

**Recording Requested By:
COUNTY OF CONTRA COSTA**

**When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services Division
255 Glacier Drive
Martinez, CA 94553**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

PROJECT: LP16-2031

PROPERTY OWNER(S): CP Logistics Willow Pass, LLC

ASSESSOR'S PARCEL NUMBER(S): 099-160-026 & 099-160-027

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between CP Logistics Willow Pass, LLC and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Maintain: The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Laugenour and Meikle, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term "**Project**" means LP16-2031, which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" CP Logistics Willow Pass, LLC, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Property.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by Laugenour and Meikle, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County has operates and maintains a portion of land including the 1,300-foot length of Evora Road at its western terminus in the unincorporated area of Contra Costa County near the city of Concord, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.
- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the

County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the 1,300-foot length of Evora Road at its western terminus in the unincorporated area of Contra Costa County near the city of Concord, and each and every part thereof.

Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

SECTION 7

Severability: Invalidity of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

Property Owner (CP Logistics Willow Pass, LLC)

By: _____
Warren Lai, Public Works Director

By: CP Logistics Platform, LLC
Member, CP Logistics Willow Pass, LLC

RECOMMENDED FOR APPROVAL:

By: Panattoni CLP, LLC
Administrator, CP Logistics Platform, LLC

Warren Lai, Public Works Director

By: Panattoni CLP Operator, LLC
Manager, Panattoni CLP Operator, LLC

By: _____
Deputy Public Works Director

By: _____
Lauren Kerns
Vice President

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
William Bullen
Vice President

By: _____
Deputy County Counsel.
Michael George

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w)); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

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SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

Property Owner: CP Logistics Willow Pass, LLC

By: _____
Warren Lai, Public Works Director

By: CP Logistics Platform, LLC, a Delaware limited liability company, its sole member

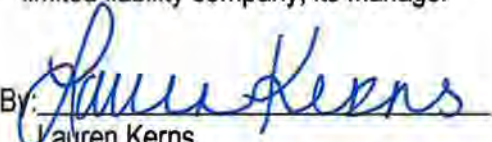
RECOMMENDED FOR APPROVAL:

By: Panattoni CLP, LLC, a Delaware limited liability company, its Administrator

Warren Lai, Public Works Director

By: Panattoni CLP Operator, LLC, a Delaware limited liability company, its Manager

By: _____
Deputy Public Works Director

By: 
Lauren Kerns
Vice President

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
William Bullen
Vice President

By: _____
Deputy County Counsel

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w)); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

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SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

Property Owner: CP Logistics Willow Pass, LLC

By: _____
Warren Lai, Public Works Director

By: CP Logistics Platform, LLC, a Delaware limited liability company, its sole member

RECOMMENDED FOR APPROVAL:

By: Panattoni CLP, LLC, a Delaware limited liability company, its Administrator

Warren Lai, Public Works Director

By: Panattoni CLP Operator, LLC, a Delaware limited liability company, its Manager

By: _____
Deputy Public Works Director

APPROVED AS TO FORM:

By: _____
Lauren Kerns
Vice President

Thomas L. Geiger
County Counsel

By:  _____
William Bullen
Vice President

By: _____
Deputy County Counsel

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w)); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).)]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

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EXHIBIT 'A'
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF LOT 51 AND LOT 52 AS SHOWN ON THE MAP OF THE GOVERNMENT OR GWIN RANCH, FILED NOVEMBER 8, 1884, IN BOOK "D" OF MAPS, AT PAGE 87, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE ANGLE POINT ON THE NORTHERLY LINE OF SAID LOT 52, FROM WHENCE THE WEST ¼ CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN, BEARS NORTH 1° 14' 02" EAST, 3.96 FEET, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED JUNE 2, 1976, IN BOOK 60 OF LICENSED SURVEYORS' MAPS, AT PAGE 44, CONTRA COSTA COUNTY RECORDS; SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE SOUTH 45° 32' 37" WEST, 148.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 23' 07" WEST, 290.88 FEET; THENCE SOUTH 62° 40' 21" WEST, 284.89 FEET; THENCE SOUTH 35° 44' 23" EAST, 312.59 FEET; THENCE SOUTH 7° 22' 49" EAST, 162.61 FEET; THENCE SOUTH 51° 19' 14" EAST, 704.25 FEET; THENCE NORTH 51° 05' 58" EAST, 66.92 FEET; THENCE SOUTH 36° 02' 59" EAST, 203.97 FEET TO THE NORTHERLY LINE OF THAT 4 ACRE PARCEL OF LAND DESCRIBED AS "PARCEL ONE", IN THE GRANT DEED FROM MANUEL J. DUARTE, JR., ET UX., TO CONCORD SPORTSMEN'S CLUB, A CORPORATION, RECORDED MARCH 8, 1961, IN BOOK 3819 OF OFFICIAL RECORDS, AT PAGE 450, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ONE NORTH 72° 22' 10" EAST, 232.35 FEET; THENCE LEAVING SAID NORTHERLY LINE, NORTH 0° 03' 53" WEST, 469.54 FEET; THENCE NORTH 68° 30' 47" WEST, 200.00 FEET; THENCE NORTH 63° 39' 18" WEST, 125.00 FEET; THENCE NORTH 51° 59' 35" WEST, 99.93 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 51° 13' 31", AN ARC DISTANCE OF 223.51 FEET; THENCE ALONG A TANGENT LINE, NORTH 0° 46' 04" WEST, 171.92 FEET; THENCE NORTH 57° 38' 50" WEST, 161.59 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION ALSO BEING KNOWN AS PARCEL "A" PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT (FILE NO. LL030038) APPROVED BY CONTRA COSTA COUNTY, AS DISCLOSED BY THAT CERTAIN CORRECTION QUITCLAIM DEED RECORDED AUGUST 1, 2003, AS INSTRUMENT NO. 2003-0376457, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.




Bryan P. Bonino, L.S.

10/30/2023
Date

EXCEPTING THEREFROM PORTIONS OF PARCEL ONE:

1) ALL OF THE OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS, AS WELL AS THERMAL STEAM AND HOT WATER, LYING IN AND UNDER, TO A DEPTH OF 4,500 FEET BELOW MEAN SEA LEVEL, AS GRANTED FROM ELWIN F. WARE, ET UX., TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN THAT CERTAIN INSTRUMENT RECORDED SEPTEMBER 2, 1975, IN BOOK 7609 OF OFFICIAL RECORDS, AT PAGE 384, CONTRA COSTA COUNTY RECORDS.

2) "RESERVING UNTO THE SELLERS AS GRANTORS ALL OR ANY OF THE OIL, GAS, MINERALS AND HYDROCARBONS, ALL CHEMICAL GAS AND ALL GEOTHERMAL STEAM LYING BELOW A DEPTH OF MORE THAN FORTY-FIVE HUNDRED (4500) FEET BELOW MEAN SEA LEVEL, INCLUDING THE RIGHT TO GRANT LEASES FOR ALL OR ANY OF SAID PURPOSES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR UPON ANY PORTION THEREOF WITHIN FORTY-FIVE HUNDRED (4500) FEET VERTICAL DISTANCE BELOW MEAN SEA LEVEL," AS RESERVED IN THE GRANT DEED FROM ELWIN F. WARE, ET UX., RECORDED JULY 14, 1983, IN BOOK 11339 OF OFFICIAL RECORDS, AT PAGE 640, CONTRA COSTA COUNTY RECORDS.

3) "EXCEPTING FROM SAID REAL PROPERTY AND RESERVING TO THE GRANTORS HEREIN ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE NORMAL SURFACE OF THE GROUND, PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND MINERALS SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON," AS RESERVED IN THE GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 3, 1991, AS INSTRUMENT NO. 1991-0178168, IN BOOK 16844 OF OFFICIAL RECORDS, AT PAGE 485, CONTRA COSTA COUNTY RECORDS.

4) "GRANTOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, NON-EXCLUSIVE RIGHTS TO ALL THE SUBSURFACE WATER NOW OR HEREAFTER FOUND, LOCATED IN ALL OR ANY PART OF THE LAND ABOVE DESCRIBED, LYING BELOW THE SURFACE THEREOF, EXPRESSLY RESERVES THE RIGHT TO GRANT LEASES FOR SUCH WATER WITHOUT RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF RECOVERING SUCH WATER," AS RESERVED IN THE GRANT DEED FROM THOMAS/DENOVA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED NOVEMBER 21, 2003, AS INSTRUMENT NO. 2003-0569305, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

BEING APNS 099-160-026 AND 099-160-027.

CONTAINING 15.424 ACRES OF LAND, MORE OR LESS.

SEE EXHIBIT 'B', ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL TWO:

A NON-EXCLUSIVE PERPETUAL EASEMENT, APPURTENANT TO PARCEL ONE, ABOVE, FOR INGRESS AND EGRESS BY VEHICLES, PEDESTRIANS AND ANIMALS AND FOR INSTALLING, REPAIRING, REMOVING AND REPLACING A ROAD AND LINES, WIRES, PIPES, CONDUITS AND FACILITIES FOR WATER, SEWER, GAS, ELECTRIC, TELECOMMUNICATIONS, FIBER OPTIC, AND STORM WATER PURPOSES, OVER, UNDER, THROUGH, AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF LOTS 50 AND 51 AS SHOWN ON THE MAP OF THE GOVERNMENT OR GWIN RANCH, FILED NOVEMBER 8, 1884, IN BOOK "D" OF MAPS, AT PAGE 87, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT 4 ACRE PARCEL OF LAND DESCRIBED AS "PARCEL ONE", IN THE GRANT DEED FROM MANUEL J. DUARTE, JR., ET UX., TO CONCORD SPORTSMEN'S CLUB, A CORPORATION, RECORDED MARCH 8, 1961, IN BOOK 3819 OF OFFICIAL RECORDS, AT PAGE 450, CONTRA COSTA COUNTY RECORDS, SAID POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 51; THENCE NORTH 29° 39' 04" WEST, 361.48 FEET TO THE NORTHWEST CORNER OF SAID PARCEL ONE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, NORTH 72° 22' 10" EAST, 45.83 FEET; THENCE LEAVING SAID NORTHERLY LINE, NORTH 36° 02' 59" WEST, 203.97 FEET; THENCE SOUTH 51° 05' 58" WEST, 66.92 FEET; THENCE SOUTH 16° 38' 49" EAST, 181.89 FEET TO THE EASTERLY LINE OF THE CONTRA COSTA CANAL, AND ALSO BEING THE EASTERLY LINE OF THE 6.92 ACRE PARCEL OF LAND DESCRIBED IN THE GRANT DEED FROM MANUEL J. DUARTE, JR., ET UX., TO THE UNITED STATES OF AMERICA, RECORDED SEPTEMBER 23, 1938, IN BOOK 486 OF OFFICIAL RECORDS, AT PAGE 4, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID CONTRA COSTA CANAL SOUTH 51° 15' 40" EAST, 25.00 FEET TO THE BEGINNING OF A 185 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 06' 00", AN ARC DISTANCE OF 213.43 FEET; THENCE LEAVING SAID CURVE SOUTH 14° 50' 21" WEST, 14.77 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AWARDED TO THE UNITED STATES OF AMERICA IN THE "FINAL JUDGMENT ON PARCEL 75", ENTERED JUNE 19, 1945, IN THE DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 29, 1945, IN BOOK 818 OF OFFICIAL RECORDS, AT PAGE 123, CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 47° 02' 40" EAST, 469.26 FEET; THENCE SOUTH 44° 50' 15" EAST, 85.23 FEET TO THE NORTHERLY RIGHT OF WAY OF EVORA ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY, ALONG A NON-TANGENT CURVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 45° 34' 03" EAST, HAVING A RADIUS OF 45 FEET, THROUGH A CENTRAL ANGLE OF 98° 03' 15", AN ARC DISTANCE OF 77.01 FEET; THENCE LEAVING SAID RIGHT OF WAY OF EVORA ROAD, NORTH 47° 02' 40" WEST, 271.24 FEET; THENCE NORTH 42° 57'

20" EAST, 20.00 FEET; THENCE NORTH 47° 02' 40" WEST, 80.00 FEET; THENCE NORTH 72° 22' 10" EAST, 11.37 FEET TO THE POINT OF BEGINNING.

BEING APN 099-210-020.

CONTAINING 1.616 ACRES OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

LEGEND

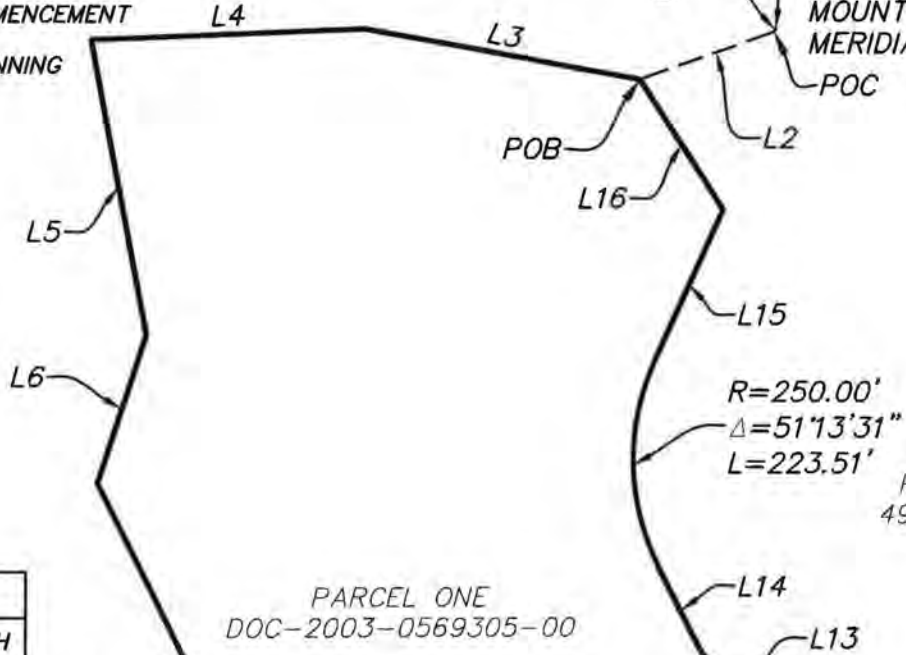
- PROPERTY LINE CLOSURE
- PROPERTY LINE ADJACENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



PARCEL B
497 M 6-28

BASIS OF
BEARINGS
L1

WEST 1/4 CORNER
SECTION 17,
TOWNSHIP 2 NORTH,
RANGE 1 WEST,
MOUNT DIABLO
MERIDIAN
POC

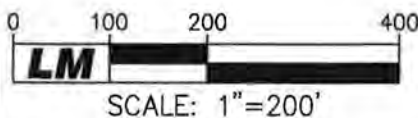


PARCEL B
497 M 6-28

PARCEL ONE
DOC-2003-0569305-00

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°14'02"E	3.96'
L2	S45°32'37"W	148.04'
L3	S75°23'07"W	290.88'
L4	S62°40'21"W	284.89'
L5	S35°44'23"E	312.59'
L6	S07°22'49"E	162.61'
L7	S51°19'14"E	704.25'
L8	N51°05'58"E	66.92'
L9	S36°02'59"E	203.97'
L10	N72°22'10"E	232.35'
L11	N00°03'53"W	469.54'
L12	N68°30'47"W	200.00'
L13	N63°39'18"W	125.00'
L14	N51°59'35"W	99.93'
L15	N00°46'04"W	171.92'
L16	N57°38'50"W	161.59'

PARCEL TWO
DOC-2003-
0569305-00
(EVORA COURT
PARCEL C
497 M 6-28)



BASIS OF BEARINGS
THE RECORD BEARING OF S01°14'02"W AS DESCRIBED
IN DOCUMENT NO. 2003-0569305, CONTRA COSTA
COUNTY RECORDS, AND BEING BETWEEN AN ANGLE
POINT ON THE NORTHERLY LINE OF LOT 52 AS SHOWN
ON THE MAP OF THE GOVERNMENT OR GWIN RANCH,
FILED NOVEMBER 8, 1884, IN BOOK "D" OF MAPS, AT
PAGE 87, CONTRA COSTA COUNTY RECORDS, AND THE
WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 2
NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN.

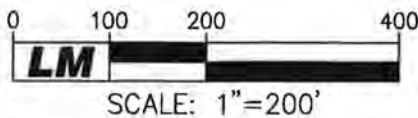
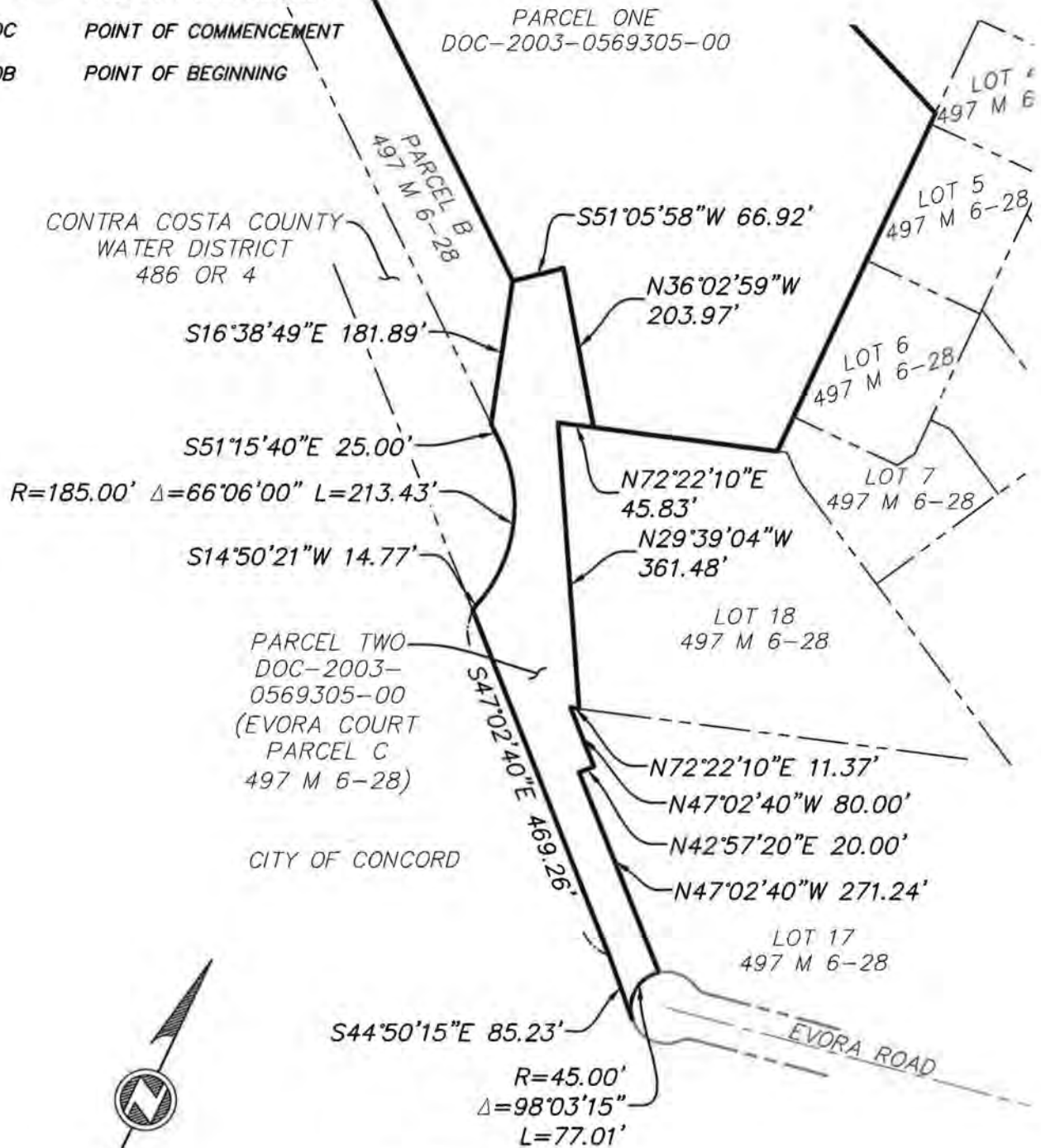
EXHIBIT 'B' PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 1 OF 2

DATE 10/30/2023

LEGEND

- PROPERTY LINE CLOSURE
- PROPERTY LINE ADJACENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 • PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL
DESCRIPTION

SHEET 2 OF 2 DATE 10/30/2023

X:\Land Projects\4042-15-3A\dwg\4042-15-3A_Plat Map

ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 08 day of May, 2024, by Lauren Kerns, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or produced a valid driver's license as identification.




Notary Public

My Commission Expires: 03/10/2027

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by William Bullen, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Lauren Kerns, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or produced a valid driver's license as identification.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Rock)

The foregoing instrument was acknowledged before me this 8 day of May, 2024, by William Bullen, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.


Notary Public

My Commission Expires: 5/16/2024

DONNA BOESE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064001235
MY COMMISSION EXPIRES MAY 16, 2024