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What is the impact of this lease on my farm as I have been operating it?

- Irrigation: Be wary of power sources and crossing irrigation fields
- How will siting of facilities impact farming practices? CRP?
- Do I have a residence that will be impacted? *Flicker, shadow, noise, ice throw, wildlife, traffic*
- If construction starts, how will crops be impacted?

How long of a term will my farm be impacted by the lease?

- Option Term: Right to enter into lease
- Development Term: Evaluating project
- Construction Term: Builds facilities
- Extended Term: Routine Operations
- Reclamation: Decommissioning

How do I protect the surface?

- Defined areas and rates
- Clear method to calculate damages
- Methods to assess failure to reclaim
- Change specific terms
- **Consider:** Loss of use of property due to construction and maintenance of equipment, disruptions or changes to your operations, and effect on property values

What are the obligations as determined by the lease?

- Restrictions on landowner as to other grants or rights third parties,

confidentiality, use of the property, cooperation, financing process

- Restrictions by company:
 - Security language – what happens if the company is bankrupt? Is there security to address this?
 - Payments for use and damages
 - Reclamation

Compensation- when and how?

- Development terms: Usually paid per acre and per year
- Rates increase with additional impacts on property and at each stage of the process
- Often requests for confidentiality - say NO!
- Payments for associated uses such as MET towers, transmission lines are common
- Solar projects tend to pay per acre
- Wind projects seems to pay (a) flat rate per megawatt, (b) royalty (percentage of gross revenue), (c) hybrid (some of both of the foregoing)

What Do I Ask For?

- *Payment* - Exchange original lease for check
- *Higher* - Money and percentages
- *Lower* - days and years
- *Warranty* - delete
- *Surface protections* - Surface protections best negotiated for in the lease

After the lease ends - Returning the property to use: depth of removal of structures, time period to remove the same, process and security when there is financial failure during end stages

What If I Already Signed?

- Watch out for Ratifications or Amendments
- STOP signing documents
- Capitalize on additional needs of operator
- Wait for expiration, request release

Tenant?

- Contact your landlord when lease offers are going out
- Offer to pay for services to negotiate lease
- Consider adding terms to your farm lease

What Else Might I Be Asked to Sign?

Wind Project

The Neighbor Easement, the Wind company may request an easement from you indicating your acknowledgment and agreement that Wind improvements on neighboring property may affect things on your property such as sound, shadow flicker, or television interference. The Neighbor Easement is a separate and distinct interest in your land and should be negotiated separately from any Wind Project Easement.

More Wind & Solar Related Documents.

Wind and Solar Projects

Transmission Line Easement, with the generation of electricity also comes the need to transport the electricity where needed. It is not uncommon to be requested to grant a transmission line easement in addition to the Wind or Solar easement on your property.

