



RECEIVED

MAR 10 2005

BUREAU OF ENVIRONMENTAL REMEDIATION

103-FRE
C3-103-72594(2)

314 N. 7TH
FREDONIA, KS 66736
PHONE 620-378-2231
FAX 620-378-2693

March 7, 2005

Brian Baalman
Bureau of Environmental Remediation/
Assessment and Restoration
Kansas Department of Health & Environment
1000 SW Jackson Street, Suite 410
Topeka, KS 66612-1367

Dear Mr. Baalman:

This letter is in regards to your phone call on Monday, February 28, 2005 giving the City of Fredonia 14 days to make progress on the re-closure of our old landfill. Since your phone call, the city has signed the enclosed agreement that the property owner's attorney drew up allowing the city onto the property. This is a major step because it was what had been keeping the city from completing the work.

Fredonia understands the landfill needs some adjustments, such as filling in low spots that have standing water, correct any drainage issues, re-fill with some top soil, re-grade the land and then replace the grass that will be lost during the process. We will begin the work as soon as the property owner signs the agreement. If everything goes well, the work should begin very soon.

I appreciate your willingness to give Fredonia the additional time to get this agreement signed and the legal work completed. If you have any questions, call me at (620) 378-2231.

Sincerely,

Randall Partington
City Administrator

Enclosure

AGREEMENT

THIS AGREEMENT made and entered into this 4 day of March, 2005, by and between the CITY OF FREDONIA, KANSAS, a municipal corporation of the second class, herein called "City", and EDMOND M. STRYKER and JANE STRYKER, husband and wife, herein called "Landowner".

WHEREAS, the parties hereto entered into a Lease Agreement dated September 28, 1970 for purposes of establishing rights and responsibilities for use of certain property as a sanitary landfill, which property can be generally described as follow:

The East Half of the East Half of the Northeast Quarter of the Southeast Quarter (E/2 E/2 NE/4 SE/4) of Section Twenty-two (22), Township Twenty-eight (28) South, Range Fourteen (14), East of the 6th P.M., Wilson County, Kansas, containing 10 acres more or less.

WHEREAS, said sanitary landfill was closed on December 31, 1978, remained under the regulatory supervision of the Kansas Department Of Health And Environment (KDHE) and pursuant to notice dated on or about February 4, 2003 from KDHE, City of Fredonia is required to fill in settled areas with cover material that will support grass growth, re-grade the site for drainage, and re-seed, all subject to subsequent site inspection upon completion by KDHE, as well as one year from the site's work completion.

NOW, THEREFORE, in consideration of the above referenced prior Agreement, and the mutual covenants and agreements herein, the parties hereto agree as follows:

1. The Lease Agreement dated September 28, 1970, a copy of which is attached hereto and incorporated herein by reference, is ratified by the parties and the same remains in full force and effect.
2. Landowners do hereby lease, rent and let unto City the area where the above referenced sanitary landfill is located for the sole purpose of complying with the requirements of KDHE concerning remediation of the landfill.
3. City agrees to fence the area where the sanitary landfill is located and where the remedial work required by KDHE is going to be performed which will involve erection of a temporary fence along the west side thereof between the north and south boundaries of Landowner's property, which boundaries are currently fenced. In lieu of such fence construction, City may elect to pay to Landowner the cost of construction and maintenance of such temporary fence based upon an estimate provided by Landowner, for a two-year period in which case, Landowner will assume all responsibility for construction of such fence to Landowner's satisfaction and maintenance thereof.
4. Landowner will exclude the acreage where the landfill is located from the current pasture lease upon the premises. City will reimburse Landowner for an amount equal to up to eighteen (18) months rent for the acreage (estimated at 10 acres) affected

by this Agreement calculated on the basis of \$15 per acre per twelve months or \$1.25 per acre per month. Said amount shall not be less than One Hundred Fifty dollars (\$150.00).

5. The property shall be re-seeded with native grass compatible with Landowner's other pasture and as that term is normally defined. City shall be responsible for all expense with regard to such re-seeding, including restoration of topsoil, fertilizer and normal re-seeding practices for this area.

6. City agrees to hold Landowner harmless for any accidents or damages resulting as a consequence of the operation of City's remediation efforts at the old sanitary landfill site including restoration of existing fences and contour of the land..

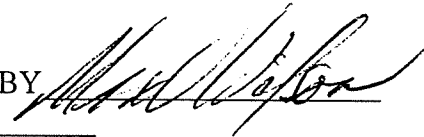
7. City shall reimburse Landowner the sum of \$200.00 for legal fees incurred in preparation of this Agreement. This Agreement was prepared by R. Kent Pringle, attorney for Landowner.

8. Access granted to City under this Agreement shall be for a period of one (1) year, extended for up to one (1) year from the site work completion as required by KDHE but not to exceed eighteen (18) months from the date of this Agreement.

Executed by the parties hereto effective the day and year first above stated.

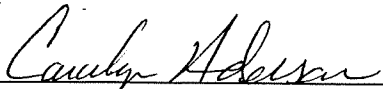
CITY OF FREDONIA,
KANSAS

BY



Mayor

ATTEST:



Assistant, City Clerk

Edmond M. Stryker

Jane Stryker