



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7
25 FUNSTON ROAD
KANSAS CITY, KANSAS 66115

March 15, 1995

Mr. Lou Giraud, Esq
FAX # (415) 989-1663
San Francisco, California

Re: D.C. Franche and Company
735 Federal Street
Davenport, Iowa

Dear Mr. Giraud,

Attached you will find the Access Agreement for your client, Virginia Franche Price, as executor of the estate of D.C. Franche II. It is my understanding that Ms. Price has the authority to sign the Access Agreement as she is acting on behalf of the estate of the deceased president of D.C. Franche and Company.

After Ms. Price has executed the Agreement please fax and or mail the signed agreement to me. The facsimile number here is (913) 551-5035. The mail can be sent to the letterhead address. Should you need to speak with me directly please call (913) 551-5003.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ilene M. Munk".

Ilene M. Munk
Assistant Regional Counsel



30323626
Superfund

**AGREEMENT TO ALLOW ACCESS TO PROPERTY
TO CONDUCT INVESTIGATION AND REMOVAL ACTIVITIES**

RIGHT OF ENTRY TO PREMISES

I, Virginia Franche Price, as executor of the estate of D.C. Franche II, President of D.C. Franche and Company, and otherwise having the authority to allow access and entry to property described below, knowingly consent and authorize the United States Environmental Protection Agency, (EPA), and/or its authorized representatives, contractors, or agents, to enter the property located at 735 Federal, Davenport, Iowa, for the purpose of conducting an environmental investigation and removal activities at the property.

PROPERTY DESCRIPTION

The common address of the property is 735 Federal, Davenport, Iowa.

The legal description of the property is; attached via the two deeds for the property currently held in the name of D.C. Franche and Company. The first deed was record January 2, 1946. The second deed for a parcel behind the first, was recorded August 15, 1969. They are attached to this Agreement as Exhibits 1 and 2.

AUTHORITY FOR ENVIRONMENTAL RESPONSE ACTIONS

The activities to be implemented by EPA under this agreement are pursuant to Section 104 of CERCLA, 42 U.S.C. §9604. The EPA's right of access to the property is provided for in Section 104(e) of CERCLA, 42 U.S.C. §9604(e), and provides entry for, "determining the need for response, or choosing or taking any response action under this title, or otherwise enforcing the provisions of this title."

ANTICIPATED ACTION

The activities to be conducted on the above described property include:

- * Sampling of drums, tanks and other containers on site
- * Sampling of soils, building structures and possibly groundwater on site
- * Consolidation, and/or treatment and off-site disposal of hazardous substances contained on site in containers or soil
- * Any other activities EPA deems necessary to protect human health and the environment.

TERMS OF THE AGREEMENT

I understand by signing this Access Agreement that this Agreement is not intended to be, nor shall it be construed as a contract between the parties or their representatives.

AGREEMENT NOT TO INTERFERE

D.C. Franche and Company, agrees not to interfere with any of the activities or equipment as described herein, or to take any actions regarding the use of the property which would tend to endanger human health, welfare, or the environment, or to allow others to use the property in such manner.

OBLIGATIONS OF EPA

EPA will use all appropriate safety measures while conducting the sampling and removal activity as described above. All activities will be in compliance with CERCLA, and any other relevant laws and statutes. EPA will provide the results of the analysis of all samples taken on the property which is the subject of this Agreement to the person duly authorized to provide access, at the address listed above.

MISCELLANEOUS PROVISIONS

This Agreement shall not constitute nor be construed as an admission or assumption of any liability by Grantors for the existence of hazardous substances on the above-described property.

Virginia Franche Price
for D.C. Franche and Co.

Date: _____

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for D.C. Franche and Co.

Date: _____