

WATERMAIN EASEMENT AND RIGHTS OF WAY

THIS INDENTURE is made the 28th day of July, 2026, by and between UNITED STORAGE TBR, LLC, a New York limited liability company with an address at 431 Auburn Road, Lansing, New York 14882, ("Grantor"), and the TOWN OF LANSING, an incorporated municipal subdivision of the State of New York, having its principal office at 29 Auburn Road, Lansing, NY 14882 ("Grantee").

WITNESSETH that the Grantor, in respect of required and needed municipal permits and approvals within its normal and regular course of its business, all as duly approved by its officers and managers as evidenced by their signature(s) below, offers and dedicates this instrument and the rights it conveys to Grantee; and in consideration good and valuable consideration duly delivered to and received by Grantor, the Grantor does hereby grant and release unto the Grantee, its successors and assigns, the following described rights in and to the following described parcels and gores of lands:

A RIGHT-OF-WAY AND EASEMENT to lay, construct, operate, maintain, alter, repair, remove, replace, and change the size of municipal water mains, service lines, and pipes, and all hydrants, valves, pressure stations, meter pits, curb boxes, and appurtenances and parts necessary or desirable therefor (hereafter the "Facilities"), together with the rights of free ingress and egress in, over, upon, and under the below-described lands, such lands being and denoting the areas of the permanent easements and rights-of-way as located in and upon certain parcels of land situate in the Town of Lansing, County of Tompkins, New York known as 6 Verizon Lane and 8-20 Verizon Lane, being further respectively known as Town of Lansing TPN 30.-1-16.31 and 30.-1-16.32. The rights-of-way and easement herein described are intended to be a minimum of 20' wide and centered over an existing watermain (as more fully described below), with an additional area running in all directions a distance of 10' from any Facilities, such as curb boxes and hydrants (all individually and together, along with all rights of access and egress, the "Easement Area").

The Easement Area is more particularly shown and described upon a survey map entitled "SURVEY MAP AND SUBDIVISION ~ LANDS OF UNITED STORAGE TBR, LLC ~ PART OF MILITARY LOT 84 ~ TOWN OF LANSING COUNTY OF TOMPKINS ~ STATE OF NEW YORK," as drawn by Owasco Land Surveying, Brian Klumpp, L.S., dated April, 2026 (the "Survey Map"); and such Easement Area is further partially described by metes and bounds as follows: 26,

BEGINNING at a found iron pipe in the easterly line of the public highway known as Verizon Lane, which pipe demarks a former devising line between 6 Verizon Lane and 8-20 Verizon lane, and then proceeding S 88°59'00" E a distance of 15.00' to a calculated point, and then proceeding N 01°01'00" E a distance of 18.86' to the true point and place of beginning, and thence proceeding

N 01°01'00" E a distance of 20.02' to a calculated point; and thence proceeding

N 88°46'53" E a distance of 35.47' to a calculated point; and thence proceeding

N 82°11'50" E a distance of 25.47' to a calculated point; and thence proceeding

N 73°28'52" E a distance of 42.86' to a calculated point; and thence proceeding

N 82°16'51" E a distance of 105.43' to a calculated point; and thence proceeding

N 61°15'53" E a distance of 68.41' to a calculated point; and thence proceeding

N 56°46'38" E a distance of 114.21' to a calculated point; and thence proceeding

N 57°13'13" E a distance of 30.00' to a calculated point; and thence proceeding

S 32°46'47" E a distance of 30.00' to a calculated point; and thence proceeding

S 57°13'13" W a distance of 30.00' to a calculated point; and thence proceeding

N 32°46'47" W a distance of 10.00' to a calculated point; and thence proceeding

S 56°46'38" W a distance of 114.84' to a calculated point; and thence proceeding

S 61°15'53" W a distance of 72.91' to a calculated point; and thence proceeding

S 82°16'51" W a distance of 107.60' to a calculated point; and thence proceeding

S 73°28'52" W a distance of 42.85' to a calculated point; and thence proceeding

S 82°11'50" W a distance of 28.14' to a calculated point; and thence proceeding

S 88°46'53" W a distance of 37.40' to a calculated point, being the true point and place of beginning.

SUBJECT TO the encroachment of the northwest corner of the building located at 10 Verizon Lane, Lansing, NY.

BEING the purpose of said easement and right-of way to convey rights to the Town of Lansing for the purposes of maintaining, protecting, and improving such Facilities and benefitting any existing water benefit or improvement district or area.

AND FURTHER WITNESSETH that the Grantor further covenants and agrees as follows:

1. No buildings or structures shall be placed or constructed within the Easement Area (except for driveways, roads, and buildings or structures authorized by permits and approvals issued by Grantee) that will in any way interfere with complete access by the Grantee to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any Facilities. Further, and except for trees or other plants to be installed and maintained on or beneath the surface of the in accordance with permits and approvals issued by Grantee, no trees or other plants will be planted or cultivated that may interfere with access to or the use of the Easement Area by the Grantee.
2. Except to the extent necessary for the construction, use, and maintenance of buildings and other improvements authorized by permits and approvals issued by Grantee, Grantor shall not: (i) engage in, permit, or allow any mining, excavation, construction, or blasting within the Easement Area; or allow, suffer, or permit, by acts or omissions, any actions or conduct that directly or indirectly blocks, obstructs, or interferes with the ingress, egress, and use rights of the Grantee.
3. Grantor may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or these easements and rights-of-way, except in strict accordance with the written approval of the Grantee. All easements and covenants herein are, and shall be and be deemed and construed individually and collectively as, material obligations of the Grantor neither subject to expiration, abandonment, nor judicial termination as contemplated by Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).
4. Recitations of rights, duties, responsibilities, or obligations herein shall not be construed in any manner as to limit any secondary or implied easement rights arising naturally from these easements and rights-of-way, and nothing in this document waives, relinquishes, or limits any secondary rights as are now, or as may hereafter become, necessary to fulfill the purposes of these easements, including but not limited to the maintenance of public infrastructure. All secondary easements and rights reasonably or necessarily implied by this instrument shall be presumed to exist when reasonably required to give effect to the purposes of this instrument, and any party or third party seeking to oppose or limit the same shall have the burden of proving the contrary.
5. The easement and rights-of-way herein granted run in favor of the Grantee and its employees, officers, contractors, and agents, and these rights and this instrument are fully assignable by the Grantee to any successor or assign, including any existing or future improvement district(s), without prejudice or recourse by Grantor. Further, to the extent any public or private streets or highways exist upon, adjacent to, or in proximity to the Easement Area, it shall be presumed that the Grantee shall have an unfettered and indefeasible right to enter upon and use such roadways pursuant to and in furtherance of the purposes of these easements and rights-of-way.

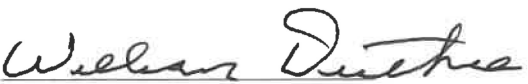
TO HAVE AND TO HOLD said rights-of-way and easements unto the Grantee, to run with the land forever

SUBJECT TO the obligation of Grantee, all times when it enters the Easement Area for any purpose related to this instrument, to leave the Easement Area and surrounding lands in a neat and presentable condition, returning the same and the grade thereof as nearly as practicable to its pre-entry condition, including re-seeding where required.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument as of the day and year set forth above.

IN PRESENCE OF:

United Storage TBR, LLC

By 
William Duthie, Manager

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

On the 28th day of July in the year 2026, before me, the undersigned, personally appeared **William 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