

STORMWATER OPERATION, MANAGEMENT, AND REPORTING AGREEMENT

THIS AGREEMENT (the "Agreement") is made effective this ___ day of April, 2026, by and between the TOWN OF LANSING, a municipal corporation with offices at 29 Auburn Road, Lansing NY 14882 (the "Town"), and UNITED STORAGE TBR, LLC, a NYS limited liability company with offices at 484 Ridge Road, Lansing NY 14882 (the "Owner").

WITNESSETH THAT, WHEREAS, the Owner has received several site plan approvals and building permits for the construction and maintenance of buildings and improvements in a business park adjacent to Verizon Lane in the Town of Lansing, NY, as located upon TPN 30.-1-16.32 (the "Site"), including but not limited to various approvals for building permits and site plan reviews issued by the Code Enforcement Officer (or his/her designee) and Town Planning Board dated in 2006, 2009, 2012, 2016, and 2017, with the most recent site plan approval being dated September 25, 2023 (Resolution No. PB23-18) (each and all severally and together, the "Approval" or "Approvals," each as the context of use may hereafter so admit or require); and

WHEREAS, such Approvals were granted conditional upon the construction and maintenance of the approved stormwater facilities, submission of an annual stormwater inspection report, and an agreement with the Town regarding the same; so

NOW, THEREFORE, in consideration of the Approvals, as required by the Town Code and state and federal stormwater laws, and in furtherance of the public purposes of providing adequate stormwater retention and maintenance practices, the parties agree as follows:

1. Construction of Facilities. The Owner agrees to construct and install all of the stormwater management facilities, erosion control facilities, and storm drainage facilities (collectively referred to as the "Facilities") shown on the final plans which are part of each Approval, copies of which are on file in the Town of Lansing offices, or which are required under any approved Stormwater Pollution Prevention Plan ("SWPPP"), or which are referenced in or required by any NYS SPDES permit(s). Without limiting the foregoing, the Owner agrees to construct, at its expense, all stormwater ponds and forebays, sand filters, bioretention or treatment areas, and to install, maintain, and improve, as needed, such other Facilities, including but not limited to pipes, mains, drains, outlet and inlet structures, swales, ditches, manholes, and other drainage-related Facilities and structures, whether above or below grade, all of which shall be located substantially as shown in survey map attached hereto as Exhibit "A".. All such Facilities shall be constructed: (i) as shown in such drawings or SWPPPs; (ii) in accord with good engineering practices and applicable New York State standards and specifications; and (iii) to the reasonable satisfaction of the Town and its Stormwater Management Officer ("SMO"). Owner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the Facilities except in accordance with the advance written approval of the Town or pursuant to any applicable requirements for modifications of Approvals. Notwithstanding anything herein, the Facilities shall be limited to the ponds labeled A-F on the Map.

2. Grant of Easements and Rights of Way. The Owner hereby grants, conveys, transfers, and assigns forever to the Town (it's successors and assigns, including any future drainage district formed to manage stormwater or runoff) the following easements and rights-of-way, which shall hereafter run with the land: (i) a permanent easement and rights-of way to permit the Town and the SMO to enter upon, across, over, and under any lands within the Site (as limited below) for the purposes of observing, inspecting, monitoring, maintaining, repairing, replacing, upgrading, or improving the Facilities as and where built (or as hereafter expanded, relocated, or improved), all at such times as may be deemed appropriate, necessary, or desirable, including at all locations upon the Site as are shown in any plans, surveys, Approvals, or SWPPPs: and (ii) a permanent easement and right-of way across and within 10' of all property boundaries of the Site for the purposes of maintaining access to water and sewer lines, utilities, and Facilities, both above and below ground. The following provisions shall also apply to all such easements and rights-of-way:

A. Within the above-referenced easements and rights-of-way, no structures, plantings, or other materials may be placed or permitted to remain which may interfere with the installation and maintenance of water and sewer lines, utilities, and Facilities, or which may change or alter the direction and volume of flow of waters in, or obstruct or retard the flow of water through, the drainage ditches or Facilities at or serving the Site, or that may impair the operation and proper functioning of any Facilities. Notwithstanding the foregoing, the placement of a fence along or within 10' of a property boundary shall not be deemed to violate these restrictions provided that, in each case, the written consent of the Town is received prior to construction or installation (which approval shall not be unreasonably withheld or delayed). When reasonably required for access or for the proper functionality of any Facilities, the approval may be conditioned to ensure the fence does not impair drainage or any Facilities, or that a gate (or similar device) is installed through which persons

and equipment can enter to observe, inspect, monitor, maintain, repair, replace, upgrade, or improve Facilities.

B. In limitation of the foregoing easements and rights-of-way conveyed in respect of subdivision (i) above, such rights are limited to the Facilities as now or hereafter located, and to all lands within 10' thereof in any direction.

C. Except in the case of an emergency, the Town's entry and use of such easement and rights-of-way are conditioned upon the Town providing the Owner at least 48 hours' notice of entry.

D. As to all acts of entry or disturbances undertaken by the Town, the Town shall repair and restore all lands to their original condition and contours to the greatest extent reasonably possible, with re-seeding where necessary. Such restoration shall be at the expense of the Town unless such is undertaken by the Town as a result of any default or non-compliance by Owner with this Agreement or any applicable stormwater requirements, including as defined in a Notice or an Invoice, below.

E. All secondary easements and rights reasonably or necessarily implied by this Agreement shall be presumed to exist when reasonably required to effect the purposes of providing Town access or stormwater control or management, and in all cases the Owner shall have the burden of proving the contrary.

F. All easements and rights-of-way herein conveyed or granted are easements appurtenant that shall forever run with the land; and they shall be and be deemed and construed individually and collectively as material obligations of the Owner, neither subject to expiration, abandonment, nor judicial termination as contemplated by the Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).

G. Exhibits A delineate the general locations of existing Facilities as of the date of this Agreement, but the parties recognize that this Agreement, and the easements, rights-of-way, and other rights conveyed to the Town hereunder shall equally apply to all future Facilities, whether constructed or installed after the date of this Agreement, or arising in relation to the relocation, expansion, or improvement of the Facilities shown in Exhibits A.

3. Maintenance, Repair, and Improvement of Facilities. Owner (and all of owner's licensees, tenants, assigns, and others acting with, upon approval of, or in furtherance of the business or interests of Owner) shall use, operate, maintain, and repair the Facilities to insure that the Facilities continue to function for their intended purpose and as designed. Without limiting the foregoing, Owner agrees to comply with all current and future plans for regular and recurring inspections and maintenance of the Facilities, including such inspections and maintenance as are a part of the Approvals, or required under the Town Code or in any SWPPPs or SPDES permit requirements, including the SWPPPs dated (as revised) upon January 31, 2017 and October __, 2023, each as prepared by Empire Landscape Architects, Fabius, NY, James R. Stephenson, CPESC. In addition, the Owner shall perform such other inspections, maintenance and repair as may be reasonably required by the Town or SMO in order to assure the continued operation of the Facilities as intended and designed, including to insure that all Facilities function in a good and workmanlike manner. Owner may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or the easements and rights-of-way set forth in this Agreement, except in strict accordance with the advance written approval of the Town. Owner shall have strict liability for any direct or indirect costs of restoration, claims, losses and damages, reporting costs or obligations, and fines or penalties imposed by or against the Town, including the costs of any expert's, engineering, or attorneys' fees, incurred by the Town in relation thereto. Owner shall comply with all Town Code stormwater operation, maintenance, and reporting requirements and regulations, each as they now exist or are hereafter updated, amended, or recodified.

4. Annual Inspection Report. The Owner shall submit an annual stormwater inspection report to the Town on or before the first day of September of each year, with the first report to be submitted in 2026. Such reports shall, at a minimum, include the location of the property, Owner's contact information, a summary of completed inspections, the results of such inspections, and a summary of any maintenance activities or corrective actions undertaken. Annual reports shall be signed by the Owner or other legally responsible party and shall attest to the accuracy of the information provided in the report. Failure to submit the annual reports, or the submission of inaccurate reports, shall constitute a condition of non-compliance with the Approvals and a violation of this Agreement, enforceable as such or otherwise as may be allowed under this Agreement, the Town Code, or applicable law.

5. Restrictions upon Building Permits and Future Approvals. No building permit and no future approvals or other town permits, including zoning or special permit approvals and variances) may be issued for any reason for improvements other

than the Facilities until and after it is demonstrated to the reasonable satisfaction of the SMO and the issuing officer or agency that the Facilities have been properly built and completed, are and remain in good working order, are up-to-date in inspection reports, and have not been removed, damaged, neglected, or impaired. Such rule applies to purposeful and accidental damages or impairments of the Facilities, including changes caused by time, nature, storms, erosion, infill, or other natural causes, known or unknown, and regardless of whether foreseeable.

6. Defaults or Failures of Owner and Town Maintenance, Repairs, or Upgrades Facilities. If as result of any such monitoring or inspection, or upon the receipt of any complaint by any person or entity, including pertaining to flooding, erosion, water quality problems, or any failure report, any damage to or deficiencies in any Facilities are discovered or verified to the reasonably satisfaction of the SMO, the Town shall effect compliance or repairs at its own cost, or the Town may notify the Owner in writing and mandate a reasonable period of time to effect needed maintenance, restoration, or repairs (the "Notice"). Upon receipt of any Notice Owner shall: (i) cause any needed stormwater professionals to be hired or consulted; (ii) have all construction, excavation, or related plans reviewed and approved by the SMO, and (iii) effect and complete any maintenance, restoration, or repairs in accordance with such plans as are approved by the SMO and within the time stated in the Notice. Any stormwater reports, diagrams, analyses, or construction drawings used to effect such maintenance, restoration, or repairs shall be promptly delivered to the Town. Once such Notice is delivered, the following additional rules and procedures shall apply:

A. If the Owner desires to contest the Notice, Owner shall submit an appeal to the SMO specifying in detail each basis of any objection or contest to the determination of the Town as to the need for any maintenance, restoration, or repairs. The SMO shall decide upon such appeal within 15 days of its submission. If the appeal is upheld the Notice shall be cancelled (though cancellation or appeals shall not prevent the issuance of additional Notices respecting the same or other matters). If the appeal is denied the Owner may challenge the determination under Article 78 of the CPLR, but only if such petition is filed within 30 days of the earlier of notice to the Owner or Owner's receipt of the determination upon the appeal.

B. If the Owner fails to complete any maintenance, restoration, or repairs to the reasonable satisfaction of the Town and the SMO within the time period as set forth in any such Notice, or within that same time period as measured from the date of the determination upon the appeal or following any ruling upon any Article 78 action, the Town reserves the right (but does not have the obligation) to effect such maintenance, restoration, or repairs at the sole cost and expense of the subject Owner. If the Town so proceeds it shall calculate the cost of such analyses, maintenance, restoration, or repairs, add 20% to such amount to cover mobilization, administrative, and overhead costs, and serve an itemized invoice with the resulting sum thereupon upon the Owner (the "Invoice"). Owner shall either pay such Invoice within 30 days or file a notice of contest respecting the amount so charged.

C. A notice of contest may not challenge the underlying Notice, but only the amount sought to be recovered by the Town. Such notice of contest shall be filed with the Town Clerk, who shall schedule a public hearing before the Town Board within 30 days of receipt of the same. The Town Board shall determine the notice of contest based upon its reasonable evaluation of facts and evidence it deems competent and persuasive as presented at such public hearing. The Town Board may uphold the amount of the Invoice or modify the amount due under the Invoice, but in no event may the Town Board increase the amount of the Invoice. The determination of the Town Board shall be issued within 30 days of the close of the public hearing and may be challenged by the Owner under Article 78 of the CPLR, but only if such petition is filed within 30 days of the earlier of notice of the Town Board's determination to the Owner or Owner's receipt of the determination upon the appeal.

D. Notwithstanding the foregoing processes for serving notices and invoicing, if in whole or in any material part there is an emergency requiring immediate action or the abatement of any threat to the safety of Facilities or any persons or property adjacent to or downstream of any Facilities, the Town and the SMO are authorized to enter upon the property and effect emergency repairs or solutions to any portion of the Facilities, with the cost of such repairs to be reimbursed by the Owner within 30 days of invoicing for the same in the manner described for an Invoice, above.

E. In the event any Owner fails to reimburse the Town as required by this Agreement, then the Town may pursue any available legal remedy, including pursuit of a money judgment, pursuit of a civil or criminal violation of the stormwater laws or Town Code (if applicable), or adding the cost of the Invoice to the tax bill of the Owner by filing with the Tompkins County Department of Assessment a statement of the costs and expenses incurred and interest accruing as aforesaid, together with a statement identifying the property and Owner so that the Tompkins County Department of

Assessment may assess such unpaid costs, expenses, and interest upon such property as a special *ad valorem* levy (administered as a move tax, or levied in any other manner as is permitted by law)) against such property. Such amount shall for all purposes constitute a lien against the property until paid, and such amounts shall be collected and enforced in the same manner, by the same proceedings, at the same time, and under the same penalties as are provided by law for collection and enforcement of real property taxes in the Town of Lansing. The Owner agrees that the assessment of such costs, expenses, and interest shall be effective even if the property would otherwise be exempt from real estate taxation.

F. In any action or proceeding brought hereunder, or in relation to this Agreement generally, the Town shall be entitled to recover its reasonable costs in prosecuting or defending any action, including reasonable attorneys', engineer's, and expert's fees.

G. Any determination, invoice, demand for reimbursement, or tax levy shall be final and non-appealable if not timely challenged by the Owner within the time periods required for writs, appeals, or reviews under Article 78 of the CPLR, including as may be set forth in this Agreement. Further, the exercise of any one right or remedy shall not effect an election of remedies by the Town, nor restrict or limit the concurrent or future exercise of any other right or remedy by the Town, whether sounding in collection, enforcement, or otherwise.

9. Recording. This Agreement shall be recorded in the office of the Tompkins County Clerk and when recorded shall be referenced to all deeds for the Site (TPN 30-1-16.32, Inst. No. 554612-001). The costs of recording and referencing to affected deeds and parcels of land shall be the responsibility of the Owner.

10. Binding Effect and Enforcement. The Owner, its legal representatives, successors and assigns, and any other persons or entities who obtain title to any portion of the properties on which any of the Facilities are located shall be bound by the terms of this Agreement. The Owner shall execute whatever documents are necessary to make this Agreement binding on any persons or entities who obtain title to any portion of the properties on which any of the Facilities are located. Failure to comply with any of the requirements of this Agreement shall, without limiting the remedies otherwise available to the Town, constitute a condition of non-compliance with Approvals, shall be deemed a violation of the Town Code and shall be subject to enforcement thereunder, as well as enforcement under § 382 of the Executive Law and § 268 of the Town Law.

11. Representation as to Authority. Each of the persons executing this Agreement on behalf of the parties warrants and represents that he or she has full authority to execute the same on behalf of his or her principal/party, and that by his or her execution, the principal/party for which he or she is executing this Agreement is fully bound by its terms.

12. Limitation upon Town Liability and Indemnity. The Town shall not be liable or responsible for any injury to persons or damage to property due to the Town's actions, or failures to act, under or pursuant to this Agreement, unless it is proven to a reasonable degree of certainty that such injury or damage was caused by a reckless or intentional wrongful act of the Town. The Owner agrees to indemnify and hold harmless the Town and its employees, agents, subcontractors and consultants for all damages, losses and claims that arise out of the Owner's actions or failures to act under or pursuant to this Agreement, except this indemnification shall not extend to the proportion of damages, losses, or claims caused by a reckless or intentional wrongful act of the Town. Such indemnity shall include the Town's costs of prosecuting or defending any action respecting this Agreement or stormwater enforcement, including reasonable attorneys' fees, engineering costs, expert's fees, and other litigation costs and expenses.

13. Waivers. Where the Town Board finds that due to the special circumstances of a particular case a waiver of certain requirements of this Agreement is justified, a waiver may be granted. In all cases, no waiver shall be granted unless the Town Board finds and records in its minutes that: (1) granting the waiver would be in keeping with the intent and spirit of this Agreement and is in the best interests of the community; (2) there are special circumstances involved in the particular case and denying the waiver would result in undue hardship, provided that such hardship has not been self-imposed; and (3) the waiver is the minimum necessary degree of temporary variation from the requirements of this Agreement, the SWPPP, and the Town Code.

14. Severability and Savings. In the event that any portion of this Agreement is declared invalid by a court or tribunal of competent jurisdiction, the validity of the remaining portions hereof shall not be affected by such declaration, and this Agreement may be enforced by the Town without regard to the proximity to, visibility of, or distance from the Owner's property or the situs of any violation, nuisance, disturbance, or other violation, or any act or omission of non-compliance, and no findings, remedies, or rights of the Town shall be limited by any such geographic relationship. The violation or

threatened violation of, or non-compliance with, this Agreement may be equitably enjoined, and the Owner agrees that the Town need not demonstrate the lack of a legal remedy or post any bond or undertaking whatsoever when seeking equitable relief.

15. Subject Headings. Subject headings are for convenience and do not limit or define the subject matter of the phrases that follow thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

TOWN OF LANSING

By: 
Its: _____

UNITED STORAGE TBR, LLC

By: 
Its: _____

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss.:

On the 27th day of July ^(AW) in the year 2026 before me, the undersigned, personally appeared Bill Duthie
_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) 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.


Notary Public

ASHLEY P. WORKMAN
Notary Public, State of New York
No. 01WO0012974
Qualified in Tompkins County
Commission Expires Aug. 30. 2027

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss.:

On the 28 day of July in the year 2026 before me, the undersigned, personally appeared Ruth Groff
_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) 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.


Notary Public

DEBORAH K. MUNSON
Notary Public, State of New York
No. 01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2027

EXHIBITS A
(Current Facilities)

