

APN: 1320-04-002-010

RECORDED AT THE REQUEST OF:
Starbucks Manufacturing Corporation

WHEN RECORDED MAIL TO:
Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

DISTRIBUTION ENCROACHMENT AGREEMENT

Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("NV Energy") holds a Grant of Easement No. 2017-902759 ("**Easement**") on certain real property identified in that Easement ("**Easement Area**") upon, over, under, across and/or through which a portion of NV Energy electrical facilities are located or might be located in the future.

Starbucks Manufacturing Corporation, a Washington corporation, ("**Property Owner**") now wishes to install improvements and conduct activities on and within the Easement Area; however, these improvements and activities are subject to NV Energy's written consent. NV Energy and Property Owner are referred to, individually, as a "**Party**" and, collectively, as the "**Parties**" in this Agreement.

In consideration of the mutual covenants contained in this Distribution Encroachment Agreement ("**Agreement**") and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, NV Energy and Property Owner agree as follows:

1. Consent to Certain Improvements. NV Energy consents to certain improvements and facilities, as shown on the Starbucks Roasting Facility AC Trench and Conduit Route Detail, dated January 9, 2020, Sheet No. E-502 attached as Exhibit A hereto and identified below ("**Improvements**"), on the portion of the Easement Area identified on Exhibit B. The Improvements include:

- (A) Boring or trenching
- (B) Conduit with fiber optic wire and electric cable.

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2. Compliance with Certain Conditions. NV Energy waives its right to require the removal of these Improvements, subject to the following conditions:

- (A) Property Owner, its representatives, contractors and subcontractors comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.
- (B) Property Owner, its representatives, contractors and subcontractors do not stockpile materials and/or equipment on, above or under any NV Energy facilities in the Easement Area.
- (C) Property Owner, its representatives, contractors and subcontractors comply with chapter 455 of the Nevada Revised Statutes, as amended or supplemented.
- (D) The Improvements do not endanger the safe and reliable construction, operation, reconstruction or maintenance of NV Energy's existing or future facilities in the Easement Area.
- (E) NV Energy Inspector must be present when trenching or boring across energized 12.5 kV primary conductors. Property Owner, its representatives, contractors or subcontractors shall call (775) 834-2977 to schedule.
- (F) Property Owner constructs the Improvements in accordance with Exhibit A.

3. Additional Approvals Required. Property Owner must obtain prior written approval for future projects or changes to the project which will constitute additional encroachments into NV Energy's Easement Area not presently a part of this Agreement and as shown on Exhibit A.

4. Covenant Running with the Land; Obligations Bind Property Owner, Successors and Assigns. This Agreement continues in effect for perpetuity, constitutes a covenant running with the land, and binds and inures to the benefit of the Parties' successors and assigns. The Property Owner's obligations under this Agreement also apply to and bind Property Owner's successors and assigns. Property Owner, its successors, and assigns, acknowledge NV Energy's continued right, and future right, to use the Easement Area for the uses and purposes contemplated in the Easement.

5. Indemnity. Property Owner agrees to indemnify NV Energy, its directors, officers, and employees against and from any claims, losses, costs, suits,

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judgments, damages, and expenses, including attorneys' fees, of Property Owner, its employees or any third parties for personal injuries, property damage, or loss of life or property resulting from or in any way related to this Agreement. However, the indemnification in this Section will not apply to injuries or damages to persons or property or loss of life for which the proximate cause is the sole negligence of NV Energy or its employees. For purposes of NV Energy's enforcement of this indemnity only, Property Owner expressly waives all immunity given to Property Owner under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Property Owner's indemnification obligations under this Section. This Section survives termination of this Agreement.

6. Release and Waiver. Property Owner knowingly and voluntarily releases, waives and forever discharges NV Energy of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Property Owner has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Improvements. This Section survives termination of this Agreement.

7. Interference. Property Owner agrees that, if any of the Improvements installed in the Easement Area hinder, conflict or interfere with NV Energy's ability to operate, maintain or modify the NV Energy facilities (individually and collectively, "**Interference**"), Property Owner must (A) pay all costs to repair, relocate and/or replace the Improvements such that the Interference is remedied in a manner satisfactory to NV Energy, (B) pay all costs to repair, relocate, restore and/or replace the NV Energy facilities and (C) grant and convey to NV Energy (or obtain for NV Energy) all real property rights in NV Energy's name that NV Energy deems it requires for any NV Energy facilities affected by the Interference, at no cost to NV Energy and in a manner that is satisfactory to NV Energy as to type, location and form (including, but not limited to, the types of property rights, the dimensions of the property rights area and terms and conditions of the property rights). This Section survives termination of this Agreement.

8. Improper Acts. If Property Owner – or any of Property Owner's representatives, contractors and subcontractors (collectively, "**Property Owner**

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Parties) – takes any act that causes damage to, renders unsafe or adversely affects the standard operations of the NV Energy facilities located in the Easement Area (collectively “**Improper Acts**”), then Property Owner must cause any such Improper Act to be ceased immediately upon written or oral notice from NV Energy. However, if Property Owner is aware of an Improper Act (or is aware of any of the Property Owner Parties engaging in any such Improper Act), Property Owner must immediately cause those Improper Acts to be ceased and provide NV Energy written notice of such Improper Act.

9. Damage to NV Energy’s Facilities. If Property Owner, or any of the Property Owner Parties, damage, have damaged, render unsafe or have rendered unsafe NV Energy’s facilities located within the Easement Area, Property Owner must (A) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (B) grant and convey to NV Energy (or obtain for NV Energy) all real property rights in NV Energy’s name that NV Energy deems it requires for the relocated facilities and/or new facilities, at no cost to NV Energy and in a manner that is satisfactory to NV Energy as to type, location and form (including, but not limited to, the types of property rights, the dimensions of the property rights area, and terms and conditions of the property rights). This Section survives termination of this Agreement.

10. Integration. The Agreement, together with the Easement, represents the entire and integrated agreement between NV Energy and Property Owner regarding the Improvements. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Agreement.

11. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. Amendments: Waiver. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by NV Energy and Property Owner and executed with same formality as this Agreement. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time,

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will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13. Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party are not to be employed or used in any interpretation of this Agreement.

14. Headings: Exhibits: Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine

15. Notices. Each notice, consent, request, or other communication required or permitted under this Agreement must be (A) in writing, (B) delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by facsimile (with electronic confirmation of receipt) or delivered by a nationally recognized courier and (C) addressed to a Party as follows:

NV Energy
Matt Gingerich
Manager, Land Resources
NV Energy
PO Box 1
Reno, NV 89520
Phone: (775)834-4567

Property Owner
Starbucks Manufacturing Corporation
PO Box 34442
Seattle, WA 98124
Phone: (775) 267-6129

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Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (W) when delivered if it is delivered personally; (X) on the third business day after it is mailed if it is sent by certified mail; (Y) on the first business day after the facsimile transmission is sent if it is sent by facsimile; or (Z) on the date the courier officially records it as having been delivered if it is delivered by a courier. Each Party may change its address for purposes of the Agreement by giving written notice to the other Party in the manner set forth above in this Section.

16. Choice of Law and Venue: Jury Trial Waiver. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

[signature pages follow]

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PROPERTY OWNER:

Starbucks Manufacturing Corporation

By: *Vernon Peter Kraus Jr*
VERNON PETER KRAUS JR
Title: V.P. ENGINEERING & TECHNOLOGY

STATE OF Pennsylvania)
COUNTY OF York)

This instrument was acknowledged before me on April 7, 2021 by
Vernon Peter Kraus Jr as V.P. Engineering & Technology of Starbucks Manufacturing
Corporation.

Kendra Y. Miller
Notary Signature Kendra Y. Miller

Seal Area →

Commonwealth of Pennsylvania - Notary Seal
Kendra Y. Miller, Notary Public
York County
My commission expires January 27, 2025
Commission number 1387622
Member, Pennsylvania Association of Notaries

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of NV Energy. Upon written request, NV Energy will mail a copy of this Agreement to Property Owner at Property Owner's mailing address.

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NV ENERGY:

SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY

BY [Signature]
Matt Gingerich
Manager Land Resources

STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 18, 2021 by
Matt Gingerich as Manager Land Resources, for Sierra Pacific Power Company.

[Signature]
Notary Signature

Seal Area →



Exhibit A is on file in the Land Resources Department of NV Energy.

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EXHIBIT "A"

ELECTRICAL EASEMENT

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An Electrical Easement, situate in the South One-Half (S1/2) of Section Four (Sec. 4), Township Thirteen North (T.13N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), Douglas County, State of Nevada, being a portion of the Lot 26A as shown on the Record of Survey in Support of a Boundary Line Adjustment for CVBP, L.L.C., filed in Book 0801, Page 3020, as Document 520441, August 13, 2001, and being more particularly described as follows:

COMMENCING at the southeast corner of said Lot 26A, being the South One-Quarter (S1/4) of said Section 4;

THENCE, along the north-south centerline of said Section 4, North 00°47'14" East, 1479.64 feet;

THENCE, departing the north-south centerline of said Section 4, North 89°12'46" West, a distance of 943.00 feet, to the **POINT OF BEGINNING**, being a point on the southerly sideline of the Electric Easement, as described in Document number 2017-902759, a Grant of Easement, recorded on August 15, 2017, in the Official Records of Douglas County, Nevada;

THENCE, departing said **POINT OF BEGINNING**, along the southerly sideline of said easement, South 88°51'33" West, 10.00 feet;

THENCE, leaving the southerly sideline of said easement, North 00°00'38" West, 10.00 feet, to the northerly sideline of said easement:

THENCE, along the northerly sideline of said easement, North 88°51'33" East, 10.00 feet;

THENCE, leaving the northerly sideline of said easement, South 00°00'38" East, 10.00 feet, to the **POINT OF BEGINNING**.

Containing 100 Square Feet, more or less.

BASIS OF BEARINGS:

Grid North, Modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994 (NAD 83/94) based on tied values of the centerline monuments on Silver State Parkway, determined using Real Time Kinematic GPS (RTK GPS) observations of the centerline monument at the intersection of Precision Drive and Silver State Parkway and the centerline monument at the intersection of Silver State Parkway and Commerce Court.

SURVEYOR'S CERTIFICATE:

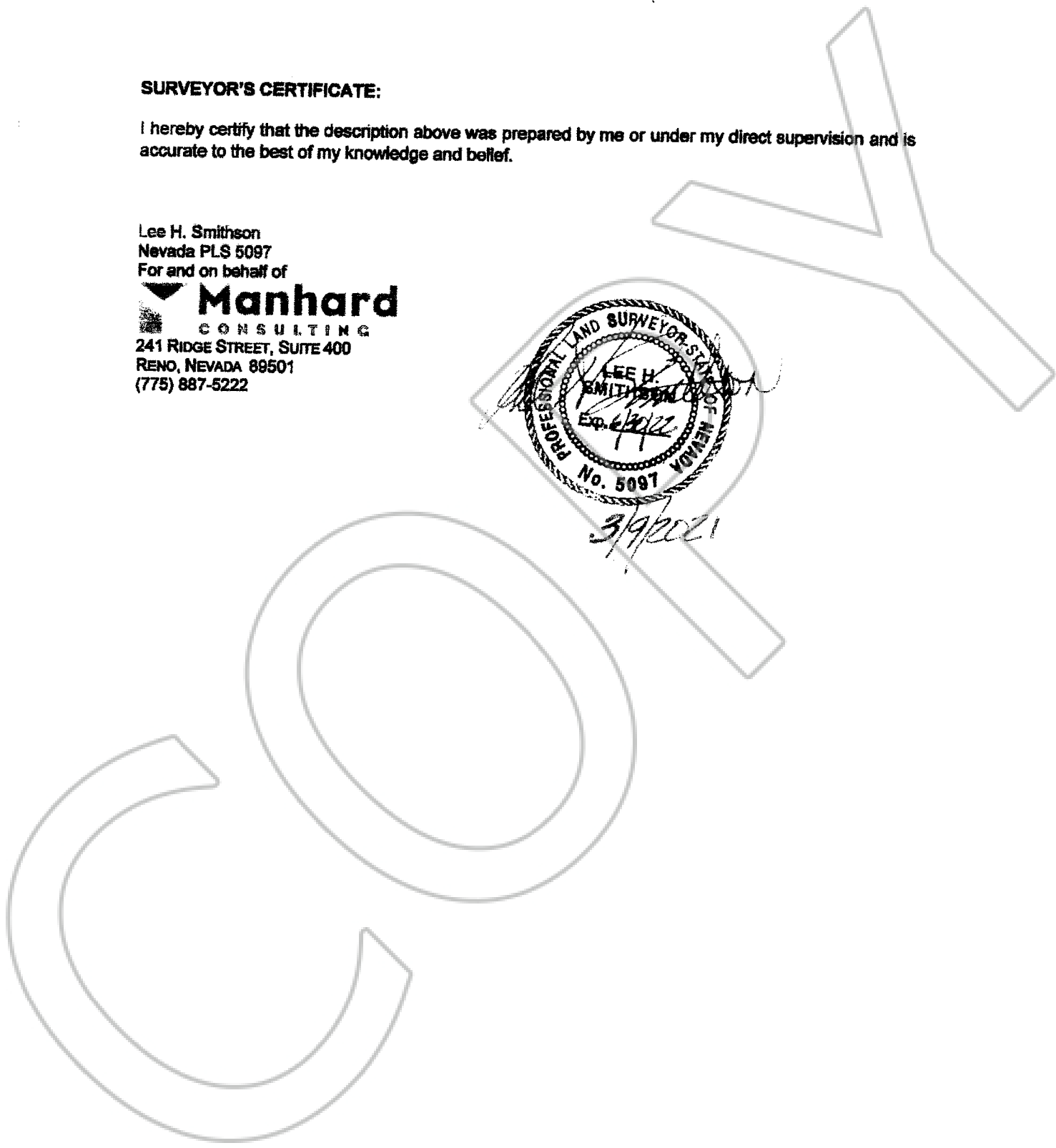
I hereby certify that the description above was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222



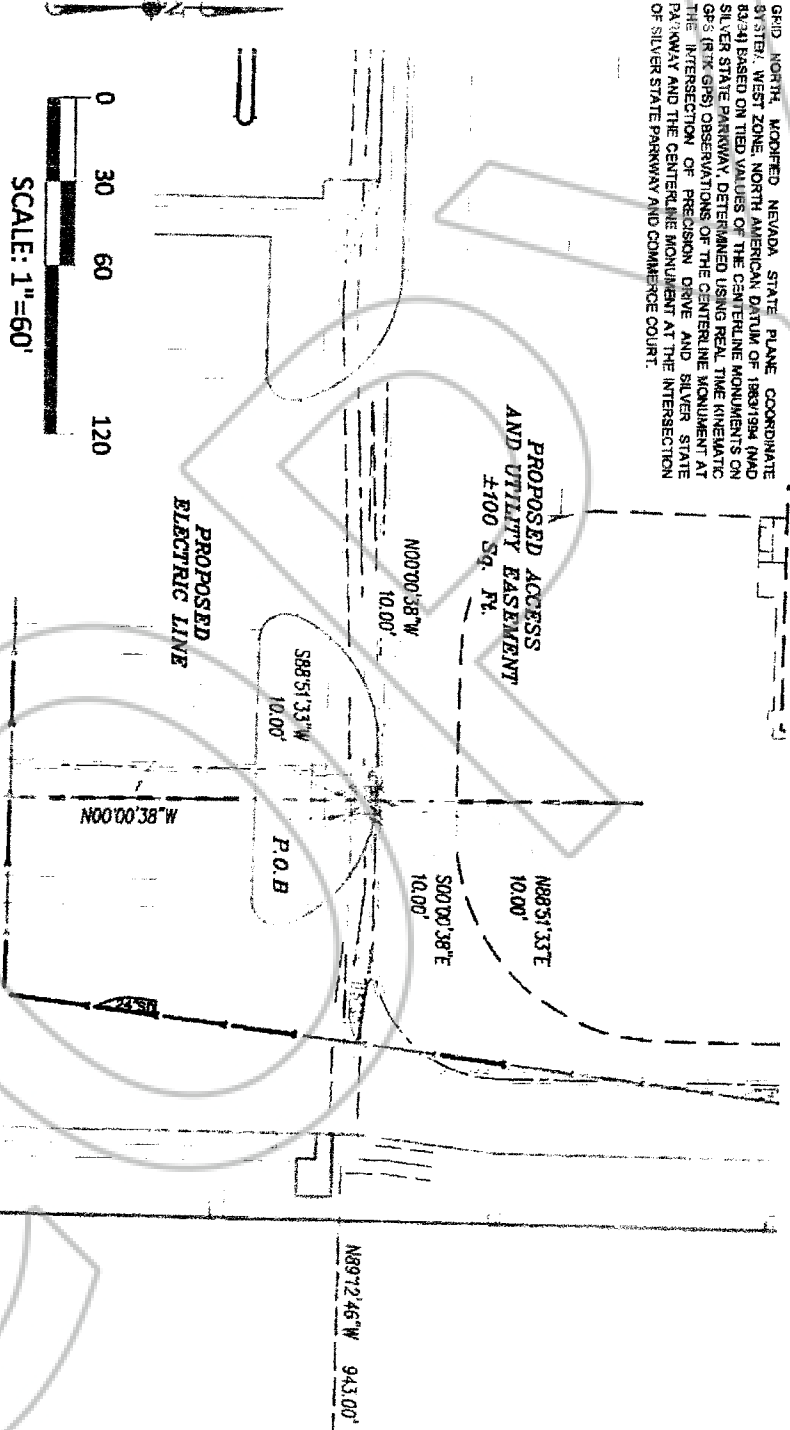
3/9/2021



BASIS OF BEARINGS

GRID NORTH, MODIFIED NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994 (NAD 83/94) BASED ON TIED VALUES OF THE CENTERLINE MONUMENTS ON SILVER STATE PARKWAY, DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS OF THE CENTERLINE MONUMENT AT THE INTERSECTION OF PRECISION DRIVE AND SILVER STATE PARKWAY AND THE CENTERLINE MONUMENT AT THE INTERSECTION OF SILVER STATE PARKWAY AND COMMERCE COURT.

EXHIBIT A-1



SCALE: 1"=60'

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Manhard
CONSULTING

247 Ridge Street, Suite 400, Reno, NV 89501 975.746.3500 975.746.3520 manhard.com
Civil Engineers | Surveyors | Water Resources Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

STARBUCKS FACILITY
DOUGLAS COUNTY, NEVADA
ACCESS EASEMENT

PROJ. NAME:	LNS	PROJECT CODE:	AME.DCNV.01
DRAWN BY:	LNS	SHEET:	1
DATE:	MAR. 2021	OF:	1
SCALE:	1"=60'		

