

## Lake Land College program provides classes and events for local community members

MATTOON — Lake Land College has rebuilt its community education program to bring new classes to the area.

Community Education offers classes in knitting and food sanitation. The knitting course is designed for beginners and will be held from 6-8 p.m. Sept. 13, 20 and 27. The course costs include all three class sessions and knitting supplies. The three class sessions will all be held in room 102 of Lake Land's Workforce Development Center.

The food sanitation class will be held from 4-8 p.m. Sept. 22 and 9 a.m. to 3 p.m. Sept. 23. The course costs include both class sessions and a voucher to take the food sanitation exam. Only 12 spots are available for the course, so interested students are encouraged to register early. Both class sessions will be held in room 105 of the Workforce Development Center.

Lake Land's Community Education program also provides testing for individuals to become qualified paraprofessional teacher's aides. Testing preparation and examinations are available year-round by appointment only.

The Community Education program also offers unique opportunities for senior citizens. Through the program, Lake Land organizes monthly day trip events for seniors to visit locations such as the Shelbyville Hot Air Balloon Festival, Aikman Wildlife Park, the Effingham Performance Center and more. The first of such events will be held Aug. 25, with seniors visiting the Golden Nugget Casino in Danville. This event is capped at 12 seniors and there is a cost.

The program is also working to develop classes in topics such as dancing, cake baking and decorating, art, community growth and much more. Individuals are also welcome to make requests and suggestions for future classes that would interest themselves and their fellow community members.

To learn more, contact Community and Professional Programs Coordinator Shelly Martin by email at smartin2@lakelandcollege.edu or by phone at 217-234-5087.

To register for any of the currently available classes, tests or events, contact Martin or visit [www.lakelandcollege.edu/learn](http://www.lakelandcollege.edu/learn).



**CABOT TUSCOLA recently donated feminine hygiene products and toddlers' underwear and socks to Douglas County Health Department (DCHD) for the WIC and Family Case Management programs. The two programs serve over 300 low-income Douglas County families who need assistance with diapers and wipes, as well as children's clothing for all ages, all sizes of car seats and boosters, and feminine hygiene products. Cabot is thankful for the programs provided by DCHD. Because the need for such items is ongoing, please consider helping with donations. Pictured from left are WIC nurse Erica Copsy, DCHD director of nursing Stacy Shonkwiler, WIC coordinator Macey Kuhring, DCHD nurse Leah Hunt, WIC intake clerk Dielsy Garcia, DCHD office receptionist Sally Colunga, and Cabot human resource generalist Karey Lynch.**

## Rose's legislation to make AIM HIGH program permanent signed into law

SPRINGFIELD — What began as a statewide pilot program, designed to keep the best and brightest students in Illinois, will now be permanent, due to legislation sponsored by State Senator Chapin Rose (R-Mahomet), that was recently signed into law by the governor.

"AIM HIGH has been a great success, and it is an honor to have been part of the bicameral, bipartisan group that conceived of the program," said Rose. "For too long, Illinois universities have been playing a losing game against out-of-state schools that could offer better financial in-

centives to students. AIM HIGH helps to level the playing field so that our schools can fight to keep the best and brightest here in state."

The name, "AIM HIGH," was inspired by a Senator Rose's Charleston High School principal, Dean Tucker, whose li-

cense plate was "Aim High."

The original AIM HIGH program was based on idea proposed by Rose, but was set to expire in 2024.

House Bill 301 makes the program permanent, expands opportunities by increasing matching levels for universi-

ties, and updates rules to help improve and grow the program.

"AIM HIGH is another tool to let our world-class universities compete for students. We know that once students leave the state, they are significantly less likely to come back,

which has created a serious brain drain. I hope this program can help to reverse that trend and keep more students in the Land of Lincoln," Rose concluded.

House Bill 301 was signed by Illinois Governor JB Pritzker this past weekend.

# A guide to navigating solar leases for farmers

By Cari B. Rincker, Esq.

Solar energy projects present an attractive opportunity for landowners to diversify their income streams. When a solar energy developer approaches a farmer or rancher with a seemingly lucrative lease agreement, the landowner must carefully consider whether the lease adequately protects his or her best interests before rushing into the deal. In this article, I discuss the essential aspects of solar lease agreements, as well as any potential landfalls that farmers and ranchers should avoid when navigating and negotiating a solar lease agreement.

### 1. Understanding the Structure of the Agreement

Agreements between solar developers and landowners come in many shapes and forms. In broad strokes, there are two main approaches. On the one hand, a developer may present a farmer or rancher with an option agreement, which will give the developer a period of time to assess the viability of a solar project on the land, and the unilateral right to exercise an option to enter into a solar lease agreement if and when the developer determines that the project will be profitable. The lease agreement should be fully negotiated at the time that the option agreement is executed.

Alternatively, the developer may skip the option agreement and instead present the farmer or rancher with a lease agreement to be executed at the onset. Such a lease agreement usually commences with a development phase wherein the developer assesses the viability of the project. The developer is then granted the right to unilaterally terminate the lease at the conclusion of the development phase.

Regardless of whether there is a separate option

agreement or a development phase incorporated into the lease, solar leases generally are structured pursuant to the same format: There is a construction period which may last roughly one year, followed by an operation period which may last decades, a renewal period which may extend the lease even longer, and ultimately, a cleanup period. As discussed further below, each distinct phase comes with specific rights, obligations, and compensation structures.

### 2. The Length of the Lease

To understand the extent to which a lease will tie up their land, a farmer or rancher should be sure to calculate the total timeframe of the encumbrance, from the beginning of the option or development phase, to the end of the cleanup period. It is not uncommon for the life of a solar lease agreement to span more than half a century. For this reason, multi-generational family farms and ranches should carefully consider potential uses or plans for their land over the course of the near- and not-so-near-future. Such considerations may include the needs of future generations. The farmer or rancher should further keep in mind that such lease agreements typically run with the land, which means that they will bind any subsequent sale or estate succession of the land.

Given the length of the agreement, agriculture producers should also carefully assess the impact of a solar lease on their property, including a thorough evaluation of the potential environmental impact, the effect on overall farming or ranching productivity and economies of scale, and their eligibility for government programs.

### 3. Due Diligence on the Developer

If a farmer or rancher plans to enter a long-term relationship with a solar developer, they should perform due diligence on the developer to ensure that the developer is legitimate and has a good record with other landowners in the area. Due diligence may include: (i) checking the developer's online presence, including reviews and BBB complaints, (ii) confirming the developer is a registered entity with the secretary of state for the state that they claim to be organized under, and (iii) paneling neighbors and the community to see if anyone else has negative experiences with the developer.

### 4. Authority to Enter into the Lease

Before executing an option or lease agreement, a farmer or rancher must confirm that he or she has the legal authority to enter into such an agreement. In the first instance, the landowner will likely have to warrant in the agreement that he or she is the fee simple owner of the farm or ranch. If there are multiple parties with an interest in the land, all co-owners must approve and be a party to the lease. If the land is owned by a business entity or trust, then the governing documents of such entity or trust must be reviewed to confirm that they permit the execution of such a lease. Finally, if the property is subject to mortgages, pre-existing leases, easements, or other encumbrances on the property, those may need to be addressed before proceeding with a solar lease.

### 5. Compensation under the Lease

A farmer or rancher should carefully review the compensation he or she will receive under the option and/or lease agreement(s). At both the option/development phase and

the construction phase, the landowner may receive either lump-sum payments or periodic per-acre payments. It is advisable to avoid lump-sum arrangements if the timeframe of either phase is highly variable. Construction phase payments should be higher than option or development phase payments.

The compensation received during the operation phase should be significantly higher than the earlier phases. It is most often structured as an annual or semi-annual payment tied to the number of acres subject to the lease. If receiving per acre payments, the farmer or rancher must clarify whether all acres will receive the same compensation level, or whether certain unused acres will be compensated at a lower rate (or not at all). Given the length of the operation phase, any lease should also include an escalation factor (typically between 1.5 and 3%) by which payments should rise on an annual basis to compensate for inflationary risk.

The farmer or rancher is also encouraged to negotiate other forms of compensation or reimbursement in the lease. For example, a landowner may ask for the reimbursement of professional expenses, such as attorneys' fees, incurred in reviewing the lease. The farmer or rancher should confirm that the developer will be responsible for any tax increase caused by transforming farmland into a solar energy facility. They may also wish to explore whether the developer will compensate the landowner for any loss of eligibility for government farming programs. Finally, the farmer or rancher should ensure that the lease clearly delineates a compensation structure for damages incurred to crops and the underlying drainage system on or adjacent to the property.

### 6. The Rights and Obligations of Each Party

The option and lease agreements should clearly lay out the rights granted to the solar developer on the landowner's land. The farmer or rancher must pay careful attention to how the lease will affect their rights on the land subject to the lease and ensure that any rights or easements granted are carefully tailored for reasonableness. They should also understand whether the lease will interfere with rights on adjacent land owned by them. For example, a solar lease will grant the developer an easement for solar access, which may permit the developer to remove trees or other improvements on adjacent land if they obstruct access to sunlight. Because leases cannot possibly address all uses of the land, I always advise that a farmer or rancher ask for the inclusion of a catch-all reservation of rights clause, wherein the lease specifies that any rights not explicitly granted to the developer are reserved by the landowner.

### 7. Termination and Cleanup Obligations

It is common for leases to have asymmetrical termination provisions, meaning that a developer can often terminate the lease at any time and for any reason, while a landowner can only do so in the event of a breach of a monetary obligation. A farmer or rancher may nevertheless seek to ensure that they may still request damages or specific performance of certain provisions of the lease where they are not permitted to terminate the lease.

A lease should contain robust cleanup obligations for the developer, including cleanup of any debris post-construction, as well as restoring the property to its original

condition at the end of the lease agreement. Local or state regulations may be of use in this regard. For example, in Illinois, the Department of Agriculture requires that any developer with a solar lease agreement with a landowner must also enter into an Agricultural Impact Mitigation Agreement with the Bureau of Land and Water Resources, which contains standardized construction and cleanup obligations for the project.

### 8. Disputes

On a final note, farmers and ranchers should always plan for the worst-case scenario. This involves ensuring that any dispute arrangements or requirements contained in the lease favor the landowner. In particular, a farmer or rancher should request that any waiver of a right to a jury trial be removed from a lease. Moreover, if a lease contains provisions waiving any right to appeal an arbitration or other dispute award, that language should also be struck from the agreement.

**SOLAR LEASE** agreements are binding contracts of long duration, with potentially significant consequences for the landowner and his or her heirs or assigns. Given the variable and complexities addressed in this article, it is advisable that the landowner hire an attorney to help ensure that the solar lease agreement is carefully tailored to the unique concerns and needs of a farmer or rancher. Whether an attorney is employed, or whether the landowner takes it upon him- or herself to review the agreement, the reviewing party should ensure that they have adequately considered each of the issues discussed herein.

For more information contact Cari Rincker, Esq., Rincker Law, PLLC at (217) 774-1373 or [cari@rinckerlaw.com](mailto:cari@rinckerlaw.com).