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Comments on letter from Travis Kitchens dated 3 June 2011

1. I am totally aware of the true legal status of Waterwood Parkway which is contrary to the bogus allegations of WIA et al.
2. I had owned the parkway from 980 to the country club since 2000. Concocting an agreement between the County and WIA 9 years later based on hot air alone does not a valid agreement make.
3. What "easement of record"? I have not been able to find any legally binding or valid "easement of record" nor has one be provided to me.
4. I have NEVER harassed any WIA or contract persons. I have repeatedly demanded that they cease and desist from trespassing upon and vandalizing our private properties, to wit, our rare wildflowers and other native plant communities.

Comments on letter from Travis Kitchens dated 28 July 2009

1. I have never seen any valid legal document indicating that our parkway sections were dedicated to the county.
2. The county has only trespassed upon Long Leaf Ranch once and did considerable damage to our vegetation and to our pavement. They county was told to never trespass again and they never did.
3. The President of WIA had zero legal authority to sign any agreement in regard to our parkway.
4. The fact that WIA asked for permission in writing to place rock signs and flagpoles on our properties is firm factual evidence that WIA knew that it had no unilateral rights to our parkway.
5. The fact that WIA paid us rents of some \$400 per month for the use of our parkway through Longleaf Ranch is further proof positive of WIA's awareness that the property is "private property" without any easement in WIA's favor.
6. In spite of the fact that any entry is considered by us to be criminal trespass, Kitchens agreed to not mow down any wildflowers until they had gone to seed. On June 1st WIA violated this commitment and did

trespass upon and do irreparable harm to wildflowers that were still blooming and had not gone to seed including a rare pink Bluebonnet.

Comments on "Agreement to Maintain Waterwood Parkway

1. San Jacinto County does NOT own any easement 180 feet wide on our parkway.
2. Fairway 1, Block 1 does NOT include any part of Waterwood Parkway. Any language associated with the February 13, 1978 document concern ONLY the alignment of golf condos along the first fairway and NOT the parkway.
3. The document of May 30, 1979 does NOT convey an easement on our sections of the parkway. However, even if it did, it would ONLY apply to the pavement and not to the native vegetation.
4. The Summary Judgment No. 6768 of January 28, 1983, conveyed sole ownership to our predecessor in title and NOT to the county or to WIA.
5. Any language concerning easements is based on Block 1 of Fairway 1 ONLY and thus does NOT apply to any part of our parkway.

I concede that WIA and the public may have a prescriptive easement for travel upon and over the paved part of Waterwood Parkway.

If WIA owned the parkway then why did they purchase the two lane section from Horizon Corporation for some \$250,000?

If WIA owned the parkway then why did they ask my permission to mow at my discretion for a period of over 10 years?

If WIA owned the parkway then why did they ask permission in writing to install rock signs and flagpoles that they concede are my property?

If WIA owned the parkway then why did they sign a lease to pay me some \$400 per month with that sum doubling at the expiration of the lease period if a new lease was not signed?

All evidence points to an illegal end run to violate my Constitutional rights and seize the properties we paid some \$350,000 for in order to protect the native vegetation thereupon from harm.