

**LEGAL NOTICE**  
**City of Oneida**

SUMMARY OF LEASE AND EASEMENTS by and between the City of Oneida, New York (“Owner”), and Twin Lantern Solar Partners, LLC, a New York limited liability company, and its successors and assigns (“Project Company”).

Owner and Project Company propose to enter into a certain Lease Agreement, whereby Owner shall lease to Project Company certain real property in the City of Oneida, Madison County, New York, composed of approximately 7.468 acres, described as TA# 37 – 1 – 62.24, Inst # 2015-2088, Lot 4 (filed Map No. 4579) (“Leased Premises”), and grant to Project Company access, interconnection, and solar easement rights (collectively, “Easements”).

In consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. **Planned Use.** Owner and Project Company intend to lease the Leased Premises for solar energy purposes. Project Company has the exclusive right to use the Leased Premises for solar energy generation purposes, to install, construct, commission, operate, maintain, and remove solar electricity generation facilities, including interconnection facilities (collectively, the “Solar Facility”), and related purposes, including due diligence, investigation, vegetation management, landscaping, access, construction, commissioning, maintenance, communications, security, repair, replacement, and removal, together with certain rights with respect to the Owner Retained Properties pursuant to the Easements.

2. **Lease Term.** The “Term” of Lease Agreement includes the “Development and Construction Period” and the “Operating Term,” which shall commence on the date when the Solar Facility installed on the Leased Premises achieves Commercial Operation, and up to one (1) “Renewal Term” of five (5) years, subject to early termination in accordance with the Lease Agreement.

3. **Easements.**

(a) **Access Easement.** Owner grants to Project Company, for the Term an “Access Easement” over, across and on the Owner Retained Properties for ingress to and egress, including utility interconnection, to and from the Leased Premises or the Solar Facility, including the right to install, improve, and maintain access roads, driveways, and lanes.

(b) **Interconnection Easements.** Owner grants to Project Company an “Interconnection Easement” for the installation, improvement, maintenance, and removal of interconnection facilities relating to the Project Company’s Solar Facility on, over and across the Owner Retained Properties, on such portions of the Owner Retained Properties.

(c) **Solar Easement.** Owner grants to Project Company an exclusive easement on, over and across the Owner Retained Properties for the open and unobstructed access to the sun to any Solar Facility and to ensure adequate exposure of such Solar Facility to the sun.

Susan Pulverenti  
City Clerk