Questions to Consider

1. What is the value of my land for renewable energy production?
2. How much of my land should be tied up and for how long?
3. What land use rights am I giving up?
4. How much will I be paid and how I receive payments?
5. Are the proposed payments adequate now and will they be adequate in the future?
6. Does the proposed method of payment or the Agreement itself present any adverse tax consequences to me?
7. Are there firm plans to develop my land, or is the developer just trying to tie it up?
8. If payments are to be based on revenues generated by the project, how much information is the developer willing to disclose concerning how the owner’s revenue will be determined?
9. What rights is the developer able to later sell or transfer without my consent, and how might such transfer or sale affect me? Will the new developer have the same obligations to me and capacity to meet them?
10. Does the developer have adequate liability insurance? Can I be held liable for anything connected with the project?
11. What are the developer’s termination rights? Can the developer simply terminate the easement at any time, and if so how does that affect future payments?
12. What are my termination rights and how are they exercised?
13. If the Agreement is terminated either voluntarily or involuntarily, what happens to the wind energy structures and related facilities located on my land? Is the developer required to remove everything, including underground cables and foundations, and if so how soon and at whose cost?