



Control Number: 47203



Item Number: 1

Addendum StartPage: 0

PUC DOCKET NO. **47203** RECEIVED

PETITION BY PARKER AREA
INVESTMENTS, LLC FOR
EXPEDITED RELEASE FROM
CITY OF ALEDO'S WATER CCN
NO. 10264 AND SEWER CCN NO. 20102

§
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§

2017 MAY 23 AM 11:51
BEFORE THE
PUBLIC UTILITY COMMISSION
FILING CLERK
OF TEXAS

**PETITION FOR EXPEDITED RELEASE FROM CITY OF ALEDO'S
WATER CCN NO. 10264 AND SEWER CCN NO. 20102 PURSUANT TO
SECTION 13.254(A-5), TEXAS WATER CODE**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, Parker Area Investments, LLC ("Petitioner") and files this Petition with the Public Utility Commission of Texas ("PUC") for Expedited Release from City of Aledo's water Certificate of Convenience and Necessity ("CCN") No. 10264 and sewer CCN No. 20102 pursuant to (i) Texas Water Code Section 13.254(a-5); and (ii) 16 Texas Administrative Code Section 24.113(r); and in support thereof would respectfully show as follows:

I. PURPOSE OF THE PETITION AND DECERTIFICATION CRITERIA

Petitioner files this petition seeking the expedited release of property owned by Petitioner in Parker County, Texas, from water CCN No. 10264 and sewer CCN No. 20102 currently held by the City of Aledo. Pursuant to Texas Water Code § 13.254(a-5) and 16 Tex. Admin. Code § 24.113(r), the owner of a tract of land that is at least 25 acres and that is not receiving service may petition the PUC for expedited release of the area from water and sewer CCNs and is entitled to release if the property is located in Parker County, among other counties.

II. REQUEST FOR DECERTIFICATION

In support of its request for decertification, Petitioner has attached the following documents:

Exhibit 1 – Affidavit of Britt Phillips

Attachment A to Exhibit 1 – Location Map for Property

Attachment B to Exhibit 1 – Large Scale detailed map

Attachment C to Exhibit 1 – Deed Records

Attachment D to Exhibit 1 – Digital Data

Petitioner owns 28.389 ~~contiguous~~ acres of land in Parker County, Texas (the "Property"), which Petitioner seeks to decertify from water CCN No. 10264 and sewer CCN No. 20102. *See* Exhibit 1. The Property is made up of two contiguous tracts of land identified in two deeds, and is greater than 25 acres. *See* Exhibit 1, Attachment C. The Property is not receiving water or sewer service from the City of Aledo, or any other water or sewer service provider. *See* Exhibit 1 ¶ 4.


Petitioner requests that the PUC grant expedited release of the Property from water CCN No. 10264 and sewer CCN No. 20102. The area Petitioner requests to be released is depicted in Attachments A and B to Exhibit 1 and in the digital data in Attachment D to Exhibit 1. A copy of this petition is being sent to the City of Aledo by certified mail on the same day that this original petition is being submitted to the PUC.

III. CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Petitioner respectfully requests that the PUC process this Petition and release Petitioner's property from water CCN No. 10264 and sewer CCN No. 20102 pursuant to Section 13.254(a-5), Texas Water Code, and PUC Rule 24.113(r).

Respectfully submitted,

JACKSON WALKER L.L.P.

By: 

Leonard Dougal - State Bar No. 00788611

Ali Abazari – State Bar No. 00796094

100 Congress, Suite 1100

Austin, Texas 78701

E: ldougal@jw.com

E: aabazari@jw.com

T: (512) 236-2239

F: (512) 391-2197

ATTORNEYS FOR PETITIONER
PARKER AREA INVESTMENTS, LLC

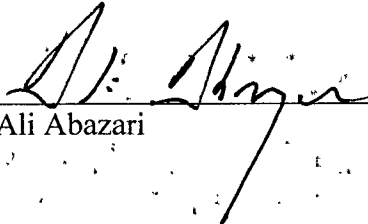
CERTIFICATE OF SERVICE

I hereby certify that pursuant to PUC Rule 24.113(s), the above and foregoing Petition for Expedited Release from CCN Nos. 10264 and 20102 was served on the CCN Holder, and to all parties shown below, via certified mail, return receipt requested to the addresses shown below on the 23rd day of May, 2017:

CCN No: 10264 Holder
City of Aledo
Attn: Ken Pfeifer, City Administrator
P.O. Box 1
200 Annetta Road
Aledo, Texas 76008

General Counsel
Public Utility Commission of Texas
1701 North Congress Ave.
P.O. Box 13326 (mailed)
Suite 8-100 (delivered)
Austin, Texas 78711-3326

Office of the Public Utility Counsel
Public Utility Commission of Texas
1701 North Congress Ave.
P.O. Box 13326 (mailed)
Suite 8-100 (delivered)
Austin, Texas 78711-3326



Ali Abazari

PETITION BY PARKER AREA	§	BEFORE THE PUBLIC UTILITY
	§	
INVESTMENTS, LLC FOR EXPEDITED	§	
	§	
RELEASE FROM CITY OF ALEDO'S	§	
	§	
WATER CCN NO. 10264 AND	§	
	§	
SEWER CCN NO. 20102	§	COMMISSION OF TEXAS

AFFIDAVIT OF BRITT PHILLIPS**STATE OF TEXAS §****COUNTY OF PARKER §**

BEFORE ME, the undersigned notary, personally appeared Britt Phillips, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

1. "My name is Britt Phillips. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am Chairman of Parker Area Investments, LLC, the petitioner in the above-captioned matter. In this position, I am familiar with the properties that it owns and the bills and accounts pertinent to those properties.
3. Parker Area Investments, LLC owns approximately 28.389 acres of land (the "Property"), located within the boundaries of water CCN No. 10264 and sewer CCN No. 20102 issued to the City of Aledo. The property is located within Parker County, Texas, is over 25 acres in size, and consists of two contiguous tracts of land as more specifically described in Attachments A, B, C, and D to this Affidavit. Attachment A is a true and correct copy of a map showing the location and boundaries of the Property, Attachment B is a true and correct map identifying the boundaries of the Property, Attachment C is a true and correct copy of the deed records which make up the Property, and Attachment D is a true and correct copy of digital data compiled by representatives of Parker Area Investments, LLC describing the boundaries of the Property.
4. The Property is not receiving water or sewer service from the City of Aledo, or any other water or sewer service provider. There are no billing records or other documents indicating an existing account with the City of Aledo for the Property. I am not aware of any meters, lines, or other facilities related to the provision of water and sewer services owned or operated by the City of Aledo on the Property.

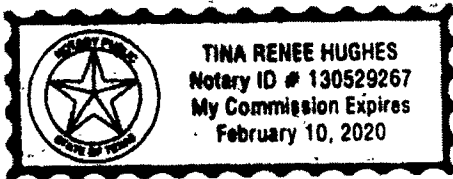
Affidavit of Britt Phillips
CCN Nos. 10264 and 20102

5. On behalf of Parker Area Investments, LLC, I request that the Public Utility Commission of Texas release this Property from water CCN No. 10264 and sewer CCN No. 20102."

FURTHER AFFIANT SAYETH NAUGHT.

Britt Phillips
Britt Phillips

Subscribed and sworn before me by Britt Phillips, Chairman of Parker Area Investments, LLC, on this 23 day of May, 2017, to certify which witness my hand and seal of office:



Tina Renee Hughes
Notary Public in and for the State of Texas.

Tina Renee Hughes
Print or Type Name of Notary Public
Commission expires 02.10.20

LARGE SCALE EXHIBIT

CCN APPLICATION

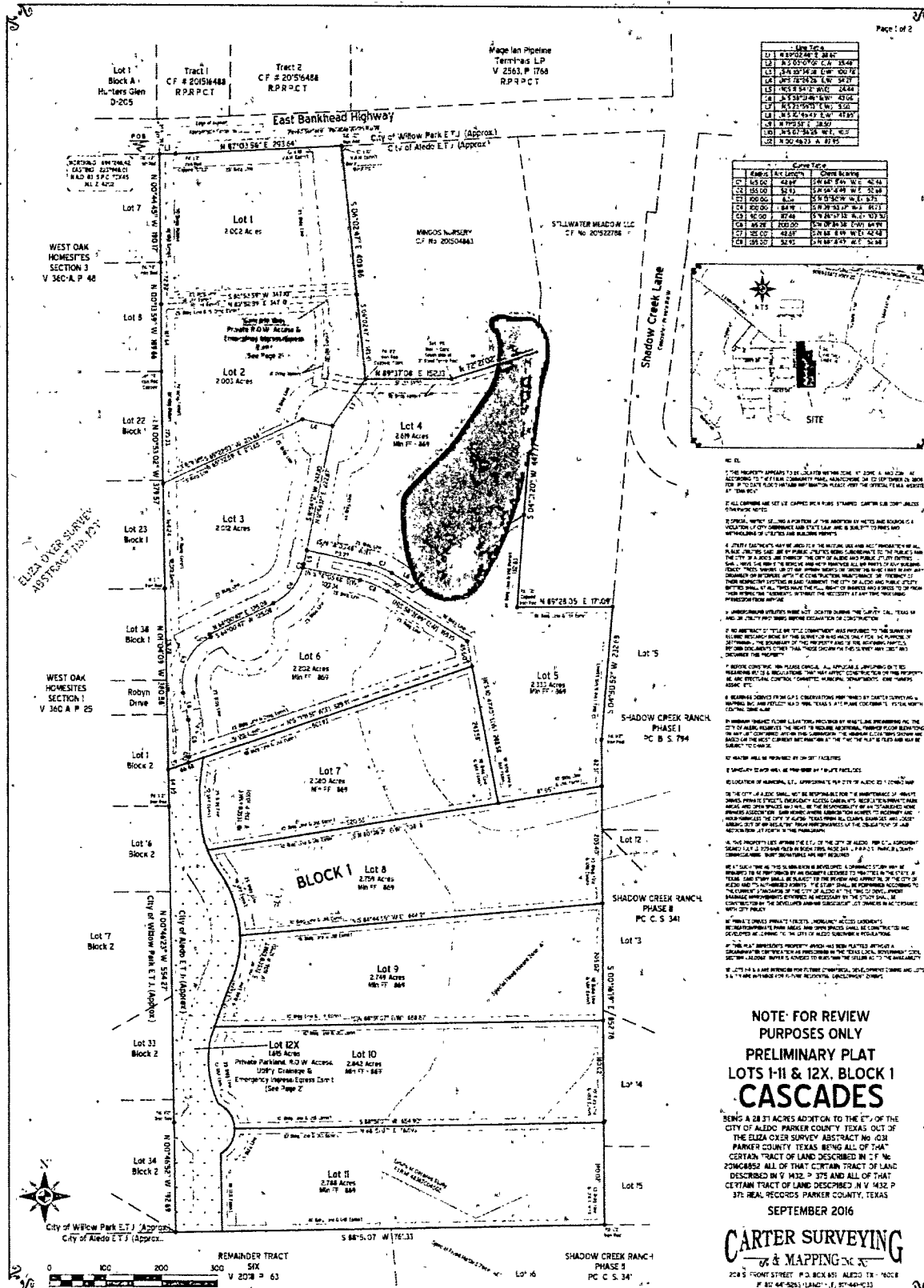
ALED0 ETJ, PARKER COUNTY, TX

Pacheco Koch6100 WESTERN PLACE, STE 1001
FORT WORTH, TX 76107
PHONE: (817) 412-7155**KEY TO FEATURES**

PROJECT SITE

NOTESBACKGROUND IMAGE FROM
BING AERIALS**DATUM**NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 42020 375 750
Feet
1 inch = 750 feet

March 22 2017



3/21/16

Warranty Deed with Vendor's LienScanned to
Britt's Computer
Hewitt
Deed & Vendor's
Lien**Date:** February 24, 2016**Grantor:** Daniel Coleman Hewitt and Laura Jean Hewitt, husband and wife**Grantor's Mailing Address:**4715 Lake side Dr
Colleyville, Tx 76034**Grantee:** Parker Area Investments, LLC**Grantee's Mailing Address:**P.O.Box 92
Aledo, TX 76008**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Ciera Bank in the principal amount of TWO HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$260,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Ciera Bank and by a first-lien deed of trust of even date from Grantee to J. Steven Bartley, Ciera Bank, P.O. Box 1565, Aledo, TX 76008, trustee.

Property (including any improvements):

18.379 acres tract of land out of the ELIZA OXER SURVEY, ABSTRACT No. 1031, Parker County, Texas: being all of those certain tracts of land conveyed to Hewitt in Volume 1432, Page 371 & 375, Official Public Records, Parker County, Texas: being further described by meets and bounds as follows:

BEGINNING at a found 1/2" iron rod in the called south right of way line of Bankhead Highway (a paved surface) at the northeast corner of WEST OAK HOMESITES, SECTION 3, an addition in Parker County, according to the plat as recorded in volume 360-A, Page 48, Plat Records, Parker County, Texas, for the northwest and beginning corner of this tract.

THENCE N 88°47'40" E 30.18 feet along the called south right of way line of said Bankhead Highway, to a found 1/2" iron rod with plastic cap stamped "CTLS," at the northerly common corner of said Hewitt tracts and that certain tract of land conveyed to Riverbend Development LP in Volume 2690, Page 1985, O.P.R.P.C.T., for the most northerly Northeast corner of this tract. WHENCE a found 1/2" iron rod at the northeast corner of said Riverbend Development tract bears N 86° 52' 59" E 604.86 feet.

THENCE with the common lines of said Hewitt tracts and said Riverbend Development tract the following: S 00° 42' 29" E 987.79 feet to a found 1/2" iron rod; N 73° 39' 01" E 516.58 feet to a found 1/2" iron rod; N 49° 56' 24" E 78.89 feet to a found 1/2" iron rod; N 86° 04' 34" E 35.16 feet to a found 1/2" iron rod; N 89° 28' 05" E 171.09 feet to a point in the west line of SHADOWCREEK RANCH, PHASE I, an addition in Parker County, according to the plat as recorded in Plat Cabinet B, Slide 794, P.R.P.C.T., at the southeast corner of a 3.573 acres tract of land as surveyed on the ground by Carter Surveying & Mapping, Inc. in May 2013 reference AN00681A, being that certain tract of land described in Volume 1464, Page 164, O.P.R.P.C.T., for the most easterly northeast corner of this tract. WHENCE a found 1/2" iron rod bears N 04° 50' 52" E 27.00 feet.

THENCE S 04° 50' 52"W232.68 feet along the west line of said SHADOWCREEK RANCH, PHASE I, to a found 1/2" iron rod for a corner of this tract.

THENCE S 00° 16' 19" E 852.78 feet along the west lines of said SHADOWCREEK RANCH, PHASE I, and SHADOW CREEK RANCH, PHASE II, an addition in Parker County, according to the plat as recorded in Plat Cabinet C, Slide 341, P.R.P.C.T., to a

found 1/2" iron rod, for the southeast corner of this tract.

THENCE S 88° 51' 07" W 764.37 feet along the north line of said SHADOWCREEK RANCH, PHASE II, to a 8' wood fence post, at the southeast corner of WEST OAK HOMESITES, SECTION 1, an addition in Parker County, according to the plat as recorded in Volume 360-A, Page 34, P.R.P.C.T., for the southwest corner of this tract. WHENCE a found "tall" 3/8" spike at the northeast corner of INDIAN SPRINGS, an addition in Parker County, according to the plat as recorded in Plat Cabinet B, Slide 229, P.R.P.C.T., bears S 88° 51' 07" W 104.38 feet.

THENCE N 00° 45' 41" W 1507.11 feet to a found 1/2" iron rod in a cactus plant, for the easterly common corner of said WEST OAK HOMESITES, SECTION 1, and said WEST OAK HOMESITES, SECTION 3, for a corner of this tract.

THENCE N 00° 43' 03" W 379.88 feet along the east line of said WEST OAK HOMESITES, SECTION 3, to the POINT OF BEGINNING.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

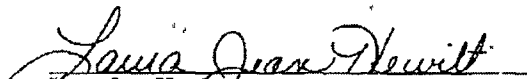
* Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Ciera Bank at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Ciera Bank and are transferred to Ciera Bank without recourse against Grantor.

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


Daniel Coleman Hewitt


Laura Jean Hewitt

Warranty Deed with Vendor's Lien

Date: February 24, 2016

Grantor: Daniel Coleman Hewitt and Laura Jean Hewitt, husband and wife

Grantor's Mailing Address:

4715 LAKE SIDE Dr
Colleyville, TX 76034

Grantee: Parker Area Investments, LLC

Grantee's Mailing Address:

P.O. Box 92
Aledo, TX 76008

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Ciera Bank in the principal amount of TWO HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$260,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Ciera Bank and by a first-lien deed of trust of even date from Grantee to J. Steven Bartley, Ciera Bank, P.O. Box 1565, Aledo, TX 76008, trustee.

Property (including any improvements):

18.379 acres tract of land out of the ELIZA OXER SURVEY, ABSTRACT No. 1031, Parker County, Texas: being all of those certain tracts of land conveyed to Hewitt in Volume 1432, Page 371 & 375, Official Public Records, Parker County, Texas: being further described by meets and bounds as follows:

BEGINNING at a found 1/2" iron rod in the called south right of way line of Bankhead Highway (a paved surface) at the northeast corner of WEST OAK HOMESITES, SECTION 3, an addition in Parker County, according to the plat as recorded in volume 360-A, Page 48, Plat Records, Parker County, Texas, for the northwest and beginning corner of this tract.

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found 1/2" iron rod, for the southeast corner of this tract.

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THENCE N 00° 43' 03" W 379.88 feet along the east line of said WEST OAK HOMESITES, SECTION 3, to the POINT OF BEGINNING.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

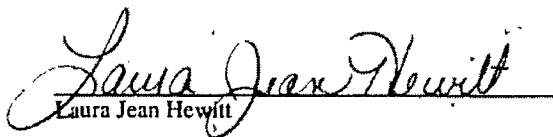
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Ciera Bank at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Ciera Bank and are transferred to Ciera Bank without recourse against Grantor.

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



Daniel Coleman Hewitt

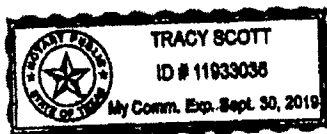


Laura Jean Hewitt

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on February 25, 2016
by Daniel Coleman Hewitt and Laura Jean Hewitt.



Tracy Scott
Notary Public, State of Texas
My commission expires: 9/30/2019

PREPARED IN THE OFFICE OF:

MCALISTER & GARCIA
2800 S. Hulen
Suite 210
Fort Worth, Texas 76109

AFTER RECORDING RETURN TO:

Parker Area Investments, LLC
P.O.Box 92
Aledo, TX 76008

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.

2025-183095-PV

Warranty Deed with Vendor's Lien

Date: April 26, 2016

Grantor: RIVERBEND DEVELOPMENT GROUP, L.P., a Texas limited partnership

Grantor's Mailing Address:

P.O. Box 1840
Willow Park, Texas 76087

Grantee: PARKER AREA INVESTMENTS, LLC, a Texas corporation

Grantee's Mailing Address: Record & Return To:

P. O. Box 92
Aledo, Texas 76008

Consideration:

Cash and a wraparound note ("Wraparound Lien Debt") of even date in the principal amount of SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$780,000.00) executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to PHIL L. ADAMS, trustee (collectively, the "Wraparound Lien").

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing

instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

To the extent they validly exist:

1. Vendor's lien and superior title retained in deed dated March 5, 2015, executed by River Bend Development Group to First National Bank of Weatherford, Bill Baker, Trustee, recorded in cc #2015-4382, filed March 9, 2015, correction filed March 10, 2015, recorded in cc#2015-4532 Real Property Records of Parker County, Texas, securing the payment of a note of even date in the principal amount of \$847,500.00.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

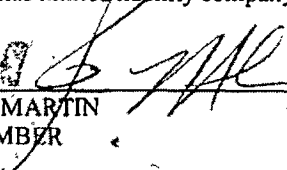
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

This conveyance is made subject to the prior lien ("Underlying Lien") in a deed of trust dated March 5, 2015, filed March 9, 2015, recorded in cc#2015-4382, correction filed March 10, 2015 in cc#2015-4532 of the real property records of Parker County, Texas, to BILL BAKER, trustee, of First National Bank of Weatherford which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of EIGHT HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$847,500.00). Grantee in this deed does not assume payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

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

RIVERBEND DEVELOPMENT GROUP, L.P.,
a Texas limited partnership

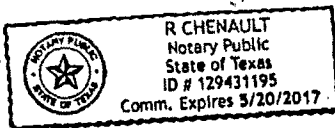
By: PYLE MARTIN GP, LLC,
a Texas limited liability company


BY: 
JIM MARTIN
MEMBER

STATE OF TEXAS)

COUNTY OF Parker)

This instrument was acknowledged before me on April 26, 2016, by JIM MARTIN, MEMBER of PYLE MARTIN GP, LLC, a Texas limited liability company, General Partner, on behalf of RIVERBEND DEVELOPMENT GROUP, L.P., a Texas limited partnership.




Notary Public, State of Texas

My commission expires: 5-20-17

PREPARED IN THE OFFICE OF:

ADAMS BENNETT DUNCAN & HENLEY
2745 Wind River Drive
Denton, Texas 76210
Tel: (940) 566-6221
Fax: (940) 566-4977

Grantees Address:

AFTER RECORDING RETURN TO:

Parker Area Investments LLC

PO Box 92

Alledo, TX 76008

EXHIBIT "A"

File Number: 2025-183095-RU

Being a 10.01 acre tract of land situated in the Eliza Oxer Survey, Abstract No. 1031, Parker County, Texas and being a portion of the Riverbend Development, LP tract as recorded in Volume 2690, Page 1985, Deed Records Parker County, Texas. Said 10.01 acre tract being more particularly described by metes and bounds as follows:

Beginning at a found 1/2 Inch Iron rod in the south line of East Bankhead Highway for the northwest corner of said Riverbend tract;

Thence North 87°32'46" East with the south line of East Bankhead Highway a distance of 293.64 feet to a set 1/2 Inch iron rod;

Thence South 05°33'57" East, leaving the East Bankhead Highway south line, a distance of 408.86 feet to a set 1/2 inch iron rod;

Thence South 89°54'02" East a distance of 152.13 feet to a set 1/2 inch Iron rod;

Thence North 72°49'52" East a distance of 157.51 feet to a point in the west line of the David Luffey tract as recorded in Volume 1464, Page 164, Deed Records Parker County, Texas (point falls within an existing pond);

Thence South 05°05'55" West with the Luffey west line a distance of 449.40 feet to a set 1/2 inch iron rod in the approximate centerline of creek for a point in the north line of the Daniel Hewitt tract as recorded in Volume 1139, Page 473, Deed Records Parker County, Texas;

Thence with the approximate centerline of creek and Hewitt north line South 86°43'12" West a distance of 34.06 feet to a set 1/2 inch iron rod;

Thence South 51°14'33" West with approximate centerline of creek and Hewitt north line a distance of 78.79 feet to a set 1/2 Inch Iron rod;

Thence South 74°09'29" West with approximate centerline of creek and Hewitt north line a distance of 515.94 feet to a set 1/2 inch iron rod for the southwest corner of said Riverbend tract;

Thence North 00°13'39" West, leaving the centerline of creek, a distance of 987.87 feet to the Point of Beginning and Containing 436,135 square feet, 10.01 acres of land, more or less.

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.

2025-183095-PV

Warranty Deed with Vendor's Lien

Date: April 26, 2016

Grantor: RIVERBEND DEVELOPMENT GROUP, L.P., a Texas limited partnership

Grantor's Mailing Address:

P.O. Box 1840
Willow Park, Texas 76087

Grantee: PARKER AREA INVESTMENTS, LLC, a Texas corporation

Grantee's Mailing Address: Record & Return To:

P. O. Box 92
Aledo, Texas 76008

Consideration:

Cash and a wraparound note ("Wraparound Lien Debt") of even date in the principal amount of SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$780,000.00) executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to PHIL L. ADAMS, trustee (collectively, the "Wraparound Lien").

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Jane Brunson

201608852
04/27/2016 04:03:45 PM
Fee: \$43.00
Jane Brunson, County Clerk
Parker County, Texas
DEED

ATTACHMENT D

CD OF DIGITAL DATA