

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS GRANTING THE USE OF A PORTION OF CITY PROPERTY BY EASEMENT AND RIGHT OF WAY OUT OF THE CALDWELL WEST SURVEY NO. 66 AND LOCATED AT 16430 CAMERON ROAD IN TRAVIS COUNTY, TEXAS; BEING A PORTION OF SAID 161.9175 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO THE CITY OF PFLUGERVILLE, TEXAS RECORDED IN DOCUMENT NO. 2015165200 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (Prop ID: 263845); PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR OPEN MEETING AND ESTABLISHING AN EFFECTIVE DATE.

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 infrastructure to allow for the additional electricity required to power the improvements constructed as part of the expansion of the 1849 Phase 2 Project ("Project") and has requested an Easement and Right of Way ("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.

NO THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

The City Council of the City of Pflugerville hereby authorizes the City Manager to execute the Easement in the form attached hereto and as further modified if and as required in connection with the Project and execute any such document on behalf of the City.

I. Recitals.

That the recitals contained in the preamble hereto are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

II. Description.

The Easement attached in **Exhibit A** is a limited use agreement for the sole purpose of providing a permanent workspace 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.

III. Cumulative and Repealer Clause.

This ordinance shall be cumulative of all other ordinances of the City of Pflugerville, Texas, and shall not operate to repeal or affect any other ordinances of the City except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed to the extent of such conflict.

IV. 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.

V. Open Meeting.

That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

VI. 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 _____, 2025.

CITY OF PFLUGERVILLE, TEXAS

By: _____
VICTOR GONZALES, Mayor

ATTEST:

TRISTA EVANS, City Secretary

APPROVED AS TO FORM:

Charles E. Zech
Denton Navarro Rodriguez Bernal Santee & Zech P.C

PT #: 2025-4927
District: HUTTO
WO #: 28724948
E#: _____

EASEMENT AND RIGHT OF WAY

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

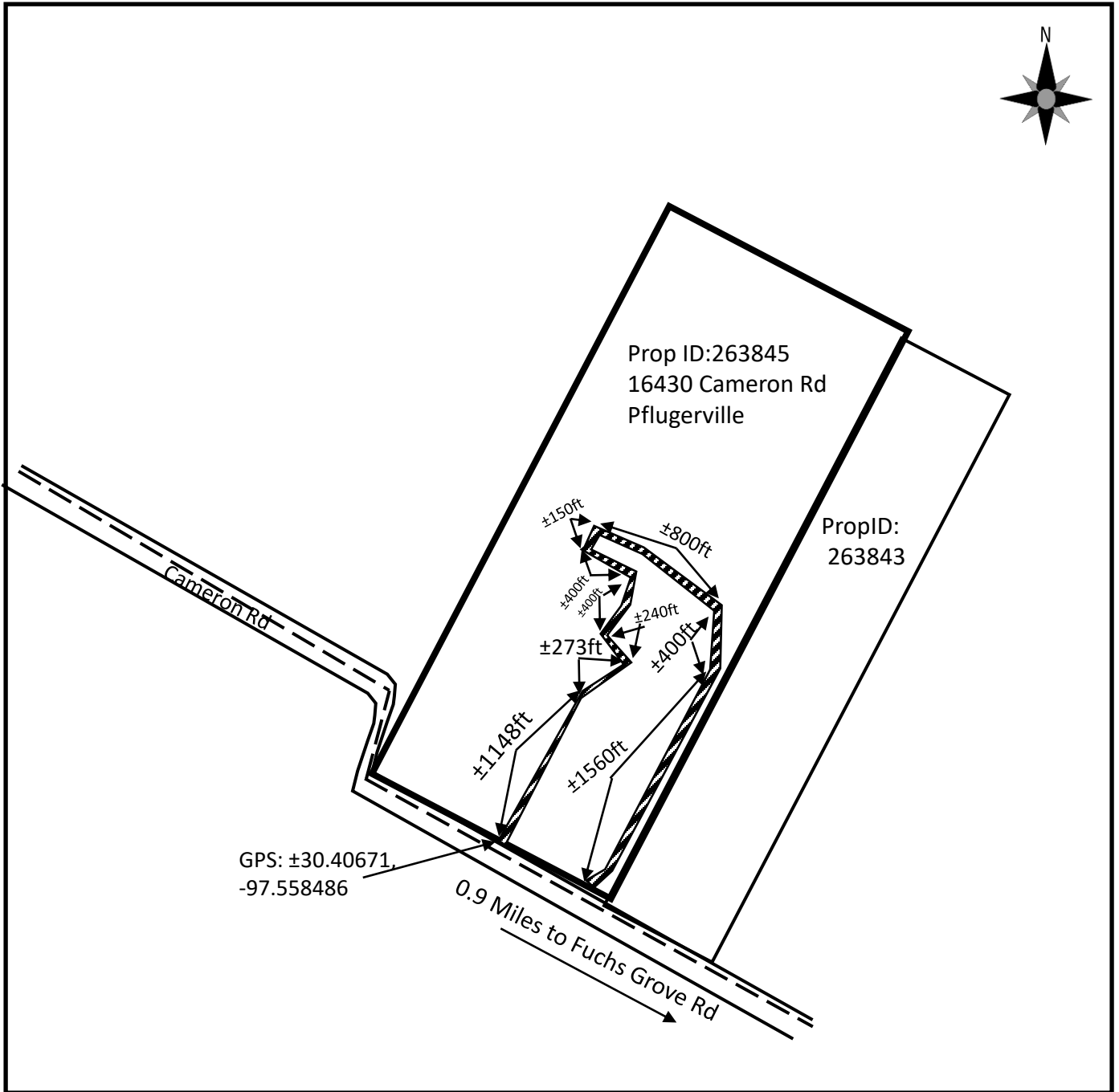
That **City of Pflugerville, A Texas home rule municipality**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 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).

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

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; 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 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.

EXHIBIT "A"



The intent of this Exhibit is for the Grantor to recognize that the general course of said easement area as described above agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said line(s) when constructed.

Grantor(s): City of Pflugerville, A Texas home rule municipality,

Instrument #: 2015165200 **Volume:** N/A **Page:** N/A

Survey: William Caldwell

Abstract: 162

County: Travis

City: Pflugerville

District: Hutto

WR/WO#: 28724948

LEGEND	
30' Oncor Easement	
Existing Line	