



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101



s00158467
SUPERFUND RECORDS

May 13, 1993

VIA FACSIMILE (316-244-5300)

Richard L. Hines, Esq.
Hines, Alhquist & Creitz, P.A.
P.O. Box 108
Erie, Kansas 66733

Re: Strauss Elevator Superfund Site

Dear Rick:

This letter is in response to your letters of May 7, 1993, concerning the Strauss Elevator Superfund Site (the "site") on behalf of Strauss Elevator, Inc. and Beachner Grain, Inc. The EPA is pleased that Strauss Elevator, Inc. has expressed a willingness to enter into negotiations concerning a clean up of the site. Additionally, EPA acknowledges that it would be a cost savings to the corporations to avoid having to respond to the requests for information if a suitable consent order can be worked out to clean up the site.

At this time EPA is willing to grant a 30 day extension of time for filing of the responses to the requests for information. The extended due date is **June 17, 1993**. It would be anticipated that if suitable progress is being made on the negotiation of a consent order and the information requested is not otherwise needed to confirm the ability of the party(ies) to perform the clean-up, additional extensions of time would be agreed to by EPA with the possibility that the responses will not have to be prepared (thus avoiding that expense for the corporations).

EPA hopes to provide a draft consent order in the near future. The Remedial Project Manager has been out of town, so EPA's response concerning your offer for negotiations has been delayed.

You had indicated that Strauss Elevator, Inc. does not own the site. Enclosed you will find a copy of a deed which indicates that it does own the site. Please call me if you feel

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SAFE SECTION

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John E. Hines, Esq.

Hines, Alhquist & Creitz, P.A.

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John E. Hines, Esq.

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for any reason that this deed does not accurately reflect the corporation's ownership of the site.

Sincerely,

A handwritten signature in black ink, appearing to be "J.D. Stevens", written over a horizontal line.

J.D. Stevens
Assistant Regional Counsel

Enclosure

Corporate Deed (General Warranty-Joint Tenancy)

STATE OF KANSAS, 1643
Labette County,
 This instrument was filed for record
 on the 15th day of May A.D.
 1984, at 10:30 o'clock A M., and
 duly recorded in Book 49 of Deeds,
 at page 93.

Maybell Hangan
 Register of Deeds.
 By W. J. V. Deputy.

FEES
 Register of Deeds,
 for recording,\$ 6.00
 County Clerk, for Transfer
 Total, \$ 6.00

Entered in Transfer Record
 in my office this 15th
 day of May A.D., 1984
W. J. V.
 County Clerk.

THIS INDENTURE, Made this 10th day of May
 A.D., 19 84, between Strauss Grain Company, Inc.,
 a corporation duly organized, incorporated and existing under and by virtue
 of the laws of the State of Kansas and having its principal
 place of business at Strauss, in the State
 of Kansas of the first part, and Strauss Elevator
Inc.,

of Neosho County, in the
 State of Kansas as joint tenants with the right of survivorship,
 and not as tenants in common, of the second part:

WITNESSETH, That said part Y of the first part, in consideration
 of the sum of Good and Valuable
Consideration and One and NO DOLLARS
 the receipt of which is hereby acknowledged, do ES by these presents

Grant, Bargain, Sell, and convey unto said part Y of the second part,
 as joint tenants and not as tenants in common, with the right of survivor-
 ship, the whole estate to vest in the survivor in the event of the death of

either, all the following-described real estate, situated in Labette
 County and State of Kansas, to wit:

Beginning at the Southeast corner of Section Fifteen (15), Township
 Thirty-one (31), Range Twenty-one (21), thence North 183 feet,
 thence West 210 feet, thence South 183 feet, thence East 210 feet
 to place of beginning, except so much thereof as is used for highway
 or road, Labette County, Kansas;

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
 thereunto belonging or in anywise appertaining, forever, as joint tenants and not as tenants in common, with the right
 of survivorship, the whole estate to vest in the survivor in the event of the death of either.

And said Grantor for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said part
Y of the second part, that at the delivery of these presents it is lawfully seized in its own right, of an absolute and
 indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises,
 with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other
 grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that it will warrant and forever defend the same unto said part Y of the second part, as joint
 tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in the event
 of the death of either, against said party of the first part, its successors and assigns, and all and every person or persons
 whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this deed to be signed on its behalf by
 its President thereunto duly authorized so to do, and has caused its corporate seal to be here unto affixed the day
 and year first above written.

STRAUSS GRAIN COMPANY, INC.
 By J. D. McMillan
J. D. McMillan, President

(Corporate Seal)