

ORIGINAL BEACH ACCESS EASEMENT

DATE: December 27, 2007

GRANTOR: LA CONCHA ESTATES OWNERS' ASSOCIATION, INC.

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

GRANTEE: FACEY ENTERPRISES, N.V., LTD., and THE VILLAS AT MUSTANG ISLAND, LLP

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:

That portion of a 7' wide permanent walkway easement described on the attached Exhibit "A" which is made a part hereof for all purposes that lies withing 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.

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 recroded 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.

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.

Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities:

- a. To tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
- b. To the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

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.* To provide free and uninterrupted pedestrian ingress and egress to and from the Dominant Estate Property, and portions thereof, to and from Beach and Gulf of Mexico 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.
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 in 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 granted 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 to use ten feet (10') of the surface of the Grantor's Property on either side of the Easement Property (the "Adjacent Property") to repair and maintain the facilities within the Easement that are reasonably suited for the Easement Purpose (the "Secondary Easement"). Grantee 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. Grantor reserves for Grantor and Grantor'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 same 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 Facey Enterprises, N.V., Ltd. to construct a pedestrian walkway within the Easement as recited 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").
7. *Use Easement by Grantor:* Grantor and its members who are 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.

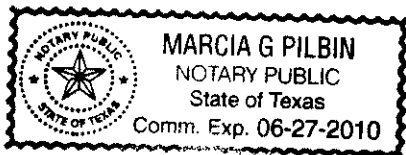
LA CONCHA ESTATES OWNERS'
ASSOCIATION, INC.

By: _____

THE STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared Dale Demos , President of the La Concha Estates Owners's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of La Concha Estates Owners' Association, Inc. for the purposes and consideration therein expressed, and in the capacity herein stated.

Marcia G. Pilbin
NOTARY PUBLIC, STATE OF TEXAS



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:

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

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, R
ental or use
of the described REAL PROPERTY because of Race,
Color,
Religion, Sex, Handicap, Familial Status, or Nat
ional Origin
is invalid and unenforceable under FEDERAL LAW,
3/12/89.

Doc# 2008000322
Pages 5
01/04/2008 1:06PM
Official Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$31.00