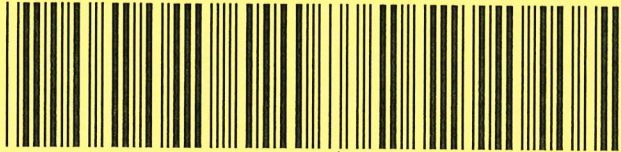


Centre County
Recorder Of Deeds

414 Holmes Street Suite 1
Bellefonte, PA 16823
814-355-6801



R 0 2 3 4 6 / 0 7 8 3

R02346/0783

6 pages

Instrument # 1107

Header Page

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and can be discarded after Recording.

Return To:

HALFMOON TOWNSHIP
100 MUNICIPAL LANE
PORT MATILDA PA 16870

6/6
\$25.50

CONSERVATION LEASE TERMINATION AGREEMENT

THIS CONSERVATION LEASE TERMINATION AGREEMENT (the "Lease Termination Agreement") is dated this 12 day of June, 2026 (the "Effective Date"), by and between **SAMUEL H. GRAY** and **EVELYN M. GRAY**, husband and wife, of 2704 Halfmoon Valley Road, Port Matilda, Pennsylvania 16870 ("Landowner"), and **HALFMOON TOWNSHIP**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 100 Municipal Lane, Port Matilda, Pennsylvania 16870 ("Township").

BACKGROUND

A. Landowner and Township are parties to a Conservation Lease Agreement dated July 1, 2006 (the "Lease"), under which Landowner leases to Township certain land owned by Landowner located at 2646 Halfmoon Valley Road, Port Matilda, Halfmoon Township, Pennsylvania 16870 (the "Property"), which Property is identified as Centre County Tax ID Number 17-004-025 and described in a Deed dated April 9, 1979 and recorded in the Centre County Recorder of Deeds at Deed Book 1955 at page 58³ (the "Leased Premises").

B. On or about April 27, 2006, Township and Landowner entered into a Lease Amendment Agreement (the "Lease Amendment Agreement"), pursuant to which Township issued an advance payment under the Lease in the amount of \$58,413.60 (the "Advance Payment").

C. Landowner intends to negotiate and enter into an agreement with the Centre County Agricultural Land Preservation Board ("CCALPB") for the grant of a permanent conservation easement in the Property (the "CCALPB Agreement").

D. As provided in Section 4.04(b)(2) of the Lease, the Lease may be terminated upon the finalization of the grant of such permanent conservation easement to a conservation group approved by Township.

E. By resolution duly adopted by the Township Supervisors, which is attached hereto as Exhibit "A", the Township approved CCALPB as such conservation group contemplated by Section 4.04(b)(2) of the Lease.

F. Township and Landowner desire to memorialize their understanding with respect to the termination of the Lease by this Lease Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Landowner and Township agree as follows:



R 02346-0783 Jun 26, 2026

HALFMOON TOWNSHIP

HALFMOON TOWNSHIP

06-26-2026

10:02:15

TERM 6 pgs

RECORDED OF DEEDS

1. **Termination of Lease.** The Lease shall terminate and expire effective as of July 23, 2026 (the "Termination Date"). As of the Termination Date, Township shall surrender possession of the Leased Premises to Landowner.

2. **Termination Payment.** Landowner agrees to make payment to Township in the amount of \$58,413.60 (the "Termination Payment"), which represents repayment to Township of the amount of the Advance Payment to be reimbursed to Township under the Lease Amendment Agreement for the remainder of the Term. The Termination Payment will be made by Landowner to Township no later than ten (10) business days after the date that Landowner and CCALPB execute the CCALPB Agreement for the permanent conservation easement.

3. **Effect of Termination.** Upon Township's receipt of the Termination Payment, neither Township or Landowner shall thereafter have any further liabilities or obligations under the Lease or this Lease Termination Agreement, excepting any liabilities or obligations which are expressly identified in the Lease as surviving the termination of the Lease.

4. **Default.** If Landowner fails to make payment of the Termination Payment to the Township as required by this Lease Termination Agreement, then Township may pursue any and all remedies at law or in equity, and the unpaid balance of the Termination Payment shall accrue interest at the maximum rate permitted by law. Landowner acknowledges and agrees that Township shall have, as one remedy for Landowner's failure to make such payment, the right to file a lien against the Leased Premises for the full amount of the outstanding Termination Payment, including all costs of collection, including reasonable attorneys' fees. The rights and remedies of the Township provided herein shall be cumulative and Township shall not be subject to any one remedy.

5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

6. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute but one and the same Agreement.

7. **Miscellaneous.** This Agreement constitutes the entire agreement between Landowner and Township regarding the subject matter hereof, may only be modified by a writing duly executed by both Landowner and Township, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and shall be binding upon Landowner and Township and their respective successors and assigns.

[Signature page follows]

**HALFMOON TOWNSHIP
CENTRE COUNTY, PENNSYLVANIA**

RESOLUTION 2026-18

**A RESOLUTION OF THE TOWNSHIP OF HALFMOON, CENTRE COUNTY,
PENNSYLVANIA AUTHORIZING THE TERMINATION OF AN OPEN SPACE
PRESERVATION CONSERVATION LEASE AGREEMENT BETWEEN THE
TOWNSHIP AND SAMUEL H. GRAY AND EVELYN M. GRAY CONCERNING
CENTRE COUNTY TAX PARCEL NUMBER 17-004-025.**

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 July 1, 2006, the Township entered into a Conservation Lease Agreement with Samuel H. and Evelyn M. Gray (the "Conservation Lease") pertaining to a parcel of real estate located at 2646 Halfmoon Valley Road, Port Matilda, Pennsylvania, identified as Centre County Tax Parcel No. 17-004-025 (the "Leased Premises"); and

WHEREAS, section 4.04(b)(2) of the Conservation Lease permits the Landowner to negotiate a permanent conservation or preservation easement with any conservation group approved by the Township during the term of the Lease; and

WHEREAS, Landowner intends to negotiate and enter into an agreement with the Centre County Agricultural Land Preservation Board ("CCALPB") for the grant of a permanent conservation easement in the Leased Premises (the "CCALPB Agreement"); and

WHEREAS, the Landowner and Township desire to terminate the Conservation Lease to allow for the conversion of the Township's open space interest to be converted to a permanent preservation easement.

NOW THEREFORE, BE IT RESOLVED as follows:

RESOLVED that the Township approves and authorizes the execution of a Lease Termination Agreement to terminate the Conservation Lease, in substantially the form attached to this Resolution.

BE IT FURTHER RESOLVED, that the Township approves CCALPB as an appropriate entity to enter into a permanent preservation easement for the Leased Premises.

BE IT FURTHER RESOLVED, that the Township shall record the Termination Agreement in the Centre County Recorder of Deeds Office immediately upon execution thereof, and the Landowner shall bear the costs of recordation.

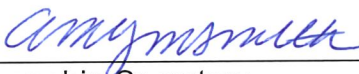
By and for the Board of Supervisors of the Township of Halfmoon, Centre County, Pennsylvania this 11 day of June, 2026:

CERTIFICATE

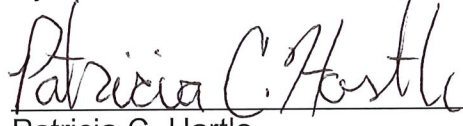
The undersigned duly qualified and Chair of the Halfmoon Township Board of Supervisors, certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Board of Supervisors held on the 11 day of June, 2026.

RESOLVED and adopted this 11 day of June, 2026.

Attest:


Township Secretary

By and For the Board of Supervisors:


Patricia C. Hartle



WITNESS:

Brett G Laird

Brett G Laird

ATTEST:

Amy Smith
Secretary

LANDOWNER:

Samuel H Gray
Samuel H. Gray

Evelyn M Gray
Evelyn M. Gray

TOWNSHIP:

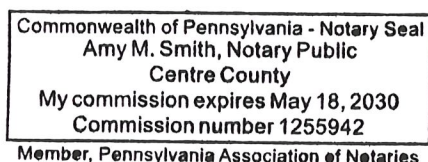
Patricia C. Hartle
Patricia C. Hartle, Chair

My commission expires May 18, 2020
Commission number 152885
County Clerk
Amy M. Smith, County Clerk
Commonwealth of Pennsylvania - Harrisburg

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CENTRE)

On this, the 12 day of June, 2026, before me, a Notary Public, the undersigned officer, a Notary Public, personally appeared Patricia C. Hartle, who acknowledged herself to be the Chair of the Township of Halfmoon Board of Supervisors, and that she 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.

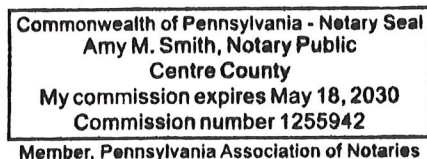


Amy Smith
Notary Public
My Commission Expires: May 18, 2030

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 23 day of June, 2026, before me, the undersigned officer, a Notary Public, personally appeared Samuel H. Gray and Evelyn M. Gray, 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.



Armonetta
Notary Public
My Commission Expires: *May 18, 2030*