

"Neighbor Agreement and Grant of Easements"

The following is a gloss, by an anonymous campaigner in New York State,
on a "Neighbor Agreement and Grant of Easements"
being fobbed off on people living next door to
industrial wind turbines at a prominent windplant in northern New York State

This agreement called "**NEIGHBOR AGREEMENT AND GRANT OF EASEMENTS**" is for landowners who abut or are living in close proximity to industrial wind turbines, but do not have a wind turbine on their land.

The purpose of this 17-page agreement is to grant the Wind Development Company certain rights and easements in exchange for monetary compensation. Shown here are highlighted notes revealing what the Company asks and what the Abutter receives.

WHAT IS GAINED BY THE ABUTTER OWNER: The abutter who signs this agreement typically gets paid at the rate of \$42.00 per month (\$500 per year), or perhaps a little more if his land is extremely important to the Company. He will not have a wind turbine on his land and most likely there will be wind turbines around his land and home.

WHAT IS GIVEN UP BY THE ABUTTER OWNER: By signing this Agreement it appears that the Abutting Owner gives up rights that are provided by the U. S. Constitution, as well as rights given to Citizens of New York State under the NYS Nuisance Laws, and rights normally associated with owning land.

A SUMMARY OF WHAT THE ABUTTER OWNER AGREES TO:

1. The Abutter Owner shall Agree to "Over, Under, Upon, Along, and Across". The Owner agrees to irrevocably grant and convey to the Company the right to go over, under, upon, along and across the Owner's property for the Company's benefit at any time. For example, this could mean that the Company can put electrical transmission lines wherever they want and enlarge roads up to 3 rods, which is nearly 50 feet, and remove trees, etc. All at their discretion and without notice. (P.3, #4, P.4, #9, P.10, #2, etc.)

2. The Abutter Owner shall Agree to a "Wind Non-Obstruction Easement". The Owner agrees to an irrevocable exclusive easement which states that he shall not interfere with the wind above his property in anyway. This is called a "Wind Non-Obstruction Easement" and this prohibits the Owner from planting trees, building a silo, constructing buildings, putting up towers, etc.,

unless he gets prior written approval, which is at the sole discretion of the Company. (P.2, #1 and P.11, #2.1.)

3. The Abutter Owner shall Agree to an "Effects Easement". The Owner agrees to an **irrevocable perpetual easement**, called an **"Effects Easement"**. **The Owner agrees to accept without recourse effects and impacts of any kind whatsoever resulting directly or indirectly from the Company's Wind Project Operations.** The effects and impacted named are: **air turbulence, wake, ice, and all other weather created hazards, vibration, noise, light, view, visual and audio.** (P.2, #2, P.3, #4, P.11, #2.2)

4. The Abutter Owner shall Agree to "Other Effect of Any Kind Whatsoever". Not spelled out, but perhaps implicit and implied are impacts on **cell phone reception** (an inconvenience); **emergency vehicles communication equipment** including EMT's, Police and Fire Department (a safety issue); effects from the noise and shadow flicker that have been reported to cause serious **human health issues** for neighbors living within a mile or so from turbines and these include: **sleep deprivation, anxiety, headaches, migraine, nausea, dizziness, palpitations, stress, and depression.** By signing these Agreements the Owner gives up any rights he has or his family has under the NYS Nuisances Laws for any compensation, reparation or remediation for legal nuisance and health problems. It can also be assumed that the Company is held harmless if the value of the Owners' property **decreases** in value or it cannot be sold. (P.2, #2, P.11, #2.2.)

5. The Abutter Owner shall Agree to a "Construction Impact" and "Fully Understands". Additionally, the Owner by signing the Agreement confirms that **he has been informed of construction impacts such as noise and dust and construction traffic that may cause inconvenience,** and he is agreeable to this. **The Owner further understands and accepts that construction, operation and maintenance of the wind turbines may have some impacts on the neighbors and their properties, including the Owner's Property and he is agreeable to this.** (P.1, #C P.2, #2)

6. The Abutter Owner "Accepts". **The Owner, for himself, his heirs, administrators, executors, successors and assigns, does hereby waive, remise and release any right, claim or cause of action which he may now have or which he may have in the future against the Company as a direct or indirect result of the Wind Turbine Project.** (P. 3, #4, #7)

7. The Abutter Owner "Acknowledges". The Owner **acknowledges that the Company has informed him of the potential impacts** of construction and operation and **agrees the compensation provided in this agreement is**

adequate for any such impacts. (Has the Owner been informed in writing of what the impacts are? Could he ask for it in writing? P.2, #2)

8. The Abutter Owner shall Agree to “Fully Support and Cooperate” with the Company. The Owner must support the Company by signing documents, etc. as asked for by the Company. (P. 4, #9)

9. The Abutter Owner shall Agree “this Agreement is Confidential”. This agreement shall not be disclosed. The owner is not allowed to discuss the terms of his agreement with others, under any circumstances. (P. 5, #10)

10. The Abutter Owner shall Agree that the “Annual Payment Covers all Impact, Effects, and Health Issues, etc.” The Owner by signing the Agreement agrees that compensation provided by the Agreement (at the app. rate of \$42 per month) is adequate for any and all such impacts and effects. (Apparently, under the broad wording of “all other effects of any kind” the Company is held harmless because the Owner has accepted monetary compensation and signed the Agreement.

11. The Abutter Owner shall Agree to allow the Company “To test his Television Reception”. The Company has the irrevocable right to test the television signal strength and reception of the Owner prior to the construction of wind turbines and after the construction at reasonable intervals. At the Company’s discretion they can take corrective measures to improve the reception if the wind turbines have affected it. No other testing is set out in this Agreement. P. 2, #3, P. 11, #2.3)

12. The Abutter Owner shall Agree that the “Agreement Run with the Land”. Agreements signed by the Owner run with the land and are binding on the Owner’s future heirs, administrators, executors, legal representatives, successors and assigns. (P. 3, #7, P. 12, #6, #8)

13. The Law of New York State shall Govern the Agreement. (P. 5, #11, P. 12, #7)

14. The Agreement is to be Signed in front of a notary by the Owner and a representative of the Company.

15. Length of Agreement is 40 years or until the windfarm stops generating electricity, which ever occurs first. (If the Wind Farm stops generating and is abandon, who pays to have the towers removed? Is there a bond provided to each town to cover such contingencies? P. 3, #8, P. 12, #3)

16. Without obtaining the "Owners Consent" or approval the Company can sell the Agreement to anyone and it is binding. (P. 3, #6)

17. If the wind project is not constructed, no payments will be made to the Abutter Owner. (P. 8)

THE AGREEMENT IS ATTACHED

Read for yourself the Agreement and see if you could recommend this to a friend or neighbor for any amount of money, or for \$42 per month.