

STORMWATER OPERATION, MANAGEMENT, AND REPORTING AGREEMENT

THIS AGREEMENT (the “Agreement”) is made effective this 1st day of August, 2026, by and between the **TOWN OF LANSING**, a municipal corporation with offices at 29 Auburn Road, Lansing, New York 14882 (the “Town”), and each of the following:

LUCENTE HOLDINGS, INC., a New York corporation with offices at 381 Hagadorn Hill Rd, Spencer, New York 14883 (an “Owner”); and

VILLAGE SOLARS, LLC, a New York limited liability company with offices at 381 Hagadorn Hill Rd, Spencer, New York 14883 (an “Owner”); and

Each Owner is herein referred to collectively and severally as an “Owner” and the easements and rights-of-way and all other obligations, together with the Town’s rights of inspection, enforcement, and collection (including by instituting a levy of any amounts due as reflected below) apply to each owner in respect of the parcels of land and improvements they own of record per deeds filed at the Tompkins County Clerk’s Office and per site plan and other approvals filed with the Town; and it being further the intent of the Town and each Owner that an Owner is only liable or responsible for the land and improvements it owns or has obtained approvals upon from the Town, with such responsibility to run forever with the land to all successors and assigns, unless a superseding stormwater agreement or instrument is duly approved, executed, and filed by the Town; so now therefore

WITNESSETH THAT, WHEREAS, the Owner has received several site plan approvals and building permits for the construction and maintenance of buildings and improvements within the Village Circle-Village Solars Planned Development Area known as Phases 5, 6, and 7 (such approvals and permits being herein the “Approvals”), also known as PDA #1 in the Town of Lansing, codified as § 270-67 in the Town Code of the Town of Lansing (the “PDA”), which PDA encompasses improved and unimproved lands of Owner; and

WHEREAS, the Approvals required the adoption of mandatory stormwater management reviews and facilities per Town Code Chapter 225 addressing Stormwater and Illicit Discharges; and some Approvals were made subject to stormwater requirements and controls, which are undertaken and managed by Owner and overseen by the Town through Stormwater Pollution Prevention Plans (each, a “SWPPP,” and each on file with the Town) and stormwater operation, management, and reporting agreements (a “SOMRA”); so now

THEREFORE, in consideration of the Approvals, as required by the Town, 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 offices, or which are required under any approved 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 the drawings and surveys for Approvals for Phases 5 through 7 and in any SWPPPs for each such Phase and each such Approvals. 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.

For the purposes of clarity, each Owner is responsible for the stormwater facilities upon its own lands and the related practices and improvements required by any Approvals or SWPPPs; and no Owner is necessarily responsible for construction, compliance, maintenance, repair, or reporting upon practices not upon their lands unless: (i) referenced in their Approvals or SWPPPs; or (ii) required under this instrument. For the further purposes of clarity all Facilities shall be and remain the responsibility of the Owner regardless of whether located on private or public property, including (but not

limited to) when within or adjacent to any public highway. Some, but not all, of such facilities that are upon public lands or withing public highways are further illustrated in Exhibit B. In all cases where any Facilities are on public lands or upon or adjacent to any public highways, the Owner shall be required to obtain highway work and other construction permits, from the authority that has permitting jurisdiction over such highways, including in accordance with Chapter 230 and other provisions of the Town code.

2. Grant of Easements and Rights of Way. The Owner hereby grants, conveys, transfers, and assigns forever to the Town (its 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 (as duly limited below) any lands within the PDA, any land known as 119 Village Circle (together, the "Site"), and all parcels and lands described in Exhibit A (attached) 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 limit and apply to all such easements and rights-of-way:

A. Within the above-referenced easements and rights-of-way areas, 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.

B. In limitation of the foregoing easements and rights-of-way conveyed in respect of this instrument are limited to the minimum area reasonably needed to access, inspect, and maintain or repair any Facilities, and 10' on either side of the centerline of any ditches, culverts, pipes, and like linear facilities, and 10' surrounding any other Facilities duly extended in all directions, shall be deemed a minimum reasonable distance for the Town's purposes under this instrument. Where there are lots or parcels with no stormwater Facilities, there is no presumptive right to enter to do anything other than inspect stormwater flows.

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 entry and action are 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, each as defined and described 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 the Town with access or the ability to inspect or undertake stormwater controls 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. Exhibit A delineates the land affected by this instrument, but it is understood and agreed by Owner that the terms hereof equally apply to all prior Approvals and Facilities, any future Facilities, and Facilities benefitting the buildings and improvements covered by the Approvals, whether or not on the lands identified as Exhibit A, and further including any existing or other stormwater practices which the Facilities utilize or make any hydraulic, stormwater management, or other connections to for the purposes of managing stormwater, erosion, sedimentation, or drainage generally.

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 ensure that the Facilities continue to function for their intended purpose and as designed. Without limiting the foregoing, Owner agrees 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. In addition, Owner shall perform such other inspections, maintenance and repair as may be reasonably required by the Town or its SMO in order to assure the continued operation of the Facilities as intended and designed, including to ensure 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 as apply to their respective lands and parcels, each as they now exist or are hereafter updated, amended, or recodified.

4. Annual Inspection Report. For all lots or lands at the Site subject to stormwater reporting, the Owner shall submit an annual stormwater inspection report to the Town on or before the first day of September of each year. 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 permits and no future approvals or other Town permits or certificates (including, but not limited to, zoning or special permit approvals and variances and certificates of compliance or occupancy) 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's Maintenance, Repairs, or Upgrades to or of 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 reasonable 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 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 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 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. 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 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 other applicable provisions of New York State 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.

VILLAGE SOLARS, LLC

LUCENTE HOLDINGS, INC.

By: _____
Stephen P. Lucente, President
and Authorized Manager

By: _____
Stephen P. Lucente, President
and Authorized Manager

TOWN OF LANSING

By: _____
Ruth Groff, Town Supervisor

Notary Page Follows

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

On the ____ day of _____ 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

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

On the __ day of _____ in the year 2026 before me, the undersigned, personally appeared STEPHEN P. LUCENTE 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

EXHIBIT A

Land Descriptions

The following lands identified by Tax Parcel Numbers and addresses as follows for each of the following Phases of PDA #1 are the subject of this instrument:

PHASE 5: 1073 Warren Road, TPN 39.-1-51.5
117 Village Circle, TPN 39.-1-51.8

PHASE 6: 2 Village Circle, TPN 39.-1-51.2
22 Village Place, TPN 39.-1-51.3

PHASE 7: 21 Village Circle, TPN 39.-1-38.112
(aka Phases 23 Village Circle, TPN 39.-1-38.111
7A, and 7BC) 28 Village Circle, TPN 39.-1-38.13
88 Village Circle, TPN 39.-1-38.81
96 Village Circle, TPN 39.-1-38.82

This instrument applies to each and all of the above-referenced parcels and lands and for convenience these parcels are more particularly described by metes and bounds below. In the event of any typographical or mapping error, or any conflict between the Approvals and the following land descriptions, such shall be resolved by ensuring that the requirements of this instrument apply fully to all lands listed above and the areas of land affected shall not be reduced or affected in any manner by a land description that may not fully follow all known or platted property lines.

1073 Warren Road, current TPN 39.-1-51.5: BEING ALL THAT TRACT OR PARCEL OF LAND situate in Military Lot 93 in the Town of Lansing, County of Tompkins, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Warren Road, which point is located southerly 217± feet from the intersection of Warren Road with the protracted South Street Line of Village Circle;

THENCE RUNNING and continuing along the southerly line of lands owned by Village Solars Apartments, LLC (2015-10945) on a curve to the right with a radius of 467.68 feet and an arc length of 154.43 feet to a point, said course having a chord bearing of North 80 degrees 34 minutes 06 seconds East, a chord distance of 153.73 feet;

THENCE RUNNING along the southerly line of said lands of Village Solars Apartments, LLC (2015-10945) on a curve to the left with a radius of 613.85 feet and an arc length of 236.33 feet to a point marked by a set 5/8 rebar and survey cap, said course having a chord bearing of North 81 degrees 27 minutes 08 seconds East, a chord distance of 234.87 feet;

THENCE RUNNING South 05 degrees 21 minutes 39 seconds West a distance of 37.36 feet to a point marked by a set spike;

THENCE RUNNING North 85 degrees 30 minutes 53 seconds West a distance of 73.60 feet to a point marked by a set 5/8" rebar and survey cap;

THENCE RUNNING South 04 degrees 15 minutes 41 seconds West a distance of 73.73 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 82 degrees 22 minutes 05 seconds West a distance of 61.03 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 61 degrees 01 minutes 51 seconds West a distance of 143.69 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 02 degrees 09 minutes 53 seconds East a distance of 40.57 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 87 degrees 43 minutes 42 seconds West, passing thorough a iron pin at 86.13 feet, and continuing along the same course for a total distance of 110.69 feet to a point in the centerline of Warren Road;

THENCE RUNNING North 02 degrees 11 minutes 13 seconds West, along the centerline of Warren Road, a distance of 167.56 to the point and place of beginning.

117 Village Circle, current TPN 39.-1-51.8: BEING ALL THAT TRACT OR PARCEL OF LAND situate in Military Lot 93 in the Town of Lansing, County of Tompkins, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Warren Road marking the southeast corner of other lands owned by Village Solars, LLC (Tax Map 39.1-51.10);

THENCE RUNNING North 87 degrees 32 minutes 03 seconds East, along the southerly line of other lands owned by Village Solars, LLC (Tax Map #39.-1-39.10), passing through a point marked by 5/8" rebar and survey cap at 30.00 feet, and continuing along the same course for a total distance of 251.10 feet to a point marked by a set spike;

THENCE RUNNING South 48 degrees 00 minutes 46 seconds East, a distance of 23.47 feet to a point marked by a set spike;

THENCE RUNNING South 06 degrees 41 minutes 43 seconds West a distance of 141.41 feet to a point marked by an iron pin found in the northerly right of way line of Village Circle;

THENCE RUNNING South 85 degrees 01 minutes 33 seconds West, along the northerly right of way line of Village Circle, passing through a set 5/8" rebar and survey cap at 216.67 feet, and continuing along the same course for a total distance of 246.67 feet to a point in the centerline of Warren Road;

THENCE RUNNING North 02 degrees 05 minutes 18 seconds West, along the centerline of Warren Road, a distance of 166.84 feet to the point or place of beginning.

2 Village Circle, current TPN 39.-1-51.2: BEGINNING at a point in the centerline of Warren Road which point is 1665.62 feet, more or less, southerly from its intersection with the centerline of Farrell Road, thence continuing southerly along said centerline of Warren Road South 13 degrees 54 minutes 12 seconds West a distance of 157.75 feet to a point;

THENCE running along the northerly street line of Village Circle South a bearing South 75 degrees 15 minutes 26 seconds East a distance of 158.13 feet to a found pin;

THENCE continuing along the northerly street line of Village Circle South a bearing South 39 degrees 41 minutes 54 seconds East a distance of 40.71 feet to a pin set;

THENCE running North 14 degrees 34 minutes 20 seconds East a distance of 75.22 feet to a nail set;

THENCE running North 75 degrees 16 minutes 26 seconds West a distance of 74.22 feet to a nail set;

THENCE running North 11 degrees 35 minutes 26 seconds East a distance of 107.21 feet to a pin set;

THENCE running North 75 degrees 37 minutes 57 seconds West, passing through a found pin 88.9 feet along such course, and continuing for a total distance of 113.3 feet to a point in the centerline of Warren Road, to the point or place of beginning.

22 Village Place, current TPN 39.-1-51.3: BEGINNING at a point in the centerline of Warren Road which point is 1665.62 feet, more or less, southerly from its intersection with the centerline of Farrell Road, said point also being the northwest corner of Parcel 1 above, thence running South 75 degrees 37 seconds 57 minutes East, passing through iron pins at 24.4 and 113.3 feet, and continuing along the same course for a total distance of 592.86 to a pin found at the westerly line of Village Place, which is the true point or place of beginning:

THENCE running South 14 degrees 34 minutes 20 seconds West, along the westerly street line of Village Place, a distance of 233.18 feet to a pin set;

THENCE running along the northerly street line of Village Circle South North 75 degrees 37 minutes 57 seconds West a distance of 178.00 feet to a found pin;

THENCE running North 14 degrees 34 seconds 20 seconds East a distance of 83.04 feet to a nail set;

THENCE running North 81 degrees 48 minutes 02 seconds East a distance of 64.28 feet to a pin set;

THENCE running North 57 degrees 53 minutes 43 seconds East a distance of 53.96 feet to a pin set;

THENCE running North 86 degrees 44 seconds 19 minutes East a distance of 17.52 feet to a pin set;

THENCE running North 53 degrees 14 minutes 14 seconds East a distance of 104.08 feet to the point or place of beginning.

21 Village Circle, current TPN 39.-1-38.112, and 23 Village Circle, current TPN 39.-1-38.111: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point in the southeast street corner of Village Circle, thence running in a southerly direction along the street line of Village Circle a distance of 342.00 feet, more or less, to a point marked by a found iron pin marking the northwesterly corner of premises reputedly of Lucente Homes, LLC (Instrument #2015-07460);

THENCE running South 02 degrees 18 minutes 07 seconds East, a distance of 249.54 feet to a point marked by a found iron pin;

THENCE running South 87 Degrees 39 minutes 35 seconds West, a distance of 309.82 feet to a point marked by a found iron pin;

THENCE running North 02 degrees 20 minutes 03 seconds West, a distance of 249.67 feet to a point marked by a found iron pin in the street line of Village Circle;

THENCE running North 87 degrees 41 minutes 00 seconds East along the street line of Village Circle, a distance of 309.96 feet to the point or balance of beginning, containing 0.89 acres of land, more or less.

REFERENCE IS made to a survey map entitled, 'Proposed Subdivision - Lands of Lucente Holdings, Inc., Town of Lansing, County of Tompkins, State of New York,' dated November 1, 2022, made by Brian M. Klumpp, LLS #050380, Owasco Land Surveying, a copy of which map is attached hereto and made a part hereof, and is intended to be recorded concurrently herewith.

28 Village Circle, current TPN 39.-1-38.13: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point where the northerly line of Village Circle (South) intersects the easterly line of Village Place, as shown upon a survey map entitled "SURVEY MAP - LANDS OF LUCENTE HOLDINGS, INC., TOWN OF LANSING COUNTY OF TOMPKINS, STATE OF NEW YORK, TAX MAP NO. 39.-1-38.13, REFERENCE DEED: L.743/P.12" dated December 4, 2023, as drawn by Owasco Land Surveying, Brian M. Klumpp, LLS (#050380), such point being marked by an iron pin marking the southwesterly corner of premises of Lucente Holdings, Inc. (743/12); and

THENCE running North 02 degrees 02 minutes 50 seconds West, a distance of 255.03 feet along the easterly street line of said Village Place to a point marked by a found iron pin, being the northwesterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 87 Degrees 42 minutes 43 seconds East, a distance of 200.17 feet to a point marked by a found iron pin, being the northeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 02 degrees 03 minutes 07 seconds East, a distance of 255.15 feet to a point marked by a found iron pin in the northerly street line of Village Circle, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 87 degrees 44 minutes 47 seconds West along the northerly street line of said Village Circle, a distance of 200.19 feet to the point or place of beginning, containing 1.17 acres of land, more or less.

80 Village Circle, TPN 39.-1-38.83: BEING ALL THAT TRACT OR PARCEL OF LAND beginning at a point in the westerly street line of Village Circle at the northeasterly corner of lands of Lucente Homes LLC (2016-07460); and

THENCE running N 75° 37' 57" W, passing through an iron pin at 200' and continuing a total distance of 277.21' to a set 5/8" rebar and survey cap;

THENCE running N 14° 51' 14" E a distance of 144.43' to a set 5/8" rebar and survey cap;

THENCE running S 75° 37' 57" E a distance of 276.50' to a set 5/8" rebar and survey cap in the westerly line of said Village Circle;

THENCE running S 14° 22' 03" W a distance of 144.42' along said westerly street line to the point and place of beginning, containing in all 0.92 acres, more or less.

88 Village Circle, current TPN 39.-1-38.81: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Village Circle (North) at a corner where it turns approximately ninety degrees to the south, said point being shown upon a survey map entitled "SURVEY MAP - LANDS OF LUCENTE HOLDINGS, INC., TOWN OF LANSING - COUNTY OF TOMPKINS, STATE OF NEW YORK, TAX MAP NOS. 39.-1-38.8 AND 39.1-38.16, REFERENCE DEEDS: L.895/P.150 AND L.811/P.283" dated December 4, 2023, as drawn by Owasco Land Surveying, Brian M. Klumpp, LLS (#050380) (the "Survey Map"), such point being marked by an iron pin marking the northeasterly corner of premises of Lucente Holdings, Inc. (811/283); and

THENCE running North 75 degrees 37 minutes 57 seconds West, a distance of 200.00 feet along the southerly street line of said Village Circle to a point marked by a found iron pin, being the northwesterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 14 Degrees 34 minutes 20 seconds West, a distance of 259.65 feet to a point marked by a found iron pin, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 75 degrees 37 minutes 57 seconds East, a distance of 200.00 feet to a point marked by a found iron pin in the westerly street line of said Village Circle, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 14 degrees 34 minutes 20 seconds East along the westerly street line of said Village Circle, a distance of 259.65 feet to the point or place of beginning, containing 1.19 acres of land, more or less.

96 Village Circle, current TPN 39.-1-38.82: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point where the southerly line of Village Circle (North) intersects the easterly line of Village Place, as shown upon a survey map entitled "SURVEY MAP - LANDS OF LUCENTE HOLDINGS, INC., TOWN OF LANSING COUNTY OF TOMPKINS, STATE OF NEW YORK, TAX MAP NOS. 39.-1-38.8 AND 39.1-38.16, REFERENCE DEEDS: L.895/P.150 AND L.811/ P.283" dated December 4, 2023, as drawn by Owasco Land Surveying, Brian M. Klumpp, LLS (#050380) (the "Survey Map"), such point being marked by an iron pin marking the northwesterly corner of premises of Lucente Holdings, Inc. (895/150); and

THENCE running South 75 degrees 37 minutes 57 seconds East, a distance of 200.00 feet along the southerly street line of said Village Circle to a point marked by a found iron pin, being the northeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 14 Degrees 34 minutes 20 seconds West, a distance of 259.65 feet to a point marked by a found iron pin, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 75 degrees 37 minutes 57 seconds West, a distance of 200.00 feet to a point marked by a found iron pin in the easterly street line of said Village Place, being the southwesterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 14 degrees 34 minutes 20 seconds East along the easterly street line of said Village Place, a distance of 259.65 feet to the point or place of beginning, containing 1.19 acres of land, more or less. The above-described premises are conveyed SUBECT TO the easements and rights of way of record as the

same may affect the premises, including the rights of the public to the use of adjacent streets.

BEING the same premises conveyed to the Grantor by Deed from Peter F. Lucente, *et al.*, dated January 8, 2001, and recorded in the Tompkins County Clerk's Office on January 9, 2001 in Liber 895 of Deeds at page 150.

Partial listing of stormwater practices maintained by Owner on or across public lands or highways

