

## **Good Neighbor Agreements**

These are legal gag orders, paying off neighbors and preventing them from making any complaints about solar farms or industrial solar plants.

This agreement is between neighbors of a solar project and the owners of a solar project. It is NOT for land owners that are leasing their land to be used AS PART OF the solar project.

Also notice this confidential agreement carries over to the heirs and others. Since I am not an attorney, I will not publish any legal advice on what effect these agreement may have on family members or prospective buyers of a neighbors property, however we would suggest that anyone thinking of selling their right to freedom of speech, talk with an attorney before signing any legal document that may have an effect on anyone buying or taking assignment of their property, as in preventing the children, grandchildren and prospective future owners of disclosing certain information.

## **NEIGHBOR AGREEMENT**

This Neighbor Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\*\* (the "Effective Date"), by and between (Solar Company), a Delaware limited liability company and a Residential Neighbor

- A. Residential Neighbor owns the residential property located at \*\*\*\*, identified by Parcel Identification Number \*\*\* (the "Property")/
- B. (Solar Company) intends to study, develop and use certain property identified by Parcel Identification Number \*\*\* (the "Project Property"), which Project Property is adjacent to the Property, for a solar project (collectively, the "Project").
- C. Residential Neighbor has agreed to cooperate with (Solar Company) development, construction, and operation of the Project in accordance with the terms and conditions set forth herein.
- D. The Residential Neighbor is eligible for this Agreement because (\*\*\*(Solar Company)) has determined that the Project Property is located on \*\*\* or more sides of the Residential Neighbor's residential Property.

## **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

### **1. Cooperation.**

Neighbor shall fully support and cooperate with (Solar Company's) development, construction, and operation of the Project, including in (Solar Company's) efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project. Without limiting the generality of the foregoing, in connection with any application by (Solar Company) for a governmental permit, approval, authorization, entitlement or other consent related to the Project,

**Residential Neighbor agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.**

## **2. Consideration.**

All terms in this Section 2 shall be subject to Residential Neighbor complying with this Agreement. (\*\*Solar Company) shall pay Residential Neighbor a signing payment of Two Thousand and 00/100 Dollars (\$2,000.00) within 45 days after the Effective Date. Within 45 days of the date when (Solar Company) begins construction of vertical improvements for the Project and is diligently pursuing construction of the Project (such date being the "Construction Commencement Date"), (Solar Company) shall pay Neighbor a one-time additional payment of Fifteen Thousand Dollars and 00/100 (\$15,000.00).

## **3. Merger.**

This Agreement, including any exhibits attached hereto, contains the entire agreement between the parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought

## **4. Confidentiality.**

Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the "Confidential Information"). Residential Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of (Solar Company). Neighbor may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

## **5. Attorney's Fees and Costs.**

Each party shall be responsible for their own costs and attorneys' fees in the event there is a dispute over this Agreement.

## **6. Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of \*\*\*.

## **7. Counterparts.**

It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

#### **8. Successors and Assigns.**

All provisions of this Agreement shall be binding upon and **inure** to the benefit of (Solar Company) and Residential Neighbor, and their respective **successors, assigns, heirs, and personal representatives**.

(Solar Company) may freely assign its rights and obligations under this Agreement without Residential Neighbor's prior written consent; provided, however, that any such assignee is an owner or operator of the Project.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

(\*\*\*Solar Company), a Delaware limited liability company

By: Printed Name:

Title: Neighbor: \*\*\*\*

By: Printed Name: