

DOC# 2020-0310969



Jun 16, 2020 01:25 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$268.00 (SB2 Atkins: \$225.00)

PCOR: N/A

PAGES: 6

RECORDING REQUESTED BY:

Aaron Magagna

WHEN RECORDED RETURN TO:

Aaron Magagna

3639 Midway Drive, Suite B-132

San Diego, CA 92110

MAIL TAX STATEMENTS TO:

Same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN of Easement Property: 478-290-05-00

APN of Benefitted Property: 543-020-04-00

DOCUMENTARY TRANSFER TAX: 10

EXEMPTION (R&T CODE): \_\_\_\_\_

EXPLANATION: \_\_\_\_\_

**GRANT DEED OF PERPETUAL EASEMENT AND AGREEMENT**

This GRANT DEED OF PERPETUAL EASEMENT AND AGREEMENT (the "Grant") is made by and between 6302 FEDERAL LLC, a California limited liability company (the "Grantor"), and AARON JACOB MAGAGNA, an individual, (the "Grantee"), to be effective when signed by the parties, and as of the date of its recordation (the "Effective Date") in the Office of the San Diego County Recorder, as follows:

**RECITALS**

WHEREAS, Grantor holds fee title to that certain real property ("Grantor's Property") at 6302 Federal Boulevard, San Diego, CA 92114 (APN: 478-290-05-00);

WHEREAS, Grantee has expressed his desires to utilize a portion of Grantor's Property, as is more particularly described and shown in Exhibit A and Exhibit B hereto (the "Easement Area"), as a perpetual easement for the installation, maintenance, repair, and replacement of a four (4) inch private sewer lateral (the "Easement Use"); and

WHEREAS, Grantor has manifested its willingness to enter into an easement agreement for the use of the said Grantor's Property as such, subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of Easement; Grantee Rights.

- a. Grantor hereby grants and conveys a perpetual easement and right of way in, upon, over, and across Grantor's Property to Grantee for the purpose of the Easement Use, together with the right of ingress to and egress from the Easement Area by a practical route or routes in, upon, over, and across Grantor's Property.
- b. Grantee shall have the right of access to, from, and along the Easement Area as Grantee deems necessary to conduct and maintain the Easement Use.

- c. Grantee shall have the right to place and/or maintain equipment adjacent to the Easement Area as Grantee deems necessary to conduct and maintain the Easement Use.
  - d. Grantee shall have the right, but not the duty, to clear and keep the Easement Area free of explosives, buildings, structures, and materials. Said right shall not relieve Grantor of the duty as owner to prevent danger or hazard to property or persons.
  - e. Grantee shall have the right, but not the duty, to trim trees and remove brush along or adjacent to the Easement Area and remove roots from within this Easement Area whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to prevent danger or hazard to property or persons.
2. Maintenance. Grantor shall maintain Grantor's Property; Grantee shall not be responsible for any maintenance thereof. Grantee shall assume the sole responsibility for the installation, maintenance, repair, and replacement of the four (4) inch private sewer lateral.
  3. No Interference. Grantor expressly reserves for itself, its successors and its assigns, the right to use Grantor's Property, provided such use does not interfere with the rights granted to Grantee herein. Grantor shall not grant any other easement or license within the Easement area without Grantee's prior written consent.
  4. Accommodation. If the Easement Use is or becomes inconsistent or incompatible with any other interest in Grantor's Property, recorded or not, Grantor shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the other interest. In no event shall the Easement area be relocated without Grantee's written consent, which may be unreasonably withheld, in Grantee's sole discretion.
  5. Easement Area. Grantor hereby grants permission to Grantee, his employees, agents, representatives, affiliates, successors, and assigns to enter upon and occupy the Easement Area for the purpose of the Easement Use in accordance with the terms and conditions of this Grant.
  6. Notices. Each notice required or permitted to be given under this Grant shall be in writing and addressed to the recipient at the address stated below, and by any of the following means: (a) by deposit with the United States Postal Service and mailed postage-prepaid with a return receipt requested; (b) by personal service; or (c) by a nationally recognized overnight courier. Delivery by any other means shall be effective only upon actual receipt.

GRANTOR: 6302 Federal LLC  
Attn: Edward Starr Skinner  
216 Cerro Street  
Encinitas, CA 92024

GRANTEE: Aaron Magagna  
3639 Midway Drive, Suite B-132  
San Diego, CA 92110



7. Successors and Assigns. The Easement shall run with the land and this Grant shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
8. Prevailing Party. In the event of any controversy, claim, or dispute relating to the Easement or this Grant, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs.
9. Counterparts. This Grant may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. Severability. If any term, covenant, condition, or provision of this Grant is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
11. Entire Grant. This Grant contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Grant shall be valid, unless in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the undersigned have signed and delivered this Grant to be effective as of the Effective Date.

Date: 5/27/2020

Edward Starr Skinner

Edward Starr Skinner, Manager of  
6302 Federal LLC, a California limited liability  
company

Date: 5/27/2020

Aaron Jacob Magagna

Aaron Jacob Magagna, an individual

Note. For Notary, See Attached CA All

Purpose Ack. For AARON J. MAGAGNA AND EDWARD S. SKINNER

EXHIBIT "A"

Legal Description and Plat of Sewer Easement Area

A PERPETUAL EASEMENT FOR INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF A 4" PRIVATE SEWER LATERAL ON, OVER, UNDER, THROUGH, AND ACROSS A PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, ACCORDING TO PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO, ET AL VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL" IN SUPERIOR COURT CASE NO. 348, IN THE COUNTY OF SAN DIEGO, AND THAT PORTION OF BLOCK 25 IN TRACT 2 OF ENCANTO HEIGHTS, ACCORDING TO MAP THEREOF NO. 1100, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 5, 1907, AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOW ABANDONED, AND DESIGNATED THEREON AS LOT 26, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

POINT OF BEGINNING IS THE SOUTHEASTERLY CORNER OF LOT 24 PER MAP NO. 2121 FILED JULY 20TH, 1928, AS DESCRIBED IN THAT DEED RECORDED JANUARY 23RD, 2020 AS DOCUMENT NUMBER 2020-0035282 OF ORIGINAL RECORDS, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, AND THE STATE OF CALIFORNIA, BEING A POINT ON NORTHERLY RIGHT OF WAY OF FEDERAL BOULEVARD (DEDICATED AS LEMON GROVE BOULEVARD PER MAP 2121); THENCE LEAVING SAID RIGHT OF WAY, NORTH  $31^{\circ}17'00''$  WEST 94.74 FEET; THENCE SOUTH  $89^{\circ}03'30''$  WEST 3.18 FEET ALONG THE NORTHERLY LINE OF SAID LOT 24 TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH  $62^{\circ}33'00''$  WEST 42.93 FEET; THENCE SOUTH  $24^{\circ}56'32''$  EAST 1.19 FEET; THENCE SOUTH  $65^{\circ}03'28''$  WEST 5.40 FEET; THENCE SOUTH  $62^{\circ}33'00''$  EAST 36.03 FEET; THENCE NORTH  $89^{\circ}03'30''$  EAST 10.52 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 194.21 SQUARE FEET OR 0.005 ACRES OR LESS.

ATTACHED HERETO IS DRAWING LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

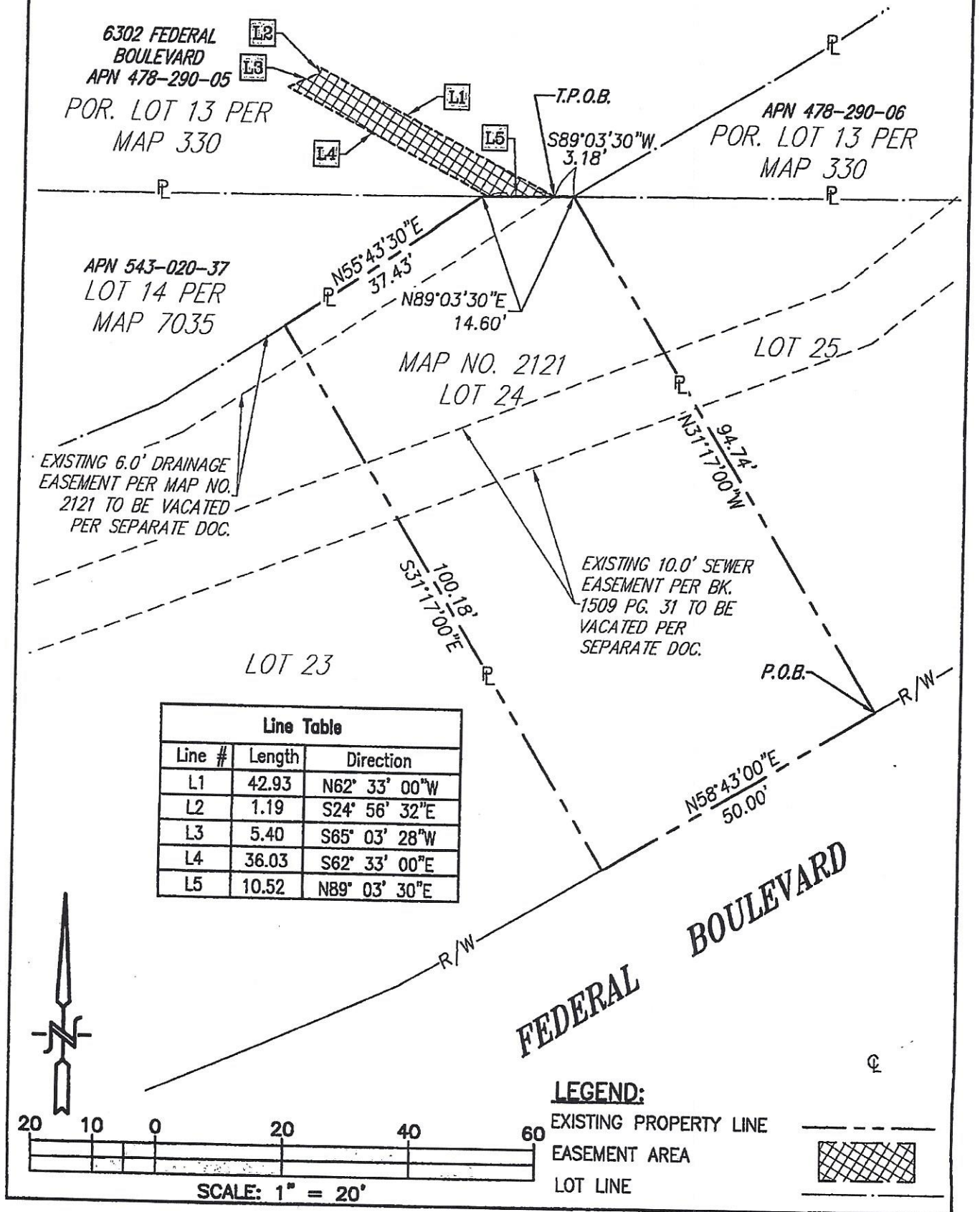
PREPARED BY

  
NICHOLAS A. ROSSI, L.S. 9149

4-24-2020  
DATE



# EXHIBIT B





### 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 San Diego

On May 27, 2020, before me, MEHUL V. RAWAL (Notary Public) personally appeared AARON J. MAGAGNA AND EDWARD S. SKINNER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Quitclaim Deed 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 MEHUL V. RAWAL (Seal)

