



Contrasting Wind and Solar Leases

Kristyn Dunn
KH Law LLC



Kristyn@khlegalgroup.com

1

Meet Kristyn

Kristyn is based out of Chicago, Illinois and is a partner at KH Law LLC, where her practice focuses on advising renewable developers on a wide variety of legal issues related to wind, solar, and storage projects. Prior to joining KH Law, Kristyn was Assistant General Counsel at Invenergy LLC where she managed the company's legal matters related to real estate and provided legal support to renewable energy developments, including, due diligence and acquisition of land rights; and both financing and refinancing of various renewable energy projects.

Kristyn currently resides in the suburbs of Chicago with her husband and two sons. The Dunn family has recently embarked on a challenge to spend 1000 hours outside in 2021!



2

SOLAR LEASE VS. WIND LEASE

What's the difference?

Necessary Rights for
Construction and Operation

Mineral Estate

Restoration Requirements

Compensation



3

Necessary Rights for Construction and Operation

- Land Rights
- Restrictions of Owner's Use



4

Land Rights

Each project will establish site control through a lease, easement or other real property interest (the “Site Control Document”). The Site Control Document must include the right to install, operate, maintain, and replace the wind or solar facilities.



5

Solar Project Sample Language:

This Agreement is solely and exclusively for solar energy purposes (as such term is broadly defined, including ancillary rights related thereto and necessary for the development and operation of Solar Facilities (as defined below)), and not for any other purpose, and Grantee shall have the exclusive right to develop and use the Property for solar energy purposes and to derive all profits therefrom, including but not limited to the following activities (collectively, “**Site Activities**”):

Converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted;

Determining the feasibility of ***solar energy conversion*** and other power generation on the Property or on adjacent lands, including studies of solar energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following only for the benefit of the Project or Projects (as defined below) (i) solar energy collection and electrical generating equipment of any kind (including, without limitation, any such equipment utilizing ***photovoltaic and/or solar thermal technology*** (collectively, “**Solar Generating Equipment**”); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads; (iv) meteorological measurement equipment; (v) control buildings, operations and maintenance facilities and buildings; and (vi) installing, operating, maintaining, repairing and replacing any other improvements, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Solar Generating Equipment, collectively “**Solar Facilities**”).



6

Find the full text of this and thousands of other resources from leading experts in dozens of legal practice areas in the [UT Law CLE eLibrary \(utcle.org/elibrary\)](https://utcle.org/elibrary)

Title search: Wind vs. Solar Lease

Also available as part of the eCourse

[2021 Renewable Energy Law eConference](#)

First appeared as part of the conference materials for the
16th Annual Renewable Energy Law Institute session

"Wind vs. Solar Lease"