

The Revocable Trust DCA
Ken Skrien, Trustee
1072 Highway 215
Oark, AR 72852

September 19, 2025

Randall Warren
1063 Highway 215
Oark, AR 72852

Subject: Notice to Cease and Desist All Harassing Behavior

Mr. Warren:

This letter serves as a formal demand that you immediately cease and desist from all further harassing conduct directed at myself, the Revocable Trust DCA ("Trust") or any other interests represented by the aforementioned. Your behavior is causing significant harm and disruption, and must stop immediately. Additionally, as the property owner and their landlord, you have a duty to address the related behaviors of your family, tenants and guests.

This harassing behavior includes, but is not limited to, the following actions of yourself, and others within your sphere of influence:

- Repeated, willful, and malicious obstruction of unencumbered use of the driveway easement extending in a generally southerly direction along the eastern edge of your land and beyond.
- This includes by direct obstruction, as well as creating dangerous conditions for passage by foot and/or damaging to some motor vehicles. As per the Easement attached to the parcel commonly known as 1069 and 1072 Highway 215 (henceforth "Property") and filed with the county (EXHIBIT A), the Trust and its agents have unrestricted use of this land (henceforth "Easement") "for ingress and egress". Safe passage and unencumbered access are implied with such. Your usage of Easement cannot lawfully be contrary to Trusts lawful usage. Therefore, I do hereby demand that you immediately cease and desist from frequent parking and continued storage of items upon any portion of this 20 foot wide Easement, continued damages to Easement and any other behaviors that interfere with lawful usage of said Easement. It is your duty to ensure your tenants, guests and others complete and continuous compliance. Despite requests to the contrary, you do not have any right to know if and when I will have visitors to the Property, and I have no intention to

share such personal information with you. Accordingly, the entirety of this 20 foot wide Easement must be clear of obstruction at all times, and you will be financially responsible for all non-compliance.

- Creation of a continuous nuisance that interferes with Property residents and guests ability to enjoy the unobstructed night sky.
 - The flood light that you have mounted near the northeastern border of your property serves no purpose other than flooding Property with bright light 24 hours a day. Therefore, I do hereby demand that you immediately remove this light source as well as cease and desist from directing any and all light or other energy waves at any portion of Property at any time.
- Repeated and continued interference with the lawful delivery of mail and parcels to Property by yourself and/or your family, tenants and guests.
 - Further attempts or actions by yourself or your family to retrieve USPS mail from mailboxes for 1069 or 1072 Highway 215 must cease, as I remain the only lawful recipient of such items. Additionally, further misrepresentations by you or your family members suggesting the authority to refuse and return parcels addressed to Property and sent via USPS, UPS, FedEx or any other courier, or to accept said parcels on behalf of addressed recipient must cease immediately. I am unaware of the circumstances surrounding previous deliveries addressed to Property arriving at your home, but this is unacceptable and must cease immediately. Under no circumstances are you to accept or otherwise tamper with deliveries addressed to Property.
- Repeated and malicious trespass against Property.
 - Despite repeated spoken and written demands to cease any presence upon Property, you have failed to heed such. Under no circumstances are you, your family, tenants or guests to ever have any presence upon or passage through any land or property owned, leased or otherwise in the possession of myself, or another entity under my control, such as the Trust, including Property to the north of your own. As the Johnson County Sheriffs Office has previously trespassed you from Property, any further violations will result in immediate law enforcement involvement.
- Criminal mischief, booby trapping and other property damage related to Property.
 - Although you and your family aided and abetted your friends and/or acquaintances in their unlawful retainer of a portion of Property and the related damages they caused, that is a separate legal matter not considered by this document. As you have involved the US Army Corp of Engineers in your harassment, while not following USACE protocol with a dredging project obstructing safe passage across the Easement creek, such issues are likely in part a matter of federal jurisdiction. Other damages referenced above and subject to this Cease

and Desist, and within the jurisdiction of county courts, include the deterioration and extension of the low level land at the southern border of Property to a point that it is often not passable on foot. Said damages have been the direct result of your vehicular trespass during and immediately after significant rainfall. Additionally, you have maliciously left Property gates open and previously strung barbed wire across my typical running path, with the full knowledge that I often run during the low visibility of dusk, and that such an action would result in significant risk of physical harm to my person. All such behaviors must permanently cease.

- Theft from, and threats of additional theft from the Property.
- The handicap access ramp currently present and attached to the trailer on your property was constructed for and intended to be permanently attached to the rental house at Property. As a courtesy, the Trust agreed to loan it to you and Ms. Peltz for a portion of the tenancy of the then current tenants at the rental home to allow for less rushed construction of her own ramp. The addition of a new deck for Ms. Peltz on your property while continuing to use Trusts property attached to this deck, while requests to return the ramp to its proper location at Property have gone unheeded, has made it clear that you have no intent to return Trust property, and likely never did. Accordingly you are in possession of stolen property. As you are Trespassed from the Property, you must immediately arrange, at your cost, for the return of Trust property to its former location by a properly licensed professional or face civil and potentially criminal action. Additionally your demands and threats to dismantle portions of Property to acquire other building materials you claim ownership of must cease immediately. All building materials used at Property were present at the time of sale from previous owners, and if you believe such building materials belong to you, you are welcome to pursue legal action against the previous owners who sold the Property to Trust in its then current condition. You must immediate cease and desist from threats to cause further damage to Property.
- Threats of, and actual physical violence.
- Your words and behaviors, coupled with prior actual Battery (JCSO case 25-00155), suggest clear threats of continued violence. You are encouraged to take responsibility for your prior actions with an appropriate guilty plea for the incident referenced above, and (in part) admitted to by both yours and your witnesses recounting of the incident to law enforcement. Regardless, all such threats and related behaviors must cease immediately.
- Text messages and verbal communications taunting me that I have thus far not put an end to your ongoing harassment.
- You, and any related party, must immediately and permanently cease from any form of contact other than essential legal documents, or proper response to this document, with

the understanding that all communications will be presented in courts of competent jurisdiction as appropriate. While both the Trust and myself intend to receive USPS mail at the address above, any essential legal documents should be sent with proper Service in accordance with applicable law, as in light of the aforementioned mail tampering, USPS deliveries cannot be considered a reliable form of alternate service.

This persistent and unwelcome conduct has caused me significant damages, including physical harm, fear for my safety, severe emotional distress and extensive interference with my personal life, as well as the loss of quiet and peaceful possession of Property. Your actions have no legitimate purpose, have always been, and continue to be, unwelcome.

This letter serves as your formal notice that if you fail to immediately cease and desist all harassing behavior, including but not limited to the above, I will pursue any and all available legal remedies against you and other parties involved in these harassing behaviors. These remedies include, but are not limited to removal of obstructing or nuisance causing items at your expense, civil lawsuit(s) for damages in courts of competent jurisdiction, and additional police reports which may lead to additional criminal charges. This letter will be used as evidence that you were fully aware of the unwelcome nature of your actions, and my demand to cease such.

You have 10 days from the receipt of this letter to comply with this demand. A prompt, written response confirming your agreement to cease all harassing conduct would be appreciated, as well as affirmation that you have advised your family, guests and tenants accordingly.

This correspondence is not a substitute for advice from a licensed attorney and should not be construed as such.

Govern yourself accordingly,

Ken Skrien
Trustee, The Revocable Trust DCA

EXHIBIT A page 1

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L202004466
JOHNSON CO. AR FEE \$55.00
PRESENTED & RECORDED
10/26/2020 08:16:38
MONICA KING
CIRCUIT CLERK
BY: MISTY HURST
DEPUTY
BK: 1 202018
PG: 743 - 751

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JERRY ATKINS, A SINGLE PERSON, THOMAS S. WARREN AND MARY WARREN, HUSBAND AND WIFE, DAVID MICHAEL WILLIS AND BARBARA ANN WILLIS, HUSBAND AND WIFE, RAYMOND LEE HARGIS, A SINGLE PERSON, TERISSA R. LYLE FKA TERISSA HARGIS, A SINGLE PERSON, BARBARA ANN HARGIS BASNETT AND BILL BASNETT, WIFE AND HUSBAND, AND RANDA JOAN HARGIS CRAIN AND DAVID CRAIN, HER HUSBAND; hereinafter referred to as GRANTORS, for and in consideration of TEN Dollars (\$10.00) and other good and valuable considerations, in hand paid by RONALD W. SCROGGINS, A SINGLE PERSON, his heirs and assigns, hereinafter referred to as GRANTEE the receipt of which is hereby acknowledged, hereby grant, bargain and sell and convey unto GRANTEE, his heirs and assigns a 20 foot easement for ingress and egress described as follows:

A 20.0 FEET WIDE NON-EXCLUSIVE EASEMENT CROSSING A PART OF THE NW/4 NW/4, A PART OF THE NE/4 NW/4, AND A PART OF THE SE/4 NW/4, ALL IN SECTION 19, TOWNSHIP 12 NORTH, RANGE 24 WEST, IN JOHNSON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SHOWN ON SURVEY PLAT (SURVEYED BY CORNERSTONE LAND SURVEYING ON 9-15-2020, FOR RON SCROGGINS, JOB # 20-829):

COMMENCING AT THE NE CORNER OF SAID NW/4 NW/4, THENCE ALONG THE NORTH LINE THEREOF NORTH 86 DEGREES 55 MINUTES 43 SECONDS WEST 238.88 FEET TO A SET IRON PIN, THENCE SOUTH 02 DEGREES 45 MINUTES 21 SECONDS WEST 130.27 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT, WHICH FALLS ON THE CENTERLINE OF A GRAVEL DRIVE, THENCE 10.0 FEET ALONG EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WHICH FOLLOWS THE CENTERLINE OF SAID GRAVEL DRIVE THROUGH THE FOLLOWING COURSES: SOUTH 62 DEGREES 01 MINUTES 04 SECONDS WEST 33.66 FEET, SOUTH 45 DEGREES 56 MINUTES 57 SECONDS WEST 34.00 FEET, SOUTH 29 DEGREES 44 MINUTES 41 SECONDS WEST 52.44 FEET, SOUTH 38 DEGREES 23 MINUTES 13 SECONDS WEST 124.20 FEET, SOUTH 48 DEGREES 05 MINUTES 54 SECONDS WEST 49.31 FEET, SOUTH 37 DEGREES 52 MINUTES 24 SECONDS WEST 20.24 FEET, SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 23.27 FEET, SOUTH 31 DEGREES 26 MINUTES 25 SECONDS EAST 24.75 FEET, SOUTH 35 DEGREES 27 MINUTES 27 SECONDS EAST 54.36 FEET, SOUTH 25 DEGREES 05 MINUTES 19 SECONDS EAST 37.01 FEET, SOUTH 12 DEGREES 32 MINUTES 28 SECONDS EAST 151.33 FEET, SOUTH 11 DEGREES 39 MINUTES 29 SECONDS EAST 168.58 FEET, SOUTH 06 DEGREES 08 MINUTES 46 SECONDS EAST 46.22 FEET, SOUTH 08 DEGREES 25 MINUTES 19 SECONDS EAST 131.45 FEET, SOUTH 14 DEGREES 49 MINUTES 44 SECONDS EAST 33.29 FEET, SOUTH 34 DEGREES 52 MINUTES 11 SECONDS EAST 26.78 FEET, SOUTH 39 DEGREES 53 MINUTES 54 SECONDS EAST 98.98 FEET, SOUTH 39 DEGREES 26 MINUTES 13 SECONDS EAST 232.66 FEET, SOUTH 40 DEGREES 24 MINUTES 25 SECONDS EAST 77.16 FEET, SOUTH 36 DEGREES 33 MINUTES 14 SECONDS EAST 89.10 FEET, SOUTH 58 DEGREES 03 MINUTES 24 SECONDS EAST 136.78 FEET, SOUTH 63 DEGREES 46 MINUTES 51 SECONDS EAST 106.63 FEET, SOUTH 46 DEGREES 27 MINUTES 31 SECONDS EAST 62.44 FEET, SOUTH 36 DEGREES 23 MINUTES

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24.20 FEET, SOUTH 15 DEGREES, 48 MINUTES 27 SECONDS EAST 36.90 FEET, SOUTH 05 DEGREES 48 MINUTES 20 SECONDS WEST 50.64 FEET, SOUTH 29 DEGREES 41 MINUTES 55 SECONDS WEST 32.25 FEET, SOUTH 42 DEGREES 40 MINUTES 38 SECONDS WEST 38.55 FEET, SOUTH 31 DEGREES 03 MINUTES 11 SECONDS WEST 96.38 FEET, SOUTH 21 DEGREES 59 MINUTES 44 SECONDS WEST 195.64 FEET, SOUTH 24 DEGREES 47 MINUTES 39 SECONDS WEST 59.76 FEET, SOUTH 10 DEGREES 58 MINUTES 41 SECONDS WEST 12.87 FEET, SOUTH 09 DEGREES 01 MINUTES 38 SECONDS WEST 113.01 FEET, SOUTH 04 DEGREES 46 MINUTES 30 SECONDS EAST 77.76 FEET, SOUTH 22 DEGREES 18 MINUTES 49 SECONDS EAST 54.33 FEET AND SOUTH 28 DEGREES 03 MINUTES 36 SECONDS EAST 109.44 FEET TO THE TERMINUS POINT OF THE CENTERLINE OF SAID EASEMENT, WHICH FALLS ON THE CENTERLINE OF HIGHWAY #215. SIDELINES OF SAID EASEMENT TERMINATE TO THE NORTH ON THE WEST LINE OF A 2.50 ACRE TRACT AS SHOWN ON SURVEY PLAT (SURVEYED BY CORNERSTONE LAND SURVEYING ON 9-15-2020, FOR RON SCROGGINS, JOB # 20-829) AND TO THE SOUTH ON THE CENTERLINE OF HIGHWAY #215. EASEMENT COVERS APPROXIMATELY 1.33 ACRES.

This easement is for the use and benefit of, and appurtenant to that land or any portion thereof, described as follows:

APPROXIMATELY 1.71 ACRES OF THE NW/4 NW/4 AND APPROXIMATELY 0.79 ACRE OF THE NE/4 NW/4, ALL IN SECTION 19, TOWNSHIP 12 NORTH, RANGE 24 WEST, IN JOHNSON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SHOWN ON SURVEY PLAT (SURVEYED BY CORNERSTONE LAND SURVEYING ON 7-27-2020, FOR RON SCROGGINS, JOB # 20-662):

BEGINNING AT THE NW CORNER OF SAID NE/4 NW/4, THENCE ALONG THE NORTH LINE THEREOF SOUTH 86 DEGREES 55 MINUTES 43 SECONDS EAST 111.12 FEET TO A POINT (A FOUND IRON PIN BEARS NORTH 02 DEGREES 45 MINUTES 21 SECONDS EAST 0.60 FEET FROM THIS POINT), THENCE SOUTH 02 DEGREES 45 MINUTES 21 SECONDS WEST 311.00 FEET TO A SET IRON PIN, THENCE NORTH 86 DEGREES 55 MINUTES 43 SECONDS WEST 350.00 FEET TO A SET IRON PIN, THENCE NORTH 02 DEGREES 45 MINUTES 21 SECONDS EAST 311.00 FEET TO A SET IRON PIN ON THE NORTH LINE OF SAID NW/4 NW/4, THENCE SOUTH 86 DEGREES 55 MINUTES 43 SECONDS EAST 238.88 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS.

The Revocable Trust DCA
Ken Skrien, Trustee
1072 Highway 215
Oark, AR 72852

September 19, 2025

Randall Warren
1063 Highway 215
Oark, AR 72852

Subject: Demand Notice Regarding Assault and Battery, Possession of Stolen Property,
Trespass and Easement Violations

Mr. Warren:

I am contacting you demanding the execution of a Financial Responsibility Agreement (“Agreement”) covering actual costs for the matters listed below. I am attempting to resolve these matters outside of court to save all parties the costs and complications involved in litigation. If we cannot come to an agreement, I intend to sue.

The aforementioned includes the following:

- In the matter of your assault and battery against me (JCSO case 25-00155), my glasses were significantly damaged as they skidded down the driveway when you attacked me. The frame was damaged and the lenses significantly scratched. The cost for replacement is approximately \$800. Additionally I suffered an injury to my left foot when you hit me with your vehicle. I had earlier obtained x-rays (approximately \$200). Regrettably, the pain persists and I do not have insurance to cover an MRI or other treatment. In the interests of prompt and amicable resolution to this matter, I will agree to waive all rights to redress for pain and suffering upon prompt resolution of current costs and execution of Agreement for actual out of pocket costs for replacement glasses and continued care.
- In the matter of the stolen handicap access ramp, this ramp must immediately be returned and reattached by a licensed and insured professional or rebuilt at your cost. Additionally, without access to the stolen property I needed to enter into a \$1700 contract for assistance with removal of items from the home. I am demanding compensation for this out of pocket cost made necessary by this theft. In the interests of a prompt and amicable resolution to this matter, I am willing to accept either the return of the original ramp or the cost of a proper

replacement and will agree to waive any additional rights I may have in this matter upon execution of an appropriate Agreement. You remain barred from my property, and any work must be done by a licensed and insured professional.

- In the matter of damages cause by your vehicles to the southern edge of my property, appropriate fill dirt or other suitable material must be provided at your cost to resolve the current flooding issues. The cost of materials and delivery must both be included in Agreement.
- Any Agreement must specifically include language acknowledging responsibility for any vehicle or waste removal necessitated by you or your family, tenants or guests obstructing the Easement

You may seek outside help, provide a draft Agreement of your own, or at your request, I will draft an appropriate Agreement for your review. If I do not hear from you by October 3, 2025, you leave me no alternative but to file appropriate lawsuits against you in courts of competent jurisdiction. In the event of a lawsuit(s), I intend to seek redress to the fullest extent permissible by law including, but not limited to, additional damages, costs and accrued interest.

This correspondence is not a substitute for advice from a licensed attorney and should not be construed as such.

Govern yourself accordingly,

Ken Skrien
Trustee, The Revocable Trust DCA