

BEFORE THE MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY

ORDER No. 7533 25

In Re: JEFFL, INC.
501 HILLCREST CIRCLE
CLEVELAND, MS 38732

BROWNFIELD AGREEMENT ORDER

Pursuant to the Mississippi Brownfield Voluntary Cleanup and Redevelopment Act ("Act") created in Miss. Code Ann. § 49-35-1, et seq., the Mississippi Commission on Environmental Quality ("MCEQ"), and JeffL, Inc. ("Brownfield Party"), agree as follows:

1. The Brownfield Party has an interest in a tract of land, referred to as the Agricultural Equipment Sales and Service ("Site"), located at 601 Highway 8, Cleveland, Bolivar County, Mississippi. The Site is a Brownfield Property as defined in Miss. Code Ann. § 49-35-1(2). JeffL, Inc., has submitted an application for this Site to participate in the Brownfields Program.
2. The Brownfield Agreement Site is currently the location of multiple businesses, including retail, and previously operated as an agricultural equipment sales and service location. Construction materials in the building have been determined to contain Asbestos Containing Materials ("ACM") in excess of the Environmental Protection Agency 1% ACM threshold; therefore, remediation of the Brownfield Agreement Site is necessary.
3. The staff of the MCEQ has evaluated the Brownfield Agreement and believes that, with the conditions and restrictions contained within the Brownfield Agreement, the Site will be in compliance with all applicable State and Federal laws and standards and will be protective of the public health and the environment once the Brownfield Agreement is completed.
4. The following is a description of all remediation requirements and/or continuing obligations to be conducted for the Brownfield Agreement Site:
 - (a) The Brownfield Party shall complete all required corrective action as described in the MDEQ-approved Proposal for Brownfield Cleanup Plan by July 24, 2027, unless otherwise approved in writing by MDEQ.
 - (b) The Brownfield Party shall implement any additional corrective action necessary to remain in compliance with this Agreed Order or as described in the approved Proposal for Brownfield Cleanup Plan, dated April 15, 2025, and Revision 1 – Proposal for Brownfield Cleanup Plan, dated May 27, 2025, unless otherwise approved in writing by MDEQ.
 - (c) The Brownfield Party shall have a financial mechanism in place to pay for all MDEQ

costs related to ensuring compliance with this Brownfield Agreement Order until the Executive Director issues a “no further action” letter under Miss. Code Ann. § 49-35-15.

- (d) The Brownfield Party shall provide written notice to MDEQ at least thirty (30) days prior to any change in use at the site that increases the probability of exposure to contaminants at the Site for as long as the Brownfield Party has an interest in the Site.
 - (e) The Brownfield Party shall not change the use of the Site or any portion of the Site that increases the probability of exposure to contaminants without written approval from the MDEQ for as long as the Brownfield Party has an interest in the Site.
 - (f) The Brownfield Party shall provide written notice to MDEQ prior to any conveyance of an interest involving the Site or any portion of the Site for as long as the Brownfield Party has an interest in the Site.
 - (g) The Brownfield Party shall provide a copy of this Brownfield Agreement Order for the Site to any party interested in purchasing the Site or any portion of the Site from the Brownfield Party prior to any property transaction involving the Site or any portion of the Site.
 - (h) Within fifteen (15) days after execution of this Brownfield Agreement, the Brownfield Party shall file a certified copy of this Brownfield Agreement and the Notice of Brownfield Agreement in the office of the Chancery Clerk of the County in which the site is located.
 - (i) Within forty-five (45) days after execution of this Agreement, the Brownfield Party shall submit to MDEQ certification signed by the Chancery Clerk of the County in which the site is located that the requirements under paragraph 4(h) of this Agreement have been completed.
5. Until the Executive Director issues a “no further action” letter under Section 49-35-15, approval from the MCEQ shall be required for any sale, conveyance or other change in surface ownership of any portion of the Brownfield Agreement Site owned by the Brownfield Party desiring to make the change in ownership, if the new surface owner will perform any continuing obligations listed in #4 above.
6. The Brownfield Party and the new surface owner jointly shall provide information satisfactory to the MCEQ at such time that the new surface owner has the financial, managerial, and technical resources to complete performance of the Brownfield Agreement obligations to be transferred and that the new surface owner agrees to complete this performance. If the MCEQ determines that the new surface owner has the financial, managerial, and technical resources to complete this performance and has agreed to do so, the MCEQ shall issue an order approving the transfer of those Brownfield Agreement continuing obligations.
7. The schedule for administration of this Agreement by MDEQ is that within thirty (30) days of receiving certification from the Brownfield Party that the provisions of this Brownfield

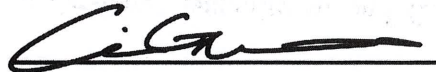
Agreement have been met, MDEQ shall review the certification to determine if all information is sufficient and accurate. MDEQ shall issue a letter noting any deficiencies and/or inaccuracies.

8. This Agreement may be modified by Order of MCEQ in accordance with Rule 2.1.4 of the Final Brownfield Regulations, as amended (part 3, chapter 2).
9. A material failure of a Brownfield Party or the agents or employees of a Brownfield Party to comply with this Agreement constitutes a violation of Miss. Code Ann. § 49-35-13 by the Brownfield Party. If a Brownfield Party violates Miss. Code Ann. § 49-35-13, the MCEQ shall issue an order requiring the Brownfield Party to correct the violation in an appropriate time period established by the Order. If the Brownfield Party fails to comply with an order under Miss. Code Ann. § 49-35-13, the Brownfield Party shall be subject to removal of all liability protection afforded by the Agreement under Miss. Code Ann. § 49-35-15 and shall be subject to civil penalties under Miss. Code Ann. § 49-17-43.
10. Upon execution of this Agreement, the Brownfield Party shall be relieved of liability to all persons other than the United States for: (a) remediation of the Brownfield Agreement Site other than the remediation required by this Agreement; and (b) all costs reasonably related to the remediation other than the remediation and costs required by the Agreement or this Act. It is understood and agreed that this Agreement shall not affect the right of any person to seek relief against any Parties to the Agreement who may have liability with respect to the Brownfield Agreement Site, except as provided in this paragraph.
11. The liability protection provided under paragraph 10 applies to the following persons to the same extent as to a Brownfield Party:
 - (a) Any person under the direction or control of the Brownfield Party who directs or contracts for remediation or redevelopment of the Brownfield Agreement Site;
 - (b) Any current owner and any future owner of the Brownfield Agreement Site;
 - (c) Any person who develops, redevelops or lawfully occupies the Brownfield Agreement Site;
 - (d) Any successor or assign of any person to whom the liability protection provided under this section applies; and
 - (e) Any lender or fiduciary that provided financing for remediation or redevelopment of the Brownfield Agreement Site.
12. The liability protection provided by paragraph 10 shall remain effective, unless the MCEQ removes the liability protection for failure of the Brownfield Party to comply with a Commission Order requiring the Brownfield Party to correct violation(s) of the Brownfield Agreement.
13. The Brownfield Party agrees to state in any deed or other instrument conveying an interest in the brownfield property or in any contract for the purchase of the brownfield property

that the property is brownfield property and subject to a Brownfield Agreement unless the Notice of Brownfield Agreement Site has been canceled.

14. Nothing in the Brownfield Agreement shall be construed to convey or determine any interest in property.
15. Nothing in the Brownfield Agreement shall be construed to be an allocation of costs or an indemnification by the State, MDEQ, and/or MCEQ.
16. Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Section 49-17-31, and that it has made an informed waiver of that right.

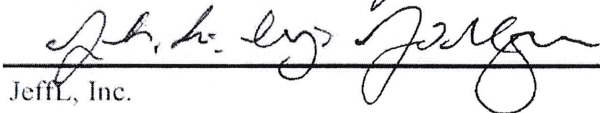
So ORDERED and AGREED, this the 24th day of July, 2025.



Chris Wells
Executive Director
Mississippi Commission on
Environmental Quality

AGREED, this the 30th day of June, 2025.

BY:


JeffL, Inc.

RECEIVED
JUL 02 2025
Dept. of Environmental Quality

STATE OF MISSISSIPPI

COUNTY OF Sunflower

PERSONALLY appeared before me, the undersigned authority in and for the said county/parish and state, on this the 30th day of June, 2025, within my jurisdiction, the within named Jeffrey L. Morgan who acknowledged that he/she is the President of JeffL, Inc., and that in said representative capacity he/she executed the above and foregoing instrument after first having been duly authorized so to do.


NOTARY PUBLIC

September 13, 2027
MY COMMISSION EXPIRES: