

# WIND ENERGY LEASE

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Wind Energy 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 with wind resources suitable for wind energy development. Developer develops, finances, constructs, and operates wind energy facilities and wishes to lease the land and acquire wind rights to develop a wind project. Landowner wishes to grant those rights in exchange for the rents and benefits described below. The Parties intend that Developer have the long-term rights necessary to assess wind resources, construct and operate wind turbines and related facilities, 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 of Wind Rights

**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**.

**1.2 Grant of wind rights.** Landowner grants Developer the exclusive right to use the Premises and the wind resources over the Premises to assess, develop, construct, install, operate, maintain, repair, replace, and remove a wind energy facility, including wind turbines, foundations, towers, transformers, substations, collection and transmission lines, access roads, meteorological towers, monitoring equipment, energy storage, and related improvements (collectively, the "**Wind Facility**").

**1.3 Wind nonobstruction.** Landowner grants Developer the exclusive right to the free and unobstructed flow of wind over the Premises and agrees not to construct, plant, or permit anything on the Premises or on adjacent land owned or controlled by Landowner that would impair the wind flow or interfere with the operation of the Wind Facility, including turbine wake, beyond agreed setbacks.

**1.4 Effects easements.** Landowner grants Developer easements for the audio, visual, view, light, flicker, shadow, noise, vibration, electromagnetic, air turbulence, wake, and other effects that may result from the Wind Facility, acknowledging these are inherent in wind energy operations.

**1.5 Reserved rights.** Landowner reserves the right to use the Premises for agricultural and other existing purposes only to the extent such use does not interfere with the Wind Facility and outside areas occupied by turbines, roads, and infrastructure, subject to Developer's reasonable setback requirements.

## 2. Easements and Access

**2.1 Access easement.** Landowner grants Developer a non-exclusive easement over Landowner's adjacent land for ingress and egress 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 and transmission lines, interconnection facilities, communication lines, and related infrastructure over, under, and across Landowner's adjacent land as reasonably necessary to connect the Wind Facility to the grid.

**2.3 Run with the land.** The easements granted under this Section benefit the Wind Facility, run with the land, 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. 5]** years, during which Developer may conduct wind studies, place meteorological towers, and pursue permitting and financing. 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 begins construction or declares commercial operation (the "Operations Date") and continues for **[NUMBER, e.g. 30]** 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 the greater of (a) a minimum annual payment of **[AMOUNT]**, and (b) **[a percentage, e.g. [PERCENT] %]** of gross revenue from the Wind Facility attributable to the Premises, or as otherwise stated in **Exhibit B**, escalating as provided there.

**4.3 Per-turbine and installation payments.** Developer will pay Landowner **[AMOUNT]** per turbine located on the Premises and a one-time installation payment of **[AMOUNT]** per turbine on commencement of construction, 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 Wind Facility and its improvements.

## 5. Construction, Operation, and Land Use

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

requirements, and prudent industry standards.

**5.2 Minimizing land impact.** Developer will use reasonable efforts to locate turbines, roads, and infrastructure to minimize interference with Landowner's continued agricultural use of the unoccupied portions of the Premises and will consult Landowner on siting where practicable.

**5.3 Crop and land damage.** Developer will pay Landowner for growing crops, tile, fences, and improvements damaged or removed by construction or operations, as provided in **Exhibit B**, and will repair roads and drainage it disturbs.

**5.4 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.

## 6. Ownership of Facility and Environmental Credits

**6.1 Ownership of Wind Facility.** The Wind 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 Wind Facility to the extent permitted by law.

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

**6.3 Financing and lender protections.** Landowner acknowledges Developer may mortgage or assign its leasehold and the Wind Facility to a lender, and will provide customary lender protections, including notice and cure rights, as 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 Wind 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 Wind 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 wind rights, 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 Wind 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 reseeding 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 and the easements.

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 **Confidentiality.** The Parties will keep the financial terms of this Lease confidential except as needed for financing, legal, tax, or regulatory purposes or as required by law.

10.4 **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].

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

10.6 **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.

10.7 **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.

10.8 **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: _____
_____	_____

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*