

**DONATION AGREEMENT OF A REAL PROPERTY  
FROM RANDALL D. REEDY, SUCCESSOR TRUSTEE OF THE LOUISE SCAGLIONE ELIA  
CREDIT SHELTER TRUST DATED MARCH 1, 2008 UNDER THE 2006 ELIA FAMILY  
REVOCABLE LIVING TRUST AND THE ROCCO ELIA SURVIVOR'S TRUST UNDER THE  
2006 ELIA FAMILY REVOCABLE LIVING TRUST TO THE CITY OF SAN JOSE**

This Donation Agreement ("Agreement") is made by and between Randall D. Reedy, Successor Trustee of the Louise Scaglione Elia Credit Shelter Trust dated March 1, 2008 under the 2006 Elia Family Revocable Living Trust and the Rocco Elia Survivor's Trust under the 2006 Elia Family Revocable Living Trust, ("DONOR") and the City of San José, a municipal corporation of the State of California, ("CITY"), and is effective on the date it is fully executed by the CITY and the DONOR ("Effective Date").

**RECITALS**

- A. DONOR is the owner in fee simple of that certain real property consisting of two (2) parcels located at 100 W. Alma Avenue and 1413 Sanborn Avenue in the City of San José, further identified as Assessor's Parcel Numbers 434-23-133 and 434-23-134, respectively, and more particularly described in Exhibit "A" to this Agreement and incorporated by reference ("Property"); and
- B. DONOR has offered to donate the Property to CITY for the construction of a children's park with appropriate permanent signage indicating that the park is dedicated to the memory of ROCCO ELIA and LOUISE SCAGLIONE ELIA; and
- C. CITY is a municipal corporation of the State of California that is a qualified entity entitled to receive charitable donations for public purposes pursuant to Section 170(c)(1) of the Internal Revenue Code, as amended. The CITY intends to accept this donation consistent with its authority for use of public land; and
- D. DONOR desires to donate and CITY desires to accept the Property, and the parties wish to and enter into this Agreement according to the terms described herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Donation.** It is understood and agreed that the Property, as described in Exhibit "A", is being donated to CITY by the undersigned DONOR and CITY agrees to accept the Property in As-Is condition from DONOR. DONOR agrees to donate said Property to CITY by a quit claim deed in a form substantially similar to that set forth in the attached Exhibit "B". The donation and acceptance of the Property shall be in accordance with and subject to all of the following terms, conditions, promises, covenants, agreements and provisions.

Other than as expressly set forth in this Agreement, (a) the CITY acknowledges and agrees that it is acquiring the Property in its "As-Is" condition, with all faults, if any, and without any warranty,

Exhibit A

express or implied, and (b) neither DONOR nor any agents, representatives, or employees of DONOR have made any representations or warranties to the CITY or the CITY's agents with respect to the condition, fitness, use or zoning of the Property upon which the CITY has relied directly or indirectly for any purpose. The CITY acknowledges that it has been afforded the opportunity to make such inspections (or have such inspections made by CITY or its consultants) as it desires of the Property and to obtain information regarding operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject to at the close of escrow. The CITY acknowledges that it has or will independently and with the assistance of its professional advisors and consultants undertake whatever studies, tests and investigation the CITY desires to conduct relating to the Property. The CITY is relying solely on its own investigation as to the Property and is assuming the risk that adverse physical, economic or other conditions may not have been revealed by such investigation. The CITY agrees that, except as expressly set forth in this Agreement, the Property is transferred to and accepted by the CITY, at the closing of escrow, in the condition it is in at the end of the Due Diligence Period, as defined below, "As-Is."

2. **Title Conveyance and Assignment.** DONOR agrees that, except as otherwise expressly provided in this document, the Property shall be conveyed by DONOR to CITY free and clear of any and all conditions, restrictions, reservations, liens, encumbrances, assessments, easements, leases (recorded or unrecorded) not previously disclosed to CITY and acknowledged in Section 11 below, deeds of trust, mortgages, taxes owed, and any clouds or defects in title. DONOR understands and acknowledges that the Property, or any portion thereof, may be subsequently conveyed to a third party after the close of escrow but not in contravention of Donor's intent as set forth in Recital B as heretofore stated.
3. **Due Diligence.** CITY, or its designees, shall commence due diligence with respect to the Property on or after the Effective Date and the due diligence period shall expire thirty (30) days after the Effective Date (the "Due Diligence Period"). CITY shall have the right, in CITY's sole and absolute discretion, to terminate this Agreement at any time prior to the expiration of the Due Diligence Period.
4. **Termination of Agreement.** The parties mutually agree that this Agreement shall be effective from the Effective Date through the earlier of the Close of Escrow or through December 31, 2020 ("Termination Date"), unless further extended in writing by the parties. CITY has a right to terminate this Agreement anytime during the Due Diligence Period with written notice to DONOR, effective the date of the notice.
5. **Escrow.** By this Agreement, DONOR and CITY establish an escrow at First American Title Insurance Company, 333 West Santa Clara Street, Suite 220, San Jose, CA, 95113, ("Title Company") under NCS-1009272-SC (Escrow"). DONOR hereby authorizes CITY to prepare and file escrow instructions with the Title Company, on behalf of DONOR, in accordance with this Agreement.
  - 4.1 **Fees and Costs.** CITY shall bear the cost of any transfer taxes (if any) recording fees, cost of title insurance, escrow fees and any other closing costs, incidental to the conveying of the Property to CITY in accordance with this Agreement.

- 4.2 Property Review. CITY shall keep the Property lien free and shall immediately discharge and remove any liens placed thereon based upon the actions of CITY or any party acting under or on behalf of CITY.
- 4.3 DONOR's Deposit into Escrow. On or before Close of Escrow, DONOR will deliver into Escrow with the Title Company the following documents:
- 4.3.1 A quit claim deed, in recordable form and properly executed by DONOR, in a form approved by CITY and substantially similar to **Exhibit "B"**, ("Deed") conveying to CITY the Property in fee simple absolute.
  - 4.3.2 Copies of any effective leases, rental agreements or any other agreements, if any, which CITY has agreed in writing, are to remain in effect after CITY takes title.
  - 4.3.3 DONOR's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and
  - 4.3.4 Grantor's affidavit as contemplated by the Revenue and Taxation Code Section 18662 ("Withholding Affidavit").
- 4.4 Close of Escrow. Escrow shall close on or before that certain date which is thirty (30) days after the Effective Date, provided in no event shall it occur later than December 31, 2020, upon the conveyance of the Property to CITY ("Close of Escrow"). On the Close of Escrow date, the Title Company shall close Escrow as follows:
- 4.4.1 Record the Deed, marked for return to CITY and shall obtain at recording conformed copies of the Deed and deliver a copy thereof to DONOR and CITY immediately after the Close of Escrow;
  - 4.4.2 Issue the Title Policy;
  - 4.4.3 Prorate taxes, assessments, rents and other charges as provided by this Agreement; and
  - 4.4.4 Prepare and deliver to CITY and to DONOR one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.
6. Title Insurance. DONOR agrees to cause to be issued to CITY, at no cost to the DONOR and concurrently with the conveyance of the Property to CITY, a C.L.T.A. owner's form policy of title insurance issued by the above-mentioned Title Company in the amount of \$2,275,000, with CITY named as the insured, insuring the title of CITY to the Property is free and clear of any and all conditions, restrictions, liens encumbrances, assessments, easements, leases (recorded or unrecorded), taxes and any clouds or defects in title whatsoever, except such specific exceptions as CITY expressly authorizes in this agreement. Acceptance by CITY of any such policy of insurance, whether such insurance complies with the requirements of this Section or not, shall not constitute a waiver by CITY of its right to such insurance, nor a waiver by the CITY of any rights of action for damages or any other rights which may accrue to CITY by reason of the failure of DONOR to convey title or to provide title insurance as required in this Agreement.
7. Property Taxes. DONOR is solely responsible for any and all property taxes owing on the Property through the Close of Escrow. DONOR shall be solely responsible for seeking any refund

of taxes for which DONOR may be eligible under Cal. Rev. & Tax. Code §5096.7, provided that CITY, upon request of DONOR, shall make any required filing under Cal. Rev. & Tax. Code §5082.1 and shall cooperate with DONOR in obtaining any such refunds. All current property taxes on the Property shall be handled in accordance with §4986 of the Revenue and Taxation Code of the State of California and updates thereof and shall be solely DONOR's responsibility.

8. **Cost and Fees.** CITY shall bear the cost of any transfer taxes, recording fees, cost of title insurance, escrow fees and any other closing costs, incidental to the conveying of the Property to CITY. DONOR shall be responsible for any and all reconveyance or transfer fees for any deeds of trust, full release of mortgage, payment of liens, discharge of judgments, or any legal, administrative or other costs or expenses DONOR may incur in delivering marketable title to CITY. All costs related to satisfying any "due diligence" requirements or requests that a party deems necessary to perform its obligations under this Agreement shall be the sole obligation of such party.
9. **Possession and Right to Enter.** DONOR agrees to deliver to CITY, at the Close of Escrow, quiet and peaceful possession of the Property as subject to the leases as set forth in Section 11 as set forth herein below. Prior to this Agreement, DONOR has provided CITY access to the Property for the purposes described below and, upon the effective date and terminating at the Close of Escrow, DONOR shall continue to allow CITY, and its agents or contractors, the right to enter and use the Property to perform work related to the transfer of the Property including, but not limited, to surveys and inspections to aid in determining the condition of the property ("Right to Enter").
10. **Waivers.** The waiver by either party of any breach of any term, condition or covenant of this Agreement by the other shall not be deemed or held to be a waiver of any subsequent or other breach of any term, condition or covenant of this Agreement.
11. **Leases.** DONOR warrants that there are no oral or written leases on all or any portion of the Property that will impede the CITY's use of the Property, aside from the following agreements with the following tenants:
  - a. Lease dated December 31, 2014 with Quynh Ngo and My Hue Nguyen (doing business as Mexican Brother Market), currently on a month-to-month tenancy;
  - b. Third Extension of Lease Agreement dated December 1, 2013 with Victor Quoc Tieu (doing business as Allstate Insurance), currently on a month-to-month tenancy;
  - c. Third Extension of Lease Agreement dated June 15, 2015 with Elias Magallon Diaz and Alma Rosa Diaz (doing business as Alma's Beauty Salon), expiring December 31, 2020, which includes a potential option for an additional five (5) years at Fair Market Value. Original Tenant, who was granted the Option as part of their lease renewal, transferred ownership of the business and the Lease to Marisol Ramirez Espinoza (doing business as AlmaSol Beauty Salon) without informing Donor/Landlord. New Owner has been notified in writing that Donor/Landlord does not recognize the Option in light of this unauthorized transfer. Additionally, the Lease Extension required exercise of the option in writing not more than 180 days and not less than 120 days before the end of the lease term on December 31, 2020. No exercise has been made by Tenant either orally or in writing; and
  - d. A Right of Occupancy for Sonia Bose Ardaniel expiring December 26, 2020 at 1413 Sanborn Avenue, San Jose, CA under the terms of the original Trustee's trust provisions. ["Existing Leases"]

Exhibit A

DONOR further agrees to indemnify, defend and save harmless the CITY for any and all of CITY's losses and expenses occasioned by reason of any lease of the Property held by any tenant which would prevent CITY use or possession of the Property, aside from the previously disclosed Existing Leases.

12. **Environmental Compliance.** For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law. DONOR represents and warrants that no proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services) with respect to the presence of Hazardous Materials on the Property or the migration of Hazardous Materials from or to other property, is in progress, or about to commence or has previously occurred, notwithstanding any investigation conducted by CITY in conjunction with this Agreement. To the best of DONOR's knowledge, without any duty of inquiry, neither the Property nor any real estate in the vicinity of the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Donor, nor to the best of DONOR's knowledge without duty of inquiry, any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property. Neither DONOR, nor to the best of DONOR's knowledge without any duty of inquiry, any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and to the best of DONOR's knowledge without any duty of inquiry, there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property. To the best of DONOR's knowledge without any duty of inquiry, the Property does not consist of any building materials that contain Hazardous Material (other than asbestos or similar, naturally occurring substances). Any and all future use of the Property by CITY, whatever such use may be, shall be conditioned on complying with CEQA requirements for said future use. City represents that it will use due diligence in the performance of its own independent investigations regarding the past and current condition of the property with regard to Hazardous Materials.
  
13. **Representations and Warranties.** The representations and warranties contained in this Agreement shall survive the execution and delivery of the Deed from DONOR to CITY and the transfer of title.
  
14. **Mutual Indemnifications and Financial Responsibility.** Except for those terms and provisions which expressly survive the Close of Escrow, from and after the Closing, the DONOR and CITY hereby completely releases and forever discharges CITY and DONOR, its employees, agents, or any other person acting on behalf of CITY or DONOR, and CITY or DONOR partners and owners (collectively, the "Indemnitees") from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, "Claims") arising from or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto (collectively, the "Released Matters") as a direct or indirect result of:

Exhibit A

- a) any misrepresentation or breach of warranty or breach of covenant made by DONOR in this Agreement or any document, certificate or exhibit given or delivered to CITY or escrow holder pursuant to or in connection with this Agreement;
- b) any misrepresentation or breach of warranty or breach of covenant made by CITY in this Agreement or any document, certificate or exhibit given or delivered to DONOR or escrow holder pursuant to or in connection with this Agreement; and
- c) Third party tort claims and similar claims of the type that would typically be insured under a commercial general liability insurance policy which are based on events occurring on the Property when the City or Donor is the record title owner of the property.

15. **Charitable Donation; Appraisal.** The CITY acknowledges that DONOR intends to treat the donation of the Property as a charitable donation for federal tax purposes, and CITY agrees to sign such documentation as may be reasonably requested by DONOR (including, without limitation, signing the property receipt acknowledgement on I.R.S. Form 8283), which obligation shall survive the conveyance of the Property to the CITY. However, CITY makes no representation as to the extent or existence of DONOR's right to claim a charitable contribution to CITY hereunder. DONOR will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended and CITY reserves the right to refuse to sign any documents that do not reflect a reasonable valuation of the Property. Donor has not had a recent appraisal prepared for the Property and Donor agrees to be bound by City's determination of value as set forth in Paragraph 6 herein, "TITLE INSURANCE".

16. **Exceptions.** CITY agrees to accept title to and title insurance on the Property subject to the following exception(s) as set forth in the Preliminary Title Report dated as of March 23, 2020 provided by First American Title. CITY shall obtain a Preliminary Title Report and any objections to title shall be provided to DONOR within ten (10) days of receipt. DONOR shall then have thirty (30) days to remove said objections or provide CITY written notice that said objections will not or cannot be removed. CITY will then have ten (10) days to withdraw said objections and accept title with all listed exceptions. In the event CITY is unable or unwilling to withdraw said objections and accept title with all listed exceptions, this Agreement shall be voidable at the option of either party without further obligation or liability accruing to either party.

17. **Notices.** Any notice or delivery of other communication pursuant to this Agreement must be in writing and must be personally delivered or mailed via U.S. mail, return-receipt requested, addressed as follows:

CITY: City of San José  
 Office of Economic Development  
 Real Estate Services & Asset Management  
 200 E Santa Clara, 12<sup>th</sup> Floor  
 San José, CA 95113  
 Attention: Administrative Officer

with a copy to: City of San José  
 Office of the City Attorney

Exhibit A

200 East Santa Clara, 16<sup>th</sup> Floor  
San José, CA 95113  
Attention: Real Estate Attorney

DONOR: Randall D. Reedy, Successor Trustee  
Gallagher, Reedy & Jones  
19A North Santa Cruz Avenue  
Los Gatos, CA 95030

Either party may change its address for notice by providing written notice of the change to the other party in the manner provided in this Section.

18. **Property Studies and Records.** DONORS shall deliver to CITY, within five (5) calendar days after Execution Date of this Agreement, complete, accurate and legible (hard and electronic) copies of all documents concerning the Property that are in Donors' possession or control or are readily available to Donors, including, but not limited to, title reports, specifications, maps, drawings, surveys, engineering, soils, environmental, and geotechnical studies and reports, leases, estoppels, topographic surveys, grading plans, feasibility, marketing or other studies, investigations or reports, permits, approvals, affordable housing agreements, right of way and easement agreements, zoning and master plans, bonds, specific plans, initial studies, mitigated negative declarations and/or environmental impact reports, Phase I and II environmental assessments, entitlement documents; property tax bills; estoppels from tenants; and notices of any violation of any federal, state or local statutes, ordinances, affordable housing or inclusionary housing agreements, rules or regulations.
19. **Miscellaneous.**
- 20.1 **Entire Agreement.** This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto or their respective successors-in-interest.
- 20.2 **Further Assurances.** Whenever reasonably requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. The CITY shall also cooperate with DONOR's reasonable efforts to substantiate the making of the donation of the Property in a timely manner including, but not limited to, executing and delivering at I.R.S. Form 8283 at the Close of Escrow is when requested by DONOR. However, CITY reserves the right to refuse to future cooperation for any requests deemed to be unreasonable including but not limited to any valuation of the Property that is inconsistent with CITY's valuation of the Property.

- 20.3 Time of the Essence. Time is and shall be of the essence of each term and provision of this Agreement.
- 20.4 Maintenance. Between the execution of this Agreement and the Close of Escrow, DONOR shall maintain the Property in a safe condition that is substantially similar to the condition of the Property at the time of execution of this Agreement.
- 20.5 Pending Litigation. There is no litigation pending or, to the best of DONOR's knowledge threatened, against DONOR or any basis therefore that arises out of the ownership of the Property or that might detrimentally affect the value or the use or operation of the Property for its intended purpose or the ability of DONOR to perform its obligations under this Agreement. Donor shall notify CITY promptly of any such litigation of which DONOR becomes aware.
- 20.6 Governing Law. This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of California.
- 20.7 Headings. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- 20.8 Severability. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or DONOR in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
- 20.9 Exhibits. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.
- 20.10 Construction. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.
- 20.11 Successors and Assigns. This Agreement, and all the terms, covenants and conditions hereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.
- 20.12 Real Estate Brokers and Commissions. The parties each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated by this Donation Agreement and is not aware of any real estate commissions that are or will become due to any such agent or firm in connection with such transactions.



20.13 Counterparts. This Agreement and any Amendments can be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

20.14 Business Day. Days, unless otherwise specified, shall mean calendar days.

**\*\*SIGNATURES TO FOLLOW ON THE NEXT PAGE\*\***

IN WITNESS THE EXECUTION HEREOF the parties have executed this Agreement on the day and year first written below.

**CITY**

The City of San Jose, a municipal corporation of the State of California

Approved as to form:

On Behalf of the CITY:

\_\_\_\_\_  
Jon Calegari  
Deputy City Attorney

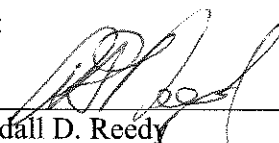
\_\_\_\_\_  
Jennifer Maguire  
Assistant City Manager  
City of San Jose

Date: \_\_\_\_\_

**DONOR**

Randall D. Reedy, Successor Trustee of the Louise Scaglione Elia Credit Shelter Trust dated March 1, 2008 under the 2006 Elia Family Revocable Living Trust and the Rocco Elia Survivor's Trust under the 2006 Elia Family Revocable Living Trust

On Behalf of the DONOR:

  
\_\_\_\_\_  
Randall D. Reedy  
Successor Trustee

Date: December 10<sup>th</sup> 2020

IN WITNESS THE EXECUTION HEREOF the parties have executed this Agreement on the day and year first written below.


**CITY**

The City of San Jose, a municipal corporation of the State of California

Approved as to form:

On Behalf of the CITY:

\_\_\_\_\_  
Jon Calegari  
Deputy City Attorney

  
\_\_\_\_\_  
Leland Wilcox  
Chief of Staff, Office of the City Manager  
City of San Jose

Date: 12/17/20

**DONOR**

Randall D. Reedy, Successor Trustee of the Louise Scaglione Elia Credit Shelter Trust dated March 1, 2008 under the 2006 Elia Family Revocable Living Trust and the Rocco Elia Survivor's Trust under the 2006 Elia Family Revocable Living Trust

On Behalf of the DONOR:

\_\_\_\_\_  
Randall D. Reedy  
Successor Trustee


Date: \_\_\_\_\_

IN WITNESS THE EXECUTION HEREOF, the parties have executed this Agreement on this  
day and year first written above.

CITY

The City of San Jose, California, incorporated 1850, State of California

Approved as to form

  
\_\_\_\_\_  
City Clerk  
Deputy City Attorney

On Behalf of the CITY

\_\_\_\_\_  
Leann Wilcox  
Chief of Staff, Office of the City Manager  
City of San Jose

Date: \_\_\_\_\_

DONOR

Randall D. Reedy, Successor Trustee of the Louise Scaglione EHA Credit Shelter Trust dated March 1,  
2008 under the 2008 EHA Family Revocable Living Trust and the Rocco EHA Survivor's Trust  
under the 2008 EHA Family Revocable Living Trust

On Behalf of the DONOR

\_\_\_\_\_  
Randall D. Reedy  
Successor Trustee

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

TRACT ONE: (APN: 434-23-133)

PARCEL A:

**LOT 167**, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "COTTAGE GROVE TRACT" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 26, 1889, IN VOLUME "D" OF MAPS, AT PAGE 127.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED TWO PARCELS OF LAND CONVEYED BY SAID MICHELE SCAGLIONE AND ADELINE SCAGLIONE, HUSBAND AND WIFE, TO THE CITY OF SAN JOSE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, BY DEED DATED MAY 22, 1959, AND RECORDED MAY 28TH, 1959, IN BOOK 4432, AT PAGE 461 OFFICIAL RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, TO WIT:

*PARCEL ONE:*

A CONTINUOUS STRIP OF LAND, OF THE UNIFORM WIDTH OF 20 FEET, EXTENDING NORTHEASTERLY FROM THE SOUTHWESTERLY BOUNDARY LINE TO TERMINATION AT THE NORTHEASTERLY BOUNDARY LINE OF LOT 167 OF THE COTTAGE GROVE TRACT, HEREINAFTER REFERRED TO, THE NORTHWESTERLY LINE OF ALMA AVENUE (FORMERLY ALMADEN AVENUE) AS SAID ALMADEN AVENUE IS DELINEATED UPON THAT CERTAIN MAP OF THE COTTAGE GROVE TRACT, HEREINAFTER REFERRED TO, BEING A PORTION OF LOT 167 AS SAID LOT IS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "COTTAGE GROVE TRACT" RECORDED JUNE 26, 1889 IN BOOK D OF MAPS, AT PAGE 127, SANTA CLARA COUNTY RECORDS.

*PARCEL TWO:*

A TRIANGULAR PARCEL OF LAND BOUNDED AS FOLLOWS:

ON THE NORTHEAST BY THE NORTHEASTERLY LINE OF LOT 167; ON THE NORTHWEST BY THE LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF ALMA AVENUE (FORMERLY ALMADEN AVENUE) AS SAID LOT 167 AND ALMADEN AVENUE ARE SHOWN UPON THE COTTAGE GROVE TRACT HEREINAFTER REFERRED TO; AND ON THE SOUTH BY AN ARC OF A CIRCLE OF RADIUS 10.00 FEET CONCAVE TO THE SOUTH, SAID ARCH BEING TANGENT TO SAID NORTHEASTERLY LINE OF LOT 167 AND ALSO TANGENT TO SAID PARALLEL LINE, BEING A PORTION

Exhibit A

OF LOT 167, AS SAID LOT IS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "COTTAGE GROVE TRACT" RECORDED JUNE 26, 1889 IN BOOK D OF MAPS, AT PAGE 127, SANTA CLARA COUNTY RECORDS.

PARCEL B:

**LOT 168** OF THE COTTAGE GROVE TRACT, ACCORDING TO A MAP OF SAID TRACT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, CALIFORNIA, IN MAP BOOK "D" AT PAGE 127.

PARCEL C:

**THE NORTHWESTERLY 17 FEET OF LOT 169** (FRONT AND REAR MEASUREMENTS) AS SHOWN ON THE MAP COTTAGE GROVE TRACT, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK D OF MAPS, AT PAGE 127.

**TRACT TWO: (APN 434-23-134)**

**LOTS ONE HUNDRED SIXTY-NINE (169) AND ONE HUNDRED SEVENTY (170)** IN COTTAGE GROVE TRACT, ACCORDING TO A MAP OF SAME OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK D OF MAPS, PAGE 127, RECORDS OF SAID COUNTY.

**EXCEPTING THEREFROM** THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED DECEMBER 1, 1959 IN BOOK 4622, PAGE 378, OF OFFICIAL RECORDS.

Exhibit A

**EXHIBIT B**  
Form of Quit Claim Deed

Recording Requested by:  
First American Title Company  
National Commercial Services  
333 W Santa Clara St., Ste 220  
San Jose, CA 95113  
FILE #: NCS-1009272-SC

When Recorded mail to:  
City of San José  
Real Estate Services  
200 East Santa Clara St., 12th Floor  
San José, CA 95113

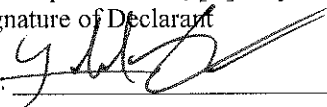
SPACE ABOVE THIS LINE FOR RECORDER

APN: 434-23-133 and 434-23-134

QUITCLAIM DEED

**The Undersigned Grantor Declares: DOCUMENTARY TRANSFER TAX \$0; CITY TRANSFER TAX \$0;  
Recorded for the benefit of the City of San Jose and is exempt from transfer tax per Revenue and Taxation Code  
Section 11922 and exempt from recording fee per Government Code Section 6103.**

- computed on the consideration or full value of property conveyed, OR  
 computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
 unincorporated area;  City of San Jose, and  
 Signature of Declarant

By: 

Print Name: Leland C. Wilcox

Title: Chief of Staff, City Managers Office

Randall D. Reedy, Successor Trustee of the Louise Scaglione Elia Credit Shelter Trust dated March 1, 2008 under the 2006 Elia Family Revocable Living Trust and the Rocco Elia Survivor's Trust under the 2006 Elia Family Revocable Living Trust, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to the CITY OF SAN JOSE, a municipal corporation of the State of California, any and all right, title or interest in the following described real property in the City of San Jose, County of Santa Clara, State of California, described in "Exhibit A" attached hereto and made a part hereof.

Exhibit B

IN WITNESS WHEREOF, the Quitclaimor has caused this instrument to be executed as of this 16<sup>th</sup>  
day of December, 2020.

RANDALL D. REEDY, SUCCESSOR TRUSTEE  
OF THE LOUISE SCAGLIONE ELIA CREDIT  
SHELTER TRUST DATED MARCH 1, 2008  
UNDER THE 2006 ELIA FAMILY  
REVOCABLE LIVING TRUST AND THE  
ROCCO ELIA SURVIVOR'S TRUST UNDER  
THE 2006 ELIA FAMILY REVOCABLE  
LIVING TRUST

  
\_\_\_\_\_  
RANDALL D. REEDY  
Successor Trustee



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

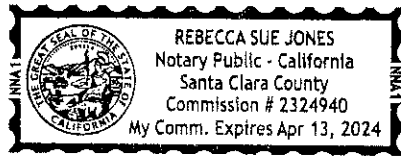
On 10/10/20 before me, Rebecca Sue Jones, Notary Public  
(insert name and title of the officer)

personally appeared Randall D. Rooley  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Sue Jones (Seal)




Deed Acceptance  
APNs: 434-23-133 and 434-23-134

CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated December 10, 2020 from Randall D. Reedy, Successor Trustee of the Louise Scaglione Elia Credit Shelter Trust dated March 1, 2008 under the 2006 Elia Family Revocable Living Trust and the Rocco Elia Survivor's Trust under the 2006 Elia Family Revocable Living Trust, to the City of San Jose, a municipal corporation of the State of California, is hereby accepted by the undersigned officer of said City on behalf of the City of San Jose pursuant to authority conferred by the City Council on December 15, 2020 in approving that certain Donation Agreement (shown as Item 2.13 on the December 15, 2020 City Council Agenda). The Grantee consents to recordation thereof by its duly authorized officer.

CITY OF SAN JOSE,  
a municipal corporation of the State of California

By:   
Name: Leland Wilcox  
Title: Chief of Staff, Office of the City Manager

Date: 12/17/20

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

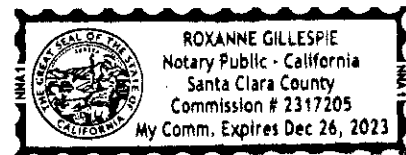
On December 17, 2020 before me, Roxanne Gillespie, Notary  
(insert name and title of the officer)

personally appeared Leland Wilcox  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Roxanne Gillespie (Seal)



**Exhibit A to Quitclaim Deed**  
**LEGAL DESCRIPTION**

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

TRACT ONE: (APN: 434-23-133)

PARCEL A:

**LOT 167**, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "COTTAGE GROVE TRACT" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 26, 1889, IN VOLUME "D" OF MAPS, AT PAGE 127.

**EXCEPTING THEREFROM** THE FOLLOWING DESCRIBED TWO PARCELS OF LAND CONVEYED BY SAID MICHELE SCAGLIONE AND ADELINE SCAGLIONE, HUSBAND AND WIFE, TO THE CITY OF SAN JOSE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, BY DEED DATED MAY 22, 1959, AND RECORDED MAY 28TH, 1959, IN BOOK 4432, AT PAGE 461 OFFICIAL RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, TO WIT:

*PARCEL ONE:*

A CONTINUOUS STRIP OF LAND, OF THE UNIFORM WIDTH OF 20 FEET, EXTENDING NORTHEASTERLY FROM THE SOUTHWESTERLY BOUNDARY LINE TO TERMINATION AT THE NORTHEASTERLY BOUNDARY LINE OF LOT 167 OF THE COTTAGE GROVE TRACT, HEREINAFTER REFERRED TO, THE NORTHWESTERLY LINE OF ALMA AVENUE (FORMERLY ALMADEN AVENUE) AS SAID ALMADEN AVENUE IS DELINEATED UPON THAT CERTAIN MAP OF THE COTTAGE GROVE TRACT, HEREINAFTER REFERRED TO, BEING A PORTION OF LOT 167 AS SAID LOT IS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "COTTAGE GROVE TRACT" RECORDED JUNE 26, 1889 IN BOOK D OF MAPS, AT PAGE 127, SANTA CLARA COUNTY RECORDS.

*PARCEL TWO:*

A TRIANGULAR PARCEL OF LAND BOUNDED AS FOLLOWS:

ON THE NORTHEAST BY THE NORTHEASTERLY LINE OF LOT 167; ON THE NORTHWEST BY THE LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF ALMA AVENUE (FORMERLY ALMADEN AVENUE) AS SAID LOT 167 AND ALMADEN AVENUE ARE SHOWN UPON THE COTTAGE GROVE TRACT HEREINAFTER REFERRED TO; AND ON THE SOUTH BY AN ARC OF A CIRCLE OF RADIUS 10.00 FEET CONCAVE TO THE SOUTH, SAID ARCH BEING TANGENT TO SAID NORTHEASTERLY LINE OF LOT 167 AND ALSO TANGENT TO SAID PARALLEL LINE, BEING A PORTION OF LOT 167, AS SAID LOT IS DELINEATED UPON THAT CERTAIN MAP ENTITLED,

Exhibit B

"COTTAGE GROVE TRACT" RECORDED JUNE 26, 1889 IN BOOK D OF MAPS, AT PAGE 127, SANTA CLARA COUNTY RECORDS.

PARCEL B:

**LOT 168** OF THE COTTAGE GROVE TRACT, ACCORDING TO A MAP OF SAID TRACT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, CALIFORNIA, IN MAP BOOK "D" AT PAGE 127.

PARCEL C:

**THE NORTHWESTERLY 17 FEET OF LOT 169** (FRONT AND REAR MEASUREMENTS) AS SHOWN ON THE MAP COTTAGE GROVE TRACT, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK D OF MAPS, AT PAGE 127.

**TRACT TWO: (APN 434-23-134)**

**LOTS ONE HUNDRED SIXTY-NINE (169) AND ONE HUNDRED SEVENTY (170)** IN COTTAGE GROVE TRACT, ACCORDING TO A MAP OF SAME OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK D OF MAPS, PAGE 127, RECORDS OF SAID COUNTY.

**EXCEPTING THEREFROM** THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED DECEMBER 1, 1959 IN BOOK 4622, PAGE 378, OF OFFICIAL RECORDS