

DOC# 2021-0213532



RECORDING REQUESTED BY:

Aaron Magagna
FTRUCK2, LLC

WHEN RECORDED RETURN TO:

FTRUCK2, LLC
Attn: Aaron Magagna
3639 Midway Drive, Suite B-132
San Diego, CA 92110

MAIL TAX STATEMENTS TO:

Same as above

Mar 18, 2021 04:29 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$163.40 (SB2 Atkins: \$0.00)

PCOR: N/A

PAGES: 8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN of Grantor's Property: 543-020-05-00

APN of Grantee's Property: 543-020-04-00

DOCUMENTARY TRANSFER TAX: \$114.40

EXEMPTION (R&T CODE): None

EXPLANATION: None

This document filed for record by
Orange Coast Title of Southern California
as an accommodation only, it has not been
examined as to its execution or
as to its affects upon title.

GRANT OF EASEMENT AND AGREEMENT

This GRANT OF EASEMENT AND AGREEMENT (the "Grant") is made by and between John David Ek and Kristina Ek, Trustees of the Ek Family Trust (the "Grantor"), and FTRUCK2, LLC, a California limited liability company (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 6230 Federal Blvd., San Diego, CA 92114 (APN: 543-020-05-00);

WHEREAS, Grantee holds fee title to that certain real property ("Grantee's Property") at 6220 Federal Blvd., San Diego, CA 92114 (APN: 543-020-04-00);

WHEREAS, Grantee has expressed its desire 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 and non-exclusive easement for driveway and parking purposes, including the construction, installation, use, operation, repair, replacement, maintenance, and improvement of such driveway and parking spaces (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 and non-exclusive easement and right of way in, upon, over, and across Grantor's Property to Grantee for the purpose of the Easement Use.
- 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, 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. Grantee shall assume the sole responsibility for the construction, installation, use, operation, repair, replacement, maintenance, and improvement of the driveway and parking spaces of the Easement Area.

3. No Interference.

- a. Grantor expressly reserves for itself, its successors and its assigns, the right to use Grantor's Property, including the Easement Area, provided such use does not interfere with the rights granted to Grantee herein. Use of the Easement Area by Grantor is expected to occur approximately seven (7) days per calendar year.
- b. Grantor shall not grant any other easement or license within the Easement Area without Grantee's prior written consent.
- c. This Grant expressly allows for the filing and obtaining of any permits, licenses, or any other authorizations from the City of San Diego as is necessary to facilitate the Easement Use.

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 action 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, its employees, agents, representatives, guests, invitees, 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: John David Ek and Kristina Ek
Trustees of the Ek Family Trust
1476 Charleston Lane
Encinitas, CA 92024

GRANTEE: FTRUCK2, LLC
Attn: 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.

This document is being executed
and recorded in counterparts

Date: _____

John David Ek
Trustee of Ek Family Trust (Grantor)

Date: 3/16/2021

Aaron Jacob Magagna, Managing Member
FTRUCK2, LLC (Grantee)

**SEE ATTACHMENT
FOR NOTARIZATION**

3.16.2021

GRANTOR: John David Ek and Kristina Ek
Trustees of the Ek Family Trust
1476 Charleston Lane
Encinitas, CA 92024

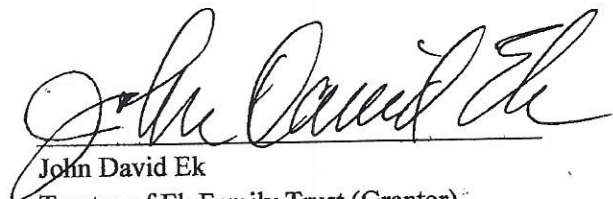
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Aaron Jacob Magagna, Managing Member
FTRUCK2, LLC (Grantee)

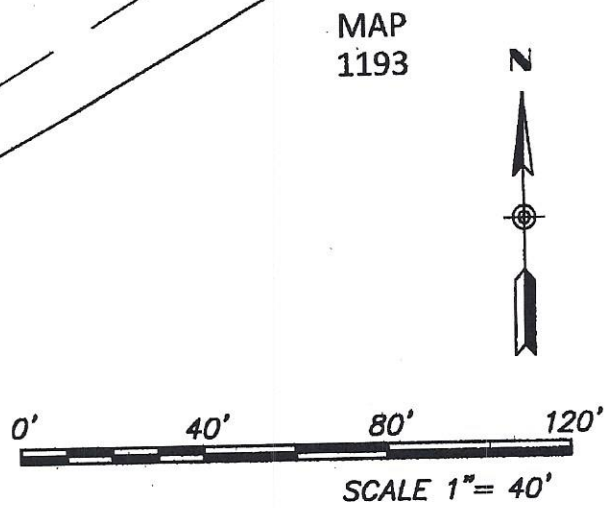
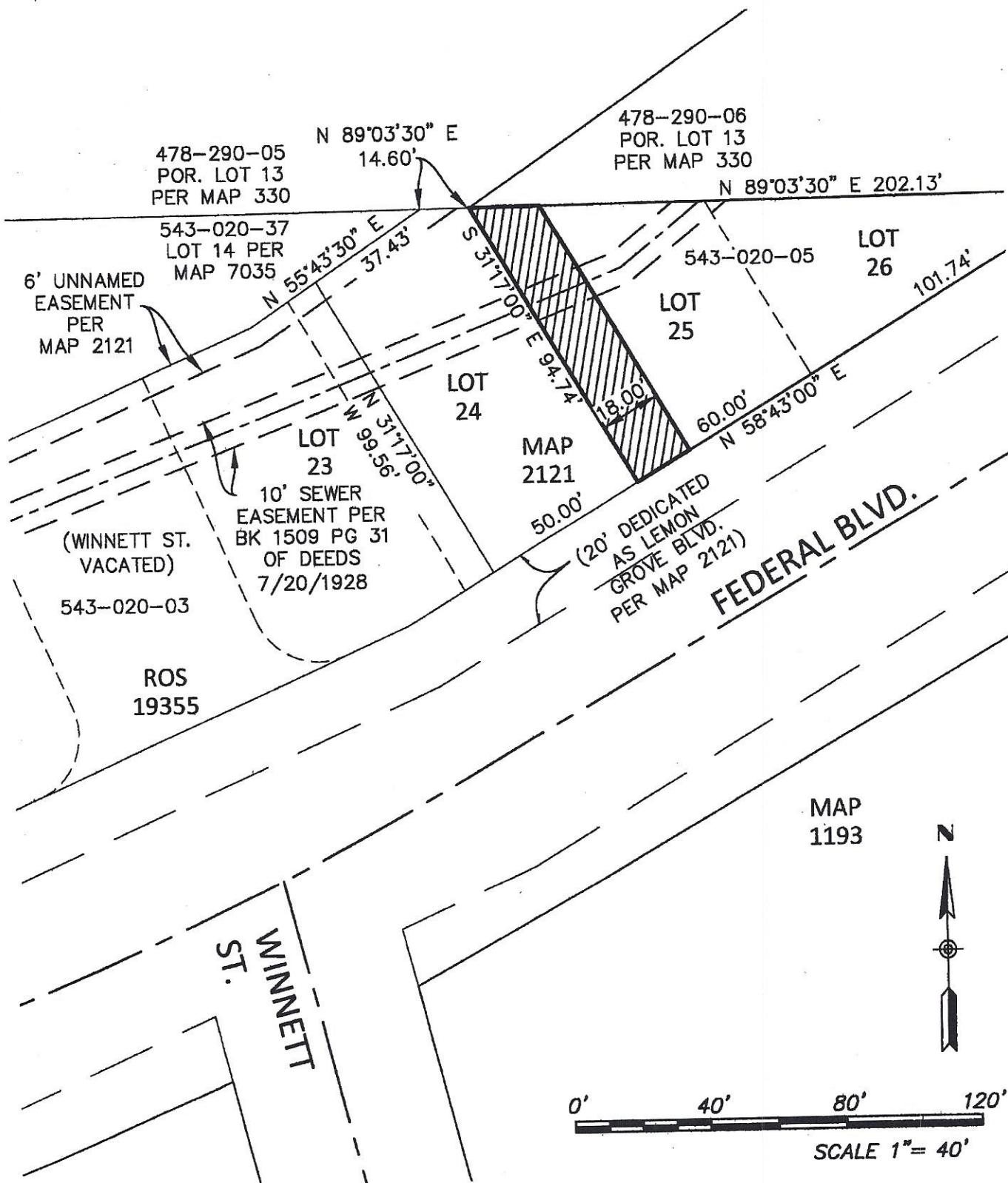
EXHIBIT A

APN 543-020-05

A portion of Block 25, Tract No. 2, Encanto Heights, in the City of San Diego, County of San Diego, State of California, per Map 1100, filed in the office of the County Recorder of San Diego County, December 5, 1907 as shown on Map 2121 of Jofaina Vista, filed in the office of the County Recorder of San Diego County, July 20, 1928, described therein as Lots 25 and 26.

PARKING EASEMENT

Being the southwest 18 feet of said Lot 25.



CALIFORNIA ALL-PURPOSE 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 March 16th 2021 before me, Ash Nickle, Notary Public

Here Insert Name and Title of the Officer

personally appeared John David Ek

Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

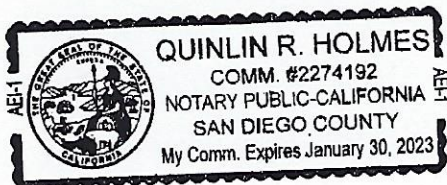
On 3.16.2021 before me, Quinlin R. Holmes, Notary Public

Date Here Insert Name and Title of the Officer
personally appeared Aaron Jacob MAGAGNA
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: 3.16.2021

Number of Pages: 5 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: As Above

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: MANAGING MEMBER

Signer Is Representing: N/A

Signer's Name: N/A

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____