

OFFICE OF THE RICHMOND COUNTY CLERK
130 STUYVESANT PLACE
STATEN ISLAND, NY 10301
HON. STEPHEN J. FIALA
COUNTY CLERK



RCC-3041073-391603

026-80015 NY

RECORDING ENDORSEMENT PAGE

THIS ENDORSEMENT PAGE IS PART OF THE INSTRUMENT PRESENTED FOR RECORDING. THE ENDORSEMENT PAGE AND THE DOCUMENT RECORDED WITH IT HAVE BEEN PREPARED BY THE PARTIES TO THE TRANSACTION AND/OR THEIR AGENTS. THEY ARE SOLELY RESPONSIBLE FOR THE CONTENTS THEREOF. ANY QUESTIONS ABOUT THE CONTENTS SHOULD BE ADDRESSED TO THE PARTIES AND/OR THEIR AGENTS. THE PARTIES AND/OR THEIR AGENTS REQUEST THAT THIS DOCUMENT BE INDEXED ACCORDING TO THE INFORMATION THEY ARE PROVIDING ON THIS ENDORSEMENT PAGE.

DOCUMENT SUBMITTED

EASEMENT

SUBMITTED FOR RECORDING BY:

CAROL BRANCA
CHICAGO TITLE INSURANCE COMPAN..
8TH FLOOR
711 THIRD AVENUE
NEW YORK, NY 10017

RECORD AND RETURN TO:

CAROL BRANCA
CHICAGO TITLE INSURANCE COMPAN..
8TH FLOOR
711 THIRD AVENUE
NEW YORK, NY 10017

PROPERTY DATA BLOCKS: 1 LOTS: 1

BLOCK	LOT	BLOCK	LOT	BLOCK	LOT	BLOCK	LOT
185	548						

PARTIES

NAME	COMPANY	PARTY	NAME	COMPANY	PARTY
	MORAN SHIPYARD CORPORATION	GRANTOR		NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL C...	GRANTEE

INDEXING NOTICE

THE OFFICE OF THE RICHMOND COUNTY CLERK WILL RELY UPON THE INFORMATION PROVIDED ON THIS ENDORSEMENT PAGE (INCLUDING THE SPELLING OF PARTIES' NAMES) FOR INDEXING THIS INSTRUMENT.

THIS ENDORSEMENT PAGE WILL CONTROL IN THE EVENT OF A CONFLICT BETWEEN THE ENDORSEMENT PAGE AND OTHER PARTS OF THE DOCUMENT.

PAYMENT DETAILS (NO PERSONAL CHECKS)

RECORDING FEES:	\$57.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYS RETT:	\$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYC RPT:	\$0.00	PAYABLE TO "COMMISSIONER OF FINANCE"
MORTGAGE TAX	\$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"

TOTAL CHECK PAYMENTS TO A PAYEE IN EXCESS OF \$20,000.00 MUST BE CERTIFIED

REVIEWED BY:

HC 5-6-26

SUPERVISOR (IF REQUIRED):

FOR OFFICE USE ONLY:

RECORDED IN RICHMOND COUNTY

FEES PAID

Spill
COUNTY CLERK

LAND DOC# 1008225

Easement
RETT: 6372 \$0.00
RPT: 6372 \$0.00
05/07/2026 10:30:24 AM
Receipt: 8019 Fee: \$57.00
Richmond County Clerk

QCAP	W
Index	
Revenue	m
Returned to Ops	

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

(u) **THIS INDENTURE** made this ^{as of} 13th day of Nov, 2025, between Owner, Moran Shipyard Corporation, having an office at 50 Locust Avenue, New Canaan, County of Fairfield, State of Connecticut (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 2015 Richmond Terrace, Staten Island in the City of New York, County of Richmond and State of New York, known and designated on the tax map of the County Clerk of Richmond as tax map parcel number: Section 5 Block 185 Lot 548, being the same as that property conveyed to Grantor by deed dated May 31, 1968 and recorded in the Richmond County Clerk's Office in Liber and Page 1823/259. The property subject to this Environmental Easement (the "Controlled Property") comprises a portion of Lot 548 of approximately 2.28 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 20, 2025, last revised August 11, 2025, prepared by William Spiezia, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: R2-20210317-27, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Richmond County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 243035
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Moran Shipyard Corporation:

By: [Signature]

Print Name: Jeff Mangan

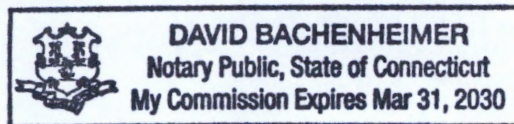
Title: Controller & Asst Secretary Date: 8-26-25

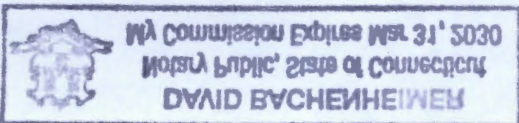
Grantor's Acknowledgment

(C) Connecticut
STATE OF NEW YORK)
) ss:
COUNTY OF Fairfield)

On the 26th day of August, in the year 2025, before me, the undersigned, personally appeared Jeff Mangan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(C) [Signature]
Notary Public - State of New York
Connecticut





My Commission Expires Mar 31, 2030
Notary Public, State of Connecticut
DAVID BASCHENHEIMER

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

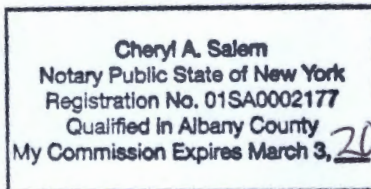
By: Janet Brown / Assistant for
~~Andrew O. Guglielmi~~, Director
 Division of Environmental Remediation
 (db) Janet Brown - 0806 12/11

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
 COUNTY OF ALBANY)

On the 13th day of November in the year 2025 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
 Notary Public - State of New York



My Commission Expires March 3
Qualified in Albany County
Registration No. 01240005133
Notary Public State of New York
Charles A. Salem

SCHEDULE "A" PROPERTY DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Staten Island, County of Richmond, City and State of New York, and bounded and described by the following:
 BEGINNING at the point on the northerly record line of Richmond Terrace (Irregular Record Width), 239.42 feet Survey (241.51 feet Tax Map) easterly of the intersection formed by the said northerly record line of Richmond Terrace and the easterly record of Port Richmond Avenue and running thence from said point of BEGINNING the following several courses;

1. North 30° 34' 02" East a distance of 246.63 feet to a point;
2. THENCE South 58° 38' 03" East a distance of 47.15 feet to a point;
3. THENCE North 29° 29' 57" East a distance of 5.00 feet to a point;
4. THENCE South 60° 30' 03" East a distance of 34.00 feet to a point;
5. THENCE South 30° 41' 26" West a distance of 22.17 feet to a point;
6. THENCE South 59° 03' 18" East a distance of 205.35 feet to a point;
7. THENCE North 26° 49' 30" East a distance of 60.00 feet to a point;
8. THENCE South 85° 13' 47" East a distance of 76.83 feet to a point;
9. THENCE South 6° 17' 26" West a distance of 94.86 feet to a point;
10. THENCE South 46° 58' 26" West a distance of 319.74 feet to a point on the said northerly record line of Richmond Terrace;
11. THENCE along the said northerly record line of Richmond Terrace North 35° 48' 22" West a distance of 16.31 feet to a point;
12. THENCE still along the said northerly record line of Richmond Terrace North 43° 41' 20" West a distance of 218.98 feet to a point;
13. THENCE still along the said northerly record line of Richmond Terrace North 54° 57' 25" West a distance of 74.81 feet to the point or place of BEGINNING.

The above described parcel contains an area of 99,376 square feet or 2.28 acres.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAY BE A VIOLATION OF THE ENVIRONMENTAL CASEMENT ACT, A VIOLATION OF SECTION 241 OF THE NEW YORK STATE SURVEYING LAW, OR A VIOLATION OF THE ENVIRONMENTAL CASEMENT ACT, A VIOLATION OF SECTION 241 OF THE NEW YORK STATE SURVEYING LAW, OR A VIOLATION OF THE ENVIRONMENTAL CASEMENT ACT, A VIOLATION OF SECTION 241 OF THE NEW YORK STATE SURVEYING LAW.

LEGEND

COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO THE BENCHMARK OF STATION 100, AS ESTABLISHED BY THE U.S. COAST & GEODETIC SURVEY SYSTEM.

ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

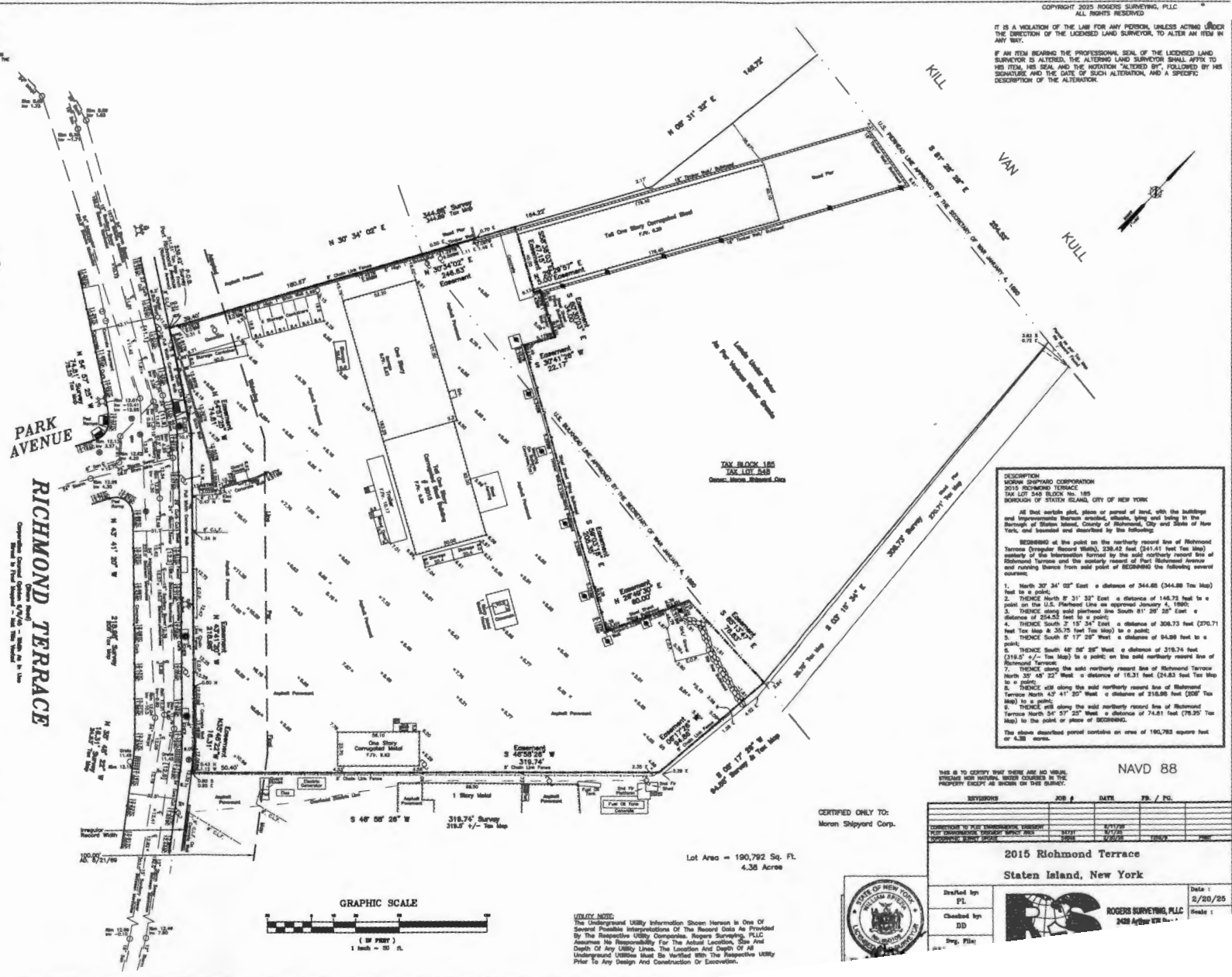
LEGAL GRADE SHOWN THUS: (LX)
EXISTING GRADES SHOWN THUS: (EX)
PROPOSED GRADES SHOWN THUS: (PX)
GROUND ELEVATIONS SHOWN THUS: (X)

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYING MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

DESCRIPTION: ENVIRONMENTAL CASEMENT AREA, 2015 RICHMOND TERRACE, TAX LOT 548, BLOCK 105, BOROUGH OF STATEN ISLAND, CITY OF NEW YORK.

ENVIRONMENTAL CASEMENT AREA

Map of Survey
Port Richmond
February 20, 2025
Tax Lots 548
Tax Block 105
Filed Map Lots
Filed Map Block
Filed Map
Deed Schedule A
Borough of Staten Island
County of Richmond
New York, NY



IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE LICENSED LAND SURVEYOR, TO ALTER ANY ITEM IN ANY WAY.

IF AN ITEM BEARING THE PROFESSIONAL SEAL OF THE LICENSED LAND SURVEYOR IS ALTERED, THE ALTERING LAND SURVEYOR SHALL AFFIX TO HIS ITEM, HIS SEAL AND THE NOTATION "ALTERED BY", FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DESCRIPTION: JORM SHIPYARD CORPORATION, 2015 RICHMOND TERRACE, TAX LOT 548, BLOCK 105, BOROUGH OF STATEN ISLAND, CITY OF NEW YORK.

CERTIFIED ONLY TO:
Moran Shipyards Corp.



REVISIONS	JOB #	DATE	BY / FOR
1	2015 Richmond Terrace	2/20/25	PL
2	2015 Richmond Terrace	2/20/25	DD
3	2015 Richmond Terrace	2/20/25	DD
4	2015 Richmond Terrace	2/20/25	DD
5	2015 Richmond Terrace	2/20/25	DD
6	2015 Richmond Terrace	2/20/25	DD
7	2015 Richmond Terrace	2/20/25	DD
8	2015 Richmond Terrace	2/20/25	DD
9	2015 Richmond Terrace	2/20/25	DD
10	2015 Richmond Terrace	2/20/25	DD

2015 Richmond Terrace
Staten Island, New York



Date: 2/20/25
Drawn by: PL
Checked by: DD
Eng. File: