

# 10922 APN# 210-012-019-000 BOP, LLC



**ROAD LICENSE AGREEMENT**

This Road License Agreement ("Agreement") is entered into by and between Gloria Cottrell ("Cottrell") on the one hand, and Karen and Dennis Silva ("Silva") on the other hand under the terms and conditions set forth below. Collectively Cottrell and Silva shall be referred to as "the parties."

**RECITALS**

- A. Cottrell holds title to certain real property in the County of Humboldt, State of California commonly known as Humboldt County Assessor's Parcel Numbers 210-022-005 and 210-021-018. ("the Cottrell Property")
- B. Silva holds title to certain real property in the County of Humboldt, State of California commonly known as Humboldt County Assessor's Parcel numbers 210-012-019. ("the Silva Property")
- C. A rural dirt and gravel ranch road runs roughly north/south from State Highway 36 through the Cottrell Property, over other neighboring properties, and eventually provides access to the Silva Property. This road is commonly known as "the Bishop Road" and is depicted by a black dotted line and is labeled "Subject Road" on the map attached as Exhibit A hereto.
- D. The Silvas legally grow and cultivate cannabis on the Silva Property pursuant to an interim permit issued by the County of Humboldt to the Silva's entity, Bridgeville Organic Pharms LLC. Cottrell has objected to the Silva's use of the Bishop Rd. as it traverses her property for commercial purposes without first receiving payment and without the Silvas contributing towards the costs of repair and maintenance of this section of the Bishop Rd. Consequently, the parties have reached an agreement as set forth below.

**AGREEMENT**

- 1. **License:** For valuable consideration as discussed below, Cottrell grants Silva a temporary license for ingress and egress to and from the Silva Property over the Bishop Rd. in all locations where that road traverses the Cottrell Property. The license shall be effective for the term specified below and any extensions of that term as later agreed upon by the parties in writing. The license shall include the right for the Silva's to use the Bishop Rd. as it traverses the Cottrell Property commercially as needed to facilitate Bridgeville Organic Pharms LLC's cannabis grow on the Silva Property. The portion of the Cottrell Property burdened by the license shall only be the Bishop Rd. as it traverses the Cottrell Property and no additional portion of the Cottrell Property.
- 2. **Term:** The term of the license shall be for one year beginning August 1, 2020 and shall expire on August 1, 2021 unless the parties agree to extend the term in writing signed by the parties, their successors or assigns prior to the expiration date.

3. **License Fee:** Silva, on or before August 31, 2020 shall pay Cottrell by cashier's check the sum [REDACTED]. The parties acknowledge that this fee is for the Silva's use for the beginning August 1, 2020, some of which has already occurred.
4. **Optional Extended Term:** At least 60 days prior to the expiration of the Term, the parties may, by mutual agreement, extend the Term for an additional year ("Extended Term"). The fee for the Extended Term shall be calculated at [REDACTED] per square foot of the estimated square footage or "foot print" of the permitted cannabis grow in use at the Silva property at the time the Extended Term is executed. The estimated square footage in use at the time the Extended Term begins shall be mutually agreed upon by the parties using aerial photos of the Silva property from Google Maps or any other evidence the parties deem reliable. In the event the parties opt into an Extended Term, all other provisions of this Agreement shall govern the Extended Term.
5. **Contribution to Repair and Maintenance:** As further consideration for the license, Silva shall contribute not more than [REDACTED] towards any repair and maintenance Cottrell or her agents perform on the Bishop Rd. as it traverses the Cottrell Property between the time of the execution of this Agreement and August 1, 2021. Cottrell who already has experienced workers, rock and specialized equipment on site, shall perform any and all such maintenance work unless Silva requests to perform same and Cottrell grants permission for same. Any repair or upgrade to the Bishop Rd. as it traverses the Cottrell Property required by the County of Humboldt or any other government entity as a condition of Silva's permit to grow cannabis or otherwise related to any cannabis grow on the Silva Property shall be completed and paid for solely by Silva. In this event, Silva will ask permission from Cottrell to perform such repair or upgrade which Cottrell shall not unreasonably withhold.
6. **Assumption of Risk, Indemnity and Hold Harmless:** Silva acknowledges that the Bishop Rd. is a rural ranch road that travels through mountainous property. Silva, her agents, employees and assigns assume the risk of any and all damage or injury from their use of the Bishop Rd. as it traverses the Cottrell Property. Cottrell is making no warranties as to the Bishop Road or that it is suitable for commercial use, commercial vehicles or any other purpose. Silva and her assigns shall defend and indemnify Cottrell, and hold Cottrell harmless including the payment of attorney's fees and costs in regard to any and all claims for damage or injury arising out of Silva's, their agents, employee's guests or invitee's use of the Bishop Rd.
7. **Insurance:** At all times during the term of the license, Silva and/or Bridgeville Organic Pharms LLC shall maintain a commercial general liability insurance policy from a reputable insurance company with policy limits of no less than one million dollars per incident and shall name Cottrell as an additional insured on that policy. Upon execution of this Agreement, Silva shall provide Cottrell written proof of such insurance and if the term of the license is extended beyond 2020 by the parties, shall continue to provide Cottrell such written proof of insurance that covers the time period of any extension of the term of this license. In addition, Silva shall use their best efforts to assure that any

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of their guests and invitees including vendors are licensed and insured when using the Bishop Rd.

8. **Conduct During Use of License:** During the term of this License and any extensions of that term Silva, it's agents, employees, assigns and invitees shall use the Bishop Rd. as it traverses the Cottrell property for vehicular ingress and egress only and for no other purpose including hunting or recreation. No such vehicles shall exceed 20 miles per hour and the Silvas, their agents, and invitees shall not leave pets unattended.
9. **Confidentiality:** The amount of the 2020 license fee as well as any additional fees Silva may pay Cottrell after 2020 are confidential and shall not be disclosed in any fashion to any third party, whether that party be an individual or an entity such as a business or government agency. In the event a government entity such as the County of Humboldt requires proof of this Agreement as a prerequisite for licensing, for example, the parties shall provide that entity with a copy of this Agreement with the fee terms redacted. Any violation of this provision shall be considered a material breach of this Agreement.
10. **Assignment and Subletting:** The license granted herein is personal to Silva and shall not be assigned to any third party without the express consent of Cottrell, her successors or assigns.
11. **Force Majeure:** The parties shall be excused from the performances of any obligation imposed herein for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, by an act of God, war, civil disturbance, court order, or other cause (other than financial) beyond that party's reasonable control.
12. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties concerning Silva's use of the Bishop Rd. and supersedes and replaces all prior negotiations, proposed agreements written or oral. The parties acknowledge that no other party or any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, express or implied, that is not contained herein.
13. **Amendments:** No addition or modifications of this Agreement will be effective unless it is made in writing and it is signed by the parties hereto.
14. **Further Actions and Documents:** Each of the Parties agrees to execute any and all further documents and perform all actions that may be necessary or appropriate to effectuate the provisions of this Agreement.
15. **Interpretation** No provision of this Agreement shall be interpreted for or against any Party or be construed for or against any Party because that party or its legal counsel drafted the provision.
16. **Enforcement of Agreement:** In the event that any of the Parties bring suit to enforce or interpret any provision of this Agreement, or is required to defend any action by the other Party, the defense to which involves any provision of this Agreement, or in the event of any action, mediation, litigation, arbitration, suit or proceeding arising from or under the terms, provisions or conditions of this agreement, the prevailing Party shall be

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- entitled to recover reasonable attorney's fees and costs of suit or other proceeding.
- 17. Choice of Law:** This Agreement shall be performed under the laws of the State of California and shall be performed in the County of Humboldt, State of California.
- 18. Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
- 19. Severability:** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

[signature page to follow]

NOW THEREFORE, the Parties have executed this Agreement as follows:

Date: 8-14-20

Gloria Cottrell  
Gloria Cottrell

Date: 8/17/2020

DocuSigned by:  
Karen Silva  
Karen Silva  
581C9C458C65472

Date: 8/17/2020

DocuSigned by:  
Dennis Silva  
Dennis Silva  
E5542A9008CC48C

Approved as to form and content:

Date: 8/14/20

Brian Morsen  
Brian Morsen, Attorney for Gloria Cottrell

Date: 08/15/2020

Nicholas Colla  
Nick Colla, Attorney for Karen and Dennis Silva

STAPLES

Cottrell Ranch, LLC  
P.O. Box 399  
Fortuna, CA 95540

This letter of agreement extends the previous Silva Road License Agreement beginning August 1, 2020 and ending August 1, 2021.

The new contract extension agreement dates are beginning August 1, 2021 and ending August 1, 2022.

All terms and conditions stated in the original agreement will remain the same for the new dates of this agreement extension.

Name Alicia Cottrell  
Address P.O. Box 399 Fortuna, CA 95540  
Date 7-8-21  
Signature Alicia Cottrell

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

### Exhibit A

Cottrell Ranch  
Portions of T1N, R4E, H. B. & M.

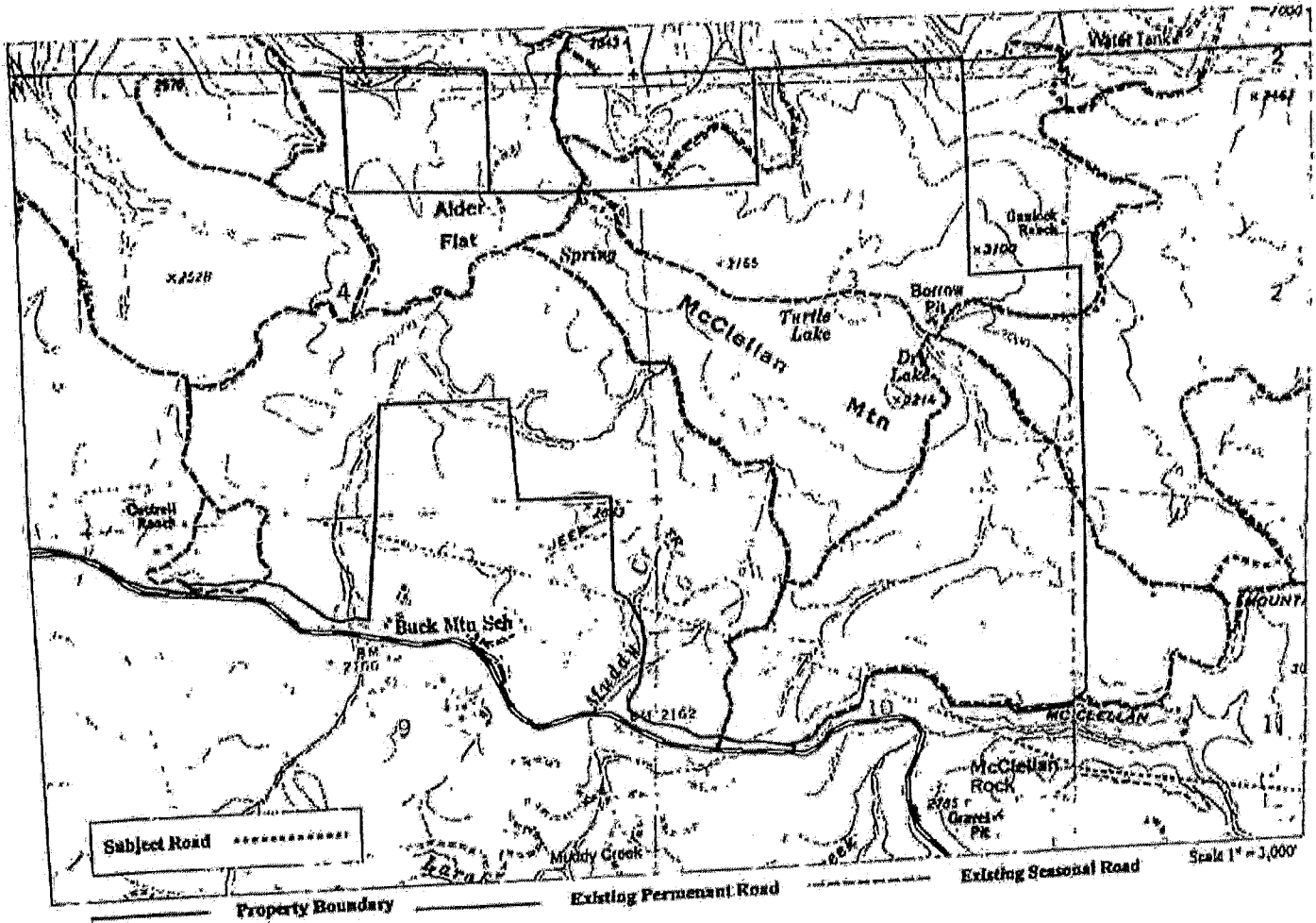
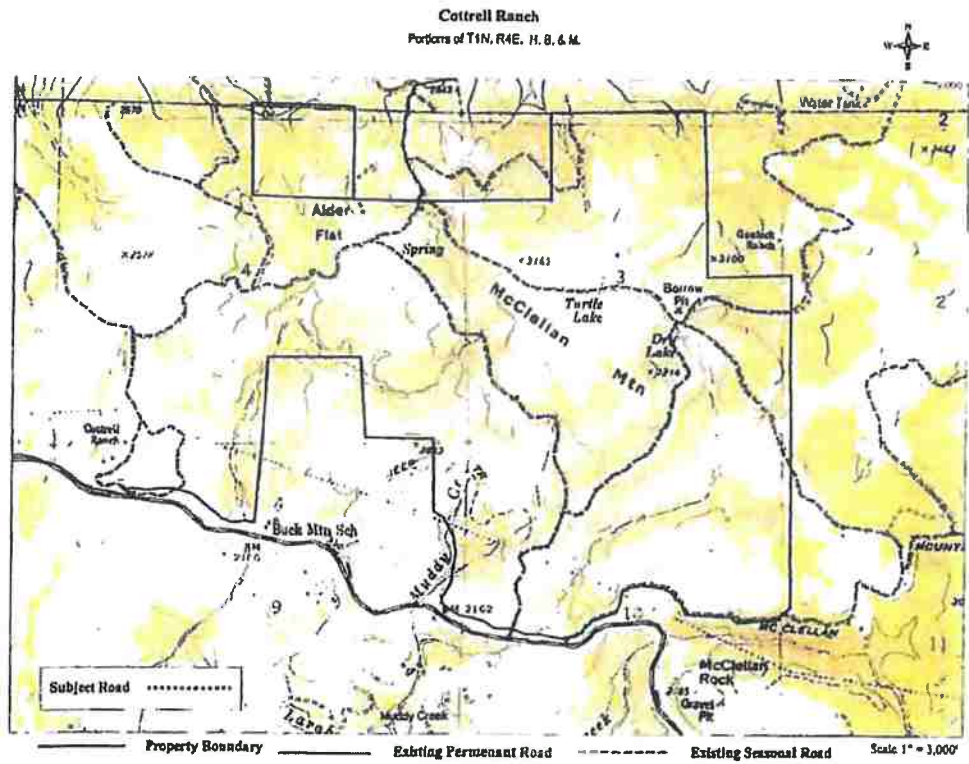
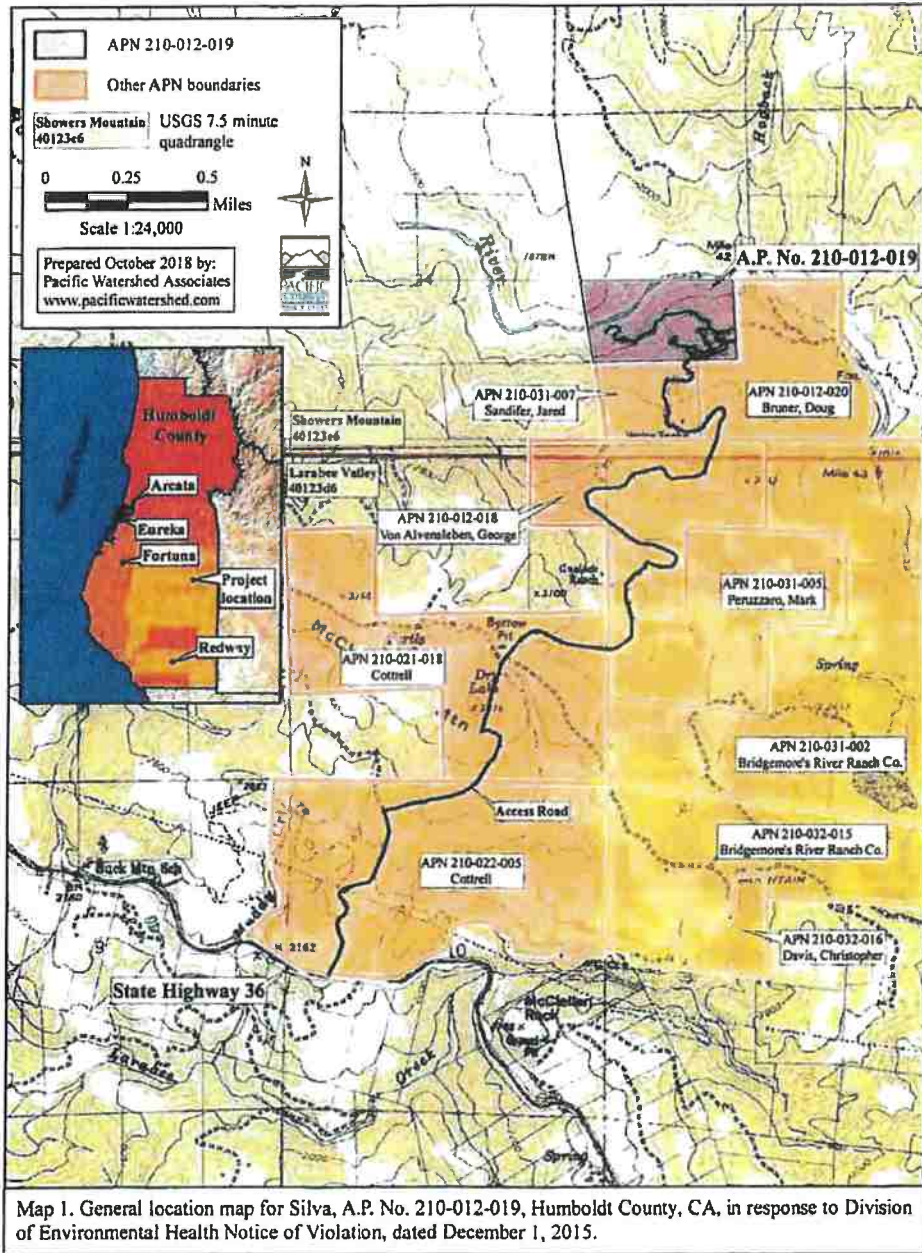
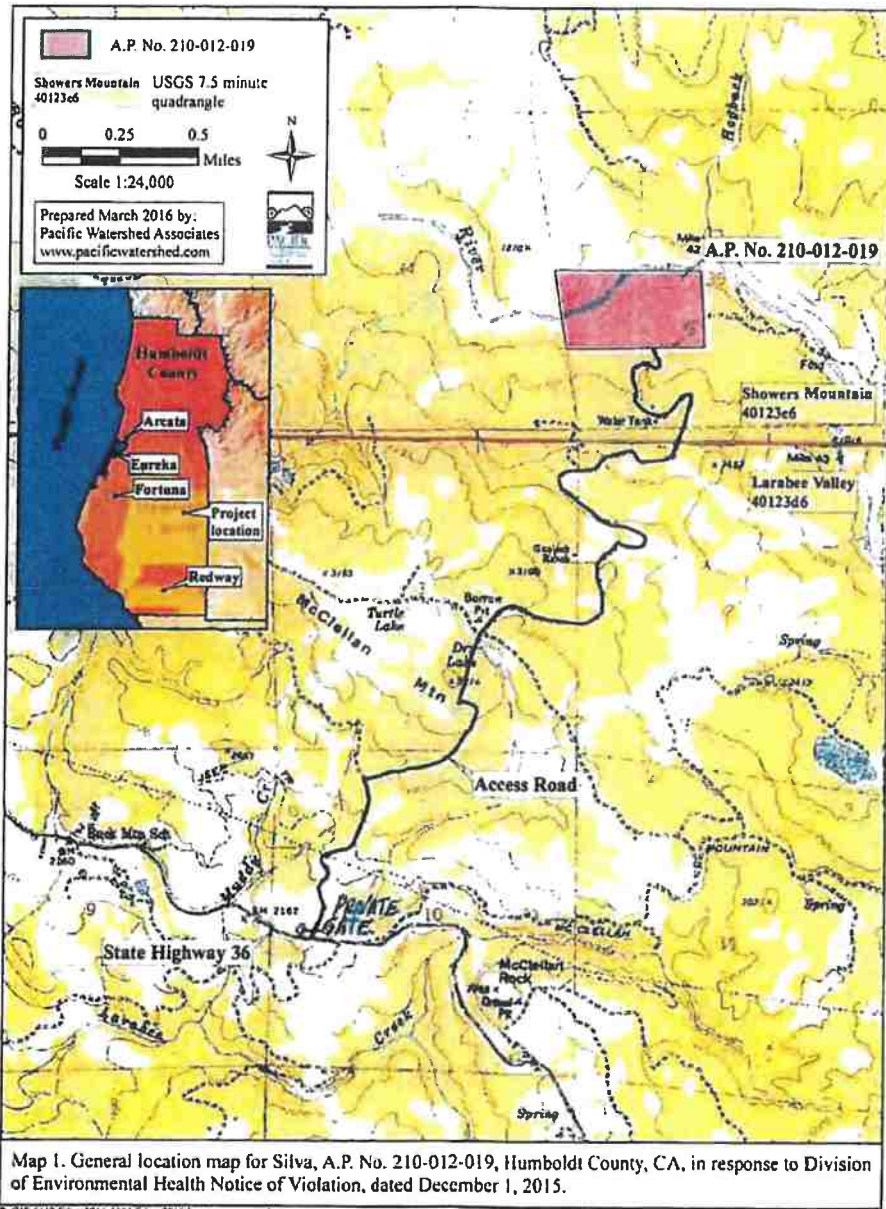


Exhibit A





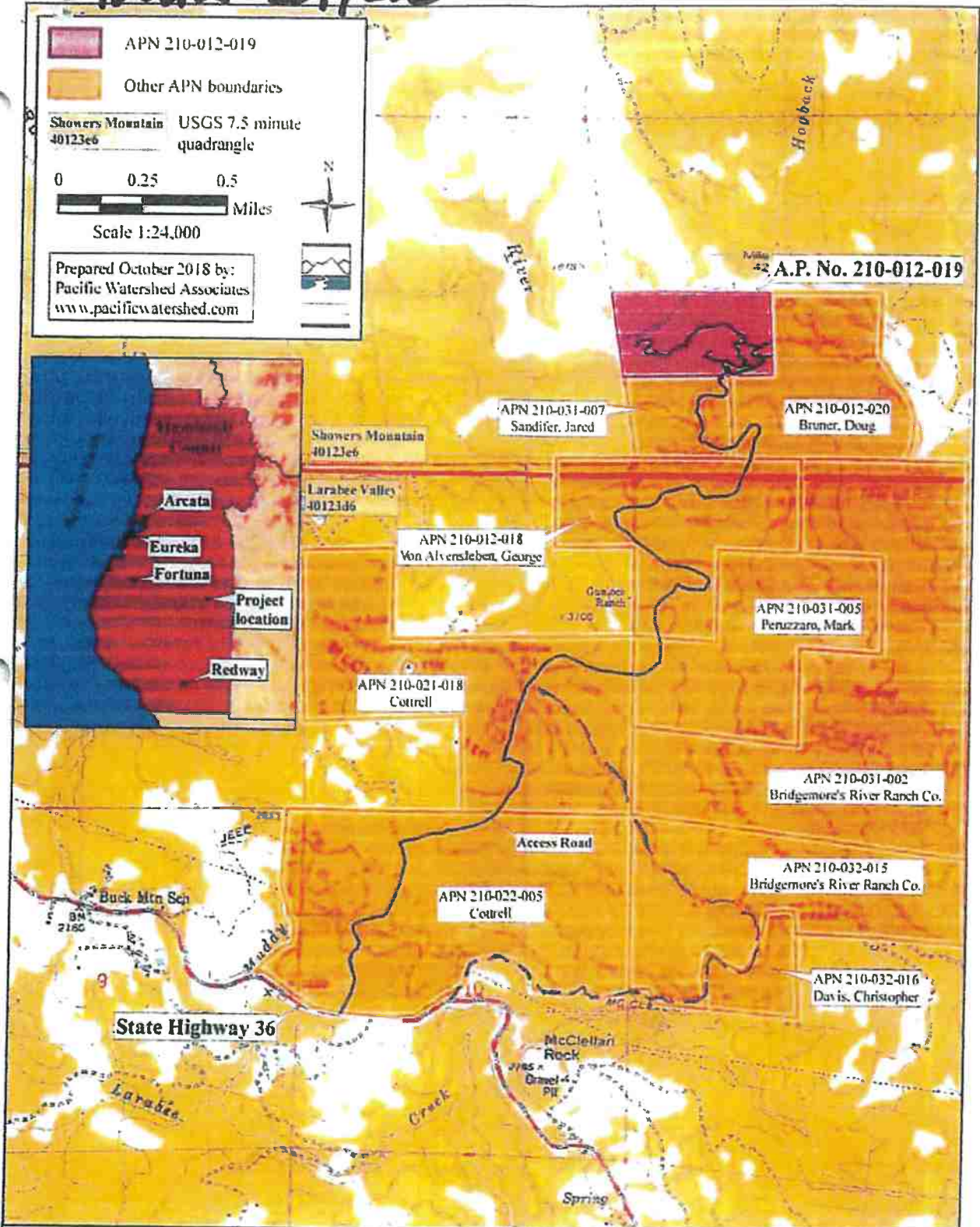




Map 1. General location map for Silva, A.P. No. 210-012-019, Humboldt County, CA, in response to Division of Environmental Health Notice of Violation, dated December 1, 2015.

P:\GIS\112 Silva 2016\1122 Silva 2016 location map.mxd

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Map I. General location map for Silva, A.P. No. 210-012-019, Humboldt County, CA, in response to Division of Environmental Health Notice of Violation, dated December 1, 2015.