

GF# MSMISC
 Stewart Title of Corpus Christi, Inc.

6

BEACH ACCESS EASEMENT

DATE: August, 13, 2007

GRANTOR: FACEY ENTERPRISES, N.V., LTD.

GRANTOR'S ADDRESS: 1770 Homet
 San Marino, Ca. 91108

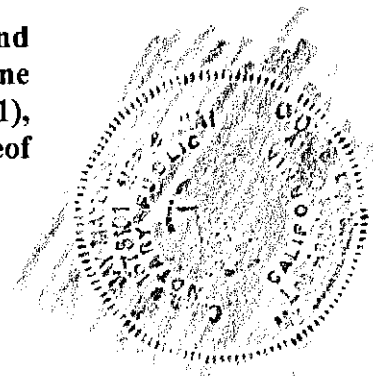
GRANTEE: UNIT 1-A OF LA CONCHA OWNERS ASSOCIATION,
 a Texas Non-profit Corporation; and
 UNIT 3 OF LA CONCHA OWNERS ASSOCIATION, a
 Texas Non-profit Corporation

GRANTEE'S ADDRESS: 1770 Homet
 San Marino, Ca. 91108

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and
 valuable consideration (cash).

EASEMENT PROPERTY:

- Tract A** **The Fifty foot (50') wide Beach Access Easement extending from the Ten foot (10') wide Private Access easement over and across portions of Lots Forty-nine (49) and Fifty (50), Block One (1), LA CONCHA ESTATES UNIT 2, to the Eastern border of the said Lot Eighty-eight (88), Block One (1), LA CONCHA ESTATES UNIT 2, all according to the plat recorded in Volume 64, Page 53 & 54, Map Records of Nueces County, Texas.**
- Tract B** **The Fifty foot (50') wide Beach Access Easement extending from the Ten foot (10') wide Private Access easement over and across portions of Lots Seventy-four (74), Block One (1), and Seventy-five (75), Block One (1), LA CONCHA ESTATES UNIT 2, to the Eastern border of the said Lot Eighty-eight (88), Block One (1), LA CONCHA ESTATES UNIT 2, all according to the plat recorded in Volume 64, Pages 53 & 54, Map Records of Nueces County, Texas.**
- Tract C** **The Ten foot (10') wide Private Access easement over and across the South five feet (5') of lot Forty-nine (49), Block One (1) and the North five feet (5') of lot Fifty (50), Block One (1), LA CONCHA ESTATES UNIT 2, according to the plat thereof**



recorded in Volume 64, Pages 53 & 54, Map Records of Nueces County, Texas; said ten foot (10') Private Access having been reserved unto Grantor as shown on the plat of LA CONCHA ESTATES UNIT 2.

Tract D The Ten foot (10') wide Private Access easement over and across the South five feet (5') of lot Seventy-four (74), Block One (1), and the North five feet (5') of lot Seventy-five (75), Block One (1), LA CONCHA ESTATES UNIT 2, according to the plat thereof recorded in Volume 64, Pages 53 & 54, Map Records of Nueces County, Texas; said ten foot (10') Private Access having been reserved unto Grantor as shown on the plat of LA CONCHA ESTATES UNIT 2.

DOMINANT ESTATE PROPERTY:

Tract A Lots One-A (1-A) through One-V (1-V), Block Two (2) LA CONCHA ESTATES (commonly referred to as "La Concha Estates Unit 1-A"), a subdivision in the City of Corpus Christi, Nueces County, Texas according to the plat recorded in Volume 66, Pages 82-83 of the Map Records of Nueces County, Texas.

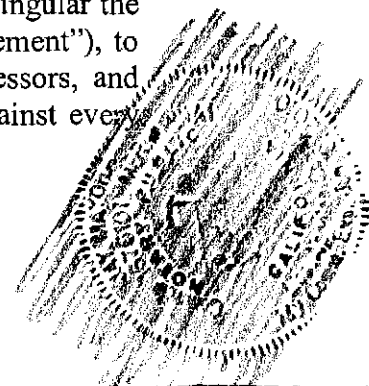
Tract B Lots One (1) through Ten (10), Block Four (4), LA CONCHA ESTATES UNIT 3, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the plat recorded in Volume 65, Page 125 of the Map Records of Nueces County, Texas.

EXCEPTIONS TO WARRANTY:

Easements, rights-of-way, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Easement Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and encroachments or overlapping of improvements; zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the Easement Property.

GRANT OF EASEMENT:

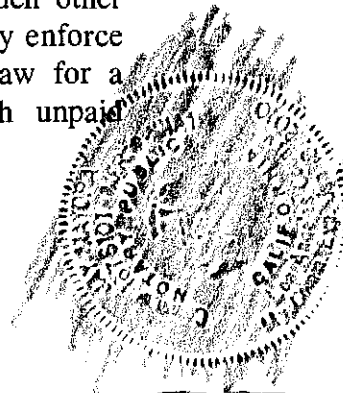
Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee against every



person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this document:

1. Easement Purpose: Use of the existing sidewalks and boardwalks for pedestrian ingress and egress to and from the Dominant Estate Property and the Gulf of Mexico and its beach.
2. Character of Easement: The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of the Unit 1-A of La Concha Owners Association and the Unit 3 of La Concha Owners Association (sometimes jointly referred to herein as the "Associations"). The easement and may be used by any member of the Associations (as applicable, a "Member"), including, without limitation, lot owners, townhome owners, and unit owners of condominiums (and any such Member's tenants, licensees and invitees), provided such Member is not in default with the terms and conditions of the dedicatory instruments establishing the Associations or their bylaws, rules, or regulations. The Associations may restrict or prohibit the use of the Easement by any Member of their respective association determined to be in default according to the terms and conditions of their dedicatory instrument(s), bylaws, rules and regulations.
3. Duration of Easement: The easements granted in this document are perpetual.
4. Reservation of Rights: The easements granted in this document are nonexclusive.
5. Maintenance of Easement: The La Concha Estates Owners' Association, Inc. (LCEOA) has the primary duty to maintenance the existing sidewalks and boardwalks within the Easement Property, however, each Grantee shall reimburse the LCEOA 10% of the cost of such maintenance. The Reimbursement will be made on an annual basis and shall be due and payable within 30 days of Grantee's receipt of notice of reimbursement from the LCEOA, but such reimbursement may be due and payable in monthly installments, in advance, on the first day of each month, or at such other times as the LCEOA and the Grantees may agree. The LCEOA may enforce collection of any delinquent reimbursement payment by suit at law for a money judgment, and the expenses incurred in collecting such unpaid



SEE ATTACHEMENT

Notary Public

PREPARED IN THE LAW OFFICE
OF:

Michael J. Shelly, P.C.
Attorney at Law
5102 Holly Rd., Suite A
Corpus Christi, Texas 78411

AFTER RECORDING RETURN TO:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On Aug 13, 2007 before me, Jay Mayoral Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Wellington Kam Kong Chan only
Name(s) of Signer(s)

- personally known to me
- (or 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Jay Mayoral
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: _____

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: _____



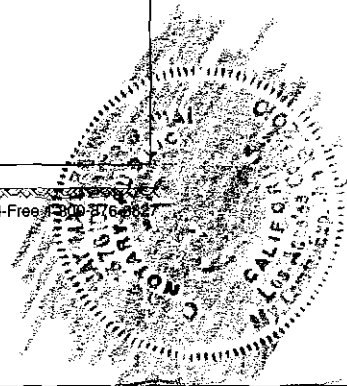
Signer Is Representing: _____

Signer's Name: _____

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




Signer Is Representing: _____



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Pages 7
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e-Filed & e-Recorded in the
Official Public Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees 35.00

Any provision herein which restricts the Sale, Rental or use
of the described REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status, or National Origin
is invalid and unenforceable under FEDERAL LAW, 3/12/89

STATE OF TEXAS
COUNTY OF NUECES
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND
AT THE TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS

 *Diana T. Barrera*
COUNTY CLERK
NUECES COUNTY TEXAS