**Solar Easement Agreement**

 This Solar Easement Agreement (this “Agreement”) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantor”), a [*description of the Grantor*], and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”), a [*description of the Grantee*], (collectively, “Parties”).

**Recitals**

1. Grantor is the owner of real property in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tennessee (“Servient Tenement”), more particularly described in the attached Exhibit A, which is incorporated by reference. [*Exhibit A should include Grantor’s address and a legal description of the Servient Tenement*].
2. Grantee is the owner of real property in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tennessee (“Dominant Tenement”), more particularly described in the attached Exhibit B, which is incorporated by reference. [*Exhibit B should include Grantee’s address and a legal description of the Dominant Tenement where Grantee’s solar energy system is or will be located*].
3. Grantee desires to acquire solar access rights in the Servient Tenement for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. [*Provide vertical and horizontal angles, expressed in degrees or otherwise, at which the solar easement extends over the Servient Tenement with regard to time of day and season of the year; if necessary, attach drawings as an Exhibit*].
5. [*Provide a description of the existing or proposed size and location of the solar energy system, its orientation, and its elevation; if necessary, attach drawings as an Exhibit*].
6. [*Provide a description of Grantor’s existing structures, vegetation, or land uses that will or may in the future shade the solar energy system; if necessary, attach drawings as an Exhibit*].

In consideration of the mutual promises and obligations below, the Parties agree as follows:

1. **Definitions.**
	1. “Solar Energy System” refers to any device or structure which collects solar energy for the purpose of converting and storing it for useful purposes, including heating or cooling buildings, energy saving processes, or producing generated power; and
	2. “Solar Property” encompasses any part of a solar energy system on the Dominant Tenement that requires direct access to sunlight in order to function.
2. **Terms.**
	1. Grantor grants Grantee a permanent solar easement for unobstructed access to direct sunlight in the airspace above the surface of Grantor’s property as necessary to prevent any structure, vegetation, or land use from casting a shadow on Grantee’s solar property between the hours of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AM and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PM [*time zone*];
	2. Exceptions to those structures, vegetation, or land uses in (2)(a) include utility lines, antennas, and wiring that in the aggregate do not obstruct more than [*e.g., 1 percent*] of sunlight that would otherwise be received at the solar property, and any other exceptions specified below and agreed upon by the Parties;
	3. Other exceptions include [*specify*];
	4. Unavoidable temporary obstructions of the solar property necessitated by construction activities or other necessary and lawful purposes are exempt from (2)(a) to the extent that they do not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*e.g., ten days in any three month period and thirty days in any year*];
	5. Grantee ensures its solar energy system has been or will be reasonably designed and located to minimize its impact on the Servient Tenement, but the Grantee’s mere failure to adopt an alternate design or site—absent likelihood of a significantly minimized impact—does not necessarily violate this Agreement;
	6. Grantee agrees to design, implement, and maintain its solar energy system in accordance with relevant state, city, and local law, as well as any applicable covenants, conditions, and restrictions;
	7. As compensation for acquiring solar access rights in the Servient Tenement as contemplated by this Agreement, Grantee shall pay Grantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day(s) of the Effective Date; and
	8. In the event of material and unjustifiable interference with Grantee’s use and enjoyment of the solar property by Grantor or a third party that Grantor could be reasonably expected to prevent, Grantor shall promptly remove or mitigate said interference; if the interference causes a diminution in value of the Dominant Tenement, Grantor shall pay Grantee compensatory damages within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day(s).
3. **Effect and Termination.**
	1. Unless otherwise specified, solar easements are presumed to run with the land and pass on transfer of title, Tenn. Code Ann. § 66-9-205, meaning this Agreement shall remain in effect from the Effective Date until the Parties or their successors in interest agree to terminate it or Grantee’s use of the solar property is abandoned; and
	2. Other means of termination [*specify*].
4. **Force Majeure.** Parties will not be liable for failure of performance due to causes beyond their reasonable control, such as acts of God, acts of the other party, or changes in laws or regulations.
5. **Governing Law.** This Agreement shall be governed in accordance with the laws of Tennessee, excluding Tennessee’s choice-of-law principles, and all claims relating to or arising out of this contract shall likewise be governed by the laws of Tennessee, excluding Tennessee’s choice-of-law principles.
6. **Venue.** The Parties will bring any action related to this Agreement in a federal or state court in [*selected State*].
7. **Waiver.** If any Party waives the breach of another Party, it will not serve as a waiver of any subsequent breach.
8. **Entire Agreement.** This Agreement merges and supersedes all promises, representations, arrangements, and prior agreements of the Parties, and may not be modified or amended unless the Parties sign a writing.
9. **Severability.** If any provision or obligation of this Agreement is unenforceable, it will not affect the enforceability of any remaining provision or obligation of this Agreement.

The Parties execute this Agreement as of the Effective Date, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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| **[*Name of Grantor*]**\_\_\_\_\_\_\_\_/s/\_\_\_\_\_\_\_GrantorDate: \_\_\_\_\_\_\_\_\_\_\_\_ | **[*Name of Grantee*]**\_\_\_\_\_\_\_\_/s/\_\_\_\_\_\_\_GranteeDate: \_\_\_\_\_\_\_\_\_\_\_\_ |