
TOMORROW'S ENERGY FOR THE LANDOWNERS OF TODAY

Answers to frequently asked questions about the planning,
implementation and operation of wind turbines

FAQ

Legal aspects / leasing agreement

Who owns the wind turbine?

The wind turbines planned and constructed by Energiequelle are owned by individual operating companies. The ownership structure of these companies may vary. Energiequelle is usually at least one of the owners, and sometimes even the sole owner. Accession of further owners is possible, among other things, through the establishment of energy cooperatives and their participation in an operating company. Individual citizens and municipalities can also participate in an energy cooperative or an operating company. The ownership structure of the operating companies may still change as the project progresses.

Why are the leasing agreements so extensive?

Wind energy projects are usually financed by bank loans. As with a private loan, the financing banks have a range of collateral or security requirements. For example, the bank's security interests, the transferability of the contract, and the necessary land register entries of easements for the land plot are regulated directly in the leasing agreement. Since the lessor's security interests often correspond to those of the financing banks, the extensive provisions set out in the leasing agreement ultimately also benefit you as a lessor.

What happens if the operator of the wind turbine becomes insolvent?

For you as lessor, nothing will change fundamentally. In the event of insolvency of the operator, the payment of your lease will be secured and continued by the owner or the financing bank. Apart from that, all landlords have a special right of termination if the operating company suspends the lease payments for more than two months.

Why is the wind turbine type not yet specified in the leasing agreement?

The development of wind turbine technologies can progress appreciably within a year. The planning of a wind farm, on the other hand, can take several years. Therefore, if a particular type of plant is specified, the leasing agreement would have to be amended and signed again with each new generation of wind turbine coming onto the market. As a lessor, you would then be forced again and again to deal with the signing of supplementary agreements to your existing lease. In order to spare you this effort, the leasing agreements do not yet stipulate the final type of wind turbine, so that the best available technology can be used at the start of construction.

What is meant by the waiver of the lessor's lien?

The financing bank always requires recoverable collateral for the loans granted, including in particular the wind turbines and all accessory equipment. These items are assigned to the bank in order to assure repayment of the loan amount. A comparable security is provided by law for the benefit of the property owner: This consists of a lien of the lessor on the objects brought onto his property. There is a risk of a collision between these two security interests. Therefore, for the financing bank to be willing to grant the necessary loans, the lessor must waive his lien. The lessor's need for security is met as follows: In the event of a loss of lease payments for more than 2 months, the lessor is entitled to a special lease termination right. However, if the lessor makes use of this right, this will have a negative impact on the loan repayment to the financing bank. For this reason, the financing bank itself will generally enter into the lease agreement on the part of the lessee, or at least name a third party who will ensure the operation of the wind turbines while continuing to pay the agreed rent. This ensures in any case that you as the lessor will receive the agreed rent.

What is a limited personal easement, and who has to grant it and when?

In our specific case, limited personal easement means that the leaseholder is authorised to use the corresponding property within the specified scope. This right arises from the agreement between you, as the owner, and the leaseholder, as well as from the entry in the land register. The rights of use granted within the framework of limited personal easement are restricted exclusively to those which the leaseholder necessarily requires for the purpose of erecting, operating and maintaining the wind turbines. Possibilities of use that go beyond these rights remain with the lessor, i.e. with you. The entry in the land register should always be made before the construction work begins.

How is the wind turbine on my property insured?

The wind turbine on your property is covered by a public liability insurance. The coverage amount is determined according to the possible risk and covers both personal injury and property damage. Should damage occur to you as lessor or even to a third party as a result of the operation of the wind turbines, this ensures that such damage is compensated for by the insurance. The settlement of the claim takes place directly between you, the third party and the respective insurance company.

Details of the project process

Who is my personal contact during the course of the project?

Your central point of contact is always the nominated employee of Energiequelle, or a colleague. If a change of ownership should occur, you will be assigned a new contact person by the operating company. This ensures that a single contact person is available to you over the entire lifetime of the plant. However, since Energiequelle usually performs the technical and commercial management of the plants, an employee of Energiequelle will in such cases remain your personal contact even after a change of ownership.

What happens in the case of damage to crops?

The construction work is carried out with the greatest possible avoidance of crop damage. Should any crop damage occur in individual cases, appropriate compensation will of course be paid.

How wide are the necessary access roads?

It must be ensured that the construction vehicles can reach the wind turbine. For this purpose, existing access roads must be widened to at least four metres, or new access roads of this width must be created.

At what depth are the electrical cables laid?

Electric cables are usually laid in fields so deep that the ground cover is at least 1 m, with the result that there are no restrictions on the agricultural cultivation usual for that region. Cables may, however, be laid at shallower depths along paths.

What happens to the topsoil?

The topsoil is handled and stored in accordance with the regulations of the Federal Building Code in such a way that it is preserved in usable condition and protected against destruction or waste. In consultation with the lessor or the agricultural manager, excess topsoil remains on site and is distributed correspondingly over the area.

Termination of plant operation

How is the dismantling of the wind turbines ensured?

Energiequelle usually secures the dismantling of the plants by means of a bank guarantee, which is generally required by the licensing authorities. This way, we ensure that sufficient funds are available for the dismantling of wind turbines in any case.

What happens to the foundation and the crane pad?

When the operation of a wind turbine is eventually discontinued, the foundations (hardstands) are completely removed and the resulting cavity is filled up again so that agricultural use of the property is once again possible on the entire area. This also applies to the crane's footprint.



Energiequelle GmbH
Hauptstraße 44
15806 Zossen district Kallinchen

T +49 33769 871 0
F +49 33769 871 105
kallinchen@energiequelle.de

