

DONATION AND ACQUISITION AGREEMENT

City of Manteca

APN: 218-210-26 (Portion)

Property Address: 1250 N Main Street, Manteca, CA 95336

This Donation and Acquisition Agreement (“Agreement”) is made and entered into this 24TH day of SEPTEMBER, 2025, by and between **Dolores M. Cardoza and Edward J. Cardoza, Jr., Co-Trustees of the 2012 Edward J. Cardoza, Sr. and Dolores M. Cardoza Revocable Trust dated December 3, 2012**, a trust (“Donor”), and the **City of Manteca** (“City”). Donor and City are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

1. Recitals

A. Donor is the sole owner of that certain real property located at 1250 N Main Street, Manteca, California, Assessor’s Parcel Number 218-210-26 (the “Property”).

B. Donor desires to donate, and City desires to accept, a portion of the Property consisting of approximately 1.14 acres, as legally described in **Exhibit A** (the “Donation Parcel”) and retain the remainder of the parcel as depicted in **Exhibit B** attached hereto, for the public purpose of constructing and relocating a Fire Station (Fire Station No. 3).

C. The City is a public agency authorized to acquire real property for public purposes including, but not limited to, fire protection and emergency services.

D. The Parties desire to enter into this Agreement to set forth the terms and conditions of the donation and acquisition of the Donation Parcel.

2. Conveyance of Title

Donor agrees to convey, and City agrees to accept, fee simple title to the Donation Parcel by Grant Deed, free and clear of all liens, encumbrances, and exceptions other than those approved by City, subject to the provisions of this Agreement.

3. Consideration

The Donation Parcel is being transferred to the City by Donor as a voluntary donation without monetary compensation. The City acknowledges receipt of this donation for public benefit purposes.

4. Use Restriction

The City agrees that the Donation Parcel shall be used solely for the construction, operation, and maintenance of a fire station (the “Building”). The property shall not be sold, leased, or used for any other purpose without the express written consent of Donor.

5. Reversion

If the City does not commence construction of a fire station on the Donation Parcel within ten (10) years from the close of escrow, the Donation Parcel, including any improvements thereon, shall automatically revert to Donor, or its designee, subject to recordation of a deed of reconveyance.

6. Recognition Plaque

As a material part of the consideration for this Agreement, and in recognition of the Cardoza Family's longstanding positive impact on the community of Manteca for over fifty (50) years, the City agrees to install and maintain, at its sole cost, a permanent plaque on the exterior or publicly accessible interior of the Building. The plaque shall state the City's appreciation and recognition of the Cardoza Family and their contributions to the community. The design, size, and placement of the plaque shall be subject to the City's reasonable discretion; provided, however, that the content of the plaque shall substantially include reference to (i) the Cardoza Family by name and (ii) their positive impact on the community of Manteca. The City further agrees that the plaque shall remain in place for so long as the Building is owned or operated by the City, unless removal is required by law, public safety, or substantial redevelopment of the Building, in which event the City shall endeavor to relocate the plaque, or a substantially similar replacement plaque, to an appropriate location as close as practicable.

7. Escrow and Closing

A. **Escrow:** Placer Title shall be the title company used for all title purposes, including issuance of the title policy, escrow, and related services. If no escrow is used, closing shall occur upon recordation of the Grant Deed.

B. **Closing Date:** Closing shall occur on or before December 31, 2025, or such other date mutually agreed upon by the Parties in writing.

C. **Deliverables:** At or before closing, Donor shall deliver to City:

- A duly executed and notarized Grant Deed conveying the Donation Parcel;
- A Non-Foreign Affidavit (FIRPTA);
- Any documents reasonably requested by the City or title/escrow agent.

D. **Title:** Title shall be conveyed to City free and clear of all monetary liens. The City previously obtained a title report.

E. **Costs:** The City shall pay all costs and fees associated with title transfer, escrow, recording, and related matters.

8. Phase I Environmental Site Assessment

City has commissioned a Phase I Environmental Site Assessment (ESA) for the Donation Parcel. Donor represents and warrants that, to the best of its knowledge, there are no hazardous materials or environmental contamination on the Donation Parcel.

9. Warranties and Representations

Donor represents and warrants to the City that:

- A. Donor is the sole legal owner of the Donation Parcel and has full right, power, and authority to convey it to the City;
- B. There are no leases, tenancies, or other possessory interests affecting the Donation Parcel;
- C. There are no known legal actions, claims, or proceedings affecting the Donation Parcel;
- D. The Donation Parcel is not subject to any unrecorded easements or encroachments not disclosed to City in writing.

10. City Council Approval

This Agreement is subject to and shall not be binding upon the City until approved by the **City Council of the City of Manteca** at a duly noticed public meeting and executed by the City Manager or authorized designee.

11. General Provisions

- A. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. **Entire Agreement:** This Agreement contains the entire understanding of the Parties and supersedes all prior discussions or agreements, oral or written.
- C. **Amendments:** Any amendment to this Agreement shall be in writing and signed by both Parties.
- D. **Costs:** Each Party shall bear its own costs, including legal fees. The City shall pay for escrow and recording costs.
- E. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Indemnification

Donor agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Donor's ownership of the Donation Parcel, prior the Close of Escrow, including but not limited to any act or omission of the Donor, its officers, employees, contractors, or agents in connection with the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DONOR OWNER:

By: Dolores M. Cardoza

Dolores M. Cardoza Co-Trustee of the 2012 Edward J. Cardoza, Sr. and Dolores M. Cardoza Revocable Trust dated December 3, 2012.

Date: 9-24-2025

By: Edward J. Cardoza Jr

Edward J. Cardoza, Jr., Co-Trustee of the 2012 Edward J. Cardoza, Sr. and Dolores M. Cardoza Revocable Trust dated December 3, 2012.

Date: 9-24-2025

CITY OF MANTECA

By: _____

Toni Lundgren, City Manager

Date: _____

ATTEST:

By: _____

Cassandra Candini-Tilton, Director of Legislative Services

Date: _____

APPROVED AS TO FORM:

By: _____

Kousha Mckeenejad, Deputy City Attorney

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL TO THE CITY OF MANTECA

A portion of the land as described in that certain CORRECTED GRANT DEED recorded March 16, 2017, in Document No. 2017-030286, San Joaquin County Records, herein after referred to as the Cardoza Parcel, situate in the City of Manteca, County of San Joaquin, State of California, lying in the west one-half (W 1/2) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of Section 28, Township 1 South, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

All of said Cardoza Parcel.

EXCEPTING THEREFROM the portion of land, being more particularly described as follows:

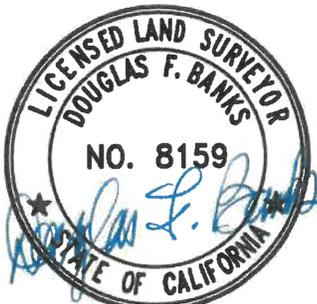
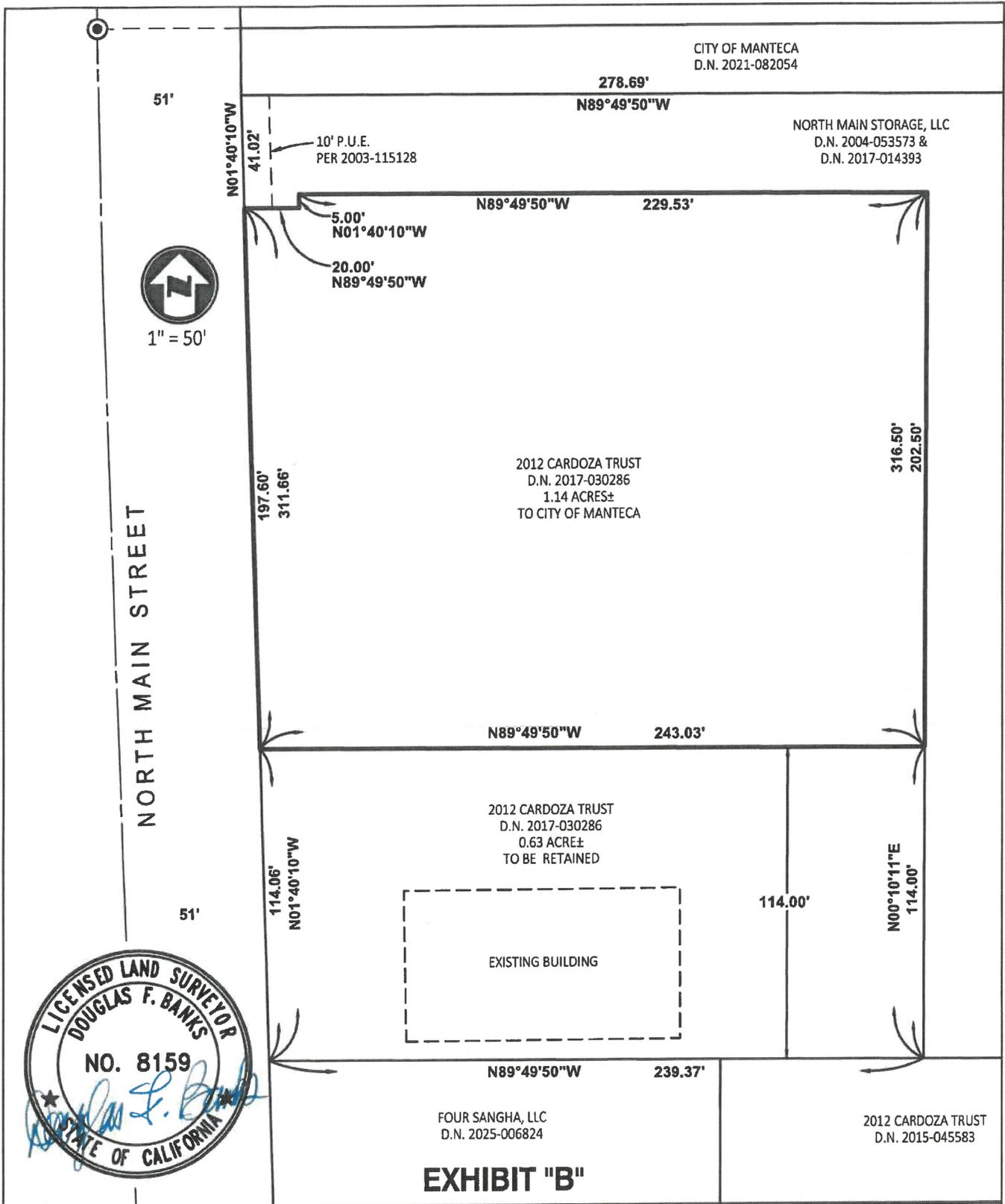
The South 114.00 feet of said Cardoza Parcel.

Containing 1.14 acres, more or less.

A plat (EXHIBIT "B") showing the above described area is attached hereto and made a part thereof.

DATED: 9.22.2025





<p>MCR ENGINEERING, INC. 1242 DUPONT COURT MANTECA, CA 95336 TEL: (209) 239-6229 FAX: (209) 239-8839 www.mcreng.com</p>	<p>PORTION OF 2012 CARDOZA TRUST PARCEL TO BE DEEDED TO THE CITY OF MANTECA</p>		<p>BY: DFB</p>
	<p>MANTECA, CALIFORNIA</p>		<p>DATE: 8/15/25</p>
	<p>FILE: 25-082SURVEYCITY PARCEL.dwg</p>		<p>SHEET: 1 OF 1</p>
	<p>MANTECA, CALIFORNIA</p>		<p>FILE: 25-082SURVEYCITY PARCEL.dwg</p>

Exhibit B - Remainder Parcel

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL RETAINED BY CARDOZA

A portion of the land as described in that certain CORRECTED GRANT DEED recorded March 16, 2017, in Document No. 2017-030286, San Joaquin County Records, herein after referred to as the Cardoza Parcel, situate in the City of Manteca, County of San Joaquin, State of California, lying in the west one-half (W 1/2) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of Section 28, Township 1 South, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

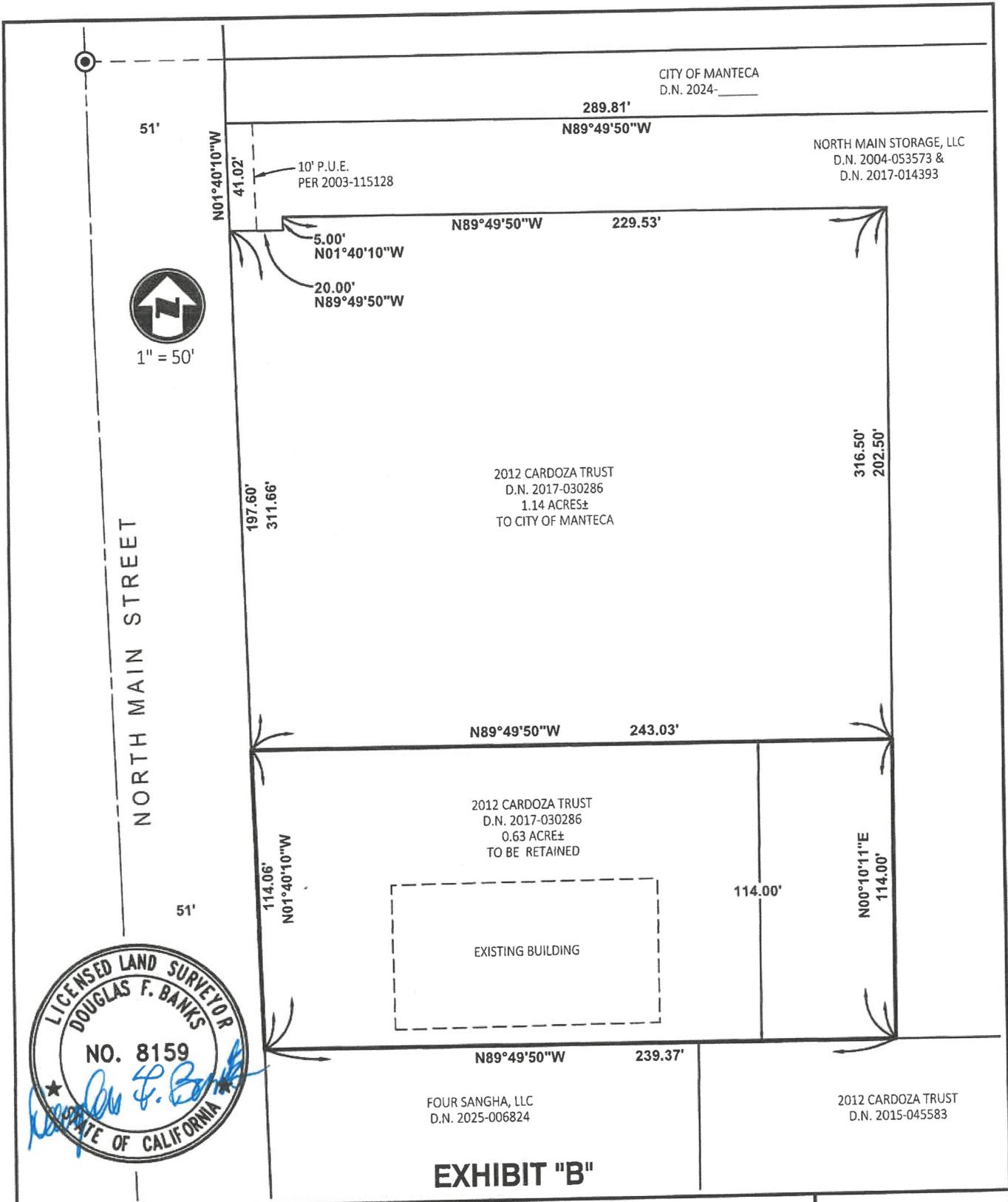
A strip of land, being the South 114.00 feet of said Cardoza Parcel.

Containing 0.63 acre, more or less.

A plat (EXHIBIT "B") showing the above described area is attached hereto and made a part thereof.

DATED: 8.15.2025





MCR ENGINEERING, INC.
 1242 DUPONT COURT
 MANTECA, CA 95336
 TEL: (209) 239-6229
 FAX: (209) 239-8839

**PORTION OF 2012 CARDOZA TRUST
 PARCEL TO BE RETAINED**

MANTECA,

CALIFORNIA

BY:	DFB
DATE:	8/15/25
SHEET:	1 OF 1
FILE:	25-082\SURVEY\RETAINED PARCEL.dwg