



## **Filing Receipt**

**Filed Date - 2025-06-04 12:58:42 PM**

**Control Number - 58200**

**Item Number - 1**

PUC DOCKET NO. \_\_\_\_\_

PETITION OF WY LADERA, LLC TO §  
DECERTIFICATE AND AMEND A §  
PORTION OF THE CITY OF PARKER'S §  
WATER CERTIFICATE OF §  
CONVENIENCE AND NECESSITY NO. §  
10207 BY STREAMLINED EXPEDITED §  
RELEASE UNDER TEXAS WATER §  
CODE § 13.2541(b) AND 16 TEX. ADMIN. §  
CODE § 24.245(h) FOR A 47.374-ACRE §  
TRACT

BEFORE THE  
PUBLIC UTILITY COMMISSION  
OF TEXAS

**PETITION OF WY LADERA, LLC TO DECERTIFICATE  
AND AMEND A PORTION OF THE CITY OF PARKER'S WATER CERTIFICATE OF  
CONVENIENCE AND NECESSITY NO. 10207 BY STREAMLINED EXPEDITED  
RELEASE UNDER TEXAS WATER CODE § 13.2541(b) AND 16 TEX. ADMIN. CODE  
§ 24.245(h) FOR A 47.374-ACRE TRACT**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, WY Ladera, LLC ("Petitioner"), and files with the Public Utility Commission of Texas ("Commission") this Petition ("Petition") to Decertify and Amend Portions of the City of Parker's Water Certificate of Convenience and Necessity ("CCN") No. 10207 ("City of Parker CCN No. 10207") in Collin County, by Streamlined Expedited Release ("SER") under Tex. Water Code § 13.2541(b) and 16 Tex. Admin. Code § 24.245(h). In support thereof, Petitioner would respectfully show as follows:

**I. PETITION**

1. Tex. Water Code § 13.2541(b) and 16 TAC § 24.245(h) authorize the owner of a tract of land to petition the Commission for the streamlined, expedited release of all or a portion of that tract from the service area associated with a water and/or sewer CCN. Specifically, the Commission must grant a petition for streamlined expedited release of land from a CCN if the following conditions are met: (i) the tract of land to be released is at least twenty-five (25) acres in size; (ii) the tract of land is not receiving service of the type authorized by the CCN from which release is sought; (iii) at least a part of the tract of land is located within the service area of the

CCN from which release is sought; and (iv) the tract of land to be released is located in Collin County, which is a “qualifying county,” as such term is defined in 16 Tex. Admin. Code § 24.245(h)(2), and as explained below.

2. Based on the criteria established in Tex. Water Code § 13.2541(b) and 16 Tex. Admin. Code § 24.245(h), the Petitioner is entitled to the streamlined expedited release of 47.374 contiguous acres of land from the City of Parker CCN No. 10207, the entirety of which tract which is located in Collin County, Texas.

3. Specifically, Petitioner is owner in fee of 47.374 contiguous acres of land (“Tract”) which is located entirely within City of Parker CCN No. 10207. Petitioner seeks to remove from City of Parker CCN No. 10207 the entire Tract. A copy of the recorded Special Warranty Deed evidencing Petitioner’s ownership of the Tract is included with the Affidavit of Mr. John Delin, attached hereto as Exhibit A.

4. As required by 16 Tex. Admin. Code § 24.245(h)(3)(G), attached hereto is mapping in accordance with 16 Tex. Admin. Code § 24.245(k) and with the Commission’s “Streamlined Expedited Release Guidance,” available on the Commission’s website.

5. The mapping depicts the Tract as follows:

Exhibit B is a General Location map.

Exhibit C is a Detailed Location map.

Also included is Digital Data depicting the Tract.

6. As explained in Mr. Delin’s Affidavit attached hereto as Exhibit A, as of the date of filing of this Petition, the Tract is not receiving retail water service from the City of Parker or from any other entity.

7. Exhibit A through Exhibit C show that the Tract is located wholly in Collin County,

Texas. Collin County is included in the Commission's streamlined expedited release "Approved List of Counties" available on the Commission's website, demonstrating that Collin County is a qualifying county, meeting the requirements of 16 TAC § 24.245(h)(2).

8. Simultaneously with the filing of this Petition with the Commission, the Petitioner is serving a copy of the Petition on the City of Parker. Attached hereto is Exhibit D, which is proof that a copy of the Petition is being mailed to the City of Parker at the addresses listed in the Commission's Water Utility Database, via certified mail, return receipt requested on the same day Petitioner is submitting this Petition to the Commission.

## **II. CONCLUSION AND PRAYER**

For the foregoing reasons, Petitioner respectfully requests that: (i) this Petition be deemed properly filed with the Commission; (ii) this Petition be granted in all respects as provided under Tex. Water Code § 13.2541(b) and 16 Tex. Admin. Code § 24.245(h) as all requirements stated therein have been met; (iii) the Commission enter an order releasing from City of Parker CCN No. 10207 the entirety of Tract which is within City of Parker CCN No. 10207; and (iv) all other orders, acts, procedures, and relief be granted as are necessary and proper to the release the Tract from City of Parker CCN No. 10207.

Respectfully submitted,

*Courtney Conner*

Courtney Conner

State Bar No. 24143971

Derek Seal

Texas Bar No. 00797404

MCGINNIS LOCHRIDGE, LLP

1111 W. 6th Street, Bldg. B, Suite 400

Austin, Texas 78703

Telephone: 512-495-6175

Facsimile: 512-505-6375

[dseal@mcginnislaw.com](mailto:dseal@mcginnislaw.com)

[cconner@mcginnislaw.com](mailto:cconner@mcginnislaw.com)

**ATTORNEYS FOR PETITIONER**

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the above and foregoing document was served on the parties indicated below as required by order or in accordance with 16 Tex. Admin. Code § 22.74.

Via Certified Mail, Return Receipt Requested  
City of Parker  
5700 E Parker Rd.  
Allen, Texas 75002-6767

Via Certified Mail, Return Receipt Requested  
5700 E. Parker Road  
Parker, Texas 75002

Catherine Clifton  
Gannaway Clifton, PLLC  
1121 Carroll Ave., Suite 240  
Southlake, Texas 76092  
[cc@gannawayclifton.law](mailto:cc@gannawayclifton.law)

  
Courtney Conner

# **Exhibit A**

## **Affidavit of John Delin**

PUC DOCKET NO. \_\_\_\_\_

PETITION OF WY LADERA, , LLC TO §  
AMEND A PORTION OF THE CITY OF §  
PARKER'S WATER CERTIFICATE OF §  
CONVENIENCE AND NECESSITY §  
NO. 10207 BY STREAMLINED §  
EXPEDITED RELEASE UNDER TEXAS §  
WATER CODE § 13.2541(b) and 16 TEX. §  
ADMIN. CODE § 24.245(h) FOR A 47.374- §  
ACRE TRACT §

BEFORE THE  
PUBLIC UTILITY COMMISSION  
OF TEXAS

**AFFIDAVIT OF JOHN DELIN**

On this day, appeared before me John Delin, and stated:

"My name is John Delin. I am more than twenty-one (21) years of age and capable of making this affidavit. I have personal knowledge of the facts stated herein, which are true and correct.

1. I am a Managing Member of WY Ladera, LLC, which owns a 47.374-acre tract (the "Tract") of property that lies within the City of Parker's Water Certificate of Convenience and Necessity ("CCN") No. 10207 in Collin County, Texas ("City of Parker CCN No. 10207").

2. I have read and I am familiar with the contents of the *Petition of WY Ladera, LLC to Amend a Portion of the City of Parker's Water Certificate of Convenience and Necessity No. 10207 by Streamlined Expedited Release Under Texas Water Code § 13.2541(b) and 16 Texas Administrative Code 24.245(h) for a 47.374-Acre Tract* filed in the above referenced docket (the "Petition"), which was prepared at my direction.

3. The Tract is fully described by the Special Warranty Deed included as Attachment 1 to this Affidavit, which includes a metes and bounds description of the Tract.

4. As stated therein, the Petition is being submitted under Tex. Water Code § 13.2541(b) and 16 Tex. Admin. Code § 24.245(h).



5. As demonstrated in Attachment 1 attached hereto, which is the Special Warranty Deed for the Tract filed and recorded in the official public records of Collin County, the size of the Tract is 47.374 acres, which is at least 25 acres in size.

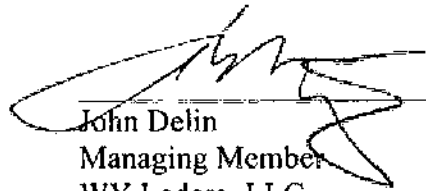
6. Attached as exhibits to the Petition are mapping which depicts the Tract and demonstrate that the Tract lies entirely within City of Parker CCN No. 10207.

7. As demonstrated in Attachment 1 attached hereto, which is the Special Warranty Deed for the Tract, the Tract is located entirely within Collin County, which is a qualifying county for purposes of the Petition.

8. As of the date of this affidavit, the portion of the Tract within City of Parker CCN No. 10207 is not currently receiving water service from the City of Parker or from any other entity.

9. I affirm that the facts stated in the Petition are true and correct, including the mapping and Exhibits included with the Petition which are incorporated herein by reference.

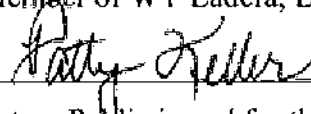
10. I request on behalf of WY Ladera, LLC that the Public Utility Commission of Texas release from City of Parker CCN No. 10207 the portion of the Tract within City of Parker CCN No. 10207.”

  
\_\_\_\_\_  
John Delin  
Managing Member  
WY Ladera, LLC

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me, the undersigned authority, this 3<sup>rd</sup> day of June, 2025, by John Delin, Managing Member of WY Ladera, LLC, on behalf of said entity.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**Exhibit 1A**  
**Special Warranty Deed**

**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.**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
(with Mineral Reservation)**

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

NANCY MONROE CARR, ALFRED F. MONROE, JR., JOHN STANLEY MONROE, and NAN LAWRENCE, individually and as SUCCESSOR INDEPENDENT EXECUTOR OF THE ESTATE OF MICHAEL ALLEN MONROE, deceased ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Grantor by WY LADERA LLC, a Texas limited liability company, having an address at 361 W. Byron Nelson Blvd., Suite 104, Roanoke, Texas 76262 ("**Grantee**"), and in further consideration of the execution and delivery by of a promissory note (the "**Note**") dated as of even date herewith in the principal amount set forth therein payable to the order of PINNACLE BANK ("**Lender**"), the payment of which is secured by a vendor's lien herein retained, and additionally secured by that certain Deed of Trust (the "**Deed of Trust**") dated as of even date herewith, to Ronny D. Korb, as Trustee, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain land (the "**Land**") situated in Collin County, Texas, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with (a) any metal and other barns, any structures, and any other improvements situated or located thereon, (b) all rights, title and interests of Grantor in and to any easements, leases, rights-of-way, rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, in front of, abutting, adjoining or benefitting the Land and improvements, and (c) all rights, title and interests of Grantor in and to all utilities, sewage treatment capacity and water capacity, if any, to serve or which will serve the Land and improvements (the Land, improvements, appurtenances and all of the foregoing set forth in clauses (a) through (c) are hereinafter collectively referred to as the "**Property**").

This conveyance and the warranties of title contained herein are expressly made subject only to those certain encumbrances, easements and other matters more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"), but only to the extent that such Permitted Exceptions are valid, subsisting and, in fact, affect the Property.

GRANTOR HEREBY EXCEPTS FROM THIS CONVEYANCE and hereby reserves unto Grantor and Grantor's successors and assigns (i) all of the oil, gas and other minerals (collectively, "**Minerals**") that are owned by Grantor in and under and that may be produced from

the Land, and (ii) all of any royalty payable under any existing mineral lease covering any part of the Land (collectively, the "**Mineral Estate**"); provided, however, that Grantor expressly releases to Grantee and Grantee's successors and assigns and waives, on behalf of Grantor and Grantor's successors and assigns, all rights of ingress and egress and all other rights of every kind and character, to enter upon or to use the surface of the Land for any and all uses and purposes including any uses relating to the Mineral Estate and for exploring for, developing, drilling, producing, transporting, storing or any other purpose incident to the development or production of the Minerals in, on or under the Land; provided further, that this surface waiver shall not be construed to limit or negate the right of Grantor to lease, develop and or produce Minerals from the Land by pooling or unitization of the Land with other lands or by utilizing directional or horizontal drilling methods from surface locations on lands other than the Land or by any other development method that does not involve utilization of the lateral surface of the Land provided that such drilling and other activities in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Land.

Grantor and Grantee agree that Grantee will use the name "Monroe Lake" as the name of the lake which currently exists on the Property. This lake name will not be changed and is a restriction running with the Property.

THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, FOR THE CONSIDERATION RECITED HEREIN, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE GIVEN ABOVE, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR GUARANTY WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY AS TO THE PROPERTY'S CONDITION, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, FREEDOM FROM DEFECTS OR CONTAMINATION (WHETHER OR NOT DETECTABLE BY INSPECTION), COMPLIANCE WITH ZONING OR OTHER LEGAL REQUIREMENTS OR AS TO THE AVAILABILITY OR EXISTENCE OF ANY UTILITY OR OTHER GOVERNMENTAL OR PRIVATE SERVICES OR AS TO THE AMOUNT OF TAXES ASSESSED TO THE PROPERTY. GRANTEE, ON BEHALF OF ITSELF AND ALL FUTURE OWNERS AND OCCUPANTS OF THE PROPERTY, HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES AND RELEASES GRANTOR OF AND FROM ANY AND ALL ACTUAL OR POTENTIAL RIGHTS OR CLAIMS GRANTEE MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, ANY CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE, OR FOR RECOVERY OF COSTS ASSOCIATED WITH CONDUCT OF ANY VOLUNTARY ACTION OR ANY REMEDIAL

RESPONSES, CORRECTIVE ACTION OR CLOSURE UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS.

TO HAVE AND TO HOLD the Property (subject to the foregoing) unto Grantee and Grantee's successors and assigns forever, and Grantor (except with respect to the above-described property as to which Grantor has expressly provided as being conveyed without warranty) does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above-described Property until the above-described Note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute. In consideration of the payment of the sum evidenced by the Note, Grantor hereby transfers, sets over, assigns and conveys to Lender and its successors and assigns, the vendor's lien and superior title herein retained and reserved against the Property herein conveyed, in the same manner and to the same extent as if the Note had been executed in Grantor's favor and by Grantor assigned to Lender, without recourse.

**[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW]**

EXECUTED to be effective as of the 22<sup>nd</sup> day of July, 2024.

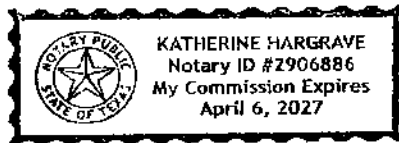
**GRANTOR:**

Nancy Monroe Carr  
Nancy Monroe Carr

STATE OF Texas §  
§  
COUNTY OF Bexar §

Before me, the undersigned officer, on this day personally appeared Nancy Monroe Carr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18<sup>th</sup> day of July, 2024.



Notary Public, State of Texas

EXECUTED to be effective as of the 22<sup>nd</sup> day of July, 2024.

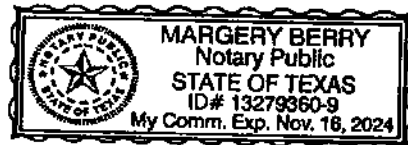
**GRANTOR:**

Alfred F. Monroe, Jr.  
Alfred F. Monroe, Jr.

STATE OF Texas §  
§  
COUNTY OF Dallas §

Before me, the undersigned officer, on this day personally appeared Alfred F. Monroe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of July, 2024.



Margery Berry  
Notary Public, State of Texas



EXECUTED to be effective as of the 22<sup>nd</sup> day of July, 2024.

**GRANTOR:**

Elizabeth Nan Lawrence  
Elizabeth Nan Lawrence, individually and as  
Successor Independent Executor of the  
Estate of Michael Allen Monroe, deceased

STATE OF Oklahoma  
COUNTY OF Oklahoma

Before me, the undersigned officer, on this day personally appeared Elizabeth Nan Lawrence, individually and as Successor Independent Executor of the Estate of Michael Allen Monroe, deceased, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 18 day of July, 2024.



[Signature]  
Notary Public, State of Oklahoma

EXECUTED to be effective as of the 22<sup>nd</sup> day of July, 2024.

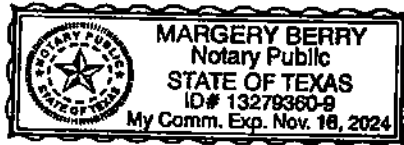
**GRANTOR:**

John Stanley Monroe  
John Stanley Monroe

STATE OF Texas §  
                                  §  
COUNTY OF Dallas §

Before me, the undersigned officer, on this day personally appeared John Stanley Monroe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of July, 2024.



Margery Berry  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
WY LADERA, LLC  
361 W. Byron Nelson Blvd., Suite 104  
Roanoke, Texas 76262  
Attention: John Delin

SEND TAX NOTICES TO:  
WY LADERA, LLC  
361 W. Byron Nelson Blvd., Suite 104  
Roanoke, Texas 76262  
Attention: John Delin

**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

All that certain lot, tract, or parcel of land, situated in a portion of the W. Patterson Survey, Abstract No. 716, City of Wylie, Collin County, Texas, being part of that certain called 9.61 acre tract described as Tract 1, a called 26.46 acre tract described as Tract 2 and a called 43 acre tract described as Tract 3 in a deed to Alfred Fall Monroe recorded in Volume 1569, Page 328 of the Deed Records of Collin County, Texas (DRCCT), and being more completely described as follows, to-wit:

BEGINNING at a TXDOT monument found for the Southeast corner of a called 0.9 acre tract described in a deed to Patna Properties LLC recorded in Instrument No. 20190724000874050 (DRCCT), being in the North line of said 9.61 acre tract, and being in the West right-of-way line of Country Club Road (variable width right-of-way) recorded in Instrument No. 20090707000845190 and Inst. No. 20081217001420690 (DRCCT);

THENCE South 01 deg. 16 min. 37 sec. East departing said North line and continue along the said West right-of-way line, a distance of 486.39 feet to a 1/2" capped iron rod set stamped "GMCIVIL", hereinafter referred to as 1/2" capped iron rod set;

THENCE South 00 deg. 59 min. 12 sec. East along said West right-of-way line, a distance of 211.73 feet to a 1/2" capped iron rod set in North line of Lot 1, Block A of Rita Smith Elementary School recorded in Volume 2007, Page 459 of the Plat Records of Collin County, Texas (PRCCT), from which a 1/2" iron rod found bears North 15 deg. 32 min. 40 sec. West - 12.00 feet;

THENCE South 86 deg. 26 min. 44 sec. West departing said West right-of-way line and continue along said North line, a distance of 2,129.99 feet to a 1/2" capped iron rod set for the Northwest corner of said Lot 1, Block A, being in the West line of said 43 acre tract and being in the East line of Lot 20, Block 8 of Creekside Estates, Phase VII recorded in Volume 2015, Page 45 (PRCCT);

THENCE North 02 deg. 37 min. 05 sec. East along said East and West lines, at 104.94 feet pass a 5/8" iron rod found 1.60 feet left of the property line, continue a total distance of 257.41 feet to a 5/8" iron rod found for an ell corner of said 43 acre tract and being the Northeast corner of said Lot 20, Block 8;

THENCE South 89 deg. 06 min. 19 sec. West along the South line of said 43 acre tract, the North line of said Lot 20, Block 8 and the North line of Kingsbridge, Phase I recorded in Volume 2015, Page 461 (PRCCT), a distance of 522.23 feet to a 1/2" iron rod found for the most westerly Southwest corner of said 43 acre tract, and an ell corner of said Kingsbridge, Phase I;

THENCE North 01 deg. 04 min. 37 sec. West along an East line of said Kingsbridge, Phase I, the East line of Lot 5, Block C of Kingsbridge recorded in Volume 2015, Page 126 (PRCCT), and the West line of said 43 acre tract, a distance of 306.65 feet to a 3/4" iron rod found in a barbed wire fence, from which another 3/4" iron rod found bears North 84 deg. 02 min. 14 sec. West - 0.78 feet;

THENCE North 01 deg. 22 min. 41 sec. West along the East line of said Lot 5, Block C, the West line of said 43 acre tract, and the West line of said 9.61 acre tract, a distance of 412.02 feet to a 3/8" iron rod found for the Northwest corner of said 9.61 acre tract and the Southwest corner of a called 1.485 acre tract described in a deed to Michael C. Rains & Kathleen M. Rains recorded in Volume 4013, Page 731 (DRCCT);

THENCE North 89 deg. 43 min. 47 sec. East departing said East line and continue along the North line of said 9.61 acre tract and the South line of said 1.485 acre tract, at 204.92 feet pass a 3/8" iron rod found for the Southeast corner of said 1.485 acre tract and the Southwest corner of a called 1.389 acre tract described in a deed to Katherine Yvonne Pogue & Douglas Farral Pogue recorded in Instrument No. 20120403000387990 (DRCCT), continue along said North line and the South line of said 1.389 acre tract, continue along said North line, at 714.92 feet pass a 5/8" iron rod found for the Southeast corner of a called 1.160 acre tract described in a deed to Keith Spurgin & Susan Spurgin recorded in Instrument No. 20121008001274120 (DRCCT) and the Southwest corner of a called 1.121 acre tract described in a deed to Clinton A. Monroe & Christine A. Monroe recorded in Instrument No. 20180906001124690 (DRCCT), continue along said North line and the South line of said 1.121 acre tract, at 869.92 feet pass a 1/2" iron rod found for the Southeast corner of said 1.121 acre tract and the Southwest corner of a called 1.27 acre tract described in a deed to Michael P. Lundeen recorded in Instrument No. 19930315000186050 (DRCCT), continue along said North line and the South line of said 1.27 acre tract a total distance of 1,214.53 feet to a 1/2" capped iron rod set for the most northerly Northeast corner of said 9.61 acre tract, the Southeast corner of a called 1.220 acre tract described in a deed to John E. Minick & Janet Minick recorded in Volume 1693, Page 320 (DRCCT) and being in the West line of a called 3.3782 acre tract described in a deed to Brandon A. Thomas & Christina M. Thomas recorded in Instrument No. 20190724000878010 (DRCCT), from which a 1/2" iron rod found (leaning) bears North 31 deg. 53 min. 30 sec. West - 1.74 feet and from which a 1/2" iron rod found for the Northwest corner of said 3.3782 acre tract bears North 01 deg. 16 min. 55 sec. West - 81.16 feet;

THENCE South 01 deg. 16 min. 55 sec. East along the East line of said 9.61 acre tract and said West line, a distance of 182.40 feet to a point for corner for an ell corner of said 9.61 acre tract and the Southwest corner of said 3.3782 acre tract;

THENCE North 87 deg. 45 min. 50 sec. East along the North line of said 9.61 acre tract and the South line of said 3.3782 acre tract, at 49.50 feet pass a 1/2" iron rod found for reference to the previously mentioned point for corner, continue a total distance of 530.16 feet to a 1/2" iron rod found for the most southerly Southeast corner of said 3.3782 acre tract and the Southwest corner of a called 2.23 acre tract described in a deed to John Michael Pototschnik & Marcia J. Pototschnik recorded in Volume 869, Page 353 (DRCCT);

THENCE North 88 deg. 34 min. 00 sec. East along said North line and the South line of said 2.23 acre tract, a distance of 417.09 feet to a 60D nail found for the Southeast corner of said 2.23 acre tract and the Southwest corner of a called 8.538 acre tract described in a deed to Bradley M. Webb & Elizabeth R. Webb recorded in Volume 5833, Page 2043 (DRCCT);

THENCE North 88 deg. 54 min. 40 sec. East along said North line and the South line of said 8.538 acre tract, a distance of 281.87 feet to a 1" iron pipe found for the Southeast corner of said 8.538 acre tract;

THENCE North 89 deg. 11 min. 28 sec. East along said North line, a distance of 190.39 feet to the POINT OF BEGINNING, containing 2,063,613 square feet or 47.374 acres of land, more or less., more or less.

**EXHIBIT B****PERMITTED EXCEPTIONS**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not.
2. Easement executed by L.H. McCreary to American Telephone & Telegraph Company, dated October 27, 1926, filed March 16, 1927, recorded in Volume 266, Page 512, Deed Records, Collin County, Texas; as noted on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
3. Easement executed by L.H. McCreary and Maude McCreary to Texas Power & Light Company, dated June 4, 1936, filed January 28, 1937, recorded in Volume 311, Page 223, Deed Records, Collin County, Texas; and as shown on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
4. Easement executed by L.H. McCreary and Maude McCreary to Texas Power & Light Company, dated June 4, 1936, filed January 28, 1937, recorded in Volume 311, Page 225, Deed Records, Collin County, Texas; and as shown on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
5. Easement executed by Mrs. M.C. Stinson to Texas Power & Light Company, dated December 17, 1937, filed April 8, 1938, recorded in Volume 318, Page 83, Deed Records, Collin County, Texas; and noted on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
6. Drainage Easement executed by Alfred Fall Monroe to the City of Wylie, dated February 25, 2009, filed July 7, 2009, recorded under Clerk's File No. 20090707000845210, Official Public Records, Collin County, Texas; and shown on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
7. Easement executed by the Estate of Alfred Fall Monroe to Wylie Northeast Special Utility District, dated February 7, 2018, filed March 15, 2018, recorded under Clerk's File No. 20180315000320120, Official Public Records, Collin County, Texas; and shown on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
8. Encroachment or protrusion of fences across property lines, as shown on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.
9. Overhead power lines and poles over east and north property lines, as shown on survey dated January 29, 2024 prepared by John N. Rogers, Registered Professional Land Surveyor No. 6372, Job No. 24001.

**Collin County  
Honorable Stacey Kemp  
Collin County Clerk**

---

**Instrument Number:** 2024000088510

eRecording - Real Property

DEED

Recorded On: July 22, 2024 03:43 PM

Number of Pages: 11

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

Total Recording: \$61.00

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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: 2024000088510

Receipt Number: 20240722000828

Recorded Date/Time: July 22, 2024 03:43 PM

User: Abby H

Station: Station 7

**Record and Return To:**

CSC



**STATE OF TEXAS  
COUNTY OF COLLIN**

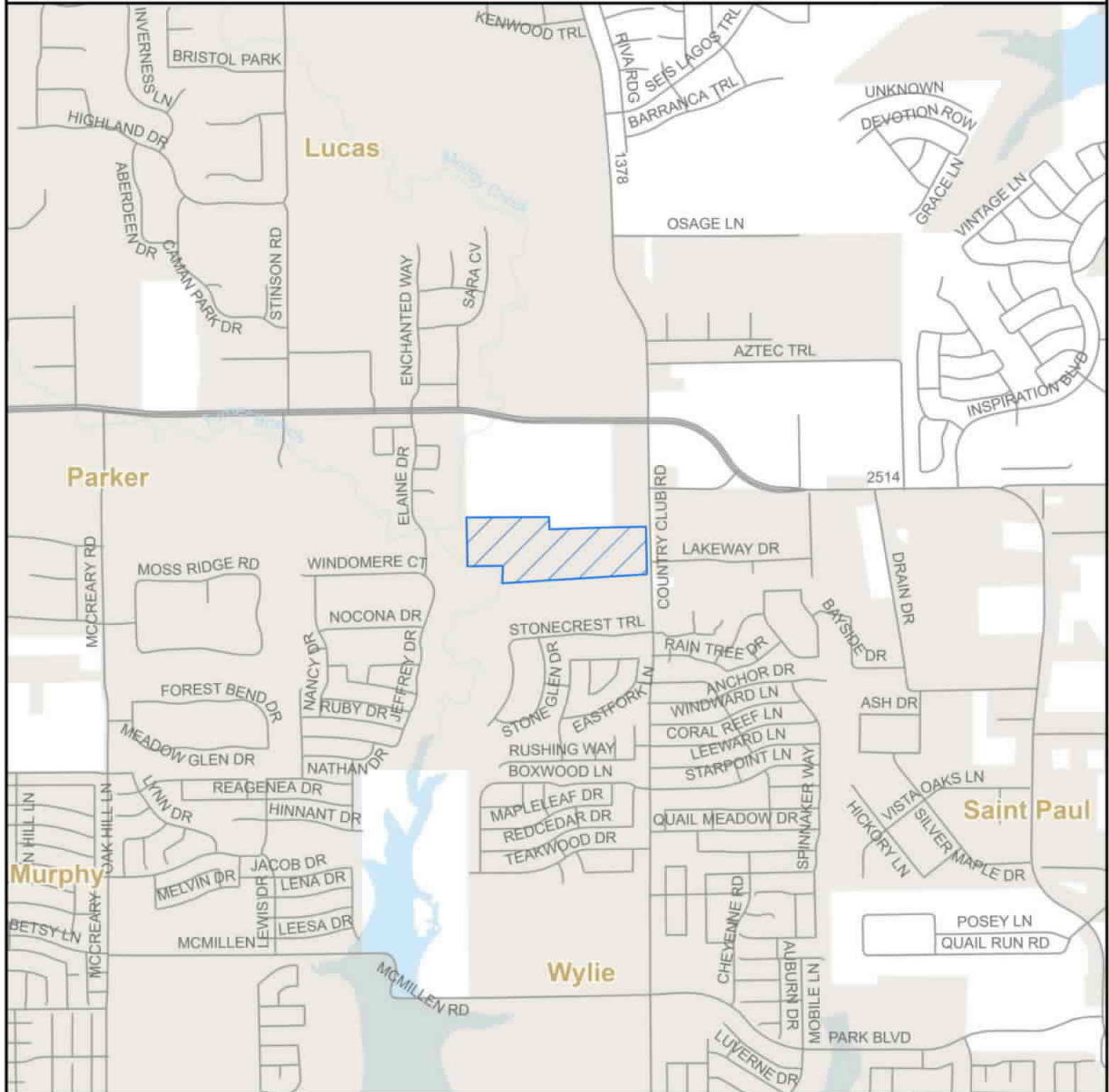
**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX

**Exhibit B**


**General Location Map**

# Decertify a Portion of City of Parker (CCN No. 10207) in Collin County



General Location Map (Water)

## Legend

 Requested Area to Decertify

Date Created: 6/3/2025



**GM civil**  
Engineering & Surveying

2559 SW Grapevine Pkwy.  
Grapevine, Texas 76051 - 817.329.4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700



0 1,000 2,000  
Feet



**Exhibit C**  
**Detailed Location Map**

# Decertify a Portion of City of Parker (CCN No. 10207) in Collin County



Detailed Map (Water)

## Legend



Requested Area to  
Decertify



**GMcivil**  
Engineering & Surveying

2559 SW Grapevine Pkwy.  
Grapevine, Texas 76051 - 817.329.4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700



0 500 1,000  
Feet

Date Created: 6/3/2025

Path: E:\24001 - Ladera Wylie\COGO\CCN\24001-LADERA WYLIE-WATER CCN\24001-LADERA WYLIE-WATER CCN.aprx

## **Exhibit D**



Derek Seal  
McGINNIS LOCHRIDGE  
1111 W. 6th St., Bldg. B, Ste. 400  
Austin, TX 78703

**CERTIFIED MAIL®**  
PS Form 3811, 1000, 3/2015

**USPS CERTIFIED MAIL**



9214 7904 3910 0149 3811 51

FIRST-CLASS



**US POSTAGE** PAID BY ADDRESSEE

ZIP 78703  
02 74  
0006203387 JUN 04 2025  
**\$ 011.26<sup>0</sup>**

**REORDER CAT. NO. 3098**  
9214 7904 3910 0149 3811 51  
PS Form 3811 Facsimile, July 2015

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
Derek Seal McGINNIS LOCHRIDGE 1111 W. 6th St., Bldg. B, Ste. 400 Austin, TX 78703		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input checked="" type="checkbox"/> Signature	
Article Addressed to: City of Parker 5700 E. Parker Road Allen, TX 75002-6767		B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below:  E. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery	
Article Number (Transfer from service label) 9214 7904 3910 0149 3811 51		Domestic Return Receipt	

City of Parker  
5700 E. Parker Road  
Allen, TX 75002-6767

Derek Seal  
McGINNIS LOCHRIDGE  
1111 W. 6th St., Bldg. B, Ste. 400  
Austin, TX 78703

FEED

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Derek Seal McGINNIS LOCHRIDGE 1111 W. 6th St., Bldg. B, Ste. 400 Austin, TX 78703		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
2. Article Number (Transfer from service label) 9290 9904 3910 0149 3811 75		B. Received by (Printed Name) C. Date of Delivery	
3. Article Addressed to: Catherine Clifton Gannaway Clifton, PLLC 1121 Carroll Ave., Suite 240 Southlake, TX 76092		D. Is delivery address different from item 1? If YES, enter delivery address below:	
4. Article Number (Transfer from service label) 9214 7904 3910 0149 3811 75		E. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Restricted Delivery	

PS Form 3811 Facsimile, July 2015 Domestic Return Receipt

**CERTIFIED MAIL**  
USPS CERTIFIED MAIL  
9214 7904 3910 0149 3811 75

Catherine Clifton  
Gannaway Clifton, PLLC  
1121 Carroll Ave.,  
Suite 240  
Southlake, TX 76092

FIRST-CLASS  
US POSTAGE  
ZIP 78703  
02 7H  
0006203387  
\$ 011.26<sup>9</sup>  
JUN 04 2025

The following files are not convertible:

Requested\_Area.cpg  
Requested\_Area.dbf  
Requested\_Area.idx  
Requested\_Area.prj  
Requested\_Area.sbn  
Requested\_Area.sbx  
Requested\_Area.shp  
Requested\_Area.shp.xml  
Requested\_Area.shx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.