

# Universal Ethician Church

1401 19<sup>th</sup> Street

Huntsville, Texas 77340

936.295.5767 Telephone 936.294.0233 Fax

WWW.UNIVERSALETHICIANCHURCH.ORG

evn@edvidnet.com

11 December 2011

## PARKWAY NOTES

### RENTAL FROM HORIZON CORPORATION via The Country Club

1. Zimmerman made a very surprising statement at the meeting. He said that WIA leased our 190 section of the parkway from Al Lehtonen which we all knew but I was totally unaware that WIA rented the 980 to the Club section from Horizon Corp.
2. If that is the case then that lease should have been transferred to me just as the Lehtonen lease was transferred to me.
3. That would mean that WIA would owe me back rent from 2000 to the present day since there was certainly no notice of termination given to me.

## HATE CRIMES

1. A great deal of the hate directed against the Russell family is generated by hatred of our Church, its mission and blatant anti-Semitism, which Zimmerman of all people should recognize.
2. I was responsible for telling Zimmerman to construct the large Menorah and place it on our parkway back when WIA was paying rent in spite of hatred against Jews directed by the local "Christians".
3. WIA Board Member, Walt Ringler told me that he hated our Chapel sign with its Star of David so much, "since the Jews killed Jesus", that he put his house up for sale.
4. WIA Board Member Ringler slandered and libeled me in the Huntsville Item and on his anti-Russell web site.
5. WIA Board Member Ringler posted libelous statements printed in the Huntsville ITEM in the Post Office along with the intimidating Russell with a red slash through it that was painted on his van and that he used to block the public road that passes his house.

6. Ringler further broadcast that our Church is a fake and that formal letters to that effect had been sent to the IRS.

### IDEAS TO BRING FEDERAL ANTI-RELIGIOUS HATE CRIMES ACTION AGAINST WIA

1. It is well known that our Church believes in the sacred nature of all species of "God's Holy Creation" and that the numerous native plant species systematically damaged and/or destroyed by WIA are sacred to me. That is a "hate crime" in and of itself because they know how upsetting it is to me to see them destroying our wildflowers, native grasses and other plants that we have invested large sums of money to protect.
2. We could donate our parkway to our Church and make it very difficult for WIA via the County to continue to justify destroying Church property for no reason of public welfare or necessity.
3. The Church could establish a Muslim Cemetery, Wiccan Cemetery, and Jewish Cemetery in the median of the parkway.
4. The Church could allow the erection of a Minaret and broadcast Muslim prayers the requisite number of times as day over loud speakers as is done throughout the Muslim world. It was Zimmerman himself who suggested Ramadan decorations on the parkway.

### OTHER IDEAS

1. My plan was to ultimately change the names on the signs to RUSSELL and to have RUSSELL flags made to fly on the flagpoles after a few experimental names such as TRASHWOOD and HATEWOOD or TOILETWOOD were experimented with.
2. I can't believe that WIA is so stupid that they would commit economic suicide in regard to their personal properties and not work with me to make Waterwood a super fine "green destination", but they have proven themselves to be idiots and believe that they could win in

a vendetta against me. WRONG!!! No matter what, I win and they lose and perhaps Travis and Zimmerman are smart enough to realize that fact.

#### IN REGARD TO A LEASE AND RIGHTS TO MOW

1. The swath cut through Sue's ranch is way too wide. We wouldn't mind an attractive narrow band along the edge of the pavements to be mowed as frequently as WIA would want to mow at any season of the year, to include wildflower season, sort of like a nice haircut with the hair on most of the dead allowed to grow and the edged trimmed closely or shaved, but not all the way down to bare dirt.
2. The "Negro Hater" at the meeting was full of shit when he tried to blame Windstream for the bare dirt along the parkway. The damage from installing the fiber optics cable was very recent and will heal quickly if left alone. That damage is not included in any of my photos or complaints except that Windstream needs to lease the easement or pull the cable out.
3. A very important part of any lease is to include NO USE OF HERBICIDES or any other poisons along the parkway. WIA has been honoring that verbal request by me for all these years so shouldn't balk about putting that in writing.
4. The language in our new conservation easements about mowing or burning would be adequate and would correspond with what would be necessary when we or our Church donates a Conservation Easement corridor along our parkway.
5. WIA needs to know that if The Native Prairie Association is donated a Conservation Easement, then would sue WIA and the County for any damages to that easement.
6. There is an interesting article in the City and State section of the Sunday, November 27, 2011 Houston Chronicle: "Nature preserve crossing swords with gas pipeline: State, federal rulings may clog company's eminent domain claim." If we donate the easement in 2012, which is our intention and the Land Trust uses that easement in

some Federal Mitigation, the feds might step in on both those grounds in addition to the religious Hate Crimes grounds

## LEASE RATES & INCLUSIONS

1. \$1,200 per month for both sections which is a very low return of 4% on our \$350K investment which of course doesn't include inflation or carrying costs all these years. We pay Lehtonen 4% of our purchase of the 190 section and were paying Horizon a float of around 7% on the 980 section. (Keep in mind that WIA, had they wanted control of the entire parkway could have purchased both sections although to purchase Lehtonen's would have cost at least \$775K and the 980 section was part of a \$4,000,000 purchase and those sections of the parkway weren't for sale in isolation but were part of packages.
2. WIA would get 100% use of the rock signs and flagpoles, and exotic flower gardens around the signs.
3. WIA could cut a 3 feet swath without restrictions along the pavement.
4. WIA would be required to mow or help me burn the median at least once a year after the first freeze and before the Spring vegetation begins to grow and would be required to mow the edges up to the white wooden fence along the 190 section and keep the parkway side of the fence cleared so that I could finish rebuilding it at my expense.
5. I would either burn the sections of the 980 section adjacent to our other properties along the parkway or WIA would be required to mow it once a year between the first freeze and Spring growth.
6. WIA would be required to keep the parkway free of trash.
7. I would relinquish all rights along our parkway property to erect any flags, signs, toilets, tombs, minarets or anything else as the parkway would be leased by WIA. That would preclude dedicating the parkway as a cemetery or the placement of tombs, temples, or anything else not authorized by WIA.
8. WIA would have the right to continue to light the parkway using our light poles at WIA expense and to decorate the parkway during any holiday season at WIA's discretion.

9. The lease could be for up to 99 years with an escalation clause to account for the consumer price index, inflation, or other nationally recognized economic indicators. Change in lease amounts, payable monthly would occur every year and the amount would be to the closest \$10 dollar amount, either up or down so that the checks would be for even dollar amounts without any pennies to account for.

### BALANCING THE BOOKS

1. I would pay my legal fees and WIA would pay theirs.
2. WIA would purchase Bluebonnet seeds to restock the Bluebonnets that they destroyed by pulverizing the "green" seeds.
3. WIA would forgive WIA dues through 2012 and I would forgive the \$100k estimate for restoring the damage done by WIA contractors to the native vegetation and the value of the trees mutilated and destroyed by WIA contractors.
4. WIA would agree to forgo any dues on any lots that we dedicate in perpetuity under Conservation Easements just as they have done in the past for lots purchased by or donated to NAPA as protecting certain lots add free green belts for the net positive benefit of the community.

### FINAL COMMENT

1. As the "excessive mowing" would be allowed along the pavement, no notices would be necessary. I don't like to have to deal with that nonsense.
2. If I see a violation of the lease agreement I would ask the violator to stop until such time as Joe Moore or successor could be notified to deal with the situation.
3. If you recall, ENTERGY argued that I should not have asked the trespassers to stop killing our trees but to call some 800 number. We both know that kind of notification bullshit could not work so that is why WIA wouldn't have to notify me of anything along as we agreed

to what could be cut frequently and what could be cut or burned annually.

4. Regardless, I must have the right to immediately communicate to whoever is violating the terms of the lease is doing or about to do irreparable harm in violation of the agreement, just as I can tell a tenant's contractors or guests to cease and desist from damaging or destroying any of our lease properties. To not be able to do so would totally infringe on my rights to protect my investment from immediate harm.
5. That's why whatever we do to defuse the situation with a lease must be very clear and easy to interpret plus easy to manage.

ghr