

Renewable Energy Land Rights: Leases and Easements

A plain-language guide to the two legal instruments at the center of every wind and solar project

What Is a Ground Lease?

A **ground lease** grants a developer possession and use of the land itself for a defined period. The landowner retains title but temporarily gives up control of the leased area. The developer may occupy, build on, and use the land as if it were their own, subject to the terms of the agreement. [Ground leases are recorded against the property and appear in title searches](#), giving the developer a real property interest that can be mortgaged and assigned.

Lease terms typically include a development period of 3–7 years during permitting and financing, followed by [an operating term of 25–35 years, plus renewal options with the total encumbrance on a property commonly reaching 50 years or longer](#) from the date of signing.

The leased boundary [typically covers more than the panel or turbine field alone, including access roads, fences, and maintenance areas](#). Roads, setback buffers, inverter pads, substations, laydown areas, and stormwater features are commonly included within the lease perimeter. By default, **the developer holds exclusive control of the leased premises**. The landowner may not farm, graze, hunt, or otherwise use those acres without developer consent, unless specific uses are carved out in the agreement.

What Is an Easement?

An **easement** grants a specific, limited right to use land for a defined purpose without conferring possession. [An easement does not transfer ownership or possession of land—the servient owner retains full title and possession and may enjoy the property in any lawful manner](#). An easement holder cannot occupy the land or exclude the landowner; they can only exercise the specific right the document describes.

Easements are recorded on title and [transfer with the land, binding future owners—if the land changes hands, the new owner takes the property subject to existing lease and easement agreements](#). Their scope is defined entirely by their written terms. Landowners retain all rights not explicitly granted away. In renewable energy, several types of easements are common:

- **Access/Road Easements:** allow the developer to cross parcels the project does not lease, typically to connect the site to a public road.
- **Transmission & Collector Line Easements:** allow underground or overhead electrical lines to cross third-party parcels connecting the project to the grid. These corridors typically feature permanent easements of 50 feet, with construction rights-of-way of 75–100 feet.
- **Wind & Shadow Easements:** [restrict neighboring landowners from building structures or growing vegetation that would interfere with wind flow to turbines](#). Shadow flicker occurs when rotating turbine blades cast moving shadows on nearby structures.
- **Drainage & Stormwater Easements:** allow stormwater generated within the project footprint to flow across or be managed on neighboring parcels.

Lease vs. Easement: Key Differences

	Ground Lease	Easement
Right granted	Possession and use of the land	A specific, limited right of use; no possession
Landowner access	Developer may exclude the landowner from leased area	Landowner retains access and use of the land
Scope	Covers the full project footprint	Covers a defined corridor or purpose only
Typical duration	25–35 year operating term plus options; 50+ years total	Often permanent; may be tied to project life
Recorded on title	Yes, encumbers the property	Yes, encumbers the property
Transfers with land	Yes, binds future owners	Yes, binds future owners
Exclusive control	Yes, developer controls the leased premises	No, landowner retains all rights not explicitly granted
Can be mortgaged	Yes, developer can mortgage the leasehold interest	No, easements are not mortgageable interests

How Leases and Easements Work Together

A single renewable energy project typically requires both instruments, matched to their respective functions across multiple parcels. The ground lease covers the core project footprint. Easements handle the surrounding infrastructure: the roads that reach it, the transmission lines that connect it to the grid, and the rights on adjacent parcels that the project depends on.

A lease is used where the developer needs possession to build and operate. An easement is used where only a specific, limited right is needed such as to cross land, run a line, or restrict a use. [The two instruments are legally distinct and serve different roles, but together they form the complete arrangement of rights that makes a project possible.](#)

What Leases and Easements Have in Common

- **Both are recorded on title** and appear in title searches as encumbrances on the property.
- **Both transfer with the land**, binding any future owner regardless of who originally signed the agreement.
- **Both are defined by their written terms.** The document's language determines exactly what rights are granted and what the landowner retains.
- **Both can affect** a landowner's ability to sell, refinance, or transfer the property.
- **Both may require the landowner** to obtain lender consent if the property carries an existing mortgage.