

**RESCISSION AGREEMENT TO THE EASEMENT AGREEMENT FOR RECIPROCAL ACCESS AND SHARED PARKING**

THIS RESCISSION AGREEMENT TO THE EASEMENT AGREEMENT FOR RECIPROCAL ACCESS AND SHARED PARKING ("Agreement") dated October 8th 2024, is made and entered into by Midland Office Park, LLC, a Texas limited liability company ("Owner A"), and Midland Office Park, LLC, a Texas limited liability company, and its successors, and assigns ("Owner B").

**RECITALS**

WHEREAS, Owner A and Owner B are Parties to a certain Easement Agreement for Reciprocal Access and Shared Parking ("Easement Agreement") dated March 20, 2023, and recorded as Document No. 2023-6644, Official Public Records, Midland, Texas; and

WHEREAS, the parties are replacing the subject matter of the Easement Agreement with a property owners association and related filings to fulfill the needs addressed therein; and

WHEREAS, the parties now desire to unwind and rescind the grant of easements, terms, and conditions referenced in the Easement Agreement;

NOW, THEREFORE, in consideration of the recitals and mutual covenants of the Parties, each of the Parties agrees as follows:

1. **Rescission.** The parties hereby rescind the Easement Agreement effective as of the above date.
2. **Effect of Rescission.** The parties agree that the rescission of the Easement Agreement is and shall be absolute, unconditional and without reservation of any rights, duties, privileges, or obligations of any Party under the Easement Agreement. The parties further agree that by this Agreement, the Easement Agreement shall be deemed and construed never to have existed. No maintenance, insurance, and tax reimbursement claims exist between the parties. This Agreement also operates to rescind the Covenant to Hold as One Parcel for Lots Five (5) and Seven (7), Block Six (6), Lilly Heights Addition, Section 12, a replat of Lots 3 & 4, Block 6, of the re-subdivision of Lilly Heights Addition, described within the Easement Agreement.
3. **Miscellaneous.**
  - (a) **Assignment.** This Agreement shall be binding on the Parties hereto, together with their respective successors and assigns.
  - (b) **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all previous agreements, written or oral, and amendments thereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**OWNER A:**

Midland Office Park, LLC, a Texas limited liability company

By: [Signature]  
Kevin Reed, Manager

**OWNER B:**

Midland Office Park, LLC, a Texas limited liability company

By: [Signature]  
Kevin Reed, Manager

THE STATE OF TEXAS     §  
LUBBOCK COUNTY       §

This instrument was ACKNOWLEDGED before me on October 8th 2024, by Kevin Reed, Manager of Midland Office Park, LLC, a Texas limited liability company



[Signature]  
Notary Public, State of Texas

That CITY BANK duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder on the property described herein, does hereby consent and agree to the foregoing Rescission Agreement to the Easement Agreement for Reciprocal Access and Shared Parking, and does hereby subordinate its lien on the tract embraced within the easement herein described to the rights granted herein.

IN WITNESS WHEREOF, the said CITY BANK has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on October 8, 2024.

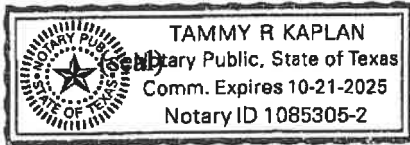
CITY BANK

By: [Signature]  
Printed Name: Tony F. Peña  
Title: SV

THE STATE OF TEXAS §  
LUBBOCK COUNTY §

This instrument was acknowledged before me on October 8, 2024 by Tony F. Peña, as S.V.P. of CITY BANK, and in the capacity therein stated.

[Signature]  
Notary Public, State of Texas



**Midland County  
Alison Haley  
Midland County  
Clerk**

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**Instrument Number: 23894**

eRecording - Real Property

Recorded On: October 10, 2024 09:01 AM

Number of Pages: 3

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**" Examined and Charged as Follows: "**

Total Recording: \$29.00

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**\*\*\*\*\* 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: 23894  
Receipt Number: 20241010000028  
Recorded Date/Time: October 10, 2024 09:01 AM  
User: Cristina G  
Station: cc10299

**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

*Alison Haley*