

the Landowners have been willing to invest in. It is the LDEQ's belief that until the property is remediated for development; it will most likely remain abandoned and out of commerce.

In a sign of good faith, the Landowners have begun the process of remediating the property by removing debris and clearing sections of the property. To date, 2/5 of the 70.48 acres has been cleared and prepared for use. The landowners have expended a total of \$255,000.00 on the property, of which \$130,000.00¹ was spent on clearing portions of the property and \$125,000.00 was spent on purchasing the property and paying for back taxes.² Overall, the remediation of this property will promote economic development in the region by making the property appealing for the development of businesses, homes, and recreational areas which will in turn provide revenue for the parish through its tax role.

II. SITE HISTORY

A. Property Description

Teche Sugar Mill is located in St. Mary Parish, Louisiana. The property was primarily used for the operation of a sugar mill from 1809-1990. It was operated by the Oaklawn Sugar Company from 1809 until 1985 when it transferred ownership to Oaklawn Sugar Factory, Inc. The Oaklawn Sugar Factory, Inc. operated the company for one year and then transferred ownership to the Teche Sugar Company in 1985. Tech Sugar Mill operated the facility until 1990 when the facility ceased operating due to low profits. In 1993, the facility dismantled and sold its equipment and machinery. In February of 1994, the facility contracted with Interstate Tree Service to demolish and remove transite and asbestos containing material from the site; however, due to citations which Interstate Tree Service received for improper asbestos removal, the contract was not fulfilled.

B. Remediation

In 1998, a removal assessment was conducted by the Environmental Protection Agency (EPA). The assessment report documents large quantities of exposed friable asbestos, waste drums containing hazardous waste, stained soil and heavy metal contaminated oily sludge. Since the EPA declined to perform a removal action on the site, the LDEQ took over the project. A Preliminary Assessment (June 14, 2000) led to remediation of the site.

Remediation occurred in two phases: Phase 1, with a final report date of May 3, 2005, and Phase 2, with a final report date of February 5, 2008. Remediation included removal of all

¹ This estimate includes the cost of equipment, fuel and fill.

² As of August 31, 2009, property taxes outstanding to the parish were estimated to be \$113,000.

asbestos containing materials from the site. This included demolition of several buildings and the excavation of several areas of soil. Various drums (247) containing hazardous and non-hazardous waste were removed from the site resulting in approximately 935 gallons of waste disposed of by Clean Harbors Environmental Services. Four underground storage tanks (USTs) were identified on the site. A total of 6,475 gallons of oily water was removed from the USTs and disposed of by Siemens prior to their excavation. Additionally, several areas of contaminated soil and sumps were addressed resulting in approximately 289 tons of contaminated soils being removed from the site and disposed of at the BFI Colonial Landfill.

On September 23, 2008, a No Further Action (NFA) was issued by the LDEQ indicating that the property had been successfully remediated. On March 8, 2012, the LDEQ amended the NFA to indicate that the Department had no objections to the construction of enclosed structures in the volatile affected areas. Two small areas where concentrations of aluminum and manganese exceeded non-industrial RECAP standards shall be retained for industrial use until additional sampling has demonstrated, with Departmental concurrence, that the areas can be utilized for non-industrial land use.

C. LDEQ's Liens

The LDEQ incurred approximately \$718,165.81 in cost for removal actions at the site. Pursuant to La. R.S. 30:2281, the LDEQ filed two Notice of Liens for the recovery of remedial costs incurred in discharging its responsibility. The first notice of lien, filed on June 26, 2006, was to recover remedial cost in the amount of \$415,211.02. The Second notice of lien, filed on March 14, 2008, was to recover remedial cost in the amount of \$302,954.79. Both liens were filed against and affect the following immovable property described as follows:

That certain tract or parcel of land, together with all improvements and appurtenances thereon and therunto belonging, lying and being situated in Section 37, T 14 S -R 10 E, St. Mary Parish, Louisiana, being Tract "ABCDEFGHIJKLMNORSTUVWXYZA", comprising an area of 70.48 acres, more or less, surrounding Oaklawn Mill Site, being more particularly described as follows:

Beginning at the northern most right of way of Louisiana Highway 323 and the southern most right of way of the Missouri Pacific Railroad being the point of beginning and being designated by the letter "A", said point "A" being 30' perpendicular in a southwesterly direction from the centerline of the Missouri Pacific Railroad and 35' northwest from the centerline of Louisiana Highway 323; thence South 72 degrees 06' 45" West a distance of 691.19' to a point designated by the letter "B"; thence North 17 degrees 52' 21" West a distance of 10.00' to a point designated by the letter "C"; thence South 72 degrees 6' 45" West a distance of 299.51', more or less, to a point designated by the letter "D"; thence meandering along the east bank of Bayou Tech in a northwesterly direction a distance of 3194.00 feet, more or less, to a point designated by the

letter "E"; thence North 40 degrees 33' 28" East a distance of 314.57' to a point designated by the letter "F", said point "F" being the western most right of way of Louisiana Highway 87; thence south 44 degrees 34' 59" East a distance of 44.71' to a point designated by the letter "G"; thence South 44 degrees 22' 18" East a distance 100.02' to a point designated by the letter "H"; thence South 40 degrees 41' 20" East to a distance of 100.02' to a point designated by the letter "I"; thence South 38 degrees 41' 22" east a distance of 100.02' to a point designated by the letter "J"; thence South 38 degrees 40' 37" East a distance of 360.85' to a point designated by the letter "K"; then South 38 degrees 26' 07" East a distance of 64.77' to a point designated by the letter "L"; thence South 37 degrees 38' 38" East a distance of 100.02' to a point designated by the letter "M"; thence South 36 degrees 01' 09" East a distance of 100.02' to a point designated by the letter "N"; thence South 35 degrees 10' 10" East a distance of 100.02' to a point designated by the letter "O"; thence South 35 degrees 51' 09" East a distance of 100.02' to a point designated by the letter "P"; thence South 41 degrees 43' 05" East a distance of 100.02' to a point designated by the letter "Q"; thence South 49 degrees 06' 59" East a distance of 100.02' to a point designated by the letter "R"; thence South 56 degrees 55' 38" East a distance of 100.02' to a point designated by the letter "S"; thence South 58 degrees 12' 37" East a distance of 193.52' to a point designated by the letter "T"; thence North 45 degrees 35' 00" East a distance of 1351.06' to a point designated by the letter "U"; thence South 39 degrees 57' 06" East a distance of 268.43' to a point designated by the letter "V"; thence South 22 degrees 46' 20" East a distance of 697.91' to a point designated by the letter "W"; thence South 46 degrees 30' 46" West a distance of 536.46' to a point designated by the letter "X"; thence South 24 degrees 36' 33" East a distance of 187.70' to a point designated by the letter "Y"; thence South 44 degrees 41' 16" West a distance of 621.51' to a point designated by the letter "Z", said point "Z" being 30' southwest of and perpendicular to the centerline of the Missouri Pacific Railroad; thence South 35 degrees 04' 55" East a distance of 748.67' to a point designated by the letter "A"; the point of beginning, all as more fully shown, designated an depicted on plan of land made by Glenn E. Miller, L.S., dated June 4 1980, bearing drawing no. 5641, a copy of which is recorded in Book 27-U, Entry No. 209,000 of the conveyance records of St. Mary Parish, Louisiana, with all rights, ways, means, privileges, servitudes and appurtenances thereunto belonging, or in anywise appertaining ("Land").

Based on an August 31, 2009 appraisal, the property should be valued at \$190,000.

(Exhibit A)

III. SETTLEMENT TERMS

NOW, THEREFORE, the parties agree to the release of the two LDEQ liens on the Oaklawn Mill property according to the following terms:

A. The Landowners agree to pay, and the LDEQ agrees to accept, a payment in the amount of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) in settlement of the two liens set forth in this agreement.

1. Payment is to be made in full within One Hundred Eighty (180) days from notice, by certified mail, of the Assistant Secretary's final signature of the settlement agreement.

2. Payment is to be made by check, payable to the Department of Environmental

Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303.

3. Payment shall be accompanied by a completed Settlement Payment Form (Exhibit B).

B. The Landowners agree to transfer ownership of a total of no less than one-half (.5) acre of the Oakland Mill property to the Parish of St. Mary (Donee) through an act of donation for the purpose of providing the community with a primitive Kayak Rest Stop. This Kayak Rest Stop will be accessible by road frontage and will provide the public access to Bayou Teche.

1. The act of donation shall be executed within one hundred eighty (180) days from notice, by certified mail, of the Assistant Secretary's final signature of the settlement agreement.

2. The Landowners shall submit a copy of the executed act of donation to the LDEQ within thirty (30) business days from the date the act of donation is executed.

3. If the Landowners are unable to transfer ownership of the property to the Donee within the time allotted in section III.B.1, a written letter must be submitted to the LDEQ at least 30 days before the 180 day deadline expires, requesting an extension to complete the act of donation.

i. The letter must explain why the act of donation was not completed.

ii. The LDEQ shall submit a response letter to the Landowners within 15 days of receipt of the extension request letter.

1. If granted, the extension shall be approved for a maximum of ninety (90) days. The Landowners shall only be allowed one (1) extension.

2. If the Landowners fail to request an extension the terms of Section IV of this settlement agreement shall apply.

4. If the Donee is unable to accept or declines to accept the Landowners' donation, the Landowners may request to substitute the act of donation with a cash payment to the LDEQ.

- i. The Landowners shall submit a letter requesting they be allowed to substitute the act of donation with a cash payment. The letter must explain why the Donee declined the act of donation.
 - ii. The LDEQ reserves the right to deny a substitution if the Landowners fail to demonstrate that a good faith effort was made by the Landowners to donate the property to the Donee.
 1. If granted, the Landowners shall pay the LDEQ \$4,500.00 for the act of donation not executed.
 - a. The payment shall be made to the LDEQ within 15 days from the LDEQ's acceptance of the substitution.
 2. If the substitution is denied, the terms of Section IV of this settlement agreement shall apply.
 - iii. The LDEQ shall submit a response letter to the Landowners substitution request within 15 days of receipt of the request letter.
- C. The LDEQ agrees to file all necessary documentation in the mortgage records for St. Mary Parish in order to release its liens on the Oakland Mill Property.
1. The release of the LDEQ's lien shall be performed subsequent to Landowners completing the terms outlined in Section III.A and III.B of this settlement agreement.
 2. Upon Landowners' completion of the terms of Section III.A and III.B, Landowners must submit a written request that the liens be released.
 - i. The request must indicate the dates when the terms for each Section were completed.
 - ii. The request must be submitted to the Assistant Secretary for the Office of Environmental Compliance.
 3. Within thirty (30) business days of receipt of the request that the liens be released, the LDEQ shall submit an affidavit in the St. Mary Parish mortgage records discharging its two liens for the Oakland Mill property.

IV. TERMINATION CLAUSE

If the Landowners are unable to fulfill all of the obligations as outlined in Section III.A and Section III.B, this agreement shall be null and void. The LDEQ shall submit a formal

written letter to the Landowners terminating the settlement agreement. If a payment, as required by Section III.A. or III.B.4, was made, the LDEQ shall refund the payment to the Landowners.

V. PUBLIC NOTICE

The Landowners have caused a public notice advertisement to be placed in the official journal of the parish governing authority in St. Mary Parish, Louisiana. The advertisement, in form, wording, and size, approved by the LDEQ, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. The Landowners have submitted an original proof-of-publication affidavit and an original public notice from the official journal of the affected parish to the LDEQ and, as of the date this Settlement is executed on behalf of the LDEQ, more than forty-five (45) days have elapsed since publication of the notices.

VI. PARTIES BOUND

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

BRUCE AND SANDRA SAUCIER

BY: *Bruce Saucier*
BRUCE SAUCIER

BY: *Sandra Saucier*
SANDRA SAUCIER

THUS DONE AND SIGNED in duplicate original before me this 17th day of September, 20 12, at Franklin, LA.

Jacqui J. Verrette
NOTARY PUBLIC (ID # 261848)

Jecia S. Verrette
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

BY: *Cheryl Somnier Nolan*
Cheryl Somnier Nolan, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 17 day of December, 20 12, at Baton Rouge, Louisiana.

Claudette R. R. R.
NOTARY PUBLIC (ID # 88423)
LA BQA Roll # 29408

Claudette R. R. R.
(stamped or printed)

Approved: *Cheryl Somnier Nolan*
Cheryl Somnier Nolan, Assistant Secretary