

**RESOLUTION NO. R-2025-214**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE MASTER TRANSFER AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF BASTROP, THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION (HCLGC), AND THE HUNTERS CROSSING HOMEOWNERS ASSOCIATION (HCHOA); AUTHORIZING THE TRANSFER OF CERTAIN HCLGC-OWNED PROPERTY TO THE CITY; RESOLVING DISPUTES REGARDING MAINTENANCE EASEMENTS ON LOTS 16, 17, AND 30; REDUCING MAINTENANCE ASSESSMENTS ON PROPERTY OWNERS WITHIN THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the Hunters Crossing Public Improvement District ("PID") was created in 2003, with the Hunters Crossing Local Government Corporation ("HCLGC") serving as its managing member; and

**WHEREAS**, HCLGC and the City annually approve special assessments that obligate property owners within the PID to pay for ongoing maintenance and operations costs of HCLGC and its property; and

**WHEREAS**, in 2019, the property developer transferred certain real property to the City and to HCLGC by Special Warranty Deed, recorded as Instrument Nos. 202000982 and 202000983; and

**WHEREAS**, from the conveyance of Lot 17 to the City, and Lots 16 and 30 to the HCLGC, as identified in the Special Warranty Deeds, the developer reserved to the Hunters Crossing Homeowners Association ("HCHOA") a maintenance easement assigning responsibility to the HCHOA for maintenance of those properties; and

**WHEREAS**, disputes and controversies subsequently arose between the Parties concerning ongoing and past maintenance obligations and related expenses associated with the maintenance easements on Lots 16, 17, and 30; and

**WHEREAS**, the Board finds that property owned by HCLGC contains, among other things, trails, green space, sports fields, a pool, basketball court, other recreational play areas, drainage pathways, and detention ponds used to capture stormwater runoff; and

**WHEREAS**, HCLGC and the City desire to reduce the annual maintenance assessments imposed on property owners within the PID by transferring ownership of certain HCLGC property to the City; and

**WHEREAS**, the Parties further desire to resolve all outstanding disputes concerning the maintenance easements on Lots 16, 17, and 30; and

**WHEREAS**, HCLGC, the City, and HCHOA desire to enter into a Master Transfer and Settlement Agreement establishing the framework for the transfer of ownership, maintenance responsibilities, and related rights between the Parties.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**SECTION 1. Findings of Fact.**

The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact for all purposes.

**SECTION 2. Approval of Agreement.**

The City Council hereby approves the Master Transfer and Settlement Agreement by and between the City of Bastrop, HCLGC, and HCHOA, attached hereto as Exhibit A and incorporated herein for all purposes.

**SECTION 3. Authorization to Execute.**

The Mayor is authorized to execute the Master Transfer and Settlement Agreement, including any associated documents necessary to complete the transfer of property ownership and to effectuate the intent of this Resolution.

**SECTION 4. Implementation.**

City staff is directed to take all actions necessary to complete the transfer of HCLGC-owned property to the City, consistent with the Agreement, and to implement revised maintenance obligations and assessment reductions for PID property owners.

**SECTION 5. Severability.**

If any provision of this Resolution is found to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**SECTION 6. Effective Date.**

This Resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this 9<sup>th</sup> day of December, 2025.

APPROVED:

by:   
Ishmael Harris, Mayor

ATTEST:

  
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.

