

WHEN RECORDED MAIL TO

Costco Wholesale Corporation  
999 Lake Drive  
Issaquah, Washington 98027  
Attorney Corporate Counsel

FIRST AM

NCS-1227609-WA1

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into as of November 19, 2024 (the “**Effective Date**”), by CUMBERLAND & WESTERN RESOURCES LLC, a Wyoming limited liability company (“**Owner**”), for the benefit of COSTCO WHOLESALE CORPORATION, a Washington corporation (“**Costco**”).

RECITALS:

1. Owner is the owner of that certain real property located in the County of Midland, State of Texas and more particularly described in Exhibit A attached hereto (the “**Restricted Property**”).
2. Costco is the owner of that certain real property located in the County of Midland, State of Texas and more particularly described in Exhibit B attached hereto (the “**Costco Property**”), which Costco acquired from Owner contemporaneously herewith.
3. As partial consideration for the sale of the Costco Property from Owner to Costco, Owner agreed to impose certain restrictions against the Restricted Property.

NOW, THEREFORE, Owner hereby agrees that the following covenants, conditions and restrictions shall be established and imposed upon the Restricted Property and declares that the Restricted Property and all portions thereof are and shall be owned, held, transferred, sold, conveyed, leased and occupied subject to such covenants, conditions and restrictions.

ARTICLE I RECITALS; DEFINITIONS

1.1 Recitals. The foregoing Recitals are an integral part of this Declaration and are incorporated herein by reference as though set forth in full herein.

1.2 Other Definitions. In addition to the definitions set forth above in the Recitals or defined elsewhere in the Declaration, the following terms shall have the meanings set forth below.

“**Alcoholic Beverage Retailer**” is defined in Section 2.2(a) hereof.

“Costco Affiliate” shall mean (a) a subsidiary, affiliate, parent or other entity which controls, is controlled by or is under common control with Costco Wholesale Corporation; (b) a successor corporation related to Costco Wholesale Corporation by merger, consolidation, non-bankruptcy reorganization, or government action; or (c) a purchaser of substantially all of Costco Wholesale Corporation’s assets in the state where the Costco Property is located.

“Costco Facility or Business” shall mean any facility or business owned, leased, franchised, managed, operated or controlled by Costco Wholesale Corporation or by any Costco Affiliate, including, without limitation, a Costco Wholesale warehouse club, Costco Wholesale business center, or any of the constituent or ancillary uses associated therewith. A Costco Facility or Business shall also include a facility or business that is owned or operated by a person or entity other than Costco Wholesale Corporation, or any Costco Affiliate, but which facility or business is intended to be included as part of or otherwise integrated into a Costco Facility or Business, such as leased or licensed departments, or co-branded or ancillary uses

“Costco Party” shall mean each of Costco and any Costco Affiliate that is now or hereafter an owner or lessee of any portion of the land now comprising the Costco Property.

“Costco Property” is defined in Recital 2 above.

“Grocer” is defined in Section 2.2(a) hereof.

“Merchandising Concept” is defined in Section 2.2(a) hereof.

“Owner” shall mean the Owner identified above executing this Agreement and all future record owner of any portion of the Restricted Property.

“Parcel” shall mean each separately owned parcel of land contained in the Restricted Property. If the Restricted Property (or any Parcel therein) is subsequently divided into one or more separate separately owned parcels, each of such separate parcels shall thereafter be considered to be a “Parcel”. Any Parcel(s) subdivided as aforesaid shall remain subject to all terms, covenants and restrictions of this Declaration.

“Restricted Property” is defined in Recital 1 above.

“Wal-Mart” is defined in Section 2.2(a) hereof.

**ARTICLE II EXCLUSIVE USE RESTRICTION**

2.1 Restricted Property. Owner hereby represents and warrants to Costco that as of the date hereof, Owner owns fee simple title to all of the Restricted Property, subject to all matters of record (other than conveyances).

2.2 Exclusive Use Restrictions Against Restricted Property.

(a) No portion of any Restricted Property shall be used or operated: (i) as a wholesale or retail general merchandise facility that has a merchandising concept based upon a relatively limited number of stock keeping units in a large number of product categories (the "Merchandising Concept"); (ii) as a grocery store or supermarket in excess of 40,000 square feet, including, without limitation, a grocery store or supermarket that forms a part of or is otherwise integrated into a larger retail store, such as the business concepts commonly referred to as a "supercenter" or "hypermarket" (a "Grocer"); (iii) as a wholesale or retail establishment in excess of 5,000 square feet selling wine, beer, spirits or other alcoholic beverages intended for off-premises consumption ("Alcoholic Beverage Retailer"); (iv) as a "Wal-Mart" store or "Wal-Mart Supercenter" or any other store operated under the "Wal-Mart" brand (a "Wal-Mart"); or (v) to support a facility operating under the Merchandising Concept, as a Grocer, as an Alcoholic Beverage Retailer or as a Wal-Mart (i.e., for parking or other necessary improvements for such a facility). The Merchandising Concept restriction includes, but shall not be limited to: (vi) any business that operates as a warehouse club; (vii) any business operated under the tradenames of Sam's, BJ's, Price Smart, Jetro or Smart and Final; and (viii) any business similar to those operated under the tradenames Costco, Sam's, BJ's, Price Smart, Jetro or Smart and Final.

(b) The Merchandising Concept restriction in Section 2.2(a) above does not prohibit any of the following uses on any Restricted Property: (i) a specialty retail store that primarily sells goods in a few specific product categories, such as pet food, sporting goods, office supplies, home goods, home improvements, books, toys, party supplies, craft supplies, apparel, shoes, furniture, appliances or electronics; or (ii) a traditional department store, discount department store or junior department store, such as Kohl's, Target or K Mart.

(c) No portion of the Restricted Property shall be used or operated as a car wash, motor vehicle fuel or service station, or motor vehicle tire sales, service or installation facility; provided that any motor vehicle tire sales, service or installation facility that is operated by and in connection with a general merchandise retail store or a traditional department store shall not be prohibited by this restriction.

(d) Notwithstanding anything to the contrary contained herein, in no event shall any of the prohibitions set forth in this Section 2.2 prohibit the Property or the Restricted Property from being used for or as a Costco Facility or Business.

2.3 Termination of Restrictive Covenants. The restrictive covenants set forth in Section 2.2 above shall run with the title to the Restricted Property as provided in Section 5.1 below.

ARTICLE III

3.1 Notices. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Declaration shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt

requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring signature upon receipt, addressed as follows:

To Owner: Cumberland & Western Resources LLC  
c/o Betterton, Tyler & Summonte, P.L.  
735 E. Venice Avenue, Suite 200  
Venice, Florida 34285  
Attn: Greg Betterton, Esq.

To Costco: Costco Wholesale Corporation  
999 Lake Drive  
Issaquah, Washington 98027  
Attn: Property Management (Legal Department)

with a copy to: Holland & Knight L.L.P.  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201-2533  
Attn: Ray T. Khirallah

Any such notice shall be deemed to be given on the date on which it is received or receipt therefor is refused. A Costco Party may change the address to which notices to such Costco Parties are to be sent by the giving of at least 15 days prior notice to the Owner in accordance with the provisions of this Section 3.1; and an Owner may change the address to which notices to such Owner are to be sent by the giving of at least 15 days prior notice to the Costco Parties in accordance with the provisions of this Section 3.1.

ARTICLE IV REMEDIES

4.1 Legal Action Generally. If any Owner (or other owner, tenant, or occupant of any portion of the Restricted Property or any other party with an interest in the Restricted Property by through or under an Owner) breaches any provision of this Declaration, which is not remedied within 10 business days after written notice from a Costco Party, then such Costco Party may institute legal action against one or more of the Owner (and/or other owner, tenant, or occupant of any portion of the Restricted Property) for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law. All remedies herein or at law shall be cumulative and not inclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity".

4.2 Injunctive and Declaratory Relief. In addition to any other remedies provided for in this Declaration or under applicable law, Owner acknowledges that the breach of the foregoing restrictive covenant may cause immediate and irreparable harm for which damages are not an adequate remedy and that, to protect against such harm, a Costco Party may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any

actual or threatened breach. Such an action for a restraining order or injunction is in addition to and does not limit any and all other remedies provided by law or equity. In addition, in the event of any violation or threatened violation by an Owner, or any owner, tenant, or occupant of any portion of the Restricted Property, of any of the terms, covenants, conditions, and restrictions herein contained, in addition to any other remedies provided for in this Declaration or under applicable law, a Costco Party shall have the right to bring an action for declaratory relief in a court of competent jurisdiction.

4.3 Remedies Cumulative. The remedies provided in this Article 4 are in addition to any remedies available under any other agreement(s) between a Costco Party and Owner and/or any owner, tenant or occupant of any portion of the Restricted Property, or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available to a Costco Party may be exercised cumulatively.

**ARTICLE V MISCELLANEOUS**

5.1 Binding Effect. All of the terms, covenants and restrictions contained in this Declaration shall attach to and run with title to the Restricted Property for the benefit of the Costco Parties and the Costco Property and shall be binding upon the successors and assigns of the Owner and each portion of the Restricted Property. This Declaration and all the terms, covenants and restrictions herein contained shall be enforceable as equitable servitudes in favor of the Costco Property and any portion thereof.

5.2 Attorneys' Fees. In the event of any action for breach of or to enforce any provision or right hereunder, the unsuccessful party in such action shall pay to the substantially prevailing party all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by the successful party in connection with such action.

5.3 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle Owner or any lender, owner, tenant or occupant of any portion of the Restricted Property to cancel, rescind, or otherwise terminate this Declaration.

5.4 Third Parties. The Costco Parties are third party beneficiaries of this Declaration and shall have the benefit of all of the rights, privileges, or immunities conferred hereunder. No lender, owner, tenant or occupant of any portion of the Restricted Property or other party, other than the Owner, Costco and the other Costco Parties shall have any rights, privileges, or immunities under this Declaration.

5.5 Modification. No modification, waiver, amendment, discharge, or change of this Declaration shall be valid unless the same is in writing and signed by the Costco Party or Costco Parties then owning or leasing the Costco Property. Any change, modification, amendment or rescission which is made without the written consent of the Costco Party or Costco Parties then owning or leasing the Costco Property shall be null and void and of no effect. A modification, waiver, amendment, discharge, or change of this Declaration relating to one or more parcels may be made between the Costco Party or Costco Parties then owning or leasing the Costco Property

and the Owner that owns the Parcel(s) in question (or the then owner(s) of such Parcel) without the joinder of any other Owner or other party.

5.6 Severability. If any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other term, covenant, condition, provision, or agreement contained herein.

5.7 Governing Law. This Declaration shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas.

5.8 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

5.9 Captions. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Declaration or any provisions hereof.

5.10 Estoppel Certificate. Within 20 days of the written request of any Costco Party or any Owner (a "Requesting Party"), the Owner or Costco Party to which such request is made (the "Responding Party") shall issue to such Requesting Party an estoppel certificate stating: (a) whether the Responding Party knows of any default under this Declaration and if there are known defaults, specifying the nature thereof; (b) whether to the Responding Party's knowledge this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and (c) whether to the Responding Party's knowledge this Declaration as of the date is in full force and effect.

5.11 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Declaration.

5.12 Waiver of Default. No waiver of any default by any Owner or release of any portion of the Restricted Property shall be implied from any omission by a Costco Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. No release of any portion of the Restricted Property shall constitute a release of any other portion of the Restricted Property. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by a Costco Party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval of any subsequent similar acts or requests. The rights and remedies given to the Costco Parties by this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or if any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default


under this Declaration, and the exercise of one such right or remedy by any Costco Party shall not impair such Costco Party's standing to exercise any other right or remedy.

5.13 Exhibits. The following exhibits are attached to this Declaration and incorporated by reference herein for all purposes:

Exhibit A	Legal Description of the Restricted Property
Exhibit B	Legal Description of the Costco Property

Executed as of the date first above written.

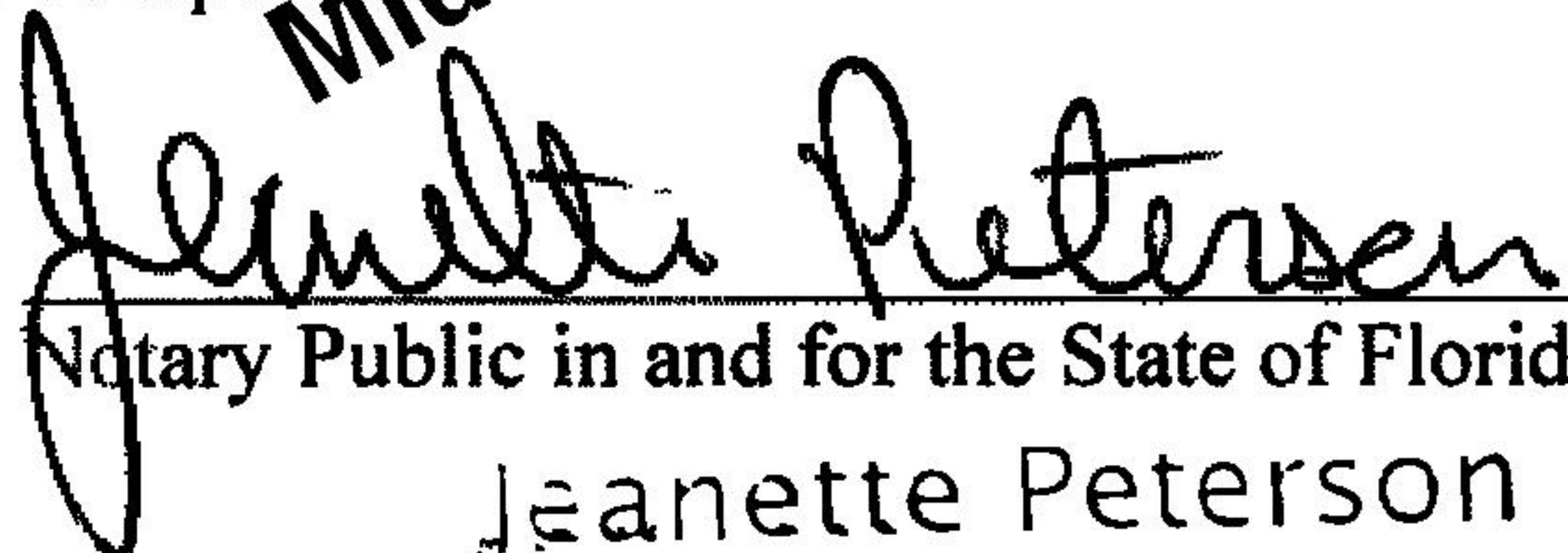
CUMBERLAND & WESTERN RESOURCES  
LLC, a Wyoming limited liability company

By:   
Greg Betterton  
Manager

THE STATE OF FLORIDA     §  
  §  
COUNTY OF SARASOTA     §

This instrument was acknowledged before me on November 13, 2024 by Greg Betterton, Manager of CUMBERLAND & WESTERN RESOURCES LLC, a Wyoming limited liability company, on behalf of such limited liability company.



  
Notary Public in and for the State of Florida  
Jeanette Peterson

Typed or Printed Name of Notary

My Commission Expires:

8-21-2025

Midland County Clerk Unofficial Copy

EXHIBIT "A"

To

DECLARATION OF RESTRICTIVE COVENANTS

LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY

[SEE ATTACHED]

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

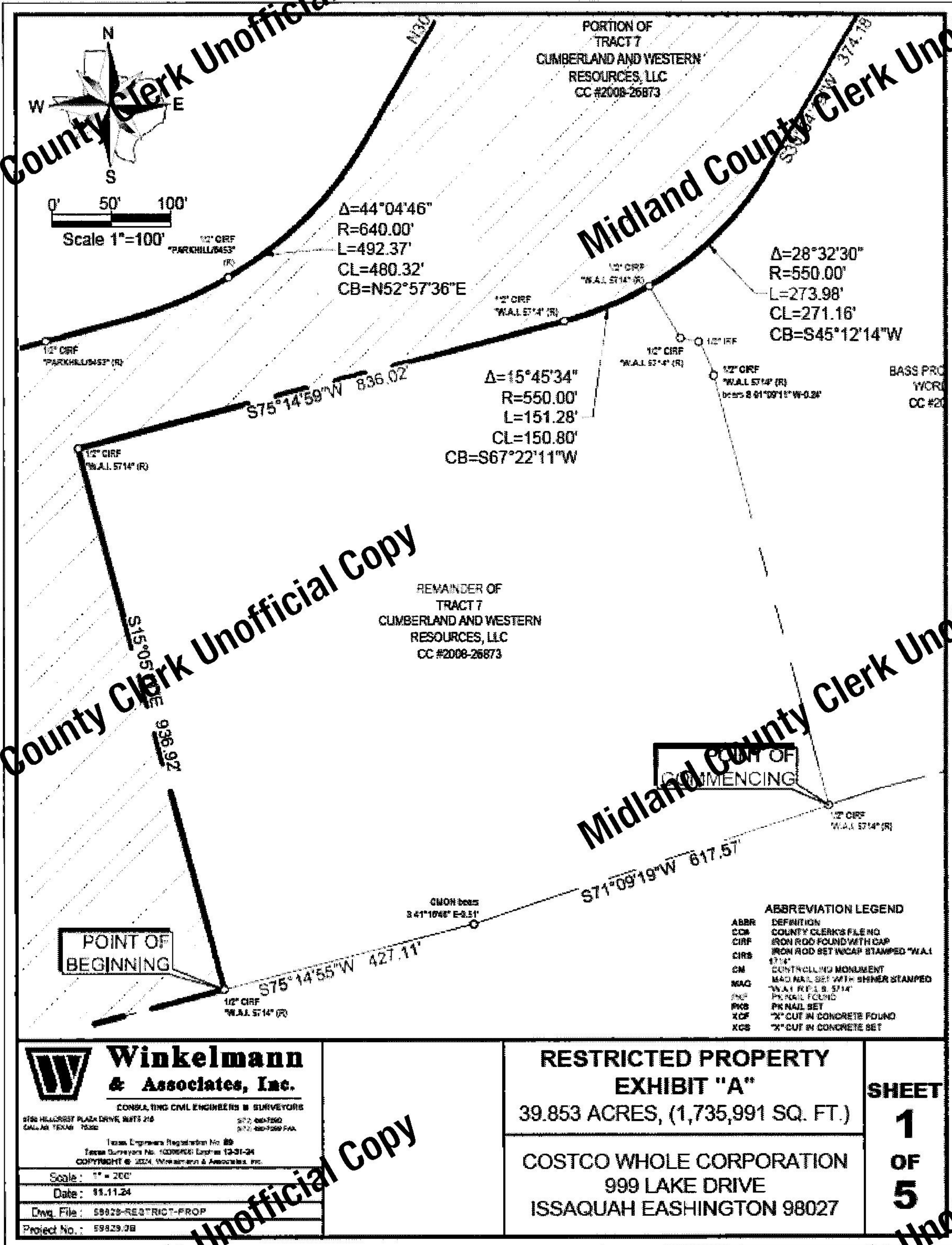
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**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
2800 HILLCREST PLAZA DRIVE, SUITE 210  
GALLATI, TEXAS 75242  
Texas Engineers Registration No. 88  
Texas Surveyors No. 1009680 Expires 12-31-24  
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Scale: 1" = 200'  
Date: 11.11.24  
Dwg. File: 59929-RESTRICT-PROP  
Project No.: 59929.08

**RESTRICTED PROPERTY  
EXHIBIT "A"**  
39.853 ACRES, (1,735,991 SQ. FT.)

**COSTCO WHOLE CORPORATION**  
999 LAKE DRIVE  
ISSAQUAH WASHINGTON 98027

**SHEET  
1  
OF  
5**

Midland County Clerk Unofficial Copy

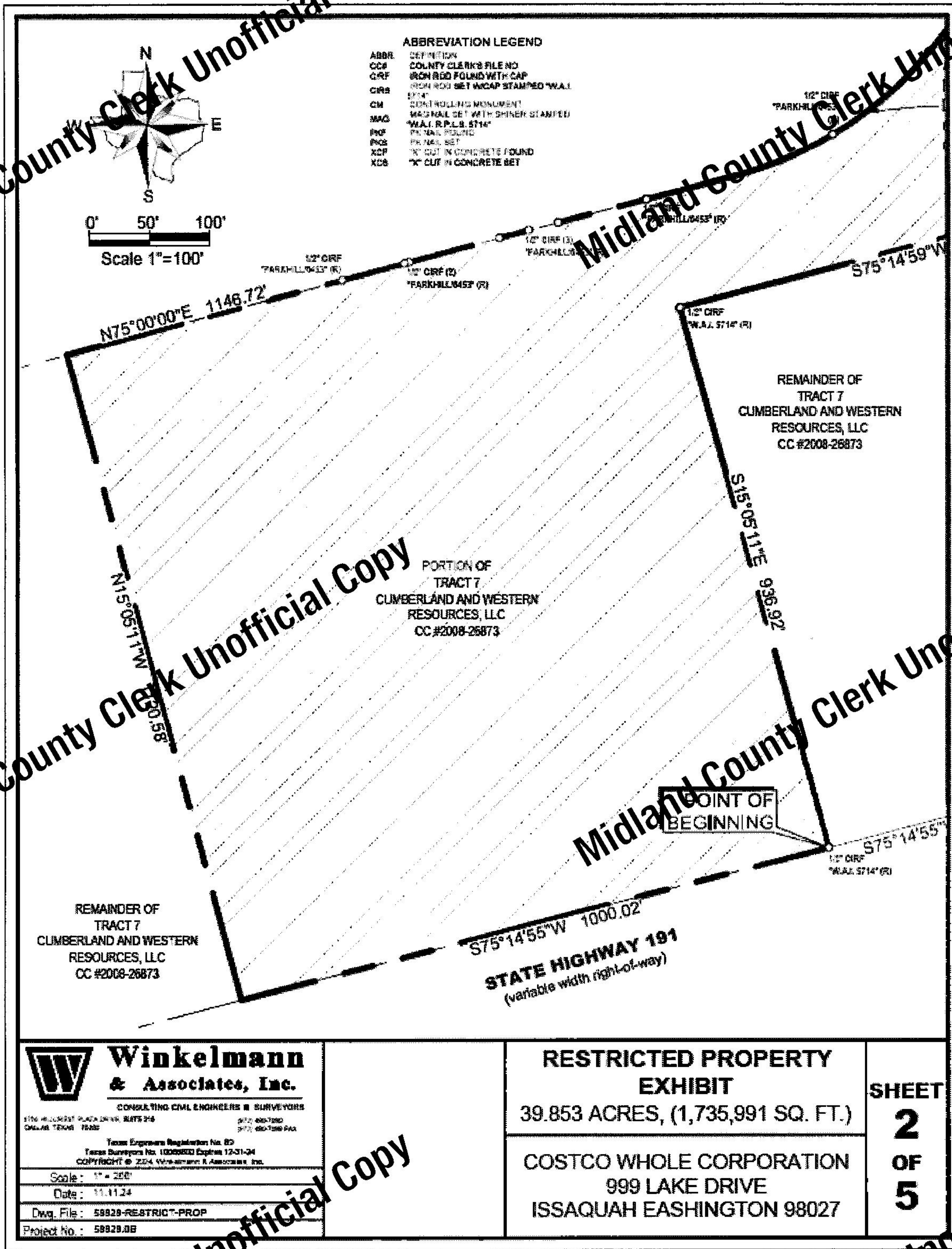
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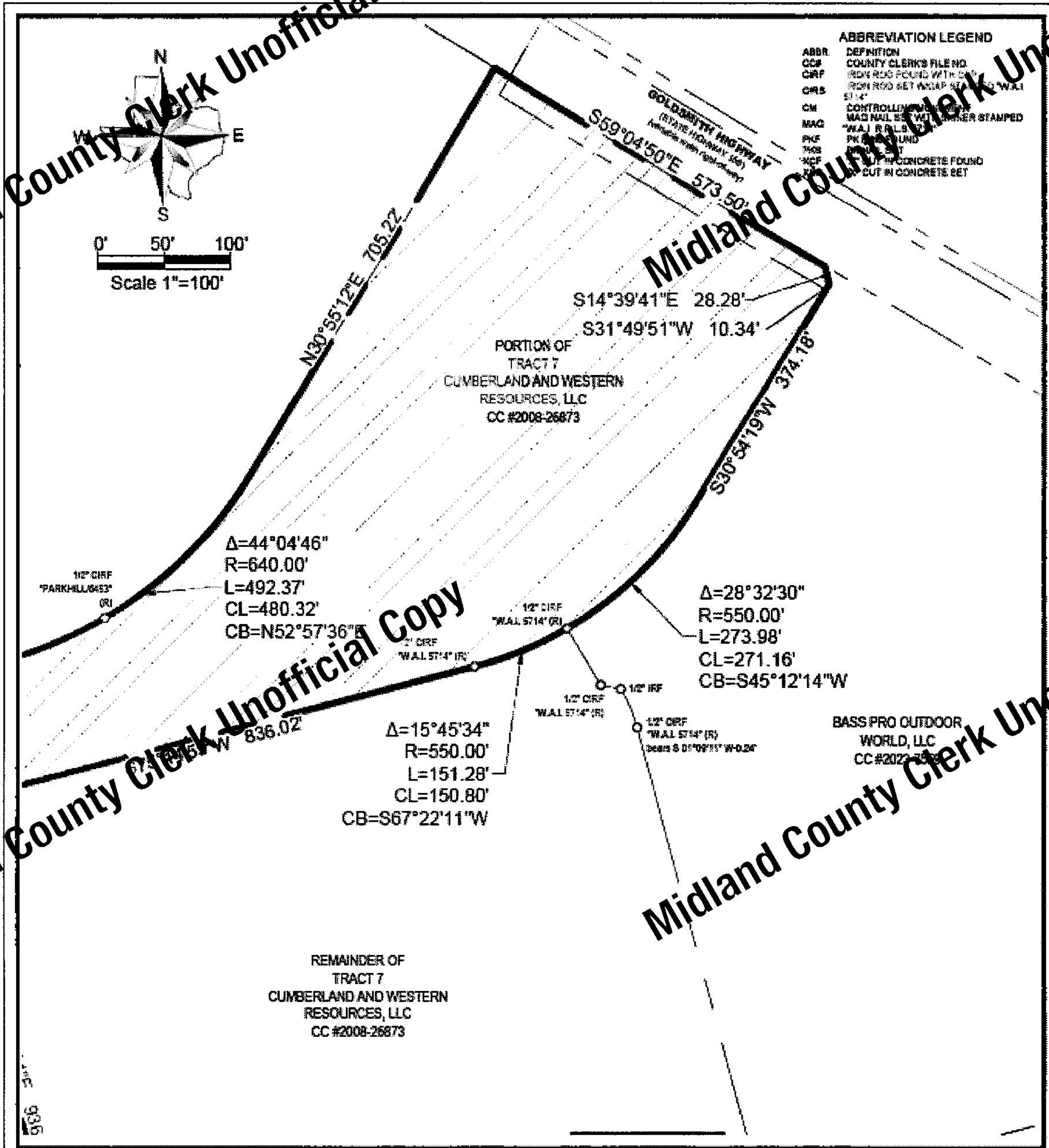


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**Winkelmann & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS  
 8748 HILLCREST PLAZA DRIVE, SUITE 310 DALLAS, TEXAS 75248  
 (972) 490-7000 (972) 490-7000 FAX  
 Texas Engineers Registration No. 88  
 Texas Surveyors No. 103905001 Expires 12-31-24  
 COPYRIGHT © 2024 Winkelmann & Associates, Inc.

Scale: 1" = 200'  
 Date: 11.11.24  
 Dwg. File: 59923-RESTRICT-PROP  
 Project No.: 59923.08

**RESTRICTED PROPERTY EXHIBIT**  
 39.853 ACRES, (1,735,991 SQ. FT.)  
 COSTCO WHOLE CORPORATION  
 999 LAKE DRIVE  
 ISSAQUAH EASHINGTON 98027

SHEET  
**3**  
 OF  
**5**

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

RESTRICTED PROPERTY EXHIBIT

STATE OF TEXAS  
 COUNTY OF MIDLAND

BEING a tract of land situated in the S.T. & P. RAILROAD CO. SURVEY, ABSTRACT NO. 378, in the City of Midland, Midland County, Texas, and being a portion of the remainder of a tract of land (Tract 7), as described in deed to Cumberland and Western Resources, LLC, recorded in County Clerk's File No. 2008-26873, Deed Records Midland County, Texas (D.R.M.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner at the Southwest corner of a tract of land as described in deed to Bass Pro Outdoor World, LLC, recorded in County Clerk's File No. 2023-7559, D.R.M.C.T., said iron rod also being the Southeast corner of a portion of said Cumberland and Western Resources, LLC tract and being situated in the Northwest right-of-way line of State Highway 191 (variable width right-of-way);

THENCE departing the Westerly line of said Bass Pro Outdoor World, LLC tract and along the Southerly line of said portion of the Cumberland and Western Resources, LLC tract and the Northwest right-of-way line of said State Highway 191, the following:

South 71 deg 09 min 19 sec West, a distance of 617.57 feet to a point from which a concrete monument found bears South 41 deg 16 min 46 sec East, a distance of 0.51 feet;

South 75 deg 14 min 55 sec West, a distance of 427.11 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714", said iron rod being the POINT OF BEGINNING;

South 75 deg 14 min 55 sec West, a distance of 1000.02 feet to a point for corner;

THENCE departing said common line and over and across said remainder of Cumberland and Western Resources, LLC tract, the following:

North 15 deg 05 min 11 sec West, a distance of 1,120.58 feet to a point for corner;

North 75 deg 00 min 00 sec East, a distance of 1,146.72 feet to a point for corner and being the beginning of a curve to the left having a radius of 640.00 feet, a central angle of 44 deg 04 min 46 sec, a chord bearing of North 52 deg 57 min 36 sec East, and a chord length of 480.92 feet;

Along said curve to the left, an arc distance of 492.37 feet to a point for corner;

North 30 deg 55 min 12 sec East, a distance of 705.22 feet to a point for corner situated in the Southwest right-of-way line of Goldsmith Highway [State Highway 158], a variable width right-of-way;

THENCE South 59 deg 04 min 50 sec East, along said Southwest right-of-way line, a distance of 563.50 feet to a point for corner;


THENCE departing said Southwest right-of-way line and along the Northwest lines of said Bass Pro Outdoor World, LLC tract, the following:

South 14 deg 39 min 41 sec East, a distance of 28.28 feet to a point for corner;

South 31 deg 49 min 51 sec West, a distance of 10.34 feet to a point for corner;

South 30 deg 54 min 19 sec West, a distance of 374.18 feet to a point for corner and being the beginning of a curve to the right having a radius of 550.00 feet, a central angle of 28 deg 32 min 30 sec, a chord angle South 45 deg 12 min 14 sec West, a distance of 271.16 feet;

(CONT ON SHEET 5)

 <b>Winkelmann &amp; Associates, Inc.</b> CONSULTING CIVIL ENGINEERS & SURVEYORS 8700 MILLCREEK PLAZA DRIVE, SUITE 1100 DALLAS, TEXAS 75248 Texas Engineers' Registration No. 008 Texas Surveyors No. 1928960 Expires 12-31-24 COPYRIGHT © 2024 Winkelmann & Associates, Inc. Scale: N/A Date: 11.11.24 Dwg. File: 58825-RESTRICT-PROP Project No.: 58825.08	RESTRICTED PROPERTY EXHIBIT 39.853 ACRES, (1,735,991 SQ. FT.)	SHEET <b>4</b> OF <b>5</b>
	COSTCO WHOLE CORPORATION 999 LAKE DRIVE ISSAQUAH EASHINGTON 98027	

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RESTRICTED PROPERTY EXHIBIT

STATE OF TEXAS  
COUNTY OF MIDLAND §

(CONT FROM SHEET 4)

Along said curve to the right, an arc distance of 273.98 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northwest corner of said Bass Pro Outdoor World, LLC tract, said iron rod being the beginning of a curve to the right having a radius of 550.00 feet, a central angle of 15 deg 45 min 34 sec, a chord bearing South 67 deg 22 min 11 sec West, and a chord length of 150.80 feet;

THENCE departing the Northwest lines of said Bass Pro Outdoor World, LLC tract, and over and across said Cumberland and Western Resources, LLC tract, the following:


Along said curve to the right, an arc distance of 151.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found;

South 75 deg 14 min 59 sec West, a distance of 836.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found;

THENCE South 15 deg 05 min 11 sec East, continuing over and across said Cumberland and Western Resources, LLC tract, a distance of 936.92 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 39.853 acres or 1,735,991 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 26th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Central Zone (4203), NAD 83, grid values from the GeoShack VRS network.

 <b>Winkelmann &amp; Associates, Inc.</b> CONSULTING CIVIL ENGINEERS ■ SURVEYORS <small>1700 HILLCREST PLAZA DRIVE, SUITE 200          MIDLAND, TEXAS 79701      (940) 692-7800          (940) 692-1000 FAX</small> <small>Professional Engineer Registration No. 98          Texas Surveyors Exp. 12-31-24          COPYRIGHT © 2024 Winkelmann &amp; Associates, Inc.</small>	<b>RESTRICTED PROPERTY EXHIBIT</b> 39.853 ACRES, (1,735,991 SQ. FT.)	<b>SHEET</b> <b>5</b> <b>OF</b> <b>5</b>
	COSTCO WHOLE CORPORATION 999 LAKE DRIVE ISSAQUAH EASHINGTON 98027	
Scale : N/A Date : 11.11.24 Dwg. File : 58828-RESTRICT-PROP Project No. : 58828.08		

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Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

EXHIBIT "B"

To

DECLARATION OF RESTRICTIVE COVENANTS

LEGAL DESCRIPTION OF COSTCO PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIDLAND, STATE OF TEXAS, AND IS DESCRIBED AS FOLLOWS:

Being all that certain tract or parcel of land called Lots 1, 2 and 3, Block 25, Grassland Estates West, Section 13, as shown on plat recorded under County Clerk's File No. 2024-27155, Official Public Records of Midland County, Texas.

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

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Midland County  
Alison Haley  
Midland County  
Clerk

Instrument Number: 27452

eRecording - Real Property

Recorded On: November 19, 2024 02:03 PM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$77.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 27452

Receipt Number: 20241119000100

Recorded Date/Time: November 19, 2024 02:03 PM

User: Shauna P

Station: cc12029

Record and Return To:

Simplifile

TX



STATE OF TEXAS  
COUNTY OF MIDLAND

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Midland County, Texas.

Alison Haley  
Midland County Clerk  
Midland County, TX