



Barbara A. Stringer
MIFFLIN COUNTY RECORDER OF DEEDS
REGISTER OF WILLS
CLERK OF ORPHANS' COURT
Courthouse
20 North Wayne Street, Lewistown, PA 17044
Phone: (717) 242-1449

2017-003851

Instrument Number: 2017-003851

Record Date: 9/18/2017

Instrument Type: AGRI/AREA

Record Time: 11:31:37

Receipt No.: 274623

Receipt Distribution

Fee/Tax Description	Payment Amount
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AGRI/AREA	13.00
AGRI/AREA-WRIT	.50
CO IMPROVEMENT FND	2.00
REC. IMPRVMT FUND	3.00

Check# 6002	\$18.50
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Total Received.....	\$18.50
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Recording Page Count: 3

Paid By Remarks: REC'D HAROLD E JOHNSON ELA
KATHRYN M FLEMING/MENNO TWP

I hereby **CERTIFY** that this document is
recorded in the Recorder's Office of
Mifflin County, Pennsylvania



Barbara A. Stringer
Barbara A. Stringer
Recorder of Deeds

Certification Page
DO NOT DETACH

This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.

PROPOSAL FOR THE CREATION OR MODIFICATION OF AN AGRICULTURAL SECURITY AREA

This form is to be completed by the landowner(s) who propose(s) to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). One copy of this form is to be submitted to the local unit of government in which the proposed agricultural area is located. If the proposed area is located in more than one local unit of government, the proposal shall be submitted to all governing bodies affected. The tax parcel number can be obtained from the property tax notice. In counties without tax parcel numbers, use account numbers. In cases of joint ownership, all owners must sign the proposal.

1. Location of the proposed area: Mennon Township M.S. Flin 2. Total acreage in area: 168.88
(Township, Borough or City) (County)

3. Names and addresses of landowners proposing the area. Use additional paper with just columns if needed. Signers to this proposal give their consent to include the described land in the agricultural security area once it is approved.

Landowner's Name (PRINTED) and Signature (BELOW LINE)	Address (PRINT)	County Tax Parcel ID Number (PIN) & Account Number	Acreage
Kathryn M. Fleming	118 Bunker Hill Rd, Belleville, PA 17004	18,07-0105-000	168.88
Kathryn M. Fleming			
Irvin H. Fleming (deceased)			

LOCAL GOVERNMENT UNIT USE ONLY	
DATE RECEIVED 8/7/2017	APPROVED W/O MODIFICATION MODIFIED, THEN APPROVED REJECTED
HEARING DATE 8/6/2017	
ACTION DATE 8/6/2017	

Map showing property lines and streets. Key features include:

- Streets: FRONT MOUNTAIN, MIDDLE, QUIET MEADOW, BUNKER HILL, DIESEL, LONG, WAYNEBURG, STATE ROUTE 655.
- Property: Irvin H. and Kathryn M. Fleming, 18,07-0105-.000.
- Other labels: COLLAR, JACKSON MOUNTAIN, DOUBLE, LINDEN.



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 Courthouse
 20 North Wayne Street, Lewistown, PA 17044
 Phone: (717) 242-1449

2011-002358

Instrument Number: 2011-002358

Record Date: 6/02/2011

Instrument Type: AGREEMENT

Record Time: 11:20:38

Receipt No.: 231306

Receipt Distribution

Fee/Tax Description	Payment Amount
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AGREEMENT	21.00
AGREEMENT - WRIT	.50
AGREEMENT RTT STAT	.00
MIFFLIN COUNTY SD	.00
MENNO TOWNSHIP	.00
CO IMPROVEMENT FND	2.00
REC. IMPRVMT FUND	3.00

Check# 6546 \$26.50

Total Received..... \$26.50

Recording Page Count: 9

Paid By Remarks: REC'D EARL R ETZWEILER ELA
 FLEMING FAMILY TRUST/VOLKSWIND

**I hereby CERTIFY that this document is
 recorded in the Recorder's Office of
 Mifflin County, Pennsylvania**



Barbara A. Stringer
Barbara A. Stringer
Recorder of Deeds

**Certification Page
 DO NOT DETACH**

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Tax Parcel No. 18,07-0105WC,000

(Space above this line for Recorder's use only)

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

Volkswind USA Inc.
205 Southeast Spokane Street, Suite 306
Portland, OR 97202
Attention: Jeffrey Wagner

MEMORANDUM OF WIND ENERGY LEASE AGREEMENT

This **MEMORANDUM OF WIND ENERGY LEASE AGREEMENT** (this "Lease Memorandum") is made, effective as of May 16, 2011, by and between Kathryn M. Fleming, Trustee of THE IRVIN H. FLEMING FAMILY IRREVOCABLE TRUST dated September 26, 2002, ("Landowner"), whose address is 118 Bunker Hill Road, Belleville, PA 17004, and **VOLKSWIND PENNSYLVANIA LAND HOLDINGS LLC**, a Pennsylvania limited liability company ("Lessee"), whose address is 205 Southeast Spokane Street, Suite 306, Portland, Oregon, 97202, in light of the following facts and circumstances:

Landowner and Lessee entered in that certain Wind Energy Lease Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Menno Township, Mifflin County, Pennsylvania, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Memorandum. Landowner and Lessee have executed and acknowledged this Lease Memorandum for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Memorandum shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Memorandum and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall control. Nothing in this Lease Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement and the Lease Agreement shall control over this Lease Memorandum in all events.

26.57

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and other rights and other rights related to the Property as more fully described in the Lease Agreement. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter, as such period may be extended by Lessee for an additional three (3) years as set forth in the Lease Agreement (the "**Evaluation Period**"). If Lessee or any Assignee installs one or more wind turbines on the Property, and any such wind turbine generates electricity during the Evaluation Term, then the Lease Agreement shall automatically be extended for an "**Operating Term**". In the event of any such extension for the Operating Term, the Operating Term shall commence on the Operations Date. The Evaluation Period and the Operating Term are referred to collectively as the "**Term**". The Term shall not exceed twenty-nine (29) years and eleven (11) months. For example, if the Evaluation Period is three (3) years, the Operating Term shall be twenty-six (26) years and eleven (11) months. During the Operating Term, Lessee and any Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Operating Term, elect to extend the Lease Agreement at fair rental value (the "**Fair Rental Value**"). Fair Rental Value shall be determined by the Parties at the time. Any agreement to extend the term of this Agreement is defined as the "**Extended Term**". The terms and conditions for any Extended Term shall be those to which Landowner and Lessee may mutually agree. With respect to each extension of the Term for any Extended Term, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum or short form evidencing the extension, satisfactory in form and substance to Lessee. In no event shall the Term be greater than allowed under Commonwealth of Pennsylvania law.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property or adjacent properties; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property

or adjacent properties; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. Successors and Assigns. The Lease Agreement shall burden the Property and shall run with the land. The Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and its contractors and, to the extent provided in any assignment or other transfer, any Assignee and its respective heirs, transferees, successors, and assigns, and all persons claiming under them. The Parties acknowledge and agree that Landowner has the right to sell, convey, or otherwise transfer all or any portion of the Property and all or any portion of Landowner's contractual rights to receive payments under the Lease Agreement; *provided, however*, that Landowner shall have no right at any time while the Lease Agreement remains in effect to reserve, assign, transfer, or convey any "wind rights," howsoever named, relating to the Property, the Lease Agreement, or as to the free flow of wind over the Property or the right to convert the wind resources of the Property, such wind rights being expressly granted to Lessee in this Agreement. Landowner acknowledges and agrees that any Evaluation Period Payments due or owing under the Agreement shall be made to the party named for Landowner from time to time, as set forth in the Lease Agreement. Landowner shall provide written notice to Lessee of any sale, conveyance, or other transfer of the Property or any portion thereof or interest therein, and the manner in which any payments hereunder have been allocated as between Landowner and such transferee. In the absence of any such notice of transfer or allocation, Lessee shall have the right to continue to make payments hereunder to the party named for Landowner, or to allocate payments hereunder among Landowner parties as Lessee shall determine, in its sole discretion, pending receipt of any contrary written instructions from the party named for Landowner in the Lease Agreement.

6. Multiple Owners. Notwithstanding anything to the contrary in the Lease Agreement or elsewhere, any obligation under the Lease Agreement for Lessee or any Assignee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee or any Assignee, as applicable, to the party named for Landowner in the Lease Agreement at the address for such party given in the Lease Agreement or such other single address designated by not less than thirty (30) days' prior written notice to Lessee and each such Assignee signed by all parties constituting Landowner. At Lessee's election, such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties constituting Landowner shall be solely responsible to notify Lessee and each Assignee in writing of any change in ownership of the Property or any portion thereof. Each of the parties constituting Landowner hereby irrevocably directs and authorizes Lessee and any Assignee to make all payments payable to Landowner under the Lease Agreement and to provide all notices to Landowner under the Lease Agreement directly to the party named in the Lease Agreement as agent for all parties constituting Landowner or such other single person that all parties constituting Landowner shall direct by written notice to Lessee and such Assignee. The parties constituting Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties constituting Landowner shall resolve any dispute they might have between themselves under the Lease Agreement or

any other agreement regarding any amount paid or payable to Landowner under the Lease Agreement or the performance of any obligation owed to Landowner under the Lease Agreement and shall not join Lessee or any Assignee in any such dispute or interfere with, delay, limit, or otherwise adversely affect any of the rights or remedies of Lessee or any such Assignee under the Lease Agreement in any way; provided that this will not limit the rights of Landowner under the Lease Agreement to enforce the obligations of Lessee or any Assignee under the Lease Agreement and so long as all parties constituting Landowner agree on pursuing such right or remedy and so notify Lessee and the applicable Assignee in writing.

7. **Multiple Counterparts.** This Lease Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Memorandum and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Lease Memorandum on the above date.

LANDOWNER

By: Kathryn M. Fleming, Trustee
Name: Kathryn M. Fleming, Trustee
Irvin H. Fleming Family Irrevocable Trust

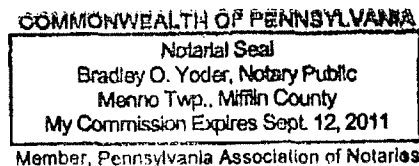
VOLKSWIND PENNSYLVANIA LAND HOLDINGS LLC
A Pennsylvania Limited Liability Company

By: Jeffrey Wagner
Name: Jeffrey Wagner
Its: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF Mifflin)

On this, the 16th day of MAY, 2011, before me, a Notary Public, the undersigned officer, personally appeared Kathryn M. Fleming, Trustee of the Irvin H. Fleming Family Irrevocable Trust, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

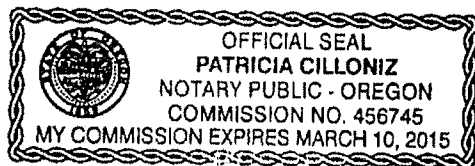



Bradley O. Yoder
Notary Public

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this, the 26 day of MAY, 2011, before me a Notary Public, the undersigned officer, personally appeared Jeffrey Wagner, who acknowledged himself to be the President of Volkswind Pennsylvania Land Holdings LLC, a Pennsylvania limited liability company, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

**EXHIBIT A
TO
MEMORANDUM OF WIND ENERGY LEASE AGREEMENT**

DESCRIPTION OF PROPERTY

All of that real property located in Menno Township, Mifflin County, Pennsylvania more particularly described as follows:

**Description of Lease
for
Volkswind USA Inc.**

LANDOWNER: The Irvin H. Fleming Family Irrevocable Trust

The below describes Landowner's parcel according to the deed of record. Leased Property is the portion thereof that includes the surface and an area through all space a distance of six hundred (600) feet in any horizontal direction from the crest (ridge of highest elevation) of the mountain, or approximately twenty and five tenths (20.5) acres, as depicted in Exhibit B. Where there is any lack of precision with regard to the parcel legal description, Landowner and Lessee agree the Parties intend, to the extent Landowner has the rights in the Property to convey, for purposes of this Agreement, the leased Property shall include the surface and an area through all space a distance of six hundred (600) feet in any horizontal direction from the crest (ridge of highest elevation) of the mountain.

Parcel: 18 ,07-0105WC,000

Township: Menno

County: Mifflin

Acres: 20.5

Legal Description:

TRACT NO. 2

ALL THAT CERTAIN tract of mountain land situate on Jacks Mounting in said Township, bounded on the East by land now or formerly of Joseph Hartzler, on the South by the mountain line, on the West by land now or formerly of James Fleming's Heirs, and on the North by land now or formerly of John Glick's Heirs.

CONTAINING 80 acres; per D.B. 510, P. 415

EXCEPTING AND RESERVING nevertheless thereout and therefrom 27 acres, more or less, which was conveyed to Samuel W. Fleming by deed dated May 31, 1902, and recorded in the Recorder's Office of Mifflin County, Pennsylvania, in Deed Book 74, Page 139

