development will be an expensive and time consuming task, which, if not done properly, may result in abandonment of the property. The property is overgrown with trees, bushes, and vegetation, and it is located in a desirable location about 2 miles from town. The property is located in the Pigeon Rock area of the cement mill (which includes a coal shuttle mill and a coal washing plant), but under the property improvements to the area have been made. The purpose of rezoning the area for commercial and public use is to encourage economic development in the area, and to promote the sale of property the former T&A Cement Mill site for use as a neighborhood park. The following settlement is hereby agreed to between Bruce and Sandra Saucier, the Office of Environmental Quality, the Department of Environmental Quality (LEDQ), and the Louisiana Department of Environmental Quality (LDEQ) under the Environmental Quality Act (LDEQ) and the Louisiana Environmental Quality Act (LEDQ).
A preliminary assessment (June 14, 2000) led to recommendation of the site. Since the EPA decided to conduct a removal action on the site, the LDEQ took over the project. The assessment report documented the quantities of exposures, types, and potential health effects for workers and the public. Risks were assessed using the EPA’s RISK Management Assistance. In 1998, a removal assessment was conducted by the Environmental Protection Agency.

B. Recommendation

The contract was not fulfilled, however, due to actions which interrupted the service required for proper asbestos removal, likely creating conditions such as exposure and asbestos contamination. The site had to be cleaned and removed to prevent further exposure and asbestos contamination. In February of 1994, the facility was cleaned and removed, and in 1996, the property was redeveloped and used for new manufacturing and industrial purposes.

The Odellawn Super Project, which operated the property for one year and then transferred ownership to the state, concluded the property was primarily used for the operation of a nursery. It was then transferred to the Landowners, who began the process of developing the property.

II. SITE HISTORY

The site is located in St. Mary Parish, Louisiana. The property was primarily used for the operation of a nursery. It was then transferred to the Landowners, who began the process of developing the property. The Landowners have been willing to invest in the property to develop it into a viable commercial site.
1. Payment is to be made in full within one hundred eighty (180) days from the amount of one hundred fifty thousand and no/100 dollars.

2. Property is to be payable to the Department of Environmental

Settlement Agreement.

WHEREAS, the undersigned, the patentee of the

above, has agreed to the release of the two LDPs in)

The following terms.

NOW, THEREFORE, the parties agree to the release of the two LDPs in the

Exhibit A)

Based on an abstract of a 200 dot printer, the property should be valued at $190,000.

 Offered to the parties in consideration for the release of the two LDPs in the

Settlement Agreement, the undersigned has agreed to the release of the two LDPs in the

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Settlement Agreement.
Cash payment to the LDDE.

2. If the Landowner fails to request an extension the terms of the Agreement shall apply.

Section 17 of the Agreement shall not apply.

1. If granted, the extension shall be approved for a maximum of 15 days of receipt of the extension request letter.

If the LDDE shall submit a response letter to the Landowner within 15 days of receipt of the extension request letter, the Landowner shall submit a response letter to the LDDE within thirty (30) business days from the date the extension request was not completed.

If the Landowners are unable to transfer ownership of the property to the recipient, the Landowners shall submit a copy of the executed act of donation to the LDDE within thirty (30) days from the date of donation.

The Act of donation shall be executed within one hundred eighty (180) days after the Act of donation is submitted to the LDDE at least forty (40) days before the 180 day deadline expires.

Done within the limits allowed in section III.B.1., a written letter must be submitted to the Landowners within thirty (30) days of receipt of the extension request letter.

1. The Act of donation shall be executed within one hundred eighty (180) days from the date of donation.

3. The key to the shop shall not be accessible to any person, and will provide the key to the shop. The Landowner shall be responsible for maintaining the shop and providing the key to the shop. The key to the shop shall be accessible to the Landowner.

A. The Landowners agree to transfer ownership of a total of no less than one-half (1/2) property.

B. The Landowners agree to transfer ownership of a total of no less than one-half (1/2) property.

C. The Landowners agree to transfer ownership of a total of no less than one-half (1/2) property.

D. The Landowners agree to transfer ownership of a total of no less than one-half (1/2) property.

E. The Landowners agree to transfer ownership of a total of no less than one-half (1/2) property.

Office Box 4303, Baton Rouge, Louisiana, 70821-4303.

Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303.
II. TERMINATION CLAUSE


Landowners must submit a written request for a hearing to the Assistant Secretary for the Office of Environmental Compliance.

1. The request must be submitted to the Assistant Secretary for the Office of Environmental Compliance.

2. Upon Landowners' completion of the terms of Section IIIA and IIIB, agreements.

3. Upon completion of the terms outlined in Section IIIA and IIIB of this agreement.

4. The release of the LDBO's interest shall be performed subsequent to Landowners submission of the necessary documentation in the manner required for such submission within 15 days of receipt of the request letter.

The LDBO shall submit a response letter to the Landowners.

A. 1. If the substitution is consented, the terms of Section 17 of this agreement.

B. 2. If the substitution is consented, the terms of Section 17 of this agreement.

C. If the LDBO agrees to the substitution of the Landowners for the Oregon Public Utility Commission, the Landowners shall be made to the LDBO within 15 days of receipt.

D. 1. If the substitution is consented, the LDBO shall pay the LDBO $9,500.00 per Landowners to convey the property to the Donee.

2. If the substitution is consented, the LDBO reserves the right to deny a substitution if the Landowners fail to demonstrate that the good faith effort was made by the Landowners. The LDBO must notify the Donee of the act of donation with a copy of the agreement. The Landowners must notify the LDBO of any reasonable changes to the agreement.
Each party to the Agreement, in consideration of the mutual covenants made and to be hereinafter performed by the other party, does hereby irrevocably bind itself to the terms and conditions of said Agreement, and to the full performance of all acts, stipulations, terms, covenants and conditions contained therein.

V. PARTIES BOUND

The Landowners have caused a public noticeadvertisement to be placed in the official journal of the parish of St. Mary, Louisiana.

VI. PUBLIC NOTICE

By Section 318-A of P.L. 4, 1974, the LDEQ shall refund the payment to the Landowners within ten (10) days of the date of approval of the settlement agreement.
Approved:

(Stamp or Print)

C.L. Vann
Chief, Office of Enforcement

NOTARY PUBLIC (ID # 68443)

Date:

20 / 12, 2012, in Baton Rouge, Louisiana.

THUS DONE AND SIGNED in duplicate original before me this day of

(Stamp or Print)

Kelli E. Roper
Chief, Office of Enforcement

BY: Kelli E. Roper

Office of Environmental Compliance
Chief, Office of Enforcement

BY:

Reggie M. Hawk, Secretary
ENVIRONMENTAL QUALITY
LOUISIANA DEPARTMENT OF

(Stamp or Print)

Sandra Saucier
BY: Sandra Saucier

BY:

Bruce Saucier

THUS DONE AND SIGNED in duplicate original before me this day of

(Stamp or Print)

NOTARY PUBLIC (ID # 61438)

Date:

20 / 12, 2012, in Baton Rouge, Louisiana.

THUS DONE AND SIGNED in duplicate original before me this day of