

The Property Owner's Battery Storage Lease Guide

A step-by-step reference for negotiating site rights, reviewing key clauses, and preparing a non-binding term sheet with qualified local counsel.

USE THIS GUIDE TO	THIS GUIDE IS NOT
Prepare for an LOI Compare commercial terms Identify lease issues Brief your advisers Record open decisions	A lease or lease offer Legal, tax, insurance, engineering, or financial advice A promise that a site or project will qualify

Important: Use qualified local legal, tax, insurance, engineering, and financial advisers. State law, title, lender requirements, utility rules, zoning, fire-code review, taxes, and insurance vary by property and project. No template can replace site-specific documents.

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OmniLink evaluates opportunities nationwide, with an initial focus on New York. Submission of a property is an opportunity for review, not a project approval, lease offer, or guarantee.

How to use this guide

A battery storage lease combines a real-estate transaction with a long-lived energy project. Good documents align the site rights, economics, approvals, operating duties, financing, and end-of-term plan.

Four principles

- Negotiate the whole deal. Rent cannot be evaluated separately from access, duration, extensions, taxes, assignment, liability, and restoration.
- Define milestones. Distinguish lease signing, site access, construction start, commissioning, commercial operation, and rent commencement.
- Separate owner outcomes. Property lease income is not the same as lower utility bills or backup power. Savings require an appropriate behind-the-meter design and energy data; resilience requires dedicated equipment and controls.
- Put responsibilities in the final agreements. Monitoring, shutdown, maintenance, emergency coordination, insurance, taxes, and restoration depend on the selected system and negotiated arrangements.

The proposed OmniLink sequence

1	Initial opportunity review
2	Diligence and energy-data review when needed
3	LOI and site inspection
4	Site qualification decision
5	Custom lease negotiation
6	Permits and utility interconnection
7	Construction and commissioning
8	Commercial operation and rent

Rent begins only after the agreed site approval, lease, permits, utility interconnection, construction, commissioning, and commercial-operation conditions are satisfied, as precisely defined in the final lease.

A disciplined negotiation sequence

Commercial terms, physical rights, and risk allocation should develop together.

01 Confirm authority and constraints

Identify every owner, ground lessor, lender, tenant, easement holder, or condominium party whose consent may be required. Gather title, survey, current leases, loan documents, and known restrictions.

Owner checkpoint: Who must approve? Could an existing agreement block access, construction, financing, or operation?

02 Define the review period and LOI

Describe the proposed area, investigation rights, confidentiality, exclusivity, cost responsibility, and a clear expiration date. State which provisions are binding and which are only a basis for a lease.

Owner checkpoint: Avoid open-ended exclusivity. Tie it to activity, milestones, and understandable extension rights.

03 Complete site and grid diligence

Review title, access, environmental conditions, zoning, fire-code requirements, utility capacity, interconnection cost, constructability, and economics. Utility bills and interval data belong in later diligence when relevant.

Owner checkpoint: Set notice, testing, insurance, confidentiality, damage-repair, and restoration rules.

04 Negotiate commercial terms together

Compare the option period, operating term, extensions, rent commencement, increases, additional payments, reimbursements, taxes, and security over the full possible term.

Owner checkpoint: Document lease income, bill savings, and backup power separately; none should be implied.

A disciplined negotiation sequence

Commercial terms, physical rights, and risk allocation should develop together.

05 Map the site rights precisely

Identify the leased area, access roads, utility routes, staging, setbacks, parking impacts, roof rights, crane paths, and temporary construction areas on exhibits.

Owner checkpoint: Reserve continued owner use outside the express grant while maintaining safe project access.

06 Allocate project responsibilities

Assign permits, interconnection, equipment, construction, monitoring, shutdown, maintenance, emergency coordination, insurance, taxes, damage, liens, and compliance.

Owner checkpoint: Responsibility should follow control; do not rely on summaries or verbal assurances.

07 Set approval and rent milestones

Define each milestone, outside date, extension condition, payment, and termination right before commercial operation.

Owner checkpoint: Decide whether option or milestone payments apply and what happens after delays.

08 Plan for transfer and end of term

Address assignment, financing, lender protections, casualty, condemnation, default, removal, restoration, abandoned equipment, and decommissioning security before signing.

Owner checkpoint: Require a workable removal deadline, restoration standard, and remedy if equipment remains.

What the definitive lease should address

Issue-spotting guidance only. Qualified local counsel should draft and negotiate the actual language.

Property rights

CLAUSE	OWNER REVIEW POINT
Premises and exhibits	Attach a survey-quality description of permanent and temporary areas; avoid a broad grant over the whole property.
Access and utilities	Define routes, hours, notice, emergency access, gates, security, shared roads, utility easements, and maintenance.
Owner retained use	Protect operations, tenants, parking, future development, signage, and access outside the granted area.
Relocation	Say whether relocation can be requested, when feasible, the approval standard, and who pays.

Time and money

CLAUSE	OWNER REVIEW POINT
Development period	Set diligence and option deadlines, extension conditions, payments, and termination rights if progress stops.
Operating term	List the initial term, every extension, notice deadlines, and maximum possible duration.
Rent	Specify amount, frequency, escalation, late payment, partial periods, commencement, and other payments.
Taxes and expenses	Allocate tax increases, personal-property taxes, assessments, utilities, recording costs, and review expenses.

Development and operation

CLAUSE	OWNER REVIEW POINT
Approvals	Assign permits, zoning, utility interconnection, code review, fees, appeals, and bounded cooperation duties.
Construction	Require plans, notice, work hours, contractor controls, lien protection, security, repairs, and as-built records.
Operations and safety	Tie monitoring, maintenance, shutdown, emergency coordination, incident notice, and training to the selected system and operating plan.
Compliance	Require design for applicable laws, codes, permits, and authority approval; no future site is pre-approved.

What the definitive lease should address

Issue-spotting guidance only. Qualified local counsel should draft and negotiate the actual language.

Risk and exit

CLAUSE	OWNER REVIEW POINT
Insurance	Review policies, limits, additional-insured status, waivers, cancellation notice, and evidence of coverage.
Indemnity and liability	Connect indemnity to acts, omissions, breach, and control; review exclusions and caps.
Default and remedies	Define notice, cure periods, emergency action, rent remedies, termination, and post-default access.
Removal and restoration	Set deadlines, standards, treatment of foundations and utilities, financial assurance, and abandoned-property remedies.

Financing and administration

CLAUSE	OWNER REVIEW POINT
Assignment and financing	Control transfers while allowing legitimate financing; require notice and a responsible successor bound by the lease.
Lender provisions	Coordinate consent, non-disturbance, cure rights, leasehold financing, and priority with owner counsel and lender.
Casualty and condemnation	Allocate proceeds, rent effects, restoration decisions, partial takings, and termination rights.
Disputes and notices	Specify governing law, venue or process, addresses, fees, confidentiality, and any recorded lease memorandum.

Questions to resolve before signing

Use these prompts to organize discussions with OmniLink and your advisers. Record the answer and the controlling section or exhibit of the definitive lease.

01 What exact property area is permanent, temporary, exclusive, and non-exclusive?

Answer / document reference: _____

02 What activity must occur during diligence, and when does exclusivity expire?

Answer / document reference: _____

03 Which events start the lease term, construction access, and rent?

Answer / document reference: _____

04 What payments apply before commercial operation, if any?

Answer / document reference: _____

05 What is the full initial and extended term, and who controls extensions?

Answer / document reference: _____

06 How do access rights affect tenants, parking, deliveries, future development, and emergencies?

Answer / document reference: _____

07 Who pays project-caused taxes, owner review costs, damage, shared-road maintenance, and utility work?

Answer / document reference: _____

08 What monitoring, shutdown, maintenance, incident reporting, and emergency duties apply to the actual system?

Answer / document reference: _____

09 What insurance evidence, limits, cancellation notice, indemnities, and liability limits apply?

Answer / document reference: _____

10 Can the lease or project be assigned, financed, or transferred without consent? Who remains liable?

Answer / document reference: _____

11 What happens after permit denial, interconnection delay, casualty, condemnation, or prolonged non-operation?

Answer / document reference: _____

12 Who removes the equipment, by when, to what restoration standard, and with what security?

Answer / document reference: _____

Non-binding owner reference term sheet

Discussion worksheet only. Do not sign or use this as the definitive lease. Complete it with qualified advisers.

TERM	DISCUSSION POINT / BRACKETED FIELD
Parties	Owner: [legal name/entity] Proposed tenant/developer: [legal name/entity]
Property	[Address, tax parcel, legal description, existing uses, known restrictions]
Proposed premises	[Approximate area], subject to final survey and mutually approved exhibits
Permitted use	Agreed energy project development, construction, interconnection, operation, maintenance, replacement, and removal
Diligence / option	[Length]; start event []; extensions []; payment []; outside date []
Diligence access	Notice []; hours []; testing limits []; insurance []; confidentiality and restoration []
Lease commencement	[Defined event]; distinguish signing, construction access, commercial operation, and rent commencement
Operating term	[Years] from [event], plus [number] extensions of [years], exercisable on [terms]
Rent	Development payment []; base rent []; frequency []; escalator []; other payment []
Rent commencement	After agreed site approval, lease, permits, interconnection, construction, commissioning, and commercial-operation conditions, as defined in the lease

05 // TERM SHEET 2 OF 2

Non-binding owner reference term sheet

Discussion worksheet only. Do not sign or use this as the definitive lease. Complete it with qualified advisers.

TERM	DISCUSSION POINT / BRACKETED FIELD
Access / easements	Locations, width, hours, notice, security, utilities, shared maintenance, emergency and temporary rights
Owner retained rights	All uses not unreasonably interfering with the project, including [operations / tenants / parking / future development]
Approvals / costs	Developer responsibility for agreed applications, approvals, interconnection, construction, operation, and removal; bounded owner cooperation and reimbursable costs []
Owner outcomes	Lease income is separate from savings and backup power. Separate savings/resilience exhibit: [none / describe].
Taxes	Project personal-property tax []; incremental real-property tax []; contest/payment procedure []
Insurance / indemnity	Coverage, limits, insureds, evidence, scope, exclusions, and liability allocation approved by advisers
Assignment / financing	Permitted transfers []; consent []; notice []; successor assumption []; lender protections []
Removal / restoration	Remove within [days]; standard []; foundations/utilities []; security []; abandoned-property remedy []
Confidentiality / exclusivity	Information []; area/duration []; milestones []; owner termination []
Status	Non-binding except provisions expressly labeled binding; no lease obligation until definitive documents are signed

Suggested LOI statement: "Except for sections expressly identified as binding, this term sheet is for discussion purposes only, does not create an obligation to lease or develop the property, and is subject to negotiation, adviser review, and execution of definitive agreements."

Build the right review team

The project and property should be reviewed as one transaction. Give each adviser the same current draft, site exhibits, and open-issues list.

Real-estate and energy counsel	Lease structure, title, easements, lender consent, land-use approvals, liability, remedies, and state law.
Tax adviser	Federal, state, and local treatment; property-tax effects; entity and payment structure.
Insurance adviser	Project-specific coverage, limits, exclusions, additional-insured status, and claims coordination.
Technical adviser	Site plans, access, equipment, utility interfaces, fire-code submissions, operations, and removal scope.

Document-control checklist

- Current lease draft and marked comparison
- Legal description and current title/survey
- Site, access, utility, staging, and restoration exhibits
- Project schedule and defined milestone list
- Responsibility matrix for approvals, construction, operation, safety, insurance, taxes, and removal
- Written list of unresolved points and the party responsible for each

Final reminder

The project is not approved merely because a property is submitted or an LOI is signed. Project design, economics, utility interconnection, permits, authority approval, financing, and definitive agreements must align before construction. Rent and all owner protections should be stated in the signed lease and exhibits.

Notes

Questions about the proposed OmniLink model: info@omnilinkenergy.com

This guide is general educational information. It is not legal, tax, insurance, engineering, or financial advice and does not create an offer, commitment, fiduciary duty, or attorney-client relationship.