

Ronald M. Adams, Clerk of Court, Glynn County

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RE-RECORDING TO ADD A MISSING SIGNATURE - SEE PAGE #7 \*\*\*

After Recording Return to:  
Harbor Lenders Holding Company, LLC  
Morris Anderson  
55 West Monroe Street, Suite 2500  
Chicago, IL 60603

CROSS-REFERENCE:  
County:  
Deed Book:  
Page(s):

### Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (Act). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements as set forth herein. This Environmental Covenant further grants such rights in favor of EPD and Liberty Harbor Georgia, LLC as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Harbor Lenders Georgia, LLC  
c/o MMA LLC  
Attn: Daniel F. Dooley  
55 West Monroe Street, Suite 2350  
Chicago, IL 60603

**Grantee/Holder with the power to enforce:** Harbor Lenders Georgia, LLC  
c/o MMA LLC  
Attn: Daniel F. Dooley  
55 West Monroe Street, Suite 2350  
Chicago, IL 60603

**Grantee/Entity with express power to enforce:** State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

**Persons with Interests other than Fee Simple:** Jered LLC  
60 South Sixth Street  
Suite 3900  
Minneapolis, MN 55402

**Property Subject.**

The Property subject to this Environmental Covenant is an approximately 6.40-acre parcel in the 26th G.M. District, City of Brunswick, Glynn County, Georgia (Middle Tract Central Portion) identified as a part of Tax Parcel 01-00248-as more particularly described by the Legal Description in Exhibit A (the "Property"). The portion of the Property consisting of three separate locations comprising approximately 3.0 acres where the underlying soil exceeds non-residential risk reduction standards and is subject to corrective action is the Restricted Use Zone (RUZ). The location of the RUZ is depicted on the plat map attached as Exhibit B. The Property is in an

industrial area southeast of Brunswick, Georgia with an operational history in the shipyard industry. A tenant (Jared LLC) operates a heavy equipment manufacturing facility at the Property, as reflected in certain Memorandum of Lease dated February 12, 1991, and recorded at Deed Book 39-0, Page 16, Glynn County, Georgia. as amended and restated MEMORANDUM OF CONFIRMATION OF LEASES AND TERMS as of October 1, 2013 (herein the "Confirmation") a Memorandum of which is dated as of October 1, 2013 and recorded at Deed Book 3245, Page 128, Glynn County, Georgia records (herein the "Memorandum of Confirmation"). The Property was last conveyed from Harbor Development, LP to Liberty Harbor Georgia, LLC as recorded in Deed Book 3112, Pages 275-283, Clerk's Office, Glynn Superior Court pursuant to Deed Under Power of Sale dated February 5, 2013.

### **Environmental Covenant Runs with the Land and is Perpetual.**

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Liberty Harbor Georgia, LLC and all successors, assigns and transferees of any interest in the Property or any portion thereof.

### **Administrative Records.**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch, Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, GA 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

### **Activity and Use Limitations.**

Liberty Harbor Georgia, LLC declares that the RUZ is subject to the following activity and/or use limitations:

- A. Real Property. The RUZ shall be used only for non-residential purposes, as defined in Rule 391-3-19-.02(2)(i). Any residential use on the RUZ shall be prohibited, unless EPD has certified a Compliance Status Report demonstrating that the Property complies with applicable standards.
- B. Interference with Remedy. Activities within the RUZ that may interfere with the remedy required by corrective action are prohibited.
- C. Monitoring and Maintenance Plan (MMP). All activities in the RUZ shall be governed by a MMP approved by EPD, and as may be amended from time to time with EPD's written approval. The MMP shall prescribe (i) the manner in which activities, including land

disturbing activities, that can affect the engineering controls are performed; (ii) the monitoring necessary to verify the integrity of the engineering controls and to ensure that the protective properties of the engineering controls are continually maintained; (iii) the reporting necessary to document the condition of the engineering controls; and (iv) the marker or signage necessary to be installed and maintained to identify the RUZ. The official records for the Property, including the current version of the approved MMP, are maintained at the EPD office listed below.

**Other Requirements.** The Property is subject to the following additional requirements:

- A. **Notice of Limitations and Requirements in Future Conveyances.** Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. **Notice to EPD of Future Conveyances.** Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof that may affect the activity and use limitations described herein, a notice shall be sent to EPD and Liberty Harbor Georgia, LLC. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. **Notice of Change of Use.** If a change in use is contemplated that will materially affect the engineering controls, the activity and use limitations described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

#### **Environmental Covenant Does Not Authorize Use Otherwise Prohibited**

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

#### **Rights of Access and Enforcement**

Authorized representatives of EPD and Liberty Harbor Georgia, LLC shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, Liberty Harbor Georgia, LLC and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

#### **No Interest in Real Property in EPD**

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

#### **Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Liberty Harbor Georgia, LLC shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Liberty Harbor Georgia, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

#### **Representations and Warranties by Grantor(s).**

Liberty Harbor Georgia, LLC represents and warrants that all of the following are true and correct except as disclosed on the Disclosures to this Environmental Covenant attached hereto at Exhibit C:

- A. Liberty Harbor Georgia, LLC holds fee simple title to the Property.
- B. Liberty Harbor Georgia, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Liberty Harbor Georgia, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Liberty Harbor Georgia, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Liberty Harbor Georgia, LLC is a party or by which Liberty Harbor Georgia, LLC may be bound.
- D. Liberty Harbor Georgia, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information

regarding all interests other than fee simple in the Property has been provided to EPD.

- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Liberty Harbor Georgia, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

#### **Submission of Required Documents and Communications**

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division  
Branch Chief  
Land Protection Branch, Response and Remediation Program  
2 Martin Luther King Jr. Drive SE  
Suite 1054 East Tower  
Atlanta, GA 30334

With a copy to:

Mr. Daniel Dooley  
Harbor Lenders Holding Company, LLC  
Morris Anderson  
55 West Monroe Street, Suite 2500  
Chicago, IL 60603

#### **EPD's Environmental Covenants Registry**

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

#### **Severability**

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

#### **Effective Date**

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

HARBOR LENDERS GEORGIA, LLC  
BY: HARBOR LENDERS HOLDING  
COMPANY, LLC, Its Manager  
BY: MAA, LLC, Its Manager

(Signature)

Daniel F. Dooley  
By: Daniel F. Dooley

Title: Manager

Signed in the presence of:

Dennis Gilve

Unofficial Witness (signature)

DENNIS GILVE

Unofficial Witness (print name)

State of Illinois  
County of Cook

This instrument was signed or attested before  
me this 6<sup>th</sup> day of December, 2022, by

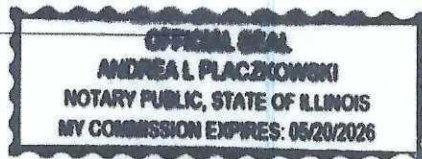
Daniel F. Dooley

Personally Known  
 Produced Identification

Andrea L. Placzowski  
Notary Public (Signature)

My Commission Expires: 05/20/2026

(NOTARY SEAL)



Grantee

HARBOR LENDERS GEORGIA, LLC  
BY: HARBOR LENDERS HOLDING  
COMPANY, LLC, Its Manager  
BY: MAA, LLC, Its Manager  
(Signature)

By: Daniel F. Dooley  
*Daniel F. Dooley*  
Title: Manager

Signed in the presence of:

*[Signature]*  
Unofficial Witness (signature)

Teres a Flores  
Unofficial Witness (print name)

State of Illinois  
County of Cook

This instrument was signed or attested before  
me this 6 day of December 2022, by

Dionne Moore

Personally Known  
 Produced Identification

*Dionne Moore*  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) \_\_\_\_\_



Persons with Interests other than Fee Simple

JERED, LLC, a Delaware limited liability company

(Signature) Michael Echols

By: Michael Echols

Title: President

Signed in the presence of:

Tamara Vega

Unofficial Witness (signature)

Tamara Vega

Unofficial Witness (print name)

State of Minnesota  
County of Hennepin

This instrument was signed or attested before me this 9<sup>th</sup> day of Dec, 2022, by

\_\_\_\_\_

Personally Known  
 Produced Identification

Kimberly Sprinkle  
Notary Public (Signature)

My Commission Expires: January 10, 2023

(NOTARY SEAL)





For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 4<sup>th</sup> day of JANUARY, 2023:

[Signature]  
(Signature)

Richard E. Dunn

Director, Environmental Protection Division  
State of Georgia  
County of Fulton

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

MADUETHA Ferrel  
Unofficial Witness (print name)

This instrument was signed or attested before  
me this 4<sup>th</sup> day of January, 2023, by

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 6/1/2026

(NOTARY SEAL) \_\_\_\_\_



Exhibit A  
Legal Description of Property

MIDDLE TRACT CENTRAL

All that certain tract, lot or parcel of land situate, lying and being in the 26th. G.M. District, City of Brunswick, Glynn County, Georgia, and being more particularly described as follows:

Beginning at a ½" iron pin marking the intersection of the southern right-of-way of Fourth Avenue (having a right-of-way of 300') and the western right-of-way of U.S. Hwy. 17 (having a varying right-of-way); thence proceed southerly along the west right-of-way of U.S. Hwy. 17, S 01°57'55" W, for a distance of 290.82'; thence with a curve turning to the right with an arc length of 1451.23' with a radius of 11309.27' with a chord bearing of S 07°35'46" W with a chord length of 1450.23'; thence with a compound curve turning to the right with an arc length of 190.75' with a radius of 576.21' with a chord bearing of S 07°04'00" E with a chord length of 189.88' to the Point of Beginning; thence with a curve turning to the right with an arc length of 204.36', with a radius of 576.29', with a chord bearing of S 12°34'18" W, with a chord length of 203.29' to the Point of Beginning; S 01°57'53" W a distance of 290.81' to a point; thence with a curve turning to the right with an arc length of 1451.23', with a radius of 11308.71', with a chord bearing of S 07°35'38" W, with a chord length of 1450.24', to a point; thence with a curve turning to the right with an arc length of 190.74', with a radius of 576.14', with a chord bearing of S 07°04'02" E, with a chord length of 189.87', to a point; thence with a curve turning to the right with an arc length of 204.36', with a radius of 576.29', with a chord bearing of S 12°34'38" W, with a chord length of 203.29', to the POINT OF BEGINNING; thence proceed S 23°15'13" W a distance of 6.97' to a point; thence proceed S 23°25'03" W a distance of 182.41' to a point; thence proceed S 23°24'46" W a distance of 100.80' to a point; thence proceed N 66°38'36" W a distance of 482.85' to a point; thence proceed N 23°21'24" E a distance of 62.13' to a point; thence proceed N 66°38'36" W a distance of 525.65' to a point; thence proceed N 66°38'36" W a distance of 125.58' to a point; thence proceed N 23°21'25" E a distance of 213.09' to a point; thence proceed S 66°38'27" E a distance of 651.51' to a point; thence proceed N 23°15'47" E a distance of 15.00' to a point; thence proceed S 66°38'27" E a distance of 482.87' to a point which is the point of beginning;

Containing an area of 6.40 acres +/-.



Exhibit C  
Disclosures

THE FOLLOWING DISCLOSURES ARE MADE WITH REGARD TO THIS COVENANT:

REGARDING THE CLAUSE TITLED "REPRESENTATIONS AND WARRANTIES BY GRANTOR(S)."

- a. The first grammatical paragraph reads as follows: "Liberty Harbor Georgia, LLC represents and warrants that all of the following are true and correct except as disclosed on the Disclosures to this Environmental Covenant attached hereto at Exhibit C: (Emphasis added)."
- b. Paragraph D of this Clause provides as follows: "Liberty Harbor Georgia, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD."
- c. Liberty Harbor with a Title Insurance Company's commitment to insure property as its source of information and in dependence on that source without additional inquiry, has, to the best of its knowledge and belief, identified the persons with and existing interest other than fee simple in the Property with the determined type and status of their interest which would make it necessary make for their agreement to and signature, or on this Environmental Covenant or subordination of the interest have been or will have to be obtained. Those persons are as follows:
  - i. JERED, LLC as Tenant/Lessee under the Jered Lease above described.
  - ii. There is a nonexclusive private ingress and egress right of third-party owners in plated streets in Phase One and Two of the Liberty Harbor Subdivision which traverse the Property. There are 132 such third-party owners according to best count. Giving any kind of notice to these parties, obtaining subordination, or obtaining signatures will be an impossible task. All but a very few are out of state, many no longer pay taxes, and have no current record address. IN THAT THE INGRESS AND EGRESS RIGHTS ARE NONEXCLUSIVE, ACCESS BY EPD AND HARBOR LENDERS GEORGIA, LLC AND THEIR REPRESENTATIVES WILL NOT VIOLATE THESE RIGHTS NOR IMPEDE ACCESS, INGRESS AND EGRESS BY EPD AND HAROR LENDERS GEORGIA, LLC.