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IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

CLERK OF DIST. COURT
EIGHTEENTH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS
BY

FOLIAGE DEVELOPMENT, INC., a Kansas
corporation,

Plaintiff

11CV0410

vs.

CASE NO. _____

DR. MILA MEANS b/b/a DR. MILA MEANS
MEDICAL OFFICE

Defendant

Pursuant to Chapter 60 of
Kansas Statutes Annotated.

PETITION

Comes now Plaintiff, Foliage Development, Inc., and for its claims for relief against Defendant, Dr. Mila Means d/b/a Dr. Mila Means Medical Office, alleges and states:

1. Plaintiff is a Kansas limited liability company doing business in Sedgwick County, Kansas, with its principal office at 9916 E. Harry, Suite 104, Wichita, Sedgwick County, Kansas.

2. Defendant operates a medical office practice at 9916 E. Harry, Suite 105, Wichita, Sedgwick County, Kansas 67207.

3. Plaintiff is the owner of the real property legally described as Lot 4, Block 1, Park Meadow Estates, Sedgwick County Kansas, along with the improvements thereon consisting of an office building (the "Office Building"). Such property is zoned General Office. Plaintiff leases space in the Office Building to various tenants for use as general offices.

4. Plaintiff and Defendant entered into that certain written Lease Agreement dated November 5, 2008 ("Lease" or "Agreement"), a fair and accurate copy of which is attached hereto as Exhibit "A" and incorporated herein as if fully set forth. Pursuant to the Lease, Defendant leased from Plaintiff the premises in the Office Building with the

common address listed in the lease of 9920 E. Harry, Suite 100, Wichita, Kansas 67207, and the common post office address of 9916 E. Harry, Suite 105, Wichita, Kansas 67207 (the "Premises").

5. The Lease includes the following terms and provisions relevant to the claims herein:

(a) Paragraph 6 of the Lease states:

"6. USE: Tenant agrees to use the premises solely as a private business office. The Tenant also agrees not to violate any law or ordinance of any governmental authority with respect to the premises or any common areas. Tenant agrees to use good judgement (sic) and thoughtfulness for others in the use of the property. Tenant further agrees not to commit, suffer or permit any waste or nuisance in, on, or about the said premises, or in any way to annoy, molest or interfere with any other Tenant or occupant, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by the Landlord (emphasis added)."

(b) Paragraph 8 of the Lease states:

"8. ALTERATIONS and IMPROVEMENTS: Tenant shall make no alterations or improvements to the premises without obtaining Landlord's written consent in advance, including, without limitation, painting, wallpapering, permanent shelving, and flooring, and the changing of locks. Tenant agrees to restore the property to its prior condition upon moving out."

(c) Paragraph 9 of the Lease states:

"9. NOISE: Tenant agrees not to allow on the premises any excessive noise, or any other objectionable behavior which disturbs the peace and quiet of other Tenants."

(d) Paragraph 16 of the Lease states:

"16. COSTS OF COLLECTION. In the event suit is necessary to enforce any of the provisions herein contained . . . Tenant agrees to pay Landlord reasonable attorney fees and court fees . . ."

6. On or June 2010, Defendant advised Plaintiff that she needed additional space for her office practice. Plaintiff agreed to and did add to the Premises under Defendant's Lease a large room from its own suite of offices that was adjacent to the original Premises under Defendant's Lease. At the time, Defendant did not advise Plaintiff of her real intentions with respect to the use of the additional space, but in fact concealed her intentions from Plaintiff.

7. In the fall of 2010, Defendant requested Plaintiff's permission to perform abortions in the Premises. Plaintiff denied that permission and confirmed that denial both

in a meeting and by letter dated December 20, 2010. Plaintiff advised Defendant that performing abortions in a multi-tenant building would not only be inappropriate and a disruption to other tenants in the building, but would constitute a violation of the Lease by creating a clear nuisance to and disturbing the peaceful possession of all other tenants in the Office Building.

8. In addition to creating a disturbance and a nuisance on and around the Office Building, Defendant's intended activities would create an unsafe environment for all tenants and their employees, invitees and guests in the Office Building - and Defendant knows it. Defendant has in fact hired a full time security guard to protect her from potential violence against her person. Defendant's security guard attended the meeting referenced in the preceding paragraph and was introduced to Plaintiff's representatives as Defendant's security consultant and security guard.

9. During the meeting referenced in the above paragraph, Plaintiff's representatives advised Defendant that Plaintiff would consent to a termination of Defendant's lease, without penalty.

10. Notwithstanding, Defendant advised Plaintiff that she was proceeding with her plans to perform abortions in the Premises; that she is undergoing training in Kansas City; and that that she intends to start offering abortions in the Premises in 2011.

11. Performing abortions on the Premises would be a material breach of the terms and provisions of the Lease as follows:

(a) Violation of Paragraph 6 of the Lease restricting the use of the premises "solely as a private business office";

(b) Violation of Paragraph 6 of the Lease by failing "to use good judgement (sic) and thoughtfulness for others in the use of the property", Defendant knowing full well that the other tenants use of the Office Building will be adversely impacted by the daily presence of protestors and supporters in and around the Office Building as well as creating a potentially unsafe environment.

(c) Violation of Paragraph 6 of the Lease by using the Premises for a purpose Defendant knows is assured to cause a "nuisance in, on, or about" the Office Building.

(d) Violation of Paragraph 9 of the Lease by using the Premises for a purpose which Defendant knows "disturbs the peace and quiet of the other Tenants."

12. In the event Defendant needs to make any alterations, improvements or changes to the Premises in order to perform abortions, she cannot do so under the terms and provisions of Paragraph 8 of the Lease without Plaintiff's "written consent in advance". Plaintiff is informed and believes that Defendant will need to make some alterations to the Premises in order to perform abortions on the Premises. Doing so without the written consent of Plaintiff in advance would be a material breach of the Lease.

13. Defendant's intentions have become common knowledge through news media coverage as well as rallies, prayer vigils and protests at and around the Office Building. The Kansas Coalition for Life has held one vigil and the Word of Life Church has held two protests on and around the Office Building. In addition, officers of the Wichita Police Department were called to the Office Building on December 22, 2010 by Defendant to investigate a "suspicious package" Defendant was concerned might contain explosives or other harmful contents.

14. Three tenants have formally notified Plaintiff of their intention to vacate their leased premises in the office building due to the anticipated nuisance of daily protests as well as safety issues. Letters from two of those tenants are attached hereto as Exhibits "B" and "C" and made a part hereof. Other tenants have advised Plaintiff that if the controversy and nuisance continues at the Office Building and/or if Defendant does commence performing abortions in the Office Building, that they will look for other office space and vacate the Office Building as soon as space can be found.

15. The Kansas Coalition for Life has advised representatives of Plaintiff that it will organize daily protests at the Office Building – stating that they will be out there every day and that "it will be a circus out there". Plaintiff has no legal recourse to prevent such activities so long as they are compliant with all applicable laws.

16. Operation Rescue has its national headquarters in Wichita, Kansas. Operation Rescue is known for civil disobedience. Operation Rescue has publicly stated they have orchestrated over 75,000 arrests for "civil disobedience" in front of abortion clinics. Operation Rescue operates "a fleet of Truth Trucks", which are vehicles that display graphic images of aborted fetus. Operation Rescue has published on its website that Operation Rescue regularly parks these "Truth Trucks" in front of abortion clinics. Operation Rescue parked a "Truth Truck" in front of a former Wichita abortion clinic "every day for 5 years" prior to its closure. Plaintiff representatives are advised that Operation Rescue will continue its practice of civil disobedience on Plaintiff's property and park its graphic "Truth Truck" on or near Plaintiff's property. Both these actions will cause disturbance, loss of revenue, and devalue Plaintiff's property. Plaintiff has no legal recourse to prevent such activities so long as they are compliant with all applicable laws.

17. Operation Rescue has published the address and contact information of Plaintiff on its website. Plaintiff believes this website receives a considerable amount of web traffic and over time the disturbances will likely increase in fervor and frequency.

18. The plans of Defendant to perform abortions in the Premises, unless restrained and enjoined by an order of this Court, will cause great and irreparable harm to Plaintiff, in that:

- (a) The perceived and actual safety of Plaintiff's tenants is in doubt with the protest activities going on around the Office Building now and that are assured to go on around the Office Building if Defendant is allowed to perform abortions on the Premises;

- (b) Plaintiff will lose substantial revenue from tenants vacating the Office Building;
- (c) Plaintiff will find it difficult if not impossible to lease or re-lease space in the Office Building for the same or substantially similar rents it now commands, if Plaintiff can lease or re-lease space in the Office building at all;
- (d) The market value of the Office Building will be adversely impacted dramatically, if not destroyed, because of materially reduced revenue and materially reduced revenue potential; and
- (e) Plaintiff will be unable to meet its mortgage and other obligations with respect to the Office Building because of reduced revenue and/or reduced revenue potential.

19. Plaintiff has no adequate or speedy remedy at law for the damages Plaintiff is suffering and will suffer in the future unless Defendant is restrained and enjoined from performing abortions on the Premises as she intends, because once tenants vacate space in the building it will be difficult if not impossible to replace them, the safety and security of tenants in the Office Building and their employees, invitees and guest will be threatened, the future marketability of the property as an office building suitable for general offices will be destroyed, the loan value of the Office Building will be reduced causing a default in the terms and provisions of the current mortgage, and the market value of the Office Building will be permanently and materially impacted.

WHEREFORE, Plaintiff prays for and requests:

- 1. Issuance of a temporary restraining order restraining Defendant and her agents and employees from offering to perform or performing abortions on the Premises or making alterations, improvements or changes in or to the Premises;
- 2. Issuance of a preliminary injunction enjoining Defendant and her agents and employees from offering to perform or performing abortions on the Premises or making alterations, improvements or changes in or to the Premises;
- 3. On final hearing, Defendant and her agents and employees be permanently enjoined from offering to perform or performing abortions on the Premises or making alterations, improvements or changes in or to the Premises;
- 4. That Plaintiff receive costs and expenses incurred in this action including reasonable attorney's fees; and
- 5. That Plaintiff receive such other and further relief as the Court deems just and proper.

Dated this 28 day of January, 2011.

SIGNATURES ON FOLLOWING PAGE

Foliage Development, Inc., a Kansas corporation

By: Kevin Daves
Kevin Daves, its President

VERIFICATION

Kevin Daves, being first duly sworn, on oath deposes and says that he is the President of Foliage Development, Inc., a Kansas corporation, Plaintiff in the above Petition; that he, as the officer and agent of Plaintiff, is duly authorized to make this affidavit, declaration and verification in this behalf: that he has read the foregoing Petition and knows its contents and declares and verifies under penalty of perjury that the matters set forth in the Petition are true and correct. Executed this 28th day of January, 2011 by Kevin Daves.

(Seal)



D. Kathleen Lewis
Notary Public

D. Kathleen Lewis
Print Name of Notary Public

My Commission Expires: 4.6.11

THE LAW OFFICES OF HARKER E RUSSELL

Harker E. Russell

Harker E. Russell

Kansas Bar Number: 08607

hrussell@coredevelopmentinc.net

9916 E. Harry, Suite 104

Wichita, Kansas 67207

Telephone: (316) 686-2290

Facsimile: (316) 686-2015

Attorneys for the Plaintiff

EXHIBIT "A"

6 Pages

LEASE AGREEMENT

THIS LEASE, made and entered into this 5th day of November, 2008

BY AND BETWEEN

FOLIAGE DEVELOPMENT, INC.
hereinafter referred to as "LESSOR"

and

Dr. Mila Means Medical Office
hereinafter referred to as "LESSEE"

1. ADDRESS of PROPERTY to be leased: 9920 E. HARRY, SUITE 100
WICHITA, KS 67207

2. TERM: The initial term of this lease shall be five years beginning on December 1st
2008 and ending on November 30th, 2013.

3. RENT: Rent is payable monthly in advance at a rate of \$ 1,500.00 per month for the first two years of the term, due and payable on the first day of each month to the Lessor at 9916 E. Harry, Suite 104, Wichita, KS. 67207. Rent for the third, fourth and fifth year will be determined by an addendum to this lease, but will not exceed \$1,650.00 per month. If commencement of this Lease is other than the first of the month, in the month following commencement of this Lease, Tenant shall pay pro rata the rent to the end of that month and thereafter, the monthly rental shall be due and payable on the first day of the month in advance.

a. Two (2) sets of access keys will be given to the Tenant signing this agreement. Extra keys are at the Tenant's expense. It is clearly understood by the Tenant it will not be Landlord's responsibility to provide access after business hours. If management provides access after business hours, there will be a \$25.00 service charge.

4. LATE PAYMENTS and RETURNED CHECKS: A late charge of \$5.00 shall be charged to Tenant for each day that rental payment is delinquent, commencing on the 5th day from the due date. Tenant agrees to pay an additional charge of \$25.00 for each check returned unpaid by the bank. Tenant agrees to pay all returned check amounts and charges incurred in the form of cashier's check, certified check, or money order.

5. DEPOSITS: Tenant shall pay Landlord, upon execution of this agreement, a security deposit of \$ \$1,500.00. This amount is refundable and, will be returned to the Tenant within 14 days after the property is vacated, if the Lease has been properly terminated, (See Paragraph 11) and to the extent the security deposit exceeds the actual cost of cleaning, painting, and damage repairs, normal wear and tear excluded. If actual cost of damage or breach of the terms of this Lease exceed the amount of the Security Deposit, Tenant shall personally pay any excess cost. In the event Lessee fails to fulfill Lessee's obligations hereunder, this deposit shall become property of Lessor, not as a penalty but as liquidated damages. Tenant shall not apply any portion of the security deposit against unpaid rent. Tenant acknowledges that the premises are in good condition at commencement of this Lease.

LD
LESSOR

MA
LESSEE

6. USE: Tenant agrees to use the premises solely as a private business office. Tenant also agrees not to violate any law or ordinance of any governmental authority with respect to the premises or any common areas. Tenant agrees to use good judgement and thoughtfulness for others in the use of property. Tenant further agrees not to commit, suffer, or permit any waste or nuisance in, on, or about the said premises, or in any way to annoy, molest, or interfere with any other Tenant or occupant, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by the Landlord.

7. TERMINATION: Upon termination of this Lease, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises in the same condition as he found them, except for normal wear and tear. Tenant may terminate this Lease by giving 30 days notice in writing to the Landlord prior to the lease expiration date. Verbal notice is not sufficient under any circumstances. If Tenant fails to give the 30 day written notice or if Tenant moves out without rent being paid in full for the entire lease term or renewal period, resident will be liable for a cost-of-reletting charge of the deposit amount plus continued liability for future rentals and other damages or charges to which the owner is entitled.

8. ALTERATIONS and IMPROVEMENTS: Tenant shall make no alterations or improvements to the premises without obtaining Landlord's written consent in advance, including, without limitation, painting, wallpapering, permanent shelving, and flooring, and the changing of locks. Tenant agrees to restore the property to its prior condition upon moving out.

9. NOISE: Tenant agrees not to allow on the premises any excessive noise, or any other objectional behavior which disturbs the peace and quiet of other Tenants.

10. INJURIES or DAMAGE: The owner of the premises shall not be liable for any loss or damage to the Tenant's effects, except where such is due to owner's negligence. It is agreed it is Tenant's responsibility to insure Tenant's property and safeguard against personal loss.

11. INDEMNIFICATION: Tenant agrees to save and hold Owner harmless from any claims, or damages arising as the result of Tenant's failure to comply with any requirements imposed by any governmental authority, failure to fulfill any of the terms or conditions of this Lease, or negligence.

12. POSSESSION: Failure to deliver possession of the premises at the time herein agreed upon shall not subject Owner to liability for damages beyond the amount of the deposit received from Tenant.

13. ABANDONMENT: Tenant's absence from the premises for 25 consecutive days, while all or any portion of the rent is unpaid, shall be deemed abandonment of said premises, and this Lease at Owner's option may immediately terminate without further notice. Tenant's belongings will be inventoried, stored, or disposed of, and the property re-rented without any liability of Landlord to the Tenant whatsoever.

14. REPAIRS: Tenant agrees to keep the property, equipment, and fixtures in a clean and sanitary condition. Management agrees to make necessary repairs to property upon written notice from Tenant. If damage is caused by Tenant or guests, other than normal wear and tear, Tenant may repair such damage at his own expense. Upon Tenants' failure to repair, Landlord may, after reasonable notice, make such repairs and Tenant shall be liable to Landlord for the cost incurred by Landlord. Tenant agrees to pay Landlord for the cost of such repair with the next rent payment.

15. SUBLETTING: Lessee agrees not to sublet the premises without prior written consent of Lessor. In the event sublet is allowed, a new lease will be executed for a period of time identical to this lease and original tenant remains fully liable hereunder but shall receive credit for all rentals paid by succeeding tenants. Any sublet expenses incurred by Lessor will be paid by original Lessee.

16. COST OF COLLECTION: In the event suit is necessary to enforce any of the provisions herein contained, or to recover possession, Tenant agrees to pay Landlord reasonable attorney fees and court fees, and delinquent amounts and damages.

17. DESTRUCTION OF PREMISES: In the event the property is made uninhabitable by fire or other causes, this Lease may be terminated by either party upon giving written notice within 5 days after such casualty. Lessee is held liable for any permanent damage to the property caused by his employees or guests.

18. FAILURE OF MANAGEMENT TO ACT: Landlord's failure to insist upon strict compliance with this Lease and waiver of rights against Tenant in one default shall not constitute a waiver regarding any other default.

19. OTHER COVENANTS: Tenant's application to rent and community policies are a part of the Lease Agreement, and the terms, conditions, and representatives shall be binding upon the heirs and successors.

20. RIGHT of ENTRY: Landlord reserves the right to enter Tenant's office space at reasonable times to inspect and make repairs, only with consent of the Tenant. Tenant agrees that Landlord may show property to prospective purchasers and to prospective applicants during the notice to vacate period. The landlord may enter the unit without consent of the Tenant in case of an extreme hazard involving potential loss of life and severe property damage. The Landlord shall not abuse the right of access or use it to harass the Tenant.

21. DEFAULT: Any breach or violation of any provision of this Lease, including agenda, by Tenant or any untrue or misleading statement in Tenant's rental application shall give Landlord the right to terminate this Lease and take possession.

22. NOTICES: Any notice to be given by either party to the other shall be in writing, either delivered personally, or sent by U.S. mail, prepaid, to Tenant at the address of the apartment, and to the Landlord at Box 9916 E. Harry, Suite 104 Wichita, Kansas, 67207.

23. SEVERABILITY: Parties agree that if any clause of this Lease is for any reason unenforceable, the validity of the remainder of this Lease shall not be affected.

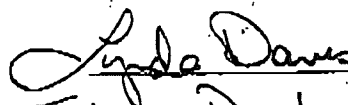
24. ENTIRE AGREEMENT: This Lease and any attached addenda constitute the entire agreement between the parties and no other statement shall be binding.



25. MODIFICATIONS: Any modifications, changes, or additions to this Lease must be in writing and signed by both parties.

26. APPLICABLE LAW: This Lease shall be governed by the laws of the State of Kansas.

27. ADDENDUM 1: Per the attached addendum, Lessor agrees to make the improvements to Lease Space at their sole cost unless otherwise noted.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in duplicate as of the date and year first written above.


Lynda Davis
Foliage Development, Inc.
LESSOR



LESSEE

Please mail checks to:

Foliage Development, Inc.
9916 E. Harry, Suite 104
Wichita, KS 67207

Management - Lynda Weixelman

Office 686-2290
Fax 686-2015

Maintenance - Fred Haines

Cellular 390-6564
Home 681-3243

If you need routine maintenance, please call the office and schedule it with Lynda or Kathy. If it is an emergency situation please call Fred directly. Thank you.

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

FILED

APP DOCKET NO. W

2011 JAN 31 A 9:15

FOLIAGE DEVELOPMENT, INC., a Kansas
corporation,

Plaintiff

CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS.

BY B. W.

vs.

CASE NO. 11 CVD 410

DR. MILA MEANS b/b/a DR. MILA MEANS
MEDICAL OFFICE

Defendant

Pursuant to Chapter 60 of
Kansas Statutes Annotated.

ORDER

This matter comes on to be heard on the motion and application of plaintiff in the above-entitled matter, for an order to defendant to appear and show cause why defendant, her agents, employees, successors and all persons in active concert and participation with her should not be enjoined and restrained during the pendency of this action from (a) offering to perform or performing abortions on the Premises, or (b) making alterations, improvements or changes in or to the Premises necessary or desirable to performing abortions on the Premises; and further, for an order enjoining and restraining defendant, her agents, employees, successors and all persons in active concert and participation with her from committing those acts pending the hearing on the order to show cause.

THEREUPON, the court having read the verified complaint and application for a temporary restraining order filed in this action, having heard the arguments of plaintiff's counsel, and being fully advised in the premises, FINDS that there is reasonable cause to believe that the plaintiff is entitled to the relief demanded, that plaintiff will suffer injury if the defendant, her agents, employees, successors and all persons in active concert and participation with her are not restrained from the acts set forth in the verified petition filed herein, that at this time the threatened injury outweighs the damage caused by any restraint, and that the restraint is not adverse to the public interest.

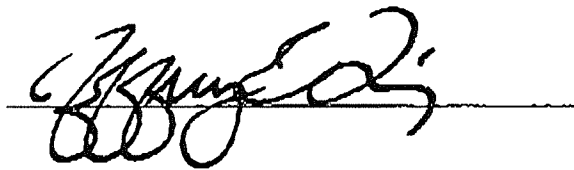
IT IS THEREFORE ORDERED that the above named defendant, Dr. Mila Means, appear on the 15 day of February, 2011, at 9 o'clock a m, in Division 26 of this court, and then and there show cause, if any, why defendant, her agents, employees, successors and all persons in active concert and participation with her should

not be enjoined and restrained during the pendency of this action from (a) offering to perform or performing abortions on the Premises as described in the verified petition, or (b) making alterations, improvements or changes in or to the Premises necessary or desirable to performing abortions on the Premises as described in the verified petition.

IT IS FURTHER ORDERED in the meantime and until further order of this court that defendant, her agents, employees, successors and all persons in active concert and participation with her should not be enjoined and restrained during the pendency of this action from (a) offering to perform or performing abortions on the Premises as described in the verified petition, or (b) making alterations, improvements or changes in or to the Premises necessary or desirable to performing abortions on the Premises as described in the verified petition.

IT IS FURTHER ORDERED that plaintiff is not required to post a bond pending the further order of this court.

IT IS FURTHERED ORDERED that a copy of the verified complaint, the application for a temporary restraining order and this Order, be served on defendant not later than the 4 day of February, 2011.

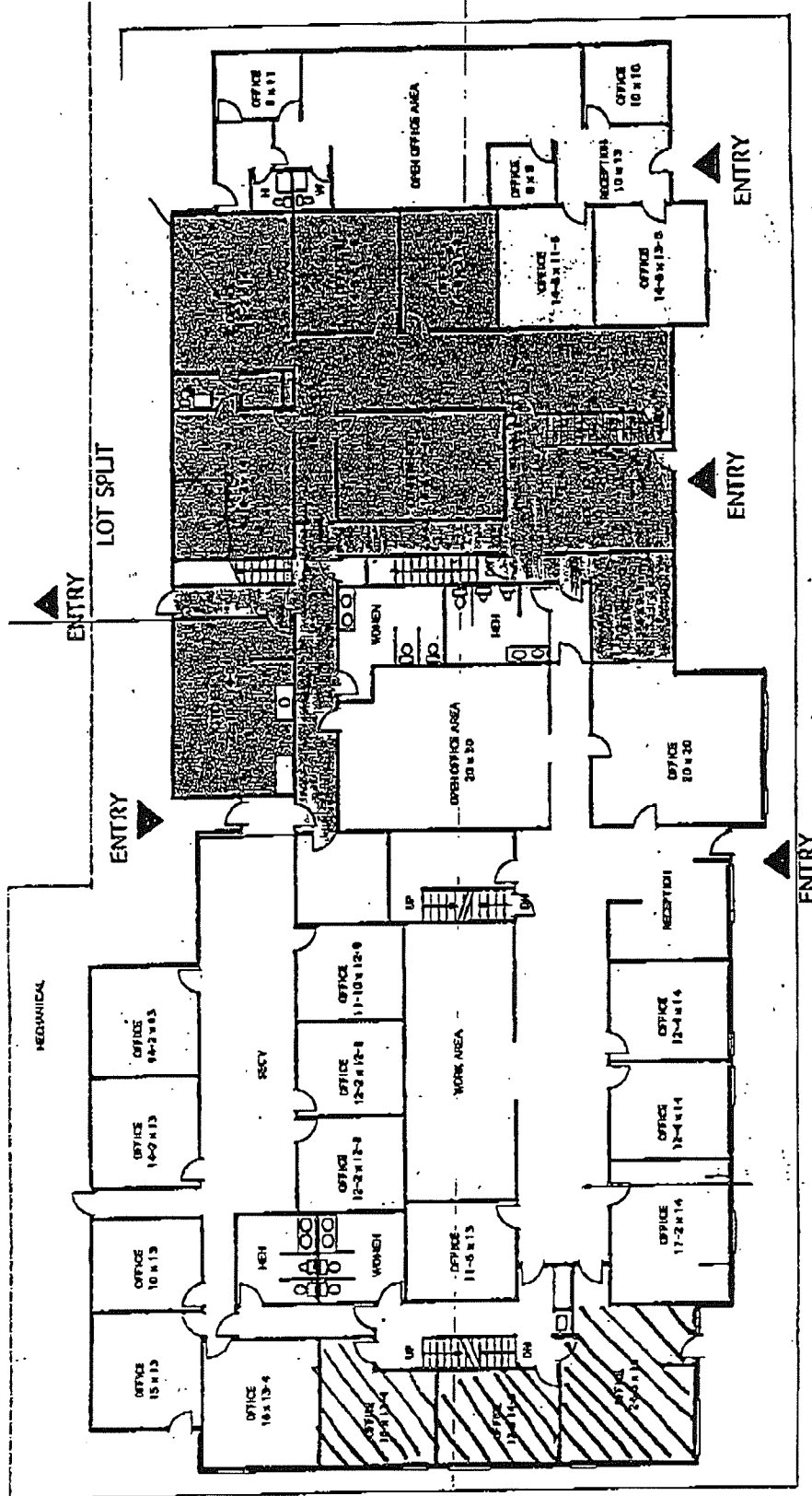
A handwritten signature in black ink, appearing to read "Judge", is written over a horizontal line.

ADDENDUM I

Lessor agrees to make the following improvements to Lease Space:

- 1. Install plumbing fixtures to three locations(as designated on attached floor plan) so that sinks may be installed. Sinks and cabinets will be provided by Lessee at their expense.*
- 2. Lessor agrees to pay \$7,000.00 toward carpet allocation for Lease Space.*
- 3. Lessor agrees to provide two spot lights outside of Lessee's space.*
- 4. Lessor agrees to remove wall in office commonly referred to as X-Ray Room. (as designated on attached floor plan)*
- 5. Lessor agrees to provide a door between the receptionist office and the adjoining office space.*
- 6. Lessor will have Lessee's name put on existing building sign. If Lessee wishes a sign over Lease Space, Lessee may install at their expense.*
- 7. Lessor agrees that Gas, Electricity, Water and Trash are the sole responsibility of Lessor.*
- 8. Lessor agrees the Lessee has the right to install an X-Ray Machine which entails whatever is necessary to make it OSHA compliant at their convenience.*
- 9. Lessor agrees to allow Lessee to change ceiling fans at Lessee's expense.*
- 10. Lessor agrees to allow Lessee to use basement storage under Lease space to store purged charts during Lease Period.*
- 11. Lessor agrees that a therapy dog if needed is allowed on the premises.*
- 12. Lessor agrees that Lessee has the right to paint walls a color of their choosing at Lessee expense.*
- 13. Lessor agrees that the Lease cannot be terminated before five years, even if the building sells.*
- 14. Lessor agrees to paint 2 Handicap spots next to the front of the building at Lessor expense.*
- 15. Lessor agrees that Lessee may move items into the Lease space on November 26, 2008.*
- 16. Lessor agrees that in event of Dr. Mila Means death, or closing of business, Lease can be terminated within 60 days of written notification to Lessor.*
- 17. Lessor agrees to rehang 4-5 doors to meet usual medical standards.*

LD 



BUILDING "A"

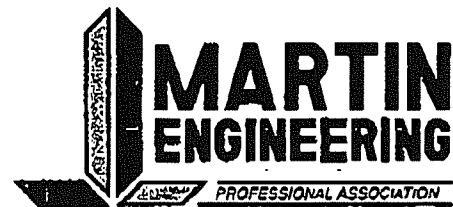
FIRST FLOOR	11,906
SECOND FLOOR	5,080
BASEMENT FLOOR	2,865
TOTAL	19,851

HARRY STREET OFFICE PARK FIRST FLOOR PLAN

EXHIBIT 'B'

January 21, 2011

Foliage Development, Inc.
9916 East Harry, Suite 104
Wichita, Kansas 67207



**ELECTRICAL CONSULTANTS
& FORENSIC ENGINEERS**

RE: LEASE SPACE CONCERNS

Dear Lynda:

As you are most probably aware, the current situation with the adjacent lease space is quickly becoming an increasing concern for Martin Engineering, P.A. The intermittent presence of demonstrators, protestors and police officers is unsettling to my staff and to clients visiting my office. On more than one (1) occasion I have been distracted by these individuals and/or groups as they gather next to the building and attempt to push posters in my face as I enter and/or exit the parking lot. This type of activity is unacceptable and cannot be tolerated. For this reason, I feel compelled to advise Foliage Development that unless these activities cease I will be forced to relocate the offices of Martin Engineering, P.A. to a more suitable environment.

We have occupied these offices since August 1993 and I truly regret having to take this stand, but I simply cannot operate a professional business with these continuing distractions.

I appreciate your understanding and ask that you keep us posted as to the remedial efforts being implemented. I also ask that you let us know if and how we might assist you in resolving any of these concerning issues. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "James L. Martin".

James L. Martin, P.E.
President



9918 East Harry, Wichita KS 67207 Tel: 316-260-3445 Fax: 316- 260-3667

EXHIBIT "C"
(2 Pages)

01/25/2011

Mr. Kevin Daves
Foliage Development Inc
9916 E. Harry suite 104
Wichita, KS 67207

Ref: Dr. Mila Means, M.D

Dear Mr. Daves:

On December 16th 2010, the Wichita Eagle published an article that stated Dr. Means, M. D was planning to offer abortion services at her current location. This was not new news to us at the facility, for I had previously reported to you that she had purchased equipment for the procedures and even managed to lease additional space from you.

Since then, I have watched as my business has begun to dwindle due to patient attrition. Patients are ashamed to come for services because they do not want to face the protestors out in the parking lot or the local media. We are also not able to attract new business because of our close proximity to the doctor's office.

I have had face to face conversations with the protestors on two separate occasions, and they have indicated they intend to continue protesting until the Doctor publicly announces she is not going to do the procedures at the present location or relocates to an alternative site. Attached is a copy of a flier given to one of my patients as he was walking into our facility for treatment earlier on this month by one of the protestors.

As a result, I have decided to look at alternative locations for my practice and intend to move out of the current location by the end of April 2011. Please let me know what your esteemed organization intends to do in order to rectify the current situation as soon as you can.

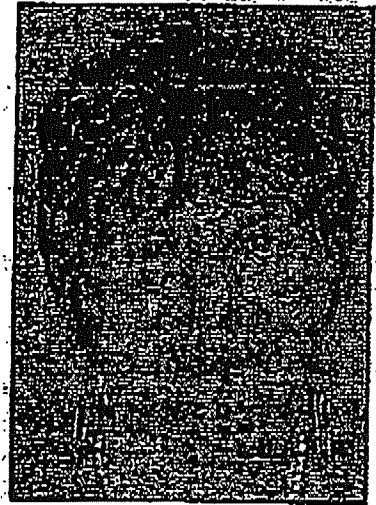
Sincerely,

Steve Kamau

Owner, Matrix Center

How to ADOPT THIS ABORTIONIST

Adoption is always a loving "option" even in the case of an "abortionist" (that is a medical person who chops up then throws away the mutilated bodies of little baby boys and girls for money.) This is Mila Means who, according to his the Wichita Eagle is planning to start killing babies in Wichita in Mid 2011.



Mila L. Means MD & Abortionist
Health Strategies Family Doctor
9916 E. Harry St., Wichita, Kansas
(Harry & Webb Rd.)
Office Phone 316.858.1351

Wichita Eagle (Thur., Dec. 16, 2010)
Clinic Training Wichita Doctors to Provide Abortion

Dr. Mila Means, M.D. is in training to perform the killing of 100% human, 100% innocent, 100% living, baby boys and girls in Wichita, Kansas.

"Mila Means and Greg Linhardt decided to learn how to perform abortion at their Wichita medical practices..." - source Wichita Eagle/Kansas.com <http://www.kansas.com/2010/12/16/1635620/clinic-training-wichita-doctors.html>

SOME GOOD THINGS YOU CAN DO:

Pray for her repentance & salvation.

Visit her at her own home or office and try to speak to her about Jesus. Plead with Mila to stop shedding innocent blood so to avoid being condemned to hell for these unspeakable horrific murders!

Do a public outreach at her killing center. She will be earning her "Blood Money" for violently slaying the innocent. Mila plans to save life M-F and take life on Saturdays.

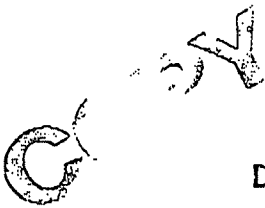
Write Mila a letter. Ask her to stop murdering innocent babies and hurting their moms, dads and other siblings for money.

Mila's office is located at - 9916 E. Harry St., Wichita, Kansas (Harry and Webb Rd.)

Don't ignore her! Love her! Your actions could bring her to Jesus. Do provoke her to REPENT of being a MASS MURDERER of God's preborn children!

Lastly, please often remind Mila that
"God hates hands that shed innocent blood." - (Proverbs 6:17)

Would you like to help us keep Wichita abortion free? Contact us:
Spirit One Christian Ministries, spiritonecc.org, 316.305.1229



FILED

(MS)

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

JAN 28 PM 2 16
CLERK OF DISTRICT COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

FOLIAGE DEVELOPMENT, INC., a Kansas
corporation,

BY

Plaintiff

11CV0410

vs.

CASE NO.

DR. MILA MEANS b/b/a DR. MILA MEANS
MEDICAL OFFICE

Defendant

Pursuant to Chapter 60 of
Kansas Statutes Annotated.

APPLICATION AND MOTION FOR
A TEMPORARY RESTRAINING ORDER
AND AN ORDER TO SHOW CAUSE

Plaintiff, Foliage Development, Inc., by and through its attorney, Harker E. Russell, hereby moves this Court to promptly issue a temporary restraining order, without requiring the giving of notice, bond or prior hearing to defendant, restraining the defendant, her agents, employees, successors and all persons in active concert and participation with her from (a) offering to perform or performing abortions on the Premises, or (b) making alterations, improvements or changes in or to the Premises necessary or desirable to performing abortions on the Premises, and for an order requiring defendant to show cause why a preliminary injunction should no issue to restrain defendant and her agents, employees, successors and all persons in active concert and participation with her from those same acts while this action is pending based on the acts as described in the verified petition in this matter.

In support of this motion Plaintiff alleges and states that the verified petition filed herein shows reasonable cause to find that:

1. There is a substantial likelihood that Plaintiff is entitled to the relief granted;
2. Unless this motion is granted, Plaintiff will continue to suffer immediate and irreparable injury, loss, and damage as a result of the actions of defendant

before the matter can be heard on notice and/or tend to render a judgment in this action ineffectual;

3. The injury and threatened injury outweighs damage, if any, caused by the restraint requested; and
4. The restraint is not adverse to the public interest.

NOW, THEREFORE, plaintiff prays that this motion for a temporary restraining order and order to show cause be granted by this court

Dated: January 28, 2011.

THE LAW OFFICES OF HARKER E RUSSELL



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Attorneys for the Plaintiff