STATEMENT

DENNY'S PLUMBING & HEATING, INC.
1618 NW 4th Street
ABILENE, KANSAS 67410

(785) 263-2661

bryant
Heating & Cooling Systems

DATE: 28 May 2004
NUMBER:

Scott Ostermann
415 Brice Court
Abilene, KS 67410

TERMS: 1 1/2% INTEREST AFTER 30 DAYS - 18% ANNUAL

DATE	CHARGES AND CREDITS		BALANCE	
	Cedar Street Studio			
	sewer camera		160	00
	1- 3" plug		7	25
			167	25
		tax	11	79
		Total	179	04

Meet w Mark + Bill Pom Fri May 21 9:30 AM at Gen Gaylord Office

If payment is not made as agreed, you could be held liable for both the amount of the bill and reasonable cost of collection, including, but not limited to, court costs, attorneys fees and collection agency fees.

Thank You

PAY LAST AMOUNT IN THIS COLUMN

Abilene Printing Co., Inc. Z-100 3/04

SCOTT OSTERMANN
CONTRACTOR
PRACTICAL RENOVATION OF NEGLECTED SPACES
P.O. Box 221
101 N. Cedar Street
Abilene, Kansas 67410
Fax/Office: 785-263-4527
Cell: 785-479-7053

CITY OF ABILENE, KANSAS

FENCE PERMIT

PERMIT NO. 05-114

Permit Fee $10.00

Project Site Address: 101 N. Cedar Street

Owner of Record of Property: Scott R. / Christine C. Ostermann

Fence Contractor: Scott Ostermann Contracting / Miller Welding

Please draw a map of your property showing the location of all buildings and any existing fence. Please include dimensions. Using a different colored pen or pencil, show the location of the proposed fence. *Attached

Purpose of the fence, - Security

2300 Sq feet of my property is rendered useless by the abuses of neighbors/patrons (nuisances) especially at night. I respectfully considered my neighbors opinions for 18 months, concluding that they will not be of much help. Their property continues to deteriorate to the most primitive uses.

Purpose of fence: see above Material of fence: steel / wood

Height of fence: 6'-6½' Distance from property line: 0 - 3"

Signature Scott R. Ost Date 4-15-5

Building Inspection Department

Special Conditions will encroach on easement

____ Approved X Disapproved Reason Encroaches on easement

R. Paul City Inspector

EXHIBIT A

* Amended Application

Inspection Department
PO Box 519
Abilene, KS 67410-0519
(785) 263-2550

CITY OF ABILENE, KANSAS

PERMIT NO. 05-114

Permit Fee: $10.00

APPLICATION FOR FENCE PERMIT

(Call 1-800-Dig-Safe before digging!)

Project Site Address: 101 No Cedar St.

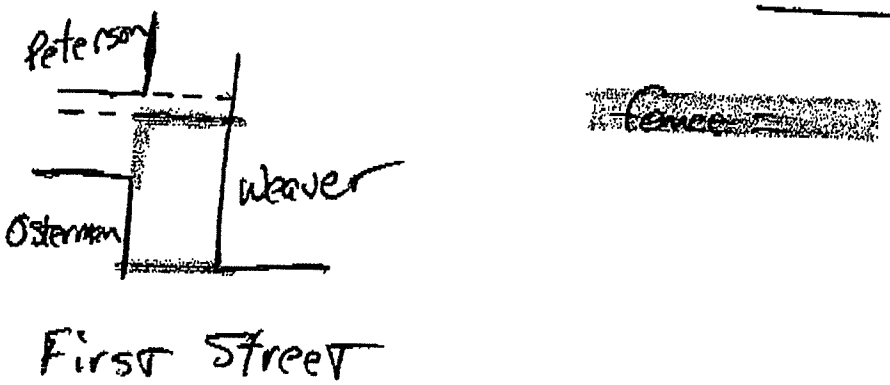
Owner of Record of Property: Scott h / Christine C. Ostermann

Fence Contractor: Ostermann Contracting - Miller Welding

Please draw a map of your property showing the location of all buildings and any existing fence. Please include dimensions. Using a different colored pen or pencil, show the location of the proposed fence:

(Amend permit # 05-114) Dated 4-15-5

Change- move North Fence south Ten feet to allow ten foot easement to Peterson.



Will the fence encroach on any easement: no

Purpose of Fence: Security Material of Fence: Steel & Wood

Height of Fence: 6½' Distance From Property Line: 1"

Signature Scott C. Ostermann Date: 5-9-5

(For Office Use Only)

Special Conditions

✓ Approved ____ Disapproved Reason:

C. Carl City Inspector

MISC. BOOK: 264
PAGE: 846

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

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

MISC. BOOK: 264
PAGE: 850

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

MARK A. GUILFOYLE, ATTORNEY P.A.

306 N.W. SECOND • P.O. BOX 548 • ABILENE, KS 67410-0548

(785) 263-3070 • FAX (785) 263-4363

February 7, 2007

Kenneth W. Wasserman
NORTON, WASSERMAN, JONES,
KELLY, L.L.C.
PO Box 2388
Salina, KS 67402-2388

RE: Ostermann Property

Dear Ken:

I visited with Bill Peterson, on behalf of Peterson Farms, owner of the property adjoining the Ostermann property. Mr. Peterson stated that he is just not interested in putting up any fences on the property, at this time. He did indicate that if he would receive a good offer for purchase of the property, he would certainly entertain selling the property to Mr. Ostermann. If Mr. Ostermann owned both properties, he could do whatever he wanted with the alleyways.

Mr. Peterson recently obtained an appraisal from Dan Reynolds, of Reynolds Real Estate. The appraised value is $46,000.00. Any offer would have to be approaching that dollar range. Mr. Ostermann previously made an offer of $10,000.00 - $15,000.00, which is completely unacceptable, based on the appraised value. Please let me know if he wants to increase his offer.

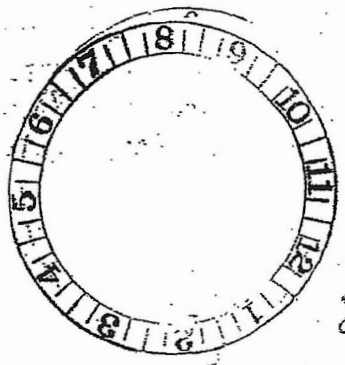
Sincerely yours,

MARK A. GUILFOYLE, ATTORNEY, P.A.

Mark A. Guilfoyle

Mark A. Guilfoyle

MAG:sks
cc: William H. Peterson



26

April 4, 2007

Mark or Brenda Weaver
PO Box 263
Longford, Kansas 67458-0263

Dear Mark or Brenda,

Having received a fence permit from the City of Abilene, this letter is to inform you of our intention to move the existing fence to a point 10 feet south of the property pin marking the northeast corner of the south 51 feet of lot 27. This will put the corner post approximately one foot inside the door frame.

This fence corner will hinge a gate that will parallel the perimeter of Peterson's easement and will line up with our 10 foot easement which runs north to Texas Street. The gate will block your door when open.

This is notification that your tenants do not have permission to place their trash can or any thing else on our property or easements.

This is notification that you do not have our permission for your customers to park or loiter or use our easement in any fashion we deem inappropriate.

You will be responsible for replacing service to your building for any sewer, telephone, or utility lines that are inappropriately located on our property and are removed. The same applies for any encroachments over the property line.

You can have your attorney call Ken Wasserman in Salina with any questions.

Sincerely,

Scott L. Ostermann

Cc : Kenneth W. Wasserman

Enclosure: site map

THOMPSON LAW OFFICE
DOUG THOMPSON
ATTORNEY AT LAW

TELEPHONE
785-922-6678

1205 MANOR DRIVE
POST OFFICE BOX 549
CHAPMAN, KANSAS 67431

FAX
785-922-6684

COPY

April 26, 2007

Kenneth W. Wasserman
PO Box 2388
Salina, Kansas 67402-2388

RE: Butcher Property

Dear Ken:

On the 25th of April I visited with Jim Butcher concerning your client's offer. He has had two larger offers and declined both.

Thank you for the offer but Mr. Butcher declines the offer.

Thank you.

Cordially,

Doug Thompson

DT/ab
cc: Jim Butcher

APR 2 8 2007

move the electric or gas meter or to change the structure of the roof of the building, because I believed that an easement existed for those items.

4. My family has owned the real property that is the subject of this suit for more than the past fifty years.

5. The gas meter, electric meter, and the roof have always occupied their present locations.

6. Until the Plaintiffs complained about the gas meter, electric meter, and the roof, there had been no complaints or discussions about the location of those items.

7. I, as well as my family, understood the gas meter, electric meter, and the roof to be located on my property.

8. I, nor the previous owners, have covered or otherwise concealed the position of the gas meter, electric meter, or the roof.

FURTHER AFFIANT SAITH NAUGHT.

Lisa M. Weaver, Defendant

SUBSCRIBED AND SWORN to before me this 19th day of May, 2008.

Notary Public

JANET EMIG
Notary Public - State of Kansas
My Appt. Expires 3/2/09

INDEPENDENT

REAL ESTATE
800-887-6929

PURCHASE AND SALE AGREEMENT

PARTIES TO CONTRACT: This Agreement made this day March 24, 2008 between

LISA M. WEAVER Seller,

and MICHAEL TEASLEY and VICKIE FAULKNER Buyer.

1. **MERCHANTABLE TITLE AND CONVEYANCE:** The Seller agrees that if the Buyer will first make the payments and perform the promises agreed to be performed by the Buyer in this agreement, the Seller will convey to the Buyer the fee simple, clear of all encumbrances whatsoever (except those mentioned here and except all restrictions, special assessments and easements of record) by a General Warranty Deed to the following described real estate located in the County of Dickinson and the State of Kansas, ~~208~~ 210 W. 1st., Abilene, Kansas 67410

2. **CONSIDERATION:** The purchase price is $16,500.00 Dollars, which the Buyer agrees to pay as follows: $11,500.00 Dollars, at the signing of this contract, the receipt of which is hereby acknowledged by the Seller and which is deposited in the escrow account of Wyatt Land Title as part of the consideration of the sale; the balance to be paid in the manner following: ~~Seller to finance $5,000.00 to be paid in $1,000.00 monthly installments beginning 5-1-08 and ending 10-1-08.~~ BALANCE IN FULL AT CLOSING. Title Insurance and Closing fee divided equally by Buyer & Seller

M.R.T. M.W. L.F.

3. **BUYERS ACCEPTANCE OF TITLE:** Seller will furnish an Owners Title Insurance Policy within ten days in the amount of the purchase price from a company authorized to insure titles in this state, insuring a merchantable fee simple title in the Buyer as of the date of recording of the deed. Buyer will have five days to examine the title insurance policy, and make requirements necessary to provide merchantable title and Seller shall have fourteen days to satisfy those requirements or this agreement will be null and void.

4. **CLOSING DATE:** It is understood and agreed that the earnest money, a copy of this agreement and a properly executed deed to this property will be immediately placed in escrow with Escrow Company named above and all deferred payments (except encumbrances assumed) are to be paid through the escrow holder. Any fees charged by the escrow holder will be shared evenly by the Buyer and the Seller. (Closing by the Buyer will be evidence of Buyer's acceptance of the property in its condition on closing without further warranty by the Seller). Possession is to be given on closing. Closing is to be on or before ~~7/14/08~~ 7/24/08 L.F.

5. **TAXES AND ASSESSMENTS:** It is understood and agreed that the Seller is to pay the taxes and assessments, if any, for the previous year and all previous years, and taxes and assessments, if any for the current year shall be prorated between Seller and Buyer as of the date of possession by Buyer, based on the calendar year and most current tax figure and mill levy available. However, in the event that improvements or special benefits have been made on or to the above described real estate since the date of assessment of taxes for the preceding year, then such proration shall be on the most current estimate of assessed value, mill rate, and special assessment available at closing date. The Buyer is to pay all taxes and assessments that may be levied or imposed after possession.

6. **DEFAULT BY BUYER:** In the case of failure of the Buyer to make the payments or perform any of these agreements, this contract shall, at the option of the Seller, be forfeited and determined, and the Buyer will

forfeit all payments made on this contract, and those payments will be retained by Seller in full satisfaction and in liquidation of all damages.

7. **DELIVERY OF PROPERTY:** It is agreed that the property shall be in at least as good a condition on the date of delivery of the deed as it is on the date of this agreement, ordinary wear and tear excepted. In the event of loss or damage by fire, flood, wind, hail or other causes to the improvements Seller, at his option, may repair such loss or damage so as to restore such improvements or contents to as good a condition as they are at the date of this contract, but if such loss or damage is not repaired before the above possession date, this contract, at the option of Buyer, shall be void and all monies paid will be returned to Buyer. Buyers acknowledge receipt of the 'Seller Property Disclosure' form.

8. **MECHANICS LIENS:** All bills for work done and materials furnished to the property incurred before possession date, which might attach to the property as a lien, will be paid in full by Seller by the date of closing.

9. **UTILITIES:** Buyer agrees to have all utilities changed to Buyer's name as of the possession date. Seller will pay all utility charges up through possession date as per final reading to be promptly requested by Seller.

10. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this agreement. This Agreement contains the entire agreement between Buyer and Seller regarding the property and the duties of each.

11. **TIME OF ESSENCE:** Time is the essence of this agreement.

12. **AGENCY DISCLOSURE**
    - A. Les Gray - Transaction Broker represents SELLER.
    - B. Les Gray - Transaction Broker represents BUYER.
    - C. **COMMISSION** will be paid by Seller @ 6%.
    - D. Buyer and Seller acknowledge that agency disclosure was made prior to contract and that all information given to an agent for the other party will be disclosed to that party.

13. **LEAD BASED PAINT:** Sellers declare they have no knowledge of the presence of Lead Based Paint. Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead in Your Home".

14. **AGENCY ALTERNATIVES DISCLOSURE** Buyers and Sellers of acknowledge receipt of a copy of the State Real Estate Commissions' brochure describing Agency alternatives.

15. **CONTRACT BINDING:** It is mutually agreed that all these agreements extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

16. Seller herby declares property **IS / IS NOT** subject to special tax assessments. Estimated amount $_____.

17. ADDENDUM ATTACHED?: **NO / YES**

Lisa M. Weaver 3-24-08
LISA M. WEAVER Seller/Date

Michael Teasley 03-24-0
MICHAEL TEASLEY Buyer/Date

_____
Seller/Date

Vickie Faulkner 3-24-08
VICKIE FAULKNER Buyer/Date

This is a legally binding contract, consult an attorney if you do not understand any part of it. In the construction of this agreement, the use of the singular shall include the plural, and the use of the masculine shall include the feminine.

Receipt by Escrow Company

I hereby acknowledge the receipt of a copy of this contract and the earnest money described in this form.

Signed Date Company

GREAT PLAINS FEDERAL
CREDIT UNION
P.O. BOX 2968
JOPLIN, MO 64803

51409

REMITTER
VICKIE FAULKNER

DATE MARCH 24, 2008

83-7828/3011

PAY TO THE ORDER OF WYATT LAND TITLE CO. ********** $ 11,500.00***

ELEVEN THOUSAND FIVE HUNDRED DOLLARS

CASHIER'S CHECK

Kris Jackson

"051409" :301178288: 00008000 20"

2008

Weekly Calendar

	6-16 Monday	6-17 Tuesday	6-18 Wednesday	6-19 Thursday	6-20 Friday
7:00					
7:30	Karl Kerson mowed (2?)			return ladder	
8:00		Sylvia	Sylvia		O.A.T.
8:30		Selling			
9:00		Dog pen	6-5	Jenny T. - Chapman wash/dry	
9:30					
10:00					
10:30					
11:00		9-6:30	10ww		
11:30					
12:00					
12:30				letter to Tietjens	
1:00					
1:30					
2:00					
2:30					
3:00		Larry Nordling offer 15K			
3:30					
4:00	Lisa W. 4:37pm 263 6187			mow	
4:30				sort tools	
5:00					
5:30					
6:00			Caller I.D. 3:57pm		

Sun. Greg W. View Opera House

Stella 823-7665 dog pen ladder return

Lisa W. 263-6187

Dale Maydian 816 225 1642

2008

Weekly Calendar

	6-30 Monday		7-1 Tuesday		7-2 Wednesday		7-3 Thursday		7-4 Friday
7:00		7:00		7:00	Lauren Bristow	7:00		7:00	
7:30		7:30		7:30		7:30	Rod Markley fence	7:30	
8:00		8:00		8:00		8:00		8:00	Holiday
8:30		8:30	Eye Appt.	8:30		8:30		8:30	
9:00		9:00	263-3651	9:00	Fax 785-827-0538	9:00		9:00	
9:30		9:30		9:30		9:30		9:30	cut
10:00	Rink.	10:00		10:00		10:00		10:00	Jackpoles
10:30		10:30		10:30	Fence permit	10:30		10:30	
11:00		11:00		11:00		11:00		11:00	
11:30		11:30		11:30		11:30		11:30	
12:00		12:00		12:00		12:00	Bristow	12:00	
12:30		12:30		12:30		12:30		12:30	
1:00		1:00		1:00		1:00	Terminate easements	1:00	
1:30		1:30		1:30		1:30		1:30	
2:00		2:00		2:00		2:00		2:00	
2:30		2:30	Rea Corey 263-6098	2:30		2:30		2:30	
3:00		3:00	list 22990	3:00		3:00		3:00	
3:30		3:30	contract 16900	3:30		3:30		3:30	
4:00		4:00	6090	4:00		4:00		4:00	
4:30		4:30		4:30		4:30		4:30	
5:00		5:00		5:00		5:00		5:00	
5:30		5:30		5:30		5:30		5:30	
6:00		6:00		6:00		6:00		6:00	

Sat / Sun Jackpoles

Inspection Department
PO Box 519
Abilene, KS 67410-0519
(785) 263-2835

JUL 02 2008

CITY OF ABILENE

CITY OF ABILENE KANSAS

PERMIT NO. _____

Permit Fee: $10.00

APPLICATION FOR FENCE PERMIT

APPROVED

(Call 1-800-Dig-Safe before digging!)

Project Site Address: 101 N. Cedar Street, 785 479-7053

Owner of Record of Property: Scott & Chris Ostermann (Telephone)

Fence Contractor: Scott Ostermann

Please draw a map of your property showing the location of all buildings and any existing fence. Please include dimensions. Using a different colored pen or pencil, show the location of the proposed fence:

* see attached

Will the fence encroach on any easement: gates provided

Purpose of Fence: Safety & Security Material of Fence: Wood

Height of Fence: 6' Distance From Property Line: 0

Signature Scott Ostermann Date: 7-2-8

(For Office Use Only)

Special Conditions _____

X Approved _____ Disapproved Reason: _____

_____ City Inspector

Law Offices | 119 West Iron Avenue, 7th Floor
P.O. Box 2567
Salina, KS 67402-2567

Phone: 785.825.4674
Fax: 785.825.5936

KennedyBerkleyYarnevich&Williamson
CHARTERED

George W. Yarnevich
Tom A. Williamson
† Larry G. Michel
James R. Angell
‡ Lance H. Cochran
Chris J. Kellogg
Karen M. Quintelier

Gary D. Denning
Of Counsel
Rodney G. Nitz
Of Counsel

July 14, 2008

Lisa M. Weaver
308 N.E. 9th Street
Abilene, KS 67410

Re: Ostermann v. Weaver Dickinson County District Court Case No. 07 CV 131

Dear Lisa:

On Friday July 11, 2008, I met with Larry Nordling and Lauren Bristow, attorneys for Scott Ostermann. Based on that conversation, I have a very attractive settlement offer regarding Mr. Ostermann's lawsuit against you.

Enclosed with this letter is a fence permit, and various diagrams of your property, as well as that of the Ostermann's. As you can see, what Mr. Ostermann proposes is changing the fencing configuration slightly to prevent bar patrons from entering his property, as well as to provide you access to your utility meters. In addition to the fence, Mr. Ostermann would make the following proposal. Number one, should the utility meters ever require replacement, that they be moved to a different location at that time. Number two, if the roof on the building is replaced, or rots off, that it will not be rebuilt with an overhang over Mr. Ostermann's property, but rather with some sort of guttering system that would not protrude very far from the building.

This agreement would be put in writing, and would be recorded at the Register of Deeds Office so that it would be applicable to future purchasers to this land. In exchange for this agreement, Mr. Ostermann would drop his lawsuit against you, as well as dismiss the Judgment that he currently has.

I really see this situation as a win-win for both of you. It does not require any additional expense on your part, and it will essentially leave everything in its current position, while still allowing you to sell the property, should you wish to do so.

Thomas J. Kennedy
(1929-2005)

Robert B. Berkley
(1926-1996)

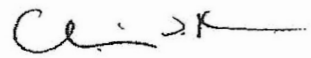
† also licensed to practice in Colorado
‡ also licensed to practice in Missouri

Upon your receipt of this letter, please contact me so that we might discuss whether this proposal is acceptable. In any of event, I need to hear from you no later than Thursday, as we have court on this matter on July 18, which is Friday.

I look forward to hearing back from you.

Sincerely,

KENNEDY BERKLEY YARNEVICH
& WILLIAMSON, CHARTERED

By: 

Chris J. Kellogg
ckellogg@kenberk.com

CJK/jlb
Enclosure

FILED
2008 JUL 18 PM 2:30
CLERK OF DISTRICT COURT
DICKINSON COUNTY, KANSAS

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN AND CHRISTINE C. OSTERMANN	
v.	**Case No. 07 CV 131**
LISA M. WEAVER	

AGREED ORDER OF CONTINUANCE

NOW on this 18 day of July, 2008, the above-captioned matter comes before the Court on the joint motion of counsel to continue the hearing currently scheduled for July 18, 2008. The Plaintiffs appear by and through counsel Lawrence E. Nordling of Norton, Wasserman, Jones & Kelly, L.L.C. The Defendant appears by and through counsel Chris J. Kellogg of Kennedy, Berkley, Yarnevich & Williamson, Chtd. There are no other appearances.

WHEREUPON, the Court is advised that the parties are in the process of negotiating a resolution of the entire case. However, counsel for Defendant needs additional time to discuss such potential resolution with Defendant. Both counsel request the hearing on Defendant's Motion to Set Aside Default Judgment currently set for July 18, 2008 be continued to August 29, 2008.

Received Time Jul. 16. 2008 4:49PM No. 9217

WHEREFORE, after hearing the statements of counsel and being duly advised in the premises, the Court enters the following Orders:

1. The hearing on Defendant's Motion to Set Aside Default Judgment currently scheduled for July 18, 2008, is hereby continued to 9:00 o'clock a.m. on August 29, 2008.

IT IS SO ORDERED.

DAVID R. PLATT
DISTRICT COURT JUDGE

SUBMITTED BY:

NORTON, WASSERMAN, JONES & KELLY, L.L.C.
213 S. Santa Fe
P.O. Box 2388
Salina, KS 67402-2388
(785) 827-3646
Fax: (785) 827-0538
E-Mail: len@nwjklaw.com

By:
Lawrence E. Nordling
SC #19299
Attorneys for Plaintiffs

Received Time Jul. 16. 2008 4:49PM No. 9217

ADDENDUM TO CONTRACT FOR SALE

This Addendum attached to Real Estate Contract No. 08-04 Dated 3-24-08 hereby changes the Buyers from Michel Teasley and Vickie Faulkner to Amanda ~~Doe~~ Done. All other terms and conditions remain the same.

Dated: 7-24-08 — Michael Teasley
MICHAEL Teasley

Dated: 7-24-08 — Vickie Faulkner
Vickie Faulkner

Dated: 7/24/08 — Lisa M. Weaver - Seller

Dated: [illegible] — Amanda ~~Doe~~ Done - Buyer

Dated: 7-22-08 — Les Gray
Les Gray - Licensee

Jul 24 08 11:04a Kirk Meyer 17855267841 p.3

July 24, 2008

RE: Purchase of 210 W. 1st St., Abilene, KS 67410

Legal Description:
The West Half of the South Half of Lot 25, on First Street, Thompson's and McCoy's Additioin to the City of Abilene, Dickinson County, Kansas.

The undersigned purchasers hereby acknowledge that the above described real estate is being purchased subject to a lawsuit pending in Dickinson County District Court, Case No. 07 CV 131, entitled Scott L. Ostermann and Christine C. Ostermann v. Lisa M. Weaver;

The undersigned further acknowledge that the Title Policy to be issued in conjunction with this purchase will include an exception for any judgment levied against Lisa M. Weaver, Defendant, or against captioned property, and Old Republic National Title Insurance Company, and Wyatt Land Title Services, Inc., it agent, does not insure against any loss, damage, costs or attorneys' fees and expenses which may arise by reason of said case.

Acknowledged and accepted this 24TH day of July, 2008.

Michael Teasley

Vicki Faulkner

OLD REPUBLIC
National Title Insurance Company

ORT Form 3120

8

FILE NO.
TI-13683

SCHEDULE B

POLICY NO.
OX262008

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of :

1. Rights of dower, curtesy, homestead or other marital rights of the spouse, if any, of any individual insured.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments that an accurate and complete survey would disclose.
4. Unfiled mechanics' or materialmen's liens.
5. Taxes and special assessments that are not shown as existing liens by the public records.
6. General Taxes for ALL of the year 2008, and all subsequent years, and all special assessments due and payable therewith.
7. **LOSS OR DAMAGE ARISING FROM JUDGMENT ISSUED IN DICKINSON COUNTY DISTRICT COURT CASE NO. 07 CV 131, ENTITLED SCOTT L. OSTERMANN AND CHRISTINE C. OSTERMANN V. LISA WEAVER.**

DEED BOOK: 241
PAGE: 80

WARRANTY DEED (Following Kansas Statutory Warranty Form)

This 24th day of July , 2008,

LISA M. WEAVER, A SINGLE PERSON,

CONVEY(S) AND WARRANT(S) TO

AMANDA DOHE

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

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.

for the sum of One Dollar and OVC

EXCEPT AND SUBJECT TO easements, restrictions and covenants of record

LISA M. WEAVER

State of Kansas, Dickinson County, ss

The foregoing instrument was acknowledged before me this 24th day of July, 2008, by LISA M. WEAVER, A SINGLE PERSON.

RAY E. WYATT
Notary Public-State of Kansas
My Appt. Expires 4/13/09

REGISTER OF DEEDS SEAL DICKINSON COUNTY, KANSAS

Notary Public

My Commission Expires:

Entered in Transfer Record
in my office this 28th day of
July A.D. 2008
Sandra Emig Burris Co. Clerk
by Barbara M Jones Dep Deputy Co. Clerk

Seal

STATE OF KANSAS 02416
DICKINSON COUNTY
This instrument was filed for record on 07/24/2008 at 11:36 AM & duly recorded in Book 241 at Page 80

Linda Jones Register of Deeds
Karen J Freeman Deputy

EXHIBIT
tabbies
A

CLOSING STATEMENT

SELLER: LISA M. WEAVER

PURCHASER: AMANDA DOHE

REAL ESTATE: 210 W. 1ST, ABILENE, KANSAS 67410

CLOSING DATE: JULY 24, 2008

SELLER STATEMENT -

CONTRACT PRICE		$ 16,500.00
EXPENSES-		
1/2 Title Insurance premium	$ 99.00	
1/2 Settlement fee	75.00	
Tax proration 1/1/08 to 2/24/08	232.73	
Commission @ 6% to Independent RE	990.00	
TOTAL EXPENSES		(1,396.73)
LESS RENT PAYMENT CREDITED TO PURCHASE PRICE		(450.00)
DUE TO SELLER AT CLOSING		$ 14,653.27

LISA M. WEAVER

WYATT LAND TITLE SERVICES, INC.
by: RAY WYATT, PRESIDENT

OLD REPUBLIC
National Title Insurance Company

1

ORT Form 3120

CLOSING STATEMENT

SELLER: LISA M. WEAVER

PURCHASER: AMANDA DOHE

REAL ESTATE: 210 W. 1ST, ABILENE, KANSAS 67410

CLOSING DATE: JULY 24, 2008

PURCHASER STATEMENT -

CONTRACT PRICE		$ 16,500.00
EXPENSES-		
1/2 Title Insurance premium	$ 99.00	
1/2 Settlement fee	75.00	
Deed recording fee	8.00	
TOTAL EXPENSES		182.00
CREDITS-		
Tax prorata 1/1/2008 to 7/24/2008	$ 232.73	
Rent payment credited to purchase price	450.00	
Earnest Money paid to closing agent	11,500.00	
TOTAL CREDITS		(12,182.73)
DUE FROM PURCHASER AT CLOSING		$ 4,499.27

AMANDA DOHE

WYATT LAND TITLE SERVICES, INC.
by: RAY WYATT, PRESIDENT

OLD REPUBLIC National Title Insurance Company

ORT Form 3120

6

GREAT PLAINS FEDERAL
CREDIT UNION
P.O. BOX 2968
JOPLIN, MO 64803

51434

REMITTER Vicki Faulkner

DATE July 24, 2008

83-7628/3011

PAY TO THE ORDER OF Wyatt Land Title

$ 4,499.27

GREATER 4499 27 CTS
FED. DOLLARS

DOLLARS

CASHIER'S CHECK

Janet Emig

"051434" :301178288: 0000800020"

* Lisa Weaver
notary public

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES
NORMAN R. KELLY
ROBERT A. MARTIN
JASON L. REED
LAWRENCE E. NORDLING
BRENDAN J. BURKE
LAUREN M. BRISTOW

Attorneys at Law

*Of Counsel
**Admitted in Kansas and Nebraska
All other attorneys admitted in Kansas only

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lmb@nwjklaw.com

July 29, 2008

Mr. Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: *Ostermann v. Weaver* and *Ostermann v. Peterson*

Dear Scott:

I have spoken with both Chris Kellogg and Mark Guilfoyle in regard to the above referenced litigation.

In regard to *Ostermann v. Weaver*, after speaking with Chris Kellogg, Lisa Weaver has agreed to the terms of the settlement agreement as set forth herewith. In the event that the roof overhang or utility meters would need to be repaired or replaced, those items would have to be removed from your property and moved to a new location. Lisa Weaver would not oppose the fence as approved by your recent permit. Additionally, Chris Kellogg proposed that the right to the meters and roof overhang in the current location would run with the sale of the property; however, if the meters or roof overhang would have to be remedied, then any new owner should have to remove such from the current location.

In regard to *Ostermann v. Peterson*, we have been in contact with Pete Earles of Earles Engineering and have received a price estimate as to the cost for an expert report. Such report would cost approximately $3,000.00 for an initial visit to the property, as well as a contractor from Wichita being brought in with the appropriate camera necessary to complete the report. This seems like an extreme amount to spend without some assurance that the expert will be able to definitively say: (1) the water runoff caused the line to be damaged; and (2) that the damage occurred during the year before filing suit. Mark Guilfoyle has contacted our office in regard to settling this case and would like to know what items we would like to have remedied in order to settle. At the outset, you indicated your focus was on the drainage issue, and suggested plugging and/or redirecting the downspouts. I believe the defendants would negotiate regarding

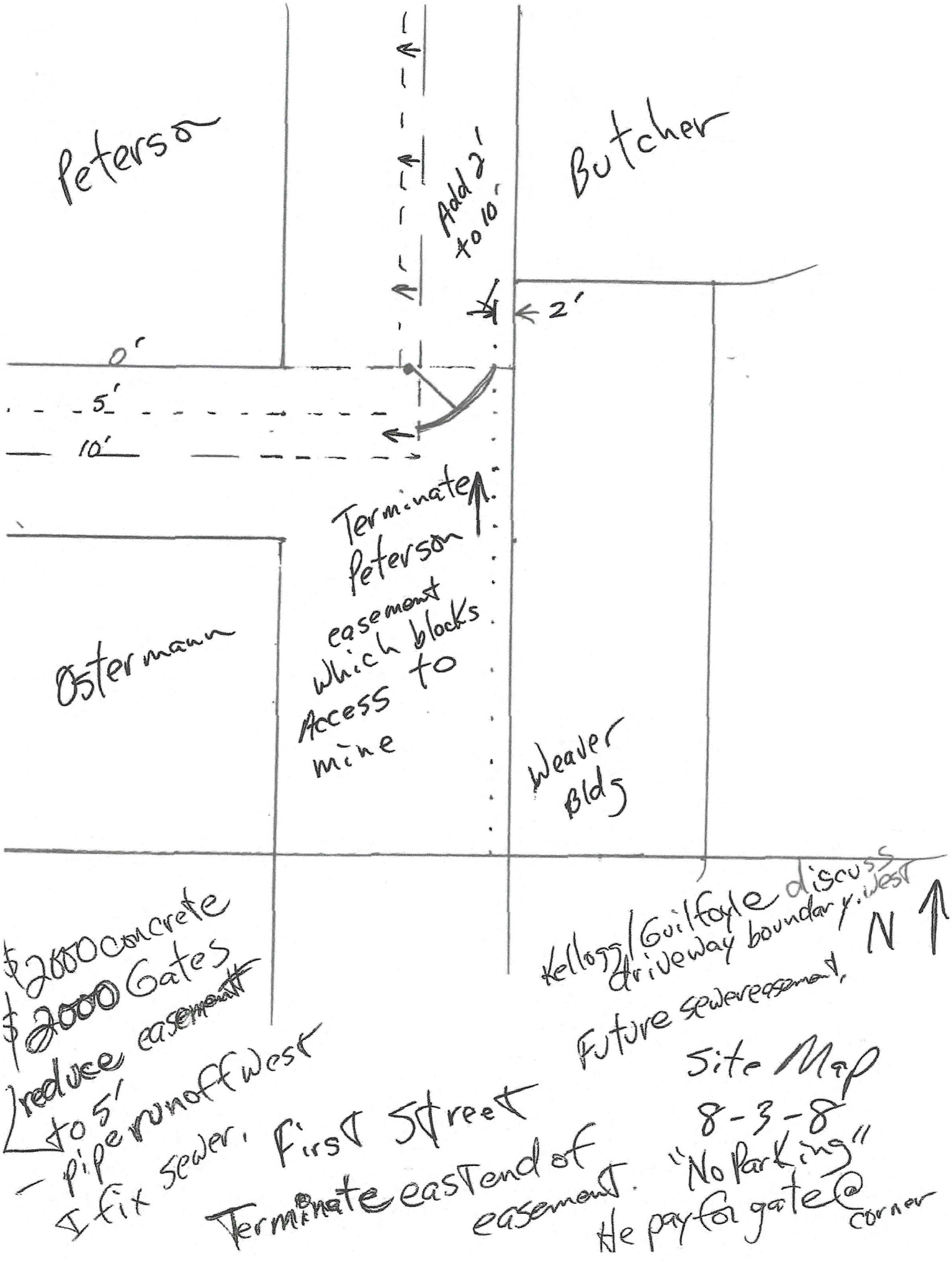
the drainage issue, however, I need to know the specifics of what you would like remedied in order to settle. Please advise as to those items you would like for me to propose to Mr. Guilfoyle in order to settle this case without trial.

After you have had a chance to review this letter, give me a call to discuss.

Very truly yours,

Lauren M. Bristow

LMB/jr


Peterson
Butcher
Add 2' to 10'
2'
0'
5'
10'
Terminate Peterson easement which blocks Access to mine
Ostermann
Weaver Bldg
$2000 concrete
$2000 Gates
reduce easement to 5'
- pipe runoff west
- fix sewer.
First Street
Terminate east end of easement.
Kellogg/Guilfoyle discuss driveway boundary. west
Future sewer easement.
N
Site Map
8-3-8
"No Parking"
He pay for gate @ corner

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES
NORMAN R. KELLY
ROBERT A. MARTIN
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len@nwjklaw.com

COPY

November 7, 2008

Amanda Dohe
1114 NW 3rd St.
Abilene, KS 67410

RE: 210 West 1st Street, Abilene, KS 67410

Dear Ms. Dohe:

This letter is to serve as a demand for you to remedy those issues on your property located at 210 West 1st Street in Abilene, Kansas, as ordered by the Journal Entry of Judgment by Default in Case No. 07 CV 131 which was heard in the District Court of Dickinson County, Kansas. Said Journal Entry was filed with the District Court on April 21, 2008, and required that the defendant remove trespassing utility meters, air conditioning unit and other objects encroaching on my client Scott Ostermann's property, as well as remedy the roof overhang which also encroaches on my client's property. Ms. Lisa M. Weaver, the previous owner of the property, was a party to this law suit.

It is my understanding that Ms. Weaver transferred said property to you on July 24, 2008. At that time, the judgment was entered and valid, and therefore the property was transferred to you subject to the judgment and therefore you are now responsible to remedy these issues.

Please contact Westar Energy and Kansas Gas Service immediately to have the offending meters removed. Also, please remove the offending roof overhang and air conditioning unit immediately.

If the offending objects are not removed in fourteen (14) business days, my client will contact Westar Energy and Kansas Gas Service and have the meters removed, the roof overhang connected and the air conditioning unit removed at your expense, as the judgment provides.

Very truly yours,

for Lawrence E. Nordling

LEN/jr
cc: Scott Ostermann

October 17, 2008

Dear Lauren,

Additional pictures of Peterson's "No Parking" sign are enclosed. Is this for real? The sign is a common plastic one stapled onto the plywood.

I talked to Keith Hoffman, the county attorney. He is the first official to verify to me that Lisa Weaver has a string of felony drug convictions plus a bunch of DUIs. Additionally, her son, Dalton Weaver , already has 3 felony convictions as a juvenile, and his twin brother was not there, only because, he's already been incarcerated in Topeka for several months.

Hoffman told me he had no doubt that the 4 kids in the paper would be in jail for something by the time they are 18. He didn't know if any of the other parents had connections to the tavern, but they are all similar to Weavers family situation, which is bad.

I asked him if "law enforcement" wanted to keep the tavern open; so they would know where they were; he said no.

He said that it's hard to get convictions, because it's a closed group. He said they have been through the system so much, they know how to manipulate the legal system.

I asked him how they ~~stay in~~ business; he said they sell drugs.

Scott O.

~~Scott o~~

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lmb@nwjklaw.com

December 5, 2008

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: *Ostermann v. Peterson* and *Ostermann v. Weaver*

Dear Scott:

After reviewing your letter of December 4, 2008, there is some confusion as to the first paragraph of the second page. The settlement of *Ostermann v. Peterson* is not, in fact, contingent on a resolution of *Ostermann v. Weaver*.

As you advised Ken Wasserman, Larry Nordling and myself on October 9, 2008, you were in agreement with the settlement as proposed and negotiated with Mark Guilfoyle in *Ostermann v. Peterson*. The Petersons have already signed the Settlement Agreement, and we have advised the Court that a settlement has been reached.

On Judge Platt's docket day of November 21, 2008, Judge Platt had noticed the case for a status hearing, as he had previously been advised that a settlement had been reached. At that time, we advised the Court once again that a settlement had been reached in the matter. Judge Platt stated that if he had not received a journal entry of dismissal by December 12, 2008, then he would make both parties' counsel appear, once again on the matter. If an attorney from our firm must appear on December 12, 2008, this will obviously be an unnecessary expense. Also, there is a possibility that if Judge Platt does not receive the journal entry of dismissal, then the Judge will dismiss the case without any settlement reached. In that event, the Settlement Agreement signed by the Petersons is no longer valid and any resolutions that have been reached with the Petersons will be void.

I understand your contentions with the tavern owners, but as we discussed during the conference call with Ken, Larry and myself, having the Peterson case resolved in a manner that allows concessions on the part of the Petersons, is a step forward. With the Peterson matter

resolved, we can then work on having the meters moved and roof overhang remedied on the bar building. From The recent letter by Mr. Guilfoyle, it appears as if either the tavern manager or the tavern owner or both are serious in having these issues resolved. The matter of the CMB license renewal can then be addressed administratively, which is the proper course of action for this.

Thus, it is imperative that we receive a signed Settlement Agreement in *Ostermann v. Peterson* by Wednesday, December 10, 2008, so that a journal entry of dismissal can be filed with the Court prior to December 12, 2008.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Lauren M. Bristow

LMB/jr

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

December 8, 2008

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

Dear Mr. Ostermann,

This letter is in response to your letter of December 4, 2008.

Yes the City Commission has full responsibility for issuing Cereal Malt Beverage licenses and also may revoke such a license per the provisions of the City Code. It is my opinion that this is solely the duty of the City Commission and not of the City Attorney.

The City Commission reviews Cereal Malt Beverage licenses on an annual basis as they all expire on the last day of each year. The Commission does have the ability to revoke a Cereal Malt Beverage License throughout the year in accordance with the provisions of the City Code. Again this is a duty of the City commission and not of the City Attorney.

In the fourth paragraph of your letter you addressed four items which I reply to as follows:

1) There are no restrictions as to where one may park on a public street as long as it is an area designated for parking. An adjacent property owner to the City right-of-way does not have a "reserved" space and anyone can park in public parking unless it is prohibited for anyone to park at that location.
2) Junk and litter can dealt with City nuisance codes. I am not sure as to what has occurred in the past or if the code enforcement officials ever received a complaint.
3) I have no idea as to the history of ownership of the building and the City of Abilene has no stake or role in the sale of private property. The City of Abilene issues the Cereal Malt Beverage to the operator and not the building owner.
4) Any complaints would be dealt with by the Police Department.

Also the City of Abilene has no interest in the any civil action that has been taken as the City was not a part of the action. These matters would all be dealt by the courts and any judgments in a civil action would not be concern for the City of Abilene to deal with.

The City of Abilene has no interest in any of the actions you referred to in your letter as it was not party to either suit.

Sincerely,

Allen J. Dinkel
City Manager

45

NORTON • WASSERMAN • JONES • KELLY LLC

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KENNETH W. WASSERMAN **
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lmb@nwjklaw.com

January 23, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: *Ostermann v. Peterson* and *Ostermann v. Weaver*

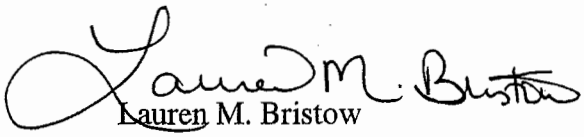
Dear Scott:

I have spoken with Mark Guilfoyle in regard to *Ostermann v. Weaver*. Mr. Guilfoyle has advised that he is no longer representing the bar owner or operator in that case. My office has been working toward a resolution of the issues in that matter, and we will soon advise as to the best route to take in resolving the items set forth in the judgment.

In regard to *Ostermann v. Peterson*, it is unclear at this time whether Mark Guilfoyle is representing the Petersons. I am awaiting a return phone call from Mark to clear up that issue. Once I have heard back from Mr. Guilfoyle as to whether he still represents the Petersons, then we will continue toward a resolution.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Lauren M. Bristow

LMB/jr