HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION RESOLUTION NO. R-2023-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION OF BASTROP, TEXAS, AUTHORIZING THE PRESIDENT OF THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION TO EXECUTE A RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT WITH BASTROP COUNTY, TEXAS; PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Hunters Crossing Public Improvement District (the "PID") has been duly created by the City of Bastrop, Texas (the "City"), and is operating under the authority of Chapter 372, Texas Local Government Code, the Public Improvement District Assessment Act (the "Act"); and

WHEREAS, the Hunters Crossing Local Government Corporation has been created by the City in order to perform functions delegated to it by the City on behalf of the PID; and

WHEREAS, Bastrop County has requested permission to access property identified as R99624 owned by the Hunters Crossing Local Government Corporation to perform surveying work.

WHEREAS, the Board is of the opinion that the "Right of Entry/Hold Harmless Agreement" should be approved as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION:

- Section 1: The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.
- <u>Section 2:</u> The Board finds and determines that the Right of Entry/Hold Harmless Agreement, attached hereto as Exhibit A, should be and hereby is adopted.
- <u>Section 3:</u> Should any paragraph, sentence, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.
 - Section 4: All other resolutions in conflict herewith are hereby repealed, but only

to the extent of any such conflict or inconsistency.

DULY RESOLVED AND ADOPTED by the Board of Directors of Hunters Crossing Local Government Corporation of Bastrop, Texas this 10th day of October 2023.

Hunters Crossing Local Government Corporation

By:

Śylvia Carrillo, President

Board of Directors

ATTEST:

W. Richard Gartman, Secretary

Board of Directors

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

DATE <u>5/16/2023</u>	
PROPERTY DESCRIPTION (BCAD PROPERTY ID)	R99624
PROPERTY ADDRESS NOT APPLICABLE- 3.19 acre	drainage area within Hunters Crossing
OWNER'S NAME HUNTERS CROSSING LOCAL	GOVERNMENT CORPORATION
TELEPHONE NO.	
RIGHT OF ENTRY: I certify that I am the owner or described property and that I have the legal authorized and without coercion the right of access and Bastrop County, Texas, hereafter referred to as "Gubcontractors, to conduct the following activities	ority to enter into this Agreement. I grant dentry to said property to representatives of trantee", its agents, contractor and
1) Surveying activities.	
HOLD HARMLESS: I understand that this Agreeme government to construct the roadway facility. I re legal or equitable, that might arise by reason of ar performing the actions as described above. Grant terminate upon completion of the activities as set	lease, discharge, and waive any action, either ny action of Bastrop County, Texas while ee's right to enter upon the Property shall
SIGNED: All owners/agents must sign below.	
Scalle Sylvia Carrillo (Oct 4, 2023 10:23 CDT) Signature	Signature
Sylvia Carrillo	
Printed Name	Printed Name
□Owner - □ Agent	□Owner □Agent

Right of Entry Hunters Crossing_

Final Audit Report

2023-10-04

Created:

2023-10-04

By:

Cheryl Renfro (crenfro@cityofbastrop.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAp3n_93YGXDTIy92eCSF5I0qSokOc2_SC

"Right of Entry Hunters Crossing_" History

- Document created by Cheryl Renfro (crenfro@cityofbastrop.org) 2023-10-04 1:31:07 PM GMT- IP address: 207.138.104.162
- Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature 2023-10-04 1:31:39 PM GMT
- Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org) 2023-10-04 3:23:08 PM GMT- IP address: 174.244.88.63
- Ó₀ Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)

 Signature Date: 2023-10-04 3:23:19 PM GMT Time Source; server- IP address: 174,244.88.63
- Agreement completed.
 2023-10-04 3:23:19 PM GMT

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

DATE <u>7/31/2023</u>			
PROPERTY DESCRIPTION	ON (BCAD PROPERTY ID) _	R36544	
PROPERTY ADDRESS _ Crossing Subdivision	Not Applicable – 4.80 unde	eveloped acres located ad	acent to Hunters
OWNER'S NAME	Timothy and Maria Murph	у	- Advanced
TELEPHONE NO			
described property ar freely and without co Bastrop County, Texas	ertify that I am the owner ond that I have the legal authercion the right of access and some to as "anduct the following activities."	ority to enter into this Ag nd entry to said property t Grantee", its agents, cont	reement. I grant to representatives of
1) Surveying acti	vities.		
government to constr legal or equitable, tha performing the action	inderstand that this Agreen ruct the roadway facility. I note that might arise by reason of a is as described above. Gran detion of the activities as se	release, discharge, and wa any action of Bastrop Cour atee's right to enter upon	nive any action, either nty, Texas while
SIGNED: All owners/a	agents must sign below.	•	
Signature		Maria	Murphy
Signature		signature.	4 (
Tim Mu	inghi	Maria T. Printed Name	Murphy
□ Owner □Agent		☑Owner □Agent	

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

DATE <u>7/31/2023</u>	
PROPERTY DESCRIPTION (BCAD PROPERTY ID)	R23660
PROPERTY ADDRESS 278 SH 304 Bastrop, Texas 78	8602
OWNER'S NAME Reid & Cindy Sharp	
TELEPHONE NO. RS - 5/2-332-6051	C5 = 512-304-0010
RIGHT OF ENTRY: I certify that I am the owner or of described property and that I have the legal author freely and without coercion the right of access and Bastrop County, Texas, hereafter referred to as "Grand subcontractors, to conduct the following activities:	ity to enter into this Agreement. I grant entry to said property to representatives of rantee", its agents, contractor and
1) Surveying activities.	
HOLD HARMLESS: I understand that this Agreemed government to construct the roadway facility. I reliegal or equitable, that might arise by reason of any performing the actions as described above. Grante terminate upon completion of the activities as set to	ease, discharge, and waive any action, either y action of Bastrop County, Texas while ee's right to enter upon the Property shall
SIGNED: All owners/agents must sign below.	
J Can	Cindy Sharp
Signature	Signature
RomeSAAN	Lindy Sharp
Printed Name	Printed Name
□ Owner □ Agent	☑ 6wner □ Agent