

SOLAR LAND LEASE

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This Solar Land Lease (this "**Lease**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDOWNER LEGAL NAME], of [LANDOWNER ADDRESS] ("**Landowner**" or "**Lessor**"); and

[DEVELOPER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [DEVELOPER ADDRESS] ("**Developer**" or "**Lessee**").

Landowner and Developer are each a "**Party**" and together the "**Parties**."

Recitals. Landowner owns land suitable for solar energy development. Developer develops, finances, constructs, and operates solar energy facilities and wishes to lease the land to site a solar project. Landowner wishes to lease the land to Developer for that purpose in exchange for the rents and benefits described below. The Parties intend that Developer have the long-term, exclusive rights necessary to develop and operate a solar facility, and that Landowner be compensated and the land restored at the end of the term. In consideration of the mutual promises below, the Parties agree as follows.

1. Leased Premises and Grant

1.1 Premises. Landowner leases to Developer the land described as [LEGAL DESCRIPTION OR ACREAGE, COUNTY, STATE], consisting of approximately [NUMBER] acres (the "**Premises**"), as shown in **Exhibit A**, together with the easements described in Section 2.

1.2 Grant and exclusive use. Landowner grants Developer the exclusive right to use the Premises to develop, construct, install, operate, maintain, repair, replace, and remove a solar energy facility, including photovoltaic panels, inverters, transformers, racking, substations, collection and transmission lines, roads, fencing, meteorological and monitoring equipment, energy storage, and related improvements (collectively, the "**Solar Facility**").

1.3 Solar resource rights. Landowner grants Developer the exclusive right to the unobstructed use of, access to, and capture of solar resources over the Premises, and agrees not to construct or permit anything on the Premises or on adjacent land owned or controlled by Landowner that would shade or obstruct the Solar Facility.

1.4 Reserved rights. Landowner reserves the right to use the Premises for existing agricultural or other purposes only to the extent such use does not interfere with Developer's rights and only in areas not occupied by the Solar Facility, subject to Developer's reasonable consent.

2. Easements and Access

2.1 Access easement. Landowner grants Developer a non-exclusive easement over Landowner's adjacent land for ingress, egress, and access to and from the Premises along the routes shown in **Exhibit A** or as the Parties

reasonably agree.

2.2 Transmission and utility easements. Landowner grants Developer easements to install and maintain electrical collection lines, transmission lines, interconnection facilities, communication lines, and related infrastructure over, under, and across Landowner's adjacent land as reasonably necessary to connect the Solar Facility to the grid.

2.3 Effect of easements. The easements granted under this Section run with the land, benefit the Solar Facility, and survive for the Term and any period reasonably required for decommissioning, subject to Section 9.

3. Term

3.1 Development period. The "Development Period" begins on the Effective Date and continues for [NUMBER, e.g. 3] years, during which Developer may study and develop the Premises. Developer may extend the Development Period by [NUMBER] additional period(s) of [NUMBER] year(s) on written notice.

3.2 Operations period. The "Operations Period" begins on the date Developer declares commercial operation or begins construction (the "Operations Date") and continues for [NUMBER, e.g. 25] years.

3.3 Renewal. Developer may extend the Operations Period for [NUMBER] additional period(s) of [NUMBER] year(s) each on written notice given at least [NUMBER] days before the then-current period ends, on the same terms with rent escalated as provided in Section 4.

3.4 Term. The Development Period and the Operations Period, together with any extensions and the decommissioning period, are the "Term."

4. Rent and Payments

4.1 Development Period payments. During the Development Period, Developer will pay Landowner [AMOUNT] per acre per year (or [AMOUNT] per year), payable [annually in advance / as stated in Exhibit B].

4.2 Operations Period rent. During the Operations Period, Developer will pay Landowner rent of [AMOUNT per acre per year / a percentage of gross revenue / a fixed annual amount], payable [annually in advance], escalating by [e.g. 2%] each year or as stated in Exhibit B.

4.3 Construction payment. Developer will pay Landowner a one-time construction payment of [AMOUNT] on commencement of construction to compensate for disturbance, as stated in Exhibit B.

4.4 Late payment. Amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, after written notice and a [NUMBER]-day cure period.

4.5 Taxes. Landowner will pay real property taxes on the land as if unimproved. Developer will pay any increase in property taxes, special assessments, and any new taxes attributable to the Solar Facility and its improvements.

5. Construction, Operation, and Maintenance

5.1 Permits and standards. Developer will obtain all permits and approvals required for the Solar Facility at its expense and will design, construct, and operate the Solar Facility in compliance with applicable laws, codes, and prudent industry standards.

5.2 Liens. Developer will keep the Premises free of mechanic's and other liens arising from its work and will promptly discharge or bond any such lien.

5.3 Maintenance and weed control. Developer will maintain the Solar Facility and the Premises in good condition, including reasonable vegetation, weed, and erosion control within the fenced project area, and will

repair damage to roads, fences, drainage, and improvements caused by its operations.

5.4 Drainage and soil. Developer will use reasonable measures to preserve drainage patterns, control stormwater, and avoid unnecessary soil compaction and erosion, and will repair tile and drainage systems it damages.

6. Ownership of Facility and Environmental Credits

6.1 Ownership of Solar Facility. The Solar Facility and all equipment Developer installs are and remain Developer's personal property, do not become fixtures, and may be removed by Developer. Landowner waives any statutory or common-law lien on the Solar Facility to the extent permitted by law.

6.2 Energy and credits. Developer owns all electricity generated by the Solar Facility and all environmental attributes, renewable energy credits, capacity rights, tax credits, and incentives associated with the Solar Facility.

6.3 Financing. Landowner acknowledges that Developer may mortgage or assign its leasehold and the Solar Facility to a lender. Landowner will provide customary lender protections, including notice and cure rights, as reasonably requested and as further described in **Exhibit C**.

7. Insurance, Indemnity, and Liability

7.1 Insurance. Developer will maintain commercial general liability insurance of at least **[AMOUNT]**, property insurance on the Solar Facility, and any other coverage required by law, naming Landowner as an additional insured and providing certificates on request.

7.2 Indemnity by Developer. Developer will indemnify, defend, and hold Landowner harmless from claims, losses, and expenses, including environmental liabilities, arising from the Solar Facility or Developer's activities on the Premises, except to the extent caused by Landowner's negligence or willful misconduct.

7.3 Environmental. Developer is responsible for hazardous materials it brings onto or releases on the Premises and for compliance with environmental laws relating to its operations. Landowner is responsible for pre-existing contamination not caused by Developer.

8. Default and Remedies

8.1 Developer default. Developer is in default if it fails to pay an undisputed amount within **[NUMBER]** days after written notice, or materially breaches and fails to cure within **[NUMBER]** days after written notice (or, for breaches not curable in that time, fails to begin and diligently pursue a cure).

8.2 Landowner default. Landowner is in default if it materially breaches, including interfering with Developer's rights or solar access, and fails to cure within **[NUMBER]** days after written notice.

8.3 Remedies. On an uncured default, the non-defaulting Party may pursue any remedy available at law or in equity, including damages and, for Developer, specific performance to protect its rights and investment. Any lender will receive notice and an opportunity to cure before termination as provided in Exhibit C.

9. Decommissioning and Surrender

9.1 Decommissioning. On expiration or termination, Developer will, within **[NUMBER]** months, remove the above-ground Solar Facility and restore the Premises substantially to its pre-construction condition, including removing foundations to a depth required by **Exhibit A** and re-grading and reseeded disturbed areas.

9.2 Decommissioning security. Developer will provide financial assurance for decommissioning in the form of **[a bond / letter of credit / escrow]** in the amount and on the schedule stated in **Exhibit B** or as required by

applicable law or permit.

9.3 **Surrender.** On completion of decommissioning, Developer will surrender the Premises, and the Parties will record a release of this Lease and the easements.

10. General Provisions

10.1 **Memorandum of lease.** The Parties will execute and record a memorandum of this Lease, in lieu of recording the full Lease, to give notice of Developer's rights.

10.2 **Assignment.** Developer may assign this Lease, in whole or in part, to an affiliate, a successor, or a financing party, or grant subleases, without Landowner's consent, on written notice. Landowner may assign its interest subject to this Lease.

10.3 **Governing law and venue.** This Lease is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Lease, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Lease may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDOWNER

DEVELOPER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [TITLE]

Date: _____

Date: _____

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