



AcreStrong

Landowner Guide to Renewable Energy Leases

About This Guide

This guide was developed by AcreStrong to provide landowners with an introductory overview of leasing land for solar and other renewable energy projects. It is designed to raise awareness, help landowners ask the right questions, and promote sound decision-making before entering into long-term energy lease agreements.

The push toward renewable energy is only getting stronger. Across the country, wind and solar projects are growing fast, and that growth will continue in the coming decades.

Most of this development will take place on rural land. While some projects are encouraged by government policy, the actual projects are usually private, commercial ventures. Developers don't own the land—they need to negotiate with landowners for the rights to build.

Typically, a developer will ask a landowner to sign a lease or easement agreement. These agreements give the developer rights such as:

- studying the land to see if it's suitable for a project,
- building and installing wind turbines or solar panels, along with roads, transmission lines, and other equipment,
- limiting what the landowner can do on their land if it would interfere with the project,
- and allowing side effects like glare, noise, shadows, or flicker.

In short, the developer wants the right to build and run a wind or solar farm on private land. For wind projects especially, which can stretch across thousands of acres and involve dozens or hundreds of turbines, developers usually need many neighbors to sign

agreements. These agreements are recorded with the county, much like a mortgage, and they can bind the land for decades.

If you are approached with a lease or easement for a renewable project, it's critical to review it carefully—and ideally, to have an attorney look it over. These contracts are long, technical, and written to protect the developer first. Below are key areas to pay close attention to:

Length of the Agreement

These contracts aren't short-term. They often last decades and can impact the land for generations. Agreements usually have a development period (3–7 years) where the developer finalizes plans, secures permits, and builds. If they can't pull the project together, they may walk away. Make sure the development period has a clear end date—no open-ended timelines or unlimited extensions.

Once construction is done, the operations phase begins, typically for 20–30 years. Many contracts allow extensions, which means a project could stretch 50 years or more. Some even restart the clock if equipment is replaced—something landowners should push back on. After operations end, most agreements give the developer a year or two to remove equipment and restore the land. Make sure you're compensated during that time.

How Much Land Is Covered

Developers often want rights over far more land than they'll actually use. For example, you might lease 200 acres, but only one turbine ends up on your property—or none at all. Try to limit the agreement to specific portions of your land, especially around your home or other key areas.

Landowner Use of Remaining Property

Even if only part of your land is used, the rest may face restrictions. Agreements might limit building structures, planting trees, or other activities near turbines or panels. Be clear about what you can and can't do on the rest of your property.

Crop Damage

Construction almost always damages crops. Agreements should require reimbursement for crop loss and spell out how damages are measured and valued. Tenants (not just landowners) should also be covered, since over the life of a project land may be rented out.

Compensation

Payments can be complicated. Developers may offer:

- upfront bonuses,
- per-acre payments during development,
- annual payments once the project is operating,
- extra payments for turbines, panels, or utility lines on your property,
- and milestone payments as the project progresses.

Because it's hard to know upfront whether you'll get a turbine or just transmission lines, it's also hard to know the real value of the deal. Look for inflation adjustments and consider negotiating a "most-favored nation" clause, which guarantees you get equal or better terms if a neighbor negotiates a higher rate later.

Mortgages and Assignments

Developers will likely require your current lender to sign paperwork protecting the project if you have a mortgage. For future mortgages or property sales, you should retain freedom to act without needing developer approval. On their side, developers often want the ability to sell or transfer the project without your say. That's usually acceptable, as long as the new owner has to follow the same contract terms.

Summary

Signing a wind or solar lease is a big decision. Payments may be significant, but so are the long-term impacts on your land. These agreements can tie up property for generations and limit how it can be used. Developers write contracts to favor themselves—it's up to landowners to push for fair terms before signing.

Learn More at [AcreStrong.com](https://www.AcreStrong.com)

Protect your land. Secure your future.

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