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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*

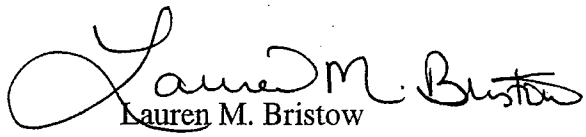
Dear Scott:

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

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February 17, 2009

Scott and Chris Ostermann
415 Brice Court
Abilene, KS 67410

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

Dear Scott and Chris:

After our meeting last week, we wanted to follow up with a letter setting forth those items which have been accomplished in *Ostermann v. Weaver* and *Ostermann v. Peterson*, and those items which you could choose to further pursue, if you so desired. Also, Larry Nordling has been consulted as to approximate costs of further litigation.

In regard to *Ostermann v. Weaver* we have accomplished the following:

- Obtained a default judgment against Lisa M. Weaver on the Down South Tavern property which entitled you to judgment against the Defendant with the following relief:
  - The Defendant must remove the trespassing utility meters, air conditioning unit and other objects, and remedy the roof overhang;
  - Defendant is enjoined and restrained from further encroachments and trespasses upon Plaintiffs' property;
  - Plaintiffs are permitted to remove offending utility meters if Defendant refuses to comply with the Court order; and,
  - Defendant is required to pay for the costs of the action.
- We have successfully defended the Motion to Set Aside Default Judgment and the Court ruled to enforce the default judgment.

- The Default Judgment remains in full force and effect.

- The Court has granted you a judgment against the Defendant Lisa M. Weaver in the amount of $500.00 for sanctions.

- The utility companies have agreed to disconnect and reconnect the utilities; however, the Defendant will have to pay to have the meters moved.

The following would be further issues you could pursue, should you choose to do so:

- Enforce the judgment regarding the removal of the trespassing items by filing a motion to hold the Defendant in contempt of Court for failing to comply with the Court order.

- The approximate cost of a proceeding seeking an Order finding Defendant in contempt would be approximately $1,000.00, excluding costs of personally serving the Defendant. This estimate also presumes there is only one hearing and would not include further services or expenses to enforce any relief granted by a potential Contempt Order.

- Collection of the $500.00 judgment for sanctions entered against the Defendant. It is difficult to estimate the cost of collecting this judgment, although for the amount of the judgment, an economic way would be a garnishment proceeding. A wage garnishment, assuming the Defendant remains employed, or a non-wage garnishment on a bank account, can be economical as long as an appearance at a hearing is not required should the Defendant attempt to challenge the garnishment proceeding. The estimated cost just to prepare the garnishment paperwork would be one hour of billable time at Lauren's hourly rate of $125.00.

In regard to *Ostermann v. Peterson* we have accomplished the following:

- Through our efforts you were able to obtain a fencing permit from the City of Abilene in order to fence off your property.

- From your previous contact with the City of Abilene in regard to fencing permits, it appears as if any reasonable request for a fencing permit will be accepted.

- The settlement in *Ostermann v. Peterson* has allowed for the remedy of the water runoff by rerouting the water downspout located on the south side of your

property around the southeast corner of the property in order to funnel the water to the north.

- Petersons are to post a no parking sign on a pole to be located on the east side of the easement.

- Petersons have agreed to reduce their easement across the property to a width of 7½ feet, thus allowing you to utilize the extra 2½ feet nearest your property any way you should so choose without the hindrance of the easement.

- Petersons have agreed to allow machinery onto their remaining easement for the purpose of you correcting the sewer line.

The following are issues which you could further pursue, should you choose to do so, in *Ostermann v. Peterson*:

- Address the way in which the Petersons have remedied the issues set forth in Settlement Agreement. We are currently waiting on a return of the Release of Easement from Mark Guilfoyle as the Dickinson County Register of Deeds has required a modification to the Release of Easement before the Register of Deeds will record the same.

- Upon filing of that Release, then it could be addressed that the Petersons have not fulfilled their obligation of the Settlement Agreement by placing the no parking sign on a pole on the correct site of the easement, as well as rerouting the water downspout correctly.

- Enforcement of the Settlement Agreement would be pursued through an action for breach of the Agreement. The cost for pursuing such an action depends largely on the resistance of the Defendants, which is unpredictable. Enforcement of the Settlement Agreement could potentially be resolved for as little as $1,500.00 to $2,000.00, or it could potentially be as much as $10,000.00, if not more. The wide-range estimate is a product of the unpredictable amount of resistance from the Defendants coupled with the potential for delays in communication and unreasonable positions taken on the Defendants' part.

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

Very truly yours,

Kenneth W. Wasserman

Lawrence E. Nordling

Lauren M. Bristow

KWW/LEN/LMB/jr

MISC. BOOK: 272
PAGE: 142

file

115-16-0-30-41-009
00901

RELEASE

FOR AND IN CONSIDERATION of those items set forth in the Settlement Agreement and Release, dated December 5, 2008, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, WILLIAM H. PETERSON and PATRICIA PETERSON SWEENEY, TRUSTEE of the Patricia Peterson Sweeney Revocable Trust, dated February 21, 2007, hereby release to SCOTT L. OSTERMANN and CHRISTINE C. OSTERMANN, the most southerly Two and One-Half feet (2½')of the easement for ingress and egress over and across the following described real estate, it being the intention of the parties to terminate the most southerly Two and One-Half feet (2½') of such easement while maintaining the remaining northerly Seven and One-Half feet (7½') of such easement in full force and effect:

> The North Ten feet (N 10') of the South Fifty-One feet (S 51') of Lots Twenty-Seven (27) and Twenty-Nine (29) on First Street in Thompson & McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed as of this 27 day of March, 2009.

PATRICIA PETERSON SWEENEY
REVOCABLE TRUST, dated 02/21/07

William H Peterson
WILLIAM H. PETERSON

Patricia Peterson Sweeney
PATRICIA PETERSON SWEENEY, Trustee

STATE OF KANSAS, COUNTY OF DICKINSON, SS:

The foregoing instrument was acknowledged before me this 27 day of March, 2009, by WILLIAM H. PETERSON.

NOTARY PUBLIC - State of Kansas
SHAROLYN K. SANCHEZ
My Appt. Exp. 5-21-2012

Sharolyn K. Sanchez
Notary Public

STATE OF KANSAS, COUNTY OF DICKINSON, SS:

The foregoing instrument was acknowledged before me this 27 day of March, 2009, by PATRICIA PETERSON SWEENEY, as Trustee of the PATRICIA PETERSON SWEENEY REVOCABLE TRUST, dated February 21, 2007.

NOTARY PUBLIC - State of Kansas
SHAROLYN K. SANCHEZ
My Appt. Exp. 5-21-2012

Sharolyn K. Sanchez
Notary Public

111/15 — 2391/000 2391.02

CITY OF
ABILENE
KANSAS

June 4, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

Dear Mr. Ostermann,

I am in receipt of your letter of May 28, 2009.

Many of the items which you mentioned in your letter do not involve the City and appear to be private issues with other property owners.

I am not sure for how long the First and Cedar Area has been zoned as B5, but you may request a change in zoning as outlined in the City Zoning Ordinance.

Please have your attorney contact me if they need any information.

Sincerely,

Allen J. Dinkel
City Manager

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July 31, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

We obtained service of process as you can see from the enclosed document upon Ms. Weaver on the 25th of July. Hence the hearing set for August 14, 2009 at 9:00 a.m. will go forward. I will be interested to see if she shows up and what her position will be with regard to moving the meters.

Next as you are aware, we will need the cooperation of the bar in order to have certain items moved given the utility position. Do you want me to take any steps in that direction? Do you want me to contact them?

I look forward to hearing from you regarding the next step, namely if you want me to contact anyone prior to the upcoming hearing.

Very truly yours,

Robert A. Martin

RAM/djd
Enclosure(s)

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lmb@nwjklaw.com

August 3, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: City of Abilene

Dear Scott:

I spoke with Bob Martin in regard to the questions that you posed in our telephone conversation on July 29, 2009.

Bob Martin has reviewed the DVD which you provided of the City Commission meeting on June 8, 2009, and has responded to you by letter dated June 29, 2009. Bob concluded that there were no actionable claims against Mark Guilfoyle after reviewing the DVD. While I understand there was miscommunication by Mark Guilfoyle, both Bob and I are of the belief that seeking an apology for the miscommunication would be time-consuming and will not result in a positive outcome. A better solution would be moving forward with resolving the ongoing complaints and issues that have been previously addressed. Jocelyn Lucas Randle will handling the prosecution of any code violations for the City of Abilene, not Mark Guilfoyle.

If you have any questions, please don't hesitate to contact me.

Very truly yours,

Lauren M. Bristow

Lauren M. Bristow

LMB/jr

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E-Mail: ram@nwjklaw.com

August 7, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Various violations

Dear Scott:

I received contact regarding your outstanding citations for not cutting the grass and for the storage unit. Those matters have now been transferred to Municipal Court and are being handled by Joycelyn Lucas Randle. I understand that you had applied for an appeal of those decisions. However, the nuisance portion of the citations, namely the mowing issue, is out of time. Apparently, the ten days had passed from the date of citation for the weeds. Further, it was indicated to me that the zoning violation is handled by a separate city ordinance and is not subject to review by a hearing officer. Hence, it would be solely subject to the Municipal Court. In other words, both matters are now in front of the Municipal Court for citation as criminal matters.

I wanted to give you a heads up on what I had heard. You undoubtedly will receive some notice shortly on the same issue.

Very truly yours,

Robert A. Martin

RAM/all

P.S. I spoke to Ken Wasserman about his contacts with the utility companies. He is of the belief that given their statements to you, as well as his prior contacts, further litigation with the companies directly may be necessary if a resolution with the current owner of the bar cannot be reached. We can discuss after the upcoming citation hearing.

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August 17, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

As you are aware, this matter was reset for hearing on September 11th at 9:00 a.m. Chris Kellogg on the way out the door indicated that we may receive a bankruptcy notice prior to that date. If that is the case, the hearing would be cancelled. Regardless, please hold off on doing anything with the fence until after that date.

I am surely thinking about another avenue as far as trying to claim the application of certain legal theories to the new owners. Depending on what Ms. Weaver does, we can discuss another possible option at the September 11th hearing or prior to that date. I need to complete some additional legal research before then.

If you have any questions, please let me know.

Very truly yours,

Robert A. Martin

RAM/djd

7. Gifts

None ☑ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than $200 in value per individual family member and charitable contributions aggregating less than $100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

8. Losses

None ☑ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Consumer Credit Counseling PO Box 843 Salina, KS 67402	**9/9/09**	**50.00**
Larry Livengood Suite 236 2035 E Iron Ave Salina, KS 67401	**9/10/09**	**500.00**

10. Other transfers

None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Mike Teasley Abilene, KS 67410 Uncle	**July 2008**	**Sold Southside Tavern, Abilene, KS $16,500.00**

None ☑ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

11. Closed financial accounts

None ☑ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

12. Safe deposit boxes

None ☑ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

13. Setoffs

None ☑ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

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Lisa Weaver
Bankruptcy Petition

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September 22, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

You will find enclosed a copy of the letter that I received from Chris Kellogg and the Order Granting his Withdrawal as Attorney of Record for Lisa Weaver. I am also enclosing the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors & Deadlines that I received. Please take note of the following dates if you care to contact bankruptcy counsel:

October 13, 2009 at 10:30 a.m.	Meeting of Creditors
November 14, 2009	Deadline to Object to Exemptions
December 14, 2009	Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts

If you have any questions, please let me know.

Very truly yours,

Robert A. Martin

RAM/djd
Enclosure(s)

FILED

2009 SEP 22 AM 9:30

CLERK OF DISTRICT COURT
DICKINSON COUNTY, KANSAS

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN and CHRISTINE C. OSTERMANN	)	
Plaintiffs,	)	
	)	**Case No. 07 CV 131**
v.	)	
LISA M. WEAVER	)	
Defendant.	)	

JOURNAL ENTRY

NOW on this 11th day of September, 2009, comes the above-referenced action. Plaintiffs appear by and through Robert A. Martin, of Norton, Wasserman, Jones & Kelly, L.L.C. The Defendant does not appear. There are no other appearances.

THEREAFTER, the Court reviews the files and finds that on August 14, 2009, the Defendant appeared before the Court with regard to a Citation in Contempt pending against her. At that time, the matter was fully reviewed with and by the Court. Inquiry was made of the Defendant regarding the Citation, her actions with regard to said Citation, and any attempts to purge herself from said Citation.

THEREAFTER, the Court set over the matter until September 11, 2009, with notice to the Defendant regarding this hearing for the imposition of penalties involving her contempt of court.

THEREAFTER, it is noted that the Defendant does not appear on this date.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED that in light of the prior holding of the Defendant in contempt, her failure to appear at this hearing, and her failure to purge herself from any contempt, the Defendant shall be brought before this Court and a bench warrant shall hereafter issue in the amount of Two Thousand Dollars ($2,000.00), cash only.

IT IS SO ORDERED.

David R. Platt

THE HONORABLE DAVID R. PLATT
DISTRICT COURT JUDGE

SUBMITTED BY:

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By: _____
Robert A. Martin
SC#16546
Attorneys for Plaintiffs

District of Kansas
Claims Register

09-13012 Lisa Marie Weaver **Closed** 03/22/2011

Chief Judge: Dale L. Somers
Office: Wichita
Trustee: Steven L Speth

Chapter: 7
Last Date to file claims:
Last Date to file (Govt):

Creditor: (6223753)
Kennedy Berkley Yarnevich And Williamson
PO Box 2567
Salina KS 67402

Claim No: 1
Original Filed Date: 09/22/2009
Original Entered Date: 09/22/2009

Status:
Filed by: AT
Entered by: Chris J Kellogg
Modified: 09/23/2009

Amount claimed: $3750.00
Unsecured claimed: $3750.00

History:

Details	1-1	09/22/2009 Claim #1 filed by Kennedy Berkley Yarnevich And Williamson, Amount claimed: $3750.00 (Kellogg, Chris)

Description:
Remarks:

Claims Register Summary

Case Name: Lisa Marie Weaver
Case Number: 09-13012
Chapter: 7
Date Filed: 09/16/2009
Total Number Of Claims: 1

Total Amount Claimed*	$3750.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		

PACER Service Center
Transaction Receipt

7800500-03 CURRENT PERIOD AND HISTORY PRE-BILLING LEDGER Run On 09/21/09 01/01/81-09/21/09 Page 001/001
Lisa Weaver Opened 02/27/08 Closed n/a Last Post 02/04/09
BUILDING DAMAGE

Bill to: Lisa Weaver
610 NW 2nd
Abilene, KS 67410

Client Attorney Larry G. Michel

Resp Atty 1 Larry G. Michel

Legal Services - Building Damage

Status Codes None Alternate Billing Format TK2
Finance Charges N
Sales Tax None
Retainer Acct Min 0 No auto transfers chosen
Unbilled only N

FEES

Date	Emp	Hours	Dollars	Gp		
02/29/08	LGM	0.30	60.00		B P	Corr to Lisa; Memo to Karen Quintelier
03/08/08	KMQM	1.90	247.00		B P	Correspond with client regarding further information; Prepare demand letter;
billable		1.90	146.15			Research law regarding neighbor's liability for spread of fire.
03/08/08	LGM	0.10	20.00		B P	Review demand letter
03/15/08	KMQM	0.40	52.00		B P	OC LGM regarding response from Mr. Thompson; Contact Abilene City Manager;
billable		0.40	30.77			Correspond with Client regarding status of case adn the city's position.
03/22/08	KMQM	0.30	39.00		B P	Prepare letter regarding file closure.
billable		0.30	23.08			
04/12/08	LGM	1.40	308.00		B P	TC's with Lisa re: building; Review pleadings; TC's with Wyatt Title and Attorney Nordling
04/19/08	CJKM	2.70	432.00		B P	OC LGM re property issue in Abilene; TC with Lisa; TC with Mike; OC LGM; TC with
billable		2.70	355.26			Lisa; TCs with Dickinson County Title; TC with Larry Nordling; TC with Lisa; TC with Lisa; TC with Debbie on Gas and Electric Meters; TC with Scott Kindlesparger at Kansas Gas; TC with Gaylen Barry.
04/19/08	LGM	0.90	198.00		B P	Meet Lisa in Abilene; OC's with Chris Kellogg
04/26/08	CJKM	0.30	48.00		B P	TC with Larry Nordling; TC with Lisa.
billable		0.30	39.47			
04/30/08	CJKM	0.80	128.00		B P	TC with Larry Nordling; Emails to Larry; Emails with Larry; Review of Order;
billable		0.80	105.27			Letter to Lisa.
/03/08	CJKM	0.40	64.00		B P	Review of Survey; Letter to Lisa
05/10/08	CJKM	0.60	96.00		B P	TC-Lisa; OC TAW re: Surveyors; TC-Earles; TC-Wilson and Co.
05/17/08	CJKM	4.00	640.00		B P	Motion to Set Aside Default Judgment; Affidavit for Lisa; Letter to Lisa
05/24/08	CJKM	0.60	96.00		B P	Finalize Motion and memorandum to Set Aside
05/31/08	CJKM	0.40	64.00		B P	TC-Larry Nordling; Emails w/ Larry Nordling
06/14/08	CJKM	0.30	48.00		B P	TC w/ Larry Nordling
06/21/08	CJKM	1.20	192.00		B P	TC-Lisa; TC-Larry Nordling; TC-Lauren Bristow
07/12/08	CJKM	1.00	160.00		B P	TC w/ Larry Nordling Re: Settlement; Meet w/ Larry Nordling and Lauren Bristow Re: Settlements
07/19/08	CJKM	0.80	128.00		B P	Letter to Lisa Weaver; Review of Letter from Larry Nordling; Order Continuing Hearing; TC w/ Lisa; TC w/ Larry Nordling
07/26/08	CJKM	0.10	16.00		B P	C w/ larry Nordling
08/09/08	CJKM	0.50	80.00		B P	Meet w/ Larry Nordling; Letter to Lisa
08/23/08	CJKM	0.30	48.00		B P	TC w/ Lisa Weaver; TC w/ Larry Nordling; TC Message to Lisa
08/30/08	CJKM	0.40	64.00		B P	TC w/ Lisa; TC w/ Larry Nordling; TC w/ Judge Platt
09/13/08	CJKM	1.00	160.00		B P	Emails w/ Larry Nordling; TC w/ Lisa; Review of File for Deed Information; TC w/

Case 09-13012 Claim 1-1 Part 2 Filed 09/22/09 Desc Exhibit Page 1 of 3

Date	Emp	Hours	Dollars	Gp		
						Larry Nordling; TC w/ LGM
09/20/08	CJKM	0.30	48.00	B	P	Emails w/ Larry Nordling
09/26/08	CJKM	0.30	48.00	B	P	OC LGM; Letter to Lisa
10/01/08	CJKM	0.10	16.00	B	P	TC message to Lisa
10/13/08	CJKM	0.30	48.00	B	P	Review of notice to dismiss; Letter to Lisa
10/29/08	CJKM	0.20	32.00	B	P	TCs with Lisa
10/30/08	CJKM	0.70	112.00	B	P	TCs with Lisa Weaver; Emails with Larry Nordling; review of motion of Larry Nordling and preparation for hearing; OC LGM
10/31/08	CJKM	1.70	272.00	B	P	Hearing in Abilene on Motion for Sanctions and Default Judgment; Letter to Lisa
11/14/08	CJKM	0.20	32.00	B	P	Letter to Lisa
Total FEES		24.50	3,996.00			24.50 3,750.00 246.00 (CP 01/01/81 - 09/21/09)
		24.50	3,996.00			24.50 3,750.00 246.00 (CTD Through 09/21/09)
		Actual Hours/$				Billable Hours/$ Write-dn $

Fee Analysis (CP 01/01/81 - 09/21/09)

Code	Name	Actual Hours	Actual Dollars	Actual $/ Actual Hrs	Billable Hours	Billable Dollars	Billable$/ Actual Hrs
CJKM	Chris Kellogg	19.20	3,072.00	160.00	19.20	2,964.00	154.38
KMQM	Karen Quintelier	2.60	338.00	130.00	2.60	200.00	76.92
LGM	Larry G. Michel	2.70	586.00	217.04	2.70	586.00	217.04

COSTS - Direct

Date	Units	Dollars	Gp			
04/14/08		6.63	N	B	P	Film
billable		0.00				
Tot DIR COSTS		6.63				0.00 6.63 (CP 01/01/81 - 09/21/09)
		6.63				0.00 6.63 (CTD Through 09/21/09)
		Actual Units/$				Billable Units/$ Write-dn $

A/R LEDGER (01/01/81 - 09/21/09)

Date	Type	Invoice#	Fees	Dir Costs	Ind Costs	Fin Charges	Sales Tax	Retainers	Total	Balance
05/12/08	Billing	27419	1286.00	0.00	0.00	0.00	0.00	0.00	1286.00	1286.00
06/10/08	Billing	27605	960.00	0.00	0.00	0.00	0.00	0.00	960.00	2246.00
07/15/08	Billing	27951	240.00	0.00	0.00	0.00	0.00	0.00	240.00	2486.00
08/11/08	Billing	28265	304.00	0.00	0.00	0.00	0.00	0.00	304.00	2790.00
09/10/08	Billing	28532	192.00	0.00	0.00	0.00	0.00	0.00	192.00	2982.00
10/07/08	Billing	28835	256.00	0.00	0.00	0.00	0.00	0.00	256.00	3238.00

Filed 09/22/09 Desc Exhibit Page 2 of 3
Case 09-13112 Claim 1-1 Part 2

11/07/08 Billing	29177	480.00	0.00	0.00	0.00	0.00	0.00	480.00	3718.00
01/08/09 Billing	30631	32.00	0.00	0.00	0.00	0.00	0.00	32.00	3750.00
Closing Balances		3750.00	0.00	0.00	0.00	0.00	0.00	3750.00	

A/R TOTALS (01/01/81 - 09/21/09) A/R TOTALS

	Fees	Dir Costs	Ind Costs	Fin Charges	Sales Tax	Retainers	Total
Billings							
01/01/81-09/21/09	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00
CTD thru 09/21/09	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00

A/R AGING (CTD thru 09/21/09) A/R AGING

Days Overdue	<= 30	31 - 60	61 - 90	91 - 120	121 - 150	151 - 180	> 180	Total
Fees	0.00	0.00	0.00	0.00	0.00	0.00	3750.00	3750.00
Totals	0.00	0.00	0.00	0.00	0.00	0.00	3750.00	3750.00

WORK IN PROCESS AND A/R PROJECTION WORK IN PROCESS AND A/R PROJECTION

	Fees	Dir Costs	Ind Costs	Fin Charges	Sales Tax	Retainers	Totals
Previous A/R	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Existing A/R	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00
Projected A/R	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00

Case 09-13012 Claim 1 Part 2 Filed 09/22/09 Desc Exhibit Page 3 of 3

NORTON • WASSERMAN • JONES • KELLY LLC

ANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES
NORMAN R. KELLY
ROBERT A. MARTIN
JASON L. REED
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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P.O. Box 2388
Salina, KS 67402-2388

LAW OFFICES AT:
213 S. Santa Fe
Salina, KS 67401

Telephone 785-827-3646
Fax 785-827-0538

E-Mail: ram@nwjklaw.com

September 23, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

You will find enclosed a copy of the file stamped Journal Entry and Bench Warrant in the above referenced matter for your records. The Bench Warrant was not issued due to the recent bankruptcy filing by the Defendant.

If you have any questions, please let me know. Otherwise, I am closing this file unless you want to sue the new owner.

Very truly yours,

Robert A. Martin

RAM/djd
Enclosure(s)

NORTON • WASSERMAN • JONES • KELLY LLC

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

October 22, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

This letter is to advise you that Chris Kellogg does not represent the Weavers in the above-captioned case or in any other matter. Therefore, please do not contact him further.

Very Truly Yours,

Robert A. Martin

RAM/kmw

SO ORDERED.

SIGNED this 03 day of December, 2009.

Dale L. Somers
Dale L. Somers
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
WEAVER, LISA MARIE	)	CASE NO. 09-13012
	)	CHAPTER 7
DEBTOR(S)	)	

ORDER TO COMPEL PRODUCTION

THIS MATTER comes on for hearing before the Court upon the Trustee's motion to compel production of information regarding the sale and transfer of real property, and disposition of the proceeds of the sale. The Trustee appears by and through his attorney, Steven L. Speth of the law firm of Speth & King. There are no other appearances. No hearing was held in this matter. The time for filing objections has expired and neither the Trustee nor the Court has received objections.

THEREUPON the Court, having reviewed the file, hearing arguments and statements of counsel and being duly advised in the premises finds as follows:

1. The motion should be and the same is hereby granted.

2. The debtor is hereby ordered to provide copies of documentation of the sale and transfer of real estate, and documentation regarding the disposition of the sale proceeds.

IT IS THEREFORE BY THE COURT considered, ordered, adjudged and decreed that the above and foregoing be and the same are hereby ordered to be turned over to the Trustee

IT IS BY THE COURT SO ORDERED.

###

PREPARED & APPROVED BY:

SPETH & KING
300 W DOUGLAS STE 230
WICHITA KS 67202
(316) 264-3333

S/ Steven L. Speth
STEVEN L. SPETH SC#12282

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES
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Telephone 785-827-3646
Fax 785-827-0538

ram@nwjklaw.com

December 9, 2009

Scott and Christine Ostermann
415 Brice Court
Abilene, KS 67410

RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

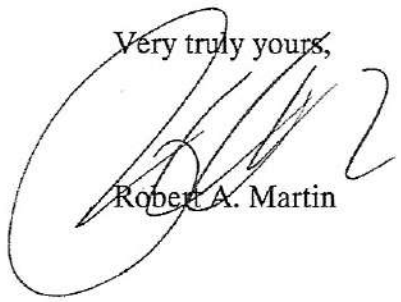
Dear Scott and Christine:

After we last talked, I checked with the clerk of the court on whether Amanda Dohe had been served. Their indication was that she had been served. On the very next day, I received the enclosed Answer. She has apparently retained Russ Prophet with Hampton & Royce, L.C., in Salina to represent her in the matter. In addition, they have made a counterclaim against you.

Please review the enclosed document and give me a call. I am filing a reply denying their allegations. In fact, you will find enclosed said reply. In addition, I am going to serve written discovery upon them to find out exactly what they are saying. Apparently, she is not going away easily. However, I would be shocked if she is going to be able to afford Mr. Prophet's services for any time at all.

Please let me know your thoughts.

Very truly yours,



Robert A. Martin

RAM/slb
Enclosure(s)

P.S. I specifically need to discuss with you any other permits that you obtained for the property other than the one attached as Exhibit A to the Answer.

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
ROBERT A. MARTIN
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E-Mail: ram@nwjklaw.com

December 23, 2009

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

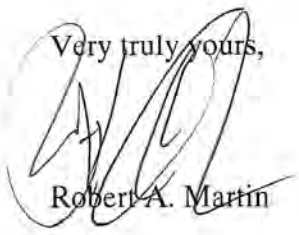
RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

I have spoken now at length with opposing counsel in the case. They very well may be interested in resolving the case for fixing the items at issue. Would you be agreeable to resolving this matter and avoiding any additional monetary or other judgment against them? Do you have a specific timeline in mind? They, for some reason, want the offer to come from us, which I have no objection to if we can put it behind you for the least expense.

Please think this over during the holiday and give me a call next week. I look forward to hearing from you.

Very truly yours,



Robert A. Martin

RAM/slb

Jan 2010

M & G Designs, Inc.

Since 1995

M & G Designs, Inc. is a custom marble and granite fabricator for residential and commercial jobs. We sell direct to home owners, contractors and/or cabinet makers. We take pride in our turn around time from estimate through installation. A bid for counter tops usually only takes a few minutes. You can fax (785-526-7841) or email (mandy.granite@gmail.com) your countertop layout to our office for a quick response.

We also fabricate vanity tops, fireplace hearths, window sills and many more. No job is too small or too big for our experienced craftsmen.

Thank you and we look forward to doing business with you.

Randy Schroeder & Mandy Dohe,
owners/operators of
M & G Designs, Inc.
117 S Main
Sylvan Grove, KS 67481
Phone 785-526-7777
Fax 785-526-7841

M & G Designs, Inc.

Since 1995

M & G Designs, Inc. is a custom marble and granite fabricator for residential and commercial jobs. We sell direct to home owners, contractors and/or cabinet makers. We take pride in our turn around time from estimate through installation. A bid for counter tops usually only takes a few minutes. You can fax (785-526-7841) or email (mandy.granite@gmail.com) your countertop layout to our office for a quick response.

We also fabricate vanity tops, fireplace hearths, window sills and many more. No job is too small or too big for our experienced craftsmen.

Thank you and we look forward to doing business with you.

Randy Schroeder & Mandy Dohe,
owners/operators of
M & G Designs, Inc.
117 S Main
Sylvan Grove, KS 67481
Phone 785-526-7777
Fax 785-526-7841

HAMPTON & ROYCE, L.C.
9TH FLOOR - UNITED BUILDING
119 WEST IRON - P.O. BOX 1247
SALINA, KANSAS 67402-1247
(785) 827-7251 - TELEPHONE
(785) 827-2815 - FACSIMILE

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN and, CHRISTINE C. OSTERMAN, Plaintiffs, vs. AMANDA DOHE, Defendant	)	Case No. 09 CV 150

COPY

ANSWER

Defendant Amanda Dohe ("Amanda") for her Answer to the Petition filed herein, respectfully states and alleges as follows:

1. All statements and allegations not specifically admitted herein are denied.

2. Amanda has insufficient information to either confirm or deny the allegations contained in Paragraph 1 of the Petition, and therefore denies the same.

3. The allegations contained in Paragraphs 2 , 3, and 4 of the Petition are admitted.

4. With regard to Paragraph 5, Amanda admits only that she owns the real estate described in Exhibit A of Plaintiff's Petition. Amanda has insufficient information to either confirm or deny the remaining allegations in Paragraph 5 of the Petition, and therefore denies the same.

5. The allegations contained in Paragraph s6, 7, 8 and 9 of the Petition are denied.

Affirmative Defenses

6. Plaintiffs have failed to state a cause of action upon which relief can be granted.

7. Amanda denies the nature, cause, and extent of the Plaintiffs' claimed damages, if any.

8. Amanda notes that the original judgment debtor, Lisa M. Weaver, has filed for bankruptcy in U.S. Bankruptcy Court, District of Kansas, case number 09-13012, and said bankruptcy action may have discharged some or all of Plaintiffs alleged judgment in this matter, or otherwise affected Plaintiffs' claims.

9. Amanda reserves the right to raise such other and further affirmative defenses as may well lie upon completion of discovery in this matter.

Counterclaim - Injunction

10. Plaintiffs have constructed on their property a fence that directly abuts Amanda's property that acts as a barricade to the west door of Amanda's building and denies access to the electric utility meters.

11. The building permit obtained by Plaintiffs to authorize the construction of this fence (Abilene Permit No. 05-114, attached as Exhibit A) specifically required the fence be constructed to allow a three (3) foot-wide pathway from Amanda's west door and electric utility meter north to the vacant lot.

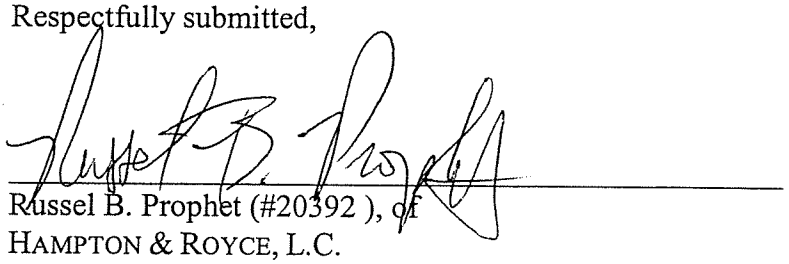
12. The fence constructed by Plaintiffs does not contain the necessary pathway and blocks access to Amanda's west exit door and the electric utility meter for Amanda's building.

13. Plaintiffs should be enjoined to permanently relocate that portion of their fence not in compliance with requirements of Abilene Permit No. 05-114

WHEREFORE, Amanda prays that the Plaintiffs take not by their Petition, that judgment be entered in favor of Amanda against Plaintiffs, and for such other and further relief as the Court deems just and proper.

DATED: December 3, 2009

Respectfully submitted,



Russel B. Prophet (#20392), of
HAMPTON & ROYCE, L.C.
United Building, Ninth Floor
119 West Iron Avenue
P.O. Box 1247
Salina, Kansas 67402-1247
(785) 827-7251 - Telephone
(785) 827-2815 - Telecopier
Attorneys for Defendant Amanda Dohe

CERTIFICATE OF SERVICE

I, Russel B. Prophet, hereby certify that on December 3, 2009, I served a true and correct copy of the above and foregoing Answer upon counsel of record by depositing same in the United States mail, first class postage prepaid, addressed to:

Rober A. Martin
Norton, Wasserman, Jones & Kelly, LLC
P.O. Box 2388
213 S. Santa Fe
Salina, KS 67402-2388
Attorney for Plaintiff

and on that same date, I mailed the original thereof to the:

Clerk of the District Court
109 E. 1st St.
Abilene, KS 67410

for filing in accordance with the law.

Russel B. Prophet

* 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.

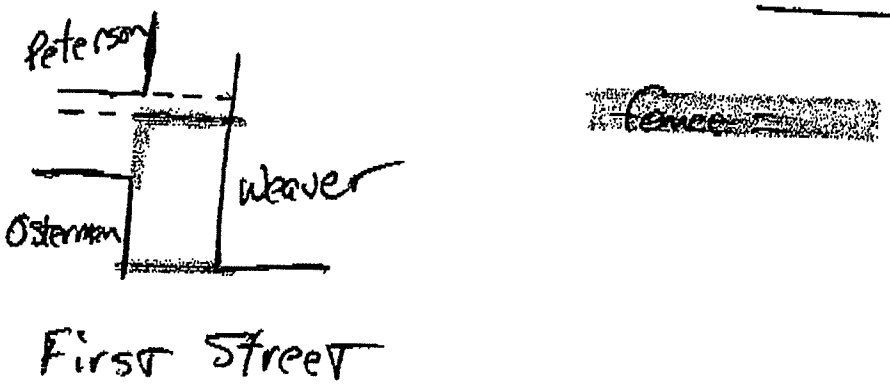
Owner of Record of Property: Scott h / Christine C. Ostermann

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

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

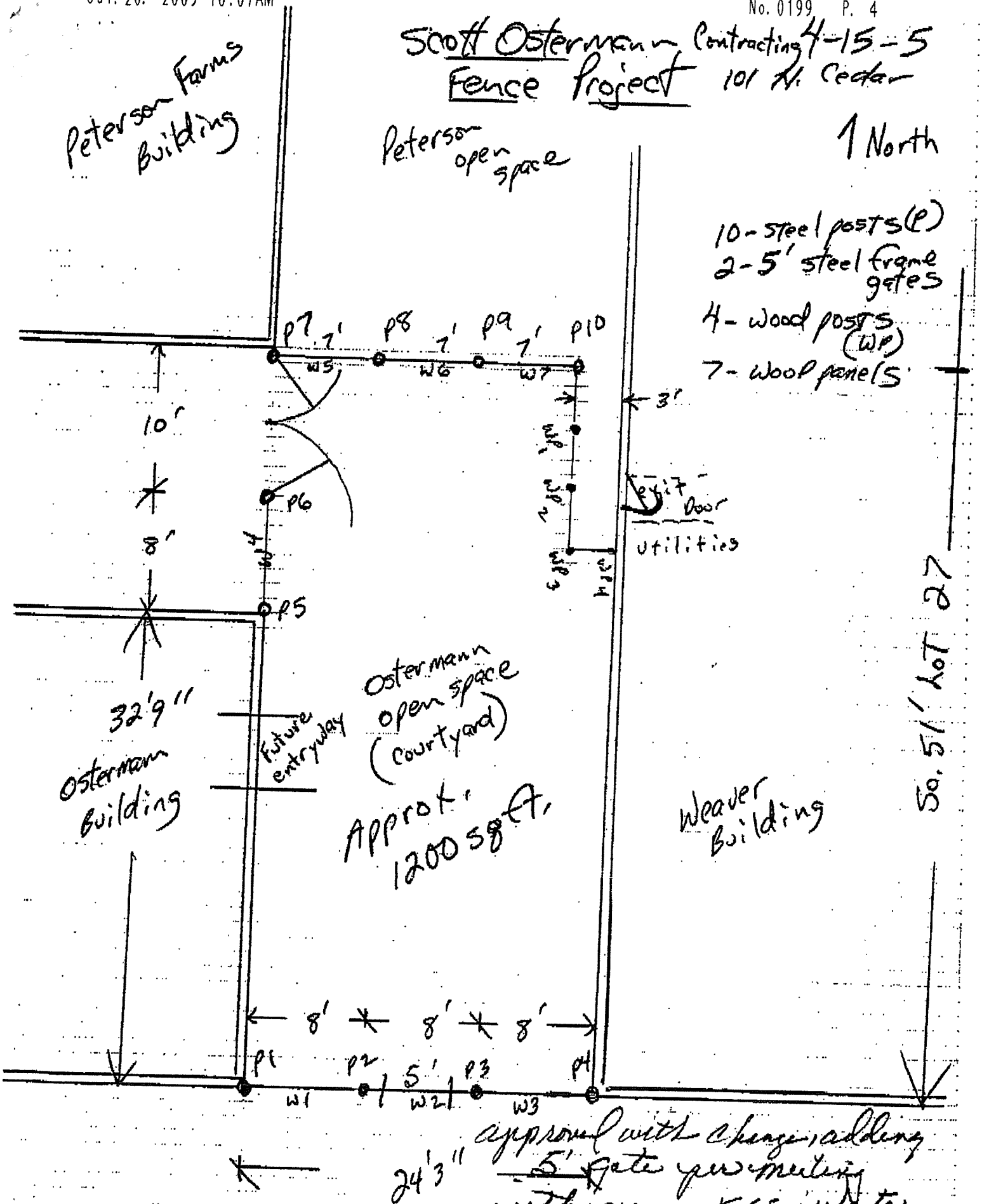
Special Conditions will encroach on easement

____ Approved X Disapproved Reason Encroaches on easement

R. Paul City Inspector

EXHIBIT A

Scott Ostermann Contracting 4-15-5
Fence Project 101 N. Cedar



Inspection Department
PO Box 519
Abilene, KS 67410-0519
(785) 263-2355

CITY OF ABILENE, KANSAS

PERMIT NO. 09-186

Permit Fee: $10.00

APPLICATION FOR FENCE PERMIT

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

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

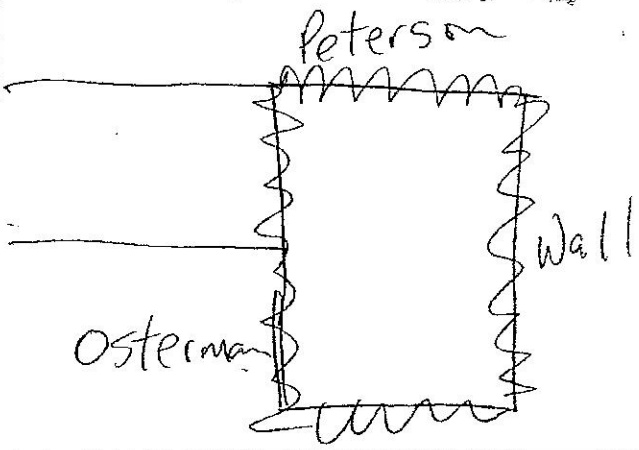
Owner of Record of Property: Scott / Chris Ostermann (Telephone)

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~~

See Attached



Will the fence encroach on any easement: Gated

Purpose of Fence: Safety / Security Material of Fence: Wood / Metal

Height of Fence: 6½ North 8' East Distance From Property Line: 0

Signature Scott Osterman Date: 7-24-9

(For Office Use Only)

Special Conditions _____

X Approved ____ Disapproved Reason: _____

Richard Carl City Inspector

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN AND CHRISTINE C. OSTERMANN, Plaintiffs,	)	
vs.	)	Case No. 09 CV 150
AMANDA DOHE, Defendant.	)	

DEFENDANT'S RESPONSES TO

PLAINTIFFS' FIRST COMBINED INTERROGATORIES, REQUESTS FOR PRODUCTION OF DOCUMENTS AND REQUESTS FOR ADMISSION

INTERROGATORIES

These Interrogatories are submitted pursuant to K.S.A. 60-233. If for some reason they cannot be answered in full, after exercising due diligence to secure the information to do so, please answer to the extent fully possible, and specify the reasons for your inability to answer the remainder of the question and state whatever information or knowledge you have concerning the unanswered portion of this question.

1. Please identify yourself and identify each and every person with whom you consulted, upon whom you relied, or who otherwise constituted a source of information for you in connection with the preparation of your answers to these Interrogatory questions, listing with respect to each and every such person the number(s) of the Interrogatories to which he or she helped to prepare answers or with respect to which he or she was consulted, relied upon, or otherwise constituted a source of information.

ANSWER:

Amanda Dohe and Vicki Faulkner, with the assistance of our attorney, Russel B. Prophet, Hampton & Royce, L.C.

2. Do you contend that Plaintiffs or any of Plaintiffs' employees or representatives or anyone acting on Plaintiffs' behalf have made any admissions against interest in connection with the subject matter of this lawsuit? If your answer to this Interrogatory is in the affirmative, identify each and every alleged admission against interest, the individual and/or individuals who allegedly made the admission against interest; the subject matter of the admission; when the admission was alleged to have been made; how and if it is recorded; and those persons present when said admission was alleged to have been made.

ANSWER:

None that I am aware of at this time.

3. Identify by name, business address and relationship to the Plaintiffs or the Defendant herein, all persons known to you to have been a witness to the incidents at issue in this lawsuit, or to have any relevant information or knowledge regarding the incident or any of the Plaintiffs or Defendant' s claims or claimed defenses herein; and with respect to each such person identified, describe in detail the substance of each such persons information or knowledge and the subject matter on which each such person is expected to testify.

ANSWER:

Amanda Dohe - the titled owner of the property
Vicki Faulkner - operates the business located at the property
Lisa Weaver - the prior owner
Mike Teasley - part time employee at the bar
Tom Allen - part time employee at the bar
Scott Ostermann - Plaintiff
Les Gray - realtor for the previous purchase of the property
Wyatt Land & Title - prepared the title insurance
Dick Paul - Abilene City Inspector
Mark Guilfoyle - City Attorney.

4. State whether any tapes, transcript of tapes, electronically stored information, communications, statements, affidavits, court reporter transcripts or other documentation of any statements taken from any witnesses, parties, or any individual with any relevant information, or any notes reflecting any conversations with such person in this case have been obtained by you, your representative, or any other individual acting on your behalf. If the answer is in the affirmative, include in your answer the particular witness or party involved, the individual taking the statement or notes, the form of the document, the date the statement was taken or the notes that were made, detailed circumstances explaining how and under what conditions the statement or notes were obtained by you, the contents of the documents and identify the present custodian of the same.

ANSWER:

Please see attached documents.

11. Describe in detail the nature of any damages that you have alleged that you suffered as a result of the incidents in question which is described in any of the pleadings filed herein.

ANSWER:

The fence described in the Counterclaim filed in this matter blocks the side exit to the building at issue in this case. The fence also blocks the utility meters for gas and electricity, creating issues with the meters being read by the utility companies.

12. State whether you have ever been involved in any other legal, civil or criminal action, either as a claimant, petitioner, respondent, defendant, victim, or plaintiff. If so, set forth the details below of your involvement and how the action was resolved or concluded.

ANSWER:

I received one speeding ticket when I was 14 years old, but otherwise have not been involved in any other court action.

15. Please identify all terms and conditions of the sale of the real estate described in Exhibit A to the Plaintiffs' Petition filed herein, including but not limited to, seller, buyer, financier, amount paid by you, to whom paid, any other payee or payer involved in the sale, any other consideration involved in the sale, closing agent for the sale, and all other terms and conditions involving the same. In addition, please provide the names of all witnesses or persons with knowledge of said sale, as well as all exhibits involving the sale, including but not limited to purchase agreements, deeds, title insurance, and correspondence.

ANSWER:

My name is listed as the titled owner of the property, but I did not have any involvement in its purchase. I am listed as the titled owner as part of my mother's estate plan so that I can inherit the property when she passes. I do not have any involvement in the operation of the business in any fashion.

I understand in speaking with my mother, Vicki Faulkner, that she paid $16,500 plus some additional amounts for the purchase of the property, and she has explained to me that she had an oral agreement with Lisa Weaver that Lisa was to resolve all of the issues related to Mr. Ostermann's previous lawsuit before the sale of the business would take place. For additional information or details, you will need to arrange to speak with my mother, Vicki Faulkner.

16. Please identify any and all communications in any form whatsoever preceding and leading up to the sale or close of the sale between Lisa Weaver and you, including but not limited to oral communication, written communication, electronic communication, and the like. Include in your answer the date of said communications, contents of communications, reason for said communications, witnesses to the same, length of said communications, and any physical evidence involving said communications.

ANSWER:

None; because I did not have any involvement in arranging for the purchase of the property.

17. With respect to any Request for Admission which you denied, please set forth the full factual and legal basis for each such denial. If your denial to any Request for Admission is based upon lack of sufficient knowledge or information, please identify and describe in detail what additional knowledge or information would be required for you to answer and all investigation that you engaged in prior to completing this response.

ANSWER:

Please refer to the specific requests for admission and my responses to them.

REQUESTS FOR ADMISSION

REQUEST NO. 1

Do you admit that all documents and communication furnished by you pursuant to these written discovery requests are genuine and that no further foundation need be laid for admissibility at trial?

ANSWER: Admitted

REQUEST NO. 2

Do you admit and stipulate that all documents and communications produced by you in response to these written discovery requests may be offered as evidence in this trial without any objection to foundation, but reserving all other evidentiary objections for determination at the time of trial?

ANSWER: Admitted

REQUEST NO. 3

Do you admit and stipulate that the deed attached as Exhibit A to Plaintiffs' Petition is filed of record with the Register of Deeds of Dickinson County, Kansas?

ANSWER: Denied. I did not have any specific knowledge as to whether or not the deed attached as Exhibit A had been filed with the Dickinson County Register of Deeds Office.

REQUEST NO. 4

Do you admit and stipulate that you are the owner of the tract described in Exhibit A to Plaintiffs' Petition filed herein?

ANSWER: I admit that I am the titled owner of that property, but it is my mother, Vicki Faulkner, who operates the business. As I explained previously, my name is listed on the title strictly as part of my mother's estate plan so that I can inherit the property upon her passing.

REQUEST NO. 5

Do you admit and stipulate that you were aware of the document entitled Exhibit B attached to these discovery requests prior to your purchase of the real estate set forth in Exhibit A to Plaintiffs' Petition filed herein?

ANSWER: Denied. As I explained previously, I had no involvement in the purchase of the property.

REQUEST NO. 6

Do you admit and stipulate that you had seen the attached Exhibit B prior to your purchase of the real estate described in Exhibit A to the Plaintiffs' Petition filed herein?

ANSWER: Denied. Please see my response to Request No. 5.

REQUEST NO. 7

Do you admit and stipulate that the Journal Entry attached as Exhibit B to these discovery requests was on file on the date that you purchased the real estate described in Exhibit A to the Plaintiffs' Petition herein?

ANSWER: Denied. I do not have any specific knowledge of the exact dates on which the Journal Entry was filed or on which my mother completed the purchase of the property in question.

REQUEST NO. 8

Do you admit that you had constructive notice of Exhibit B attached to these discovery requests prior to your purchase of the real estate described in Exhibit A to Plaintiffs' Petition herein?

ANSWER: Denied. Please see my previous responses.

REQUEST NO. 9

Do you admit and stipulate that you paid no funds to Lisa Weaver for the purchase of the tract described in Exhibit A to Plaintiffs Petition filed herein?

ANSWER: Admitted. My mother, however, did spend in excess of $16,500 in order to purchase the property and the business from Lisa Weaver. For the specifics on that transaction, you will need to arrange to discuss that matter with her.

REQUEST NO. 10

Do you admit and stipulate that the Journal Entry attached as Exhibit B to these discovery requests is effective against you?

ANSWER: Denied.

REQUEST NO. 11

Do you admit and stipulate that the fence at issue as raised in your counterclaim is upon the real estate owned by the Plaintiffs?

ANSWER: Admitted.

REQUEST NO. 12

Do you admit and stipulate that you had actual notice of the judgment entered in Case No. 07 CV 131 in the District Court of Dickinson County prior to your purchase of the real estate described in Exhibit A to Plaintiffs' Petition herein?

ANSWER: Denied. Please see the previous responses to these requests.

VERIFICATION

Amanda Dohe, of lawful age, being first duly sworn on oath, states: That she is the Defendant in the above-entitled action; that she has read the above and foregoing Interrogatories, Requests for Production and Requests for Admission, and the answers thereto; and knows the contents thereof; and that all the information contained in his answers and responses are true and correct to the best of her knowledge and information.

Amanda Dohe

SUBSCRIBED AND SWORN TO before me this 7th day of JANUARY, 2010.

NOTARY PUBLIC

DEVRI L. OWENS
Notary Public - State of Kansas
My Appt. Expires 10-9-10

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, 20___, I mailed the original and one copy of the answers to the above and foregoing Interrogatories, postage prepaid, to:

Robert A. Martin
Norton, Wasserman, Jones & Kelly, L.L.C.
213 S. Santa Fe
P.O. Box 2388
Salina, KS 67402-2388

Russel B. Prophet

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
ROBERT A. MARTIN
JASON L. REED
BRENDAN J. BURKE

Attorneys at Law

*Of Counsel

**Admitted in Kansas and Nebraska

***Fellow American Academy of Matrimonial Lawyers

MAILING ADDRESS:
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Salina, KS 67402-2388

LAW OFFICES AT:
213 S. Santa Fe
Salina, KS 67401

Telephone 785-827-3646
Fax 785-827-0538
E-Mail: ram@nwjklaw.com

January 18, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

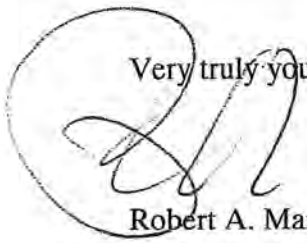
RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

I attended the hearing on your behalf on January 15, 2010. Mr. Prophet also appeared, as did his client. She did not say anything, but just spoke with Russ for a period of time prior to the hearing, as it was delayed significantly. In any event, Russ then came back and spoke to me and told me that I would be receiving discovery responses shortly. He stated that part of their defense is that since the utilities are not parties to this matter and have an easement, that the prior judgment was void and/or that nothing can be done in this case. I told him that I did not agree with any of these different claims. Next, he indicated that she is telling him that they can not do anything to the bar as it is somehow a historical building. My only response to that was a laugh and repeating back to him "a bar is a historical building?" I have not seen any documentation on any of their claims. He reiterated to me that they are still willing to pay the $2,500.00.

Let me know if you have any thoughts. I am enclosing herewith a copy of my letter to Mr. Prophet as well as the proposed Order regarding the court's ruling on that date which primarily involved the deadlines.

Very truly yours,



Robert A. Martin

RAM/slb
Enclosure(s)

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
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213 S. Santa Fe
Salina, KS 67401

Telephone 785-827-3646
Fax 785-827-0538
E-Mail: ram@nwjklaw.com

January 26, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

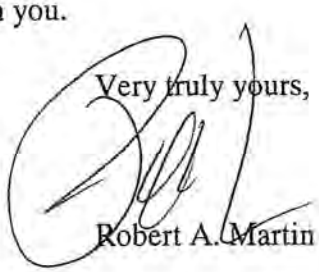
RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

After we talked again, I discussed settlement with Russ Prophet. Russ is indicating that he believes, per his client, that it would cost about $1,000.00 to move one of the meters. However, they have been quoted that it would cost $10,000.00 to move the other meter, which he believes to be the gas meter. Have you ever heard of anything like this? Do you think that you can contact both of these entities to see what they would quote to move the meters? That may be beneficial for us and we should at least know if the prices change.

I look forward to hearing from you.

Very truly yours,



Robert A. Martin

RAM/slb

N. ROYCE NELSON
SIDNEY A. REITZ
DAVID D. MOSHIER
DEBRA EGLI JAMES
JEFFREY E. KING
TERRY D. CRISS
IAN W. WOOD
[illegible]SHA S. MORRICAL
TODD W. DAVIDSON
RUSSEL B. PROPHET
NATHANAEL W. BERG
DANIELLE A. RIDER

OF COUNSEL
C. STANLEY NELSON

OF COUNSEL
JOHN A. O'LEARY
103 NORTH MAIN
THE POST ROCK BUILDING
P.O. BOX 304
LURAY, KANSAS
67649-0304
PHONE:
785-698-2501

LAW OFFICES

HAMPTON & ROYCE, L.C.

119 WEST IRON | UNITED BUILDING | 9TH & 10TH FLOORS | P.O. BOX 1247
SALINA, KANSAS 67402-1247
PHONE: 785-827-7251 | FAX: 785-827-2815
WWW.HAMPTONLAW.COM

February 25, 2010

Mr. Robert A. Martin
Norton, Wasserman, Jones & Kelly, L.L.C.
P.O. Box 2388
Salina, Kansas 67402-2388

Re: Ostermann vs. Dohe
Case No. 09 CV 150
Dickinson County District Court

Dear Mr. Martin:

Enclosed please find a copy of the Affidavit of Custodian of Business Records that Vicki Faulkner has filed in the above-referenced case. As we discussed in our telephone conversation on Tuesday, February 23, 2010, Vicki does not have any documents other than the documents previously produced by Amanda in response to your discovery requests.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

HAMPTON & ROYCE, L.C.

Russel B. Prophet
rprophet@hamptonlaw.com

RBP/dh

Enclosure

cc: Client

02-25-10A09:29 RCVD

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN AND CHRISTINE C. OSTERMANN,	)	
Plaintiffs,	)	
vs.	)	**Case No.09 CV 150**
AMANDA DOHE,	)	
Defendant.	)	

AFFIDAVIT OF CUSTODIAN OF BUSINESS RECORDS

THE STATE OF KANSAS, COUNTY OF DICKINSON:

I, Vickie Faulkner being first duly sworn on oath depose and say that:

1. I am a duly authorized custodian of the business records of _____ and have the authority to certify those records.

2. The copy of the records attached to this Affidavit is a true copy of the records described in the Subpoena.

3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or events recorded.

Vickie Faulkner
SIGNATURE OF CUSTODIAN

Subscribed and sworn to before me the undersigned on this 23 day of February 2010.

Russel B. Prophet
NOTARY PUBLIC

RUSSEL B. PROPHET
Notary Public - State of Kansas
My Appt. Expires 6/22/11

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
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Salina, KS 67401

Telephone 785-827-3646
Fax 785-827-0538
E-Mail: ram@nwjklaw.com

February 25, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

Russ Prophet contacted me this week. He indicated that they will agree to have Vicki Faulkner joined as a party. He further indicated that he would sign an agreed order without a hearing. Hence, the hearing for Friday is off.

Secondly, Mr. Prophet indicated that his clients are not interested in selling the bar to you. At this point, it is for them a very personal, meaning non-economic, matter. I asked Russ if his clients were interested in buying your place. He said that he did not know your place was for sale. I said that I was not saying that it is or is not, but that most things are for sale even if his client does not so believe. He said he didn't know.

On the issue of the replacement of the meters, he said that his client would be agreeable to moving the electric meter, but not the gas given his understanding. When I discussed at length with Russ why I did not think that the gas meter would cost as much as he is claiming, he said he would check on it himself. I will let you know when I hear back from him on that issue.

Next, the issue of mediation was broached by Mr. Prophet, as that is typical in cases like these at this point. I told him that I personally did not have any problem with conducting mediation, particularly if we had a hard headed mediator who could potentially get an agreement reached. I told him that I would have to check with you to see if that is something that you are interested in.

Finally, I enclose herewith copies of the Returns of Service from the Dickinson County Sheriff's Department as well as a copy of the business records that I received from Wyatt Land & Title in response thereto.

Once you have had a chance to look at this letter, give me a call regarding your thoughts involving the same. In addition, let me know if you ever got anything from Kansas Gas Service.

Very truly yours,

Robert A. Martin

RAM/slb
Enclosure(s)

CERTIFICATE OF MAILING

I hereby certify that on the 2 day of March, 2010, I mailed a copy of the above Affidavit of Custodian of Business Records by depositing it with the United State Postal Service for delivery with postage pre-paid, to:

Robert A. Martin
Norton Wasserman Jones & Kelly, L.L.C.
213 S. Santa Fe
P.O. Box 2388
Salina, Kansas 67402-2388

Mike Tasset
SIGNATURE OF CUSTODIAN

Subscribed and sworn to before me the undersigned on this 2 day of March, 2010.

NOTARY PUBLIC - State of Kansas
TIMBERLY J. BOWERS
My Appt. Exp. 01-23-2011

Timberly J Bowers
NOTARY PUBLIC

I have no records that you are looking for

Agreement

This agreement made and entered into this 24th day of June, 2010, by and between Scott Ostermann and Vicki Faulkner.

Whereas, the parties are subject to litigation in Dickinson County, Kansas related to alleged trespassing on Scott's property.

And , whereas, the parties desire to enter into this agreement to resolve all issues.

Now, therefore, for mutual consideration, the parties agree as follows:

1. Vicki will get the consent and agreement from the record owner, Amanda Dohe, to enter into this agreement.

2. Vicki agrees that she will correct the following:

a. Within 30 days, arrangements will be made to move the electrical, at Vicki's cost, off Scott's property and verification of said order to move the electrical will be provided to Scott's attorney.

b. Within 60 days, arrangements will be made to move the utilities, at Vicki's cost, off Scott's property and verification of said order to move the utilities will be provided to Scott's attorney.

c. Within 60 days, the overhang of the roof line will be removed and guttering put up to avoid diverting water onto Scott's property.

d. The window air condition will be removed immediately.

3. The parties agree to execute a Journal Entry of Judgment setting forth the above. Said Journal Entry shall provide that if Vicki fails to take the above corrective action, Scott may do so at his expense. Scott shall be entitled to have his cost to do the above reimbursed up to $4,000.00. Scott shall have a lien on said property owned by Amanda Dohe in the event he is required to take the corrective action.

4. A satisfaction of judgment shall be filed once the corrective action is completed by Vicki.

5. Each party shall pay their respective attorney fees and one half the mediation fees.

It is so agreed.

Vicki Faulkner

Vicki Faulkner

Scott Ostermann

Scott Ostermann

LAW OFFICE

N. ROYCE NELSON
SIDNEY A. REITZ
DAVID D. MOSHIER
DEBRA EGLI JAMES
JEFFREY E. KING
TERRY D. CRISS
BRIAN W. WOOD

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TODD W. DAVIDSON
RUSSEL B. PROPHET
NATHANAEL W. BERG
DANIELLE A. RIDER

OF COUNSEL
C. STANLEY NELSON

June 25, 2010

Mr. John P. DeCoursey
Kansas Gas Service
7421 West 129th Street
Overland Park, Kansas 66213-2634

Re: 210 West 1st Street, Abilene, Kansas

Dear Mr. DeCoursey:

I am writing on behalf of my client, Vicki Faulkner, the manager of the property located at 210 West 1st Street in Abilene, Kansas. Ms. Faulkner has agreed as part of a negotiated settlement to move the gas meter located at 210 West 1st Street to the front of her building. Bob Martin, of Norton, Wasserman, Jones & Kelly, previously contacted you concerning this matter, and you corresponded with him on April 13, 2010, indicating that the cost for moving the meter to the back of the building would be $2,282.02.

Our office is contacting you to determine the total cost for moving the meter to the front of the building and to determine the appropriate process by which to place an order to move the gas meter.

We look forward to hearing from you. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

HAMPTON & ROYCE, L.C.

COPY

Russel B. Prophet
rprophet@hamptonlaw.com

RBP/dh

cc: Ms. Vicki Faulkner
Mr. Robert A. Martin

KANSAS GAS SERVICE
A DIVISION OF ONEOK

CUSTOMER CHARGE ORDER

DATE: 7/16/2010

INVOICE NO: 3146 - 11

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

Attn:

Cust. Act. #:510586069-1542697

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

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

Acct #510586069-1542697

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

KGS REPRESENTATIVE
Debbie Reinbold (785) 822-3567

AUTHORIZED SIGNATURE

Please send remittance to the address listed below.

Kansas Gas Service
1001 Edison Pl
Salina, KS 67401