Peter J. Broderick (SBN 293060)
Meredith Stevenson (SBN 328712)
CENTER FOR BIOLOGICAL DIVERSITY
2100 Franklin St., Suite 375
Oakland, CA 94612
Telephone: (510) 844-7100
Facsimile: (510) 844-7150
pbroderick@biologicaldiversity.org
mstevenson@biologicaldiversity.org

Attorneys for Petitioner and Plaintiff Center for Biological Diversity

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

CENTER FOR BIOLOGICAL DIVERSITY,

Petitioner and Plaintiff,

v.

CITY OF PITTSBURG; CITY COUNCIL OF THE CITY OF PITTSBURG; and DOES 1 through 20, inclusive,

Respondents and Defendants;

PITTSBURG DATA HUB, LLC; AVAIO DIGITAL PARTNERS I, LLC; and DOES 21 through 40, inclusive,

Real Parties in Interest.

Case No. N24-2162

Department: 39
Judge: Hon. Edward G. Weil

JOINT EX PARTE APPLICATION FOR STAY PENDING SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; DECLARATION OF MEREDITH STEVENSON; [PROPOSED] ORDER GRANTING STAY

JOINT EX PARTE APPLICATION

Petitioner CENTER FOR BIOLOGICAL DIVERSITY, Respondents CITY OF PITTSBURG AND CITY COUNCIL ("City"), and Real Parties in Interest PITTSBURG DATA HUB, LLC; AVAIO DIGITAL PARTNERS I, LLC ("Real Parties") (together, the "Parties") through their respective attorneys, hereby apply ex parte for an order from this Court staying the above-captioned action, pursuant to a settlement agreement reached by the Parties ("Settlement Agreement"), attached hereto as Exhibit A. The Parties request that the Court order the above-entitled action to be stayed until 31 days following the Settlement Agreement's Implementation Date, to allow the Parties to satisfy their obligations under the Settlement Agreement. This application is based on the attached points and authorities, the declaration of Meredith Stevenson, the files and records in this action, and any other oral or documentary evidence that might be presented at or prior to a hearing on the application, if requested by the Court.

Pursuant to California Rules of Court, Rule 3.1202(a), the contact information for parties to the lawsuit is as follows:

Peter J. Broderick (SBN 293060)
Meredith Stevenson (SBN 328712)
CENTER FOR BIOLOGICAL DIVERSITY
2100 Franklin St., Suite 375
Oakland, CA 94612
Telephone: (510) 844-7100
Facsimile: (510) 844-7150
pbroderick@biologicaldiversity.org
mstevenson@biologicaldiversity.org
Attorneys for Petitioner CENTER FOR BIOLOGICAL DIVERSITY

Donna Mooney
OFFICE OF THE CITY ATTORNEY
Pittsburg City Hall
65 Civic Avenue
Pittsburg, CA 94565
dmooney@pittsburgca.gov
Attorney for Respondents CITY OF PITTSBURG; CITY COUNCIL OF THE CITY OF PITTSBURG

Andrew B. Sabey
Connor T. Kratz
COX, CASTLE & NICHOLSON LLP

50 California Street, Suite 3200
San Francisco, California 94111-4710
Telephone: (415) 262-5100
Facsimile: (415) 262-5199
asabey@coxcastle.com;
ckratz@coxcastle.com
Attorneys for Real Parties in Interest
PITTSBURG DATA HUB, LLC and AVAIO DIGITAL PARTNERS I, LLC.

The undersigned counsel warrant that all Parties have given and/or received timely notice of this joint ex parte application. Pursuant to Rule 3.1202, no Party has previously made an ex parte application to this Court of the same character or for the same relief.

MEMORANDUM OF POINTS AND AUTHORITIES

The above-captioned action was filed on December 2, 2024. After extensive and detailed negotiations, the Parties to this action have agreed to a comprehensive Settlement Agreement and jointly apply to this Court to enter a stay of these proceedings until the Parties can fulfil their respective obligations under the Settlement Agreement, after which time, Petitioner Center for Biological Diversity will seek to dismiss the case.

This case concerns the November 4, 2024 decision of the City of Pittsburg, California to approve the Pittsburg Technology Park Specific Plan (the "Project") proposed by Real Parties Pittsburg Data Hub, LLC and AVAIO Digital Partners I, LLC; certify an Environmental Impact Report ("EIR") for the Project; and approve several other entitlements. The settlement agreement involves additional mitigation for both a potential data center intended to be constructed in Phase I, as well as mitigation if any phase includes warehouses or logistics centers. The Settlement Agreement is contingent upon (1) the City adopting a Mitigation, Monitoring, and Reporting Plan ("MMRP") for the Phase I Data Center, including mitigation specified in the settlement agreement (occurring on the NOD Data Center Date); and (2) the City passing a Future Review Resolution to commit the City to preparing or requiring an EIR to be certified in advance of or concurrently with any potential approval of a discretionary entitlement for any future warehouse/logistics center in any phase (occurring on the Future Review Resolution Adoption Date). As a result, the settlement agreement includes an Implementation Date, defined as the

first date on which both the Future Review Resolution Adoption Date and the Data Center NOD Date have occurred, after which Petitioner will request to dismiss the case.

Settlement of litigation is favored by California public policy. (See *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1386 ["California has a strong public policy in favor of encouraging settlement."]; *In re Marriage of Hatch* (1985) 169 Cal.App.3d 1213, 1221 ["The public policy of California strongly favors settlement as the primary means of resolving legal disputes."].) Because of the nature of the CEQA claims at issue here, as well as the competing interests of the Parties, a conventional settlement involving immediate dismissal of litigation is out of reach. Nonetheless, the parties arrived at a unique compromise solution that will continue to require time (including public noticing periods and allowing for challenge periods to expire to assure that the City's proposed actions are final) to finalize and allow for implementation. During that time, it is in no one's best interest—neither the parties' nor the Court's—to continue to prosecute a case that all intend will become moot.

The Parties respectfully request that the Court enter the attached Order staying this case until 31 days following the Settlement Agreement's Implementation Date, to allow the Settlement Agreement to be implemented.

DATED: December 11, 2025

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
Peter J. Broderick
Meredith Stevenson
Attorneys for Petitioner
CENTER FOR BIOLOGICAL DIVERSITY

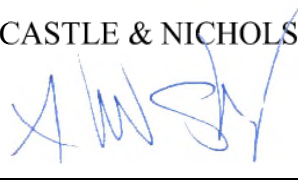
DATED: December 11, 2025

COUNSEL FOR CITY OF PITTSBURG

By: _____
Donna Mooney
Attorneys for Respondents
CITY OF PITTSBURG and CITY COUNCIL OF THE CITY OF PITTSBURG

DATED: December 11, 2025

COX, CASTLE & NICHOLSON LLP

By: 

Andrew B. Sabey
Connor T. Kratz
Attorneys for Real Parties in Interest
PITTSBURG DATA HUB, LLC and AVAIO DIGITAL PARTNERS I, LLC

DECLARATION OF MEREDITH STEVENSON

I, Meredith Stevenson, declare as follows:

1. I am an attorney licensed to practice in the State of California and a Staff Attorney employed by the Center for Biological Diversity. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief, and as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

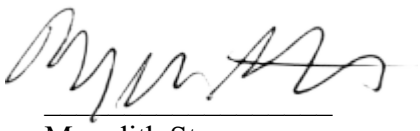
2. I serve as counsel for Petitioner in the action discussed in this ex parte application, Center for Biological Diversity v. City of Pittsburg, et al., Case No. N24-2162, filed on December 2, 2024, currently pending in Department 39 of the Contra Costa County Superior Court.

3. Before 10 AM Pacific Standard Time today, I notified the court clerk of this ex parte application via email. All other parties were notified via email on December 11, 2025.

4. A true and correct copy of the Settlement Agreement regarding Pittsburg Technology Park Specific Plan is attached hereto as Exhibit A.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 16th day of December, 2025 in Oakland, California.



Meredith Stevenson

[PROPOSED] ORDER

On December __, 2025, in Department 39 of the above-captioned Court, Petitioner CENTER FOR BIOLOGICAL DIVERSITY, Respondents CITY OF PITTSBURG AND CITY COUNCIL, and Real Parties in Interest PITTSBURG DATA HUB, LLC; AVAIO DIGITAL PARTNERS I, LLC (together, the "Parties") jointly moved this court ex parte for a stay of proceedings in order to effectuate a settlement agreement between the Parties that seeks to resolve this litigation ("Settlement Agreement"). Having read and considered the papers, the evidence and argument presented by counsel, and for good cause having been shown, the Court hereby rules as follows:

IT IS HEREBY ORDERED:

1. All proceedings in this case are stayed until 31 days following the Implementation Date described in Section 1.2 of the Settlement Agreement included as Exhibit A to this Order.

2. In the event the terms of the settlement agreement cannot be met, the Parties shall notify the Court within 30 days of such determination.

DATED: _____, 2025

_____
HON. EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT

Exhibit A

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement ("Agreement") are the City of Pittsburg, California and the Pittsburg City Council ("City"); Pittsburg Data Hub, LLC ("Owner" or "PDH"); and AVAIO Digital Partners I, LLC ("ADP"); and the Center for Biological Diversity ("Center"). The City, PDH, ADP, and the Center may be referred to herein collectively as the "Parties" and individually as a "Party."[1]

RECITALS

WHEREAS, On November 4, 2024, the City of Pittsburg certified an environmental impact report ("EIR") and approved certain entitlements ("Project Approvals") for the Pittsburg Technology Park Specific Plan ("Project") sought by PDH on approximately 76 acres of land owned by PDH and located in the City along the Contra Costa Canal, as more particularly described in Exhibit 1, attached hereto ("Property"). PDH is the owner of the Property, the "Project Applicant" listed on the City's November 5, 2024, Notice of Determination for the Project, and the sole recipient of the Project Approvals;

WHEREAS, The Project involves a phased, master planned development with three construction phases, with Phase I "assumed" to involve an approximately 347,000 square foot data center on approximately 22 acres, Phase II anticipated to involve an approximately 368,551 square foot development on approximately 29 acres, and Phase III anticipated to involve an approximately 392,567 square foot development on approximately 25 acres, as described in Exhibit 1. "Phase I," "Phase II," and "Phase III," as used in this Agreement shall refer to the phases of the Project as further defined and described in Exhibit 1. The Project site's land use designation of "Employment Center Industrial" allows for any Project phase to include manufacturing and distribution warehouses or data centers, which have yet to be determined;

WHEREAS, On December 2, 2024, the Center filed a lawsuit challenging the City's Project Approvals and certification of the Final EIR, alleging violations of the California Environmental Quality Act ("CEQA"), in an action entitled *Center for Biological Diversity, et al. v. City of Pittsburg, et al.*, (Contra Costa County Superior Court Case No. N24-2162) (the "Lawsuit");

WHEREAS, The Parties have now identified mutually agreeable terms to resolve and settle the claims in the Lawsuit, including enhanced mitigation for the Project's greenhouse gas ("GHG") impacts, air quality impacts, biological resources impacts, water and energy demand impacts, and noise impacts; as well as a resolution to be presented to and considered for adoption with City

[1] As used in this Agreement, a "Party" includes the officers, governing boards, agents, and employees of that Party. "Party" does not include the members of any membership organization that is a Party who are not also officers, members of the governing board, agents, or employees of the Party.

staff's recommendation by the City Council of the City to require future environmental review for warehouse/logistics uses during any Project phase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Acknowledgement of Required Further Environmental Review.

1.1 Further Environmental Review. The Parties agree that future environmental review shall be required prior to any City approval of a discretionary entitlement required for any future warehouse/logistics center proposed as part of Phase II and Phase III of the Project. As described in more particularity in this Section below, City staff will present for the City Council's review and consideration, and with the recommendation of City staff for approval, a resolution requiring such future environmental review for any proposed warehouse/logistics center. Upon the Implementation Date, the Center agrees to dismiss and/or resolve the Lawsuit with prejudice.

1.2 Contingency and Implementation. This Agreement is immediately effective upon the Effective Date (defined below) and the Center's obligations are contingent upon the occurrence of the Implementation Date (defined below).

1.2.1 Future Review Resolution: The "Future Review Resolution" shall be the City's due and final adoption of a resolution substantially identical to the resolution attached to this Agreement as Exhibit 2. The Future Review Resolution would commit the City to preparing or requiring an environmental impact report to be certified in advance of or concurrently with any potential approval of a discretionary entitlement for any future warehouse/logistics center in any phase. The Future Review Resolution shall include: (1) a provision providing that, while subsequent environmental impact reports may incorporate by reference sections of the current EIR, the City may not rely on the current EIR's conclusions and must update each section to specifically analyze a proposed warehouse/logistics project; and (2) a provision that no potential impacts of a warehouse/logistics center are or will be considered by the City to be fully addressed, evaluated, or mitigated by the current EIR. The Parties acknowledge that Exhibit 2 as drafted satisfies these conditions.

1.2.2 Data Center NOD: The "Data Center NOD" shall be the City's due and final adoption of an MMRP for a Data Center Project (defined below), should that project be approved, that satisfies the City's permitting obligations set forth in Section 2 below.

1.2.3 Future Review Resolution Adoption Date: The "Future Review Resolution Adoption Date" shall be first to occur of: (i) 91 days following the City's adoption of the Future Review Resolution, provided there is no legal challenge to the City's adoption of the Future Review Resolution during the prior 90 days, or (ii) the final dismissal, adjudication, or resolution, without possibility of appeal, of any legal challenge to such Future Review Resolution filed within 90 days of its adoption that does not result in any amendment of the Future Review Resolution inconsistent with the terms of this Agreement.

1.2.4 Data Center NOD Date: The "Data Center NOD Date" shall be the first to occur of: i) 31 days following the City's adoption of a Notice of Determination for the Data Center Project, provided there is no legal challenge to the City's adoption of the Data Center NOD during the prior 30 days, or (ii) the final dismissal, adjudication, or resolution, without possibility of appeal, of any timely legal challenge to such Data Center NOD that does not result in any amendment of the Data Center NOD inconsistent with the terms of this Agreement .

1.2.5 Implementation Date: The "Implementation Date" shall be the first date on which both the Future Review Resolution Adoption Date and the Data Center NOD Date have occurred.

1.3 Dismissal. Within 15 days of the Implementation Date, the City or Owner shall give the Center notice that the Implementation Date has passed. Within 15 days of such notice, the Center shall file a request to dismiss the Lawsuit with prejudice. The Parties shall cooperate with each other in good faith to take any and all actions necessary to accomplish these actions. The Parties agree that in that instance there shall be no "prevailing party" for purposes of Code of Civil Procedure Sections 1021.5 and 1032, and each agrees to bear its own costs of suit.

1.4 Failure of Conditions. Nothing in this Agreement will abrogate or impair the City's exercise of its police power. If the City does not adopt the Future Review Resolution in substantially

identical form to the version attached to this Agreement as Exhibit 2, or if the City adopts the Future Review Resolution but then, as a result of a legal challenge to such Future Review Resolution filed within 90 days of its adoption, amends such Future Review Resolution in a way that is inconsistent with the terms of this Agreement, this Agreement shall be null and void, and none of the terms of this Agreement shall be binding on any Party.

2. The Phase I Data Center.

Any data center constructed as part of Phase I of the Project (such data center, the "Data Center Project") shall include all of the mitigation measures set forth in this Section 2 of the Agreement. In that case, Owner shall request, and the City shall ensure, that the following measures are incorporated into an enforceable Mitigation, Monitoring and Reporting Program ("MMRP") for a Data Center Project[2], should such approval occur, and Owner shall adhere to these measures. These measures shall be enforceable by and through this Agreement, in addition to by and through the MMRP if a data center project is approved, except for Section 2.4 below, which would only be enforceable through the MMRP and Section 2.5, which shall only be enforceable through this Agreement. If a Data Center Project is approved, the MMRP also shall be enforceable prior to the issuance of any grading permits for Phase I of the Data Center Project.

2.1 Building Design. Owner will design and construct the Data Center Project in accordance with the most recent LEED Certified standards at the time of construction. Owner shall demonstrate that the Data Center Project has an average Power Usage Effectiveness of at least 1.27; has an average rack power rating range of 8 to 10 kilowatts or higher; and uses lighting control to reduce energy usage for new exterior lighting.

2.2 Rooftop Solar. Owner will construct and install on-site solar, with photovoltaic ("PV") coverage of: (1) 90% of undisturbed roof area, where the need for other mechanical equipment, safety & access corridors, productivity, or proximity to mechanical systems that may impact Power Usage Effectiveness performance do not preclude solar installation, and (2) 90% of on-site parking spaces, excluding locations where building shading makes PV energy generation unproductive, or state or local safety requirements prevent the construction of parking shade structures.

For purposes of this provision, the productive area for PV systems will be those meeting the minimum requirements of Reference Joint Appendix JA11 of the 2022 California Energy Code. PV sizing will not be less than the smaller of (1) the PV system size determined by

[2] For the avoidance of doubt, the MMRP would be adopted as part of project-level approvals by the City of Pittsburg, should these approvals occur, and will not result in any modification to the Specific Plan or its associated approvals and MMRP. The Center reserves the rights specified in Section 1.2 to withhold dismissal until 15-days after Owner gives the notice described in Section 1.3.

equation 140.10-A or (2) the total of all solar access roof area multiplied by 14 W/SF. Owner will evaluate the solar access roof area for the building, and the solar access roof area will not include any area that has less than 70 percent annual solar access.

2.3 Construction Measures. During construction of Pittsburg Data Hub in Phase I, Owner will require the following:

(a) Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading, or (2) the completion of an electrical hookup at the site, whichever is first, Owner will require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that Owner documents that equipment with the required tier is not reasonably available, and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment.[3] Before an exemption may be considered by the City, Owner shall be required to demonstrate that at least two construction fleet owners/operators in the Pittsburg Region were contacted and that those owners/operators confirmed Tier 4 Final or better equipment could not be located within the Pittsburg Region. To ensure that Tier 4 Final construction equipment or better would be used during the proposed Data Center Project's construction, Owner shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

(b) Provide electrical hook ups to the power grid as soon as available through the utility, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. Should the requisite grid connection not be available, Tier IV generators may be used.

---

[3] For example, if a Tier 4 Final piece of equipment is not reasonably available at the time of construction and a lower tier equipment is used instead (e.g., Tier 4 interim), another piece of equipment could be upgraded from a Tier 4 Final to a higher tier (i.e., Tier 5) or replaced with alternative-fueled (not diesel-fueled) equipment to offset the emissions associated with using a piece of equipment that does not meet Tier 4 Final standards.

(c) Use at least 20 percent of local or recycled building materials, in accordance with BAAQMD Best Management Practices.

(d) Limit idling times to 2 minutes or less.

(e) Require construction equipment to be turned off when not in use.

(f) Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

(g) All construction in Phases I, II, and III will comply with the standards set forth in the most recent California Green Building Standards Code in effect at the time each Data Center Project is approved.

(h) Use paints and architectural coatings for all interior painting that have volatile organic compound levels of less than 10 g/L.

2.4 GHG Renewable Commitment. Owner or customer shall participate in PG&E's Renewable Energy Program or other renewable energy program that accomplishes the same objective as the PG&E Renewable Energy Program for 100 percent carbon-free electricity, or (2) purchase renewable energy credits or similar instruments that accomplish the same goals of 100 percent carbon-free electricity. During operation, the Data Center Project owner or customer shall provide documentation to the director, or director's designee, of the City of Pittsburg Utility Department of initial enrollment and shall submit annual reporting to the director, or director's designee, of the City of Pittsburg Electric Utility Department documenting compliance.

2.5 GHG Mitigation Funding. Owner will pay a total of $750,000 ("Mitigation Grants Payment") to a foundation to be identified by the Center for Biological Diversity, which will distribute the funds via grant(s) to Open Opportunities, a 501(c)(3) nonprofit, or, if Open Opportunities is unwilling or unable to accept such grants, a similar nonprofit, for sustainability planning and regional climate resiliency projects, with a priority for projects benefitting disadvantaged communities within the City of Pittsburg. Final dispensation of this payment and/or project identified shall be consistent with the City of Pittsburg's Sustainability Plan GHG Emissions Reduction Goals. Fifty percent (50%) of the Mitigation Grants Payment shall be made within ninety (90) days from the date that Owner pulls the first building permit. The balance of the Mitigation Grants Payment shall be made within ninety (90) days from the initial issuance of a certificate of occupancy.

2.6 Electric Charging Infrastructure. During Phase I, Owner must ensure that at least 25 parking spaces are constructed and wired for future EV charging facilities (i.e., the parking spaces

must be EV-Ready), with at least 15 parking spaces supplied with charging facilities at the completion of construction.

Following Phase II construction, Owner must ensure that at least 50% of all required parking places are constructed and wired for future EV charging facilities (i.e., the parking spaces must be EV-Ready), with at least 25% of all required parking spaces supplied with charging facilities at the completion of construction.

2.7 Fugitive Dust Minimization. To ensure that fugitive dust impacts are minimized, Owner will implement the BAAQMD's recommended best management practices (BMPs) during the construction phase. These BMPs are incorporated into the design of the Data Center, and Owner will comply with the enumerated measures as filed with the California Energy Commission ("CEC") on February 29, 2024, modified only to the extent as may be required by the CEC.

2.8 Recycled Water. Owner will utilize recycled water as the sole source of water for process cooling and outdoor landscaping, absent a disruption in the utility's provision of an adequate supply of recycled water necessitating the use of non-recycled water.

2.9 Biological Mitigation. Owner will implement the enumerated project design measures (PDMs) related to biological resources as filed with the CEC on February 29, 2024, modified only to the extent as may be required by the CEC. These include the following measure for western pond turtle (*Emys marmorata*) protection.

(a) Western Pond Turtle Protection: Prior to the start of construction or operations and maintenance activities, Owner shall ensure that a qualified biologist approved by the City of Pittsburg Community Development Director conducts a pedestrian preconstruction survey of the Data Center Project site and adjacent suitable habitat for western pond turtles. The survey shall be conducted no more than 24 hours prior to the start of work and shall include walking the work area limits and interior and investigating all areas that could be used by the species. If western pond turtle individuals are found, the biologist shall relocate them to suitable habitat outside the disturbance area and far enough away that they would not be expected to return. If the biologist determines that it is warranted, exclusion measures shall be implemented to prevent individuals from returning to the active work site.

(b) Western Burrowing Owl Protection:

Prior to the start of construction or operations and maintenance activities, Owner shall ensure that the following mitigation measures are in place:

(1) Surveys

A qualified (CDFW-approved) biologist will conduct planning surveys to identify suitable burrowing owl habitat within the Data Center Project site and a 1,625-foot-wide (500-meter-wide) buffer. The entirety of the Data Center Project site and lands legally accessible to the applicant will be surveyed on foot, using pedestrian survey transects and survey methodology per guidance in the 2012 Staff Report. Lands owned/controlled by others will be surveyed via spotting scope, to the extent feasible given existing topography, vegetation, and structures.

The biologist will conduct preconstruction surveys of identified suitable habitat, consistent with East Contra Costa HCP/NCCP requirements, and taking into account additional guidance for determinations of presence/absence provided in the 2012 CDFW Staff Report.[4]

Western Burrowing Owl surveys will include breeding season surveys for nesting owls during the nesting season (February 1 to August 31) prior to the anticipated construction start date, and may additionally include surveys for wintering burrowing owls during the wintering season (September 1 to January 31). Preconstruction surveys for Western Burrowing Owl will also be conducted per the HCP/NCCP, no more than 30 days prior to the start of construction.

All surveys will be conducted by qualified (CDFW-approved) biologists as required by the HCP/NCCP.

(2) Buffers for Active Nests

If active Western Burrowing Owl nest burrows are identified during preconstruction surveys, they will be assessed on a case-by-case basis for distance to existing sources of disturbance (e.g., homes, roadways), and the level of existing disturbance (presence of existing visual/noise screening between burrow location and work area due to topography, vegetation, structures, etc.). This will provide a better understanding of how acclimated the nesting pair may be to disturbance, and whether there are inherent parameters that will reduce Data Center Project-related disturbance.

Assessment will also consider the type of habitat that would be affected in proximity to the nest if work proceeds, and the types of habitat that would remain.

[4] CDFW. (2012). Staff Report on Burrowing Owl Mitigation. Available at: https://files.ceqanet.opr.ca.gov/304181-1/attachment/qlVQskRBeoD6lL7K6oDAM_NdrgRs8NdjPbUaT99APSqfeMsDn4_xmadD7HhJBL9NXj6TNpUH4bl-7XWP0

This will help to ensure that nesting BUOW are not cut off from foraging opportunities as work proceeds.

Buffer widths will then be determined on a case-by-case basis, based on biologist recommendations in consideration of the factors above and informed by the guidance in the 2012 Staff Report.

Additionally, if active nests are identified during preconstruction surveys, a construction monitoring plan will be developed and submitted for approval by the East Contra Costa Habitat Conservancy, consistent with HCP/NCCP requirements. If multiple nests are identified, monitoring plans for each nest will be tailored to that nest's location and characteristics, per the factors above.

(3) Capping of Open Pipes, Culverts, Etc.

To prevent Western Burrowing Owls and other wildlife from sheltering or nesting in exposed material stored on the site, all pipes, culverts, hoses, and similar materials greater than two inches offering potential refuges for wildlife will, if stored for a period exceeding 1 week, be capped or securely covered to prevent wildlife entry; pipes will be thoroughly inspected for wildlife prior to capping/covering, to prevent wildlife entrapment, and will be re-inspected prior to use; and if stored for less than 1 week, will be thoroughly inspected for the presence of Burrowing Owl and other special-status wildlife prior to use.

Inspections may be conducted by contractor staff trained by the Data Center Project biologist.

2.10 Noise. Owner will minimize offsite, sensitive receptor noise impacts by using noise mitigation elements. Specifically, Owner must reduce noise through acoustic louvers, insulated wall panels around generators, low noise fans on roof-mounted mechanical equipment, and rooftop screening.

Whenever feasible, Owner will locate or park all stationary construction equipment as far from sensitive receptors as possible and direct emitted noise away from sensitive receptors, provided Owner is always compliant with the noise code.

Owner must certify that construction equipment has properly operating and maintained mufflers.

3. Mitigation for a Warehouse and/or Logistics Permitted Uses in Any Phase.

Any discretionary approval for a warehouse and/or logistics project constructed as part of any phase of the Project (each such project, the "Warehouse/Logistics Project") shall include, as part of the required environmental review and MMRP, all of the mitigation measures set forth in

this Section 3 of the Agreement. Owner shall request that the City incorporate these measures into the Mitigation, Monitoring, and Reporting Program ("MMRP") for the applicable Warehouse/Logistics Project, and Owner shall adhere to these Section 3 measures. These measures shall be enforceable by and through this Agreement, in addition to by and through the MMRP. Any approval of a discretionary entitlement which relies upon these mitigation measures shall occur, if at all, prior to the issuance of any grading permits for any phase of a Warehouse/Logistics Project.

3.1 Rooftop Solar. Owner must construct and install on-site solar, with photovoltaic ("PV") coverage of: (1) 90% of undisturbed roof area, where the need for other mechanical equipment, safety & access corridors, productivity, or proximity to mechanical systems that may impact Power Usage Effectiveness performance do not preclude solar installation, and (2) 90% of on-site parking spaces, excluding locations where building shading makes PV energy generation unproductive, or state or local safety requirements prevent the construction of parking shade structures.

For purposes of this provision, the productive area for PV systems will be those meeting the minimum requirements of Reference Joint Appendix JA11 of the 2022 California Energy Code. PV sizing will not be less than the smaller of (1) the PV system size determined by equation 140.10-A or (2) total of all solar access roof area multiplied by 14 W/SF. Owner will evaluate the solar access roof area for the building and solar access roof area and will not include any area that has less than 70 percent annual solar access.

3.2 Construction Measures. During construction of a warehouse/logistics center in Phase I, II, or III, Owner will require the following:

(a) Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hookup at the site, whichever is first, Owner will require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that Owner documents that equipment with the required tier is not reasonably available, and corresponding reductions in criteria air pollutant

emissions are achieved from other construction equipment.[5] Before an exemption may be considered by the City, Owner shall be required to demonstrate that at least two construction fleet owners/operators in the Pittsburg Region were contacted and that those owners/operators confirmed Tier 4 Final or better equipment could not be located within the Pittsburg Region. To ensure that Tier 4 Final construction equipment or better would be used during the proposed Warehouse/Logistics Project's construction, Owner shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

(b) Provide electrical hook ups to the power grid as soon as available through the utility, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills, and compressors. Should the requisite grid connection not be available, Tier IV generators may be used.

(c) Use at least 20 percent of local or recycled building materials, in accordance with BAAQMD Best Management Practices.

(d) Limit idling times to 2 minutes or less.

(e) Require construction equipment to be turned off when not in use.

(f) Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

(g) All construction in Phase I, II, and III will comply with the standards set forth in the most recent California Green Building Standards Code in effect at the time each Warehouse/Logistics Project is approved.

(h) Use paints and architectural coatings for all interior painting that have volatile organic compound levels of less than 10 g/L.

3.3 Operation. During Warehouse/Logistics Project operation, Owner will comply with the following:

(a) All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, and landscaping equipment) shall be zero-emissions. Each building shall include the necessary charging stations or other necessary

---

[5] For example, if a Tier 4 Final piece of equipment is not reasonably available at the time of construction and a lower tier equipment is used instead (e.g., Tier 4 interim), another piece of equipment could be upgraded from a Tier 4 Final to a higher tier (i.e., Tier 5) or replaced with alternative-fueled (not diesel-fueled) equipment to offset the emissions associated with using a piece of equipment that does not meet Tier 4 Final standards.

infrastructure for cargo handling equipment. The building manager or their designee shall be responsible for enforcing these requirements.

(b) In anticipation of a transition to zero emissions truck fleets during the lifetime of the Warehouse/Logistics Project, install at least four heavy-duty truck vehicle charging stations on-site by 2035.

(c) Prior to certificate of occupancy, install conduit and infrastructure for Level 2 (or faster) electric vehicle charging stations on-site for employees for the percentage of employee parking spaces commensurate with Title 24 requirements in effect at the time of building permit issuance or charging stations equal to 50% of the total employee parking spaces in the building permit, whichever is greater.

(d) Install HVAC and/or HEPA air filtration systems in all warehouse facilities.

(e) Active warehouses must maintain enough electric vehicles (EVs), hydrogen, or other zero-emission vehicles during operation to account for at least 25% percent of their transport trucks.

(f) Include contractual language in tenant lease agreements requiring that any facility operator shall:

(1) Ensure that site enforcement staff in charge of keeping the daily log and monitoring for excess idling will be trained/certified in diesel health effects and technologies, for example, by requiring attendance at California Air Resources Board-approved courses (such as the free, one-day Course #512);

(2) Be required to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks. The building manager or their designee shall be responsible for enforcing these requirements;

(3) Be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program (PSIP), and the Statewide Truck and Bus Regulation.

3.4 Biological Mitigation. Owner will implement the enumerated project design measures (PDMs) related to biological resources as filed with the CEC on February 29, 2024, modified only to the extent as may be required by the CEC. These include the following:

(a) Western Pond Turtle Protection: Prior to the start of construction or operation and maintenance activities, Owner shall ensure that a qualified biologist approved by the City of Pittsburg Community Development Director conducts a pedestrian preconstruction survey of the Warehouse/Logistics Project site and adjacent

suitable habitat for western pond turtle. The survey shall be conducted no more than 24 hours prior to start of work, and shall include walking the work area limits and interior and investigating all areas that could be used by the species. If western pond turtle individuals are found, the biologist shall relocate them to suitable habitat outside the disturbance area and far enough away that they would not be expected to return. If the biologist determines that it is warranted, exclusion measures shall be implemented to prevent individuals from returning to the active work site.

(b) Western Burrowing Owl Protection:

Prior to the start of construction or operations and maintenance activities, Owner shall ensure that the following mitigation measures are in place:

(1) Surveys

A qualified (CDFW-approved) biologist will conduct planning surveys to identify suitable burrowing owl habitat within the Warehouse/Logistics Project site and a 1,625-foot-wide (500-meter-wide) buffer. The entirety of the Warehouse/Logistics Project site and lands legally accessible to the applicant will be surveyed on foot, using pedestrian survey transects and survey methodology per guidance in the 2012 Staff Report. Lands owned/controlled by others will be surveyed via spotting scope, to the extent feasible given existing topography, vegetation, and structures.

Conduct preconstruction surveys of identified suitable habitat, consistent with East Contra Costa HCP/NCCP requirements, and taking into account additional guidance for determinations of presence/absence provided in the 2012 Staff Report.

Western Burrowing Owl surveys will include breeding season surveys for nesting owls during the nesting season (February 1 to August 31) prior to the anticipated construction start date, and may additionally include surveys for wintering burrowing owls during the wintering season (September 1 to January 31). Preconstruction surveys for Western Burrowing Owl will also be conducted per the HCP/NCCP, no more than 30 days prior to the start of construction.

All surveys will be conducted by qualified (CDFW-approved) biologists as required by the HCP/NCCP.

(2) Buffers for Active Nests

If active Western Burrowing Owl nest burrows are identified during preconstruction surveys, they will be assessed on a case-by-case basis for distance

to existing sources of disturbance (e.g., homes, roadways), and the level of existing disturbance (presence of existing visual/noise screening between burrow location and work area due to topography, vegetation, structures, etc.). This will provide a better understanding of how acclimated the nesting pair may be to disturbance, and whether there are inherent parameters that will reduce Warehouse/Logistics Project-related disturbance.

Assessment will also consider the type of habitat that would be affected in proximity to the nest if work proceeds, and the types of habitat that would remain. This will help to ensure that nesting BUOW are not cut off from foraging opportunities as work proceeds.

Buffer widths will then be determined on a case-by-case basis, based on biologist recommendations in consideration of the factors above and informed by the guidance in the 2012 Staff Report.

Additionally, if active nests are identified during preconstruction surveys, a construction monitoring plan will be developed and submitted for approval by the East Contra Costa Habitat Conservancy, consistent with HCP/NCCP requirements. If multiple nests are identified, monitoring plans for each nest will be tailored to that nest's location and characteristics, per the factors above.

(3) Capping of Open Pipes, Culverts, Etc.

To prevent Western Burrowing Owls and other wildlife from sheltering or nesting in exposed material stored on the site, all pipes, culverts, hoses, and similar materials greater than two inches offering potential refuges for wildlife will, if stored for a period exceeding 1 week, will be capped or securely covered to prevent wildlife entry; pipes will be thoroughly inspected for wildlife prior to capping/covering, to prevent wildlife entrapment, and will be re-inspected prior to use; and if stored for less than 1 week, be thoroughly inspected for the presence of Burrowing Owl and other special-status wildlife prior to use.

Inspections may be conducted by contractor staff trained by the Warehouse/Logistics Project biologist.

4. General Provisions.

4.1 Non-Interference. With respect to the Phase I Data Center (including associated infrastructure), the Center covenants not to challenge or oppose the implementation of the Data Center, which means the Center shall not itself as a group, demand or object, nor advocate that any individual members object, or support (monetarily or otherwise) any other

party in objecting, in any administrative, regulatory, or legal proceeding (including any administrative hearing or proceeding, administrative appeal, arbitration, judicial challenge, referendum, initiative, or moratorium), nor take any action whatsoever that is intended to or would have the effect of delaying, impairing, prohibiting, or interfering with any part or all of the development, construction, operation, or decommissioning of the Data Center (including associated infrastructure), permitting approval or authorization thereof, so long as Owner, or its permitted assignee remains in substantial compliance with the terms of this Agreement and the City's, or any other governing agencies' required approvals. For the avoidance of doubt, this includes the California Energy Commission (CEC), as well as any subsequent City approvals to implement the Data Center, such as a development agreement, which does not prevent the Data Center from remaining in substantial compliance with the terms of this Agreement.

Nothing in this Agreement shall prevent the Center from litigating or contesting a subsequent application for substantial changes to the Project or the EIR, or from engaging in, commenting on, and/or opposing approval of Phases II and III of the Project described in the Environmental Impact Report.

Further, nothing in this Agreement prohibits the Center from commenting on, supporting, and/or opposing a proposed action by any governmental authority that is generally applicable and not directly related to the development of the Project, even though such proposed agency actions may have an impact on the Project, due to the general applicability of such proposed actions by any Governmental Authority. Examples of governmental actions of general applicability that the Center is free to comment on, support, and/or oppose include but are not limited to: rules promulgated by local air districts related to emissions; regulations promulgated by California agencies related to emissions; approvals for regional transportation plans; approvals of urban water management plans; listing decisions for threatened and endangered species; and the regulation of industrial equipment.

In the event that Owner or the City believes the Center to be in violation of its obligations under this Section 4.1, Owner shall provide the Center with written notice of any alleged breach of this term, and if there is a breach, the Center shall have thirty (30) days from the date notice is given to cure the breach. Specific performance is the sole remedy for any breach of this Section 4.1. If the Center does not cure the breach within 30 days, and (a) Owner brings a court action to enforce this Section 4.1, and (b) the court issues a final judgement finding the Center to be in material breach of this Section 4.1, that shall fully excuse Owner and City from performing any remaining obligations under this Agreement.

4.2 Release of Claims. Except for the obligations provided herein, the Center does, and agrees to cause each of its representatives, agents, attorneys, successors, and assigns to, hereby

unconditionally release, acquit, and forever discharge the City, Owner, and each of its representatives, attorneys, agents, successors, and assigns from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature, or description, known or unknown, which the Center has had in the past or has up through the date of this Agreement against the City or Owner arising out of, based upon, or relating directly to the City's approval of the Project.

Accordingly, the Center hereby waives the provision of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing Party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released Party.

4.3 Conflicts. The commitments to the terms and conditions for the Data Center represent the best efforts by Owner to commit to specific design and mitigation measures. However, to the extent that the CEC, or any other government agency having jurisdiction, mandates a design or mitigation measure that conflicts with this Agreement, the CEC or government mandate will supersede and will govern, and the Parties agree that compliance with the superseding requirement will not be a breach of this Agreement. Owner agrees to provide a copy of the Agreement to any government agency having jurisdiction over the Project who may mandate a design or mitigation measure that conflicts with this Agreement and attempt to work with such agency to reconcile such mandates with this Agreement such that they do not conflict.

4.4 Successorship and Survivability. Owner shall have the right at any time, without need for the Center's prior consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in this Agreement and its rights hereunder to any entity without the consent of the Center.

This Agreement is and shall be binding and legally effective upon (i) any successor to Owner, whether by merger, consolidation, acquisition, or otherwise, and (ii) any person or entity that acquires all or any portion of Owner's right, title, or interest in all or any portion of the Project whether by sale, lease, or other transfer, or contribution to partnership, joint venture, or other entity. Any transaction described in (i) or (ii) shall include an express assumption of the obligations and undertakings of Owner in this Agreement, including this successorship provision. Within sixty (60) days following the close of any transaction described in (i) or (ii), Owner shall provide the Center with written notice thereof and an original, executed assumption of this Agreement by the successor entity.

The Parties agree that Owner shall be released from all obligations under this Agreement with respect to all or any portion of the Project and shall have no liability for any breach of this Agreement by a successor, upon the Center's receipt of a fully executed express assumption of the obligations and undertakings of Owner in this Agreement by a successor entity that has acquired Owner's right, title, or interest in the Project as set forth in this Successorship and Survivability clause.

4.5 No Admission. It is understood and agreed that this settlement is the compromise of disputed claims, and that the terms and conditions recited hereinabove are not to be construed as an admission of liability on the part of the Parties hereby released, and that said Parties deny liability therefore and intend merely to avoid litigation.

4.6 Entire Agreement. This Agreement contains all representations and the entire understanding among the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, and whether written or oral, are intended to be replaced in total by this Agreement. Each Party warrants and represents that no representative of any other Party has made any oral representations or oral agreements not contained in this Agreement. Each Party further warrants and represents that it has not relied upon any oral statements or promises made by any representative of any other Party to this Agreement in executing this Agreement.

4.7 Counterparts. This Agreement may be executed in counterparts, and each counterpart when executed shall have the efficacy of a signed original. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, electronic mail in "portable data format" form, or by DocuSign or similar system shall have the same effect as physical delivery of the paper document bearing the original signature.

4.8 Stay and Effective Date. The Parties intend to jointly apply for, and obtain, an order of the court staying proceedings in the Lawsuit until 31 days after the Implementation Date. After the last Party to sign the Agreement has executed its signature, the effective date of this Agreement shall be the date on which the Contra Costa Superior Court issues an order staying the Lawsuit until 31 days after the Implementation Date (the "Effective Date"). If the Court has not entered a stay of proceedings in this Lawsuit consistent with this section within 60 days after the last Party has executed the Agreement, the Parties shall meet and confer.

4.10 Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the balance of the Agreement.

4.11 Joint Preparation. This Agreement shall be deemed to have been jointly prepared by the Parties and shall not be construed against any Party in the event of any claimed uncertainty or ambiguity. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

4.12 No Third Parties. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have or acquire any right or action based upon any provisions of this Agreement. There are no intended third-party beneficiaries.

4.13 Warranty of Authority. The Parties, and each of them, represent and warrant to the other Parties hereto that the individual signatories to this Agreement have authority to execute this Agreement and to release claims as outlined by this Agreement, on behalf of themselves and the entities on whose behalf they purport to act, and have obtained all necessary approvals. Each Party executing the Settlement Agreement represents and warrants that no other person or entity had, nor now has, any interest in any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and to deliver and receive the settlement consideration specified herein; and that each Party has not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

4.14 Amendment. No amendment to this agreement shall be permitted, except by the mutual written consent of the Parties.

4.15 Notice. All notices required under this Agreement must be in writing, and may be given either personally, by overnight delivery by nationally recognized overnight courier service, or by email. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Parties hereto, designate any other person or address in substitution of the address to which such notice shall be given. Such notices shall be given to the Parties at their addresses set forth below:

If to the City:	If to Owner and/or ADP:
Jordan Davis Director, CEDD and PPC City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 jdavis@pittsburgca.gov	Mark McComiskey Partner AVAIO Management, LP 107 Elm St – Suite 501 Stamford, CT 06902 Mark.McComiskey@avaiocapital.com
With a copy to: Donna Mooney City Attorney, City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 jdavis@pittsburgca.gov (925) 252-4007 dmooney@pittsburgca.gov	With a copy to: Andrew B. Sabey Cox, Castle & Nicholson LLP 50 California Street, Suite 3200 San Francisco, CA 94111 (415) 262-5103 asabey@coxcastle.com

If to the Center:
Meredith Stevenson Center for Biological Diversity 2100 Franklin St., Suite 375 Oakland, CA 94612 (510) 844-7100 mstevenson@biologicaldiversity.org
With a copy to: Theresa Rettinghouse Center for Biological Diversity 2100 Franklin St., Suite 375 Oakland, CA 94612 (510) 844-7100 trettinghouse@biologicaldiversity.org

4.16 Applicable Law. This Settlement Agreement shall be construed an interpreted in accordance with the laws of the State of California.

4.17 Cooperation. The Parties to this Settlement Agreement will cooperate in all manners necessary to effectuate the terms of this Settlement Agreement including, but not limited to, executing all necessary documents.

4.18 No Waiver on Delay or Failure to Perform. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to either Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant, or condition herein stated shall not be deemed to be a waiver of any other term, covenant, or condition.

4.19 No Monetary Damages. Except to the extent this Agreement expressly obligates a Party to pay money, including attorneys' fees and costs, no Party shall seek or be entitled to any monetary damages in the event of any breach or default under this Agreement. If any action, or proceeding is brought to enforce the terms of this Agreement, the Party prevailing in that action or proceeding shall be entitled to recover from the Party not prevailing all of its reasonable costs, expenses, and attorneys' fees incurred therein.

4.20 Compliance with Laws. This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Owner is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits, and Owner's compliance with this Settlement Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.

4.21 Captions. The captions/titles of the various Sections in this Agreement are for convenience and organization only and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

4.22 Exhibits. All exhibits referenced in this Agreement are attached hereto and made a part of and incorporated herein.

4.23 Days. Except as otherwise noted, all references to days shall be to calendar days.

4.24 Joint Obligation. The obligations imposed by this Agreement upon the entities that comprise "Owner" shall be joint and several.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement.

PITTSBURG DATA HUB, LLC:

By: _____
Name: Mark McComiskey
Title: President

AVAIO DIGITAL PARTNERS I, LLC:
By: AVAIO Digital Management, LLC, its Manager

By: _____
Name: Mark McComiskey
Title: President

CITY OF PITTSBURG AND CITY COUNCIL OF THE CITY OF PITTSBURG:

By: _____
Name: Maria M. Alfaro
Title: Interim City Manager

APPROVED AS TO FORM:

CITY OF PITTSBURG AND
CITY COUNCIL OF THE CITY OF PITTSBURG:

OFFICE OF THE CITY ATTORNEY

By: _____
Name: Donna R. Mooney
Title: City Attorney

Docusign Envelope ID: E618BB0A-8E7A-4D71-8852-3512C994919B

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement.

PITTSBURG DATA HUB, LLC:

DocuSigned by:
By: Mark McComiskey
4BF012475D9A439...
Name: Mark McComiskey
Title: President

AVAIO DIGITAL PARTNERS I, LLC:
By: AVAIO Digital Management, LLC, its Manager

DocuSigned by:
By: Mark McComiskey
4BF012475D9A439...
Name: Mark McComiskey
Title: President

CITY OF PITTSBURG AND CITY COUNCIL OF THE CITY OF PITTSBURG:

By: _____
Name: _____
Title: _____

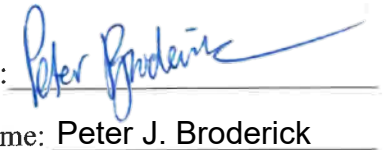
APPROVED AS TO FORM:

CITY OF PITTSBURG AND
CITY COUNCIL OF THE CITY OF PITTSBURG:

OFFICE OF THE CITY ATTORNEY

By: _____
Name: Donna R. Mooney
Title: City Attorney

CENTER FOR BIOLGICAL DIVERSITY

By: 

Name: Peter J. Broderick

Its: Attorney

Exhibit 1

Tentative Map

VESTING TENTATIVE SUBDIVISION MAP

TRACT NO. XXXXXX

FOR

PITTSBURG TECHNOLOGY CENTER
2232 GOLF CLUB ROAD, PITTSBURG, CA 94565

PROJECT DATA

OWNER:	JOE HUBBARD AVIAD DIGITAL PARTNERS 101 ELM STREET, 6TH FLOOR SUITE 601 STAMFORD, CT 06902
APPLICANT:	JOE HUBBARD AVIAD DIGITAL PARTNERS 101 ELM STREET, 6TH FLOOR SUITE 601 STAMFORD, CT 06902
MAP PREPARED BY:	RYAN BERNAL, PE KIMLEY-HORN AND ASSOCIATES, INC. 2121 S. EL CAMINO REAL, SUITE 350, SAN MATEO, CA 94403 (650) 788-3115 RYAN.BERNAL@KIMLEY-HORN.COM
EXISTING ZONING:	OS (OPEN SPACE)
PROPOSED ZONING:	ED (EMPLOYMENT CENTER) INDUSTRIAL
EXISTING LAND USE:	CORNER GOLF COURSE, OPEN SPACE
PROPOSED LAND USE:	DATA CENTER

THIS TENTATIVE MAP WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT FOR 2232 GOLF CLUB ROAD, PREPARED BY [BLD NUMBER], TITLE COMPANY DATED DECEMBER 23 TH, 2023 ORDER NUMBER [XXXXXXXXX-XXX], AND BY NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.

FLOOD ZONE NOTE:	THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR CONTRA COSTA COUNTY, CALIFORNIA, (PER MAP) LOCATED IN FLOOD ZONE "X", ACCORDING TO FEMA, THE DEFINITION OF ZONE "X" IS: AREAS OF MINIMAL FLOOD HAZARD.
BENCHMARK:	SAME AS BASED ON OBSERVATIONS TO NGS MONUMENT [MONUMENT NAME] (PID=[XXXXX])
BASIS OF BEARINGS:	THE BASIS OF BEARINGS IS NAD83 CALIFORNIA COORDINATE SYSTEM ZONE 3, ESTABLISHED FROM OBSERVATIONS AND CALIBRATING TO FOUND NGS MONUMENTS ([PID #s],[NGS #s]) AND TIED BY [XX] DEGREES [XX] MINUTES [XX] SECONDS EAST, [XX] DISTANCES SHOWN HEREON ARE GROUND MEASUREMENTS.

ADDITIONAL EASEMENTS MAY BE NECESSARY, ANY ADDITIONAL EASEMENT REQUIREMENTS WILL BE DETERMINED AS THE PROJECT EVOLVES.

EASEMENTS TO BE DEDICATED ON THE FINAL MAP OR BY SEPARATE INSTRUMENT.

SUBJECT TO PROJECT CC&RS TO BE RECORDED BY SEPARATE INSTRUMENTS.

THE SITE IS CURRENTLY 3 LOTS AND WILL BE SUBDIVIDED INTO 17 LOTS. THE TURNER INTENDS TO FILE MULTIPLE FINAL MAPS.

THIS MAP SHOWS TWO OR MORE SITEPLAN OPTION CAN BE SELECTED DURING DEVELOPMENT OF THE PROJECT PRIOR TO RECORDATION OF THE FINAL MAP FOR WE LAST PHASE OF THE PROJECT.

LEGEND

	CENTER LINE
	PROPERTY LINE
	RIGHT-OF-WAY
	DEDICATION LINE

UTILITY PURVEYORS

WATER
CITY OF PITTSBURG
65 CIVIC AVENUE,
PITTSBURG, CA 94565
(925)-252-4242

GAS
PACIFIC GAS AND ELECTRIC (PG&E)
2111 HILLCREST AVE,
ANTIOCH, CA 94509
(412) 973-1000

SEWER
CITY OF PITTSBURG
65 CIVIC AVENUE,
PITTSBURG, CA 94565
(925)-252-4242

ELECTRIC
PACIFIC GAS AND ELECTRIC (PG&E)
2111 HILLCREST AVE,
ANTIOCH, CA 94509
(415) 972-1000

AT&T
324 E EL CAMINO REAL
SUNNYVALE, CA 94087
(800) 544-0447



SHEET INDEX

SHEET NUMBER	SHEET TITLE
TM1.0	COVER SHEET
TM2.0	EXISTING CONDITIONS
TM3.0	SITE PLAN AND PARCELIZATION PLAN – OPTION 1
TM3.1	SITE PLAN AND PARCELIZATION PLAN – OPTION 2
TM4.0	CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN – OPTION 1
TM4.1	CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN – OPTION 2
TM5.0	CONCEPTUAL UTILITY PLAN – OPTION 1
TM5.1	CONCEPTUAL UTILITY PLAN – OPTION 2

LEGAL DESCRIPTION PER TITLE REPORT

PARCEL A, AS SHOWN ON PARCEL MAP MS 877-00 FILED JUNE 10, 2005, IN BOOK 183 OF PARCEL MAPS, PAGE 29, CONTRA COSTA, COUNTY RECORDS. APN: 085-150-032

PARCEL ONE:

BEGINNING AT THE SOUTHWEST CORNER OF THE 12.82 ACRE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 'A' IN THE DEED FROM S.A. HOOPER & CO. TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 23, 1925 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF CONTRA COSTA IN BOOK 1472 OF OFFICIAL RECORDS AT PAGE 189 AS RUNNING THENCE NORTH 0° 10' EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID 12.82 ACRE PARCEL OF LAND (BEING DISTANCE CALL ON TIE REPORT) THENCE SOUTH 72° 11 1/2' EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID 12.82 ACRE PARCEL OF LAND, 1650.0 FEET; THENCE SOUTH 0° 10 1/2' WEST 916.40 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 12.82 ACRE PARCEL OF LAND; THENCE SOUTH 88° 30' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 1731.41 FEET; MORE OR LESS, TO THE POINT OF BEGINNING BEING A PORTION OF RANCHO LAS MEDANOS.

PARCEL TWO:

A RIGHT OF WAY FOR A ROAD FOR INGRESS TO AND EGRESS FROM PARCEL ONE WITHIN THE STRIP OF LAND DESCRIBED AS FOLLOWS, TO WIT:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 50 FEET EXTENDING FROM THE EASTERLY BOUNDARY LINE OF SAID 12.82 ACRE PARCEL OF LAND, MENTIONED TO THE EASTERLY BOUNDARY LINE OF PARCEL ONE HEREIN BEFORE DESCRIBED, AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH BEGINS AT A POINT IN THE EASTERLY BOUNDARY LINE OF SAID 12.82 ACRE PARCEL OF LAND FROM WHICH THE SOUTHEAST CORNER OF SAID 12.82 ACRE PARCEL OF LAND BEARS SOUTH 0° 10 1/2' WEST 383.0 FEET DISTANT AND RUNS THENCE SOUTH 88° 30' WEST, PARALLEL WITH THE SOUTHERLY BOUNDARY LINE OF SAID 12.82 ACRE PARCEL OF LAND, 650 FEET; MORE OR LESS, TO THE EASTERLY BOUNDARY LINE

APN:085-150-001

TRACT THREE:

LOTS 1, 2 AND 3, AND THE SOUTHEAST 1/4 (ONE-FOURTH) OF THE NORTHWEST 1/4 (ONE-FOURTH) OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM:

1. THAT PARCEL OF LAND CONTAINING 11.42 ACRES, MORE OR LESS, DESCRIBED IN THE DEED FROM JOHN FINK, ET UX, TO UNITED STATES OF AMERICA, DATED APRIL 23, 1938 AND RECORDED MAY 12, 1938 IN VOLUME 548 OF OFFICIAL RECORDS, AT PAGE 388, AS FOLLOWS:

"BEGINNING ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, DISTANT THEREON NORTH 0° 10' EAST 973.3 FEET FROM GRANT CORNER NUMBER 3 OF THE RANCHO LOS MEDANOS AT THE CENTER OF SAID SECTION 19; THENCE FROM SAID POINT OF BEGINNING SOUTH 0° 10' WEST 83.3 FEET; ALONG SAID EAST LINE; THENCE NORTH 71° 17' WEST 1026.9 FEET; THENCE ON A CURVE TO THE RIGHT (TANGENT TO THE PRECEDING COURSE) WITH A RADIUS OF 180 FEET, A DISTANCE OF 189.2 FEET; THENCE NORTH 11° 16' WEST 443.4 FEET; THENCE ON A CURVE TO THE LEFT (TANGENT TO THE PRECEDING COURSE) WITH A RADIUS OF 80 FEET, A DISTANCE OF 34.8 FEET; THENCE NORTH 86° 34' WEST 488.3 FEET; THENCE SOUTH 89° 52' WEST 1350.00 FEET; THENCE MORE OR LESS, TO THE MOUNT MERIDIAN, WHICH IS THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, THENCE NORTH 0° WEST 2654.8 FEET; MORE OR LESS, ALONG SAID MERIDIAN TO BRASS CAP CORNER NUMBER 2 OF THE RANCHO LOS MEDANOS, WHICH IS THE NORTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 89° 44' EAST 1321.0 FEET; ALONG SAID LINE; THENCE SOUTH 0° 16' EAST 1320.0 FEET; THENCE SOUTH 23° 44' EAST 1351.8 FEET; THENCE SOUTH 52° 47' EAST 1043.7 FEET; THENCE SOUTH 88° 38' EAST 1074.8 FEET; THENCE SOUTH 17° 18' EAST 2413.3 FEET; THENCE SOUTH 46° 54' EAST 1351.2 FEET; THENCE SOUTH 71° 17' EAST 1000 FEET; THENCE SOUTH 78° 02' EAST 2653.6 FEET; THENCE SOUTH 89° 52' EAST 2651.8 FEET; MORE OR LESS, TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 19; THENCE SOUTH 0° 10' WEST 1316.6 FEET, MORE OR LESS, ALONG SAID LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:
THAT PORTION THEREOF DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED SEPTEMBER 19, 1952, BOOK 1654, PAGE 129

ALSO EXCEPTING THEREFROM:
THAT PORTION THEREOF CONVEYED IN THE DEED TO THE CITY OF PITTSBURG RECORDED DECEMBER 9, 1992, BOOK 7756, OFFICIAL RECORDS, PAGE 1

ALSO EXCEPTING THEREFROM:
THAT PORTION THEREOF LYING SOUTHERLY OF THE NORTHEASTERLY BOUNDARY LINE OF THE CONTRA COSTA CANAL.
APN:085-150-032

NOTE: TITLE REPORT REFLECTING OF CURRENT PARCELIZATION AND WILL BE UPDATED TO REFLECT MAP WHEN FOR LOT LINE ADJUSTMENT (MAP 24-01 (DOC 2024-0070157))

Kimley»Horn

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

COVER SHEET

SHEET NUMBER
TM1.0

LEGEND

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT LINE TO BE QUITCLAIMED
- EASEMENT LINE TO REMAIN
- RIGHT OF WAY
- EXISTING TREE, WITH TREE NUMBER, SEE TREE TABLE
- EXISTING CONTOURS

ABBREVIATIONS

AC – ACRES
APN – ASSESSOR PARCEL NUMBER
L – LENGTH
P – PROPERTY LINE
SF – SQUARE FEET
R – RADIUS

TITLE REPORT EXCEPTIONS

(7) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT DEED GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION RECORDED JANUARY 24, 1938 IN BOOK 1019 OF OFFICIAL RECORDS, PAGE 76.

(8) CONDITIONS, COVENANTS AND RESTRICTIONS WHICH DO NOT CONTAIN EXPRESS PROVISION FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION, BUT OMITTING ANY COVENANTS OR RESTRICTION IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER TITLE 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS PROVIDED IN AN INSTRUMENT

EXECUTED BY: GUTCHAM OIL

EXECUTED BY: UNITED STATES OF AMERICA

RECORDED: DECEMBER 5, 1952 IN BOOK 2758 OF OFFICIAL RECORDS, PAGE 3, SAID COVENANTS, CONDITIONS AND RESTRICTIONS DO CONTAIN EXPRESS PROVISIONS FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION, AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED AUGUST 24, 1978, BOOK 7410, PAGE 918, OFFICIAL RECORDS, RECORDED APRIL 29, 1975, BOOK 7440, PAGE 1, RESTRICTIONS OF DEED, RECORDED FEBRUARY 11, 1998, BOOK 13736, PAGE 241, OFFICIAL RECORDS.

(9) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT: DEED, GRANTED TO: HEUBEL, E. ELMERITE, ET AL. FOR: ROAD PURPOSES, RECORDED: MAY 9, 1980 IN BOOK 14976 OF OFFICIAL RECORDS, PAGE 944. AFFECTS: A PORTION OF THE PREMISES.

(10) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT: DEED, GRANTED TO: CITY OF PITTSBURG, A MUNICIPAL CORPORATION FOR: SINGLE LINE OF POLES AND RIGHT OF WAYS RECORDED: JULY 5, 1951, RECORDED: IN BOOK 2281 OF OFFICIAL RECORDS, PAGE 284 UNDER RECORDER'S SERIAL NUMBER 4838. AFFECTS: PARCEL 4.

(11) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT: DEED, GRANTED TO: CITY OF PITTSBURG, A MUNICIPAL CORPORATION AND STANDARD PACIFIC GAS LINE INCORPORATED, A CORPORATION, FOR: SINGLE LINE OF POLES AND RIGHT OF WAYS, JULY 5, 1951, RECORDED: IN BOOK 2281 OF OFFICIAL RECORDS, PAGE 284 UNDER RECORDER'S SERIAL NUMBER 4838. AFFECTS: PARCEL 5.

(12) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT: DEED, GRANTED TO: CITY OF PITTSBURG, A MUNICIPAL CORPORATION AND STANDARD PACIFIC GAS LINE INCORPORATED, A CORPORATION, FOR: SINGLE LINE OF POLES AND RIGHT OF WAYS, JULY 5, 1951, RECORDED: IN BOOK 2281 OF OFFICIAL RECORDS, PAGE 284 UNDER RECORDER'S SERIAL NUMBER 4838. AFFECTS: PARCEL 6.

(13) CONDITIONS, COVENANTS AND RESTRICTIONS WHICH DO NOT CONTAIN EXPRESS PROVISION FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION, BUT OMITTING ANY COVENANTS OR RESTRICTION IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER TITLE 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS PROVIDED IN AN INSTRUMENT

EXECUTED BY: GUTCHAM OIL

EXECUTED BY: UNITED STATES OF AMERICA

RECORDED: DECEMBER 5, 1952 IN BOOK 2758 OF OFFICIAL RECORDS, PAGE 3, SAID COVENANTS, CONDITIONS AND RESTRICTIONS DO CONTAIN EXPRESS PROVISIONS FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION, AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED AUGUST 24, 1978, BOOK 7410, PAGE 918, OFFICIAL RECORDS, AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED APRIL 29, 1975, BOOK 7440, PAGE 1, OFFICIAL RECORDS, RESTRICTIONS OF DEED, RECORDED FEBRUARY 11, 1998, BOOK 13736, PAGE 241, OFFICIAL RECORDS.

(14) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT: DEED, GRANTED TO: CITY OF PITTSBURG, FOR: ROAD PURPOSES, RECORDED: DECEMBER 5, 1952 IN BOOK 2758 OF OFFICIAL RECORDS, PAGE 1, AFFECTS: A PORTION OF THE PREMISES.

NOTE

1. PARCELIZATION SHOWN IS REFLECTIVE OF PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PWA 24-01 (DOC 2021-0078687)

TREE TABLE

Tree #	Common Name	Botanical Name	DBH (in.)
1	Bechtwood Apple	Acacia thrasicolyon	19.7
2	Mexican Fan Palm	Washingtonia robusta	17
3	Mexican Fan Palm	Washingtonia robusta	19
4	Italian Stone Pine	Pinus pinea	35"
5	Italian Stone Pine	Pinus pinea	47"
6	Mexican Fan Palm	Washingtonia robusta	21
7	Black Cottonwood	Populus trichocarpa	43"
8	Mexican Fan Palm	Washingtonia robusta	19.7
9	Aleppo Pine	Pinus halepensis	13.9
10	Aleppo Pine	Pinus halepensis	34.5"
11	Aleppo Pine	Pinus halepensis	29.7
12	Aleppo Pine	Pinus halepensis	18.8"
13	Italian Stone Pine	Pinus pinea	33.7
14	Italian Stone Pine	Pinus pinea	23.1, 13
15	Italian Stone Pine	Pinus pinea	39
16	Italian Stone Pine	Pinus pinea	32"
17	Italian Stone Pine	Pinus pinea	25
18	Italian Stone Pine	Pinus pinea	32
19	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	14.8
20	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	18.7
21	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	31.2
22	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	12.9, 15
23	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	23.5
24	Stone Pine	Pinus pinea	31.5"
25	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	Multi-stemmed

TREE TABLE

Tree #	Common Name	Botanical Name	DBH (in.)
26	Eucalyptus	Eucalyptus spp.	26
27	Eucalyptus	Eucalyptus spp.	19.3
28	Eucalyptus	Eucalyptus spp.	32.4
29	Eucalyptus	Eucalyptus spp.	28.3
30	Eucalyptus	Eucalyptus spp.	29.3
31	Peruvian Pepper	Schinus molle	16.5"
32	Peruvian Pepper	Schinus molle	14, 16.5"
33	Canary Date	Phoenix canariensis	16.3
34	Aleppo Pine	Pinus canariensis	21.5"
35	Monterey Pine	Pinus radiata	24"
36	Fig	Ficus carica	Multi-stemmed
37	Italian Stone Pine	Pinus canariensis	37.8
38	Aleppo Pine	Pinus halepensis	25.8
39	Aleppo Pine	Pinus halepensis	17
40	Valley Oak	Quercus lobata	17
41	Aleppo Pine	Pinus halepensis	21.7
42	Aleppo Pine	Pinus halepensis	19.7
43	Aleppo Pine	Pinus halepensis	20"
44	Aleppo Pine	Pinus halepensis	28.3
45	Peruvian Pepper	Schinus molle	19.6
46	Shamel Ash	Fraxinus uhdei	23.5
47	Shamel Ash	Fraxinus uhdei	33
48	Aleppo Pine	Pinus halepensis	26.6
49	Peruvian Pepper	Schinus molle	23
50	Shamel Ash	Fraxinus uhdei	32

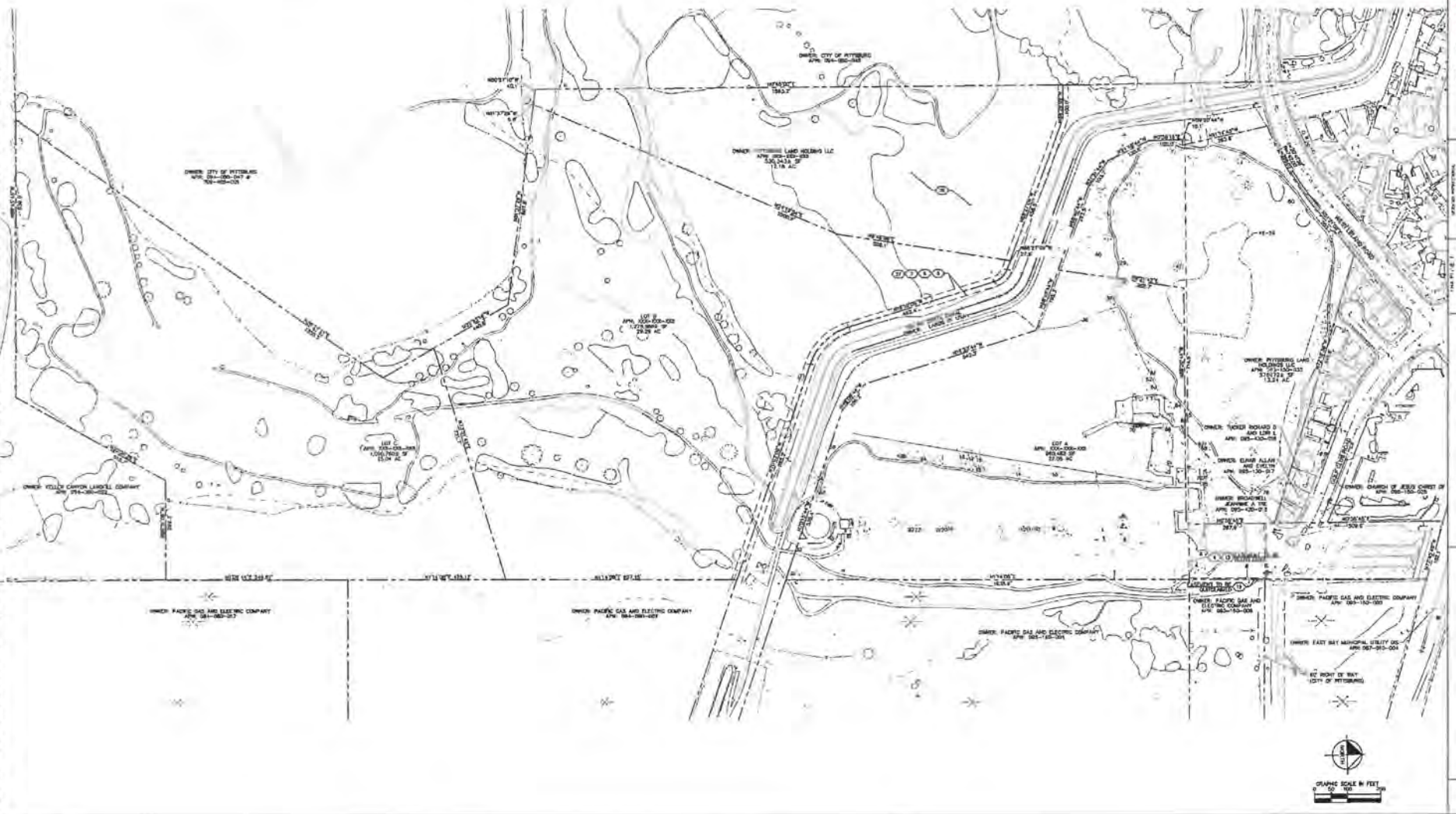
TREE TABLE

Tree #	Common Name	Botanical Name	DBH (in.)
51	Aleppo Pine	Pinus halepensis	20"
52	Peruvian Pepper	Schinus molle	27
53	Shamel Ash	Fraxinus uhdei	34
54	Peruvian Pepper	Schinus molle	27.3
55	Shamel Ash	Fraxinus uhdei	18.6
56	Shamel Ash	Fraxinus uhdei	13.6
57	Aleppo Pine	Pinus halepensis	16.1, 19.2
58	Aleppo Pine	Pinus halepensis	21.5"
59	Shamel Ash	Fraxinus uhdei	21.3
60	Eucalyptus	Eucalyptus spp.	16.5
61	Shamel Ash	Fraxinus uhdei	26.7
62	Shamel Ash	Fraxinus uhdei	21.2"
63	Shamel Ash	Fraxinus uhdei	28.9
64	Shamel Ash	Fraxinus uhdei	15.7
65	Shamel Ash	Fraxinus uhdei	13.6
66	Shamel Ash	Fraxinus uhdei	14.4
67	Ash	Fraxinus spp.	19.6
68	Ash	Fraxinus spp.	18.6
69	Black Cottonwood	Populus trichocarpa	48
70	Peruvian Pepper	Schinus molle	33"
71	Raywood Ash	Fraxinus angustifolia 'Raywood'	18.1
72	Raywood Ash	Fraxinus angustifolia 'Raywood'	18.1
73	Raywood Ash	Fraxinus angustifolia 'Raywood'	11.7
74	Shamel Ash	Fraxinus uhdei	30
75	Peruvian Pepper	Schinus molle	25.3

1 Measured at 56 inches above level grade.
* Measured at 24 inches above level grade.
* Measured at base grade.
* Measured at 11 inches above level grade.

TREE REMOVALS

THE FOLLOWING TREES WILL BE REMOVED: 1 THROUGH 38, 43 THROUGH 54, 66, 68, 70.


OWNER: CITY OF PITTSBURG
APN: 064-080-048
OWNER: CITY OF PITTSBURG
APN: 064-080-047 &
064-400-028
OWNER: PITTSBURG LAND HOLDING LLC
APN: 089-020-053
5,843,433 SF
134.16 AC
OWNER: PITTSBURG LAND HOLDINGS LLC
APN: 089-020-033
APN: 089-020-034
3,160,724 SF
72.54 AC
OWNER: TUCKER RICHARD D AND LORI A
APN: 089-430-008
OWNER: ELMAR ALAN AND EVELYN
APN: 089-130-017
OWNER: BROWNELL JEANNINE A TR
APN: 089-120-013
OWNER: CHURCH OF JESUS CHRIST OF
APN: 089-150-009
OWNER: PACIFIC GAS AND ELECTRIC COMPANY
APN: 089-150-008
OWNER: PACIFIC GAS AND ELECTRIC COMPANY
APN: 089-150-005
OWNER: EAST BAY MUNICIPAL UTILITY DIS
APN: 087-010-004
60' RIGHT OF WAY
(CITY OF PITTSBURG)
OWNER: PACIFIC GAS AND ELECTRIC COMPANY
APN: 064-080-057
OWNER: PACIFIC GAS AND ELECTRIC COMPANY
APN: 064-080-047
OWNER: PACIFIC GAS AND ELECTRIC COMPANY
APN: 089-150-001
OWNER: VOLLER CANYON LANDS II, COMPANY
APN: 064-080-052
LOT 6
APN: 089-020-032
1,273,986 SF
29.25 AC
LOT 5
APN: 089-020-005
4,060,760 SF
93.24 AC
LOT 4
APN: 089-020-005
REVISED OF
57.05 AC
N89°37'38"E 1,320.00'
S89°37'38"W 1,320.00'

LEGEND

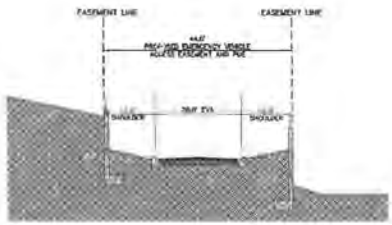
- CENTER LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FENCE
- PROJECT PHASES
- (1) TITLE REPORT EXCEPTION, SEE EXISTING CONDITIONS PLAN (TM2.0)

ABBREVIATIONS

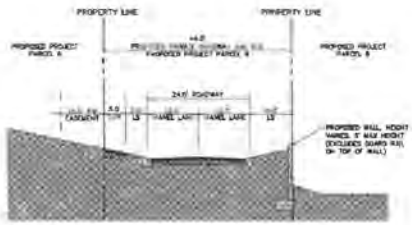
APN – ASSESSOR PARCEL NUMBER
EVA – EMERGENCY VEHICLE ACCESS
EVAE – EMERGENCY VEHICLE ACCESS EASEMENT
LS – LANDSCAPE
PL – PROPERTY LINE
PUE – PUBLIC UTILITY EASEMENT
SF – SQUARE FEET
S/W – SIDEWALK
R/W – RECYCLED WATER
R – RADIUS

NOTES

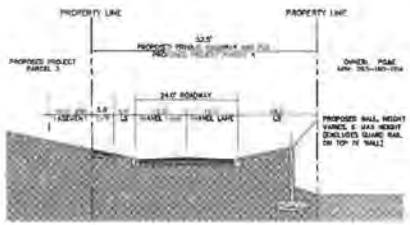
1. RIGHT-OF-WAY LIMITED TO EVA, WATER, COMMUNICATIONS, OTHER PUBLIC SERVICES, NO PUBLIC ACCESS.
2. ALIGNMENT MAY NEED TO BE MODIFIED DUE TO TERRAIN AND EXISTING WATER LINES TO REMAIN. WALL LOCATIONS MAY VARY AND HEIGHTS MAY EXCEED MAXIMUM SHOWN.
3. PUBLIC DRAINAGE EASEMENT BENEFITS CITY FOR RUN ON AND CONVEYANCE OF RUNOFF TO CITY DRAINAGE FACILITIES.



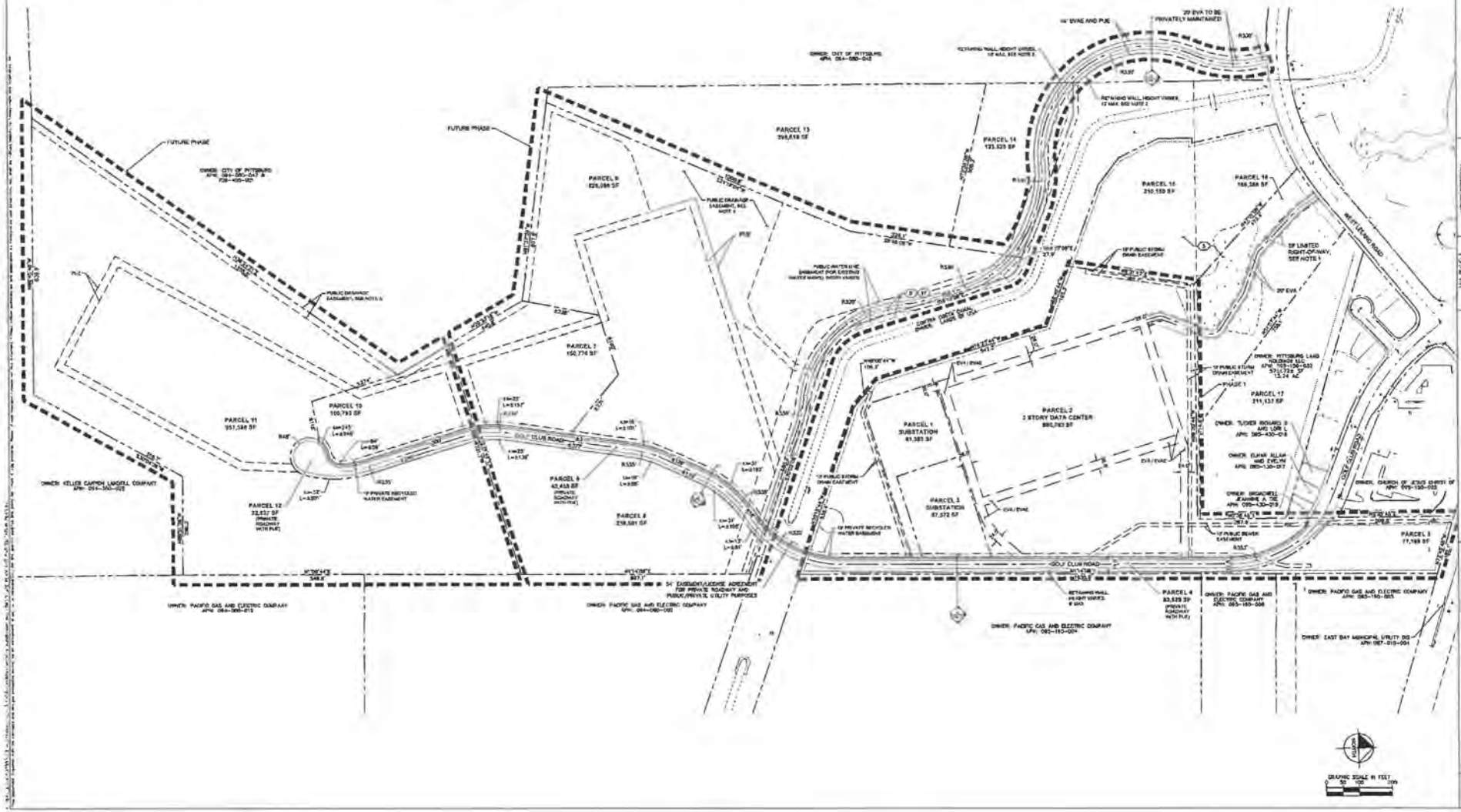
SECTION C: EVA ROAD



SECTION B: GOLF CLUB ROAD EXTENSION



SECTION A: GOLF CLUB ROAD EXTENSION



Kimley»Horn

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

SITE PLAN AND PARCELIZATION PLAN - OPTION 1

SHEET NUMBER
TM3.0

LEGEND

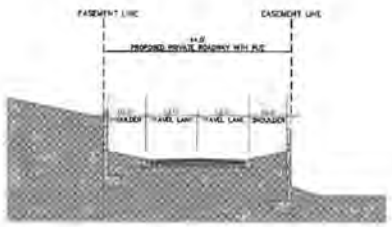
- CENTER LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FENCE
- PROJECT PHASES
- (1) TITLE REPORT EXCEPTION, SEE EXISTING CONDITIONS PLAN SHEET

ABBREVIATIONS

APN – ASSESSOR PARCEL NUMBER
EVA – EMERGENCY VEHICLE ACCESS
EVAE – EMERGENCY VEHICLE ACCESS EASEMENT
LS – LANDSCAPE
P – PROPERTY LINE
PUE – PUBLIC UTILITY EASEMENT
SF – SQUARE FEET
S/W – SIDEWALK
PR – PROPOSED WATER
W – WIDTH

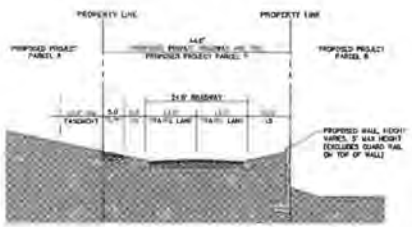
NOTES

1. RIGHT-OF-WAY LIMITED TO EVA, WATER, COMMUNICATIONS, OTHER PUBLIC SERVICES, NO PUBLIC ACCESS.
2. ALIGNMENT MAY NEED TO BE MODIFIED DUE TO TERRAIN AND EXISTING WATER LINES TO REMAIN. WALL LOCATIONS MAY VARY AND HEIGHTS MAY EXCEED MAXIMUM SHOWN.
3. PUBLIC DRAINAGE EASEMENT BENEFITS CITY FOR EVA ON AND CONVEYANCE OF RUNOFF TO CITY DRAINAGE FACILITIES.
4. INTERSECTION OF PROPOSED ROADWAYS TO BE MODIFIED SOUTH TO ACCOMMODATE LARGE VEHICLES AS NECESSARY.



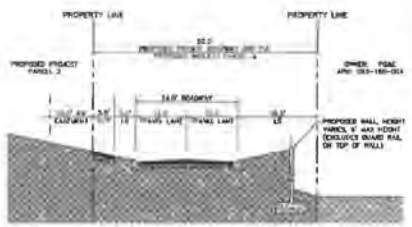
SECTION C: PROPOSED ROADWAY

NOT TO SCALE



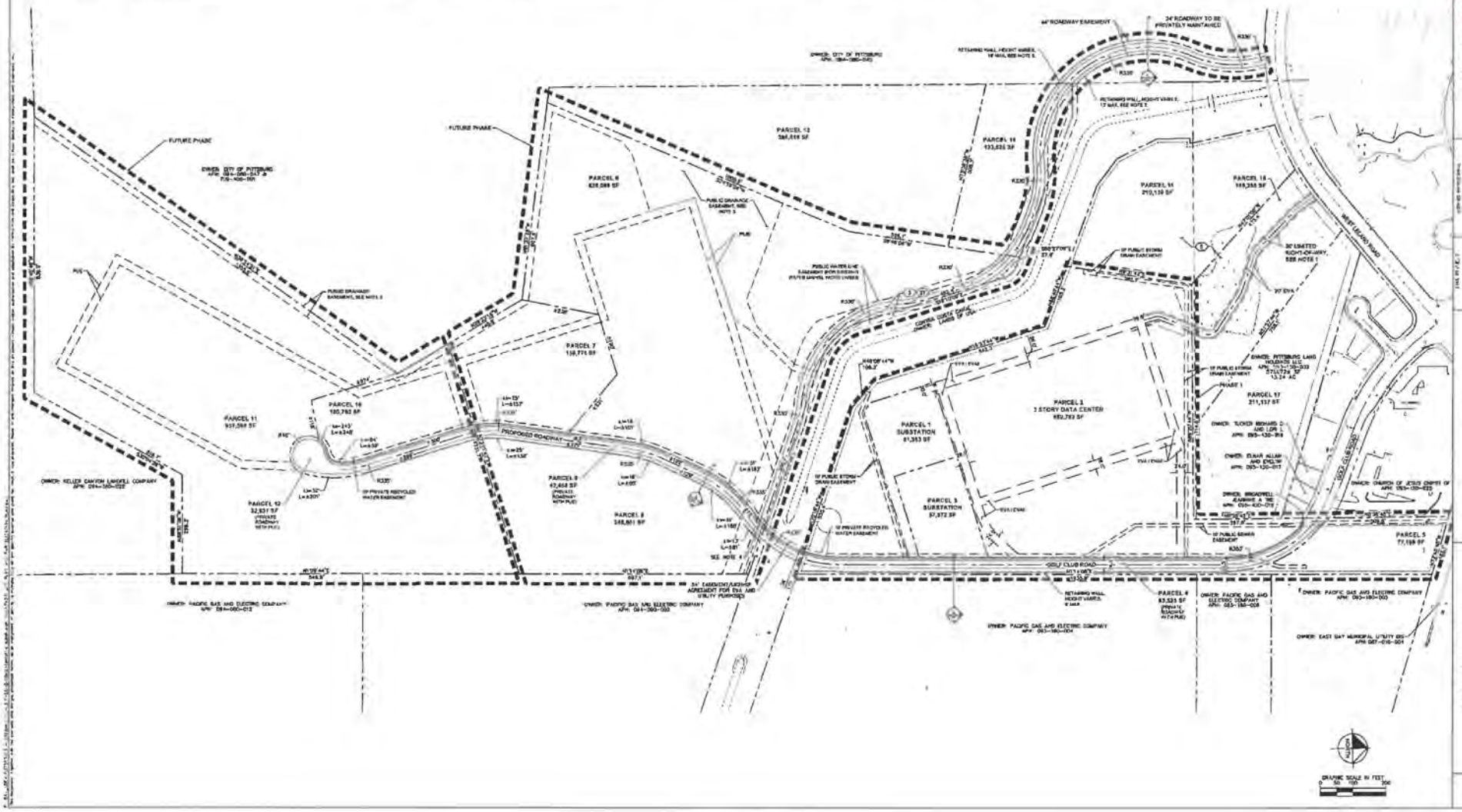
SECTION B: PROPOSED ROADWAY

NOT TO SCALE



SECTION A: GOLF CLUB ROAD EXTENSION

NOT TO SCALE



GRAPHIC SCALE IN FEET

0 100 200

Kimley»Horn

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

SITE PLAN AND PARCELIZATION PLAN - OPTION 2

SHEET NUMBER
TM3.1

LEGEND

- CENTERLINE
- PROPERTY LINE
- PROJECT PHASES
- DRAINAGE AREA (DA)
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED FLOW (DIRECTION AND SLOPE)
- BIORETENTION AREA
- PROPOSED SURFACE FLOW DIRECTION
- PROPOSED STORM DRAIN PIPE FLOW DIRECTION
- DA WITH AREA IN ACRES

ESTIMATED EARTHWORK QUANTITIES

CUT:	192,500 CY
FILL:	312,900 CY
NET:	120,600 CY (EXPORT)

NOTE

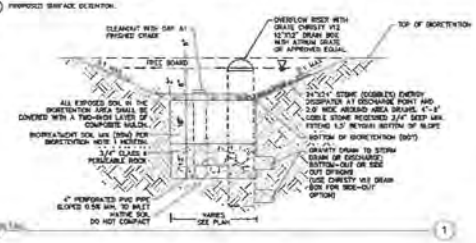
1. DESIGN IS NOT FINAL. PHASE 1 STORMWATER CONTROL DESIGN IS SHOWN, SUBJECT TO CHANGE. FUTURE PHASES SHOW DIAGRAMMATIC BIORETENTION PLANTERS FOR ILLUSTRATION PURPOSES. FUTURE PHASES WILL COMPLY WITH REQUIREMENTS.

ABBREVIATIONS

FS: FINISHED SURFACE
HP: HIGH POINT
LP: LOW POINT
CY: CUBIC YARDS
TW: TOP OF WALL
BW: BOTTOM OF WALL
GB: GRADE BREAK
IMP: INDIVIDUAL MANAGEMENT PRACTICE (PER CONTRA COSTA COUNTY C.3 GUIDEBOOK)

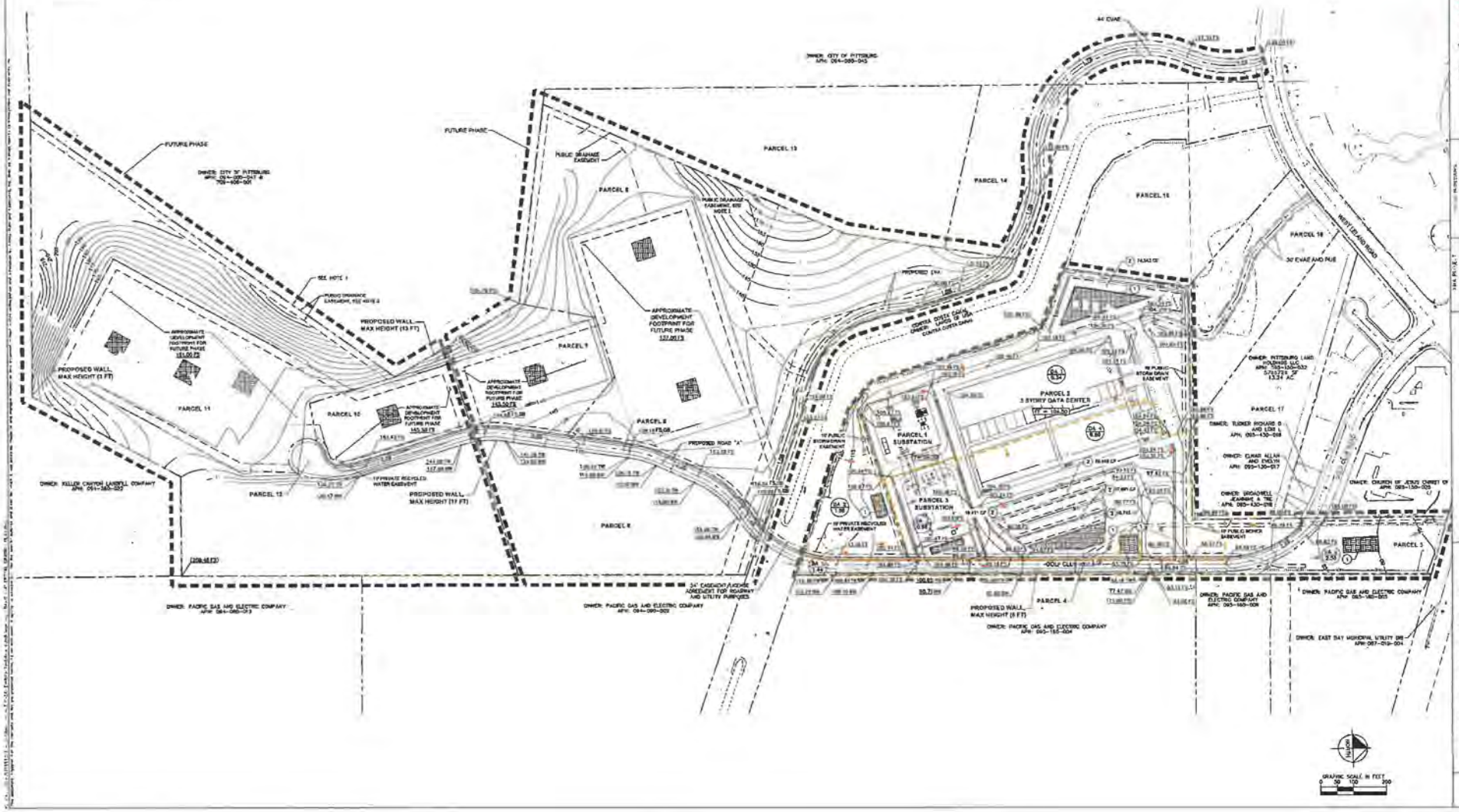
GRADING AND DRAINAGE NOTES

1. PROPOSED BIORETENTION SYSTEM WITH OVERFLOW DRAIN PER DETAIL 1 HEREON.
2. PROPOSED SURFACE DETENTION.



STORMWATER MANAGEMENT COMPLIANCE SUMMARY TABLE							
DA #	TOTAL DRAINAGE AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	IMP PROVIDED	IMP AREA REQUIRED (SF)	IMP AREA PROVIDED (SF)	ORIFICE DIAMETER (IN.)
1	383,037	238,988	124,039	BIORETENTION	12,044	12,100	0.58
2	84,485	14008	70,477	BIORETENTION	1,870	2,000	0.74
3	41,906	41,906	0	BIORETENTION	1,876	1,700	0.56
4	300,263	133,033	193,333	BIORETENTION	6,758	6,600	1.40
5	56,968	53,504	3,364	BIORETENTION	2,231	2,300	0.61
6	111,531	11,550	100,041	BIORETENTION	4,038	4,100	1.10

NOTE: BIORETENTION AREAS SHOWN SUBJECT TO CHANGE.



Kimley»Horn

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN - OPTION 1

SHEET NUMBER
TM4.0

LEGEND

- CENTERLINE
- PROPERTY LINE
- PROJECT PHASES
- DRAINAGE AREA (DA)
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED FLOW DIRECTION AND SLOPE
- BIORETENTION AREA
- PROPOSED SURFACE FLOW DIRECTION
- PROPOSED STORM DRAIN PIPE FLOW DIRECTION
- DA WITH AREA IN ACRES

ESTIMATED EARTHWORK QUANTITIES

CUT: 442,000 CY

FILL: 313,000 CY

NET: 129,000 CY (EXPORT)

NOTE

1. DESIGN IS NOT FINAL PHASE 1 STORMWATER CONTROL MEASURES SHOWN SUBJECT TO CHANGE. FUTURE PHASES SHOW DIAGRAMATIC BIORETENTION PLANTERS FOR ILLUSTRATION PURPOSES. FUTURE PHASES WILL COMPLY WITH REQUIREMENTS.

ABBREVIATIONS

FS: FINISHED SURFACE

HP: HIGH POINT

LP: LOW POINT

CTS: CHARC VARIES

TW: TOP OF WALL

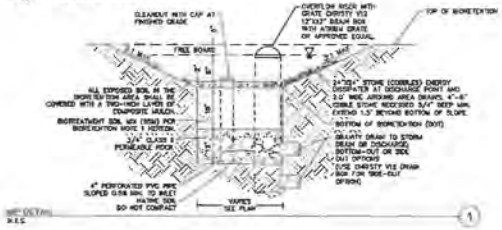
BW: BOTTOM OF WALL

DR: DRAIN DRAIN

IMP: INDIVIDUAL MANAGEMENT PRACTICE (PER CONTRA COSTA COUNTY C.3 GUIDEBOOK)

GRADING AND DRAINAGE NOTES

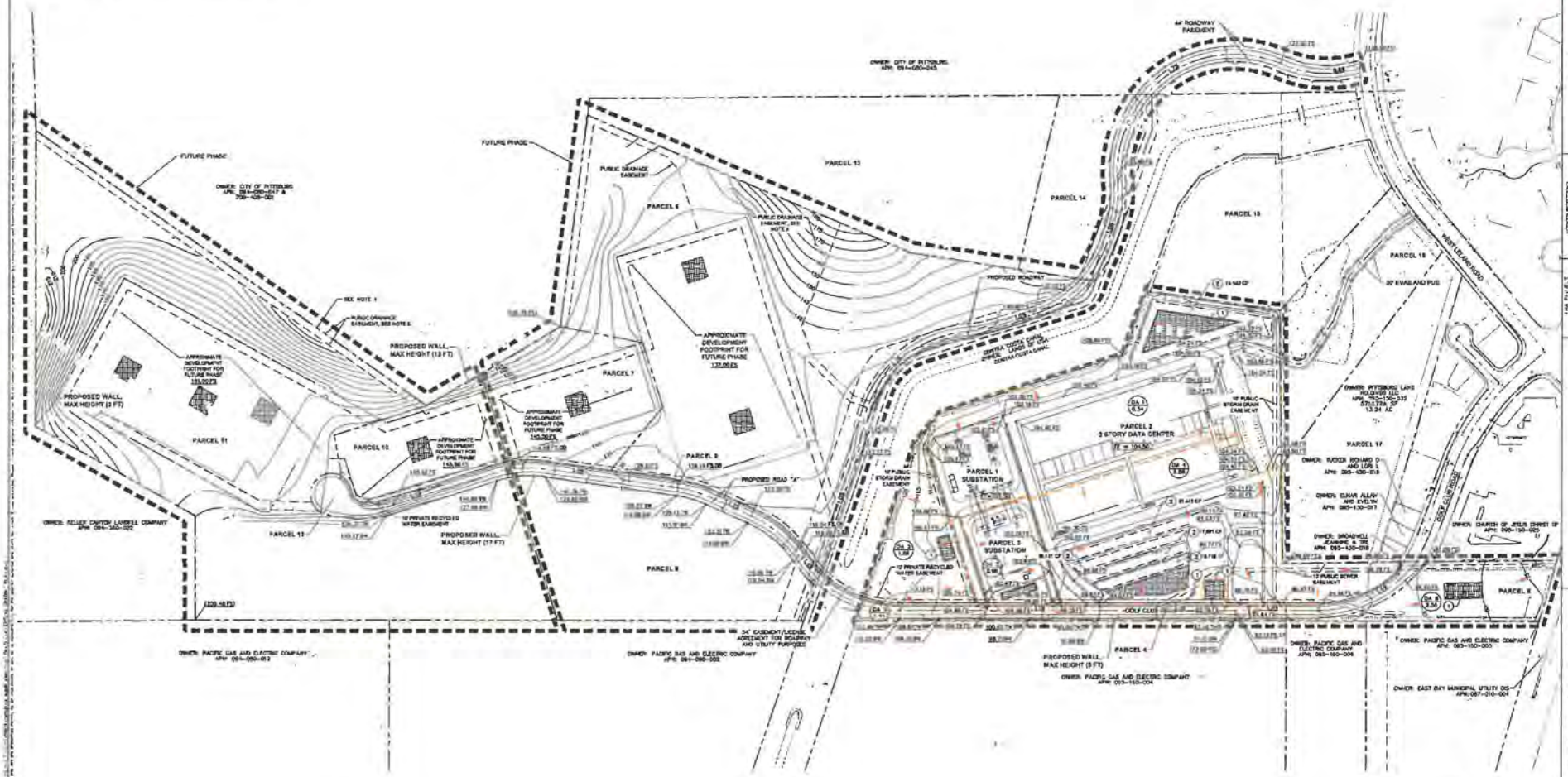
1. PROPOSED BIORETENTION SYSTEM WITH OVERFLOW DRAIN PER DETAIL 1 HEREON.
2. PROPOSED SURFACE DETENTION.



STORMWATER MANAGEMENT COMPLIANCE SUMMARY TABLE

DA #	TOTAL DRAINAGE AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	BMP PROVIDED	MP AREA REQUIRED (SF)	MP AREA PROVIDED (SF)	ORIFICE DIAMETER (IN.)
1	383,631	230,988	124,538	BIORETENTION	12,041	12,100	0.56
3	94,483	74,000	20,477	BIORETENTION	1,970	2,000	0.34
3	41,806	41,606	0	BIORETENTION	1,676	1,700	0.26
4	300,363	138,000	162,335	BIORETENTION	8,758	8,800	1.40
5	58,888	53,604	5,384	BIORETENTION	2,351	2,300	0.81
6	111,331	41,330	100,041	BIORETENTION	4,026	4,100	1.10

NOTE: BIORETENTION AREAS SHOWN SUBJECT TO CHANGE.

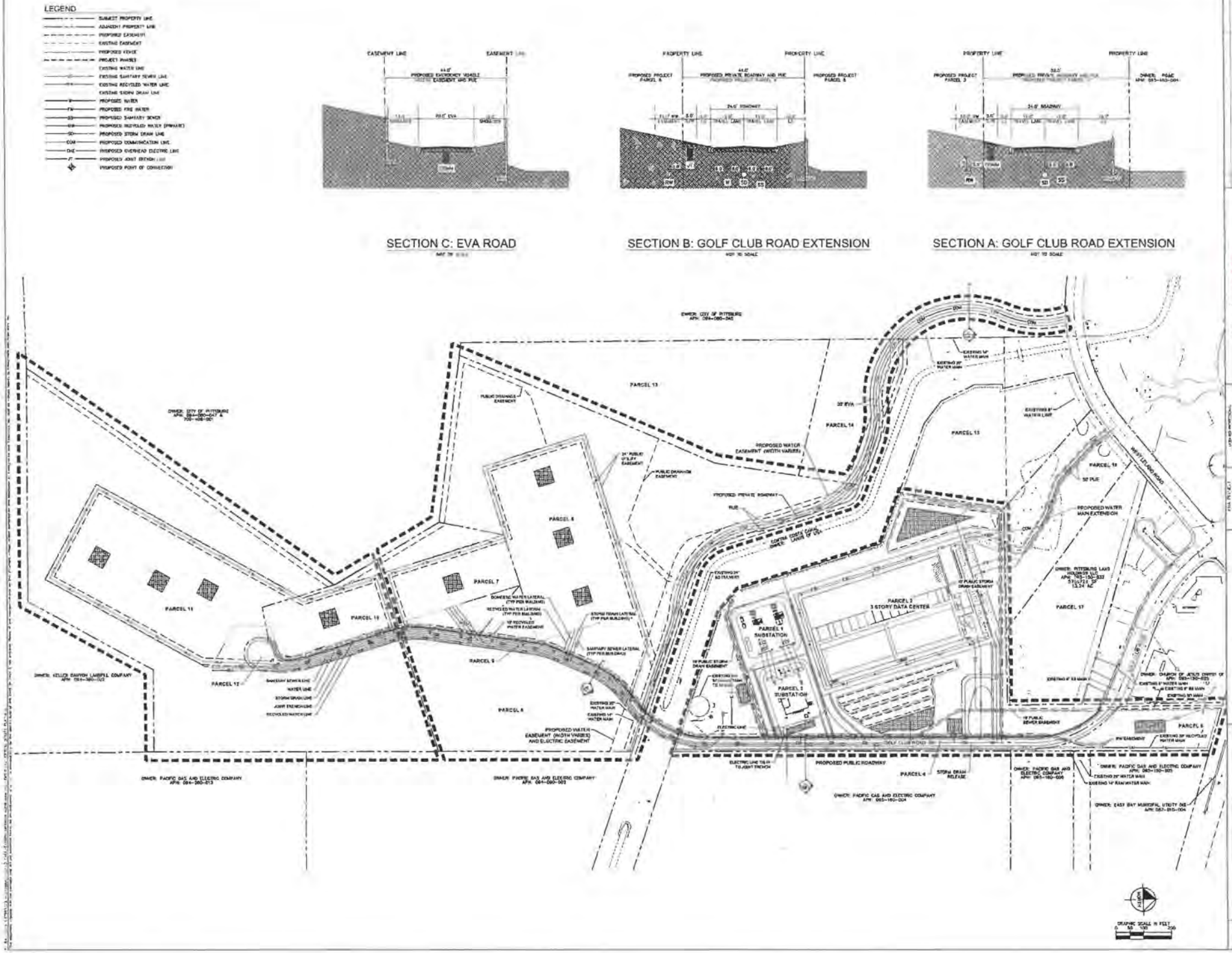


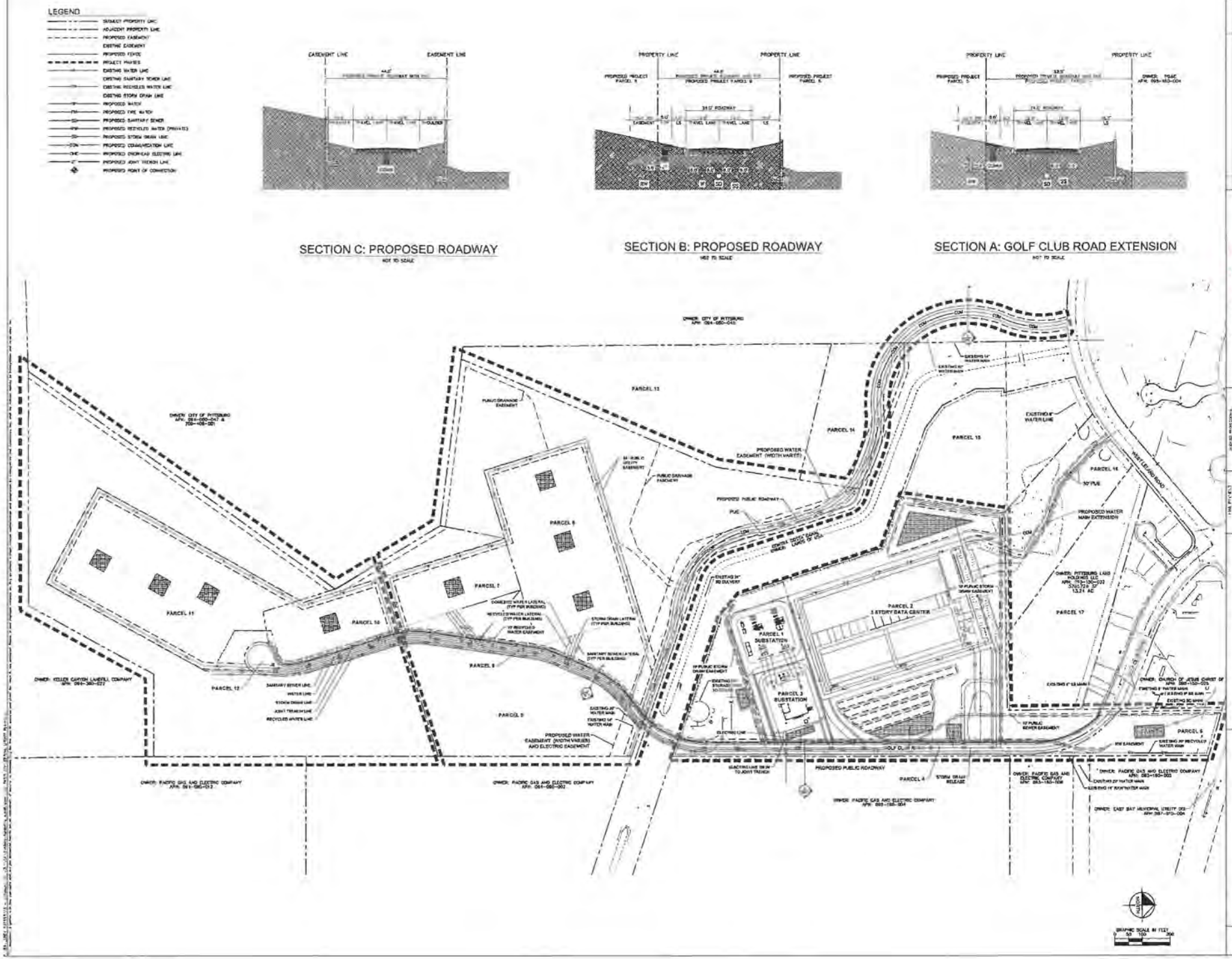
Kimley»Horn

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN - OPTION 2

SHEET NUMBER
TM4.1


LEGEND
SECTION C: EVA ROAD
SECTION B: GOLF CLUB ROAD EXTENSION
NOT TO SCALE
SECTION A: GOLF CLUB ROAD EXTENSION
NOT TO SCALE
PARCEL 13
PARCEL 14
PARCEL 15
PARCEL 16
PARCEL 17
PARCEL 8
PARCEL 7
PARCEL 9
PARCEL 10
PARCEL 11
PARCEL 12
PARCEL 1 SUBSTATION
PARCEL 2 SUBSTATION
PARCEL 2 3 STORY DATA CENTER
PARCEL 4
PARCEL 5
PROPOSED WATER MAIN EXTENSION
PROPOSED PUBLIC ROADWAY
PROPOSED WATER EASEMENT (WIDTH VARIES)
PROPOSED PRIVATE ROADWAY
GOLF CLUB ROAD
WEST LELAND ROAD
Kimley»Horn
VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX
CONCEPTUAL UTILITY
PLAN - OPTION 1
TM5.0



Kimley»Horn

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

CONCEPTUAL UTILITY PLAN - OPTION 2

SHEET NUMBER
TM5.1

Exhibit 2

Pittsburg Technology Park Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Subsequent Environmental Review under CEQA for Potential Future Phases of the Pittsburg Technology Park Specific Plan	)	Resolution No. 25-_____

WHEREAS, on November 4, 2024, the City Council unanimously adopted Resolution 24-14560, which (1) certified the Final Program Environmental Impact Report ("Program EIR") for the Pittsburg Technology Park Specific Plan ("Project") and adopted the associated CEQA Findings of Fact and Mitigation Monitoring and Reporting Program ("MMRP"), and approved the Vesting Tentative Map for a Major Subdivision for the Project; and (2) waived a further reading, and passed to second reading, an ordinance assigning zoning of PD (Planned Development) District to properties located within the Pittsburg Technology Park Specific Plan Area and adopted the Project; and

WHEREAS, the Project involves a phased, master planned development with three construction phases, with Phase I "assumed" to involve a 347,000 square foot data center on 22 acres, Phase II involving a 368,551 square foot development on 29 acres, and Phase III involving a 392,567 square foot development on 25 acres; and

WHEREAS, the General Plan's land use designation of the Project site as "Employment Center Industrial" and the City's rezoning of the Project site to "Planned Development" allows for any Project phase to include high-traffic manufacturing and distribution warehouses or data centers, which have yet to be determined; and

WHEREAS, given the conceptual nature of future build out of the Plan Area described in the Specific Plan, the EIR prepared for the Project was a Program EIR, pursuant to the definition of Program EIR in CEQA Guidelines Section 15168; and

WHEREAS, the prior Resolution 24-14560 stated that additional environmental review under CEQA only "may be" required for future development projects depending on the project's consistency with the Specific Plan and the analysis in the Program EIR, as required under CEQA; and

WHEREAS, the City Council now desires to adopt this Resolution addressing the environmental review for any future warehouse/logistics center proposed to occur in any phase of the Project.

NOW, THEREFORE, the City Council of the City of Pittsburg does hereby find, determine, conclude and resolve as follows:

Section 1. The City shall prepare or require an environmental impact report in advance of any potential approval of a discretionary entitlement for any future warehouse/logistics center for any phase of the Project, and shall not approve such entitlement until the environmental impact report has been or concurrently is certified. While subsequent environmental impact reports may incorporate by reference sections of the previously certified Program EIR, the City Council now directs that review of warehouse/logistics centers may not rely on the conclusions contained in the Program EIR. Rather, environmental analysis for any warehouse/logistics centers proposed and requiring discretionary approvals must specifically analyze a proposed warehouse/logistics project. The City shall not consider the impacts of a warehouse/logistics center to have been addressed, evaluated, or mitigated by the previously adopted EIR.

Section 2. The facts set forth in the Recitals of this Resolution are true and correct.

Section 3. The City Manager, or designee, is hereby authorized and directed to take all actions necessary or advisable to carry out this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council.

Section 5. The City Clerk of the City of Pittsburg shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I am employed in Oakland, California. I am over the age of 18 and not a party to the foregoing action. My business address is Center for Biological Diversity, 2100 Franklin Street, Suite 375, Oakland, California 94612. My email address is trettinghouse@biologicaldiversity.org.

On December 16, 2025, I served a true and correct copy of the following document(s):

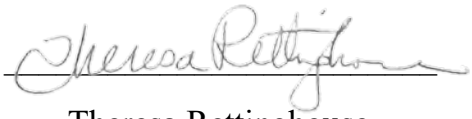
- **JOINT EX PARTE APPLICATION FOR STAY PENDING SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; DECLARATION OF MEREDITH STEVENSON; [PROPOSED] ORDER GRANTING STAY**

[X] BY ELECTRONIC SERVICE: By electronically mailing a true and correct copy through Center for Biological Diversity's electronic mail system to the email address(s) shown below.

City of Pittsburg OFFICE OF THE CITY ATTORNEY Donna R. Mooney 65 Civic Ave. Pittsburg, CA 94565-3814 DMooney@pittsburgca.gov *Attorneys for Respondents and Defendants City of Pittsburg and City Council of the City of Pittsburg*	Andrew B. Sabey COX, CASTLE & NICHOLSON 50 California St, Ste 3200 San Francisco, CA 94111-4710 asabey@coxcastle.com *Attorney for Real Parties in Interest Pittsburg Data Hub, LLC, John Delacio and Avaio Digital Partners I, LLC*

[x] STATE: I declare under penalty of perjury under the law of California that the foregoing is true and correct.

Executed on December 16, 2025 at Alameda, California.



Theresa Rettinghouse