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This instrument was drafted by: Briana Schnaible, Land and Title Specialist Wild Springs Solar, LLC c/o National Grid Renewables Development, LLC 8400 Normandale Lake Blvd, Suite 1200 Bloomington, MN 55437 952-988-9000

## SOLAR PROJECT NEIGHBOR AGREEMENT AND RELEASE

Project Company: Wild Springs Solar, LLC, a Minnesota limited liability company

Landowner: Daniel Paul Hall and Teresa Hall fka Teresa Gossard, husband and wife

Address: PO Box 237, New Underwood, SD 577761-0237

Phone Number: Home: 605-754-6888 OH: 605-441-1976 TH: 605-685-888

Project Company and Landowner acknowledge that Project Company intends to develop a solar energy project (the "**Project**") on property in the vicinity of certain property owned by the Landowner and described on the attached <u>Exhibit A</u> (the "Landowner Property"). The parties acknowledge that the Project may be visible from the Landowner Property, and may have certain impacts, including visual impacts, on the Landowner Property, and in consideration of the Impact Payment to Landowner in exchange for the release of Project Company contained herein, the parties are voluntarily entering into this Solar Project Neighbor Agreement and Release ("Agreement").

As the consideration for this Agreement the Project Company agrees to make payments to Landowner as described in <u>Exhibit B</u>, which Landowner may use to install a visual barrier or for any other purpose in Landowner's sole discretion. The parties acknowledge and agree that <u>Exhibit B</u> will not be included with this Agreement when recorded with the county recorder, and that so removing <u>Exhibit B</u> prior to recording is intentional and does not in any way affect the validity of this Agreement.

In exchange for the Impact Payment, Landowner, on behalf of themselves, their assigns, successors-ininterest, insurers, lenders, and any future owner, resident or tenant of the Property (collectively, "**Releasing Parties**") do hereby release, acquit, and forever discharge Project Company and its subsidiaries, together with their respective officers, directors, employees, related and affiliated entities, successors and assigns (collectively, "**Released Parties**"), from any and all liability whatsoever, including without limitation any nuisance or Project Impact Claims (defined below), which they have, may have, or ever claim to have by reason of the past and future construction, installation, operation, maintenance, repair, and use of the solar facility and other equipment and facilities that comprise or are associated with the Project. This release shall not release any claims for physical damage to the Property or Landowner after the date of this release which are solely the result of circumstances arising after the date of this Agreement and which do not arise from Project Impact Claims.

"**Project Impact Claims**" means any claims of the Releasing Parties with respect to the Property, impacts on the Property of or for damages or equitable relief to the Released Parties or the Project converting solar energy into electrical energy, and collecting and transmitting the electrical energy, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of the Project; (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar facilities and all associated facilities; (c) undertaking any other activities in any way associated with the Project; and (d) electromagnetic, audio, visual, view, light, noise, radio interference, or other effects attributable to the Project facilities or any other operational or development activities.

Landowner (and any future owner of the Property) shall not interfere with or object to the development, construction, installation, access to, maintenance, or operation of the Project, in any manner.

Project Company and Landowner shall maintain in the strictest confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this instrument. Notwithstanding the foregoing, the parties may disclose such information to lenders, attorneys, accountants and other advisors; any prospective purchaser of their respective interests; or pursuant to lawful process, subpoena or court order requiring such disclosure. This instrument will run with and against the Land, and is binding upon each party's successors and assigns. Project Company may record in the County land records a memorandum of this Agreement which excludes the financial terms after it has paid the Impact Payment to Landowner.

**Project Company:** 

Wild Springs Solar B١ Jeff Ringblor Date:

Landowner:

Date: **B-4-202** 

## STATE OF SOUTH DAKOTA )

COUNTY OF <u>Rennington</u>) ss. On the <u>4</u> day of <u>August</u>, 20<u>2</u>, before me <u>Kristi Pritzka</u> the undersigned, personally appeared Daniel Paul Hall and Teresa Hall fka Teresa Gossard, husband and wife, known to me or satisfactorily proven to be the person(s) whose name(s) is (are) subscribed to the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires <u>August</u>.

STATE OF MINNESOTA) ) ss. COUNTY OF HENNEPIN )

This instrument was acknowledged before me on  $\cancel{MMGH}_{9}$ , 20 $\cancel{21}$ , by Jeff Ringblom, as Chief Financial Officer of Wild Springs Solar, LLC, a Minnesota limited liability company, on behalf of the company.



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Notary Public

## Exhibit A The Landowner Property

## Parcel ID 24-31-400-008, Tax ID 65798

Block 2 of Ness Addition to the City of New Underwood, Pennington County, South Dakota, as shown in the plat filed in Document No. A201411114.

The parcel contains approximately <u>18.97</u> acres.