

NOTICE TO THE FARMERS - SELLER BEWARE

ALBANY — Cash starved but land rich farmers may find that leasing large tracts of property to solar companies is an easy way to help make ends meet.

But the sometimes complicated deals present risks that may not be obvious, according to farmers' advocates who are urging caution.

The solar panel pitches are coming to rural New York amid a tremendous expansion in solar arrays, spurred by Gov. Andrew Cuomo's goal of drawing 50 percent of the state's energy from renewable sources by 2030.

Over the past four years, New York's solar market has grown 575 percent, according to the New York State Energy Research Development Authority. That growth is expected to continue as solar companies seek flat stretches of land close to power transmission lines.

The New York Sun program, crafted by the Cuomo administration, seeks to add 3 gigawatts of installed solar capacity by 2023. That's more production than the Hoover Dam's 2 gigawatts.

A new wave of solar power enticements offered in many parts of the state are reminiscent of an influx of lease offers for natural gas drilling a decade ago.

"The yellow flags are going up everywhere because these farms are all getting calls — and not from the same people," said David Cox, agricultural program leader for the Cornell Cooperative Extension Service for Schoharie and Otsego counties.

Suzanne Hunt, of Hunt Country Vineyards in the Finger Lakes region, said she is working with the Solar Energy Industries Association to spread the word to farmers and landowners that they should understand all of the language in proposed contracts before coming to an agreement.

"There are definitely bad apples in every single industry, and solar is not immune," she said.

The trade group last week released a guide to solar agreements for land owners, offering tips to negotiate the best deal to maximize their income.

Presented with one such offer, Barbara Boggia, a retired mental health therapist from the southern Adirondack community of Chestertown, said she briefly considered signing a contract with a solar installer to help provide her daughters with financial security.

But she decided the deal was too risky.

"I was thinking of putting it on land in the middle of the woods — like one of those marijuana farms you can only see from a helicopter," she said. "But the contract was very vague. It was like trying to figure out a Rubik's cube."

Boggia said she walked away once she grasped how much authority she would be turning over to the company.

"I would have been a tenant on my own property, and I would have been inviting my children to a nightmare," she said.

Fiona Farrell, a Saratoga County lawyer who has consulted with a number of farmers, said she urges clients to proceed with caution.

Some contracts give companies the right of first refusal to buy the property, potentially complicating estate proceedings.

Some contracts include clauses that allow solar companies to extend leases for an additional 20 years, whether the property owner wants to continue the arrangement or not, she said.

"That is one of the reasons why you want to have an attorney — to see if that is an area that can be negotiated," said Farrell. "If I were someone's neighbor who got one of these offers, I would say, 'Read, read, and read it again carefully.'"

One of the most expansive efforts to get solar leases has been led by Cypress Creek Renewables LLC, a private company based in Santa Monica, California.

Spokesman Jeff McKay declined to say how many deals the company has struck. But, he noted, "We will be beginning construction in the coming months, and will be doing that for some time."

"We're trying to expand rapidly in New York," he said. The company has held several open houses in the Hudson Valley and soon will start lining up leases in western New York.

McKay would not discuss specifics of the offers his company has made to landowners, calling such information competitive.

In Niagara County, residents of Somerset let their town board know a few months ago about bid sheets they had received from Cypress Creek Renewables. The company apparently is looking to acquire between 20 and 70 acres from landowners.

In response, the town board commissioned a draft local law to govern the siting of various types of solar energy systems in Somerset. The draft is being written by Somerset's attorney, Michael Norris, who drafted a similar law for the Town of Lockport.

Lockport's local law, adopted in June, makes allowances for residential, commercial and utility scale systems. The latter type may be erected on agricultural-zoned land only, the law says.

Meanwhile, in Pendleton, the town board just this month adopted a six-month moratorium on all solar energy system construction, while a comprehensive siting law is drafted. Town Supervisor Joel Maerten said previously that town officials had heard a solar panel company was scoping out the area for large-scale installations.

The state Department of Agriculture and Markets is advising farmers that they could face tax implications from cutting deals with solar companies.

A solar array could constitute a "conversion" of land under state law, said Bob Somers, of the agency's farmland protection unit in an April memo.

Local assessors also may penalize farmers for converting land to a non-agricultural use, he said.

Depending upon the community, farmers could be taxed on the value of the solar equipment, as well.

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The popularity of solar leases has increased significantly in the last year. Companies are advertising in farm magazines in an attempt to coerce landowners to sign up their land for solar. Opportunities exist to make major income from solar leases as companies advertise lease rates of \$800 to \$1,200 per acre annually. However, like all potential rewards, risks also come.

Perhaps the biggest issue with solar leases is what happens at the end of the lease. Most, if not all, solar leases will state that the company will remove the facilities and restore the land at the end of the lease. But what if the solar company does not remove the solar panels or what if the company goes out of business?

It would likely be very expensive for the landowner to remove and dispose of the solar structure. The best solution to this problem is to have the solar company establish an escrow account or some other means to have funds available to the landowner if the solar facility is not removed. Solar companies may be reluctant to set up escrow accounts, as it ties up their money. However, without some means of protecting against failure to remove the solar panels the landowner is at significant risk.

The lease should address what is done with footers at the end of the lease when the facility is removed. The footers are usually concrete and several feet in the ground. Be sure to require that the footers be removed at least 2 feet, and preferably 3 feet, below the surface. This will prevent tillage equipment from being caught on the footers.

Another issue to address is the use of the land before and during the solar lease. Prior to building the solar structure, the solar company will need to do significant testing on the property. The lease should require the solar company to restore the property after testing and pay for any crop damage created. Crop damage can either be established by a formula or by an independent party. Also, the solar company should be required to mow or spray all weeds to prevent the growth and spread of noxious weeds on adjacent properties.

Look long term

Solar leases are long-term, usually at least 20 years initially, with an option to renew for another 20 to 25 years. A landowner who enters into a solar lease should expect to have solar panels on his or her farm for 40 to 50 years.

Installing a solar farm on farmland could cause the land to lose its Current Agricultural Use Value status, since the land is no longer used exclusively for agriculture. The lease should require the solar company to pay any increase in real estate taxes and any CAUV recoupment caused by the solar farm. CAUV recoupment can be considerable and should be addressed in the lease so that it is not a surprise to the landowner.

Finally, the lease must be in writing. Like any other transaction involving land, the only thing that matters is what is in writing. A term or condition that is agreed to verbally, but is not included in the written lease, is not part of the lease.

Verbal representations do not mean anything with real estate, including leases. Also, remember that the person with whom the landowner negotiates the lease is very likely not going to be part of the construction and implementation process. Therefore, it is important that everything is in writing and can be easily understood by any future parties that were not part of the negotiations.

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Solar energy is touted to be one of the greenest, cleanest sources of electricity. But you might be surprised to know that it is a potential threat to the environment. Well, no doubt, solar energy offers significant benefits compared to conventional forms of electricity production, but solar farms tend to have a deep environmental impact, from land degradation to [habitat destruction](#) and ecological imbalance. Let's look at some of the issues that solar farms present to decide whether "green energy is clean energy."

Well, we all know that solar energy is one of the cleanest sources of energy, with no risk of global warming emissions. However, you might be surprised to learn that there are emissions associated with different stages of the solar lifecycle. To begin with, it is important to understand the solar panel production process. It all begins with the mining and processing of the raw material. Quartz, silver, copper, and aluminum are involved in the mining process. Quartz then undergoes further processing with hazardous chemicals in high-temperature furnaces to produce electronic grade silicon.

The major point of concern in the production process of silicon is the leftover silver content, which is considered a potential environmental hazard. The large-scale production of solar modules could amount to the depletion of silver resources.

Not much has been done on this front. The disposal of the chemicals involved in the production depends on the manufacturer, raising serious questions about the environmental safety. While there are responsible solar manufacturers that choose to safely dispose of solar waste, there are others that aren't too concerned about environmental safety and don't hesitate to cut corners to save money. Such irresponsible acts by solar manufacturers can cause more environmental harm than good.

The production of solar modules consumes a high amount of energy. Additionally, the resultant water and hazardous byproducts are released into the environment during the manufacturing process.

The initial stages of the solar panel manufacturing process consume more energy compared to any other form of electricity production. The manufacturing process involves the transformation of raw mineral into usable photovoltaics. The different components involved in the processing, mining, production and cleaning of raw material may come from different facilities unlike conventional sources of energy production, where everything takes place at a single spot.

Besides, during the manufacturing process, the heating of quartz requires a lot of upfront energy. This can quickly amount to energy loss.

Like other conventional energy generation plants, some solar plants may require large amounts of water for cooling turbines and cleaning solar collectors. Increase in water demand could strain the available water resources. This may amount to the loss of large volumes of groundwater in arid locations, which may further impact the local wildlife that depends on these water resources. Besides, the use of chemicals, such as dust suppressants and dielectric fluids, may cause surface contamination or degradation of groundwater.

The installation of solar panel farms requires clearing vast tracts of land, which could affect existing land uses, including agriculture, grazing, and mineral production. Clearing and grading of land may amount to habitat destruction and pose a risk of soil erosion and compaction. This may further interfere with the existing use of land and alteration of drainage channels.

Unfortunately, habitat destruction for the wildlife could result in a large-scale displacement of wild species. There have been reports of numerous bird deaths in California's Ivanpah Solar Generating System. Reports blame the deaths on the solar farm's mirrors, claiming that heat reflected from them burned off the bird's wings.

The impact on one wildlife species can destroy the entire ecosystem since one species is dependent on another. When one is removed, the entire ecosystem of that species, comprised of plants, animals, birds, and marine life, can starve to death. The reason is that the habitat becomes less livable for the species that are dependent on each other for survival.

The conservation of wildlife habitat and diversity is a major cause for concern among environmentalists.

One area that needs greater attention is recycling of solar waste. Recycling is likely to become a major issue in the coming times, as solar waste can prove to be a big burden on the environment. Recycling technology for reusing silicon from solar cells is not in place yet, though research has been underway to prove that the manufacturing of a solar panel from recycled components consumes significantly less amount of energy than solar module production from scratch.

Solar panel manufacturers need to delve deeper into the issue to mitigate the problem and focus on recycling.

By Dick Emens and Cody Smith

We are seeing more and more Solar Option and Solar Lease documents.

We are becoming more and more concerned for landowners because of the landowner unfriendly language in Solar Options, Solar Leases and Solar Easements! We do believe that developing and generating Solar energy on Ohio farmland can be beneficial to the landowners, to Ohio, and the USA, but it is vital that a Landowner only enter into Solar documents with a full understanding of the terms and language of the Solar documents.

Many landowners appear to become so dazzled by the “apparently large rent” payments proposed

In the Solar Lease, that the landowners do not focus on the problems of having the land tied up for 25-40 years or even forever. This article will list some of our major concerns with Solar Options, Solar Leases and Solar Easements. As background it is important to understand there are three key players in the Solar documents—the Landowner, the Developer, and the Lender.

We start with key areas of concern in the Solar Options:

1. Since the first document the Landowner is asked to sign is labeled “Solar Option”, often we have seen landowners believe they are not signing a “binding” document. But the “Solar Option” is a one way document giving the Developer the option to tie up the land—there is no option for the Landowner to get out of the deal.
2. In many cases the Solar Option is for several years, which ties up the land for all of those years!
3. Solar Options often include significant Solar Lease terms within the language of the Option. The Landowner typically doesn’t focus on the Solar Lease when signing the Solar Option, believing the Solar Lease can be examined and revised if the Solar Option is ever exercised. But it may be too late to change those terms in the Solar Lease because they were already agreed to in the Solar Option.
4. A similar problem can arise as to Solar Easements as Solar Easement terms are often included in the Solar Option.
5. Solar Options usually contain terms obligating the Landowner to cooperate with the Developer in numerous ways and assist with obtaining permits, licenses, approvals, variances, etc. While these provisions sound easy they can be very time consuming.
6. The Solar Option can usually be assigned by the Solar Developer. While this is a small and apparently insignificant paragraph in the Solar Option, the Landowner will want to know with whom the Landowner is dealing now—and in the future.
7. The provision that requires any dispute regarding the Solar Option to be handled by arbitration bothers us as it prevents the Landowner from having a dispute resolved in the local court.
8. Probably the most important factors for a Landowner considering signing a Solar Option or Solar Lease, are—the experience, reputation, and financial wherewithal of the Developer. A thorough investigation of all aspects of the Developer needs to be made early in the negotiation process, and the Landowner will want to be satisfied on all aspects of the Developer.

Now let’s move to the Solar Lease, remembering that a number of the Solar Lease terms may have already been agreed to in the Solar Option.

Continued on next page.

Our largest concerns with most Solar Leases are:

1. The Landowner is responsible for all environmental aspects of the property, and usually promises that there are no environmental problems. This can be a costly undertaking for the Landowner, especially if the Landowner recently acquired the property and doesn't know what has happened on the property in the past.
2. The Landowner will typically be agreeing to "GIVE" Easements for most any purpose the Developer wants. We capitalize "GIVE" because usually there is no compensation to the Landowner for these Easements. In a separate Article we plan to describe our concerns when a Landowner is giving Easements, or even granting Easements for compensation.
3. Compensation is most often the reason a Landowner will want to sign a Solar lease. When a Landowner is first contacted by a Solar Developer the apparent "BIG DOLLARS" for rent are what appears attractive, especially when compared with the annual rent a Landowner may currently be receiving for renting his or her farm. What is often forgotten by the Landowner is the length of time the Solar Lease covers. We urge Landowners considering signing a Solar Option and/or Solar Lease to think about what the cash rent for the land was 25-35 years ago—and then think about whether the compensation being offered for a very long term Lease is really that positive!
4. Losing control of the land by signing a Solar Lease should be a major issue with the Landowner. Some Solar Leases have provisions that if the Landowner defaults in the terms of the Solar Lease, the Developer ends up with the property. Solar Leases need to have specific language that says that under no circumstances will the Landowner lose his/her land!
5. Use of the land, during the Solar Option period, the development period and the operations period need to be fully understood by the Landowner. Often there is "talk" that the Landowner will be able to continue farming for a considerable time, but the language, especially as to the meaning of "No Interference," needs to protect the Landowner's usage.
6. The Landowner wants to have strong language in a Solar Lease providing for the prompt removal of all of the Solar equipment and related facilities once the Solar Lease terminates. It is vital that there be sufficient funds (that are not the Landowners) provided for in the Solar Lease to accomplish this removal.
7. The Landowner will want to insist on having the Solar Developer provide sufficient insurance that protects the Landowner if anything goes wrong during the periods of the Solar Option and the Solar Lease.
8. "Payment of taxes", recoupment of lost CRP, CAUV, "Clean and Green" benefits, and "Minimum Acreage", are other subjects where Landowners considering a Solar Lease want helpful language.
9. Unfortunately a Solar Developer will likely insist that the indemnity provisions in the Solar Lease be mutual. This means that the Landowner may be required to indemnify the Solar Developer and those who take over the operations once the Solar energy is being created. It is very important that this language be looked at carefully by the Landowner.
10. Usually a most difficult area of a Solar Lease, from the Landowner's standpoint, is in the granting of rights to one or more lenders. Lenders appear to need very broad rights regarding the property and the Landowner needs to understand every word of the lender's rights before deciding whether the Landowner wants to sign a Solar Lease.

We recommend that every Landowner considering signing a Solar Option and/or Solar Lease carefully consider this summary of our major concerns

Landowner Dangers with Solar Options, Solar Leases and Solar Easements BY

2019 Emens & Wolper Law Firm.

Renewable energy has seen a boom recently. That means many landowners have been tempted to lease their acreage to solar companies. In many cases, farmers and ranchers have received fliers and letters from solar operations.

But, [as *The Texas Observer* explains](#), landowners who go solar may be signing away more than they realize. Landowners can be offered anywhere from \$125 to \$900 an acre per year, depending on factors like slope of the land and nearness to a substation. However, renting your land to solar isn't the same as giving it over to oil or wind. The acreage can't be used for farming or ranching concurrently, like it can with those other moneymakers. And lease terms often last 30 or 40 years. Landowners will also lose their agriculture tax exemption, and should make sure the solar company is paying that difference.

News

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SOLAR LEASES: PROPERTY OWNERS BEWARE

By: Kelly J. Graves

In the last several weeks, we have received and reviewed a flurry of solar leases and solar options to lease for numerous property owners. It appears that multiple solar companies are aggressively scouting and romancing property owners throughout the state with their promises to lease a few dozen acres and up to hundreds of acres of land with high rental rates per acre. The initial reaction is that this is a great opportunity for landowners to utilize their land and receive rental income that is significantly higher than agricultural market value rents particularly if the land is marginal farm land to begin with. However, BEWARE, because it is important to remember that the leasing documents that you are receiving were prepared by an attorney hired by the solar company so the documents tend to be prepared in a manner that is in the best interest of the solar company. The land owner's interests are not necessarily aligned with the solar company's interests!

The following items are typically missing from the solar company leases that we have been asked to review:

The exact amount of acreage to be rented by the solar company;

Location of easements to access the project if the field is not accessible from a public road;

Insurance coverage for the solar company and its agents;

Potential property tax increases and who absorbs those increases;

Potential loss of Agricultural Exemptions and Repayment of the Agriculture Exemption, plus penalties, if property is reclassified;

Removal (decommissioning) plan for the project upon expiration of the lease term;

Impact on landowners mortgage and future mortgaging of the property;

Future use of the property; and

Potential disruption of farming activities and tile lines when constructing the solar farm.

It is important to remember that just because the initial proposal might be for a 30 acre parcel, there is no guarantee, the way that the vast majority of these leases are written, that the solar company is going to lease the entire 30 acres. The solar company may only end up leasing a portion of the property and then, as a land owner, you could be left with two small fields with a solar farm in the middle. Depending on field access, one of those smaller fields may no longer be accessible if a solar project is constructed in the middle of the existing "large" field.

Property owners should be cautious and always seek legal advice to review the lease on your behalf when approached by a solar company to sign a lease before signing. Once signed by you, the lease becomes a binding obligation that will likely be difficult, if not nearly impossible (and expensive), to break. Please contact me or any member of our Agricultural Services Team if you would like us to review a solar lease that you received.

“Do you receive an agricultural assessment on your property?” he asked landowners in the room.

Those who do were advised they could be charged a conversion penalty equal to five times the tax savings they may have received, if it were determined that leasing the land constituted taking it out of active agricultural production.

Also, if more than 2.5 acres of land in a state-certified agricultural district is taken out of production, the landowner must complete an environmental assessment form and notify his assessor within 90 days.

Solar energy systems are considered real property and, as such, are taxable, Saviola said. Towns may allow a 15-year exemption from real property taxes, but most leases with solar companies are for 20 years (and usually renewable up to 40 years), so what happens then?

The towns of Gaines and Yates have already opted out of the 15-year exemption, Saviola observed. So has the Town of Somerset.

From the Buffalo-based Lippes Mathias Wexler Friedman law firm, Dennis Vacco, partner, and Joseph Heins, senior associate, presented a list of important considerations for land owners.

“Keep in mind, the lease is created by lawyers who represent the solar company and have their interests at heart,” Vacco said.

The attorneys said land owners considering a solar deal should:

- Understand when and how much you will be paid;
- Make sure the contract specifically identifies the acres to be leased;
- Know how an existing mortgage on the property would be affected by a solar lease;
- Understand how property tax liability will be affected and who will pay for any increase;
- Check for land use conversion penalties;
- Make sure the contract defines maintenance, repair and solar panel cleaning responsibilities;
- Know what happens to equipment when the lease ends or if the solar company goes bankrupt;
- Think about how agriculture operations will be affected (reduced farm land, drainage issues, road and access issues and obstructions for farm equipment).

These issues are facing rural farmers due to Governor Andrew Cuomo’s mandate for one half of electrical generation to be from renewable sources by 2030. One energy company already has 8,000 to 9,000 acres under lease in the town of Yates, and to achieve the Governor’s goal, the state would need 1,400 of those projects, Vacco said.

Another concern is the state’s adoption of Article X of the Public Service Law, which authorizes the Public Service Commission to override local law when regulating major electrical generating facilities of 25 megawatts or more.

Dan Compitello, a representative of Cypress Creek Renewables, answered questions about his company’s due diligence process, in which landowners are paid a flat fee of \$250 for committing their land for six months.

Vacco said the lease also specifies the six months can be extended up to two years. Several Somerset residents have already been contacted by Cypress Creek.

Compitello also responded to concerns of what would happen if the company went broke. He said it is bonded and solar panels are completely recyclable and valuable, so it would be in the company's best interest to reclaim them.

Barry Flansburg of Albion, an assessor for four different towns in Orleans and Genesee counties, provided further information on the effect that solar installations could have on property assessments.

"It is the responsibility of each individual assessor to make the determination if a landowner is an actual farmer or rents land out for agricultural purposes," Flansburg said. "If you rent the land out, that definitely is a conversion. But say you are a farmer and the first part of any energy produced goes to the operation of the farm, then it's no conversion, and no penalty. It's all in the terminology and how you negotiate it."

Vacco reminded the audience any energy credits go to the developer, not the property owner.

He stressed another important consideration is how a lease might affect one's estate, a trust or long-term care planning. Overall, he said, no one should sign a 30-page lease without the advice of an attorney.

This post is not legal advice

Solar energy developers have begun approaching farmers and other landowners in the Mid-Atlantic region to lease land for large-scale solar energy projects. These projects typically require, on average, 7 acres to produce a megawatt of electricity, depending on equipment. Because of the amount of land required, farmland and open space are ideal for these solar projects. Current low commodity prices may make lease offers from solar developers attractive to many farmers and landlords.

In many cases, landowners will be presented with a written contract that can run 20 pages. The first rule of contracts is the drafter took care of themselves and not the other party. You will need to evaluate the contract carefully to determine to see if it matches your goals with the property. Before signing the lease, you need to consider a few issues and consult with an attorney; to find a competent attorney near you, see <http://go.umd.edu/LegalDirectory>.

First, consider how the land is titled. Do you own the property as a tenant in common, life estate holder, or joint tenant? How the land is titled is important in deciding if you, by yourself, can sign the lease or need co-owners or future interest owners to agree to the lease. In a tenant-in-common relationship, one tenant in common cannot bind other tenants in common with a lease; all tenants in common would need to agree for the lease terms to be binding. To better understand forms of property ownership, see <http://go.umd.edu/PropOwn>.

Beyond titling of property, you must consider whether the property for lease is bound by a conservation easement. Conservation easements limit the landowner's use of the property to the conservation objectives of the landowner and holder of that easement. If the land has a conservation easement, you need to check the terms of the easement and the easement holder, such as Maryland Ag Land Preservation Foundation or Eastern Shore Land Conservancy, before entering into the lease agreement. If you are unsure of whether the land has a conservation easement, and who the easement holder may be, you should check the deed to the land in question. For more about easements and how to search for deeds, see <http://go.umd.edu/easementsonfarmland>.

Another issue when considering taking land from one type of zoning to that of solar energy is the tax implication. Many landowners may be using their land for agricultural purposes and benefitting from agricultural use tax assessment. This tax allows real property used in production agriculture to be taxed as agricultural use and not the highest and best use. Landowners must consider if the development of the property for a solar farm will leave the land ineligible for agricultural use tax assessment and taxed as commercial property instead. Because the solar farm could impact property taxes, landowners should consider language requiring the solar energy company to pay any resulting increases in property taxes. The State Department of Assessments and Taxation (SDAT) is the agency to contact when questioning the tax implications of a change in use of the particular land subject to the lease.

Another consideration is how the project will affect future uses of the property when bound by the solar lease. The average solar energy lease can last 25 years or longer depending on the number of extensions in the lease. Future use near the solar panels is often limited by lease terms. Future building on the property may also be limited unless the solar energy company agrees first. If you plan to transition the property to the next generation during the lease period, talk with your heirs to determine if the solar lease will be compatible with their plans. To learn more about planning for future generations, see <http://go.umd.edu/FarmEstatePlan>

Check out the company presenting you with the lease. Are they registered to do business in Maryland, Delaware, or Pennsylvania (depending on where you are located)? You can check with the state's Secretary of State office to determine if the company is licensed to do business there. Check on the company with the Better Business Bureau, request the company's financial statements, and utilize other sources of relevant information on the developer. This research will help ensure the company can actually deliver on the financial terms promised in the lease.

How the project will be cleaned up or removed at the end of the lease term is another consideration. Will the solar company take care of this? Is the company putting up a bond and you are required to get the project removed? Or is it all on you to handle? Check the language and whether the written terms will work for you in the future. Parallel to this consideration is after the equipment is removed, will the land be restored to the condition it was before the solar farm was constructed? Even if the company removes the equipment, the land may not be in the same condition as before unless those terms are agreed upon in the lease.

I have just scratched the surface of issues to consider before signing a solar energy lease. Landowners approached by a solar company to lease their land need to work with an attorney to negotiate these leases. An attorney familiar with solar energy leases will help protect landowners' interests for the long term and prevent surprises down the line.

Perkins Coie lawyer Marc Elias hired the company that compiled a dossier with allegations about Donald Trump's Russia connections, the law firm confirmed on Tuesday.

Elias hired the company, Fusion GPS, to assist in the law firm's representation of the Clinton campaign and the Democratic National Committee, report the [New York Times](#) and the [Washington Post](#), which was first with the story. The Clinton campaign and the DNC helped pay for the opposition research, the stories report.

The law firm's involvement became public in a [letter](#) filed in court that was written by Perkins Coie managing partner Matthew Gehringer. The letter said Perkins Coie hired Fusion GPS in April 2016. Before that, Fusion GPS had been conducting research for one or more clients during the Republican primary.

A Perkins Coie spokesperson confirmed the law firm had hired Fusion GPS in an interview with the New York Times. The unidentified spokesperson said the Clinton campaign and the DNC were not aware that the law firm had hired Fusion GPS.

According to the Post's sources, it is standard practice for campaigns to use law firms to hire outside researchers, so that the work receives attorney-client and work-product protections.

Anonymous sources told the Post that the Fusion GPS reports were provided to Elias. "It is unclear how or how much of that information was shared with the campaign and the DNC and who in those organizations was aware of the roles of Fusion GPS" and its researcher, according to the Post.

A DNC spokeswoman told the newspapers that chairman Tom Perez and the new leadership at the DNC "were not involved in any decision-making regarding Fusion GPS, nor were they aware that Perkins Coie was working with the organization." Brian Fallon, a former Clinton campaign spokesman, said he never heard about any dossier until after the election.

Trump has denied the dossier's alleged assertions that the Russian government had compromising information about Trump, and that the Russians were trying to help his presidential campaign.

The Perkins Coie letter was written in a legal battle regarding a congressional subpoena for Fusion's bank records. The letter said Fusion GPS was being released from a duty of client confidentiality as it relates to the identity of the law firm. According to the letter, Fusion GPS was authorized to disclose it was hired by Perkins Coie "to assist in its representation" of the DNC and the Clinton campaign during the 2016 election cycle.

Fusion GPS reportedly hired former British spy Christopher Steele to conduct the research after it was hired by the law firm. The Times described his allegations this way: "Mr. Steele produced a series of memos that alleged a broad conspiracy between the Trump campaign and the Russian government to influence the 2016 election on behalf of Mr. Trump. The memos also contained unsubstantiated accounts of encounters between Mr. Trump and Russian prostitutes, and real estate deals that were intended as bribes."