

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS GRANTING THE CONVEYANCE OF AN INGRESS AND EGRESS EASEMENT AGREEMENT ON CITY PROPERTY TO MICHAEL AND LOUISE STUBBLEFIELD AT 3508 E. PFLUGERVILLE PARKWAY, PFLUGERVILLE, TEXAS 78660, ON A 23.442 ACRE TRACT OF LAND OUT OF THE E. KIRKLAND SURVEY NO. 7 IN TRAVIS COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED IN A DEED TO THE CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2006072986 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**WHEREAS**, the City Charter, Section 3.14., requires a ordinance to convey or lease or authorize the conveyance or lease of any city land; and

**WHEREAS**, the City purchased a 23.442 acre tract of land from Robert Thomas Nicholas and Sally Nicholas on April 12, 2006 for the purposes of the realignment of East Pflugerville Parkway, east of SH 130 and west of Weiss Lane, and the construction of Lake Pflugerville associated with the Colorado River Water Supply project; and

**WHEREAS**, with the realignment of East Pflugerville Parkway, the City constructed two driveways on behalf of Michael and Louise Stubblefield in order to provide their property, located at 3508 E. Pflugerville Parkway, physical access to the public roadway, E. Pflugerville Parkway; and

**WHEREAS**, Michael and Louise Stubblefield have requested the formal conveyance of an ingress and egress easement that traverses the City's 23.442 acre tract of land out of the E. Kirkland Survey No. 7 in Travis County, Texas; and more particularly described in a deed to the City of Pflugerville, of record in document number 2006072986 of the official public records of Travis County, Texas; and

**WHEREAS**, the City Council has determined the granting of said limited use easement agreement does not hinder the use of the city owned lot but furthers and serves a public purpose;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, THAT:

The City Council of the City of Pflugerville hereby authorizes the City Attorney to prepare all documents necessary to convey an ingress and egress easement in the form attached hereto and the City Manager to execute any such document on behalf of the City.

I. Description.

The easement attached and described by metes and bounds and illustrated in Exhibit "A" is a nonexclusive limited use easement for the sole purpose of ingress and egress from the

benefitted property, 3508 E. Pflugerville Parkway, to the Public Road, Pflugerville Parkway. Such ingress and egress shall be limited to vehicular and pedestrian traffic generated by the current use of the property, which is "single-family residential." Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments, into the Easement Property, that may directly and negatively, impact Grantee's ingress and egress to and from the Benefitted Property. Grantee has the right to maintain, repair, replace, and remove the Facilities across any portion of the Easement Property; provided: (i) such maintenance, repair, replacement or removal is approved by the Grantor, such approval not to be unreasonably withheld; (ii) Grantee is compliance with all terms and conditions of this Agreement; and (iii) Grantee is in compliance with all City of Pflugerville ordinances, resolutions, rules and regulations and all applicable Federal, State, and County laws.

## II. City's Reservation of Rights

Grantee's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Grantee, for any purpose, as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose. This reservation shall include the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of the easement agreement.

## III. Severability.

If any provision of the Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of the Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

## IV. Effective Date.

This Ordinance will take effect upon its adoption by the City Council and publication of the caption hereof in accordance with Section 3.15(d) of the City Charter.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF PFLUGERVILLE,  
TEXAS

By: \_\_\_\_\_  
JEFF COLEMAN, Mayor

ATTEST:

\_\_\_\_\_  
KAREN THOMPSON, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney