

**HALFMOON TOWNSHIP
CENTRE COUNTY, PENNSYLVANIA**

RESOLUTION 2023-32

**A RESOLUTION OF THE TOWNSHIP OF HALFMOON, CENTRE COUNTY,
PENNSYLVANIA APPROVING AN AMENDMENT OF AN OPEN SPACE
PRESERVATION CONSERVATION LEASE AGREEMENT BETWEEN HALFMOON
TOWNSHIP AND BRENT W. & ERIKA A SHOFFNER HELD ON PROPERTY 17-4-6.**

WHEREAS, the Commonwealth of Pennsylvania has authorized the preservation, acquisition or holding of land for open space uses by its local governmental units under the Open Space Lands Act, "Act 153," (32 P.S. 5001 - 5011), and recognizes the benefits to the citizens of the Commonwealth of preserving or restricting the use of selected open space lands for uses, including but not limited to, agricultural, environmental, forest, scenic, recreational and historic; and

WHEREAS, the Commonwealth of Pennsylvania has enacted the Conservation and Preservation Easements Act (32 P.S. 5051-5059), and recognizes the importance and significant public and economic benefit of conservation and preservation easements in its ongoing efforts to protect, conserve or manage the use of the natural, historic, agricultural, open space and scenic resources of this Commonwealth; and

WHEREAS, on June 23, 2011, the Township of Halfmoon (the "Township") and John W. Heim, VIII ("Heim") entered into a Conservation Lease Agreement (the "Conservation Lease Agreement") pertaining to a parcel of real estate located at 4181 Halfmoon Valley Road, Warriors Mark, Pennsylvania, identified as Tax Parcel No. 17-004-006, and consisting of approximately 76.78 acres (the "Leased Premises"); and

WHEREAS, also on June 23, 2011, the Township and Heim executed a "Lease Amendment Agreement" (the "2011 Lease Amendment") pursuant to which the Conservation Lease Agreement was amended to provide for the advancement of the lease payment for a portion of the lease term, which Lease Amendment Agreement was recorded in the Centre County Recorder of Deeds in Record Book 2082 at page 0284; and

WHEREAS, on December 23, 2021, Heim conveyed title to the Leased Premises to Brent W. and Erika A. Shoffner ("Shoffner"), and the Township and Shoffner executed an Amendment and Assignment of Conservation Lease Agreement on March 9, 2022 acknowledging the transfer of title to the Leased Premises and the assignment of the Conservation Lease Agreement to Shoffner; and

WHEREAS, the Township and Shoffner desire to further amend the Conservation Lease Agreement in writing to change the reference in the fourth paragraph of the Recitals of the 2011 Lease Amendment from "for the final twenty years

of the initial term" to the "final ten years of the initial term", in order to correct an apparent clerical error in the 2011 Lease Amendment.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the Township of Halfmoon, at a regularly convened meeting of the Board, that the Township of Halfmoon, Centre County, Pennsylvania hereby approves an amendment to the Conservation Lease Agreement between Halfmoon Township and Brent W. and Erika A. Shoffner, as successors in interest to John W. Heim VIII, under the provisions of Halfmoon Township Ordinance No. 2003-02 as amended, to provide that the advancement of tender of lease payment will be for the final ten (10) years of the initial lease term, as provided in the proposed Amendment to Lease Agreement attached to this Resolution.

FURTHER RESOLVED that the proposed Amendment to Lease Agreement attached to this Resolution is hereby authorized and approved, and that the Chairman of the Board of Supervisors is hereby authorized to executed such Amendment on behalf of the Township.

By and for the Board of Supervisors of the Township of Halfmoon, Centre County, Pennsylvania this 12 day of October, 2023:

CERTIFICATE

The undersigned duly qualified and Chair of the Halfmoon Township Board of Supervisors, certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Board of Supervisors held on the 12 day of October, 2023.

RESOLVED and adopted this 12 day of October, 2023.

Attest:

By and For the Board of Supervisors:

Amy Smith
Township Secretary

David C. Piper
David C. Piper, Chair



AMENDMENT TO CONSERVATION LEASE AGREEMENT

THIS AMENDMENT TO CONSERVATION LEASE AGREEMENT (the "Amendment") is dated this 12 day of October, 2023, by and between **BRENT W. SHOFFNER AND ERIKA A. SHOFFNER**, of 4181 Halfmoon Valley Road, Warriors Mark, Centre County, Pennsylvania 16877 ("Landlord");

-AND-

THE TOWNSHIP OF HALFMOON, having its principal offices at 100 Municipal Lane, Port Matilda, Centre County, Pennsylvania 16870 ("Tenant").

BACKGROUND

A. On or about June 23, 2011, John V. Heim, VII and Tenant entered into a Conservation Lease Agreement (the "Lease") for the lease of certain property containing approximately 76.7838 acres of land, more or less, located in Halfmoon Township, Centre County, Pennsylvania, for an initial term of ninety-nine (99) years.

B. On June 23, 2011, the Lease was amended by a Lease Amendment Agreement (the "2011 Lease Amendment") to provide for certain terms regarding advance payment of rent to the Landlord, which 2011 Lease Amendment was recorded in the Centre County Recorder of Deeds in Record Book 02082 at page 0284.

C. Landlord, as successor-in-interest by assignment of the Lease, and Tenant desire to amend the 2011 Lease Amendment to change the portion of the initial lease term referenced in the fourth paragraph of the Recitals from the final twenty (20) years to the final ten (10) years of the lease term, in order to correct an apparent typographical error.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. Amendment. Paragraph 4 of the Recitals in the 2011 Lease Amendment is hereby deleted in its entirety and replaced with the following new paragraph:

"WHEREAS, the parties have determined to amend the lease to provide for advancement of tender of the lease payment for the following portion of the original lease term from July 1, 2100, to June 30, 2110, for the **final ten (10) years** of the initial term (hereinafter "Prepayment Period") and wish to memorialize this understanding; and"

2. Remainder of Agreement Unchanged; Recording. In all other respects, the Lease shall remain unchanged and in full force and effect, except as modified by this Amendment. The Amendment may be recorded in the public records of Centre County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment on the date and year first above-written.

LANDLORD:

WITNESS:

Brett Laird

Brett Laird

Brent W. Shoffner

Erika A. Shoffner

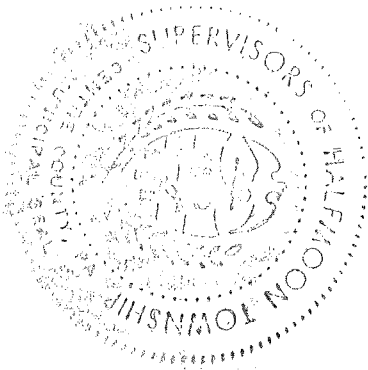
TENANT:

ATTEST:

TOWNSHIP OF HALFMOON

By: Amy Smith

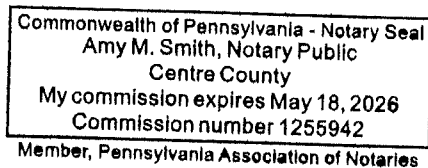
By: Daniel C. [Signature]



COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CENTRE)

On this, the 12 day of October, 2023, before me, a Notary Public, the undersigned officer, a Notary Public, personally appeared David C. Piper, who acknowledged himself to be the Chairman of the Township of Halfmoon Board of Supervisors, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Amy M. Smith
Notary Public
My Commission Expires: May 18, 2026

STATE OF Pennsylvania)
) SS:
COUNTY OF Centre)

On this, the 20th day of October, 2023, before me, the undersigned officer, a Notary Public, personally appeared Brent W. Shoffner and Erika A. Shoffner, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged they executed the same for the purposes therein contained.

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

Amy M. Smith
Notary Public
My Commission Expires:

