Easement Agreement for Access

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:	, 2017				
Grantor: Biodec, LLC, a California limited liability company					
Grantor's Mailing Ad	ress: 901 S. MoPac Expressway, Barton Oaks Plaza 1, Suite 160 Austin, Texas 78746	,			
Grantee: Bee Caves – 71A, LLC, a Texas limited liability company					
Grantee's Mailing Ad	11750 Research Blvd., Austin, Texas 78759				
Dominant Estate Prop	rty: See <u>Exhibit "A"</u> attached hereto and made a part hereof for pertinent purposes.	all			
Easement Property:	All drive aisles which are located on the following described real p from time to time:	roperty			
	Lots 1A, 1B, and 1C, Block A, FINAL PLAT OF LOT 1A, 1B, AND 1C, BLOCK A OF FALCONHEAD WEST, PHASE 1, SECTION 2 & PHASE 2, a Subdivision in the City of Bee Cave, Travis County, Texas, according to the map/plat thereof recorded as Document No. of the Official Public Records of Travis County, Texas (the "Grantor Property"),				
	and which are intended to be used for vehicular ingress and egress from the Grantor Property to and from Vail Divide Boulevard and Highway 71, excluding all vehicular parking lots located on the Gr Property from time to time.	State			
Easement Purpose:	For providing free and uninterrupted vehicular ingress to and egress from the Dominant Estate Property, to and from Vail Divide Boulevard and State Highway 71.				
Consideration:	ood and valuable consideration, the receipt and sufficiency of which are ereby acknowledged by Grantor.				

Reservations from Conveyance: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Easement**"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever.

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

1. *Character of Easement.* The Easement is appurtenant to and runs with 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 Grantee and Grantee's successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "**Holder**").

2. Duration of Easement. The duration of the Easement is for so long as no portion of the Dominant Estate Property is used as an automobile (including without limitations, cars, trucks and SUVs) showroom or dealership, whether new, used or otherwise. The Easement shall automatically terminate and be of no further force or effect, without the necessity of any further act on the part of Grantor, at such time as any portion of the Dominant Estate Property is used as an automobile (including without limitations, cars, trucks and SUVs) showroom or dealership, whether new, used or otherwise. If the Easement is so terminated, Grantor shall have the right to, but shall have no obligation to, record a notice of termination of the Easement in the Official Public Records of Travis County, Texas.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not materially interfere with or materially interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder.

4. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

7. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

10. *Entire Agreement*. This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, the Grantor Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

11. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. 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 agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

12. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

14. *Time*. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR:

BIODEC, LLC,

a California limited liability company

- By: Biodec Manager, L.P., a California limited partnership Manager
 - By: The Kelly Capital Group, Inc., a California corporation General Partner

By:

Kenneth R. Satterlee President

GRANTEE:

BEE CAVES - 71A, LLC,

a Texas limited liability company

By: ______ Rox B. Covert Member and Manager

By: _____ Duke M. Covert Member and Manager

By: _____ Danay C. Covert Member and Manager

THE STATE OF TEXAS§SSCOUNTY OF TRAVIS§

This instrument was acknowledged before me on ______, 2017 by Kenneth R. Satterlee, in his capacity as President of and on behalf of The Kelly Capital Group, Inc., a California corporation, said corporation acting in its capacity as General Partner of and on behalf of Biodec Manager, L.P., a California limited partnership, said limited partnership acting in its capacity as Manager of and on behalf of Biodec, LLC, a California limited liability company.

Notary Public – State of Texas My commission expires:

THE STATE OF TEXAS § COUNTY OF TRAVIS §

This instrument was acknowledged before me on ______, 2017 by Rox B. Covert, in his/her capacity as a Member and Manager of and on behalf of Bee Caves – 71A, LLC, a Texas limited liability company.

Notary Public – State of Texas My commission expires:

THE STATE OF TEXAS § COUNTY OF TRAVIS §

This instrument was acknowledged before me on ______, 2017 by Duke M. Covert, in his/her capacity as a Member and Manager of and on behalf of Bee Caves – 71A, LLC, a Texas limited liability company.

Notary Public – State of Texas My commission expires:

THE STATE OF TEXAS§§§COUNTY OF TRAVIS§

This instrument was acknowledged before me on ______, 2017 by Danay C. Covert, in his/her capacity as a Member and Manager of and on behalf of Bee Caves – 71A, LLC, a Texas limited liability company.

Notary Public – State of Texas My commission expires:

AFTER RECORDING RETURN TO:

HOLT CARSON INCORPORATED 1904 FORTVIEW ROAD AUSTIN, TX 78704 TELEPHONE: (512) 442-0990 FACSIMILE: (512) 442-1084

October 24, 2012

FIELD NOTE DESCRIPTION OF 22,997 AGRES OF LAND DUT OF THE JOSEPH REYNOLDS SURVEY NO. 44, AESTRACT NO. 564, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (23,000 AGRE) TRACT OF LAND AS CONVEYED TO INTERNATIONAL FAM ASSOCIATES, LC, BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2007196134 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" from rod found with a plastic cap Imprinted "R.J., Surveying" In the North right-of-way line of State Highway 71 at the Southeast commer of that certain (23.000 acre) tract of lend as conveyed to International Ram Associates, LC by Warranty Dead recorded in Document No. 2007 196134 of the Official Public Records of Travis County, Texas, same being the Southwest corner of Lot 1, Block A, Summit 66, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 20100095 of the Official Public Records of Travis County, Texas and for the Southeast corner and PLACE OF BEGINNING of the herein described fract, and from which a condrets highway monument found in the North right-of-way line of State Highway No. 71 bears S 84 deg. 33'41" E 572.86 ft.

THENCE with the North right-of-way line of State Highway No. 71 and with the South line of said (23,000 acre) tract, N 84 deg. 34'00" W 1000.00 ft. to a 1/2" iron red set with a plastic cap imprinted "Hoit Carson, Inc." for the Southwest corner of said (23,000 acre) fract and for the Southwast corner of this tract;

THENCE locking the North right-of-way line of State Highway No. 71 and with the West-line of sold (29,000 acre) tract, N 28 dag. 19722" IS 1315.08 ft. to a 1/2" from rod set with a plactic cap imprinted "Holt Carson, inc." for the Northwest corner of seld (23,000 acre) tract, same being the Northwest corner of this tract;

THENCE with the North line of shid (23.000 acre) treof, the following three (3) courses:

1.) S 32 deg. 49'49" E 114.47 ft, to a 1/2" fron rod set with a plasfic cap incellated "Holt Garson, Inc.".

2.) S 84 deg. 52'00" E 414.34 ft to a 6" oedar fence post found;

3.) 9 76 dog. 03'13" E 127.80 ft. to a 1/2" from rod found with a plastic cap impdnited "R.L. Surveying" at the Northeast corner of said (23,000 sere) tract, same being the Northwest corner of Lot 2, Block A, of said Summit 56:

THENCE with the East line of said (23.000 acre) that and the West line of said Block A, Summit 58, 9 13 deg. 23'47" W 1202.90 ft, to the PLACE OP BEGINNING and containing 22.907 acres of land.

SURVEYED: October 23rd, 2012.

Holt Carson Registered Professional Land Surveyor No. 5168 Reference Map A 895050 Legal Description Travis County, Texas

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.507 ACRES (22,091 SQUARE FEET) AND BEING A PORTION OF LOT 1, BLOCK A, FALCONHEAD WEST PHASE 1, SECTION 2 & PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AS DOCUMENT NO. 200800106 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 0.507 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with "Capital" cap found at the southwesterly end of a 250.00 foot radius curve concave southeasterly on the common line of said Lot 1 and of the southeasterly right-of-way line of Vail Divide (100' wide right-of-way), for the **POINT OF BEGINNING** hereof;

THENCE, northeasterly along the common line of said Lot 1 and of the southeasterly right-of-way line of Vail Divide and along the arc of said 250.00 foot radius curve a distance of 59.95 feet through a central angle of 13°44'18", and a chord bearing N63°07'41"E and distance of 59.80 feet to a calculated point, said point being the beginning of a 25.10 foot radius curve concave easterly;

THENCE, over and across said Lot 1 the following thirteen (13) courses and distances:

- Southerly along the arc of said 25.10 foot radius curve a distance of 24.35 feet through a central angle of 55°34'55", and a chord bearing S06°34'04"W and distance of 23.40 feet to a calculated point;
- 2. S23°49'21"E, a distance of 19.89 feet to a calculated point at the beginning of a 83.00 foot radius curve concave westerly;
- 3. Southerly along the arc of said 83.00 foot radius curve a distance of 56.43 feet through a central angle of 38°57'14", and a chord bearing S04°20'44"E and distance of 55.35 feet to a calculated point at the beginning of a 34.50 foot radius curve concave easterly;
- 4. Southerly along the arc of said 34.50 foot radius curve a distance of 21.30 feet through a central angle of 35°22'43", and a chord bearing S02°33'39"E and distance of 20.97 feet to a calculated point at the beginning of a 92.50 foot radius curve concave northeasterly;
- Southeasterly along the arc of said 92.50 foot radius curve a distance of 16.61 feet through a central angle of 10°17'29", and a chord bearing S25°23'35"E and distance of 16.59 feet to a calculated point;
- 6. S30°32'19"E, a distance of 49.60 feet to a calculated point at the beginning of a 25.00 foot radius curve concave northerly;

- Southeasterly and easterly along the arc of said 25.00 foot radius curve a distance of 34.30 feet through a central angle of 78°36'14", and a chord bearing S69°50'26"E and distance of 31.67 feet to a calculated point;
- 8. N70°51'27"E, a distance of 184.58 feet to a calculated point at the beginning of a 50.50 foot radius curve concave southerly;
- Easterly along the arc of said 50.50 foot radius curve a distance of 43.54 feet through a central angle of 49°23'45", and a chord bearing S84°26'40"E and distance of 42.40 feet to a calculated point;
- 10. S59°44'47"E, a distance of 114.13 feet to a calculated point at the beginning of a 50.50 foot radius curve concave westerly;
- 11. Southeasterly and southerly along the arc of last said 50.50 foot radius curve a distance of 77.64 feet through a central angle of 88°05'30", and a chord bearing S15°42'03"E and distance of 70.22 feet to a calculated point;
- 12. S28°20'42"W, a distance of 34.45 feet to a calculated point at the beginning of a 19.50 foot radius curve concave northeasterly;
- Southerly and southeasterly along the arc of said 19.50 foot radius curve a distance of 35.69 feet through a central angle of 104°51'26", and a chord bearing S24°05'01"E and distance of 30.91 feet to a calculated point on the common line of said Lot 1 and of the 22.997 acre tract conveyed to Bee Caves-71A LLC per deed recorded as Document No. 2012184238, O.P.R.T.C.T.;

THENCE, along the common line of said Lot 1 and of said 22.997 acre tract, S28°20'42"W, a distance of 28.49 feet to a calculated point;

THENCE, over and across said Lot 1 the following four (4) courses and distances:

- 1. N84°47'00"W, a distance of 10.46 feet to a calculated point at the beginning of a 24.50 foot radius curve concave southeasterly;
- Westerly and southwesterly along the arc of said 24.50 foot radius curve a distance of 28.59 feet through a central angle of 66°52'18", and a chord bearing S61°46'51"W and distance of 27.00 feet to a calculated point;
- 3. S28°20'42"W, a distance of 6.29 feet to a calculated point at the beginning of a 34.50 foot radius curve concave easterly;
- Southerly along the arc of last said 34.50 foot radius curve a distance of 23.59 feet through a central angle of 39°10'46", and a chord bearing S08°45'19"W and distance of 23.13 feet to a calculated point on the northerly right-of-way line of State Highway 71 (150' wide right-of-way);

THENCE, along the common line of said Lot 1 and of the northerly right-of-way line of State Highway 71, N84°34'42"W, a distance of 36.65 feet to a calculated point;

THENCE, over and across said Lot 1 the following eleven (11) courses and distances:

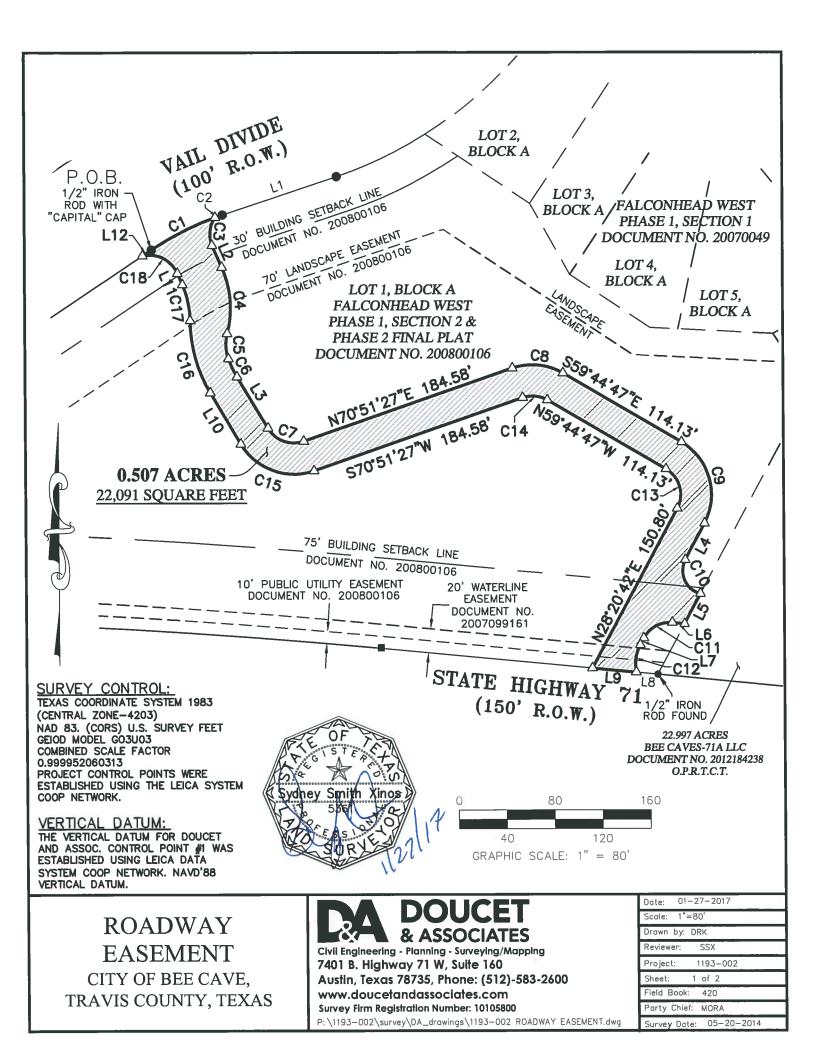
- 1. N28°20'42"E, a distance of 150.80 feet to a calculated point at the beginning of a 24.50 foot radius curve concave westerly;
- Northerly and northwesterly along the arc of last said 24.50 foot radius curve a distance of 37.67 feet through a central angle of 88°05'30", and a chord bearing N15°42'03"W and distance of 34.07 feet to a calculated point;
- 3. N59°44'07"W, a distance of 114.13 feet to a calculated point at the beginning of a 24.50 foot radius curve concave southerly;
- Westerly along the arc of last said 24.50 foot radius curve a distance of 21.12 feet through a central angle of 49°23'45", and a chord bearing N84°26'40"W and distance of 20.47 feet to a calculated point;
- 5. S70°51'27"W, a distance of 184.58 feet to a calculated point at the beginning of a 51.00 foot radius curve concave northerly;
- Westerly and northwesterly along the arc of said 51.00 foot radius curve a distance of 69.97 feet through a central angle of 78°36'14", and a chord bearing N69°50'26"W and distance of 64.61 feet to a calculated point;
- 7. N30°32'19"W, a distance of 49.58 feet to a calculated point at the beginning of a 118.50 foot radius curve concave northeasterly;
- 8. Northwesterly along the arc of said 118.50 foot radius curve a distance of 62.87 feet through a central angle of 30°23'50", and a chord bearing N15°20'58"W and distance of 62.13 feet to a calculated point at the beginning of a 74.50 foot radius curve concave westerly;
- Northerly along the arc of said 74.50 foot radius curve a distance of 30.78 feet through a central angle of 23°40'18", and a chord bearing N11°59'12"W and distance of 30.56 feet to a calculated point;
- 10. N23°49'21"W, a distance of 10.25 feet to a calculated point at the beginning of a 25.00 foot radius curve concave southwesterly;
- Northwesterly along the arc of last said 25.00 foot radius curve a distance of 35.38 feet through a central angle of 81°04'08", and a chord bearing N63°12'20"W and distance of 32.51 feet to a calculated point on the southeasterly right-of-way line of Vail Divide (100' wide right-of-way);

THENCE, along the common line of said Lot 1 and of the southeasterly right-of-way line of Vail Divide, N56°17'10"E, a distance of 8.88 feet to the **POINT OF BEGINNING,** and containing 0.507 acres of land, more or less.

Date

Sydney Smith Xinos, R.P.L.S. Texas Registration No. 5361 Doucet & Associates Inc., 7401 B Hwy. 71 West, Suite 160 Austin, Texas 78735 Firm Registration No. 10105800





EASEMENT LINE TABLE				
NO.	BEARING	DISTANCE		
L1	N71°31'21"E	100.09'		
L2	S23°49'21"E	19.89'		
L3	S30'32'19"E	49.60'		
L4	S28°20'42"W	34.45'		
L5	S28°20'42"W	28.49'		
L6	N84°47'00"W	10.46'		
L7	S28*20'42"W	6.29'		
L8	S84°34'42"E	18.18'		
L9	N84°34'42"W	36.65'		
L10	N30°32'19"W	49.58'		
L11	N23°49'21"W	10.25'		
L12	N56"17'10"E	8.88'		

LEGEND				
 ▲ ●	EASEMENT LINE EXISTING PROPERTY LINES EXISTING EASEMENTS CALCULATED POINT 1/2" IRON ROD WITH "G&R" CAP FOUND (UNLESS NOTED)			
DOC. NO.	DOCUMENT NUMBER			
P.O.B.	POINT OF BEGINNING			
P.O.C.	POINT OF COMMENCEMENT			
VOL.	VOLUME			
PG.	PAGE			
R.O.W.	RIGHT-OF-WAY			
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS			
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS			
0.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS			
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS			

		C	URVE TABLE	•	
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	59.95'	250.00'	13°44'18"	N63°07'41"E	59.80'
C2	6.41'	250.00'	01*28'06"	N70'43'54"E	6.41'
C3	24.35'	25.10'	55 ° 34'55"	S06'34'04"W	23.40'
C4	56.43'	83.00'	38 ° 57'14"	S04°20'44"E	55.35'
C5	21.30'	34.50'	35°22'43"	S02*33'29"E	20.97'
C6	16.61'	92.50'	10 ° 17'29"	S25*23'35"E	16.59'
C7	34.30'	25.00'	78 ° 36'14"	S69*50'26"E	31.67'
C8	43.54'	50.50'	49'23'45"	S84*26'40"E	42.40'
C9	77.64'	50.50'	88*05'30"	S15'42'03"E	70.22'
C10	35.69'	19.50'	104*51'26"	S24'05'01"E	30.91'
C11	28.59'	24.50'	66 ° 52'18"	S61*46'51"W	27.00'
C12	23.59'	34.50'	39'10'46"	S08°45'19"W	23.13'
C13	37.67'	24.50'	88'05'30"	N15*42'03"W	34.07'
C14	21.12'	24.50'	49 ° 23'45"	N84°26'40"W	20.47'
C15	69.97'	51.00'	78'36'14"	N69*50'26"W	64.61'
C16	62.87'	118.50'	30°23'50"	N15'20'58"W	62.13'
C17	30.78'	74.50'	23'40'18"	N11*59'12"W	30.56'
C18	35.38'	25.00'	81°04'08"	N63°12'20"W	32.51'

ROADWAY EASEMENT CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS



DOUCET

Date: 01-27-2017		
Scole: 1"=80'		
Drawn by: DRK		
Reviewer: SSX		
Project: 1193-002		
Sheet: 2 of 2		
Field Book: 420		
Party Chief: MORA		
Survey Date: 05-20-2014		