

ORIGINAL

Doc# 2008000321

6

**WARRANTY DEED**

DATE: 27 December, 2007

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

GRANTOR'S ADDRESS: c/o Facey Enterprises  
1770 Homet  
San Marino, Ca. 91108

GRANTEE: **LA CONCHA ESTATES OWNERS' ASSOCIATION, INC.**

GRANTEE'S ADDRESS: c/o Arthur Zeitler  
880 North Shoreline Boulevard  
Suite 1050, South Tower  
Corpus Christi, Tx 78401

CONSIDERATION: Covenant by the Grantee to maintain the Property as Common Area for the benefit of the Owners of Lots within La Concha Estates I and La Concha Estates II in accordance with the below described La Concha Restrictions

PROPERTY:

- Tract 1. **Lots Thirty-seven (37) and Thirty-eight (38), Block One (1), LA CONCHA ESTATES, a subdivision of the City of Corpus Christi, Nueces County, Texas, according to the plat recorded in Vol. 61, Page 197, Map Records of Nueces County, Texas.**
  
- Tract 2. **That portion of the Lot Forty (40), Block One (1) LA CONCHA ESTATES which is shown on the plat recorded in Volume 61, Page 197, Map Records of Nueces County, Texas, as the 50' Beach Private Access Easement extending from Lot Thirty-seven (37) Block One (1), LA CONCHA ESTATES, to the Eastern border of the said Lot Forty (40), Block One (1), LA CONCHA ESTATES, according to the plat recorded in Vol. 61, Page 197, Map Records of Nueces County, Texas.**

RESERVATION FROM CONVEYANCE:

EASEMENT:

For Grantor and Grantor's assigns (more specifically the "Owners of the Dominant Estate Property") forever, a reservation of the free, uninterrupted, and perpetual use of, and a separate right to maintain, a nonexclusive permanent walkway easement over and across all of the following tract (the "Easement Property") to the extent the property described on Exhibit A is part of the Property:

See the Attached Exhibit "A" which is made a part hereof for all purposes.

Dominant Estate Property:

**Lots 1-A thru 1-V, La Concha Estates Block 2, an addition to the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat recorded in Volume --. page --- of the Map Records, Nueces County, Texas; and**

**Lot Eleven (11), Block Four (4), Concha Estates Unit 3, a subdivision in the City of Corpus Christi, Nueces County, Texas according to plat recorded in Volume 65, Page 125 of the Map Records of Nueces County, Texas.**

1. *Easement Purpose.* To provide free and uninterrupted pedestrian ingress and egress to and from the Dominant Estate Property and the Gulf of Mexico and its beach as described in Article X of the Declaration of Covenants and Restrictions of La Concha Estates recorded under Clerks File No. 2002019773 of the Official Real Property Records of Nueces County, Texas (the "La Concha Restrictions").
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 any party who owns any interest in the Dominant Estate Property (as applicable, the "Holder"), including, without limitation, lot owners, townhome owners, and/or unit owners of condominiums and the applicable condominium association (and any such Holder's tenants, licensees and invitees), provided such Holder is not in default with the terms and conditions of any dedicatory instrument establishing a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development affecting the Dominant Estate Property. The governing body of any such residential subdivision, planned unit development, condominium or townhouse regime may restrict or prohibit the use of the Easement by any Holder determined to be in default according to the terms and conditions of their dedicatory instrument(s) and/or bylaws.
3. *Secondary Easement.* In addition to the Easement reserved above, Grantee (and any entity representing interests in the Dominant Estate Property that has responsibilities for maintenance of the Easement Property) shall have the right (the "Secondary Easement") to use ten feet (10') of the surface of the Easement Property on either side of the Primary Easement (the "Adjacent Property") to repair and maintain the facilities within the Primary Easement that are reasonably suited for the Easement Purpose. Any such applicable party agrees to promptly restore the Adjacent Property to its previous physical condition, to the extent

practical, if changed by use of the rights granted by this Secondary Easement.

4. *Duration of Easement.* The Easement is perpetual.
5. *Reservation of Rights.* The Easement is nonexclusive. Grantee reserves for Grantee and Grantee's heirs, successors, and assigns the right to convey easement rights to others.
6. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be in accordance with the terms and conditions as set forth in that certain Beach Access Easement recorded as Document 2006060768 of the Official Records of Nueces County, Texas and the obligations of Grantor to construct a pedestrian walkway within the Easement as contemplated by the La Concha Restrictions.
7. *Use of Easement by Grantee.* Grantee and its members in compliance with the La Concha Restrictions shall have the non-exclusive right to use the Easement for access to the Gulf of Mexico and its beach provided such use does not unreasonably interfere with or interrupt the use the Easement by the Owners of the Dominant Estate Properties.
8. *Legal Construction.* If any provision in this easement reservation is for any reason unenforceable, to the extent the un-enforceability does not destroy the basis of the reservation, the un-enforceability will not affect any other provision hereof, and this reservation will be construed as if the unenforceable provision had never been a part of the reservation. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This reservation will not be construed more or less favorably between the parties by reason of authorship or origin of language.

#### EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral reservations, and other instruments, other than liens and conveyances, that affect the 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; taxes for the current year, the payment of which Grantee assumes, zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds

Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

**FACEY ENTERPRISES, N.V., LTD., a Delaware Corporation**

By: *Wellington Chan*  
Wellington Chan, Vice President

THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BEFORE ME, \_\_\_\_\_, on this day personally appeared Wellington Chan, Vice President of FACEY ENTERPRISES, N.V., LTD, a Delaware corporation, on behalf of said corporation, known to be [or proved to me on the oath of \_\_\_\_\_, or through \_\_\_\_\_ (description of identity card or other documentation)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

*See attached*

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:

J  
*Law Office of  
Michael J. Shelly  
5102 Holly Rd  
Ste A  
Corpus Christi, TX  
78411*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

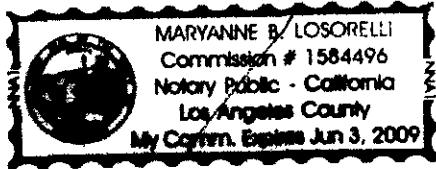
County of Los Angeles

On December 27, 2007 before me, Maryanne B. Losorelli, Notary Public

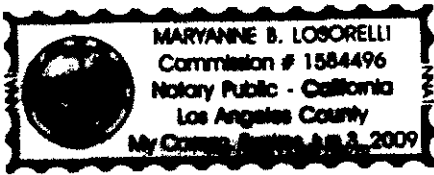
personally appeared Wellington Chan

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.



WITNESS my hand and official seal.

Maryanne B. Losorelli  
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**

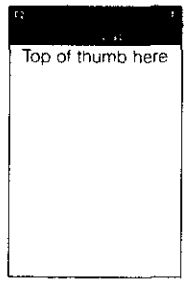
Title or Type of Document: Warranty Deed

Document Date: 12-27-07 Number of Pages: 4

Signer(s) Other Than Named Above: [Signature]

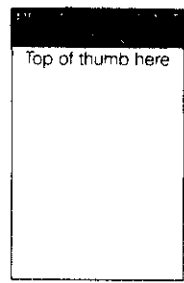
**Capacity(ies) Claimed by Signer(s)**

- 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: \_\_\_\_\_

ORIGINAL

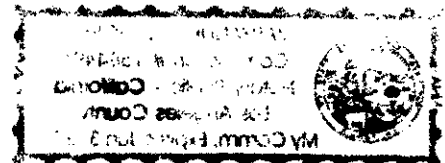
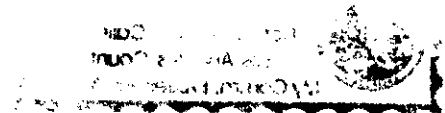
STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED  
in file number sequence on the date and at the  
time stamped herein by me, and was duly RECORDED  
in the Official Public Records of  
Nueces County, Texas



*Diana T. Barrera*

DIANA T. BARRERA  
NUECES COUNTY, TEXAS



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.

Doc# 2008000321  
# Pages 6  
01/04/2008 1:06PM  
Official Records of  
NUECES COUNTY  
DIANA T. BARRERA  
COUNTY CLERK  
Fees \$35.00