Daily Record

Deaths and Funerals

Hugh B. Piland

Hugh B. Piland, 80, Abilene, died Sunday, Jan. 19, 2003, at Memorial Hospital, Abilene.

He was born May 9, 1922, at Waldo, the son of Elmer Harrison and Bessie Faye (Burger) Piland. He graduated from Waldo High School in 1939.

He married Charlotte Lorenz on May 7, 1944.

Mr. Piland begin working as a ticket agent for the Union Pacific Railroad in 1942. He worked in Beloit, Solomon, Hays, Junction City, Fort Riley and from 1945 to 1971 at Manhattan. In 1971, he moved to the Abilene station and retired in 1983.

He was a member of the First Presbyterian Church, Masonic Lodge and the Telegraphers and Clerks Union.

Survivors include his wife, Charlotte of the home; one daughter, Anna Robson of Abilene; one son, Steve Piland of Kansas City, Mo.; three sisters, Lucille Knapp of Casper, Wyo., Alene Brown of Waverly, Iowa and Martha Perry of Apache Junction, Ariz.; one brother, James Piland of Waldo; and three grandchildren.

Funeral services will be at 11 a.m. Thursday, Jan. 23, 2003, at the First Presbyterian Church, Abilene, with the Rev. Robert Frasier officiating. Cremation will follow.

Memorial contributions may be made to the First Presbyterian Church and left at or sent in care of the Danner Funeral Home, P.O. Box 758, Abilene, KS 67410.

Rhiney Riffel

JUNCTION CITY—Rhiney Riffel, 90, Junction City, died Monday, Jan. 20, 2003, at Valley View Professional Care Center, Junction City.

Funeral services will be at 2 p.m. Thursday, Jan. 23, 2003, at Mass-Hinitt Funeral Chapel, 805 Caroline, Junction City, with the Rev. G. Edmond Thomas officiating. Burial will be in Woodbine Cemetery, Woodbine.

Memorial contributions may be made to American Heart

Burge of Haysville; three grandchildren; and six great-grandchildren.

He was preceded in death by his wife, Victoria A., in 1985.

Funeral services will be at 1 p.m. Wednesday, Jan. 22, 2003, at Ryan Mortuary, 137 N. Eighth, Salina. Burial will be at 1 p.m. Thursday in Rosebank Cemetery, Mulberry.

Visitation will be until 8 p.m. today and until time of service Wednesday at the mortuary.

Memorial contributions may be made to Kansas Lung Association or American Cancer Society.

Mary Lee Anderson

Mary Lee "Pat" Teasley Anderson, 78, Abilene, died Monday, Jan. 20, 2003, at Memorial Hospital, Abilene.

She was born Dec. 2, 1924, at Cleveland, Tenn., the daughter of Charles R. and Ruth (Link) Nichols. She was reared in the community. She moved to Abilene in 1954.

She married Tracey Teasley. Most of their married life was spent in Wichita. He preceded her in death on April 10, 1957.

She married Charles "Andy" Anderson on Feb. 14, 1967. They lived in Minneapolis and Abilene. He preceded her in death on Feb. 21, 1983.

Survivors include seven daughters, Theresa Lee Zdenek of Campbell, Calif., Iris Marie McKale of Wamego, Carolina Leon Yeager and Linda Marcelle Weaver, both of Abilene, Melody Ann Hargis of Los Lunas, N.M., and Trina Kaye Perez and Steffanie Cheri Anderson, both of Topeka; one son, Mike Teasley of Abilene; 17 grandchildren; 27 great-grandchildren; and two great-great-grandchildren.

She was also preceded in death by a sister, Edith Fukuda.

Funeral services will be at 1:30 p.m. Thursday, Jan. 23, 2003, at the Danner Funeral Home, Abilene, with the Rev. Jack Gilstrap officiating. Burial will be in Abilene Cemetery.

The family will receive friends Thursday from 1 p.m. until time of service at the funeral home.

Public Meetings

Chapman council

CHAPMAN — The Chapman City Council will meet at 7 p.m. Wednesday at city hall, 402 N. Marshall.

Items on the agenda are:

•bids for concrete slab for skateboarding;

•Freda Gillen, report for skateboard committee;

•consideration of city use only tree burn site, street maintenance overlay improvements and cost of living increases for city employees;

•reports from all departments of the city's 2003 budget plans, projects and purchases;

•city clerk report, consideration of setting mileage fee and blight conditions;

•City Hall Day at the Capitol, Jan. 30;

•council reports of committees.

Bills marked with New York Police Department being passed in town

Several $20 bills marked as evidence seized by the New York Police Department have been found in Abilene since Christmas said assistant police chief Pat Soukup.

There have been five of the bills turned into the police department.

The majority were turned in the week after Christmas with another $20 bill turned in over the weekend.

A description of the person passing the bills should be given to the local police department, or the person should be detained.

Chapman woman, teen arrested after meth lab found

A 37-year-old Chapman woman and a 16-year-old girl were arrested on drug charges following a search of a home Friday by agents of the I-135/I-70 Drug Task Force, the sheriff's department said today.

Arrested was Lisa D. Greeley, 37. The 16-year-old was not identified.

LECC

Abilene Police I
Theft

A 26-inch bicy Marcelle was take on Sunday, Jan. 1

Dickinson Cour
Non-Injury Acci

A 1994 Chevr pickup received a left door in a one- Jan. 16 at Fifth Solomon.

The driver was E. Fourth St., Solo tree stump. The a p.m.

A 1987 Dodge Brown Memorial I 17, when the driv elled around curve

The driver wa 39, 501 Brady, Lot

The accident west from Indy R damage.

A pickup and 7:20 a.m. Sunda Highway 15 near damage. Driver of Club Cab was Ca Eden Road. The d sion.

A car and deer p.m. Sunday, Jan. 206 south of Inter age. Driver of the was Jeffrey L. V Chapman. The dee ger's side.

Damage to Prop

A window belo was damaged at E Monday, Jan. 20.;

Theft from Moto

An amplifier, a inch woofers were Jan. 19 and Monda belonging to Brar Brown Memorial F

Arrests/Citation

Brandon T. La Solomon, aggravat with an alleged in Solomon City P Burkhead, 17, 100

Karen D. Lewis mal at large (horse)

Kenneth R. Ph Hope, DUI on Jan Lark Road.

April D. Finnig dangerous animal a Jan. 19.

Mark Allen Ser Lot 13, littering on and Key Road.

District mig Wetmore m

KANSAS GAS SERVICE
A DIVISION OF ONEOK

CUSTOMER CHARGE ORDER

DATE: 7/16/2010

INVOICE NO: 3146 - 11

BILL TO : South Side Bar (Pat Anderson)
210 W 1St
Abilene, KS 67410

Attn:

Cust. Act. #510586069-1542697

DESCRIPTION OF SERVICES	JOB ORDER NUMBER	AMOUNT
Estimate cost to retire and relocate gas service line and	051.053.3641.005112	
meter to 210 W 1 St St - Abilene	Task 138000	$2,282.02
Concrete replacement		$800.00
Charge Actuals: Labor, Equipment and Material		
—		

Work completed at: 210 W. 1ST Street
Abilene, KS 67410

Acct #510586069-1542697

SUB TOTAL	$3,082.02
STATE SALES TAX	$240.40
COUNTY SALES TAX	$0.00
TOTAL DUE	**$3,322.42**

KGS REPRESENTATIVE
Debbie Reinbold (785) 822-3567

AUTHORIZED SIGNATURE

Please send remittance to the address listed below.

Kansas Gas Service
1001 Edison Pl
Salina, KS 67401

FILED
'03 FEB 19 AM 11 41
CLERK OF DISTRICT COURT
DICKINSON COUNTY, KS

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

GUILFOYLE & HILDEBRAND, P.A.	)	
	)	
Plaintiff,	)	
vs.	)	Case No. 03 LM 194
	)	
LISA MARIE SANCHEZ,	)	
	)	
Defendant.	)	

PETITION
(Pursuant to K.S.A. Chapter 61)

COMES NOW, the plaintiff, Mark A. Guilfoyle, of Guilfoyle & Hildebrand, P.A. of Abilene, Kansas, and for its cause of action against the defendant, states and alleges as follows:

1. That the plaintiff, Guilfoyle & Hildebrand, P.A., is doing business in Dickinson County, Kansas, with a correct post office address of P.O. Box 548, Abilene, Kansas 67410, and is a corporation existing under the laws of the state of Kansas.

2. That the defendant, Lisa Marie Sanchez, may be served with process by serving the defendant personally with a copy of the summons and petition at the defendant's residence of 308 NE 9th Street, Abilene, Dickinson County, Kansas 67410.

COUNT I

3. Plaintiff states that on or about the 25th day of April, 2002, the defendant received legal services provided by the plaintiff for post divorce matters in Case No. DK 97 D 27, in the total amount of $987.55.

4. That plaintiff states that there remains a debt due and owing as of February 17, 2003, in the amount of $839.55.

5. That plaintiff further states that the same is now past due and that although demand has been made, defendant has failed, refused and neglected to pay the same, and plaintiff is therefore entitled to judgement for such past due account.

WHEREFORE, plaintiff prays for judgment against the defendant, Lisa Marie Sanchez, for the sum of $839.55, together with prejudgment interest at the rate of 10% per annum on the judgment from April 25, 2002, to the date of judgement, post-judgement interest thereon at the legal rate until paid in full, reasonable attorney fees of $250.00, and for the costs of this action of $51.00.

GUILFOYLE & HILDEBRAND, P.A.

MARK A. GUILFOYLE, #11311
306 NORTHWEST SECOND STREET
ABILENE, KANSAS 67410
(785) 263-3070
ATTORNEY FOR PLAINTIFF

This is an attempt to collect a debt and any information obtained will be used for that purpose.

'03 MAY 9 PM 12 31

FILED
SECRETARY OF STATE
KANSAS

ARTICLES OF INCORPORATION

OF

MARROWBONE DEVELOPMENT CO., INC.

I, the undersigned incorporator, hereby associate to form and establish FOR PROFIT a corporation under the laws of the state of Kansas in the manner as follows:

ARTICLE I -- Name

The name of the corporation is "MARROWBONE DEVELOPMENT CO., INC."

ARTICLE II -- Registered Office and Registered Agent

The location of the Corporation's registered office in Kansas is 306 NW Second St., Abilene, Dickinson County, Kansas, and the mailing address is PO Box 548, Abilene, Kansas 67410-0548. The Resident Agent in charge thereof at such address is Mark A. Guilfoyle.

ARTICLE III -- Purpose

This Corporation is organized FOR PROFIT and the nature of its business or purpose to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized.

KANSAS SECRETARY OF STATE
NON-CERTIFIED WEB COPY
8/17/2018 3:17:46 PM

05-08-2003 051 0382 3468493	10:39:00 $75.00 01

00635117

ARTICLE IV -- Stock

SECTION 1: Stock Shares. The Corporation is authorized to issue 10,000 shares of common stock of no par value.

SECTION 2: Stock Voting Privileges. Each share of common stock shall be entitled to one (1) vote at all meetings of stockholders.

SECTION 3: Non-Assessibility of Stock. The holders of the stock of this Corporation shall not be held individually responsible as such for any debts, contracts, liabilities, or engagements of the Corporation, and shall not be liable for assessments to restore impairments to the capital of the Corporation; nor shall stock of this Corporation be liable to assessment for any purpose.

ARTICLE V -- Management of Corporation

The Board of Directors shall be responsible for the management of the business of the Corporation and for the conduct of its affairs.

ARTICLE VI -- Incorporators

The name and mailing address of each incorporator is as follows:

Incorporator	Address
Mark A. Guilfoyle	PO Box 548 Abilene, KS 67410-0548

KANSAS SECRETARY OF STATE
NON-CERTIFIED WEB COPY
8/17/2018 8:17:46 PM

39

Prepared by the Dickinson County Title Co., 315 Broadway, P.O. Box 98, Abilene, Kansas67410
Warranty Deed-Joint Tenancy (Following Kansas Statutory form)

STATE OF KANSAS,)
DICKINSON COUNTY,) ss: 001936

This instrument was filed for record on the 5 day of June, A.D., 2003 at 4:13 o'clock P M., and, duly recorded in Book 231 of Deeds at Page 385

Linda Jones
Register of Deeds

C6/C

Deputy.

LNG080 BK14
121-12-0-40-01-001

Entered in my office this 5 day of June 2003
Sandra K. Emig Co. Clerk
Deputy Co. Clerk
By Martha Koelling

REGISTER OF DEEDS SEAL DICKINSON COUNTY, KANSAS

SEAL OF DICKINSON COUNTY KANSAS

RAYMOND D. SHANAHAN, A SINGLE PERSON,

CONVEY(S) AND WARRANT(S) TO:

MARROWBONE DEVELOPMENT CO., INC.

all the following described REAL ESTATE in the County of Dickinson and the State of Kansas, to wit:

A parcel of land lying in the Southeast Quarter of Section Twelve (12), Township Thirteen (13) South, Range One (1) East of the 6th P.M., Dickinson County, State of Kansas, and more particular described as follows:

Commencing at the Southeast corner of Section 12, Township 13 South, Range 1 East of the 6th. P.M., thence North along the East section line of Section 12, and said Section line having an assumed bearing of North 00° 00' West, a distance of 2649.45 feet, to the East Quarter corner of Section 12; thence by turning a Southwest angle of 89°35'35" and proceeding on a bearing of South 89°35'35" West along the Quarter section line, a distance of 40.00 feet to an Iron pin on the West right-of-way line of Federal Aid Secondary Route 189, and said Iron pin also being the point of beginning, and said point also being the Northeast corner of said parcel of land; thence continuing West on a bearing of S 89°35'35" West, along the Quarter section line a distance of 513.92 feet to an Iron pin; thence by turning a Southeast angle of 90°24'25" and proceeding on a bearing of South 00°00' East, a distance of 708.70 feet to an Iron pin on the North right-of-way line of Interstate Highway 70; thence by turning a Northeast angle of 53°28'05" and proceeding on a bearing of North 53°28'05" East along right-of-way line of said I-70, a distance of 527.63 feet to a 4" x 4" concrete post on the North right-of-way line Interstate Highway 70, thence by turning a Northwest angle of 150°45'15" and proceeding on a bearing of North 24°13'20" East, along right-of-way line of said I-70, a distance of 219.25 feet to an Iron pin on the West right-of-way line of Federal Aid Secondary Route 189; thence by turning a Northwest angle of 155°46'40" and proceeding on a bearing of North 00°00' East along the West right-of-way line of said Route 189, a distance of 198.32 feet to the point of beginning.

In consideration of the sum of: $10.00 and other valuable consideration.

Subject to easements, reservations, restrictions and covenants, if any, now of record.

DATED this May 28, 2003.

Archives

THIS STORY HAS BEEN FORMATTED FOR EASY PRINTING

About your archives purchase: Your purchase of **1** articles expires on **10/03/2013 13:56 PM.** You have viewed **1** articles and have **0** articles remaining.

The article you requested is displayed below.

Adult store gains entrance to Abilene

Date: October 2, 2003 **Section:** News

ABILENE -- Attorney Mark Guilfoyle was hired to set up a corporation and act as a registered agent for a West Virginia real estate company that buys and leases out business properties along interstate highways throughout the nation.

"It's not my habit to ask everybody why they're buying the property. And it's probably none of my business," Guilfoyle said Wednesday. "I'm there to make sure they're getting clear title."

Dickinson County officials and others Wednesday were expressing regrets that more questions weren't asked in light of the debut Saturday of a controversial business.

The Lion's Den Adult Superstore opened its first location in Kansas at 2349 Fair Road. The location, about three miles northwest of the Abilene city limits, was formerly a Stuckey's filling station and restaurant off exit 272 on Interstate Highway 70.

Guilfoyle, who also represents the city of Abilene, drafted the incorporation documents for the company that's leasing the property to the store's owner, Lee Applegate of CRD Enterprises, based in Ohio.

The leasing company is Huntington Realty Corp. of Huntington, W.Va., which has incorporated in Kansas under the name Marrowbone Development Co.

Abilene attorney Autumn Fox lives on Fair Road and also represents the city of Enterprise. She said lawyers drafting incorporation documents have an obligation to know the nature of a business, because incorporation is only for lawful purposes.

4

"There is no legal obligation (to ask), but it is the practice of lawyers to do so," she said.

"If I, as a lawyer for the city of Enterprise, acting in my private capacity, had been approached about drafting incorporation documents for an adult superstore three miles outside the city limits, I would not have drafted the article of incorporation. I, personally, would consider it a conflict. Even though it's not literally a conflict.

"I would understand that Enterprise is a community that would be impacted by the presence of that store," Fox said.

Both Guilfoyle and real estate agent Becky Schwab, Abilene, who handled the sale of the 5.8-acre property to Huntington Realty Corp., say they were unaware of plans for the store and were surprised when it opened.

"They (Huntington) **lease** buildings for everything from restaurants to antique malls but nothing in the entertainment business that I was aware of," Schwab said. "Lots of franchise-type places."

The tract of land is one that's been on the market for many years. It's been beset in the past by environmental contamination caused by leaking fuel tanks, which has been cleared up to the satisfaction of officials with the Kansas Department of Health and Environment, Guilfoyle said. It was sold at a tax foreclosure auction two years ago for $35,000 to a California resident, who sold it to Huntington Realty earlier this year.

Guilfoyle said the articles of incorporation for Marrowbone Development state no more than the corporation is to engage in lawful acts and activities. Beyond that, what Huntington does with the property is up to them. The company controls the corporation and owns all the stock, he said.

"If people are opposed to (the business), the way a business disappears is if people don't patronize it," said Guilfoyle, who has represented the city for about four years.

'We're not happy'

The Lion's Den property is zoned for highway businesses, and as such allows for video stores as a type of permitted business.

Even though it's an **adult video** store, there was no conditional-use permit required for the store to open, said Dickinson County Commission Chairman Leo Lefert.

"We're not very happy about it. We thought it was covered. We thought they had to get a conditional-use permit to open that kind of a business there," he said. "We're still researching it."

Lefert had nothing negative to say about anyone who worked on the project, including Guilfoyle.

"I wasn't pleased that anyone helped them get here, but he may not have known what kind of business it was," Lefert said.

ï Reporter David Clouston can be reached at 822-1403, or by e-mail at sjdclouston @saljournal.com.

Technical problems: If you have a technical problem with your account please e-mail newslibrary@newsbank.com.

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DEED BOOK: 233
PAGE: 824

STATE OF KANSAS } ss. 002945
Dickinson County }
Filed for record this

SEP 3 2004

AB0021
115-21-0-20-02-011

Entered in Transfer Record
In my office this 8 day of
Sept. A.D. 2004
Sandra K. Ennis Co. Clerk
by Martha Koelling Deputy Co. Clerk

SEAL OF DICKINSON COUNTY KANSAS

REGISTER OF DEEDS SEAL DICKINSON COUNTY, KANSAS

at 8:35 o'clock A M. and recorded
in book 233 page 824
Linda Ennis Register of Deeds
Deputy

EXECUTOR'S DEED

KNOW ALL MEN BY THESE PRESENTS that whereas on the 20th day of January, 2003, one Mary L. Anderson, a resident of Dickinson County, Kansas, died testate, leaving a Will which was duly admitted to probate in the District Court of Dickinson County, Kansas, on the 20th day of March, 2003, wherein Trina K. Perez was named as Executor and said person was duly appointed by said court as such Executor and Letters Testamentary were issued to her on the 20th day of March, 2003, which letters are in full force and effect; and

WHEREAS, the said Will of Mary L. Anderson, authorizes and empowers said Executor to sell and convey any real estate in said estate, but the Executor also obtain an Order Approving Sale of Real Estate, filed June 1, 2004, and proper notice of the hearing on the Executor's Motion For Authority to Sell Real Estate was sent to each of the heirs, devisees and legatees; and

WHEREAS, said Executor has sold the real estate, which is hereinafter described, to **MICHAEL R. TEASLEY, a/k/a MICHAEL TEASLEY**, of 1114 NW Third St., Abilene, Kansas 67410, for the consideration hereinafter set out, which consideration has been paid in full.

NOW THEREFORE, Trina K. Perez, Executor of the Will of Mary L. Anderson, deceased, in consideration of - NO CONSIDERATION - MADE SOLELY FOR THE PURPOSE OF CONFIRMING, CORRECTING, MODIFYING OR SUPPLEMENTING A DEED PREVIOUSLY RECORDED, AND WITHOUT ADDITIONAL CONSIDERATION - does grant, bargain, sell and convey unto **MICHAEL R. TEASLEY, a/k/a MICHAEL TEASLEY**, all right, title and interest of Mary L. Anderson, deceased, discharged from liability of her debts, in and to all of the following described real estate:

> The North Sixty feet (60') of the East Forty-three feet (43'), Lot Thirteen (13), Block Two (2), Original Town of Abilene, Dickinson County, Kansas.

Subject to reservations, restrictions, easements and zonings of record;

to have and to hold the same, with all the appurtenances and hereditaments thereunder belonging, forever.

(PURSUANT TO K.S.A. 79-1437 A REAL ESTATE VALIDATION QUESTIONNAIRE IS NOT REQUIRED DUE TO EXCEPTION NO. 3.)

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of August, 2004.

TRINA K. PEREZ, Executor of the Estate of Mary L. Anderson, Deceased

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

BE IT REMEMBERED, That on this 27th day of August, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Trina K. Perez, Executor of the Estate of Mary L. Anderson, Deceased, who is personally known to me to be the same person who executed the within instrument of writing as such Executor, and such person duly acknowledged the execution of the same as Executor of the Estate of Mary L. Anderson, Deceased.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year last above written.

NOTARY PUBLIC - State of Kansas
SHAROLYN K. SANCHEZ
My Appt. Exp. 5-21-2008

Sharolyn K. Sanchez, Notary Public
My term expires: May 21, 2008

DEED BOOK: 233
PAGE: 846

206 SW 2nd St.

DEED—QUITCLAIM

FROM

AB0021
115-21-0-20-02-011

TO

Entered in Transfer Record BK33 in my office, this 9 day of Sept 2004
Sandra K. Emig County Clerk.
by Martha Koell Deputy

STATE OF KANSAS. Dickinson County, } ss. 002996

This instrument was filed for record on the 8 day of Sept 2004, at 8:42 o'clock A M., and duly recorded in Book 233 of Deeds, at page 846

Linda Jones Register of Deeds.
By _____ Deputy.

FEES.
Register of Deeds, for recording, $ 8.00
County Clerk, for transfer, $ —
Total, $ 8.00

THIS DEED, Made this 7th day of September 2004, between Michael R. Teasley, a single person of Dickinson County, in the State of Kansas, as first party, and Gregory Kowenicki of Dickinson County, in the State of Kansas, as second party,

WITNESSETH, That first party, in consideration of the sum of Three Thousand Three Hundred and 0/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents CONVEY AND QUITCLAIM, unto second party, his heirs and assigns, all the estate, right, title, interest, and claim which first party has in and to the following described real estate situated in the County of Dickinson and State of Kansas, to wit:

The East 43.0 feet of the South 80.0 feet of lot Thirteen (13) Block two (2), and

The North Sixty feet (N 60.0') of the East Forty-three feet (E 43') of Lot Thirteen (13) Block two (2) all in the Original Town of Abilene Dickinson County Kansas.

TO HAVE AN TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

In Witness Whereof, first party has executed this deed on the day and year first above written.

Michael R. Teasley

STATE OF KANSAS, Dickinson COUNTY, ss.

April 12, 2005

MISC. BOOK: 259
PAGE: 290

Mark Weaver
3013 Nail Road
Abilene, Kansas 67410

Dear Mark,

This is a follow up to our phone conversation on Monday. This letter is also notification of two complaints regarding your property on First Street. The legal description would be the west half of the south half of Lot 25, on First Street, Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas. A.K.O.

1. The issue of water runoff needs to be dealt with. All of the runoff from your building has been diverted to the west which includes my property. Visual inspection of all the buildings to the east have water draining north and south, and no setback. Also, the scuppers for your original roof are clearly visible on the front of your building.

According to my measurements, the property line is at your outside west wall. This would indicate that the overhang from your roof is encroaching on my property. A reasonable remedy might be to cut the overhang back to the wall and put a gutter on.

2. The free access around my building is ceasing. My property will no longer be a parking lot or a driveway, or a place to smoke, drink, or do drugs in the dark. I intend to fence the east portion of my property, as I clear the south 51 feet of lot 27 of obstacles. The intent is to be able to use my property as I so desire and have a useful building site for the future. Easements and encroachments will be challenged regarding negative consequences to the value of my property.

I am submitting a fence permit which allows you to exit your building through the existing door. The fence will also allow for inspection of the gas meter, which is a utility with a valid easement. Should you wish to suggest changes or have other ideas, I'm OK with that . So long as you understand that I would then expect financial contribution from you towards the project.

This consideration of egress through your pre-existing doorway is convenient for me at this time and neither grants or implies rights of easement to you or future owners of your property.

You may not have noticed that I installed night lighting between our buildings.

Please notify me and the city inspection department of your claims or responses by April 30, 2005, as I intend to move forward on a timely basis.

Sincerely

Scott Ostermann

cc: City of Abilene Inspection Dept.

STATE OF KANSAS } SS.
Dickinson County }

001126
Filed for record this

REGISTER OF DEEDS SEAL DICKINSON COUNTY, KANSAS

APR 18 2005

at 10:36 o'clock A M. and recorded
in book 259 page 290
Linda Jones
Register of Deeds
Deputy

CE C ✓ 14 ✓ S

April 12, 2005

MISC. BOOK: 259
PAGE: 289

Bill Peterson
Peterson Farms, Inc.
901 N. Buckeye
Abilene, Kansas 67410

Dear Mr. Peterson,

This letter is notification of two complaints regarding your property at Cedar and Texas Streets. The legal description would be all of Lots 27 and 29 except for the south 51 feet of those said lots, on First Street, Thompson & McCoy's Addition, Abilene, Kansas. A.P.O.

1. The issue of water runoff needs to be dealt with. All of the runoff from your building comes out of the southeast spout, runs west, and drains into the ground on my property. As you recall, I was at your house, late summer of 2003, to speak to you about that. Additionally, in May of 2004, we met in Mark Guilfoyle's office to discuss it again. That meeting was mainly about my concern about the possibility of my sewer pipe being under your collapsing sidewalk on the north side of the building. Common sense would indicate that all of your water runoff runs under your building and possibly mine.

You may have noticed that I removed that crumbling slab where the water goes, at my expense, to make sure there wasn't a sinkhole under there. I have temporarily diverted your runoff to the south, while I am working on that project. You may not have noticed that I installed night lighting between our buildings.

2. The free access around my building is ceasing. My property will no longer be a parking lot or a driveway, or a place to smoke, drink, or do drugs in the dark. I intend to fence the east portion of my property, as I clear the south 51 feet of lot 27 of obstacles. The intent is to be able to use my property as I so desire and have a useful building site for the future. Easements and encroachments will be challenged regarding negative consequences to the value of my property.

Your easement runs east-west across the north 10 feet of the south 51 feet of lots 27 and 29. According to my measurements, the south side of your building is the property line. I intend to install a 10 foot locked gate opening, hinging at the southeast corner of your building, on a line straight with the east side of our existing building walls. This gate should satisfy my obligation to the easement. The fencing materials and installation on my permit application will be at my expense. Should you wish to suggest changes or have other ideas, I'm OK with that. So long as you understand that I would then expect financial contribution from you towards the project.

Please notify me and the city inspection department of your claims or responses by April 30, 2005, as I intend to move forward on a timely basis.

Sincerely

Scott Ostermann

cc: City of Abilene Inspection Dept.

STATE OF KANSAS } SS.
Dickinson County

001125
Filed for record this

REGISTER OF DEEDS SEAL DICKINSON COUNTY, KANSAS

APR 18 2005

at 10:31 o'clock A M. and recorded
in book 259 page 289
Glenda Jones
Register of Deeds
Deputy

12

FEE 14.00

MISC. BOOK: 26
PAGE: 840

WM. REX LORSON

ATTORNEY AT LAW

114 EAST IRON AVENUE

SALINA, KANSAS 67401-2608

TELEPHONE 785/825-8236

Mr. Scott Ostermann
415 Brice Ct.
Abilene, Kansas 67410

May 24, 2005

Dear Mr. Ostermann:

After we met on the 12th I had an opportunity to go over the paperwork which you had in your file, and I also had an opportunity to visit the properties when I was in Abilene on Tuesday. When I was in Abilene I had a chance encounter with Mark Guilfoyle and he told me that he does represent the Petersons as well as the operator of the bar in addition to his job as City Attorney.

I think that you have a difficult, although not impossible, task in accomplishing the objectives we spoke of, primarily getting the necessary permit to fence off a portion of your property.

I would be willing to undertake representation of you in this matter if you so desire. I bill at the rate of $150 an hour and would request a $1,000 deposit or retainer be paid to commence my representation. I would draw on this money as fees are incurred.

I will look forward to hearing from you.

Yours truly,

Wm. Rex Lorson

WRL:jdc

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CITY OF
ABILENE, KANSAS

P.O. BOX 519
419 N. BROADWAY
ABILENE, KANSAS 67410-0519
PHONE: 785-263-2550
FAX: 785-263-2552
www.abilenecityhall.com

March 31, 2006

Scott Ostermann
P.O. Box 221
Abilene, Kansas 67410

Dear Scott:

I am in receipt of your letter concerning the Down South Tavern located at 210 West First Street in Abilene.

In checking the concerns that you noted in your letter I offer the following information.

The City Attorney does not review CMB licenses unless there is a legal question. The application is reviewed by the City Clerk and checked by the Police Department and then an on site inspection is performed by the Fire Department and Building Official prior to it being forwarded on to the City Commission for consideration and approval.

The CMB license application only requires that the manager and the property owner be listed. The issue that you questioned regarding the ownership of the property has been clarified and now shows Brenda Weaver.

The Building Inspector, Dick Paul has spoken to the manager concerning the padlock you questioned on the front door. The manager has agreed to secure the padlock when they are open so that no one would be locked in the building. On the issue of the doors swinging in instead of out this is controlled by the occupancy and in those with (50) or less they can swing either in or out according to the Building Official, Dick Paul.

Based on the City regulations for the issuance of CMB licenses the tavern has met the necessary requirements and is operating under a valid license issued by the City.

Please advise if you have any further questions.

Sincerely,

Mark F. Arbuthnot
City Manager

sostermann

MISC. BOOK: 264
PAGE: 848

MARK A. GUILFOYLE, ATTORNEY P.A.

306 N.W. SECOND • P.O. BOX 548 • ABILENE, KS 67410
(785) 263-3070 • FAX (785) 263-4363

April 19, 2006

Mr. Scott Ostermann
101 North Cedar
Abilene, Kansas 67410

RE: Drive Easement

Dear Mr. Ostermann:

Bill Peterson of Peterson Farms, Inc., owner of the property directly North of your property advises me that you are parking in the driveway between the buildings. This is preventing Peterson's tenants clients from loading seed out the Peterson building. I enclose a copy of the Deed whereby Peterson Farms deeded to Brunner's, former owners of your property, and reserved an easement for ingress and egress and not for parking from the North ten feet of your property. This means that you can not park and block that drive.

Please cease parking in the drive between the buildings immediately. Should you fail to do so, Peterson Farms would have the right to go to Court to get an injunction to prevent you from blocking the drive pursuant to the easement retained by Peterson Farms.

Sincerely yours,

MARK A. GUILFOYLE, ATTORNEY P.A.

Mark A. Guilfoyle

MAG/mjf

Enclosure:
cc of Deed
cc to Bill Peterson

12.

Deed Book 219 Page 980

Prepared by THE DICKINSON COUNTY TITLE CO., 315 Broadway, Abilene, Kansas 67410
WARRANTY DEED - Joint Tenancy (following Kansas Statutory form)

STATE OF KANSAS,) 002387
) ss:
DICKINSON COUNTY,)
This instrument was filed for record on the
5 day of July, A.D., 1996.
at 9:30 o'clock A M., and duly recorded in
book 219 of Deeds
at Page 980.

Linda Jones
Register of Deeds

Deputy.

AB0206 BK30
115-16-0-30-01-009

Entered in Transfer Record
in my office this 10
July 96
Sandra K. Ewing
Co. Clerk
by Martha K. Kelting Asst
Deputy Co. Clerk

PETERSON FARMS, INC., a Kansas Corporation CONVEYS AND WARRANTS

TO

Mark C. Brunner and Connie M. Brunner, husband and wife,

as JOINT TENANTS, with the right of survivorship and not as tenants in common, all the following described REAL ESTATE in the County of Dickinson and the State of Kansas, to-wit:

The South Fifty-one (51) feet of Lots Twenty-seven (27) and Twenty-nine (29), on First Street, Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas,

Reserving to said grantor its, successors and assigns an easement for the purpose of ingress and egress and not for parking over and across the North Ten (10) feet of said property.

Grantors hereby confirm a certain easement for sewer line dated May 23, 1950, filed June 6, 1950 and recorded in Misc. Book 118 Page 273 office of Register of Deeds, Dickinson County, Kansas.

for the sum of One Dollar ($1.00) and other valuable consideration.

Subject to easements, reservations, restrictions and covenants, if any, now of record.

DATED this 26th day of June, 1996.

PETERSON FARMS, INC.

By William H Peterson
William H. Peterson, President

State of Kansas, County of Dickinson:

The foregoing instrument was acknowledged before me this 3rd day of July, 1996 by William H. Peterson, President of Peterson Farms, Inc., a Kansas Corporation, on behalf said corporation.

L. F. HAUG
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES

L F Haug
NOTARY PUBLIC

My appointment expires: 10-20-98

April 24, 2006

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PAGE: 849

Mr. Mark Guilfoyle
PO Box 548
Abilene, Kansas 67410

Dear Mr. Guilfoyle,

Thanks for the notification . Shortly after receiving your letter, I visited with Mr. Romberger and explained that I was unaware his customers wanted to drive through the easement on my property. I explained to him that in three years I had not seen Romberger or any of his customers drive through. But, I had observed tavern customers tire tracks several times. Mr. Romberger told me they were thinking of using the south walk in door to load out seed, I told him that's fine with me, as I have actually never contested the easement agreement.

I didn't discuss with Mr. Romberger the fact that when I park on my property, the space west of my building is available for his customers, which they use all the time anyway. I can't help but wonder why he and his hired help park in the spaces to the west, directly in front of their own building, when those spaces could actually be left available for their seed customers. Of course, I'm speculating that's only because they don't want to park on Texas Street because of the unsafe sidewalk.

I asked Mr. Romberger if you also served notice to the tavern operators whose customers routinely park on my 10 foot easement on Peterson property, which is described in a document recorded in Misc. Book 138, Page 295 at the county register of deeds office. I notified Mr. Romberger that I intend to start using my easement this summer, so could they please clean up all that debris. Again, we discussed that Petersons and myself have reciprocal agreements that are mutually beneficial. Allowing access to the tavern customers, which Petersons seem to ignore, is not acceptable to me.

Mr. Guilfoyle, I don't need to explain anymore how my concerns and requests have been ignored by my neighbors.

If Petersons want to sell the property, why don't they consider some of the issues brought up in recent years, and let's talk about a price. Petersons are aware I made a final attempt to reach a purchase agreement with the tavern people, and failed. If you really do have a connection to the tavern people, it is clear now, that they don't have anything of value to offer for sale. Their position of "been that way a long time" really isn't worth anything. It seems to me, the continued tavern access and use of Peterson property is certainly detrimental to the value of Peterson's property, though.

If you do represent both Petersons and the tavern people, could I pay you to broker a purchase/sale agreement with either of them. I was ready to raise my offer to Mark Weaver just to get it done, but he started that story about a $30,000 plus lien on the building, so they couldn't sell it. After he told me that, how can anyone feel comfortable trying to buy any property with such a dubious reputation. I don't trust or believe anything any of them has told me now.

Petersons property, while having a more distinguished pedigree, could just be another obsolete building next to the junkyard where the tavern customers like to park without being seen.

I look forward to hearing from you.

Sincerely,

Scott L. Ostermann

MARK A. GUILFOYLE, ATTORNEY P.A.

306 N.W. SECOND • P.O. BOX 548 • ABILENE, KS 67410
(785) 263-3070 • FAX (785) 263-4363

August 30th, 2006

Mr. Scott Ostermann
101 North Cedar
Abilene, Kansas 67410

RE: Drive Easement

Dear Mr. Ostermann:

Bill Peterson informed me that you removed the concrete drive between his building and your building without any notice to him. I previously provided you a copy of the Deed that showed that Peterson Farm's Inc. reserved an easement ten (10) feet wide over where the alley-way is located. The tenant on the Peterson property, Mr. Romberger, operates a seed business out of that location. He drives a forklift in and out of the building using that alleyway where the easement is located. By removing the concrete you have made it almost impossible for Mr. Romberger to drive his forklift in and out of the building because there isn't sufficient hard surface on which to drive.

Under Kansas Law, Mr. Peterson has the right and the duty to maintain the easement as the person who is claiming the easement. See Strauss v. Thompson, 175 KS 98. Kansas law has no cases on point as to alterations but refers to C.J.S. easements section 95, a copy of which is enclosed. In the absence of any agreement, no material change can be made in an easement by either party without the other's consent. Again you failed to provide notice to Mr. Peterson regarding your plan to remove the concrete, and therefore there could have been no consent. The easement was retained for the benefit of the Peterson tract. You can not interfere with that easement, and can not materially alter the easement so as to interfere with Mr. Peterson or his tenant's use of the property. By removing the concrete you have interfered with Mr. Peterson's tenant's use of the property, because he can not drive his forklift in and out the building using the easement, with the concrete being removed.

Please reinstall concrete and restore the easement to its original condition, the same

being concrete, so that Mr. Peterson's tenant can safely drive the forklift in and out of the Peterson building. You have two (2) weeks in which to complete the repairs, and restore the easement to its original condition.

Sincerely yours,

MARK A. GUILFOYLE, ATTORNEY P.A.

Mark A. Guilfoyle

MAG/mjf
Enclosures:
cc of KSA statues
cc to Bill Peterson

MARK A. GUILFOYLE, ATTORNEY P.A.

306 N.W. SECOND • P.O. BOX 548 • ABILENE, KS 67410
(785) 263-3070 • FAX (785) 263-4363

October 17th, 2006

Mr. Scott Ostermann
101 North Cedar
Abilene, Kansa 67410

RE: Peterson's Farms Easement

Dear Mr. Ostermann:

I have been by the Peterson property and see that you have not done anything to put the alley back the way it was, which was as a concrete drive. At this point it appears you do not intend to put the drive back in its original condition. Take notice, that if you do anything else to impair the use of the easement along the South side of their building, or to impair their ability to use the property on which you have an easement running along the East side, that I will be filing an action in Court to restrict your further interference with their rights. Please take no further action to interfere with their use of their property.

Sincerely yours,

MARK A. GUILFOYLE, ATTORNEY P.A.

Mark A. Guilfoyle

MAG/mjf
Enclosure
cc to Bill Peterson

MISC. BOOK: 264
PAGE: 842

STATE OF KANSAS } ss. 004761
Dickinson County }
Filed for record this

REGISTER OF DEEDS SEAL DICKINSON COUNTY, KANSAS

DEC 14 2006

at 3:45 o'clock P M, and recorded
in book 264 page 842
Rhonda Jones
Register of Deeds

Notification to the Public

December 14, 2006

To whom it may concern:

I, the undersigned, present these letters to be recorded in the public record of the following property.

Street Address
101 North Cedar
Legal Description
The south fifty-one (51) feet of lots twenty-seven (27) and twenty-nine (29), First Street, Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Location of Roadway Easement Agreements, Register of Deeds office.
Peterson Farms, Inc., Party of the First Part
Scott L. and Christine C. Ostermann, Party of the Second Part
Misc. Book 118, Page 96.
Misc. Book 138, Page 295.

Location of Utility Easement Agreement.
Scott L. and Christine C. Ostermann, Grantor
Kansas Gas Service, Grantee
Misc. Book 118, page 436.

Sewer easement from Peterson Farms, Inc. to Ostermann.
Misc. Book 118, page ~~273.~~ 573 A.R.O.

Letters pertaining to aforementioned easement agreements.

Certified Letter to Peterson Farms, Inc. , April 12, 2005.
Certified Letter to Kansas Gas Service, April 28, 2005.
Certified Letter to Westar Energy, May 2, 2005.
Letter from Attorney Lorson, May 24, 2005.
Letter to Peterson Farms, Inc., November 17, 2005.
Letter from Guilfoyle/Peterson Farms, Inc., April 19, 2006.
Response to Attorney Guilfoyle, April 24, 2006.
Letter from Guilfoyle/Peterson Farms, Inc., August 30, 2006.
Letter to City Commissioners, September 7, 2006.
Letter from Guilfoyle/Peterson Farms, Inc., October 17, 2006.

Submitted to the public,

Scott L. Ostermann

Scott L. Ostermann

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