

MacNeil, Jami

From: jeff spinney <jeff.spinney@gmail.com>
Sent: Monday, November 11, 2019 11:11 AM
To: MacNeil, Jami
Subject: bylaws final revision
Attachments: GRSC bylaws - final draft 11-11-2019.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Jami, we also took another pass through bylaws as well over weekend, corrected typos and simplified in a couple of places to adjust for our club size.

please see attached

thanks,
-j

MacNeil, Jami

From: jeff spinney <jeff.spinney@gmail.com>
Sent: Monday, November 11, 2019 10:35 AM
To: MacNeil, Jami
Subject: final land use license agreement
Attachments: GRSC license - final draft 11-11-19.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

please find attached, after a couple of drafts and review, i think i have it cleaned up sufficiently now. thanks,
-jeff

Land Use License Agreement

This is a Land Use License Agreement (“Agreement”) dated as of _____, 20____ (the “Effective Date”), between Jeffrey A. Spinney (“Licensor”) and Golden Ridge Sportsman’s Club, LLC. (“GRSC” or “Licensee”), a registered Maine corporation.

Background

Jeffrey A. Spinney possesses the real property described in Exhibit A (the “Property”). The GRSC desires access for its members to a portion of the property for the specific purposes as described in Exhibit A (the “Licensed Premises”). Jeffrey A. Spinney agrees to grant such access to the GRSC pursuant to the terms set forth in this Agreement.

1. License Grant

1.1 Grant, Purpose, and Scope of License. Licensor agrees to grant to Licensee a non-exclusive, nontransferable, non-assignable, revocable right of entry onto and license to use the Licensed Premises for the limited purposes described in, and during the time period (the “Term”) set out in, Exhibit A (the “Licensed Premises”). The License extends to GRSC, and its members in good standing, contractors, and invited guests while they are supervised by members. The specific parameters of the License are further described in Exhibit A.

1.2 Licensing Fee. \$1 per license term

2. Licensed Premises

2.1 Limited Rights. This License gives the Licensee a license only and, notwithstanding anything to the contrary in this Agreement, does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Property.

2.2 As-Is; No Representation as to Suitability for purpose or safety of persons. Licensee acknowledges that, except as provided in Section 2.3, Licensor has not made any representations or warranties, express or implied, concerning any aspect of the Property or the Licensed Premises, including its fitness for our purposes, that Licensee disclaim any such representation or warranty, and that the Licensed Premises are being licensed "as is." Licensee acknowledges that they have made their own independent evaluation in deciding to enter into this Agreement and conduct activities on the Licensed Premises.

2.3 No Interference. Licensor will not materially interfere with Licensee use of the Licensed Premises.

2.4 No Improvements. Licensee will not make any alterations, additions, or improvements to the Licensed Premises, including erecting any structures, without Licensor's prior written approval.

3. Waiver and Release, Indemnification and Insurance

3.1 Waiver and Release. Licensee and its members waive and release any and all claims against Licensor for any liability, loss, damage, expenses and attorneys' fees, resulting from (i) death or injury to person or (ii) loss, theft or damage to property arising from use of the Licensed Premises, regardless of the cause and even if caused by negligence, active or passive. Licensee and members agree not to sue Licensor on the basis of these waived and released claims.

3.2 Indemnification. Licensee will defend, indemnify and hold the Licensor harmless from and against any and all claims, liabilities, losses, damages and attorney's fees that may be suffered by Licensee (i) as a result of a claim by a client, employee, contractor, collaborator, volunteer, guest, or any other third party, arising directly from Licensee's presence and activities on the Licensed Premises and the Property under this Agreement, or (ii) from any breach by Licensor of our obligations under this Agreement, except to the extent that the liability is caused by the relevant Licensor's gross negligence or willful misconduct.

4. Termination

4.1 Term. This Agreement will begin on the Effective Date and will automatically renew for another term unless terminated by Licensor or Licensee in writing.

4.3 Revocation by Licensor. Notwithstanding any other provision of this Agreement or any course of performance under this Agreement, the Licensor may after written notice of default of this license without remedy, revoke the License at any time by giving written notice to Licensee. Such a revocation will be effective after 30 days. Should such revocation occur, it will be without liability or further obligation.

5. General Provisions

5.1 Entire Agreement; Amendments. This Agreement, together with Exhibit A, is the entire agreement between Licensor and Licensee. This Agreement may be amended only as stated in a written document signed by both parties which states that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and other documents, including Exhibit A, this Agreement will control.

5.2 Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will remain enforceable, and the illegal, invalid, or unenforceable provision will be considered modified so that it is valid to the maximum extent permitted by law.

5.3 Waiver. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

5.4 Third-Party Beneficiaries. Each Licensor Party other than Licensor is an express third party beneficiary of this Agreement. Except as specifically provided in this Section 5.4, this Agreement is for the exclusive benefit of Licensee and Licensor, and not for the benefit of any third party.

5.5 Governing Law. This Agreement is governed by Maine law. Parties consent to the exclusive jurisdiction of the state and federal courts for Lincoln County, Maine.

version 3

11/07/19

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * *

Name: Jeffrey A. Spinney (licensor)

126 Golden Ridge Rd. Alna, Me 04535

Name: Jeffrey A. Spinney on behalf of GRSC (Licensee)

Title: Registered Agent & Founder Golden Ridge Sports Club, LLC.

Address: 126 Golden Ridge Rd. Alna, ME 04535

Sportsman's

EXHIBIT A: The Licensed Premises

1. Property street address. 126 Golden Ridge Rd. Alna, Me 04535 – see also Alna tax map R4-21A
2. Licensed Premises. Existing private access road (20' in width) from Golden Ridge Rd. to boat ramp and dock area at river. Exact location of access road at Licensor's discretion.
3. Purpose. Access by members to the Sheepscot river with boat trailer for launching for hunting, fishing, and other recreational purposes.
4. Term. 5 year automatically renewable
5. Number of Entrants. Parking and access is physically limited to the existing parking and vehicle areas near launch site. New parking shall not be created without written agreement from Licensor. Parking shall not block access route to and from launch site. Limited parking & storage is available in small upland field in specific area as agreed upon by Licensee and Licensor.

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Golden Ridge Sportsman's club, LLC.

126 Golden Ridge Rd.

Alna, Me 04535

BY-LAWS

ARTICLE I

MEETINGS

- A. There shall be a regular meeting of the club on the first Thursday of each month of which suitable notice shall be given.
- B. A special meeting may be called by any three (3) officers or members provided that all members are notified in advance.
- C. The President shall hold an annual Board of Directors Meeting in January and others as necessary.

ARTICLE II

OFFICERS AND DIRECTORS

- A. The officers of the club shall be a president, vice-president, secretary/treasurer, elected annually; and three directors. These officers shall constitute a Board of Directors who shall have charge of the affairs of the club between meetings.
 - 1. Three (3) directors, one of whom shall be the immediate past-president, shall be elected to a two (2) year term.
 - 2. Three (3) members of the Board of Directors shall constitute a quorum.

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B. Duties of the officers shall be as follows:

1. The President shall preside at all regularly scheduled Board and Business meetings of the club and shall perform such other duties as usually pertains to that office.
2. The Vice-president shall assist the President in the charge of his duties, and in the absence of the President of the vice- President shall perform the duties of that office.
3. The secretary/treasurer shall, as Secretary, keep the official records of all regularly scheduled Board and Business meetings, attend to all correspondence of the club, send out notices of as required, and shall send out notices of dues and maintain records of membership standings. As treasurer, they will receive all moneys due the Club, make all disbursements, and shall maintain adequate records of receipts and expenditures.
5. The Directors shall attend meeting of the Board of Directors and shall participate in the transactions of all business brought before the meeting.

C. A vacancy in any office, excepting that of president, shall be filled by the Board of Directors, suitable notice having been given all members of the Board.

D. The Board of Directors by a two-thirds (2/3) vote may recommend to the club the dismissal of any Officer for not performing his/her duties as described in Article II, Section B.

ARTICLE III

MEMBERSHIP

A membership application is available to any person and their immediate family in Alna who gains the respect and sponsorship of one of our existing members in good standing and exhibits & upholds the traditional Maine values for hunting, fishing, and wildlife management and protection for which our club stands.

A. The classifications of Membership are as follows:

1. An adult membership is anyone 18 years or older.
2. A family membership which will include a husband, wife and all dependent children less than 18 years of age.

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3. A member whose membership dues are greater than one month in arrears shall be considered a non-member; however, an ex-member may reapply for membership upon payment of dues, plus the initiation fee and shall be range orientated again.

B. A life membership, without further payment of dues, may be awarded to a member who has reached age sixty-five (65), provided that he/she must have been a member of the club in good standing with dues paid for five (5) years immediately prior to reaching age sixty-five (65). If sixty-five (65) or older at time of joining the club the member must be a member in good standing for five (5) years before receiving their life time membership.

C. Dues are payable on or before the 1st of the calendar year.

D. A member who is current with the club who is in the armed forces and is deployed overseas will receive a complimentary one (1) year membership when they return from service as a token of our gratitude.

ARTICLE IV

FINANCES

A. It is the responsibility of the Treasurer to prepare an Annual Budget for the club by the end of the calendar year prior to the Annual Meeting and to present the Budget to the General Membership for approval thirty (30) days prior to the Annual Meeting. The Annual Budget requires a majority vote of the attending membership at the annual meeting.

B. The funds of the club shall be deposited by the Treasurer.

C. The Treasurer shall be authorized to make payments for all Budgeted contingent or current expenses and unbudgeted emergency expenditures will require the recommendation of the Board of Directors and present it to the members at the monthly business meeting.

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ARTICLE V

NOMIMATIONS AND ELECTIONS

A. The election of officers and directors shall take place at the annual meeting of the club. Nominations shall be accepted from any member in good standing at the annual meeting of the club. Nominees must be present for consideration and vote.

B. At the annual meeting upon elections of new officers they will be sworn in. Following the swearing in of the new officers all members present will renew their membership when the new members are sworn in.

ARTICLE VI

COMMITTEES

A. The following committees shall be appointed by the president with the approval of the Board of Directors prior to the annual meeting. These committees shall remain active until new committees are appointed.

1. Education
2. Entertainment
5. Fish & Game
6. Property
7. Range

B. The President may appoint (or disband as necessary) any such other committees, with the approval of the Board of Directors or by vote of the club as he/she deems necessary to transact business of the club.

REVISED: 11/11/19

1. The Education Committee shall educate the members in the existing projects for which the club is established and shall encourage the dissemination of game and conservation studies in educational institutions and any other venues as appropriate.
 4. The Entertainment Committee shall provide programs of interest to the members.
 5. The Fish and Game Committee shall be in charge of and responsible for any procurement, stocking, or handling of game or fish allotted to or desired by the club on all properties where applicable.
 6. The Property Committee shall be responsible for the care and preservation of all real and personal property of the Club, which shall be kept in good repair at all times. The Committee shall recommend to the Board of Directors or the Club such improvements and replacements as may be required.
 7. The Range Committee shall encourage interest in all range activities and shall arrange programs to that end. The committee shall be responsible for all properties necessary to these activities as well as safety.
- C. The authority of any committee named in the above Article (Article VI) shall not infringe upon any by any officer or member of the club.

ARTICLE VII

BOARD OF TRUSTEES

- A. The Board of Directors shall elect a Board of Trustees composed of three adult members. The Board of Trustees will hold for the club all properties owned by the club.
- B. The properties that the Trustees shall hold for the club shall be the following:
1. Deeds
 2. Property Maps
 3. By-Laws
 4. Insurance Papers
 5. Tax Records
 6. A list of the Club Bank Accounts
 7. Any other documents as deemed necessary.

REVISED: 11/11/19

ARTICLE VIII

SUSPENSION AND/OR EXPULSION OF MEMBERS

A. By reason of misconduct not limited to violation of membership oath, violations of range rules, or fish and game law convictions, a member may be recommended for expulsion by the Board of Directors.

1. Upon being made aware of a violation, any Board of Director or officer may suspend a membership until:

A.) He is notified in writing by certified mail, receipt requested, of pending action, and requests the member's presence within thirty (30) day for a hearing and/or clarification at a Board of Directors fact finding meeting.

B.) After review of all available information, the Board of Directors will make its ruling.

C.) If expulsion is recommended, all current club members will be notified in writing by the Board of Directors that their recommendation is expulsion.

D.) Expulsion will occur by a two-thirds (2/3) vote of current members present at the next regular club meeting.

2. Any member having been expelled from this organization may petition the Board of Directors for reinstatement after a period of one (1) year, provided that his/her hunting and fishing privileges are not under suspension. The individual in question may then be considered for membership upon payment of the annual dues and any fees of a new membership, and submission of a new membership application for consideration. Acceptance of reinstatement must be by two-thirds (2/3) vote of the current membership present at the next regular meeting, and this vote shall be final.

ARTICLE IX

MEMBER USE OF ANY CLUB OWNED OR LICENSED FACILITIES:

1. All State of Maine hunting & fishing laws are to be followed on all properties at all times.
2. Use of the access road, boat ramp, and dock facility at the Golden Ridge Rd. property: All state laws regarding invasive species must be followed as posted on site. Always check for any plants when launching or removing a boat.
3. Use of the property at Hassan Rd. camping & outdoor facility. The Hassan Rd property is considered to be a carry in/carry out, primitive site. The gate on access road is to be securely locked both in coming and going and is to remain locked while on the property. Speed limit on access road is 5mph, please show respect for the abutting neighbors by adhering to this.
4. Use of the Highland Plantation property trail system is for snowmobile access ONLY, no ATVs or side-by-sides are to be used on trails/bridges on this property for any reason.

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ARTICLE X

QUORUM

A. Five (5) adult members in good standing shall constitute a quorum for the transaction of business at any regular meeting one of which shall be either the President or Vice-President and one other officer.

ARTICLE XI

AMENDMENTS

A. These By-Laws may be amended by bringing it before the Board of Directors for their recommendation and then having two (2) consecutive readings at regular club meeting and by a two-thirds (2/3) majority vote of the adult members, where a quorum is present, provided that all adult members shall have been given suitable notice of the proposed Article and number to be amended seven (7) days in advance of the first meeting.

ARTICLE XII

PARLIAMENTARY AUTHORITY

A. The rules contained in "Robert's Rule of Order, Revised" shall govern the club in all cases in which they are not inconsistent with the By-Laws and Constitution of the club.



Golden Ridge Sportsman's Club, LLC.

126 Golden Ridge Rd.

Alna, ME 04535

MEMBERSHIP APPLICATION

LAST NAME:

FIRST NAME:

SPOUSE:

CHILDREN:

1.

2.

3.

4.

STREET ADDRESS:

CITY / STATE / ZIP:

HOME PHONE: ()

WORK PHONE: ()

OCCUPATION (self):

(spouse):

DATE OF BIRTH:

REFERRED BY:

EMAIL ADDRESS:

NRA MEMBER: () YES

() NO



Corporate Name Search

Information Summary

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This record contains information from the CEC database and is accurate as of: Thu Nov 07 2019 12:24:04. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
GOLDEN RIDGE SPORTSMAN'S CLUB, LLC	20197242DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING
Filing Date	Expiration Date	Jurisdiction	
05/24/2019	N/A	MAINE	
Other Names	(A=Assumed ; F=Former)		
NONE			

Clerk/Registered Agent

J. SPINNEY
 126 GOLDEN RIDGE ROAD
 ALNA, ME 04535

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List of Filings [View list of filings](#)

Obtain additional Information:

Certificate of Existence (more info)	Short Form without amendments (\$30.00)	Long Form with amendments (\$30.00)

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