

XXXXXXXXXXXXXX

ACN XXXXXXXXXX

1 As trustee for the XXXXXXXXXX Trust (ABN XXXXXXXXX)
XXXXXXX
Telephone: XXXXXXXXXX
E -Mail: XXXXXXXXXXXXXX

[Date]

1 Beware of Trust Entities.

This developer is a Trust entity.

Companies use Trusts to protect assets against lawsuits.

This is particularly important for hosts in any dispute they will have with the wind farm. e.g. decommissioning disputes.

[Name]

[Address]

Dear [name]

XXXXXXXXXXX – Neighbour Agreement Land: [insert]

XXXXXXXXXXXX as the trustee of XXXXXXXXXX Trust (**Developer**) is the proponent of the XXXXXXXXXX, a proposed wind energy facility comprising an estimated XX wind turbines and associated infrastructure to be located XXXXXXXXXX (Project).

2

The Developer is developing the Project in accordance with environmental and planning controls, but acknowledges that the Project may nevertheless impact on amenity in particular where dwellings are located in close proximity to constructed turbines.

3

You are the owner and occupier (**Owner**) of a habitable dwelling within the area that the Developer has identified as potentially affected in this way, and approximately [#] km from the current indicative location of a Project turbine. The dwelling is located on land with title reference [volume and folio reference] (**Land**) as shown on the plan at **Attachment 1**.

4

The Developer would like to reach agreement on the terms attached to this letter (**Terms**) with you so that, if the Project is approved and proceeds to operation, you will receive a financial benefit from the Developer. In return, the Developer would require you to liaise directly with the Developer about any concerns you may have with the Project before discussing those concerns with any third parties.

The Developer offers you the sum of \$[insert], to be paid annually for the operational life of the Project, in consideration for your agreement to the Terms (and subject to the Project being approved and developed). The amount may be varied, in accordance with the Terms, depending on the final design of the Project.

5

When signed, the Terms do not prevent you from making a submission or objecting to any approval that the Developer must seek for the Project, nor from making any complaints or claims if you are impacted by the Project during operation. You are not required to release the Developer from claims. The Developer only asks that it be your first point of contact for any concerns you may have in relation to the Project.

If you agree to the Terms, please sign where indicated in the Terms and return to us for final execution.

If you have any questions regarding the Terms or the Project, please contact [name] on [number] or at [email].

Yours sincerely

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXX

2 environmental and planning controls. In Victoria, Australia, the noise limit is 40dB LA90(10min), which is a statistical limit. But if landowners sign an agreement, the noise limit increases to 45dB LA90(10min).

Wind Farm Living www.windfarmliving.com has a simple training program to guide you through the understanding of an LA90 statistic and why a 40dB LA90(10min) limit causes a nuisance. [Acoustic Training for Beginners and Lawyers](#)

3. "acknowledges that the Project may nevertheless impact on amenity in particular where dwellings are located in close proximity to constructed turbines." The company knows people will be harmed by its business operations. Adverse impacts can be extensive and cause people to leave their homes. People will lose the enjoyment of their land.

4. "The Developer would like to reach agreement on the terms attached to this letter (Terms)"

This cover letter forms part of the agreement.

5. the Terms do not prevent you from making a submission or objecting to any approval that the Developer must seek for the Project, " This is a red herring.

The neighbour agrees to all adverse amenity impacts including noise nuisance causing sleep disturbance.

There is nothing much else they can legally object to, other than raise concerns about OHS issues or payment default.

6. **Amenity Impacts:** The Neighbour is surrendering all that they love about their land.

They are agreeing to surrender any enjoyment they have from living on their land.

Amenity impacts include loss of sleep, noise nuisance, low-frequency noise nuisance, vibration nuisance, blade flicker nuisance, air-pressure impacts on your body, loss of rural views, loss of healthy living, psychological health impacts, loss of contamination free soil, loss of wildlife and wildlife habitats, loss of property value, and loss of working your land in the event of an OHS no-go action.

Terms

1 Annual payment

In this clause, terms used are defined as follows:

Term	Meaning
CPI	the all groups consumer price index published from time to time by the Australian Bureau of Statistics for Melbourne. If that index no longer exists or if the basis of calculating it changes, it means an index that the President of the Australian Property Institute (the State division) decides reflects changes in the cost of living in Victoria.
CPI Review Date	each 1 January, from the 1 January immediately after the date of the first Annual Payment until the Terms are terminated in accordance with clause 7.
(a)	Subject to clause 1(b) and 1(c), in consideration of the Owner's agreement to the Terms, the Developer must pay the amount calculated in accordance with clause 1(d) (Annual Payment) to the Owner: (1) within 20 business days of the commencement of construction of the Project; and (2) thereafter within 20 business days of each anniversary of the payment under (1) and until these Terms are terminated in accordance with clause 7.
(b)	The parties agree and acknowledge that the payment of the Annual Payment does not represent an admission of non-compliance, fault or liability by the Developer in respect of any amenity impacts to the Owner or the Land that may be alleged to have occurred as a result of, or in connection with, the Project.

7. Their modelling predicts houses out to 6km will be adversely impacted by the wind farm.

The closer the neighbours are to the wind farm the greater the impact.

This agreement compensates residents for the foreseeable harm.

People may need to leave their homes if they can't sleep at night due to nuisance impacts.

The Annual Payment will be determined when the final design of the Project is completed by the Developer. The amount referred to in the attached letter is based on the preliminary design of the Project.

The Annual Payment will be adjusted effective from each CPI Review Date by the CPI change between the period from the previous CPI Review Date until the current CPI Review Date.

(f) The Developer will calculate the adjusted Annual Payment as soon as possible after the CPI is published by the Australian Bureau of Statistics for the Relevant Quarter. The first CPI calculation will be calculated using the change in CPI from the last published CPI as at the date of the first Annual Payment until the next CPI Review Date. For example, if the first Annual Payment is made on 1 July 2024, then the first adjustment will be based on the CPI change from the March Quarter in 2024 until 1 January 2025.

(g) The Developer must pay the adjusted Annual Payment following each CPI Review Date.

By way of example for the calculation of the annual CPI change:

The annual CPI change from January 2024 to January 2025 is as follows:

- 2024 March quarter – 0.0%
- 2024 June quarter – 0.6%
- 2024 September quarter – 0.5%
- 2024 December quarter – 0.5%

Annual CPI Change for January 2024 to January 2025 period	=	$0.0\% + 0.6\% + 0.5\% + 0.5\%$
	=	1.6%

2 Owner's acknowledgement

(a) The Owner acknowledges that, if approved, the construction, use and development of the Project may impact on the Owner and the Land due to the location and separation distance between the Project and the Land and any dwelling on the Land.

(b) The Owner acknowledges that the information regarding the Project as at the date of the attached letter is **preliminary and indicative**, and that the Project is **likely to change during detailed impact assessment, approval, and satisfaction of any approval conditions**.

8. The Neighbour agrees to any infrastructure the company wishes to build now or in the future, including battery storage, sub-stations, increased size of turbines, increased number of turbines, location of turbines, transmission lines, or even nuclear facilities.

The neighbour agrees that the final built structures and facilities could be anything, and they agree to all impacts any development will have on their lives.

The neighbour agrees the wind farm will take away the enjoyment of their land.

9. Neighbours are a business risk because the wind farm knows it will cause them harm and the neighbour can sue the wind farm for damages. The company has identified this neighbour as a potential business risk.

The company knows it will cause this neighbour considerable personal and financial harm. They know the only way the neighbour can stop the harm and protect the health of their family, and their farming assets is with a lawsuit.

This neighbour agreement is a means whereby the company can prevent any lawsuit and thereby eliminate this neighbour as a business risk.

3 Resolution of concerns

In the clause, terms used are defined as follows:

Term	Meaning
Approval	any consent, permit, licence, certificate, authorisation, notice or approval under a law, and any amendment of such consent, permit, licence, certificate, authorisation, notice or approval.
Claim	all actions, claims, demands, suits, proceedings, liabilities, sums of money, damages, entitlements and costs arising from, or in connection with impacts at the Land from construction and operation of the Project, howsoever arising.
Complaint	means any complaint, objection, grievance or adverse comment about the Project, the Developer or any persons associated with the Project, including arising under these Terms.

3.1 Submissions during Approval process

(a) For avoidance of doubt, the Owner may make a submission or objection in respect of any Approval necessary for the Project.

3.2 Process for raising concerns

(a) If the Owner has any Complaint or Claim, the Owner must, as soon as possible and before raising it with any other person, bring the matter to the attention of the appropriate representative of the Developer to receive complaints.

(b) The Owner must provide the Developer with sufficient information for the Developer to understand the nature of the Complaint or Claim.

3.3 Informal resolution

(a) The Developer will endeavour to respond to any Complaint or Claim raised by the Owner under these Terms in a timely manner, and the parties will act reasonably and in good faith towards each other in order to attempt to resolve any issue that is the subject of the Complaint or Claim.

(b) Either party may request a meeting, following which the parties must meet as soon as reasonably practicable in order to attempt to resolve the issue.

(c) If it becomes apparent to the Developer one or more further meetings may be required to resolve the issue then the Developer may, in a timely manner, request such meetings, following which the parties must have a further meeting in each case as soon as reasonably practicable.

(d) The Owner will not raise a Complaint or Claim with any other person before having followed the steps under this clause.

11 The wind farm considers any response they give is a resolution of the problem.

"Any response" can include simply replying to an email or arranging a meeting. This is how they "resolve the problem"

The neighbour has surrendered the legal right to complain or take action against the wind farm.

12. This clause gives the neighbour a false sense of security.

As the agreement is a private contract between two parties, government authorities cannot interfere.

The AEIC, the Minister for Planning, and the local Council have no legal right to interfere with a commercial agreement.

These so-called regulators simply send the neighbour back to the wind farm to “resolve” the problems.

3.4 Appropriate regulator

If the Complaint or Claim is not resolved under clause 3.3 within a reasonable period of time, the Owner will, before raising the Complaint or Claim with any other person, endeavour to resolve the issue by approaching:

- (a) the Australian Energy Infrastructure Commissioner (if such a role exists at the time); or
- (b) if the matter relates to an Approval over which an authority has jurisdiction, the relevant authority (such as the Minister for Planning or Shire Council, as appropriate);
- (c) if the matter relates to the *Environment Protection Act 2017 (Vic)* or *Environment Protection Regulations 2021 (Vic)*, the Environment Protection Authority.

3.5 Next steps

If, after following the processes outlined above, the Owner is not satisfied that the Complaint or Claim has been resolved, the Owner may raise the Complaint or Claim with any other third party at its discretion.

13 The neighbour has surrendered any right to legal recourse.

4

Dealings with the Land

14 This Agreement applies to the land and follows the title in the form of a covenant.

The company will have the legal right to block the sale if the new purchaser does not sign the agreement.

- (a) If the Owner sells, transfers, dedicates, leases or otherwise disposes of, the Land the Owner must:
 - (1) advise the incoming party to whom it intends to sell, transfer, dedicate, lease or dispose of the Land of the existence of these Terms and opportunity to enter into a similar agreement with the Developer; and
 - (2) promptly advise the Developer of the sale, transfer, dedication, lease or disposal and the name and contact details of the incoming party.

The Neighbour must disclose to any new purchaser all foreseeable adverse impacts, including not being able to sleep in the house.

5

Owner's warranties

- (a) The Owner warrants to the Developer that the Owner:
 - (1) is the registered proprietor of the Land; and
 - (2) has full power and authority to enter these Terms.
- (b) The Owner warrants to the Developer that, if the Owner is not the occupier of the Land, it has advised the Developer of this.

6

Assignment and novation

- (a) The Developer may:
 - (1) Assign its rights and obligations under these Terms to any entity; or
 - (2) novate these Terms so that an entity replaces the Developer in these Terms and assumes all of the Developer's rights and obligations under these Terms,

15 The wind farm business is a leasehold. Usually, in lease agreements, lessees are required to inform the landlord of any sale of the lease business and the landlord must agree to the sale. However, wind farms remove this requirement as part of the lease agreement.

This also applies to any other commercial agreement arrangement they make with the neighbour. Wind farms will be on-sold many times over.

The neighbour won't know who they are dealing with in the future, or what facility will be installed next to their land.

12

13

14

15

16. The agreement is a legal document written in the format of a covenant. If the Developer sells or transfers the business, the neighbour is required to hand over all titles, bank loans, debts etc. against the land to the new business owner, whoever that new developer may be and wherever that they may come from.

"unreasonably withheld". The developer may reasonably withhold the sale of the land, if the new purchaser is hostile to the wind farm. The neighbour has surrendered any legal right to object to this conduct.

without the consent of the Owner. *This line belongs to the previous page – very sneaky.*

The Owner must promptly execute any document reasonably required by the Developer to effect an assignment or novation under clause 6(a).

16

(b) The Owner may only assign its rights and obligations under these Terms with the consent of the Developer (which will not be unreasonably withheld).

7 Termination

These Terms terminate:

(a) if the Project is not approved or does not proceed;
(b) when the Project permanently ceases to generate electricity;
(c) if the Owner ceases to be the Owner of the Land and the occupier of the dwelling on the Land; or
17 (d) **by agreement between the parties.**

The developer will never agree to terminate the agreement. It is far too valuable and asset.

8 General

8.1 Definitions

Any terms defined in the attached letter have the same meaning when used in these Terms.

8.2 Governing law and jurisdiction

18 This letter is governed by the law in force in Victoria.

This agreement is written in the form of a legal covenant.
Covenant laws on land titles may apply.

8.3 Invalidity and enforceability

If any provision of these Terms is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

19. This Neighbour Agreement is “Executed as an agreement” under Victorian Law.

It is a legal contract enforceable under Victorian Administrative Law.

The Agreement follows the title by way of a covenant.

If the neighbour disputes the covenant, they will need to take the wind farm to VCAT or to the Supreme Court to decide the matter.

Executed as an agreement

19

Date: [insert]

Developer

Signed by
**XXXXXXXXX Pty Ltd (ACN
XXXXXX) as trustee for the
XXXXXXXXX Trust**
by

sign here

► _____

Company Secretary/Director

sign here

► _____

Director

*print
name*

*print
name*

[Individual]

Signed by

sign here

► _____

*print
name*

[Company]

Signed by
(ACN)
by

sign here

► _____

Company Secretary/Director

sign here

► _____

Director

*print
name*

*print
name*

[Company with sole director]

Signed by
(ACN)
by

sign here



Sole Director and sole Company Secretary

*print
name*

Template

Attachment 1 – Property Plan

Template