

DRAFT

Land Access Agreement

This is a Land Access Agreement (“Agreement”) dated as of _____, 20____ (the “Effective Date”), between Jeffrey A. Spinney (“Licensor” or “I”) and Golden Ridge Sportsman’s Club, LLC. (“GRSC” or “Licensee” or “they”), a registered Maine corporation whose members will benefit from the access agreement.

Background

Jeffrey A. Spinney possesses the real property described in Exhibit A (the “Property”). The GRSC desires access for its members to the Property for purposes as described in Exhibit A (the “Licensed Premises”). I agree to grant such access to the GRSC on the terms set forth in this Agreement.

1. License Grant

1.1 Grant, Purpose, and Scope of License. I grant to GRSC 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 “License”). The License extends to GRSC, and its members, contractors, and invited guests while supervised by members. The specific parameters of the License are described in Exhibit A.

1.2 Fee. A nominal fee of \$1 per license term.

2. Licensed Premises

2.1 Limited Rights. This License gives GRSC 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. GRSC acknowledges that, except as provided in Section 2.3, I have 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 GRSC disclaim any such representation or warranty, and that the Licensed Premises are being licensed “as is.” GRSC acknowledges that they have made

DRAFT

their own independent evaluation in deciding to enter into this Agreement and conduct activities on the Licensed Premises.

2.3 No Interference. I represent to GRSC that I have the power and authority to grant the License to GRSC. I will not, nor will I grant access or license rights to any third parties that would, materially interfere with GRSC use of the Licensed Premises.

2.4 No Improvements. GRSC 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. GRSC and its members waive and release any and all claims against Jeffrey A. Spinney (the "Licensor Party") 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. GRSC and members agree not to sue Jeffrey A. Spinney on the basis of these waived and released claims.

3.2 Indemnification. GRSC 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 an Client employee, contractor, collaborator, volunteer or 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 GRSC of our obligations under this Agreement, except to the extent that the liability is caused by the relevant Licensor Party's gross negligence or willful misconduct.

DRAFT

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, 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 Jeffrey A Spinney and GRSC. 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 you and Client, and not for the benefit of any third party.

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

DRAFT

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: Jeffry A. Spinney (licensor)

126 Golden Ridge Rd. Alna, Me 04535

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

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

Address: 126 Golden Ridge Rd. Alna, ME 04535

DRAFT

EXHIBIT A:

1. Property street address. 126 Golden Ridge Rd. Alna, Me 04535 – see also Alna tax map R4-21A
2. Licensed Premises. Existing access road (20') to boat ramp and dock area.
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. Parking shall not block access route to and from launch site. Limited parking & storage is available in small upland field area as agreed upon by GRSC and Jeffrey A. Spinney.
6. Hours of Entry. Hours of entry are governed by GRSC access rules.
7. Fee. \$1/year