

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Norfolk Division**

307 CAMPOSTELLA, LLC,

Plaintiff

v.

Civil Action No: 2:15-cv-224

TIMOTHY S. MULLANE,

SIX M, LLC,

AMERICAN MARINE GROUP, INC.,

AMERICAN MARINE GROUP, LLC,

DOMINION MARINE GROUP, LTD,

MULLANE BROS MARINE TRANSPORTATION, LLC,

AND

AMERICAN MARINE LEASING CORP.

a/k/a AMERICAN MARINE LEASING, INC.,

Defendants.

PERMANENT INJUNCTION ON CONSENT

THIS MATTER COMES before this Court on agreement of Plaintiff 307 Campostella, LLC and Defendants Timothy S. Mullane, Six M, LLC, American Marine Group, Inc., American Marine Group, LLC, Dominion Marine Group, Ltd., Mullane Bros Marine Transportation, LLC, and American Leasing Corp. a/ka/a American Marine Leasing, Inc.

IT APPEARING that agreement has been reached between the parties hereto, as further evidenced by their signatures below;

IT FURTHER APPEARING that Plaintiff and Defendant Six M, LLC own real property adjoining and touching a navigable waterway in Norfolk, Virginia (hereinafter "The Waterway");

IT FURTHER APPEARING that The Waterway is situated on a north/south orientation;

IT FURTHER APPEARING that The Waterway is bounded to the east by shoreline properties at 307 Campostella Road, Norfolk, Virginia, 351 Avory Avenue, Norfolk, Virginia, 411 Avory Avenue, Norfolk, Virginia, and 425 Campostella Road, Norfolk, Virginia;

IT FURTHER APPEARING that, of the four just-mentioned east shoreline properties, Plaintiff owns the real properties at 307 Campostella Road, Norfolk, Virginia, 351 Avory Avenue, Norfolk, Virginia, and 411 Avory Avenue, Norfolk, Virginia;

IT FURTHER APPEARING that, of the four just-mentioned east shoreline properties, Defendant Six M, LLC owns the real property at 425 Campostella Road, Norfolk, Virginia;

IT FURTHER APPEARING that The Waterway is bounded on its western shoreline by Riverside Memorial Park, 1000 Indian River Road, Norfolk and by a property owned and operated by Great Lakes Dredge & Dock Company;

IT FURTHER APPEARING that The Waterway affords vessel access from the above-mentioned real properties to the Eastern Branch of the Elizabeth River;

IT FURTHER APPEARING that Plaintiff has alleged in the Second Amended Complaint filed with the Court that Defendants Timothy S. Mullane, Six M, LLC, American Marine Group, Inc., American Marine Group, LLC, Dominion Marine Group, Ltd., Mullane Bros Marine Transportation, LLC, and American Leasing Corp. a/ka/a American Marine Leasing, Inc. have operated vessels on The Waterway in a manner constituting a temporary nuisance;

IT FURTHER APPEARING that all parties to this action have a shared interest in keeping The Waterway open and navigable for use by the parties and by the public;

IT FURTHER APPEARING that the parties have voluntarily consented to the entry of this Permanent Injunction in furtherance of this purpose;

IT FURTHER APPEARING that this Court has subject matter jurisdiction over this

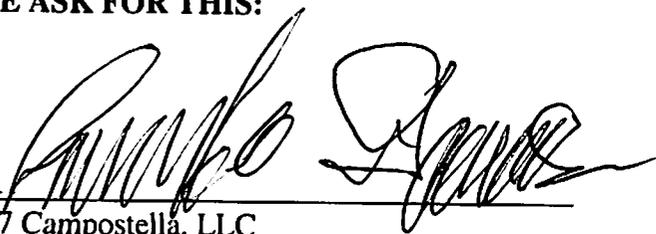
action and personal jurisdiction over the parties, it is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

- i. All parties (and their lessees) shall have a right to transit vessels on The Waterway;
- ii. All parties shall conduct their activities on The Waterway in a manner that causes no more than "a minimal adverse effect on navigation" (as such term is applied by the U.S. Army Corps of Engineers in permits issued pursuant to the Rivers and Harbors Act, 33 U.S. Code §§ 400 et. seq) (all parties shall ensure that their lessees comply with this obligation);
- iii. No party shall moor any vessels in the near shore non-navigable waters at the west shore of The Waterway nor on the land of the west shore (all parties shall ensure that their lessees comply with this obligation);
- iv. The Defendants may moor their vessels and those of their lessees in waters touching and adjoining the property at 425 Campostella Road, Norfolk, Virginia, such waters being those shown in the area shaded in green on the diagram that is attached hereto as Exhibit A (hereinafter "The Defendants' Mooring Area"), provided that no part of the Defendants' vessels and no part of the Defendants' lessees' vessels may extend beyond the boundary of The Defendants' Mooring Area;
- v. The Defendants are **PERMANENTLY ENJOINED AND RESTRAINED** from mooring any vessels in any of the waters in The Waterway other than the waters delineated herein as The Defendants' Mooring Area (the Defendants shall ensure that their lessees comply with this obligation);
- vi. On or before March 15, 2016, Defendant Timothy S. Mullane shall either moor

the ex-USS YRST-2 in The Defendants' Mooring Area or he shall remove the ex-USS YRST-2 from The Waterway (vessel shown in photograph attached hereto as Exhibit B); and,

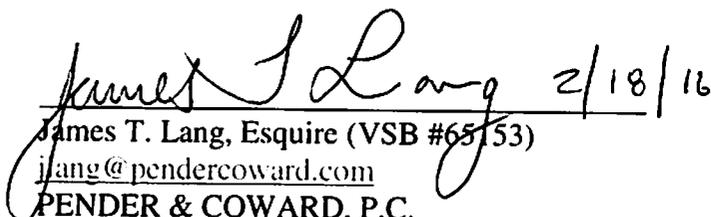
- vii. On or before August 15, 2016, Defendant Timothy S. Mullane shall remove the vessel that is identified as the "Pier/Storage Facility" in the Second Amended Complaint (hereinafter "The Barge") from The Waterway (The Barge is shown in photograph attached hereto as Exhibit B).
- viii. The restriction in romanette (v) of this Order shall not apply to vessels that Defendants moor temporarily to The Barge for the purpose of doing the work necessary to remove The Barge from The Waterway, provided that such vessels are necessary to and are actively employed in the work of removing The Barge. Similarly, the restriction in romanette (v) of this Order shall not apply in the event that Defendants obtain permission from a landowner on the east shoreline of The Waterway or, as respects the west shoreline of The Waterway, the Defendants obtain permission from the landowner of the property on the west shoreline of The Waterway that is presently owned by Great Lakes Dredge & Dock Company, to moor vessels in the waters adjacent to those specific lands.
- ix. Any party who believes that another party is in violation of this Order shall serve a written notice of violation to the party alleged to be in violation. The written notice of violation shall state with particularity the facts giving rise to the alleged violation and shall identify the specific language in the Order that has allegedly been violated. The written notice of violation, if served to one of the Defendants, shall be sent by first-class U.S. Mail, postage prepaid, addressed to 425 Campostella Road, Norfolk, Virginia 23523, with a copy to Patrick M. Brogan,

WE ASK FOR THIS:



307 Campostella, LLC

By: Carmelo Gomez, its Managing Member



James T. Lang, Esquire (VSB #65153)

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PENDER & COWARD, P.C.

222 Central Park Avenue, #400

Virginia Beach, VA 23462

Ph: (757) 490-3000

Fax: (757) 456-2935

Counsel for Plaintiff

SEEN AND AGREED:



Timothy S. Mullane, Individually and in his
Capacity as Officer/Director or Member of
Six M, LLC,
American Marine Group, Inc.,
American Marine Group, LLC,
Dominion Marine Group, Ltd.,
Mullane Bros Marine Transportation, LLC, and
American Marine Leasing Corp., a/k/a American Marine Leasing, Inc.



Patrick Brogan, Esquire (VSB #25568)
Bryan K. Meals, Esquire (VSB #14061)
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Norfolk, VA 23514-3188
*Counsel for Timothy S. Mullane,
Six M, LLC,
American Marine Group, Inc.,
American Marine Group, LLC,
Dominion Marine Group, Ltd.,
Mullane Bros Marine Transportation, LLC,
American Marine Leasing Corp., a/k/a American Marine Leasing, Inc.*

EXHIBIT
Exhibit B
tabbles

Pier/Storage
Facility

Ex USS YRST-2

