# CHAPTER 9

**LAND ASSIGNMENTS, LEASES AND PERMITS**

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SUBCHAPTER I

SOVEREIGNTY AND TREATIES

Section I. Sovereignty

The Sovereignty of the Penobscot Nation extends over all the Reservation Lands 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 has 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 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 that 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 here-to set their hands & seals the day & year first above written.

Signed and sealed & delivered                      Win. Shepani
in the presence of us                      Nathan Dane
and of the Tribe                      Daniel Davis
Jonathan Dowder                      Joseph Orono
W. Synmes                      Squire Ossang
Seth Catlin                      mark
Robt. Treat                      his
Nicolas                      Nectum Bewit
                              mark
Hancock ss. August 8th 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.D. 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 me 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 convenant 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.)
John X Etien, Governor (Seal.)
John X Neptune, Lt. Governor (Seal.)
Francis X Lolon. (Seal.)
Nicholas Neptune, (Seal.)
Sock X Joseph, Captain (Seal.)
John X Nicholas, Captain. (Seal.)
Etein X Mitchell, Captain. (Seal.)
Piel X Marie. (Seal.)
Piel X Peruit, Colo. (Seal.)
Piel X Tomah. (Seal.)

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 aforesnamed Edward H. Robbins, Daniel Davis, and Mark Langdon Hill, Esquires, and John Etien, John Neptune, Francis Lolon, Nicholas Neptune, Sock Joseph, John Nicholas, Etiem Mitchell, Piel Marie, Piel Penuil, and Piel Tomah, subscribers to the foregoing instrument, and severally acknowledged the same to be
their free act and deed.

BEFORE ME,

WILLIAM D. WILLIAMSON, Justice of Peace.

PENOBSCOT, as. 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 have 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 of 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.

Governor John X Etien. (L.S.)

mark
his

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

mark
his
Francis X Lolan, Captain
mark
his
Captain Etien X Mitchell,
mark
his
Piel X Mitchell, Capt.
mark
his
Sock X Sosep, Capt.
mark
his
Piel X Marie, Captain.
mark
his
Suasin X Neptune, Capt.
mark
his
Awascoos X Mitchell, Capt.
mark
his
John X Ossou, Capt.
mark
his
Joseph X Marie Neptune, Esq.
mark
his
Joseph X Lion
mark
his
Glocian X Awascoos
mark
his
Capt. Nicholas X Tomah.
mark
his
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
aforenamed John Etien, John Neptune, Francis Lolon, Etien
Mitchell, Piel Mitchell, Sock Joseph, Peil Marie, Swassin
Neptune, Awasos Mitchell, John Ossou, Joseph Marie Neptune,
Joseph Lion, Glncian Awaosoos, 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, 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 and 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 intendure, 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 convenant with said tribe, that they shall have and enjoy, all the reservations made to them, by virtue of said treaty of the twentieth day of June, eighteen hundred and eighteen. And the undersigned commissioner, in behalf of said state of Maine, does hereby further convenant 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 and purposes 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.

his

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

his mark

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

mark mark

his his

John X Neptune,

Lt. Governor (Seal) Suasin. X Neptune, Capt. (Seal)

mark mark

his his

Captain Francis X Lolon. (Seal) Awasos x Mitchel, Capt. (Seal)

mark mark

his his

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

mark mark
his

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

Joseph Maria X Neptune, Esp. (Seal) Sabattis X Tomah. (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,
  Eben Webster.

PENOBSCOT, ss - August 17, 1820. Personally appeared Lothrop Lewis, John Etien, John Neptune, Francis Lolon, Etien Mitchell, 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 convenants 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 a 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:

   1st Degree - parent, child, legal spouse
   2nd Degree - sister, brother, grandparent, grandchild;
   3rd Degree - aunt, uncle, niece, nephew, great grandparent, great grandchild
   4th Degree - great aunt, great uncle, first cousin, grand niece, grand nephew, 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 or 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.


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 Governor 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 Office, Election, 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. Three members of the Committee shall be elected for a term of four (4) years, chosen in the following manner: At the election of September 13, 1988, three (3) members shall be elected to said Committee. The two (2) candidates receiving the highest number of votes in the 1988 election shall hold office for four (4) years and the candidate receiving the third highest number of votes shall hold office for two (2) years. The terms of such elected office holders shall begin October 1, 1988. In each subsequent election thereafter, each elected member of the Committee shall hold office for four (4) years, beginning on the first day of October in the even numbered years, or until their successors are elected. Two members of the Committee shall be appointed by the Governor and Council for a term of two years. No two members of the Committee shall be related to each other within the second degree of kinship. All members shall be bondable. Any vacancies arising shall be filled by the Governor with seven (7) affirmative votes of the Tribal 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 Chairman and Vice-chairman, 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 determination that such modification is essential to the public interest by the affirmative vote 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 Governor and Council; shall recommend to the Tribal Council any necessary changes in the Land Laws; and shall report to the Governor and Council the Committee's activities as the Governor 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 2nd 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 Chairman and a majority vote of the Committee, provided such absence was not excused by the Chairman for Health or other personal reasons. However, absences from a scheduled meeting may be excused after the fact by the Chairman on showing of good cause. A Committee member may also be removed for cause upon a complaint presented by a tribal member(s) alleging specific grounds 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 V 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 Governor 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 Governor and Council.

Section 10 - Coordination of Tribal Departments and Programs

The Committee upon authorization of Governor 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 VI)

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 Governor and Council in order to have the force of law.
Such policies as thus approved shall continue until modified or repealed by the Governor and Council.

Section 12 - Delegation of Function and Duties

Whenever the Land Committee, because of vacancies is unable, in the opinion of the Governor and Council, to perform its functions and duties, the Governor 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 60 days or until the vacancies are filled, whichever shall occur first.
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 there unto belonging including those named in Subchapter II, Section 36 of this Chapter.

B. Survey

Surveys 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, 18 years of age or more, may recommend to the Governor and Council that a suitable lot be separated from the unassigned lands of the Nation, if any, and the Governor and Council may assign a lot to the applicant for such fee and under such conditions as they may find just and necessary.

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 Governor and Council may enter into agreements with a person or entity, not a member of the Penobscot Nation, which directly affect lands owned or leased by members of the Penobscot Nation, provided, that whenever there are negotiations which culminate in a proposed agreement, the Governor 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 Governor 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 any one 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 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 land owner 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 Governor 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 Governor, 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 Governor 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 Governor may authorize a permit or license to be issued to any person or entity for land use and work related 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 Governor 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 Governor 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 Governor 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 (I)(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 Governor and Council, Penobscot Nation Trust Lands may be assigned to any member of the Penobscot Nation under the same conditions as Penobscot Reservation Land described in Section 2, Subsections A-F inclusive, of this Subchapter.

D. **Leases of Trust Land to Penobscot Nation Members**

The Land Committee, with the approval of the Governor 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 transferable without the consent of the Governor 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 Governor, 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 Governor 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 Governor 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 Governor and Council

After the adoption of a resolution declaring that the acquisition of the real property described therein is necessary, the Tribal Governor with the approval of 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 Governor and Council and of any private land owner 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 Governor 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 transferal 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 which 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 land 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 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 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 Governor and Council for action thereon.
1. Application Forms

A. Application for Assignment

Applicant's Full Name:

Residence:  
City  State

Mailing Address:  
Number and Street
City  State  Zip

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:

Mailing Address:  
Number and Street
City  State  Zip

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
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 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 Governor, duly authorized, who has hereunto set hand and caused the seal of the Penobscot Nation to be hereunto affixed this day of
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 or 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 one thousand nine
hundred and __________.
Signed, sealed and delivered
in presence of


PENOBSCOT INDIAN NATION
State of Maine
County of ss. A.D. 19. 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 one thousand nine hundred 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. 19
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
State of Maine
County of ss. A.D. 19. 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 ________________ 19 ______.

WITNESS PERMIT HOLDER

_________________________ ___________________
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 Governor to set hand and has caused the seal of the Penobscot Indian Nation to be hereunto affixed this day of 19.

Governor

PENOBSCOT INDIAN NATION

State of Maine

County of ss. 19

Then personally appeared the above named Governor of the Penobscot Indian Nation and acknowledged the above instrument to be free act and deed in capacity as Governor.

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

Any member of the Governor and Council, Committee and Department who is a relative within the third degree of kinship to a party subject to a proceeding before the Governor and Council or holds any interest in land under the Governor 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 Governor and Council deemed to have a conflict of interest shall not be allowed to vote on that matter and the remaining members of the Governor 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 Governor, 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 a 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: VI

POLICIES AND PROCEDURES

(See Section II Subchapter III)
No person shall build any fixture or building on unassigned Trust or Reservation lands without first receiving approval in the form of a lease, restricted deed, or release deed from the Governor and Council, upon recommendation from the Land Committee. All persons found to have undertaken such activity shall be considered criminal trespassers and shall be liable for damages, costs of courts and other fees.

(Tribal Council Meeting 9/30/82, accepted A-N)

Historical Notes

At a General Meeting held October 25, 1983, amendments to §§3.1-A(6), 3.1-A(11), 3.1-B(3), 4.1, 4.2.2 Sub (a), 4.3, 6.0, 6.1-A, 6.1-B, 6.2-A, 6.2-B, 6.2-D, and 6.5 of the Land and Residency Laws were amended. Former laws are as follows:

Former §3.1-A(6). Survey, Assignment Conditions. Upon application of an adult member of the Penobscot Nation, and upon an affirmative vote of seven (7) Council members, the Committee shall cause a suitable lot to be separated from the unassigned lands of the Tribe, if any, and shall recommend assignment of that lot to him under such conditions as the Governor and Council may find just and necessary, provided that the following conditions are established and maintained:

(a) All water rights be retained by the Penobscot Nation;
(b) a right of way suitable for a road be reserved by the Tribe through every assigned parcel of land, where applicable;
(c) the assignee puts the land to a use consistent with the stated purpose of the original assignment;
(d) the assignee complies with all the Tribal Laws, Ordinances and policies relating to land and land use;
(e) the assignee does not abandon or relinquish his membership in the Penobscot Nation.

Former §3.1-A(11). Creation of Joint Tenancy. An assignment to two or more members shall be construed as creating a joint tenancy with right of survivorship if the assignment meets the requirements within Section 3.1 (Assignments). All assignments to two or more members existing at the effective date of this Act shall be construed as having created Joint tenancies unless otherwise specifically indicated in the deeds.

Former §3.1-B(3). Creation and Termination of Joint Tenancy. A valid transfer of assigned land to two or more members shall be construed as creating a joint tenancy with the right of survivorship. Joint tenancies may be terminated by partitioning the land or by conveyance of interest to the other joint
tenant(s).

Section 4.1. Authorization for Land Use and Work Related Permits On Newly Acquired Lands, Approvals, Conditions New sub-section added after sub-section e).

Former §4.2.2 Leases to Penobscot Nation Members All leases to members of the Penobscot Indian Nation shall be made subject to the following conditions:

a) All leases for camp lots and/or Homestead Lots (residency) shall be granted, with no fee, for the lifetime of the lessee, except however, that the lease shall be terminated upon the transfer of the lessee's buildings and other appurtenances situated on the lease lot; or upon transfer of the land from ownership by the Penobscot Indian Nation. Transfer by tribal members to member spouses, member parents or member children shall be approved by the Governor and Council.

b) no leases for business or agriculture shall exceed a term of thirty (30) years,

c) the lessee shall abide by the applicable land and land use laws and regulations of the Penobscot Nation or the State of Maine.

d) non-compliance with the applicable land and land use laws and regulations of the Penobscot Nation or of the State of Maine may render the lease null and void.

Former §4.3. Lease of Non-assigned and Assigned Lands

The Land Committee with the approval of the Governor and Council may lease non-assigned reservation lands to members only for a period not to exceed twelve (12) years. Lease, trades, or sales of assigned reservation lands must be recorded with the Department of Real Estate and Demography and the Penobscot County Registry of Deeds before any lease, trade, or sale may be effective. Should the lessor abandon, relinquish or otherwise lose his or her membership in the Penobscot Nation, the remaining terms of the lease may be retained by the Committee as lessor upon review and authorization by Governor and Council.

Former §5.0. Residency Ordinances By virtue of longstanding customs and traditions of the Penobscot Nation, the reservation lands are viewed, and so defined, as the domicile for enrolled members. Enrolled members when entering upon reservation lands shall immediately deemed residents. Only enrolled members of the Penobscot Nation, and non-members holding valid residency permits, may reside on reservation lands (see section 6.1) or any lands within Indian Territory (see section 6.2).

Former §6.1-A. Residency Permits Required on Reservation Lands

As of the effective date of this Act, all persons who are not enrolled members of the Penobscot Nation and who reside or wish to reside within the reservation lands of the Penobscot Nation shall be required to obtain a residency permit from the Governor and Council.
Former §6.1-B. Issuance of Residency Permit. A residency permit may be issued to any non-member person who applies and proves, by a preponderance of the evidence, that he or she has a legitimate reason to reside within the reservation lands of the Penobscot Nation.

Former §6.2-A. Residency Permits Required for Non-members on Newly Acquired Lands. As of the effective date of this Act, all persons who are not enrolled members of the Penobscot Nation and who reside or wish to reside within newly acquired lands of the Penobscot Nation shall be required to obtain a residency permit from the Governor and Council.

Former §6.2-B. Issuance to Non-member with Land Use Permit by Governor, Council Review and Approval 3/4 Vote. A residency permit shall be issued by the Governor to any non-member upon review and approval by 3/4 vote of the total membership of the Council, provided the individual has concurrently secured a land-use permit as provided in this Act.

Former §6.2-D. Terms of Residency on Reservation Lands, Fees, Other Qualifications, Expirations. The Governor and Council may promulgate, in writing, terms of residency, fees and other qualifications for residency. Notwithstanding any conditions imposed by the Governor and Council, a residency permit will expire automatically:

1) Upon non-compliance with the land or land-use laws and regulations of the Penobscot Nation; or
2) upon the violation of terms specified on the land-use permit; or
3) upon the expiration of the conditions on which the permit was issued or on an annual basis, whichever occurs first.

§6.5 was amended by the addition of five (5) new paragraphs.

At a General Meeting held April 9, 1984, a Probate Code was adopted by the Nation. See §§3.1-C through 3.1-C(7).

At a General Meeting held February 4, 1985, §4.3 of the Land and Residency Laws was amended. The title of §4.3 was revised, former title Lease of Non-assigned and Assigned Lands. The existing text became §4.3.1, and a new section 4.3.2 "Lease of Non-assigned and Assigned Reservation Lands to Non-members" was added.

As part of the recodification of tribal laws and ordinances, former Chapter XV, Land, Probate and Residency Laws was reprinted as separate chapters. Former Chapter XV, Subchapter V, Probate was reprinted as Chapter 12, Probate. Former Chapter XV, Subchapter VI, Residency was reprinted as Chapter 11, Presence of Non-Members. Former Subchapter VII, Forms, Miscellaneous, Amendments was renumbered as Subchapter V. Former Subchapter VIII, Policies and Procedures was renumbered as Subchapter VI (December 1993).
Chapter 9. LAND ASSIGNMENTS, LEASES & PERMITS
Subchapter IV. Penobscot Nation Lands
Section 3. TRUST LANDS
Subsection D. Leases of Trust Land to Penobscot Nation Members and PIN HA/HD1.

1. General. The Land Committee, with the approval of the Governor and by seven (7) affirmative votes of the Tribal Council may lease non-assigned Trust Lands to members and the PIN HA/HD only for any reasonable period of time, setting such fees and 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 transferable without the consent of the Governor 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.

AMENDMENTS INSERTED INTO EXISTING TRIBAL CODE AT:
2. Penobscot Indian Nation Mortgage Lending Code2

A. General

This Mortgage Lending Code sets forth general procedures for federally sponsored mortgages and foreclosures on Trust Lands (also includes Reservation Lands)3. It is designed to meet the needs of mortgage loan guarantee, insurance and direct loan programs sponsored by the U.S. Departments of Housing and Urban Development, Agriculture (Rural Housing) and Veterans Affairs. These Federal Agencies offer various mortgage loan programs which are designed to provide homeownership opportunities to Native Americans wishing to live on an Indian Trust Lands.

B. Lien Priority

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1 ANNUAL GENERAL MEETING, May 7, 2005
Motion #4. Motion made by Wayne Mitchell, Seconded by Kathy Paul to approve of amending the existing land laws by adding “and PIN HA/HD” language to allow the PIN HA/HD and its members and other PIN Governmental Departments to participate in mortgage loan guarantee and insurance programs sponsored by the U.S. Department of Housing and Urban Development (HUD), U.S. Department of Agriculture’s Rural Housing Services (RHS), and U.S. Department of Veterans Affairs (VA). In favor: 16 Opposed: 8 Abstain 6 VOTE: 18-8-6 MOTION CARRIES.

2 Penobscot Nation Tribal Lending Code (Trust Lands), Adopted at General Meeting on June 5, 2004 Agenda Item#1 – Housing Lending Law. Motion #1 Motion by Ruth Jewell, Seconded by Tami Connelly to approve the Housing Lending Law as presented. In Favor: 92 Opposed: 0 Abstain: 0 MOTION CARRIES

3 Note: On 8-27-05 at General Meeting, the Nation amended the above Code to include leased “Reservation Lands.”
All mortgage loans recorded in accordance with the recording procedures set forth in this Attachment, including Leasehold Mortgages, and including loans made, guaranteed, insured or held by a governmental agency, shall have priority over any lien not perfected at the time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage. (In those cases where the government direct, guaranteed or insured mortgage is created as a second mortgage, the loan shall assume that position.)

C. Recording of Mortgage Loan Documents

(1) All mortgages on Trust Lands 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.

(2) All mortgages will be properly recorded with the BIA in addition to any Tribal recording provisions.

D. Foreclosure Procedures

(1) A Borrower/Mortgagor shall be considered to be in default when he or she is thirty (30) days past due on his or her mortgage payment(s) or is in violation of any covenant under the mortgage for more than 30 days to the Lender/Mortgagee (i.e. the 31st day from the payment due date).

(2) When a Borrower/Mortgagor is thirty days past due on his or her mortgage and before any foreclosure action or activity is initiated, the Lender/Mortgagee shall complete the following:

(a) Make a reasonable effort to arrange a face-to-face interview with the Borrower/Mortgagor. This shall include at least one trip to meet with the Borrower/Mortgagor at the mortgaged property.

(b) Lender/Mortgagee shall document that it has made at least one phone call to the Borrower/Mortgagor (or the nearest phone as designed by the Borrower/Mortgagor, able to receive and relay messages to the Borrower/Mortgagor) for the purpose of trying to arrange a face-to-face interview.

(3) Lender/Mortgagee may appoint an agent to perform the services of arranging and conducting the face-to-face interview specified in this action.

(4) When the Borrower/Mortgagor is past due on three installment payments and at least ten (10) days before initiating a foreclosure action in Tribal Court, the Lender shall advise the Borrower/Mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Tribe, as follows:
(a) Advise the Borrower/Mortgagor that information regarding the loan and default/delinquency will be given to credit bureaus.

(b) Advise the Borrower/Mortgagor of homeownership counseling opportunities/programs available through the Lender or otherwise.

(c) Advise the Borrower/Mortgagor of other available assistance regarding the mortgage/default.

(d) In addition to the preceding notification requirements, the Lender/Mortgagee shall complete the following additional notice requirements (i) notify the Borrower/Mortgagor that if the Leasehold Mortgage remains past due on three installment payments, the Lender/Mortgagee may ask the applicable governmental agency to accept assignment of the Leasehold Mortgage if this is an option of the governmental program; (ii) notify the Borrower/Mortgagor of the qualifications for forbearance relief from the Lender/Mortgagee, if any, and that forbearance relief may be available from the government; and (iii) provide the Borrower/Mortgagor with names and addresses of government officials to whom further communications may be addressed, if any.

(5) If a Borrower/Mortgagor is past due on three or more installment payments and the Lender/Mortgagee has complied with the procedures set forth in the first part of this Section, the Lender/Mortgagee may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint as set forth in Section D. of this Code.

E. Foreclosure Complaint and Summons

(1) The verified complaint in a mortgage foreclosure proceeding shall contain the following:
   (a) The name of the Borrower/Mortgagor and each person or entity claiming through the Borrower/Mortgagor subsequent to the recording of the mortgage loan, including each Subordinate Lienholder (except the Tribe with respect to a claim for a tribal leasehold), as a defendant;
   (b) A description of the property subject to the mortgage loan;
   (c) A concise statement of the facts concerning the execution of the mortgage loan and in the case of a Leasehold Mortgage the lease; the facts concerning the recording of the mortgage loan or the Leasehold Mortgage; the facts concerning the alleged default(s) of the Borrowers/Mortgagor; and such other facts as may be necessary to constitute a cause of action;
   (d) True and correct copies of each promissory note, mortgage, deed of trust or other recorded real property security instrument (each a "security instrument") and any other documents relating to the property and if a Leasehold Mortgage, a copy of the lease and any assignment of any of these documents; and
(c) Any applicable allegations concerning relevant requirements and conditions prescribed in (i) federal statutes and regulations (ii) tribal codes, ordinances and regulations; and/or (iii) provisions of the promissory note, security instrument and if a Leasehold Mortgage, the lease.

(2) The complaint shall be verified by the Tribal Court Clerk along with a summons specifying a date and time of appearance for the Defendant(s).

F. Service of Process and Procedures. Any foreclosure complaint must be in writing, and must be delivered to the Borrower/Mortgagor in the following manner:

(1) Delivery must be made by an adult person and is effective when it is:
   (a) Personally delivered to a Borrower/Mortgagor with a copy sent by mail, or
   (b) Personally delivered to an adult living in the property with a copy sent by mail, or
   (c) Personally delivered to an adult agent or employee of the Borrower/Mortgagor with a copy sent by mail.

(2) If the notice cannot be given by means of personal delivery, or the Borrower/Mortgagor cannot be found, the notice may be delivered by means of:
   (a) Certified mail, return receipt requested, at the last known address of the Borrower/Mortgagor, or
   (b) Securely taping a copy of the notice to the main entry door of the property in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the Borrower/Mortgagor at the premises.

(3) The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

G. Cure of Default

Prior to the entry of a judgment of foreclosure, any Borrower/Mortgagor or a Subordinate Lienholder may cure the default(s) under the Mortgage by making a full payment of the delinquency to the Lender/Mortgagee and all reasonable legal and Court costs incurred in foreclosing on the property. Any subordinate Lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such Subordinate Lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the mortgage. There shall be no right of redemption in any Leasehold Mortgage Foreclosure proceeding.
H. Judgment and Remedy

This matter shall be heard and decided by the Tribal Court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the Complaint on the Borrower/Mortgagor. If the alleged default has not been cured at the time of trial and the Tribal Court finds for the Lender/Mortgagee, the Tribal Court shall enter judgment:

(1) Foreclosing the interest of the Borrower/Mortgagor and each other defendant, including Subordinate Lienholder, in the mortgaged property and

(2) Granting title to the property to the Lender/Mortgagee or the Lender's Designated Assignee; in the case of a Leasehold Mortgage, the Lease and the Leasehold Estate will be assigned to the Lender/Mortgagee or the Lender's Designated Assignee, subject to the following provisions
   (a) The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the Lease and the Lessee's leasehold interest in the property described in the lease which is subsequently obtained by the Lender or Lender's Designated Assignee.
   (b) The Lender or Lender's Designated Assignee may only transfer, sell or assign the Lease and Lessee's leasehold interest in the property described in the Lease to a Tribal member, the Tribe, or the Tribal Housing Authority;
   (c) The mortgagee has the right to convey the leasehold interest to the Secretary of HUD without providing the right of first refusal to the Tribe for Section 248.

I. Foreclosure Evictions

Foreclosure evictions shall be handled according to the general eviction process set forth below.

(1) Jurisdiction. The provisions of this section H. shall apply to all persons and property subject to the governing authority of the Tribe as established by the Tribal Constitution, Tribal Code, or applicable federal law.

(2) Unlawful Detainer. A Lessee, Sublessee, or other occupant of a Leasehold Estate subject to a Leasehold Mortgage shall be guilty of unlawful detainer if such person shall continue in occupancy of such Leasehold Estate without the requirement of any notice by the Lessor, after such person's Leasehold Estate has been foreclosed in a Leasehold Mortgage foreclosure proceeding in the Tribal Court;
(3) **Complaint and Summons.** The lender or Federal Agency (which made, guaranteed or insured the mortgage loan) as appropriate, shall commence an action for unlawful detainer by filing with the Tribal Court, in writing, the following documents:

(a) A complaint, signed by the lender or Federal Agency, or an agent or attorney on their behalf:
   (i) Citing facts alleging jurisdiction of the Tribal Court;
   (ii) Naming as defendants the mortgagors and any other record owner (including Sublessees and subordinate lienholders), of which the complainant has record notice (except the Tribe with respect to a claim for a Tribal tax on the Leasehold Estate subject to the Leasehold Mortgage);
   (iii) Describing the Leasehold Estate subject to the Leasehold Mortgage;
   (iv) Stating the facts concerning (1) the execution of the lease and the Leasehold Mortgage; (2) the recording of the Leasehold Mortgage; and (3) the facts upon which he or she seeks to recover;
   (v) Stating any claim for damages or compensation due from the persons to be evicted; and
   (vi) Otherwise satisfying the requirements of the Tribal Court.

(b) A copy of the summons, issued in accordance with established Tribal Court rules and procedures, requiring the defendants to file a response to the complaint by the date specified in the summons. The deadline specified in the summons for filing a response shall be no less than 6 nor more than 30 days from the date of service of the summons and complaint. The summons shall notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file a response with the court by the date specified in the summons.

(4) **Service of Summons and Complaint.** A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal Court rules for service of process in civil matters. In the absence of such Tribal Court rules, the summons and complaint shall be served by one of the following two methods.

(5) **Procedures for Service of Notice.** Notices required or authorized in the immediately preceding section shall be given in writing either by:

(a) delivering a copy personally to the Borrower/Mortgagor or to any other occupant under color of law, or to any adult residing on the Leasehold Estate and, if applicable, to any Sublessee; or

(b) posting said notice in a conspicuous place near the entrance to said Leasehold Estate, and sending an additional copy to the Lessee or to any other occupant under color of law, and, if applicable, to the

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Model Mortgage Lending Code Adopted by Penobscot Indian Nation Tribal Council 6-05-04. See 1st footnote pg 1.
Amended 5-7-05. See 2nd footnote, pg 1.
Amended 8-27-05. See 3rd footnote, pg1.
(6) **Power of the Tribal Court.** The Tribal Court shall enter an Order of Repossession if:

(a) Notice of suit is given by service of summons and complaint in accordance with the procedures provided herein; and

(b) The Tribal Court shall find during pre-trial proceedings or at trial that the Lessee, Sublessee, or other occupant under color of law of the Leasehold Estate subject to the Leasehold Mortgage is guilty of an act of unlawful detainer.

Upon issuance of an Order of Repossession, the Tribal Court shall have the authority to enter a judgment against the defendants for the following, as appropriate: (1) back rent, unpaid utilities, and any charges due the Tribe, Tribal Housing Authority, other public Housing Authority, or Sublessor under any sublease or other written agreement (except for a Leasehold Mortgage); (2) any and all amounts secured by the Leasehold Mortgage that are due the lender (or Federal Agency); and (3) damages to the property caused by the defendants, other than ordinary wear and tear. The Tribal Court shall have the authority to award to the prevailing party its costs and reasonable attorney’s fees in bringing suit.

(7) **Enforcement.** Upon issuance of an Order of Repossession by the Tribal Court, Tribal law enforcement officers shall help plaintiffs enforce same by evicting the defendants and their property from the unlawfully occupied Leasehold Estate. In all cases involving the lender or Federal Agency, the Order of Repossession shall be enforced no later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to Paragraph H7 below, and provided, that no party exercised the right to cure a default or right of first refusal as described in Paragraphs F and G above.

(8) **Continuances in Cases Involving the Lender or Federal Agency** (which originally made, insured or guaranteed) the mortgage loan. Except by agreement of all parties, there shall be no continuances in cases involving the lender or Federal Agency that will interfere with the requirement that the Order of Repossession be enforced not later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to the sound discretion of the Court.

J. **No Merger of Estates**

There shall be no merger of estates by reason of the execution of a Lease or a Leasehold Mortgage or the assignment or assumption of the same, including an
assignment adjudged by the Tribal Court, or by operation of law, except as such
merger may arise upon satisfaction of the Leasehold Mortgage.

K. Certified Mailing to Tribe

In any foreclosure proceedings on a Leasehold Mortgage where the Tribe is not
named as a defendant, a copy of the summons and complaint shall be mailed to
the Tribe by certified mail, return receipt requested, within five (5) days after the
issuance of the summons. If the lessor is not the tribe, this notice will also be
mailed to the lessor at the same time the notice is mailed to the tribe. If the
location of the lessor cannot be ascertained after reasonable inquiry, a copy of the
summons and complaint shall be mailed to the lessor in care of the Superintendent
of the applicable agency of the Bureau of Indian Affairs.

L. Intervention

The Tribe or any Lessor may petition the Tribal Court to intervene in any Lease
or Leasehold Mortgage foreclosure proceeding under this Code. Neither the filing
of a petition for intervention by the Tribe, nor the granting of such petition by the
Tribal Court shall operate as a waiver of the sovereign immunity of the Tribe,
except as may be expressly authorized by the Tribe.

M. Appeals

Appeals under this Code shall be handled in accordance with the general tribal
appellate provisions.

CERTIFICATION

The foregoing Penobscot Nation Mortgage Lending Code was enacted by General
Meeting of the Penobscot Nation on the 5th day of June, 2004, by a vote of 32 for, 0
opposed, and 0 abstaining, at a duly called meeting at which a quorum was present;

Further, the foregoing Penobscot Nation Mortgage Lending Code was amended May 7,
2005, see footnote number 1 on page 1, by a vote of 16 for, 8 opposed, 6 abstaining at a
duly called meeting at which a quorum was present; and

Finally, the foregoing Penobscot Nation Mortgage Lending Code was amended August
27, 2005, see footnote number 3 on page 1, by a vote of 31 for, 0 opposed, 0 abstaining at
a duly called meeting at which a quorum was present.

ATTEST:  

Tribal Clerk

(SEAL)