

My Copy with References

Mr. John A. Grunseich
564 Joy Creek Road
Bellevue, Texas 76228
(940) 476-2543

Clay County Commissioner Court
214 North Main Street
Henrietta, Texas 76365

12 October 2015

Dear Sir:

I am writing in regard to an issue which I thought resolved in April 1999. Prior to that time it was thought that Scott Road ended at a cattle guard crossing the road, however after extensive research regarding the surrounding properties and property easements it was determined that in fact Scott Road did extend an additional 300+- feet further east terminating at my property line and/or gate. See attachment 1 the original letter presented to Mr. Jackson, Mr. Atkins, and the Commissioners Court, dated 30 April 1999 and Exhibits.

Per a conversation with Mr. Keen on October 7, 2015 it was his position that Scott Road ends at the cattle guard and would be maintained no further than that point. Once again this issue remains unresolved.

With the assistance of the Mrs. Kelton, Clay County Clerk, I conducted an exhaustive search of commissioner's court records for the period preceding and proceeding the month of April 1999. I was not able to find any official documentation that this issue was ever addressed at the commissioner's court.

It is my belief that Mr. Atkins and Mr. Jackson visited regarding the subject road and was subsequently resolved outside of court proceedings. Soon thereafter a road crew did regrade and remove overhanging trees on that portion of Scott Road east of the cattle guard. It is reasonable too assumed that this would become part of the normal work structure. In fact during Mr. Peek's tenure as Precinct 4 commissioner that portion of Scott Road east of the cattle guard was graded and graveled several times.

In conclusion there is enough compelling evidence to determine that Scott Road in fact travels east beyond a cattle guard where it is currently thought to end.

Sincerely


John A. Grunseich

Atch 1: Jackson Ltr. dated 4/30/99
Exhibit 1 Vet land Prog.
Exhibit 2 Deed Dickson
Exhibit 3 Tate Ownership

Atch 2: Road map extract pg 29

Cy to: Mr. Kenneth Liggett
Mr. R.L. "Lindy" Choate
Mr. Johnny Gee
Mr. John McGregor
Mr. Richard Keen

Attachment 1

Mr. John A. Grunseich
Route 2, Box 135A
Bellevue, Texas 76228
(940) 476-2543

Mr. Brice Jackson
Clay County Commissioner, Precinct 4
Bellevue, Texas
(940) 928-2421

30 April 1999

Dear Sir:

I am writing this letter in hopes of resolving a problem relating to what is known as Scott road. Scott road is located north of Buffalo Springs Texas. Scott road is accessed by turning east from what is known as Buffalo Springs road, Scott road has no outlet. Traveling east on Scott road one passes the Mr. and Mrs. Scott residence located north of Scott road. Scott road then travels over a cattle guard installed by Mr. Scott. Scott road continues for another 300 feet where the road dead ends at or near my property line. In the following paragraphs I will prove through the use of public documentation that Scott road does in fact continue as a public road east of Mr. Scott's cattle guard. I will further demonstrate through the use of public records that Scott road has been in existence for many years prior to my purchase of the adjacent 157.87 acres.

It is the 300 feet or so beyond the cattle guard that are of concern. This length of Scott road has been without service for many years, and has become very eroded, and has trees over growing it. My property lies at the end of Scott road, however, this is not my only access.

On Tuesday, April 27, 1999 at 11:00 am I approached Mr. Laverne Scott with the proposal that I would pay for the delivery and application of a load or two of gravel to fill in the washouts. His reply to me was that I had better not touch the road, and that it was through courtesy extended by Mr. Scott that I was granted access to my property from that location -- I do have a point of access on the southeast corner of my property from Wagon road.

Please find enclosed a number of exhibits which are a matter of public record in the Clay County Clerks office, Clay County Court House, Henrietta Texas. I will attempt to describe each in detail.

Exhibit (1): Texas Veterans Land Board Contract of Sale of 57.00 acres to Claude Laverne Scott; note that the BEGINNING and ending point are described on a public road. Also in exhibit (1) find a partial plat of Texan Emigration and Land Company (TELC). Note the BEGINNING point on this survey. The land which lies east of the beginning point is my property (157.87 acres). A gate is located directly east of that BEGINNING point thus providing access. As can be seen through exhibit (1) TELC partial plat the public road always traversed to that location in fact at some point in history it continued through my property to join what is now know as Wagon road (formerly Gill road).

Exhibit (2): Warranty Deed Claude Laverne Scott/L.A. Dickson sale of 43.05 acres; note the highlighted passage after the legal description. In this passage Mr. Scott grants Mr. Dickson easement of a road 20 ft wide to travel parallel to the most northerly east line of said 57 acre tract hereinabove referred to, from public road to most northerly line of said 43.05 acre tract herein conveyed. Mr. Scott makes it clear that public road access for his easement to Mr. Dickson is straight ahead in a parallel fashion as described in the legal description. Please refer to exhibit (1) Texan Emigration and Land Company Survey partial plat; note the 45.05 acres sold to Mr. Dickson and the remaining 13.95 acres and easement as depicted on the partial plat.

Exhibit (3): Extract from sale Mr. Tate/Mr. Anthony Tate of 43.05 acres. Again one can find the continuation of the easement which was granted to Mr. L.A. Dickson. This has been included to illustrate that the current ownership of the 43.05 acre tract is Mr. Anthony Tate and the same easement applies to him as did Mr. Dickson.

In summary, Mr. Scott has no legitimate or legal right to refuse public use or public maintenance beyond his cattle guard. Mr. Scott has asserted that the cattle guard marked the end of Scott road and any county involvement in it's maintenance. This is false by his own hand. Mr. Scott purchased a 57 acre tract of land which clearly has its beginning and end on a public road (ref. Exhibit 1). Mr. Scott sold 43.05 acres of the original 57.0 acres to Mr. Dickson (ref. Exhibit 2) who subsequently sold it to Mr. Anthony Tate (ref. Exhibit 3) (current Owner) both of which were supplied with an easement which does not run to the cattle guard, however, straight ahead to a point where it intersect the public road. Again this public road ends approximately where my gate is located. Mr. Scott installed the cattle guard as a mater of convenience to himself and by doing so attempts to define the length of a public road and access at that point.

In Conclusion, having consulted with county records, and county attorney Mr. Eddy Atkins, it is the opinion that a public road does in fact exist beyond Mr. Scott's cattle guard and should be maintained. Mr. Jackson please find enclosed substantial information from public records to warrant opening this 300 ft section of Scott road for public access.

Sincerely



John A. Grunseich

Copy to: Mr. Brice Jackson
Mr. Eddy Atkins
Clay County Commissioners
Court

jag-13

(Exhibit 1)

21915

VETERANS LAND BOARD
OF THE STATE OF TEXAS

CONTRACT OF SALE
AND PURCHASE

CLAUDE LAVERNE SCOTT

TEXAS VETERANS LAND PROGRAM

VLD ACCOUNT NO. 69273

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

WHEREAS, the Veterans Land Board of Texas, hereinafter called SELLER, has, in accordance with the provisions of Article III, Section 49-b, Constitution of Texas, and Acts of the 51st Legislature, R.S., 1949, Chapter 310, as amended, and in accordance with the Resolutions passed by the Veterans Land Board, together with the Rules and Regulations promulgated by said Board, purchased a tract of land, hereinafter described in this instrument; and

WHEREAS, Claude Laverne Scott of Clay County, Texas, hereinafter called BUYER, has complied with the requirements of said Board to purchase said land in accordance with the above provisions, which are made a part of this contract for all purposes; NOW, THEREFORE, THE FOLLOWING PARTIES DO MAKE THIS AGREEMENT:

1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, or Acting Chairman, for the consideration hereinafter mentioned, and the mutual promises hereinafter made, the sufficiency of which are hereby acknowledged, as Seller, agrees to sell, and Buyer agrees to buy, the hereinafter described tract of land, located in Clay County, Texas.

2. It is hereby agreed between the Seller and the Buyer that all of the conditions, limitations and requirements, as well as all benefits and penalties contained in the Constitution of Texas, the Acts, as amended, the Resolutions and the Rules and Regulations, above referred to, shall be binding upon the parties hereto in the same manner as if they were fully recited herein.

This contract is subject to any reservations or exceptions set out in the deed or deeds, by which this land was conveyed to the Seller, Veterans Land Board, if not incorporated herein.

3. The total consideration for this purchase is Nine thousand nine hundred seventy-five & no/100 (\$9,975.00) Dollars, of which the sum of Four hundred ninety-eight & 75/100 (\$498.75) Dollars has been paid. The unpaid principal of Nine thousand four hundred seventy-six & 25/100 (\$9,476.25) Dollars shall be amortized over a period of not to exceed Forty (40) years, with annual interest at the rate of Five and One-Half (5 1/2%) percent per annum upon all unpaid principal. Buyer shall pay, or cause to be paid, installments of principal and interest semi-annually to the Veterans Land Board, at Austin, Texas, on or before the first day of each February and August hereafter until the total purchase price and all interest are paid. The amount of Ninety seven and no/100 (\$97.00) Dollars shall be due and payable on or before the first day of [redacted] and the amount of Two hundred ninety-five & no/100 (\$295.00) Dollars shall be due and payable semi-annually on or before the first day of each February and August thereafter until the total purchase price and interest have been paid. All interest and principal which shall become delinquent shall bear penal interest at the rate of Five (5%) Percent per annum from the date the same becomes delinquent. It is further agreed and understood that Buyer may on any installment date pay or cause to be paid any or all of the unpaid principal and accrued interest, but payment of a portion of the unpaid principal will not relieve Buyer from payment of the semi-annual installments thereafter in the amounts above set out until the total purchase is paid. This contract is no event shall extend over Forty (40) years from the date of execution hereof.

approx date of purchase ↓

The tract of land being sold and purchased under this Contract of Sale and Purchase is described as follows:

all that contain: 57.00 acres, being part of Texas Emigration and Land Company Survey No. 3229, Patent No. 185, Vol. 14, Abst. No. 590, and Texas Emigration and Land Company Survey No. 3261, Patent No. 136, Vol. 14, Abst. No. 622, and being part of a 290 acre tract in said surveys conveyed by F.L. Aulick et ux to D. B. Browing by deed dated August 8, 1945, and recorded in Vol. 150, Page 132 of the Deed Records of Clay County, Texas; said 57 acres being further described as follows:

~~BEGINNING in the center of a public road at the most Northerly Northeast-
corner of above-mentioned 290 acre tract and being in the North line of said T.E. & L.
Co. Survey No. 3229 at a point 3221.3 feet South 89° 30' East of its
Northwest corner;~~

THENCE South 02° 50' West 21.0 feet to a 1 inch steel rod set under fence on South side of said road and continuing with old fence South 02° 50' West in all a distance of 1742.9 feet to inner "all" corner of said 290 acres and from which point a 2 inch pipe set under fence on East side of a ditch bears South 89° 40' East 5.5 feet;

THENCE with fence South 89° 40' East 1757.9 feet to a 1 inch steel rod set in creek at fence corner at the most Easterly Northeast corner of said 290 acre tract for corner of this tract;

THENCE with fence South 03° 50' West 853.4 feet to a 1 inch steel rod set under fence on the most Easterly East line of said 290 acre tract for the Southeast corner of this tract;

Defines in original the Road to
its center beginning & ending points

THENCE North 89° 40' West 2125.4 feet to a 1 inch steel rod set for the Southwest corner of this tract;

~~THENCE North 02° 50' East 2596.6 feet to the North line of T.E. & L. Co. Survey No. 3229, in center of public road, for the Northwest corner of this tract, and from which point a 1-inch steel rod set under fence on South side of said road bears South 02° 50' West 21.5 feet;~~

THENCE with the North line of T.E. & L. Co. Survey No. 3229, and center of said road, South 09° 30' East 382.4 feet to the place of BEGINNING, and contain 57 acres of land, and being part of a 114 acre tract conveyed by W.B. Browning et al to Pearl Corley by deed dated March 13, 1972 and recorded in Vol. 266, Page 419 of the Deed Records of Clay County, Texas.

4. It is further agreed and understood that if any timber, gravel, sand, rock, chemical, hard metal, or soil of any substance or character, or any other interest or rights in and to said lands, improvements, or appurtenances thereto, is sold by the Buyer, the removal of which would deplete the corpus of the land, at least One-Half (½) of the net proceeds received therefrom, plus such additional portion of the net proceeds as may be necessary to retire any delinquencies, shall be paid to the Veterans Land Board, to be applied toward the payment of any unpaid balance of principal due or any delinquencies. Payments made in this manner shall not relieve the Buyer of his regular semi-annual installment payments or reduce the semi-annual payments hereinabove specified. No sale made under the provisions of this paragraph shall be effective until the same has been approved by the Chairman, or Acting Chairman, of the Board.

5. Buyer shall have the right to execute mineral leases on the above described lands, subject to approval of the Chairman, or Acting Chairman, of the Veterans Land Board. If an oil, gas or other mineral lease covering said lands, or any portion thereof, is in existence on the effective date of this contract, or is thereafter created, at least One-Half (½) of all bonuses, delay rentals and royalties payable thereunder shall be paid directly to the Board by the owner of such lease, and shall be applied toward the payment of any unpaid principal or delinquencies. Such payments shall not, however, relieve Buyer of making the regular semi-annual installments when due, or reduce the amount thereof. So long as the installments due hereunder are timely paid, the remaining One-Half (½) shall be paid directly to the Buyer, or to his credit by said lease owner; however, in the event the Buyer becomes delinquent in making his semi-annual payments as above set forth, the owner of such lease shall, upon receipt of written notice of such delinquency from the Board, make payment directly to the Board of the portion of the bonuses, delay rentals or royalties which otherwise would be payable to the Buyer, and such payments shall be applied to reduce the existing delinquency.

6. Buyer agrees to prevent encroachment on said lands, agrees to prevent any waste thereupon, to protect the rights of the Board as purchaser of said lands, to keep all improvements insured at all times, whether the buildings are occupied or unoccupied, and in the amounts specified by the Board. The insurance policy shall be written in the name of the Buyer, with loss payable or mortgage clause to the Board, as its interest may appear; and the original insurance policy shall be filed with the Buyer's Contract in the General Land Office, at Austin, Texas.

7. Buyer understands that this Contract of Sale and Purchase can only be transferred with the approval of the Seller and only on forms and by following instructions furnished to him by the Seller and that the contract cannot be transferred, sold or conveyed until he shall have enjoyed possession for a period of three (3) years from the effective date hereof, after which period Buyer may transfer, sell or convey said property, subject to approval of the Seller; provided however as the only exceptions allowed by law, that the said property may be transferred, sold or conveyed prior to the expiration of said 3-year period in the event the Buyer dies or becomes incapacitated by reason of illness or accident and provided further, that in making any transfer, sale or conveyance of said property, the Buyer, as assignor, may not reserve any interest therein. These provisions shall not be construed to prohibit Buyer from transferring, selling or conveying the property at any time upon payment in full of the entire indebtedness to Seller.

8. Buyer agrees to furnish Seller, on or before May 1st of each year hereinafter and during the term of this contract, evidence that all taxes for the previous year have been paid in full.

9. It is fully understood by the Buyer that he or any of his assignees shall be jointly and severally liable for any and all moneys due under this Contract of Sale and Purchase, and Buyer shall be primarily liable for such payments; and if at any time it becomes necessary for Seller to forfeit this contract, then the full amount of delinquent installments, interest and other penalties as may be due at the time the forfeiture occurs, may be collected by Seller from Buyer, or his assignees, or both.

10. When the entire indebtedness due by the Buyer under this contract is paid, Seller agrees to execute a deed, under its official seal, to the original purchaser of said land, or to the last assignee whose assignment has been approved by the Seller.

11. It is further agreed and understood that in the event a patented survey contains excess acreage, and any portion thereof has been included herein, or that unsurveyed school land is contained within the boundaries of said lands, Seller, by the execution of this contract, or any deed pursuant thereto, does not purport to grant, sell or convey any right, title or interest in and to said excess or unsurveyed school land to Buyer, his heirs or assigns.

12. The failure of Buyer to comply with the terms of this contract, or with any of the provisions of the Act above referred to, or the regulations of the Seller, or any resolutions, all hereinabove referred to, shall subject this contract to forfeiture.

275/291
COPY

(Exhibit 2)

CLAUDE LAVERNE SCOTT

25382

L.A. DICKSON

WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CLAY

That I, Claude LaVerne Scott, of Clay County, Texas, (herein called Grantor, whether one or more) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and the further consideration of the execution and delivery of a certain Promissory Note by Grantee herein in principal sum of \$4300.00, with interest as therein provided, payable to the order of Claude LaVerne Scott in equal monthly installments of \$130.81 each, including interest, providing for acceleration upon default and for attorney's fees, said note being secured by the Vendor's Lien herein retained, and further secured by a Deed of Trust of even date herewith executed by Grantee herein to Frank J. Douthitt, Trustee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto L.A. Dickson of Wichita County, Texas, (herein called Grantee, whether one or more) all of the following described real property, to-wit:

FORTY THREE AND 05/100 (43.05) ACRES, being PART of TEXAN EMIGRATION AND LAND COMPANY SURVEY Number 3229, Patent No. 185, Vol. 14, ABSTRACT Number 590, and PART of TEXAN EMIGRATION AND LAND COMPANY SURVEY Number 3261, Patent No. 136, Vol. 14, ABSTRACT Number 622, and being PART of a 57 acre tract in said Surveys described in CONTRACT OF SALE between the Veterans Land Board of The State of Texas and Claude Laverne Scott, dated June 2, 1973 and recorded in Volume 269, Page 275 of the Deed Records of Clay County, Texas;

Said 43.05 acres being further described as follows:

BEGINNING at fence corner at the Southwest corner of above mentioned 57 acre tract under Contract to Claude Laverne Scott and being a point 2838.9 feet South 89 Degrees 30 Minutes East and 2596.6 feet South 02 Degrees 50 Minutes West of the Northwest corner of said Texan Emigration and Land Company Survey Number 3229, Abstract Number 590;

THENCE with West line of said 57 acre tract North 02 Degrees 50 Minutes East 1006.3 feet to fence running Easterly;

THENCE with fence South 89 Degrees 40 Minutes East 382.4 feet to fence corner in the most Northerly East line of said 57 acre tract;

CLAY COUNTY ABSTRACT & TITLE CO., INC.

Original sale of 43.05 Acres
to Dickson and establishment of
Easement 20' and Intersection
with public road

THENCE with fence South 02 Degrees 50 Minutes West 153.8 feet to
inner "ell" corner of said 57 acre tract;

THENCE with fence South 89 Degrees 40 Minutes East 1757.9 feet to
most Easterly Northeast corner of said 57 acre tract;

THENCE with fence South 03 Degrees 50 Minutes West 853.4 feet to
the Southeast corner of said 57 acre tract;

THENCE with the South line of said 57 acre tract North 89 Degrees
40 Minutes West 2125.4 feet to the place of BEGINNING, and
containing 43.05 acres of land, more or less.

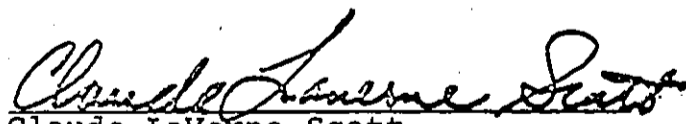
There is further granted and conveyed unto the said L. A. Dickson, his heirs
and assigns, the free and uninterrupted use, liberty and easement of passing
in and along a certain passageway or road described as follows: ~~A strip
twenty (20) feet wide west of and adjacent to and running parallel to the
most Northerly East line of said 57 acre tract hereinabove referred to, from
public road to most northerly line of said 43.05 acre tract herein con-
veyed.~~

Define
EASE
ment

TO HAVE AND TO HOLD the above described premises, together with all
and singular the rights and appurtenances thereto in anywise belonging,
unto the said Grantee, the heirs, successors and assigns of Grantee,
forever; and Grantor hereby binds Grantor to warrant and forever defend
all and singular the said premises unto said Grantee, the heirs,
successors and assigns of Grantee, against every person whomsoever
lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as the
Superior Title in and to the above described premises, is retained
against the above described property, premises and improvements until
the above described note and all interest thereon is fully paid
according to the face, tenor, effect and reading thereof, when this
deed shall become absolute.

Executed this 3rd day of FEBRUARY, 1975.


Claude LaVerne Scott

CLAY COUNTY ABSTRACT & TITLE CO., INC.

Cattle Guard
here

LAST POINT HOW
BEGINNING

APPROX.
380 FT

BEGINNING

EASEMENT
PROVIDED BY SCOTT
20' PARALLEL



TE&LCo. 3229
Abst. 590

TE&LCo. 3361
Abst. 622

13.95
acres

157.87 acres

43.05 acres

57 acres

TE&LCo. 3228

TE&LCo. 3260

PARTIAL PLAT OF TEXAN EMIGRATION AND LAND COMPANY SURVEY.

NORTH

SCALE: 1"=800'

CLAY COUNTY ABSTRACT & TITLE CO., INC.

2169

STATE OF TEXAS
COUNTY OF CLAY

BEFORE ME, the undersigned authority, on this day personally appeared Claude LaVerne Scott, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

1975 3 day of February, my hand and seal of office this 3rd day of February,



Robert F. Mitchell
Notary Public in and for
Said County and State

FILED FOR RECORD: February 13, 1975 at 3:10 p.m.

RECORDED: Vol. 275, Page 291, Clay County Seed Records.

CLAY COUNTY ABSTRACT & TITLE CO., INC.

Exhibit "A"

(Exhibit 3)

All that certain tract, parcel of land situated in Clay County Texas, and being more fully described as follows, to-wit:

Being Forty Three and 05/100 (43.05) acres, being part of Texan Emigration and Land Company Survey No. 3229, Patent No. 185, Volume 14, Abstract No. 590, and Part of Texan Emigration and Land Company Survey, No. 3261, Patent No. 136, Volume 14, Abstract No. 622, and being part of a 57 acre tract in said Surveys described in Contract of Sale between the Veterans Land Board of the State of Texas and Claude Laverne Scott, dated June 2, 1973, and recorded in Volume 269, page 275, of the Deed Records of Clay County, Texas;

Said 43.05 acres being further described as follows:

BEGINNING at fence corner at the Southwest corner of above mentioned 57 acre tract under Contract to Claude Laverne Scott and being a point 2838.9 feet South 89° 30' East and 2596.6 feet South 02° 50' West of the Northwest corner of said Texan Emigration and Land Company Survey No. 3229, Abstract No. 590;

THENCE with West line of said 57 acre tract North 02° 50' East 1006.3 feet to fence running Easterly;

THENCE with fence South 89° 40' East 382.4 feet to fence corner in the most Northerly East line of said 57 acre tract;

THENCE with fence South 02° 50' West 153.8 feet to inner "ell" corner of said 57 acre tract;

THENCE with fence South 89° 40' East 1757.9 feet to most Easterly Northeast corner of said 57 acre tract;

THENCE with fence South 03° 50' West 853.4 feet to the Southeast corner of said 57 acre tract;

THENCE with the South line of said 57 acre tract North 89° 40' West 2125.4 feet to the place of Beginning, and containing 43.05 acres of land, more or less.

THERE is further granted and conveyed unto Grantees, their heirs and assigns, the free and uninterrupted use, liberty and easement of passing in and along a certain passageway or road described as follows:

Being a strip twenty (20) feet wide west of and adjacent to and running parallel to the most Northerly East line of said 57 acre tract hereinabove referred to, from public road to most northerly line of said 43.05 acre tract herein conveyed; said use and easement being non-exclusive and to be joint with Grantors, and only for use by Grantors to the extent needed for ingress and egress to explore for, develop, and remove any such oil, gas and other minerals.

FILED FOR RECORD Jan 3, 1985 at 2:15 P.M

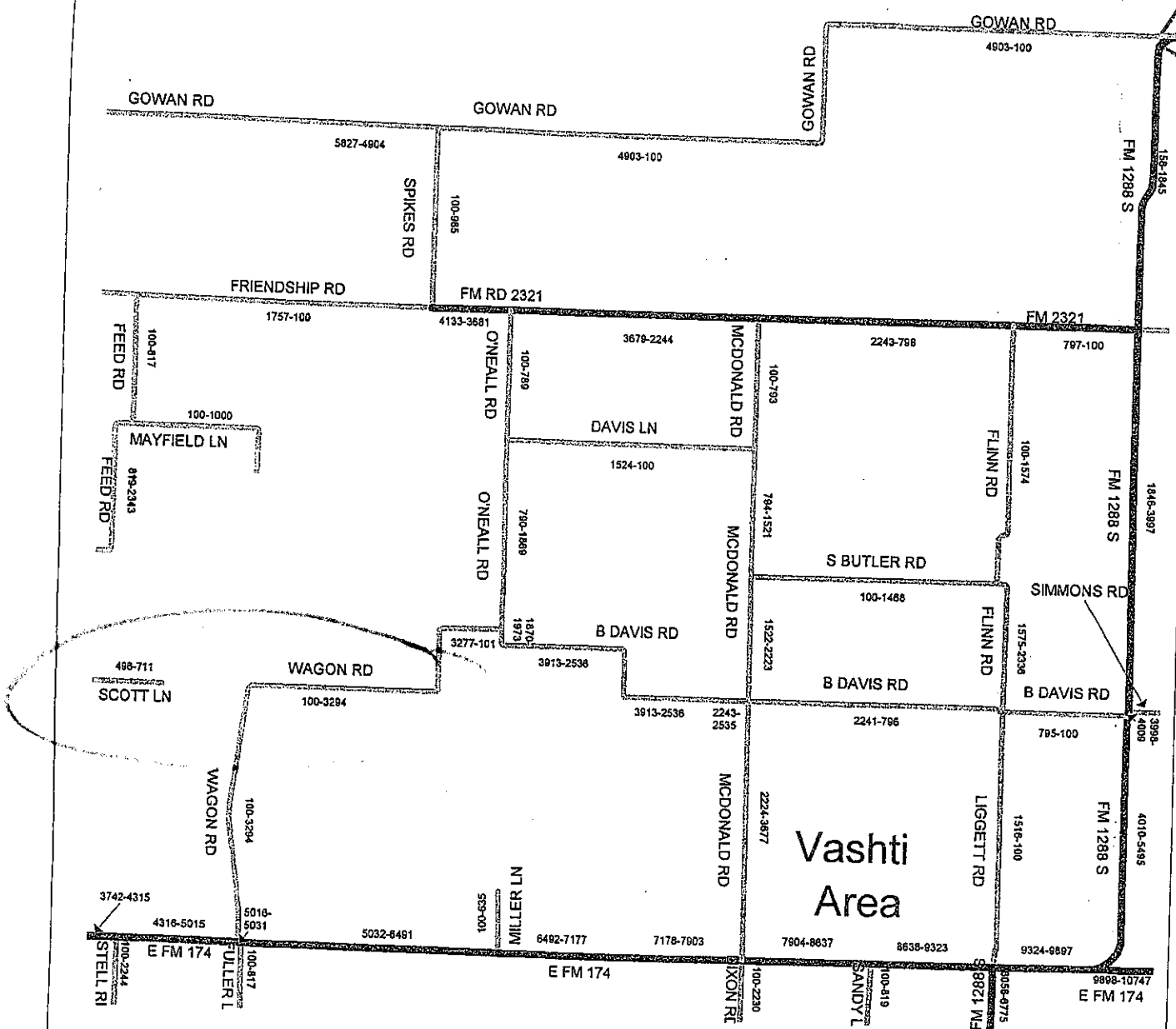
RECORDED Jan 3, 1985 at 3:30 P.M

John J. McGee, County Clerk

by Daniel Parker deputy

43.05 Acres now sold to Tate
with same easement of 20' as defined
above

Attachment 2



Defines end of Scott Rd