

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

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS GRANTING THE USE OF CITY PROPERTY BY EASEMENT TOTALING APPROXIMATELY 0.045 ACRES (1,959 SQUARE FOOT) OF LAND OUT OF THE NATHAN MOORE SURVEY NO.45 IN TRAVIS COUNTY, TEXAS; BEING A PORTION OF SAID 19.71 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO THE CITY OF PFLUGERVILLE, TEXAS RECORDED IN VOLUME 9482, PAGE 894 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS SAID 0.045 ACRE (1,959 SQUARE FOOT) PARCEL.

**WHEREAS**, the City Charter, Section 3.14, requires an ordinance to convey or lease or authorize the conveyance or lease of any city land and Section 10.01 states that right of control or use of city public property can be transferred only by ordinance; and

**WHEREAS**, Oncor Electric Delivery Company LLC, a Delaware limited liability company is currently planning to modify the existing transformer to allow for the additional electricity required to power the improvements constructed as part of the expansion of the Central Waste Water Treatment Plant Expansion Phase I Improvements and has requested an Easement (“Easement”), attached as **Exhibit A**; and

**WHEREAS**, the City has reviewed the plans and permitted the project in accordance with all federal, state and local rules and regulations applicable to this project; and

**WHEREAS**, the City Council has determined the granting of said Easement, and the terms and conditions set out therein, does not hinder the long-term use or development of the city-owned property for public purposes; and

**WHEREAS**, the City finds providing this Easement substantially advances a legitimate interest of the City in assisting with timely and efficient critical infrastructure improvements for its citizens.

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 and City Manager to prepare all documents necessary to execute the Easement in the form attached hereto and as further modified if and as required in connection with the Project and the City Manager to execute any such document on behalf of the City.

I. Description.

The Easement attached in **Exhibit A** is a limited use agreement for the sole purpose of providing a permanent work space for Oncor Electric Delivery Company LLC, a Delaware limited liability company and their subcontractors, subject to the terms and

conditions pursuant to the Easement. All such use of the leased premises shall be consistent with any and all applicable City ordinances, standards and policies.

II. 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.

III. 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 \_\_\_\_\_, 2021.

CITY OF PFLUGERVILLE, TEXAS

By: \_\_\_\_\_  
VICTOR GONZALES, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Zech  
Denton Navarro Rocha Bernal & Zech P.C.

PT # 2021-0679  
District: KRT RRK  
WR #: 3504421  
ER #303713

**EASEMENT AND RIGHT OF WAY**

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That **City of Pflugerville Texas, a home rule municipality** , hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED)**

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area except as otherwise agreed to between Grantor and Grantee; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances except as otherwise agreed to between Grantor and Grantee; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Pflugerville Texas, a home rule municipality

By: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, 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, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2021.

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

After recording, return to:  
Oncor Electric Delivery Company  
Land Records  
115 W. 7<sup>th</sup> Street, Suite 1017  
Ft. Worth, Texas 76102

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**



**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
Effective Date: September 21, 2009

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**6.3.1 Facilities Extension Agreement**

WR Number: 3504421

Transaction ID: 12411

This Agreement is made between City of Pflugerville, TX, hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location 15500 Sun Light Near Way, Pflugerville, TX 78660  
City of Pflugerville Central Wastewater Treatment Plant

The Company has received a request for the extension of: (check all that apply)

**STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of 575 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as 277/480 volts at 60 hertz, with reasonable variation to be allowed.

**STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve:

                     All-electric residential lot(s)/apartment units, or  
(Number of lots/units)

                     Electric and gas residential lot(s)/apartment units.  
(Number of lots/units)

The Delivery System facilities installed hereunder will be of the character commonly described as                      volt,                      phase, at 60 hertz, with reasonable variation to be allowed.

**NON-STANDARD DELIVERY SYSTEM FACILITIES**

Company shall extend/install the following non-standard facilities:

**ARTICLE I - PAYMENT BY CUSTOMER**

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$0.00 as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company. Subject to provisions in Article V.

**ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES**

This article, Article II, applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of Company's meter. The installation of a Company meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

**Tariff for Retail Delivery Service**  
**Oncor Electric Delivery Company LLC, a Delaware limited liability company**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 2 of 2

**ARTICLE III - TITLE AND OWNERSHIP**

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

**ARTICLE IV - GENERAL CONDITIONS**

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule \_\_\_\_\_ secondary service \_\_\_\_\_, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

**ARTICLE V – OTHER SPECIAL CONDITIONS**

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

Easement and ROW provided by the city to Oncor at no cost. All civil by customer.

ACCEPTED BY COMPANY:

Oncor Electric Delivery Company LLC

\_\_\_\_\_  
Oncor Representative - Signature

\_\_\_\_\_  
Oncor Representative – Printed Name

\_\_\_\_\_  
Oncor Representative - Title

\_\_\_\_\_  
Date

ACCEPTED BY CUSTOMER:

\_\_\_\_\_  
City of Pflugerville, TX

\_\_\_\_\_  
Customer / Company Name

  
\_\_\_\_\_  
Customer Representative Signature

**PATRICIA A. DAVIS, P.E., MSCE**  
\_\_\_\_\_  
Customer Representative – Printed Name

**CITY ENGINEER**  
\_\_\_\_\_  
Customer Representative - Title

**18 MAR 2021**  
\_\_\_\_\_  
Date



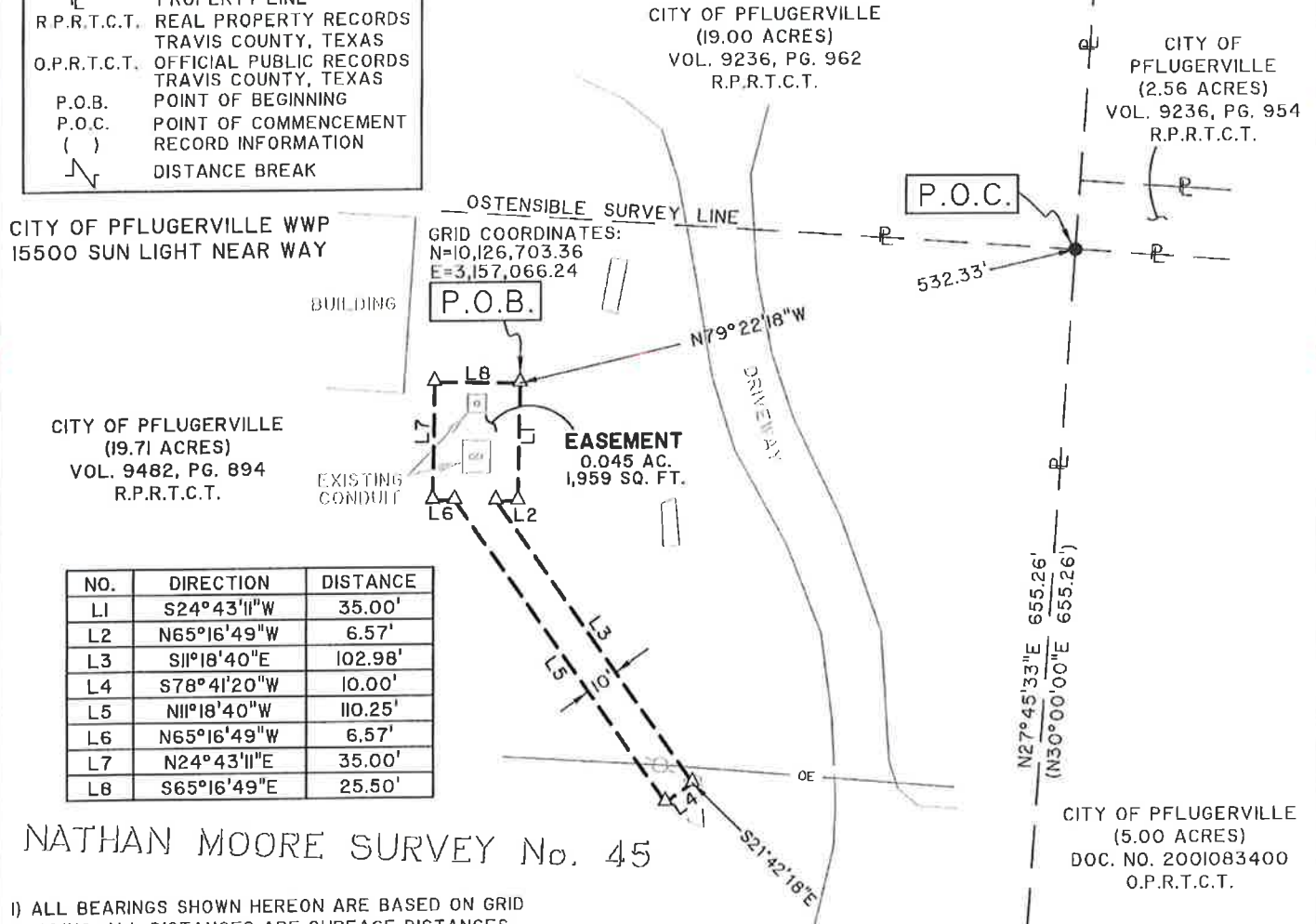


**EXHIBIT "A" ONCOR ELECTRIC DELIVERY LLC EASEMENT  
SURVEY TO ACCOMPANY DESCRIPTION**

**LEGEND**

●	1/2" IRON ROD FOUND
△	CALCULATED POINT
⊥	PROPERTY LINE
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION
— —	DISTANCE BREAK

T.S. BARNES SURVEY No. 46



NO.	DIRECTION	DISTANCE
L1	S24°43'11"W	35.00'
L2	N65°16'49"W	6.57'
L3	S11°18'40"E	102.98'
L4	S78°41'20"W	10.00'
L5	N11°18'40"W	110.25'
L6	N65°16'49"W	6.57'
L7	N24°43'11"E	35.00'
L8	S65°16'49"E	25.50'

NATHAN MOORE SURVEY No. 45

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 1 MAR 2021

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



02-03-2021

**ONCOR ELECTRIC DELIVERY LLC EASEMENT**  
0.045 ACRES  
1,959 SQUARE FEET

51. FREESE & NICHOLS CORP. W/TP/ONCOR EASEMENT/ONCOR.EASMT.dwg