



COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

COUNTY OF BUCKS

vs.

KINGDOM EQUITY PARTNERS LLC

NO. 2024-04699

**CIVIL COVER SHEET**

State Rule 205.5 requires this form be attached to any document commencing an action in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: Daniel D. Grieser Esquire, Esq., ID: 325445

Self-Represented (Pro Se) Litigant

Class Action Suit  Yes  No

MDJ Appeal  Yes  No

Money Damages Requested

Commencement of Action:  
Complaint

Amount in Controversy:  
\_\_\_\_\_

**Case Type and Code**

Real Property: \_\_\_\_\_

Other \_\_\_\_\_

**Other:** AGRICULTURAL EASEMENT ENFORCEMENT

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

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IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PA  
CIVIL DIVISION

**County of Bucks**  
55 East Court Street  
Doylestown, PA 18901

and

**Heritage Conservancy, Inc.**  
85 Old Dublin Pike  
Doylestown, PA 18901

Plaintiffs

vs.

**Kingdom Equity Partners LLC**  
5960 Durham Road  
Pipersville, PA 18947

and

**Kingdom Provisions LLC**  
5960 Durham Road  
Pipersville, PA 18947

Defendants

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CIVIL ACTION - EQUITY

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiffs. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Bucks County Bar Association  
135 East State Street  
Doylestown, PA 18901  
Phone (215) 348-9413 or 1 800 273 2929

**AMERICANS WITH DISABILITIES ACT OF 1990**

The Court of Common Pleas of Bucks County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

Terry W. Clemons, Esquire  
Attorney I.D. #18635  
Clemons Richter & Reiss, P.C.  
2003 S. Easton Road, Suite 300  
Doylestown, PA 18901  
(215) 348-1776  
Attorney for Plaintiffs

Daniel D. Grieser, Esquire  
Atty. I. D. # 325445  
55 East Court Street, Fifth Floor  
Doylestown, PA 18901  
Attorney for Plaintiff, Bucks County

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Pipersville, PA 18947

Defendants

---

CIVIL ACTION - EQUITY

**COMPLAINT**

**I. Parties:**

1. Plaintiff, County of Bucks, (hereinafter "County") is a county of the Second Class A under and pursuant to the County Code, 16 P.S. §101 et. seq., with offices at 55 East Court Street, Bucks County, PA 18901.



2. Plaintiff, Heritage Conservancy, Inc., (hereinafter “Heritage”) is a 501(c)(3) non-profit entity, with offices at 85 Old Dublin Pike, Doylestown, PA 18901.

3. Defendant, Kingdom Equity Partners LLC (hereinafter “KEP”) is a limited liability corporation with offices at 5960 Durham Road, Pipersville PA 18947.

4. Defendant, Kingdom Provisions LLC (hereinafter “KP”) is a limited liability corporation with offices at 5960 Durham Road, Pipersville PA 18947.

5. KEP is the owner of real property, identified as Tax Map Parcel No. 34-004-031, located at 5960 Durham Road, Pipersville, PA (Plumstead Township), Bucks County, Pennsylvania (hereafter the “Property”).

6. On July 25, 2023, The United States Department of Agriculture, Food Safety and Inspection Service granted KP an establishment number of M53882 for the stated activities of “meat processing and meat slaughter”<sup>1</sup> (“slaughterhouse”).

7. At all times relevant to this Complaint, KP operated out of and occupied, in part, the Property for the conduct of its business.

## **II. The Agriculturally Conserved Property:**

8. The Property is part of a “preserved” farm, protected by an agricultural conservation easement purchased, in part, by the County, Heritage, and the Commonwealth of Pennsylvania (hereinafter “Commonwealth”) from Plumstead Acquisitions, LLC, dated November 14, 2022, and recorded with the Bucks County Recorder of Deeds as Instrument Number 2022068607 on November 21, 2022 (hereinafter “Easement”). The County, Heritage, and the Commonwealth are Grantees

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<sup>1</sup> See USDA website, <https://www.fsis.usda.gov/inspection/fsis-inspected-establishments/kingdom-provisions>

of the Easement. A true and correct copy of the Easement is attached hereto as **Exhibit "A"**.

9. The Easement was acquired for \$884,120.00 and preserved 68.24 acres identified as Tax Parcels 34-004-031 (the Property), 34-004-033-004, 34-004-033-002, and 34-031-012.

10. The Property consists of 29.4 acres.

11. Plumstead Acquisitions, LLC conveyed the Property to KEP by deed dated December 14, 2023, and recorded with the Bucks County Recorder of Deeds as Instrument Number 2023062809 on December 18, 2023. The conveyance was made subject to the Easement. A true and correct copy of the Deed is attached hereto as **Exhibit "B"**.

12. The Easement does not except any portion of the Property from the Easement; thus, the entire Property is subject to the Easement and its terms.

13. The Easement provides that:

Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production").

14. The Easement further provides at Paragraph 6, "Rural Enterprises-Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted".

15. The Bucks County Agricultural Land Preservation Program Rules and Guidelines (hereinafter "Rules") define "Rural Enterprises" as:

Agricultural related services or activities associated with customary part-time or off season minor rural enterprises or activities incidental to agricultural production. These services and activities are permissible as long as they remain incidental to the agricultural and open space character of the farm. No excavating, paving, gravelling, construction of permanent structures, or other activities that would diminish the productive capacity of the soils are permitted in connection with such activities."

16. Paragraph 7 of the Easement requires that all agricultural production be conducted in accordance with a soil and water conservation plan approved by the County Conservation District (the "Conservation Plan").

17. Finally, the easement provides with respect to enforcement,

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

### **III. Violations of the Agricultural Easement**

18. Defendant KP slaughters and processes 300 to 400 animals per week.

19. None of the animals slaughtered are raised on the Property.

20. Operating a slaughterhouse which processes no animals raised on the Property does not constitute a Permitted Act described in paragraph 1 of the Easement since Permitted Acts require more than fifty percent of such processed or merchandised products be produced on the Property.

21. Defendant KP disposes of carcasses, blood and other by-products (“Food Processing Residuals” or “FPR”) on the Property.

22. Disposal of FPR is a separate and distinct action from operating a slaughterhouse, as FPR can be disposed of by sending it to a rendering plant or by other means.

23. Disposal of FPR on the Property does not constitute a Permitted Act as described in paragraph 1 of the Easement.

24. The Conservation Plan existing at the time the Easement was placed on the Property makes no reference to a slaughterhouse use on the Property, let alone how such use would be conducted.

25. The Pennsylvania Department of Environmental Protection (“DEP”) regulates FPR waste pursuant to the Solid Waste Management Act (32 P. S., §§680.1 et sec) and Regulations adopted at 25 Pa. Code, Chapter 287.

26. DEP has promulgated a Food Processing Residual Management Manual establishing standards for the proper use and disposal of FPR waste.

27. Likewise, the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) has established standards for the treatment or disposal of animal carcasses.

28. Defendant KP’s operation is not conducted in compliance with the standards of either DEP or NRCS.

29. As a consequence, blood is being released from the slaughterhouse operation onto the Property and surrounding areas. In addition, decaying food processing waste has been deposited on the Property creating offensive odors. Photographs depicting the manner in which earth is being disturbed and blood and animal parts are being disposed of on the Property are attached hereto as **Exhibit "C"**.

30. Releasing blood and depositing food processing residuals on the Property do not constitute agricultural production and are not permitted by the Easement.

31. Releasing blood and depositing food processing residuals on the Property will not improve and maintain the soil, water, and related plant and animal resources on the Property, which is specified as part of the soil and water conservation plan required by paragraph 7 of the Easement.

32. On October 26, 2023, Mr. John Ives, Bucks County Director of Agricultural Land Preservation and Open Space Programs, visited the Property and conducted the initial required farm inspection, in accordance with 7 Pa. Code §138e.<sup>2</sup>

33. While at the Property, Ives identified two areas of concern regarding the Property. First, the butcher shop use (slaughterhouse) potentially did not meet the Easement's definition of a permitted use, and second, miscellaneous debris and soil piles were located on the Property.

34. Ives identified these concerns in a certified letter dated October 26, 2023, that was sent to Plumstead Acquisitions, LLC, the owner of the Property at that time. Ives identified solutions to rectify the listed violations. A copy of the letter is attached hereto as **Exhibit "D"**.

35. On December 14, 2023, Plumstead Acquisitions, LLC sold the Property to KEP. Mr. Ephraim Z. Stoltzfus has identified himself as a principal of KEP and KP.

36. On April 24, 2024, Mr. Ives visited the Property to conduct a follow-up monitoring inspection and speak with Mr. Stoltzfus.

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<sup>2</sup> 7 Pa. Code 138e requires the initial inspection to be completed within 1 year of the farmland being preserved.

37. While at the Property, Ives informed Mr. Stoltzfus that additional information was required to explain how the current use of the property meets the Easement's definition of permitted acts and reiterated the same two areas of concern regarding the Property as he did in October 2023. Mr. Ives also informed Mr. Stoltzfus that pursuant to paragraph 7 of the Easement, the conservation plan was required to be updated to address the current uses.

38. Ives identified these concerns in a certified letter to Mr. Stoltzfus dated April 26, 2024. Ives identified solutions to rectify the listed violations. A copy of the letter is attached hereto as **Exhibit "E"**.

39. The April 26 letter informed Mr. Stoltzfus that after 20 days, a letter of violation could be issued if the concerns were not remedied.

40. Mr. Ives did not receive any communication from Mr. Stoltzfus within the 20 days.

41. On May 22, 2024, County and Heritage sent a Notice of Violation to Mr. Stoltzfus via certified mail. A copy of the notice is attached hereto as **Exhibit "F"**.

**A. Slaughterhouse/Meat Processing Operation**

42. As a USDA meat processing and meat slaughter entity, KP is subject to regular inspections from the USDA and Pennsylvania Department of Environmental Protection (hereinafter "DEP").

43. DEP inspected the property on July 6, July 23, and July 31 of 2023.

44. During the July 6, 2023 inspection, a KP employee noted that between 300 and 400 animals are slaughtered each week and that some animals are sourced from auctions and others are brought in privately by customers.

45. During his two visits to the property, Mr. Ives observed several animals in a pen next to the slaughterhouse. Mr. Ives did not observe any animals being raised on the Property, other than two beef cattle that were described as family animals by an employee.

46. Mr. Stoltzfus informed the County that he intends to continue to slaughter sheep, goats and cattle at the Property.

47. One hundred percent (100%) of the animals that are being slaughtered and processed at the KP facility are being raised elsewhere and trucked onto the Property for processing.

48. Paragraph 1 of the Easement requires that more than 50% of the products processed be produced on the subject property.

**B. Disposal of FPR on the Property**

49. Disposal of FPR is a separate and distinct action from operating a slaughterhouse, as FPR can be managed by sending it to a rendering plant or by other means.

50. Disposal of FPR on the Property does not constitute a Permitted Act as described in paragraph 1 of the Easement.

51. Disposal of FPR on the Property is not consistent with the requirements of the soil and water conservation plan as specified in paragraph 7 of the Easement.

**C. Soil and Water Conservation Plan**

52. The Conservation Plan prepared for the Property in 2022 contains no reference to a slaughterhouse being operated on the Property.

53. On or about July 2, 2024, KP submitted to the Bucks County Conservation District an Agricultural Erosion and Sediment Control Plan (“Plan”) intended to address the slaughterhouse operation. However, other than a general description stating that FPRs are intended to be generated and processed, the Plan fails to address how the KP facility will meet any of the standards established by the DEP and NRCS for the disposal of FPR waste as described above.

54. The Plan submitted by KP to the Bucks County Conservation District on or about July 2, 2024, failed to include a nutrient management component meeting the requirements in paragraph 7 of the Easement.

**IV. Causes of Action**

**Count I**  
**County of Bucks and Heritage Conservancy, LLC**  
**v.**  
**Kingdom Equity Partners LLC and Kingdom Provisions LLC**  
**Enforcement of Easement (Permitted Acts)**

55. Plaintiffs hereby incorporate herein by reference paragraphs 1 through 54 as though more fully set forth herein.

56. Defendants are in violation of the Easement by conducting a slaughterhouse/meat processing operation on the Property in violation of the Deed of Agricultural Conservation Easement on the Property.



57. Defendants' use of the Property for the slaughter and processing of animals not raised on the Property is not a Permitted Act as described in paragraph 1 of the Easement and is therefore a violation of the Easement.

58. The slaughter of livestock, more than 50 percent of which are brought from off-site, and the sale of the resulting products is not agricultural production within the meaning of the Deed of Agricultural Conservation Easement and hence is not a Permitted Act described in paragraph 1 of the Easement.

59. Disposal of FPR on the Property does not constitute a Permitted Act as described in paragraph 1 of the Easement and violates the Easement.

60. Paragraph 9 of the Easement entitles Plaintiffs to an injunction to compel compliance with the Easement and to recover costs and damages, including reasonable attorney's fees.

**WHEREFORE**, Plaintiffs respectfully request:

(a) that this Honorable Court enter an Order prohibiting Defendants from operating a slaughterhouse on the Property when less than fifty percent of animals to be slaughtered are raised on the Property;

(b) requiring Defendants to cease disposing of FPR anywhere on the Property and to restore those areas of the Property impacted by the deposit of FPR to the condition that existed prior to the violation of the Easement;

(c) that this Honorable Court enter an Order requiring Defendants to pay all costs, damages and attorney's fees incurred by County and Heritage in enforcing the Easement as provided by Paragraph 9 of the Easement; and

(d) that the Court grant such other general relief as may be just and proper.

**Count II**  
**County of Bucks and Heritage Conservancy, LLC**  
**v.**  
**Kingdom Equity Partners LLC and Kingdom Provisions LLC**  
**Enforcement of Easement (Conservation Plan)**

61. Plaintiffs hereby incorporate herein by reference paragraphs 1 through 54 as though more fully set forth herein.

62. Defendants are in violation of the Easement by conducting a slaughterhouse/meat processing operation on the Property in violation of the Deed of Agricultural Conservation Easement on the Property.

63. Defendants are in violation of the Easement by failing to update the soil and water conservation plan to reflect the change in the basic type of agricultural production taking place on the Property, as required in paragraph 7 of the Easement.

64. Defendants are in violation of the Easement by failing to include in the soil and water conservation plan an installation schedule and maintenance program and a nutrient management component which, when implemented, will improve and maintain the soil, water, and related plant and animal resources of the land, as required in paragraph 7 of the Easement.

65. Paragraph 9 of the Easement entitles Plaintiffs to an injunction to compel compliance with the Easement and to recover costs and damages, including reasonable attorney's fees.

**WHEREFORE**, Plaintiffs respectfully request:

(a) that this Honorable Court enter an Order prohibiting Defendants from operating a slaughterhouse on the Property and from disposing Food Processing Residual waste on the Property;

(b) that this Honorable Court Defendants to prepare and file an updated and approved soil and water conservation plan meeting the requirements of paragraph 7 of the Easement; and to restore those areas of the Property impacted by the deposit of Food Processing Residual waste to the condition that existed prior to the violation of the Easement;

(c) that this Honorable Court enter an Order requiring Defendants to pay all costs, damages and attorney's fees incurred by County and Heritage in enforcing the Easement as provided by Paragraph 9 of the Easement; and

(d) that the Court grant such other general relief as may be just and proper.

**Count III**  
**County of Bucks and Heritage Conservancy, LLC**  
**v.**  
**Kingdom Equity Partners LLC and Kingdom Provisions LLC**  
**Enforcement of Easement (Conservation Plan)**

66. Plaintiffs hereby incorporate herein by reference paragraphs 1 through 54 as though more fully set forth herein.

67. Defendants are in violation of the Easement by conducting a slaughterhouse/meat processing operation on the Property in violation of the Deed of Agricultural Conservation Easement on the Property.

68. Defendants' disposal of Food Processing Residual waste on the Property from the slaughter of 300 to 400 animals a week is in violation of paragraph 7 of the


Easement, which requires that nutrient management on the Property will improve and maintain the soil, water, and related plant and animal resources of the land.

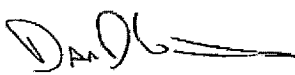
**WHEREFORE**, Plaintiffs respectfully request:

(a) that this Honorable Court enter an Order prohibiting Defendants from depositing Food Processing Residual waste on the Property and requiring Defendants to restore those areas of the Property impacted by the deposit of Food Processing Residual waste to the condition that existed prior to the violation of the Easement;

(b) that this Honorable Court enter an Order requiring Defendants to pay all costs, damages and attorney's fees incurred by County and Heritage in enforcing the Easement as provided by Paragraph 9 of the Easement; and

(c) that the Court grant such other general relief as may be just and proper.

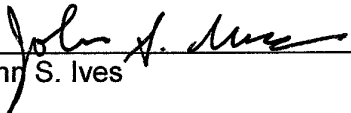
By:   
Terry W. Clemons, Esquire  
Attorney I.D. No. 18635  
2003 S. Easton Road, Suite 300  
Doylestown, PA 18901  
Attorney for Plaintiffs, County of Bucks and  
Heritage Conservancy, Inc.

By:   
Daniel D. Grieser, Esquire  
Atty. I. D. No. 325445  
55 East Court Street, Fifth Floor  
Doylestown, PA 18901  
Attorney for Plaintiff, County of Bucks

**VERIFICATION**

I, John S. Ives, Director of Agricultural Land Preservation and Open Space Programs for Bucks County, verify that the statements made in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

Date: 07/23/2024

By:   
John S. Ives

**VERIFICATION**

I, Kris Kern, Vice President of Heritage Conservancy, Inc., verify that the statements made in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

Date: 07/24/2024

By:   
Kris Kern

**BUCKS COUNTY RECORDER OF DEEDS**  
55 East Court Street  
Doylestown, Pennsylvania 18901  
(215) 348-6209

Instrument Number - 2022068607

Recorded On 11/21/2022 At 8:07:24 AM

\* Total Pages - 18

\* Instrument Type - EASEMENT - NO PROPERTY TRANSFER

Invoice Number - 1307960                      User - TLF

\* Grantor - PLUMSTEAD ACQUISITIONS LLC

\* Grantee - COMMONWEALTH OF PENNSYLVANIA

\* Customer - SIMPLIFILE LC E-RECORDING

**FEES**

RECORDING FEES	\$147.75
TOTAL PAID	\$147.75

Bucks County UPI Certification  
On November 18, 2022 By TF

This is a certification page  
**DO NOT DETACH**  
This page is now part  
of this legal document.

COPY

RETURN DOCUMENT TO:  
LAND SERVICES USA, INC. SOUTHAMPTON  
735 STREET ROAD  
SOUTHAMPTON, PA 18966

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Bucks County, Pennsylvania.



*Daniel J. McPhillips*

Daniel J. McPhillips  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

CERTIFIED PROPERTY IDENTIFICATION NUMBERS		
34-004-031-	-	PLUMSTEAD TWP
34-004-031--002	-	PLUMSTEAD TWP
34-031-012-	-	PLUMSTEAD TWP
34-004-033--004	-	PLUMSTEAD TWP
CERTIFIED 11/18/2022 BY TF		

Prepared By:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

Return To:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

UPI# 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004

**DPERMULTISCNP (10-2013)**

**DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO THE COMMONWEALTH OF PENNSYLVANIA, A COUNTY AND AN ELIGIBLE  
NON PROFIT ENTITY JOINTLY IN PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this 14th day of November, 2022, by and between Plumstead Acquisitions, LLC  
(hereinafter, "Grantor") and  
the Commonwealth of Pennsylvania, the County of Bucks, Pennsylvania and  
Heritage Conservancy, Inc., an Eligible Non Profit Entity, located within the County of  
Bucks, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint  
ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended  
(hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in  
Plumstead Township Township, Bucks County, Pennsylvania more  
particularly described in Exhibit "A" attached hereto consisting of 68.24 acres and all  
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to  
purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Bucks  
County, Pennsylvania has determined to purchase an agricultural conservation easement in the  
subject land pursuant to the Act;

AND WHEREAS, the Eligible Non Profit Entity of Bucks County,  
Pennsylvania has determined to purchase an agricultural conservation easement in the subject  
land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have  
agreed to release or subordinate their interests in the subject land to this Deed of Agricultural  
Conservation Easement and to refrain from any action inconsistent with its purpose;

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



NOW THEREFORE, in consideration of the sum of \$ 887,120.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 46.15 percent joint owner, the County of Bucks, Pennsylvania as 46.15 percent joint owner, and Heritage Conservancy, Inc., an Eligible Non Profit Entity located within the County of Bucks, Pennsylvania, as a 7.70 percent joint owner their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn, and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood, and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. The term DOES NOT INCLUDE ACTIVITIY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures – The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

(a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

(b) The construction of one additional residential structure is permitted if;

(i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,

(ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

(iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and

(iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.

The renovation or modification of an existing residential structure, or an addition to an existing residential structure is permitted if it would not increase the curtilage of the residential structure.

The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Bucks, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on February 14, year of 2005, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by

underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten (10) years and upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and
- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activity on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance of transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

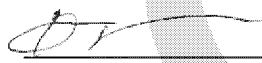
To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.


AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR  
Plumstead Acquisitions, LLC

Witness:

  
\_\_\_\_\_

 [Seal]

Nicholas Lykon, Member [Seal]

 [Seal]

Dewey Bunch, Member [Seal]

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this, the 11-14-22 day of November, 2022, before me, the undersigned Notary Public, personally appeared **Nicholas Lykon**, and **Dewey Bunch** who acknowledged themselves to be the **Members** of **Plumstead Acquisitions, LLC** and as such **Members** being authorized to do so execute the foregoing instrument for the purposes therein contained.

Witness my hand and Notarial seal the day and year aforesaid.

Commonwealth of Pennsylvania - Notary Seal  
Keith E. Froggatt, Notary Public  
Bucks County  
My commission expires April 16, 2026  
Commission number 1054230  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031 Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, South 37° 08' 45" West, for a distance of 1456.19 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-03-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

2. North 44° 51' 26" West, for a distance of 178.12 feet to a pipe found, thence;
3. South 38° 04' 59" West, for a distance of 409.06 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 53° 12' 36" West, for a distance of 575.47 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
5. Along said dividing line and then along TMP 34-004-030, lands N/F Donald R. & Evelyn L. King, North 36° 50' 30" East, for a distance of 1497.05 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp, thence;

The following two (2) courses and distances along said dividing line:

6. South 52° 48' 17" East, for a distance of 81.69 feet to an iron pin found, thence;
7. North 36° 49' 58" East, passing over an iron pin found 25.03 feet from the end of this course, for a total distance of 346.81 feet to a point on or near the centerline of Durham Road, thence;

*Metes and Bounds Description*  
TMP 34-004-031, Lands N/F Plumstead Acquisitions, LLC  
Plumstead Township, Bucks County, Pennsylvania

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8. Along Durham Road, South 52° 52' 24" East for a distance of 686.69 feet to the Point of Beginning.

Containing 1,306,338 square feet or 29.99 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



COPY

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031-002 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along Durham Road, South 52° 57' 12" East, for a distance of 377.45 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-011, lands N/F Bronwyn Ruhfass & Kenneth Gafgen, thence;
2. Along said dividing line, then along TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, then along TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC, then along TMP 34004-033-001, lands N/F Timothy W. & Kristine S. Bryan, then TMP 34-004-033-012, lands N/F Ralph J. DePalma, then along TMP 34-004-003-013, lands N/F James G. & Patricia J. Dyckes, and then partially along TMP 34-004-033-007, lands N/F Christopher Cerrito, South 37° 11' 49" West, passing over an iron pin found 25.14 feet from the start of this course, also passing over an iron pin found 200.14 feet from the start of this course, for a total distance of 1509.69 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;
3. Along said dividing line, North 44° 51' 21" West, for a distance of 379.79 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, for a distance of 1456.19 feet to the Point of Beginning.

Containing 558,748 square feet or 12.83 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-031-012 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 57° 16' 50" West, for a distance of 51.42 feet to a point on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-002, lands N/F Javan Kontz, thence;
2. Along said dividing line, and then along TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, North 46° 13' 10" West, passing over a pipe found 20.46 feet from the start of this course, for a total distance of 405.68 feet to a point on the dividing line between said lands of Plumstead Acquisitions and said lands of Kiljanski, thence;
3. Along said dividing line, South 57° 06' 50" West, for a distance of 400.03 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, thence;
4. Along said dividing line, North 46° 10' 21" West, for a distance of 365.61 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
5. Along said dividing line, North 37° 11' 49" East, for a distance of 439.74 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, thence;
6. Along said dividing line, and then along TMP 34-031-014, lands N/F William C. Jr. & Theresa Vanhorn, and then TMP 34-031-009, lands N/F Debra A. Weber, South 46° 12' 19" East, passing over a pipe found 251.67 feet from the start of this course, for a total distance of 504.42 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Weber, thence;
7. Along said dividing line, North 36° 55' 41" East, for a distance of 248.16 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-008, lands N/F John M. & Bridget H. Ciabrone, thence;

*Metes and Bounds Description*

*TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC  
Plumstead Township, Bucks County, Pennsylvania*

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- 8. Along said dividing line, then along TMP 34-031-007, lands N/F William R. & Nadine A. Reinhardt, and then along TMP 34-031-006, lands N/F Dale E. & Alvina M. Ives, South 52° 54' 10" East, for a distance of 300.00 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-005, lands N/F Erin J. Dougherty, thence;
- 9. Along said dividing line, South 19° 50' 38" West, for a distance of 33.72 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-004, lands N/F Candy L. Pisarek, thence;
- 10. Along said dividing line, and then along TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, South 57° 17' 25" West, for a distance of 256.10 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Koch-Lohman, thence;
- 11. Along said dividing line, South 46° 26' 20" East for a distance of 199.33 feet to the Point of Beginning.

Containing 284,208 square feet or 6.52 acres, more or less.

Dated: January 27, 2022  
 File No.: 21-07004  
 Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
 Pennsylvania License No.: SU043355E  
 DPR/jm



COPY

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-033-004 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 51° 10' 21" West for a distance of 50.13 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley Gouldley R., Jr. & Brenda Kay, thence;

The following two (2) courses and distances along said dividing line:

2. North 42° 56' 39" West for a distance of 280.84 feet to a point, thence;
3. South 51° 16' 51" West for a distance of 318.79 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-035-001, lands N/F Joseph M. Lee, thence;
4. Along said dividing line, North 53° 59' 39" West for a distance of 1118.64 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-011, lands N/F Wayne L. & Nancy K. Bunting, thence;
5. Along said dividing line and then along TMP 34-004-027, lands N/F Frederick S. Hutch, North 36° 17' 31" East for a distance of 430.42 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
6. Along said dividing line, North 38° 24' 51" East for a distance of 273.63 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
7. Along said dividing line, South 53° 12' 36" East for a distance of 575.47 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

*Metes and Bounds Description*  
TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC  
Plumstead Township, Bucks County, Pennsylvania

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- 8. South 47° 25' 59" East for a distance of 656.55 feet to a point, thence;
- 9. South 41° 33' 45" East for a distance of 45.15 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, thence;

The following two (2) courses and distances along said dividing line:

- 10. South 51° 16' 13" West for a distance of 264.73 feet to a concrete monument found, thence;
- 11. South 42° 58' 02" East, passing over a concrete monument found 40.10 feet from the end of this course, for a total distance of 280.86 feet to the Point of Beginning.

Containing 829,394 square feet or 19.04 acres, more or less.

Dated: January 27, 2022  
 File No.: 21-07004  
 Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
 Pennsylvania License No.: SU043355E  
 DPR/jm



COPY

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# Exhibit 7.d

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Plumstead Acquisitions, LLC  
 Address: 6176 Haring Rd. City: Perkasie State: PA Zip: 18944  
 Telephone: 215.766.7208  
 Township: Plumstead Easement Acreage: 68.24

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by Sarah Crooke, Crooke Farms, dated 01/07/2022, and identified as plan number HUC12: 020401050703 or as amended, is located on file in the Bucks County Planning Commission office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138e. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. HUC12: 020401050703 for Tract(s) No. T2660-1 through 6, T1444-7,  
 If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation. T1444-8 T1293-9

DH31A 11/14/22  
 Operator/Owner Date Witness Date

Operator/Owner Date Witness Date

Conservation Plan approved by the NRCS & BC Agricultural as prepared by Sarah Crooke, Crooke Farms Land Preservation Board

Kenneth Goldenberg 11-14-22  
 Board Representative Date

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.





1830019105

RECORDER'S USE ONLY

REV-183 BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

State Tax Paid: Book: Instrument Number: Date Recorded: Page:

SECTION I TRANSFER DATA

Date of Acceptance of Document Plumstead Acquisitions, LLC, a Pennsylvania limited liability company Telephone Number 215-766-7208 County of Bucks and Commonwealth of Pennsylvania Telephone Number 215-345-3409 Mailing Address 4380 APPLEBUTTER ROAD Mailing Address 1240 ALMSHOUSE ROAD City PERLASIE State PA ZIP Code 18944 City DOYLESTOWN State PA ZIP Code 18901

SECTION II REAL ESTATE LOCATION

Street Address Durham Road and Stump Road City, Township, Borough Plumstead Township County Bucks School District Central Bucks School District Tax Districts 34-004-031-002, 34-031-012, 34-004-031-002, 34-004-033-004

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO 1. Actual Cash Consideration 887,120.00 2. Other Consideration + 3. Total Consideration = 887,120.00 4. County Assessed Value 206,040- 5. Common Level Ratio Factor x .1370 6. Computed Value = 82,822,748-

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 2,822,748.00 1b. Percentage of Grantor's Interest in Real Estate This is a FARM LAND OF PRESERVATION EASEMENT 1c. Percentage of Grantor's Interest Conveyed This is a FARM LAND OF PRESERVATION EASEMENT %

- 2. Fill in the Appropriate Oval Below for Exemption Claimed. Will or intestate succession. Transfer to a trust. Transfer from a trust. Transfer between principal and agent/straw party. Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. Transfer from mortgagor to a holder of a mortgage in default. Corrective or confirmatory deed. Statutory corporate consolidation, merger or division. Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.) This is Exempt by STATE LAW

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name County of Bucks and the Commonwealth of Pennsylvania Telephone Number (215) 345-3409 Mailing Address 1240 ALMSHOUSE RD City DOYLESTOWN State PA ZIP Code 18901

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party John A. [Signature] Date 11-14-22

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

Case# 2024-04699-0 - JUDGE-44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**BUCKS COUNTY RECORDER OF DEEDS**  
55 East Court Street  
Doylestown, Pennsylvania 18901  
(215) 348-6209

**EXHIBIT B - 5 pgs**

Instrument Number - 2023052809

Recorded On 12/18/2023 At 8:17:21 AM

\* Total Pages - 5

\* Instrument Type - DEED

Invoice Number - 1360590 User - CB

\* Grantor - PLUMSTEAD AQUISITION LLC

\* Grantee - KINGDOM EQUITY PARTNERS LLC

\* Customer - SIMPLIFILE LC E-RECORDING

**\* FEES**

STATE TRANSFER TAX	\$10,000.00
RECORDING FEES	\$81.75
CENTRAL BUCKS SCHOOL	\$5,000.00
DISTRICT REALTY TAX	
PLUMSTEAD TOWNSHIP	\$5,000.00
<b>TOTAL PAID</b>	<b>\$20,081.75</b>

Bucks County UPI Certification  
On December 15, 2023 By TF

**This is a certification page**  
**DO NOT DETACH**  
**This page is now part**  
**of this legal document.**

COPY

**RETURN DOCUMENT TO:**  
**NESHAMINY ABSTRACT, LLC**  
**540 PENNSYLVANIA AVE&#10;SUITE 30**  
**FORT WASHINGTON, PA 19034-3310**

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Bucks County, Pennsylvania.



*Daniel J. McPhillips*

Daniel J. McPhillips  
Recorder of Deeds

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

1BDA9A



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

CERTIFIED PROPERTY IDENTIFICATION NUMBERS  
34-004-031- - PLUMSTEAD TWP  
CERTIFIED 12/15/2023 BY TF

Prepared by and Return to:  
Neshaminy Abstract, LLC  
540 Pennsylvania Avenue, Suite 307  
Fort Washington, PA 19034  
(215) 348-1848

Premises:  
5960 Durham Road  
Pipersville, PA 18947  
Parcel No 34-004-031

Order No. FN-87620-PA

**This Indenture**, made the 14th day of December, 2023,

**Between**

**Plumstead Aquisition, LLC, a Pennsylvania Limited Liability Company**  
(hereinafter called the Grantor), of the one part, and

**Kingdom Equity Partners, LLC, a Limited Liability Company**  
(hereinafter called the Grantee), of the other part,

**Witnesseth**, that the said Grantor for and in consideration of the sum of **ONE MILLION AND 00/100 (\$1,000,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, in fee.

ALL THAT CERTAIN tract of land situate in the Township of Plumstead, County of Bucks and Commonwealth of Pennsylvania, bounded and described according to a plan of Subdivision prepared for Wesley Gouldey by James H. Strothers Associates dated 5/29/80 and revised 6/20/80 and recorded at Doylestown in Plan Book 200 page 19, as follows, to wit:

BEING Lot No. 1 on said Plan.

Being part of the same premises which Gouldey and Sons, Inc. a Pennsylvania corporation (A), Brent E. Gouldey and Carey F. Gouldey and Wesley R. Gouldey, Successor Trustees of the Wesley R. Gouldey, Sr. and Marilyn F. Gouldey Revocable Living Trust, dated March 12, 2007 (B) and Brent E. Gouldey, Carey F. Gouldey and Wesley R. Gouldey, Co-Executors of the Estate of Wesley R. Gouldey, Sr. a/k/a Wesley R. Gouldey, deceased (C & D) by Deed dated 4/20/2021, and effective 4/23/2021 and recorded 4/20/2021 in Bucks County in Instrument # 2021040488 conveyed unto Plumstead Acquisitions, LLC, a Pennsylvania limited liability company, in fee.

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

**Together with** all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

**To have and to hold** the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, to and for the only proper use and behoof of the said Grantee, their heirs and assigns, forever.

**And** the said Grantor, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and assigns, that they, the said Grantor, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, against it, the said Grantor, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

**In Witness Whereof**, the party of the first part have hereunto set their hands and seals. Dated the day and year first above written.

**Sealed and Delibered**  
IN THE PRESENCE OF US:

\_\_\_\_\_

Plumstead Aquisition, LLC, a Pennsylvania  
Limited Liability Company

By: \_\_\_\_\_  
Nicholas Lykon, Member

By: \_\_\_\_\_  
Dewey H. Bunch, III, Member

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Bucks :

On this, the 14<sup>th</sup> day of December 2023, before me, a Notary Public, the undersigned officer, personally appeared **Nicholas Lykon and Dewey H. Bunch, III**, who acknowledged himself to be the Members of **Plumstead Aquisition, LLC, a Pennsylvania Limited Liability Company** (the "Company"), and that they, as such members, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by themselves as such members.

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

Sandra J. Bennett  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
SANDRA J. BENNETT, Notary Public  
Montgomery County  
My Commission Expires October 21, 2024  
Commission Number 1010300

The precise residence and the complete post office address of the above-named Grantee is:

233 Gunhart Rd  
Mohnton, Pa 19540

[Signature]  
On behalf of the Grantee

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Deed

Parcel No. 34-004-031

Plumstead Aquisition, LLC

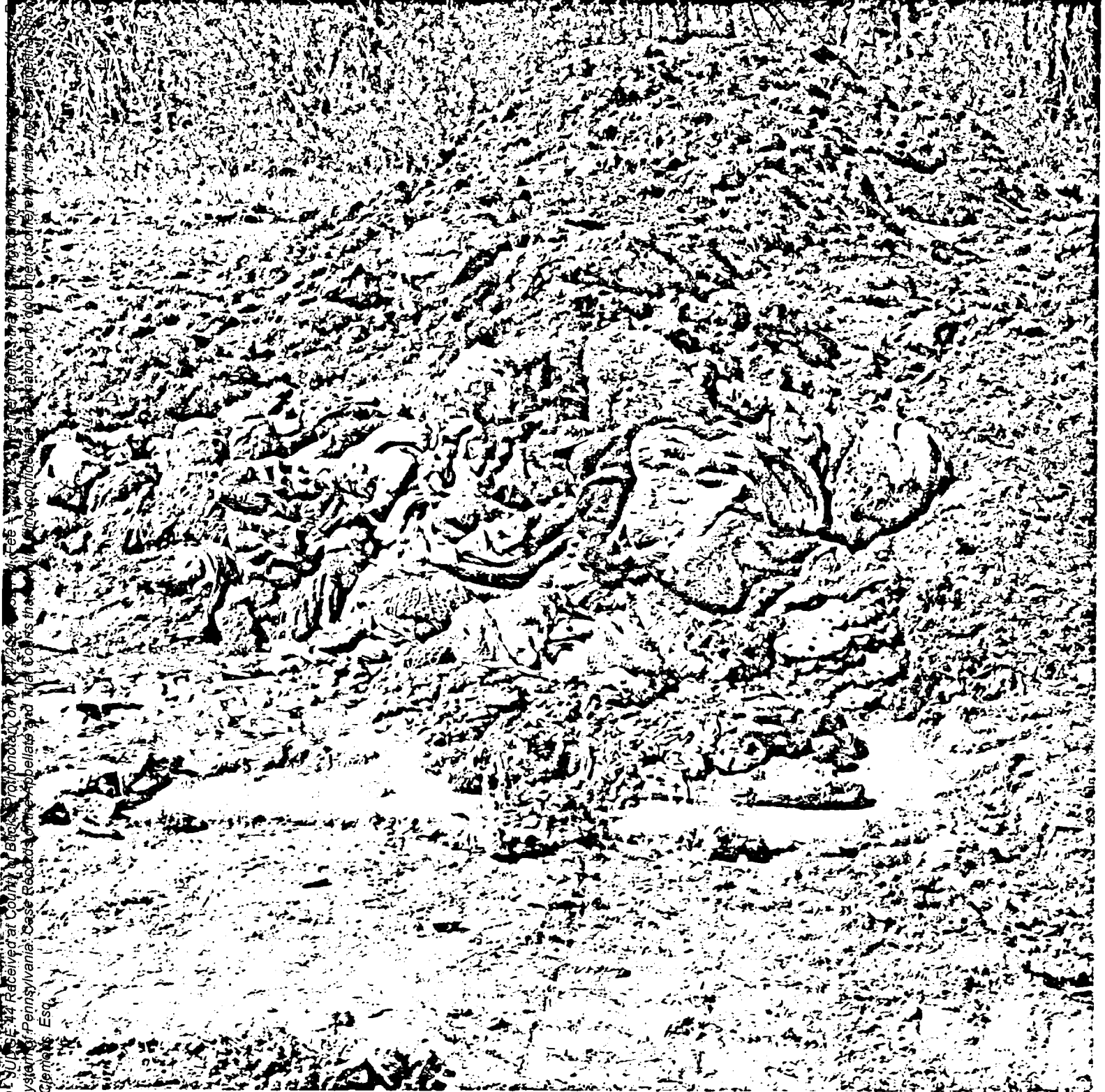
TO

Kingdom Equity Partners, LLC

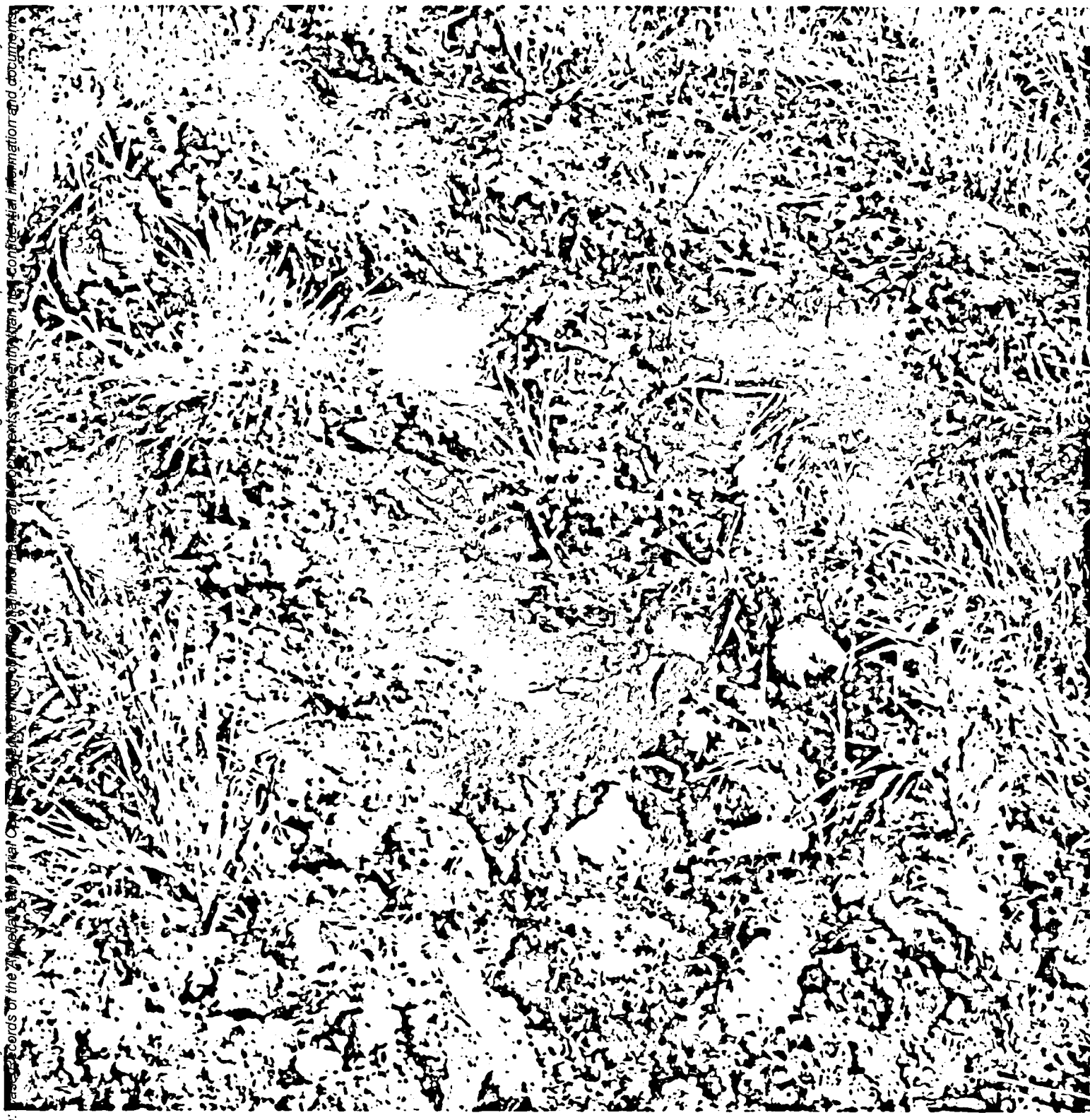
PROPERTY

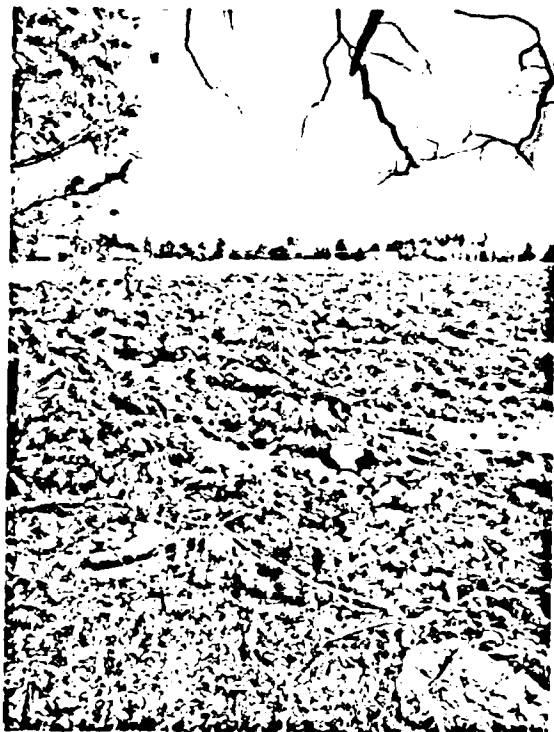
5960 Durham Road,  
Pipersville, PA 18947

Neshaminy Abstract, LLC  
540 Pennsylvania Avenue, Suite 307  
Fort Washington, PA 19034  
(215) 348-1848



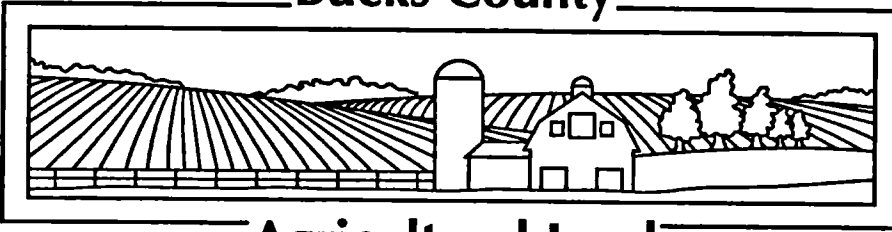
Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: E-Filed by: Terry W. Clemons, Esq.







# Bucks County



## Agricultural Land Preservation Program



County Commissioners:  
Robert J. Harvie Jr., *Chair*  
Diane M. Ellis-Marseglia, LCSW, *Vice Chair*  
Gene DiGirolamo, *Secretary*

*Board:*  
*Chair*, KEN GOLDENBERG  
*Vice Chair*, MARTIN SCHAEFER  
*Treasurer*, JAMES NILSEN  
WESLEY M. SCHMIDT  
KENNETH W. BUYP  
WILLIAM H. YERKES, 3<sup>rd</sup>  
JONATHAN R. SNIPES  
DAVID R. WOLFINGER  
BARTLEY E. MILLETT  
*Administrator*, JOHN S. IVES

October 26, 2023

Plumstead Acquisitions, LLC  
C/o Chip Bunch and Nick Lykon  
6176 Haring Road  
Perkasie, PA 18944

Re: Plumstead Acquisitions, LLC Inspection Monitoring  
5960 Durham Road, Pipersville, PA 18947

Dear Mr. Bunch and Mr. Lykon:

On October 3, 2023, John Ives and Dan Grieser from Bucks County and Estelle Wynn Dolan from Natural Lands visited the Plumstead Acquisition, LLC preserved farm tracts located in Plumstead Township to perform the required farm inspection and monitoring. The inspection was performed in accordance with Chapter 138e. Agricultural Area Security Law, sections 138.e.204-206 and the Pennsylvania Agricultural Conservation Easement Purchase Program. The four tracts inspected include TMPs #34-004-031; 34-004-033-004; #34-004-033-002; and #34-031-012 and were preserved by a Deed of Agricultural Conservation Easement (ACE) dated November 14, 2022 with Bucks County, Commonwealth of Pennsylvania, and Heritage Conservancy, Inc. as grantees. The ACE was acquired for \$887,120.00 and covers 68.24 acres.

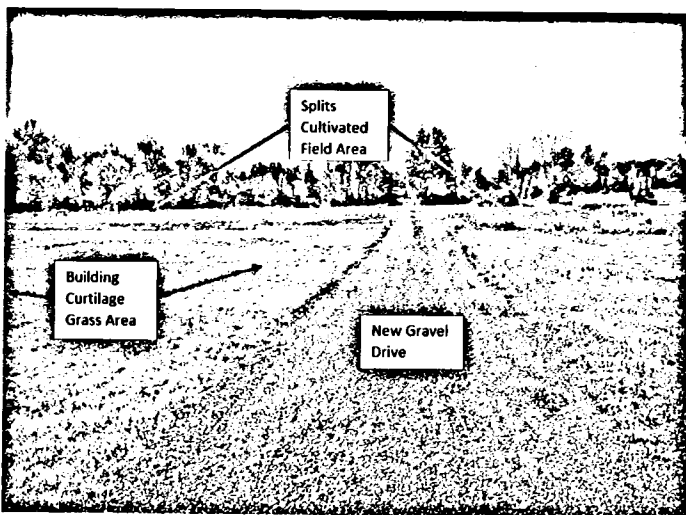
Our inspection included the following observations that require follow up conversation in order to determine compliance with the ACE. Enclosed with this letter is the current monitoring worksheet report, dated October 3, 2023, the recorded Deed of Agricultural Conservation Easement, dated November 14, 2022, and the current Conservation plan, dated January 7, 2022.

Our concerns are listed below:

1. TMP #34-004-031-002

- **Gravel Access Drive:** A new gravel access drive has been established within the easement area on TMP #34-004-031-002 that intersects with S.R. 413 (Durham Road) and runs to the existing horse barn area in the center of the property. The drive traverses through a portion of grass area that is associated with the building curtilage area on the subject tract and through a designated crop area (labeled Cropland Tract 2660-2) as noted in the Conservation Plan, prepared by Crooke Farms and dated January 7, 2022.

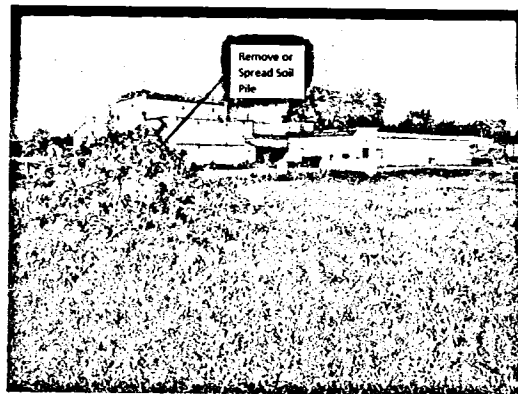
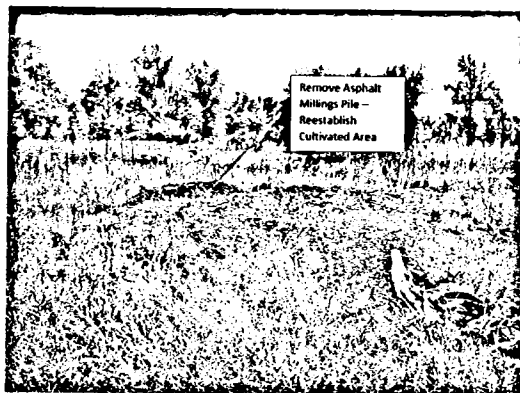
Concerns: The intent and purpose of the access drive is not clear. It appears it may be for horse trailer access to the existing barn on the tract and adjacent paddocks. Questions include: Is it only for the tenant(s) that lease the house on the tract? Is it used for farm equipment and/or the farmer operator managing the fields? Does it comply with Plumstead Township ordinance requirements (zoning and land development) as well as applicable state regulations when intersecting with a state road (S.R. 413/Durham Road)?



Picture of New Gravel Drive – 10/3/23

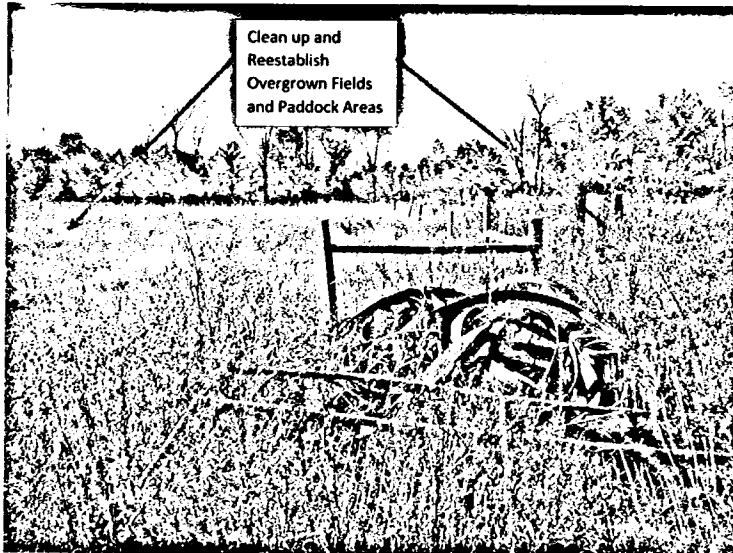
- Miscellaneous Debris Piles: Several debris piles were noted on the tract that include piled dirt and an asphalt milling pile. See photographs below.

Solution and Remedy: The dirt pile should be spread and the asphalt millings pile should be removed.



- Horse Paddocks/Grazing Cell Areas: It was observed that several of the fenced-in paddock and horse grazing pens and surrounding areas are overgrown with successional grasses, flowers, and herbaceous shrubs. It appears to be non-active and a non-cultivated area. The Conservation Plan

labels this 5.1-acre area as cropland (Tract 2660-8 with a conversion to pastureland). See photographs below.



10/3/23

Solution and Remedy: Clean up and reestablish functioning paddock and grazing/pasture/crop areas within the areas that are fenced and the remaining area of Tract 2660-8.

In addition, is there a commercial equine activity that includes boarding, training, or instruction on the tract?

2. TMP #34-004-033-004

- **Soil Health:** In order to ensure soil health on the subject tract, the conservation practices noted in the Conservation Plan should be maintained. These practices include reducing sheet and rill erosion and maintaining soil health and organic matter content. The owner/farm operator should adhere to the sod and crop rotation schedule.



Picture of Sod Area – 10/3/23

### 3. TMP #34-004-031

- **Butcher Shop Use:** The pre-existing butcher shop use has continued in operation and is a permitted rural enterprise agricultural use. Paragraph 1. Permitted Acts of the Deed of Agricultural Conservation Easement notes *"During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production")."* The greater than fifty percent rule applies to the butcher shop use, which means that greater than fifty percent of the animals processed should be raised on-site. It does not appear that this requirement was in compliance.

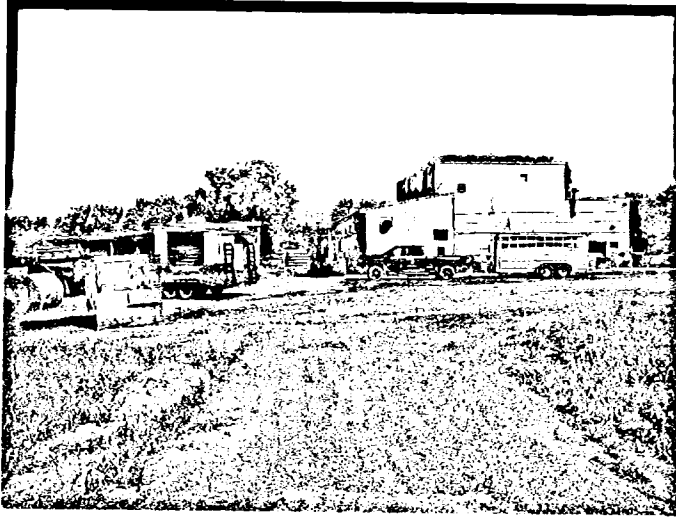
Following discussion with the tenants of the tract, it appears the ultimate goal is to raise/hold animals on-site that will be processed (thereby complying with the greater than 50 percent clause), as well as convert some surrounding crop land into pastureland to support the on-site animals.

**Solution and Remedy:** For our understanding and clarity of the activities associated with the butcher shop, it is recommended that the owner prepare and provide a short and long term plan of action describing the intent of future improvements regarding the butcher shop and surrounding grounds. The plan should display and define the movement of trucks and trailers, parking areas, exterior outdoor pasture and grazing areas, proposed fencing and sheds/animal enclosures anticipated to be located on the site.

- **Miscellaneous Debris/Soil Piles:** Clean up debris/soil piles on the tract.

**Solution and Remedy:** The dirt piles should be spread or repurposed.





*General Pictures around the Butcher Shop – 10/3/23*

Next Steps

1. Please contact John Ives at 215.345.3409 within 20 days from the date of this notification letter to discuss the observations of the monitoring inspection that was performed on October 3, 2023. Failure to contact us within the 20-day timeframe or begin remedial measures to remedy the concerns may result in a notice of violation to be issued.
2. Future Enforcement: According to Chapter 138e.206 of the Agricultural Conservation Easement Program:
  - (a) Sixty days after the mailing of a notice of violation, the county board shall commence and prosecute an action in the court of common pleas of the county in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms if the easement, and other appropriate relief, unless the county board does one of the following:
    - (1) Determines with the State Board that the violation has been corrected.
    - (2) Completes the following requirements:
      - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot be reasonably completed within the 60-day period described in this subsection.
      - (ii) Established a period not to exceed 1 year within which the corrective measures shall be completed.
  - (b) The county board shall commence and prosecute the enforcement action described in subsection (a) if the violation is not corrected within the time established under subsection (a)(2)(ii).
  - (c) The owner of the restricted land shall bear the costs associated with the correction of a violation of the easement, including:

- (1) Costs of work required and materials used to correct the violation.
- (2) Administrative costs incurred by the county board and the State Board.
- (3) Court costs and reasonable attorneys' fees incurred by the county board and the State Board in enforcing the easement.

Sincerely,



John Ives

Director Agricultural Land Preservation & Municipal Open Space Programs

Cc: Evan Stone, Executive Director, Bucks County Planning Commission (via email)  
Dan Grieser, Deputy County Solicitor, Bucks County Law Department (via email)  
Angela P. Benner, Manager, Plumstead Township (via email)  
Estelle Wynn Dolan, Land Protection Specialist, Natural Lands (via email)  
Kris Kern, Vice President, Heritage Conservancy (via email)

# Monitoring Worksheet



# Annual Monitoring Worksheet

Date: 10/03/2023

*The purpose of monitoring is to ensure compliance with program policy, the terms of the easement deeds, evaluate restoration progress, determine restoration repairs or enhancements needed to ensure maximum environmental benefits, and to maintain contact with landowners or partners. Staff with applicable expertise should collect the monitoring information. Partners with the appropriate technical expertise may be authorized to conduct monitoring reviews. The landowner or decision maker should be offered the opportunity to participate in monitoring reviews. Photographs from designated points are recommended when conducting onsite monitoring.*

## Landowner Information

Landowner(s): Plumstead Acquisitions, LLC

Farm Address: 5960 Durham Road City: Pipersville Zip Code: 18947

Owner Address: Plumstead Acquisitions, LLC City: Pipersville Zip Code: 18947

Phone Number: 215.766.7208 Parcel Number: # 34-4-31,-33-4,-31-2,34-31-12

Monitor(s): John Ives, Dan Grieser, Estelle Wynn Dolan (Natural Lands) Acreage: 68.24

Monitoring Date: 10/03/2023 Date of Easement: 11/14/2022

1. Was current ownership verified? (Ownership must be verified) Yes  No   
 Date of verification: 9/25/2023 Verified By: John Ives

2. If there is a new landowner, were they notified of the easement and have records been updated? Yes  No   
 New landowner name(s) (if applicable): \_\_\_\_\_

3. Landowner requested follow up: Yes  No   
 List requested follow up: \_\_\_\_\_

4. Have any new structures been built since the last visit? Yes  No   
 Please list if applicable: Renovated butcher shop building

5. Are there plans for any new structures? Yes  No   
 Please list if applicable: \_\_\_\_\_

6. Has the permitted additional residence been built? Yes  No

7. Was the landowner or decision maker present during the interview? Yes  No

8. Condition of Sign : sign not installed yet

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**Monitoring Questions**

1. Are the terms and conditions of the easement deed being met? (e.g., dumping, unauthorized uses, no encroachment, etc.) Yes  No

List unauthorized uses, if applicable: \_\_\_\_\_

2. Is there evidence or knowledge of a spill or release of hazardous substances, such as petroleum products or other potential environmental hazards on the property since the last monitoring event? Yes  No

*If yes, describe and indicate the locations on a property/site map. Consult with appropriate administrative, technical and legal staff to take required action(s).*

List required actions items (if applicable): \_\_\_\_\_

3. Are objectives of the conservation plan being met? Yes  No

If no, list action items: \_\_\_\_\_

4. What are the current agricultural activities on the farm? Crops  Livestock   
Other: Butcher shop, sod/crops, horse

5. Are there noxious plant or pest species issues? Yes  No

If yes, list species present: \_\_\_\_\_

6. Are there areas of concern or of future violation potential? Yes  No

If yes, identify actions that may be needed to prevent this: Comply with Conservation Plan, >50% of processed products must be produced on the subject land, remove debris piles

7. Are there follow up needs or plans for the site (e.g., conservation plan implementation, selling/sub-dividing easement, improvements needed for the site)? Yes  No

8. Are there landowner/partner suggestions or comments? Yes  No

If yes, list suggestions or comments: \_\_\_\_\_

# Recorded Deed of Agricultural Conservation Easement

**BUCKS COUNTY RECORDER OF DEEDS**

55 East Court Street  
Doylestown, Pennsylvania 18901  
(215) 348-8209

Instrument Number - 2022068607

Recorded On 11/21/2022 At 8:07:24 AM

\* Total Pages - 18

\* Instrument Type - EASEMENT - NO PROPERTY TRANSFER

Invoice Number - 1307960 User - TLF

\* Grantor - PLUMSTEAD ACQUISITIONS LLC

\* Grantee - COMMONWEALTH OF PENNSYLVANIA

\* Customer - SIMPLIFILE LC E-RECORDING

**\* FEES**

RECORDING FEES	\$147.75
TOTAL PAID	\$147.75

Bucks County UPI Certification On November 18, 2022 By TF
--

<p>This is a certification page</p> <p><b>DO NOT DETACH</b></p> <p>This page is now part of this legal document.</p>
--

**RETURN DOCUMENT TO:**  
LAND SERVICES USA, INC. SOUTHAMPTON  
735 STREET ROAD  
SOUTHAMPTON, PA 18966

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Bucks County, Pennsylvania.



*Daniel J. McPhillips*

Daniel J. McPhillips  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

Prepared By:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

Return To:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

UPI# 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004

**DPERMULTISCNP (10-2013)**

**DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO THE COMMONWEALTH OF PENNSYLVANIA, A COUNTY AND AN ELIGIBLE  
NON PROFIT ENTITY JOINTLY IN PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this 14th day of November, 2022, by and between Plumstead Acquisitions, LLC  
(hereinafter, "Grantor") and  
the Commonwealth of Pennsylvania, the County of Bucks, Pennsylvania and  
Heritage Conservancy, Inc., an Eligible Non Profit Entity, located within the County of  
Bucks, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint  
ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended  
(hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in  
Plumstead Township Township, Bucks County, Pennsylvania more  
particularly described in Exhibit "A" attached hereto consisting of 68.24 acres and all  
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to  
purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Bucks  
County, Pennsylvania has determined to purchase an agricultural conservation easement in the  
subject land pursuant to the Act;

AND WHEREAS, the Eligible Non Profit Entity of Bucks County,  
Pennsylvania has determined to purchase an agricultural conservation easement in the subject  
land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have  
agreed to release or subordinate their interests in the subject land to this Deed of Agricultural  
Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 887,120.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 46.15 percent joint owner, the County of Bucks, Pennsylvania as 46.15 percent joint owner, and Heritage Conservancy, Inc., an Eligible Non Profit Entity located within the County of Bucks, Pennsylvania, as a 7.70 percent joint owner their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn, and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood, and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. The term DOES NOT INCLUDE ACTIVITIY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures – The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

(a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

(b) The construction of one additional residential structure is permitted if;

(i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,

(ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

(iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and

(iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.

The renovation or modification of an existing residential structure, or an addition to an existing residential structure is permitted if it would not increase the curtilage of the residential structure.

The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Bucks, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on February 14, year of 2005, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by

underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten (10) years and upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and
- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activity on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance of transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.



This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.


To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR  
Plumstead Acquisitions, LLC


Witness:

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Nicholas Lykon, Member

[Seal]

[Seal]

  
\_\_\_\_\_  
Dewey Bunch, Member

[Seal]

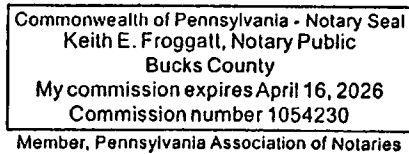
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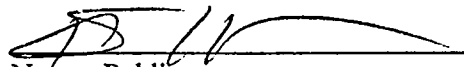
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this, the 11-14-22 day of November, 2022, before me, the undersigned Notary Public, personally appeared **Nicholas Lykon**, and **Dewey Bunch** who acknowledged themselves to be the **Members of Plumstead Acquisitions, LLC** and as such **Members** being authorized to do so execute the foregoing instrument for the purposes therein contained.

Witness my hand and Notarial seal the day and year aforesaid.



  
Notary Public

My commission expires: \_\_\_\_\_



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031 Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, South 37° 08' 45" West, for a distance of 1456.19 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-03-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

2. North 44° 51' 26" West, for a distance of 178.12 feet to a pipe found, thence;
3. South 38° 04' 59" West, for a distance of 409.06 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 53° 12' 36" West, for a distance of 575.47 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
5. Along said dividing line and then along TMP 34-004-030, lands N/F Donald R. & Evelyn L. King, North 36° 50' 30" East, for a distance of 1497.05 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp, thence;

The following two (2) courses and distances along said dividing line:

6. South 52° 48' 17" East, for a distance of 81.69 feet to an iron pin found, thence;
7. North 36° 49' 58" East, passing over an iron pin found 25.03 feet from the end of this course, for a total distance of 346.81 feet to a point on or near the centerline of Durham Road, thence;

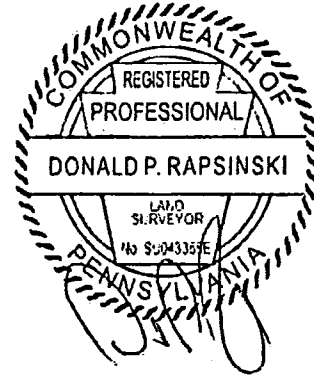
*Metes and Bounds Description*  
*TMP 34-004-031, Lands N/F Plumstead Acquisitions, LLC*  
*Plumstead Township, Bucks County, Pennsylvania*

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8. Along Durham Road, South 52° 52' 24" East for a distance of 686.69 feet to the Point of Beginning.

Containing 1,306,338 square feet or 29.99 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description  
TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC  
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031-002 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along Durham Road, South 52° 57' 12" East, for a distance of 377.45 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-011, lands N/F Bronwyn Ruhfass & Kenneth Gafgen, thence;
2. Along said dividing line, then along TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, then along TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC, then along TMP 34004-033-001, lands N/F Timothy W. & Kristine S. Bryan, then TMP 34-004-033-012, lands N/F Ralph J. DePalma, then along TMP 34-004-003-013, lands N/F James G. & Patricia J. Dyckes, and then partially along TMP 34-004-033-007, lands N/F Christopher Cerrito, South 37° 11' 49" West, passing over an iron pin found 25.14 feet from the start of this course, also passing over an iron pin found 200.14 feet from the start of this course, for a total distance of 1509.69 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;
3. Along said dividing line, North 44° 51' 21" West, for a distance of 379.79 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, for a distance of 1456.19 feet to the Point of Beginning.

Containing 558,748 square feet or 12.83 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-031-012 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, and from said Point of Beginning, thence:

1. Along Stump Road (33' wide), South 57° 16' 50" West, for a distance of 51.42 feet to a point on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-002, lands N/F Javan Kontz, thence;
2. Along said dividing line, and then along TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, North 46° 13' 10" West, passing over a pipe found 20.46 feet from the start of this course, for a total distance of 405.68 feet to a point on the dividing line between said lands of Plumstead Acquisitions and said lands of Kiljanski, thence;
3. Along said dividing line, South 57° 06' 50" West, for a distance of 400.03 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, thence;
4. Along said dividing line, North 46° 10' 21" West, for a distance of 365.61 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
5. Along said dividing line, North 37° 11' 49" East, for a distance of 439.74 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisia Wogonowski, thence;
6. Along said dividing line, and then along TMP 34-031-014, lands N/F William C. Jr. & Theresa Vanhorn, and then TMP 34-031-009, lands N/F Debra A. Weber, South 46° 12' 19" East, passing over a pipe found 251.67 feet from the start of this course, for a total distance of 504.42 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Weber, thence;
7. Along said dividing line, North 36° 55' 41" East, for a distance of 248.16 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-008, lands N/F John M. & Bridget H. Ciabrone, thence;

**Metes and Bounds Description**  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

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8. Along said dividing line, then along TMP 34-031-007, lands N/F William R. & Nadine A. Reinhardt, and then along TMP 34-031-006, lands N/F Dale E. & Alvina M. Ives, South 52° 54' 10" East, for a distance of 300.00 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-005, lands N/F Erin J. Dougherty, thence;
9. Along said dividing line, South 19° 50' 38" West, for a distance of 33.72 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-004, lands N/F Candy L. Pisarek, thence;
10. Along said dividing line, and then along TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, South 57° 17' 25" West, for a distance of 256.10 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Koch-Lohman, thence;
11. Along said dividing line, South 46° 26' 20" East for a distance of 199.33 feet to the Point of Beginning.

Containing 284,208 square feet or 6.52 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-033-004 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 51° 10' 21" West for a distance of 50.13 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley Gouldey R., Jr. & Brenda Kay, thence;

The following two (2) courses and distances along said dividing line:

2. North 42° 56' 39" West for a distance of 280.84 feet to a point, thence;
3. South 51° 16' 51" West for a distance of 318.79 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-035-001, lands N/F Joseph M. Lee, thence;
4. Along said dividing line, North 53° 59' 39" West for a distance of 1118.64 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-011, lands N/F Wayne L. & Nancy K. Bunting, thence;
5. Along said dividing line and then along TMP 34-004-027, lands N/F Frederick S. Hutch, North 36° 17' 31" East for a distance of 430.42 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
6. Along said dividing line, North 38° 24' 51" East for a distance of 273.63 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
7. Along said dividing line, South 53° 12' 36" East for a distance of 575.47 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:



*Metes and Bounds Description*  
*TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC*  
*Plumstead Township, Bucks County, Pennsylvania*

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8. South 47° 25' 59" East for a distance of 656.55 feet to a point, thence;
9. South 41° 33' 45" East for a distance of 45.15 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, thence;

The following two (2) courses and distances along said dividing line:

10. South 51° 16' 13" West for a distance of 264.73 feet to a concrete monument found, thence;
11. South 42° 58' 02" East, passing over a concrete monument found 40.10 feet from the end of this course, for a total distance of 280.86 feet to the Point of Beginning.

Containing 829,394 square feet or 19.04 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Exhibit 7.d

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Plumstead Acquisitions, LLC  
Address: 6176 Haring Rd. City: Perkasie State: PA Zip: 18944  
Telephone: 215.766.7208  
Township: Plumstead Easement Acreage: 68.24

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by Sarah Crooke, Crooke Farms, dated 01/07/2022, and identified as plan number HUC12: 020401050703 or as amended, is located on file in the Bucks County Planning Commission office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138e. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. HUC12: 020401050703 for Tract(s) No. 7266001 through 6, T1444-7,  
If the management or operation of this property changes, I/We will contact the County Board and/or T1464-8 conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give T1283-9 permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

DHBA 11/14/22  
Operator/Owner Date Witness Date

\_\_\_\_\_  
Operator/Owner Date Witness Date

Conservation Plan approved by the NRCS & BC Agricultural as prepared by Sarah Crooke, Crooke Farms Land Preservation Board

Kenneth Goldschmidt 11-14-22  
Board Representative Date



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

**REV-183**  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX STATEMENT OF VALUE**  
COMPLETE EACH SECTION

**RECORDER'S USE ONLY**  
State Tax Paid:  
Book: Page:  
Instrument Number:  
Date Recorded:

**SECTION I TRANSFER DATA**

Date of Acceptance of Document  
Grantor(s) **Plumstead Acquisitions, LLC, a Pennsylvania limited liability company** Telephone Number **215-766-7208** County/Parish of Pennsylvania **Bucks** Telephone Number **215-345-3409**  
Mailing Address **4380 APPIEBUTER ROAD** Mailing Address **1240 ALMHOUSE ROAD**  
City **PERkasie** State **PA** ZIP Code **18944** City **DOYLESTOWN** State **PA** ZIP Code **18901**

**SECTION II REAL ESTATE LOCATION**

Street Address **Durham Road and Stump Road** City, Township, Borough **Plumstead Township**  
County **Bucks** School District **Central Bucks School District** Tax Districts **34-004-031-002, 34-004-031-002, 34-004-033-004**

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO  
1. Actual Cash Consideration **887,120.00** 2. Other Consideration **+** 3. Total Consideration **= 887,120.00**  
4. County Assessed Value **206,040-** 5. Common Level Ratio Factor **x 13.70** 6. Computed Value **= \$2,822,798-**

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed **\$ 2,822,798.00** 1b. Percentage of Grantor's Interest in Real Estate **This is a portion of PRESERVATION EASEMENT** 1c. Percentage of Grantor's Interest Conveyed **This is a portion of PRESERVATION EASEMENT %**

2. Fill in the Appropriate Oval Below for Exemption Claimed.  
 Will or intestate succession. (Name of Decedent) (Estate File Number)  
 Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)  
 Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)  
 Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)  
 Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)  
 Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)  
 Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)  
 Statutory corporate consolidation, merger or division. (Attach copy of articles.)  
 Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)  
**This is exempt by STATE LAW**

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name **County of Bucks and the Commonwealth of Pennsylvania** Telephone Number **(215) 345-3409**  
Mailing Address **1240 ALMHOUSE RD** City **DOYLESTOWN** State **PA** ZIP Code **18901**

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.  
Signature of Correspondent or Responsible Party **John A. [Signature]** Date **11-14-22**

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

## Conservation Plan

# Conservation Plan

## Gouldley Property Plumstead Acquisitions, LLC

5960 Durham Road  
Pipersville, PA 18947

215.783.0504

Prepared By:

---

Sarah Crooke

**CROOKE**  
F A R M S

883 Deep Run Road  
Perkasie, PA 18944  
267.374.7290

# TABLE OF CONTENTS

## Objective Statement

Site Map

## Farmstead (Production & Manure Handling Facilities)

Not Applicable - no animals or manure are managed by Plumstead Acquisitions, LLC

## Land Treatment (Cropland) Practice Narratives

328 - Conservation Crop Rotation

345 - Residue Management: Mulch Till

560 - Access Road

## Land Use Requirements

Soil Map & Description

Topographic Map

RUSLE

Near Stream Guidance

## Objective Statement

Located in Plumsteadville Township, Bucks County, Plumstead Acquisitions, LLC owns a 68.9 acre property that is being submitted for land preservation. The 29 tillable acres are managed by Shan – Gri – La Sod Farm for the production of sod and small grains. 16.6 acres are in the process of being converted to pastures. Roughly 17 acres are in woodland, and the remaining 6 acres consist of the property's headquarters. The headquarters and converted pastureland are rented. The tenants are responsible for both the pasture maintenance and the associated manure management.

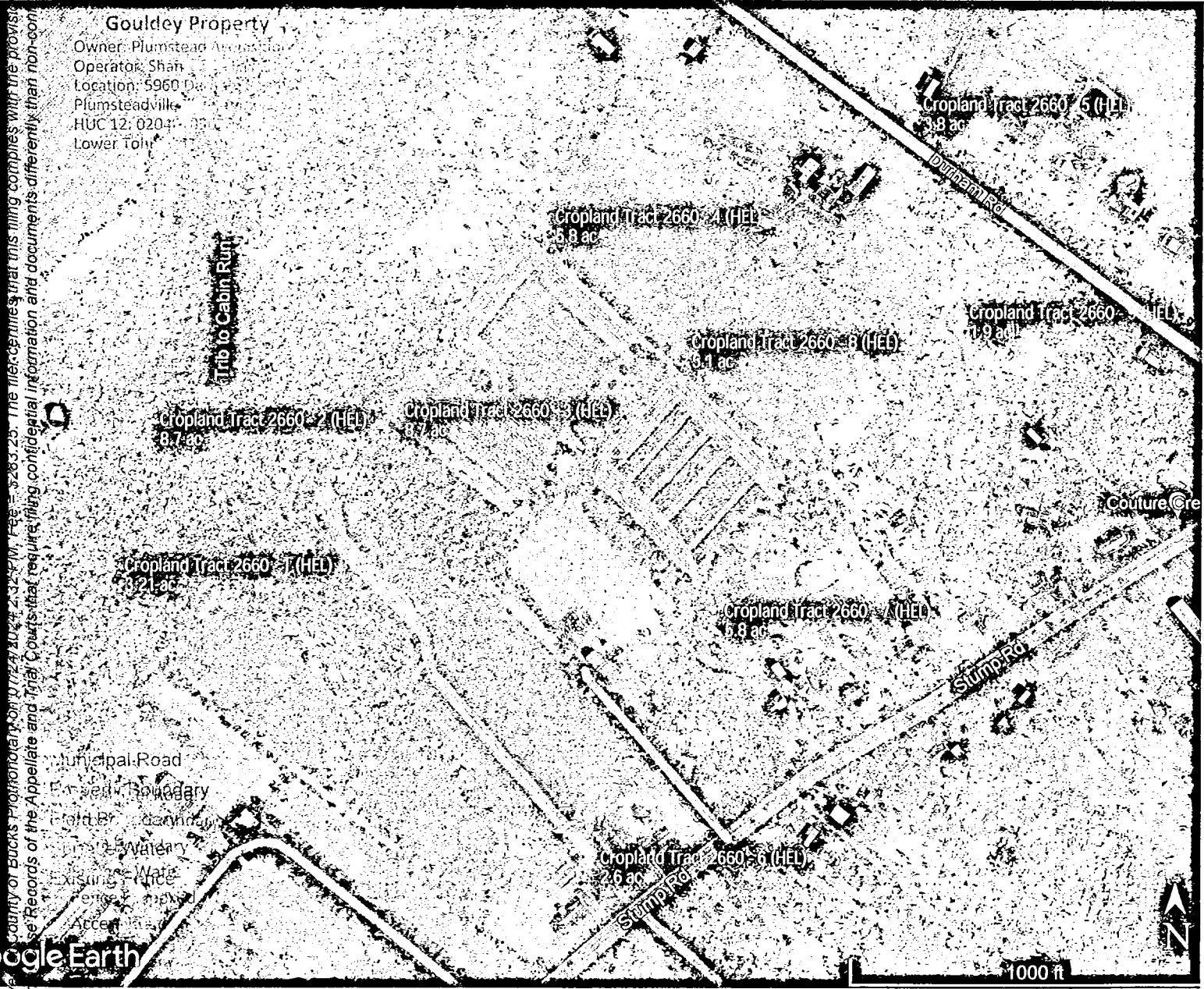
No manure is land applied to the crop fields. No animals are managed by Plumstead Acquisitions, LLC.

The estimated soil loss rate for cropland in this conservation plan meets the tolerable (T) rate of soil loss over the planned crop rotation. Potential and existing gullies have been or will be treated through this plan. The RUSLE2 soil loss calculations are attached, and calculations are based on the management of sod, followed by a double crop of wheat and soybeans. This conservation plan will be updated should a new crop rotation be implemented.

All near-stream areas have been fully evaluated as per Section III of the NRCS Technical Guide.

The conservation plan has taken into consideration Federal, State and local laws and regulations. All permit requirements will be fully documented during the final design phase with input from the appropriate regulatory authorities.





## 328 Conservation Crop Rotation (*Existing*)

A crop rotation is a planned sequence of crops grown on the same ground over a period of time. Shan – Gri – La implements this practice with the intended purpose to:

- Reduce sheet & rill erosion below T
- Maintain or increase soil health and organic matter content

### **Additional Criteria to Reduce Sheet, Rill and Wind Erosion**

Select crops, a tillage system, and cropping sequences that will produce sufficient and timely quantities of biomass or crop residue which, in conjunction with other practices in the management system, will reduce sheet, rill and wind erosion to the planned soil loss objective.

### **Additional Criteria to Maintain or Increase Soil Health and Organic Matter Content**

Grow crops that will produce a positive trend in the organic matter (OM) subfactor value over the life of the rotation, as determined by the Soil Conditioning Index using RUSLE2. SCI ranges from -.26 to .66 depending on the crop rotation employed (see attached RUSLE documents).

The operation's rotation, listed below, meets the following three conditions (cropping system meets T over the rotation, fields within 100 feet of surface water have 25% cover throughout the year, gullies are treated to eliminate concentrated flow).

#### *Benchmark Sod Rotation - Soybeans:*

Yr 1 – Sod, Late summer planting (moldboard plow, chisel, disk, disk, cultipack)

Yr 2- Harvest Sod early spring

Yr 2 – Full Season Soybeans (chisel, disk, 45 bu/ A)

#### *Benchmark Sod Rotation - Wheat:*

Yr 1 – Sod, Late summer planting (moldboard plow, chisel, disk, disk, cultipack)

Yr 2- Harvest Sod mid – late summer

Yr 2 – Wheat (chisel, disk, 60 bu/ A)

#### **Pasture Ground**

Yr 1 – Soybeans (45 bu/ A, Chisel, disk, disk)

Yr 2 – Pasture Est 5 yrs (2.5 ton/ A, Chisel, Disk, Disk)

## 328 Conservation Crop Rotation - Continued

### Operation and Maintenance

- Rotations shall provide for acceptable substitute crops in case of crop failure or shift in planting intentions for weather related or economic reasons. Acceptable substitutions are crops having similar properties that will accomplish the purpose of the original crop.
- Evaluate the rotation and the crop sequence to determine if the planned system is meeting the planned purposes.

Field	Planned Amount	Month	Year	Applied Amount	Date
T2660 - 1				3.2 ac	2021
T2660 - 2				8.7 ac	2021
T2660 - 3				8.7 ac	2021
T2660 - 4				5.8 ac	2021
T2660 - 5				3.8 ac	2021
T2660 - 6				2.6 ac	2021
T1444-7				5.8 ac	2021
T1464-8				5.1 ac	2021
T1283-9				1.9 ac	2021
<b>Total:</b>				45.6 ac	

## 345 Residue & Tillage Management: Reduced Till (*Existing*)

Managing the amount, orientation, and distribution of crop and other plant residue on the soil surface year – round while limiting soil disturbing activities use to grow and harvest crops in systems where the field surface is tilled prior to planting. The purpose of this practice is to reduce sheet, rill and wind erosion and excessive sediment in surface waters, and improve soil health and maintain or increase organic matter content.

This practice includes tillage methods commonly referred to as mulch tillage or conservation tillage where the entire soil surface may be disturbed by tillage operations such as chisel plowing, field cultivating, tandem disking, or vertical tillage. It also includes tillage/ planting systems with few tillage operations but which do not meet the soil tillage intensity rating (STIR) criteria for conservation practice Residue and Tillage Management, No Till (329).

Chisel, and disking is practiced for establishing wheat and soybeans. Calculated RUSLE is below the Tolerable Soil Loss (T).

## 345 Residue & Tillage Management: Reduced Till (*Continued*)

### Operation and Maintenance

Evaluate and measure the crop residue and orientation for each crop to ensure the planned amounts and orientation are being achieved. Adjusted management as needed to either plan a new residue amount or orientation, or adjust the planting, tillage, or harvesting equipment.

If there are areas of heavy residue accumulation (because of movement by water or wind) in the field, spread the residue prior to planting so it does not interfere with planter operations.

Field	Planned Amount	Month	Year	Applied Amount	Date
T2660 - 1				3.2 ac	2021
T2660 - 2				8.7 ac	2021
T2660 - 3				8.7 ac	2021
T2660 - 4				5.8 ac	2021
T2660 - 5				3.8 ac	2021
T2660 - 6				2.6 ac	2021
T1444-7				5.8 ac	2021
T1464-8				5.1 ac	2021
T1283-9				1.9 ac	2021
<b>Total:</b>				45.6 ac	

## 560 Access Road (*Proposed*)

Install a 14 ft wide access road to provide year round, stable access to harvest sod and field access. The proposed access road shall be comprised of geotextile reinforced gravel.

For drainage areas, provide a culvert, or bridge for water management at every natural drainage way. The capacity and design of the drainage feature must be consistent with sound engineering principles and must be adequate for the class of vehicle, road type, land use in the watershed, and intensity of use.

### Operation & Maintenance

Keep road surface in good repair and controlling runoff and erosion.

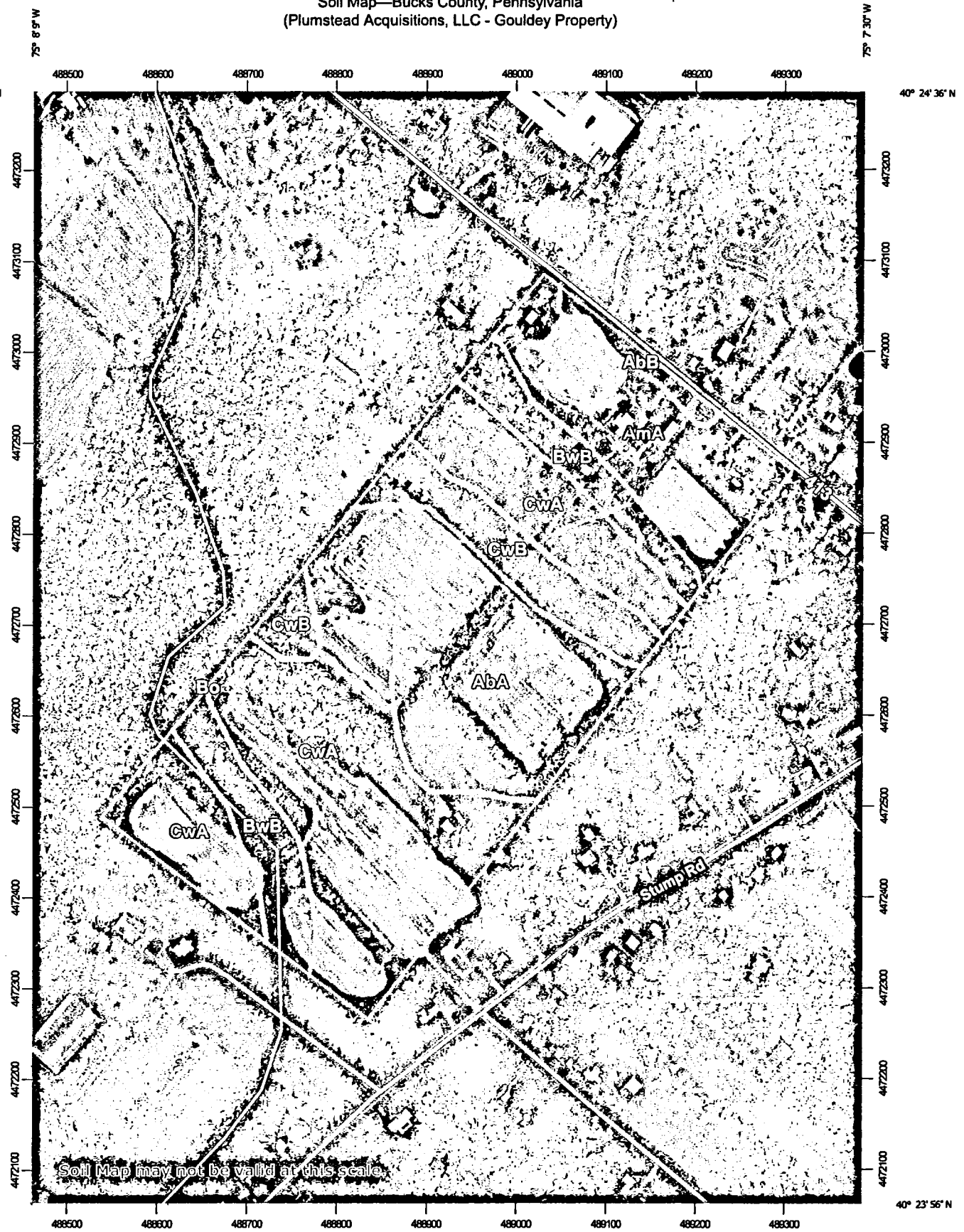
Utilize water bars where necessary to protect the road surface.

Inspect roadway following significant rainfall events, repair damaged areas as soon as practical.

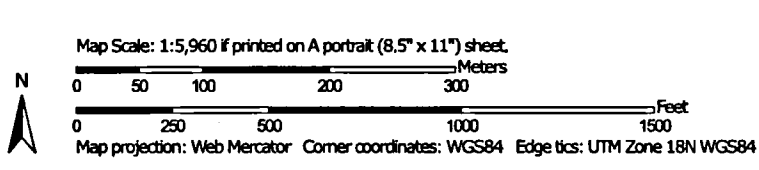
Field	Planned Amount	Month	Year	Applied Amount	Date
Cropland T2660 – 6	2,000 ln ft	9	2022		
Total:	2,000 ln ft				

Soil Map—Bucks County, Pennsylvania  
(Plumstead Acquisitions, LLC - Gouldsey Property)

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



Soil Map may not be valid at this scale.



## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.







































Soil Survey Area: Bucks County, Pennsylvania  
 Survey Area Data: Version 18, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 4, 2020—Oct 9, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## MAP LEGEND

- |  |   |
|--|---|
|  Area of Interest (AOI) |  Spoil Area            |
|  Soils                  |  Stony Spot            |
|  Soil Map Unit Polygons |  Very Stony Spot       |
|  Soil Map Unit Lines    |  Wet Spot              |
|  Soil Map Unit Points   |  Other                 |
|  Special Point Features |  Special Line Features |
|  Blowout                | <b>Water Features</b>   |
|  Borrow Pit             |  Streams and Canals    |
|  Clay Spot              | <b>Transportation</b>   |
|  Closed Depression      |  Rails                 |
|  Gravel Pit             |  Interstate Highways   |
|  Gravelly Spot          |  US Routes             |
|  Landfill               |  Major Roads           |
|  Lava Flow              |  Local Roads           |
|  Marsh or swamp         | <b>Background</b>   |
|  Mine or Quarry         |  Aerial Photography    |
|  Miscellaneous Water    |   |
|  Perennial Water        |   |
|  Rock Outcrop           |   |
|  Saline Spot            |   |
|  Sandy Spot             |   |
|  Severely Eroded Spot   |   |
|  Sinkhole               |   |
|  Slide or Slip          |   |
|  Sodic Spot             |   |



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AbA	Abbottstown silt loam, 0 to 3 percent slopes	12.5	18.2%
AbB	Abbottstown silt loam, 3 to 8 percent slopes	1.1	1.7%
AmA	Amwell silt loam, 0 to 3 percent slopes	9.8	14.2%
Bo	Bowmansville-Knauers silt loams	0.0	0.0%
BwB	Buckingham silt loam, 3 to 8 percent slopes	7.5	10.8%
CwA	Croton silt loam, occasionally ponded, 0 to 3 percent slopes	32.1	46.5%
CwB	Croton silt loam, occasionally ponded, 3 to 8 percent slopes	5.9	8.6%
<b>Totals for Area of Interest</b>		<b>69.0</b>	<b>100.0%</b>

## Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, provide information on the composition of map units and properties of their components.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## Report—Map Unit Description (Brief, Generated)

### Bucks County, Pennsylvania

**Map Unit:** AbA—Abbottstown silt loam, 0 to 3 percent slopes

**Component:** Abbottstown (90%)

The Abbottstown component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on hillslopes on red shale piedmonts. The parent material consists of acid reddish brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, fragipan, is 18 to 22 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 15 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [Redacted]

**Component: Penn (5%)**

Generated brief soil descriptions are created for major soil components. The Penn soil is a minor component.

**Component: Croton (5%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Map Unit: AbB—Abbottstown silt loam, 3 to 8 percent slopes**

**Component: Abbottstown (85%)**

The Abbottstown component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on hillslopes on red shale piedmonts. The parent material consists of acid reddish brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, fragipan, is 18 to 22 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 15 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Croton (5%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Klinesville (5%)**

Generated brief soil descriptions are created for major soil components. The Klinesville soil is a minor component.

**Component: Penn (5%)**

Generated brief soil descriptions are created for major soil components. The Penn soil is a minor component.

**Map Unit: AmA—Amwell silt loam, 0 to 3 percent slopes**

**Component: Amwell (90%)**

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The Amwell component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on hillslopes. The parent material consists of fine-loamy colluvium derived from igneous, metamorphic and sedimentary rock. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 21 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Croton (3%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Doylestown (3%)**

Generated brief soil descriptions are created for major soil components. The Doylestown soil is a minor component.

**Component: Reaville (1%)**

Generated brief soil descriptions are created for major soil components. The Reaville soil is a minor component.

**Map Unit: BwB—Buckingham silt loam, 3 to 8 percent slopes**

**Component: Buckingham (88%)**

The Buckingham component makes up 88 percent of the map unit. Slopes are 3 to 8 percent. This component is on drainageways. The parent material consists of fine-loamy colluvium and old alluvium derived from shale and siltstone. Depth to a root restrictive layer, fragipan, is 20 to 40 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Bowmansville (8%)**

Generated brief soil descriptions are created for major soil components. The Bowmansville soil is a minor component.

**Component: Croton (2%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Knauers (2%)**

Generated brief soil descriptions are created for major soil components. The Knauers soil is a minor component.

**Map Unit: CwA—Croton silt loam, occasionally ponded, 0 to 3 percent slopes**

**Component: Croton, occasionally ponded (85%)**

The Croton, occasionally ponded component makes up 85 percent of the map unit. Slopes are 0 to 3 percent. This component is on depressions on piedmonts. The parent material consists of residuum weathered from sandstone and shale. Depth to a root restrictive layer, fragipan, is 18 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

**Component: Abbottstown, occasionally ponded (10%)**

Generated brief soil descriptions are created for major soil components. The Abbottstown, occasionally ponded soil is a minor component.

**Component: Readington (5%)**

Generated brief soil descriptions are created for major soil components. The Readington soil is a minor component.

**Map Unit: CwB—Croton silt loam, occasionally ponded, 3 to 8 percent slopes**

**Component: Croton, occasionally ponded (85%)**

The Croton, occasionally ponded component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on drainageways on piedmonts. The parent material consists of residuum weathered from sandstone and shale. Depth to a root restrictive layer, fragipan, is 18 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 11 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

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**Component: Abbottstown (10%)**

Generated brief soil descriptions are created for major soil components. The Abbottstown soil is a minor component.

**Component: Readington (5%)**

Generated brief soil descriptions are created for major soil components. The Readington soil is a minor component.

**Data Source Information**





Soil Survey Area: Bucks County, Pennsylvania

Survey Area Data: Version 18, Aug 31, 2021

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [Redacted] DA



1/5/2022, 12:59:28 PM

-  Municipal Boundary
-  Streams Image
-  Red: Band\_1
-  Green: Band\_2

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

# LAND USE REQUIREMENTS

## Cropland

- Soil Loss (RUSLE): RUSLE documents are attached.
- Near Stream Management: Guidance document is attached.
  - Fields are located within 100 ft of a stream: Tract 2660 – 1, 2, 4, 5, 6
  - A 35ft permanent buffer is established.
- No gullies were identified during the summer 2021 site visit.

## Pastureland

- Pastures are rented to tenants, and Plumstead Acquisitions, LLC does not have management control.
- Tenants are responsible for pasture maintenance.
  - No gullies were identified in the proposed pasture locations during the summer 2021 site visit.

## Farmstead

- Farmstead is rented to tenants, and Plumstead Acquisitions, LLC does not have management control.
- Tenants are responsible for the generated manure, and for developing and following a DEP Manure Management Plan.





Rusle Program Version:  
 Rusle Science Version:  
 Data Base:

**RUSLE2 Erosion Calculation Record**

**File:** plans\Lykon - Gouldey Property  
**Access Group:** R2\_NRCS\_Fld\_Office

**Inputs:**

Owner name	Location	Info
Plumstead Acquisitions, LLC	USA\Pennsylvania\Bucks County	

Field name	Soil	Slope T Value	Slope length, ft	Slope steepness, %
Tract 2660 - 1, 2, 3	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 4	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 5	soils\Bucks County, Pennsylvania\AmA Amwell silt loam, 0 to 3 percent slopes\Amwell Silt loam 90%	4.0	150	2.0
Tract 2660 - 6	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 7	soils\Bucks County, Pennsylvania\AbA Abbottstown silt loam, 0 to 3 percent slopes\Abbottstown Silt loam 90%	3.0	150	2.0
Tract 2660 - 8	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 9	soils\Bucks County, Pennsylvania\AmA Amwell silt loam, 0 to 3 percent slopes\Amwell Silt loam 90%	4.0	150	2.0

**Results:**

Field name	Description	Contouring system	Support practices	Terrace/diversion system	Cons. plan. soil loss, t/ac/yr	Sed. delivery, t/ac/yr	Soil conditioning index (SCI)	STIR value	Wind & irrigation-induced erosion for SCI	Fuel cost
Tract 2660 - 1, 2, 3	Sod Rotation Benchmark - Soybean	contour-systems\default	-- none -	-- none --	0.77	0.77	-0.30	270	0	0
Tract 2660 - 1, 2, 3	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none -	-- none --	1.6	1.6	0.26	140	0	0

Tract 2660 - 4	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.41	0.41	0.66	15	0	0
Tract 2660 - 5	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.42	0.42	0.66	15	0	0
Tract 2660 - 6	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.6	1.6	0.26	140	0	0
Tract 2660 - 6	Sod Rotation Benchmark - Soybeans	contour-systems\default	-- none - -	-- none --	0.74	0.74	-0.27	270	0	0
Tract 2660 - 7	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.4	1.4	0.28	140	0	0
Tract 2660 - 7	Sod Rotation Benchmark - Soybeans	contour-systems\default	-- none - -	-- none --	0.64	0.64	-0.22	270	0	0
Tract 2660 - 8	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.41	0.41	0.66	15	0	0
Tract 2660 - 9	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.42	0.42	0.66	15	0	0

The SCI is the Soil Conditioning Index rating. If the calculated index is a negative value, soil organic matter levels are predicted to decline under that production system. If the index is a positive value, soil organic matter levels are predicted to increase under that system.

The STIR value is the Soil Tillage Intensity Rating. It utilizes the speed, depth, surface disturbance percent and tillage type parameters to calculate a tillage intensity rating for the system used in growing a crop or a rotation. STIR ratings tend to show the differences in the degree of soil disturbance between systems. The kind, severity and number of ground disturbing passes are evaluated for the entire cropping rotation as shown in the management description.



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\Soil Rotation - Soybeans\Soil Rotation - Soybeans

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
10/5/0	Plow, moldboard						
10/7/0	Disk, tandem secondary op.						
10/7/0	Disk, tandem light finishing						
10/8/0	Cultipacker, roller						
10/10/0	Roller, smooth						
10/10/0	Drill or air seeder single disk openers 7-10 in spac.	Turfgrass established	1.50				
4/30/1	Sod cutter						0
5/3/1	Chisel plow, coulter, st. pts.						
5/5/1	Disk, tandem secondary op.						
5/5/1	Disk, tandem light finishing						
5/10/1	Drill or airseeder, double disk	Soybean, group II, III and IV, 7in rows	45.0				
6/15/1	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
10/3/1	Harvest, killing crop 50pct standing stubble				770	36	770

Long-term natural rough.: 6.0 mm  
 Normally used as a rotation?: Yes  
 Duration: 1 yr

Info:



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\Soil Rotation - Wheat

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
8/5/0	Plow, moldboard						
8/7/0	Disk, tandem secondary op.						
8/7/0	Disk, tandem light finishing						
8/9/0	Cultipacker, roller						
8/12/0	Roller, smooth						
8/12/0	Drill or air seeder single disk openers 7-10 in spac.	Turfgrass established	1.50				
8/1/1	Sod cutter						0
9/10/1	Chisel plow, disk, st. pts.						
9/13/1	Disk, tandem secondary op.						
9/15/1	Disk, tandem light finishing						
9/20/1	Drill or airseeder, double disk	Wheat, winter 7in rows	60.0				
4/30/2	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
7/15/2	Harvest, killing crop 50pct standing stubble				2900	82	2900
7/17/2	Bale straw or residue						

Long-term natural rough.: 6.0 mm  
 Normally used as a rotation?: Yes  
 Duration: 2 yr

Info:



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\SB+Pasture

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
4/20/0	Chisel, st. pt.				1600	60	1100
4/25/0	Disk, tandem heavy primary op.						
4/30/0	Disk, tandem light finishing						
5/3/0	Drill or air seeder single disk openers 7-10 in spac.	Soybean, groups V, VI, VII, and VIII 7in rows	45.0				
6/15/0	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
10/1/0	Harvest, killing crop 20pct standing stubble				1800	66	460
10/3/0	Disk, tandem secondary op.						
10/5/0	Drill or air seeder single disk openers 7-10 in spac.	Bromegrass, fall seed senes to yr2 regrowth	2.00				
4/15/1	Fert applic. surface broadcast						
5/30/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		11	0.59	
7/9/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
8/18/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
9/27/1	Graze, rotational	Bromegrass, hay, yr2 senes to yr3 regrowth	2.00		7.1	0.40	
4/15/2	Fert applic. surface broadcast						
5/30/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		13	0.72	
7/9/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	

8/18/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
9/27/2	Graze, rotational	Bromegrass, hay, yr2 senes to yr3 regrowth	2.00		7.1	0.40	
4/15/3	Fert applic. surface broadcast						
5/30/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/19/3	Fert applic. surface broadcast						
9/27/3	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/4	Fert applic. surface broadcast						
5/30/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/4	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/5	Fert applic. surface broadcast						
5/30/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/5	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/6	Fert applic. surface broadcast						
5/30/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	

8/19/6	Fert applic. surface broadcast						
9/27/6	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/7	Fert applic. surface broadcast						
5/30/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/7	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/8	Fert applic. surface broadcast						
5/30/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/8	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/9	Fert applic. surface broadcast						
5/30/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/9	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/10	Fert applic. surface broadcast						
5/30/10	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/10	Graze, continuous	Bromegrass, hay, yr3 regrowth after cut	1.00		14	0.79	
8/18/10	Graze, continuous	Bromegrass, hay, yr3 regrowth after cut	1.00		14	0.79	
9/27/10	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	

## NEAR STREAM GUIDANCE

The following fields are located within 100 ft of a stream: Cropland Tract 2660 – 1, 2, 4, 5, 6

### BMP Alternatives for Low Cover (< 25%) Near-Stream Crop Fields

Common conditions creating low cover near-stream conditions listed on the left, some common BMP alternatives provided on the right.

Low Cover Near-Stream Field Condition	Best Management Practices
<p><b>Corn silage harvest leaving low surface cover</b></p>	<ul style="list-style-type: none"> <li>• Cover crop (340) established immediately after harvest</li> <li>• Establish and maintain 35-foot <i>Permanent Vegetated Buffer</i></li> <li>• Practice continuous (&gt; 7 years) no-till system</li> <li>• Harvest silage high leaving &gt;20 inch stalk, then roll stalks flat to ground</li> </ul>
<p><b>Inversion tillage or aggressive tillage leaves low surface residue for part of the year</b></p>	<ul style="list-style-type: none"> <li>• After fall tillage – plant cover crop as soon as practical, ideally within several days of tillage.</li> <li>• In spring, till the near-stream field last, plant as soon as practical ideally within several days of tillage.</li> <li>• Establish a permanent grass or other sod in near-stream field</li> </ul>
<p><b>Rotation includes low residue crop</b></p>	<ul style="list-style-type: none"> <li>• Substitute high residue crop near-stream</li> <li>• Establish and maintain 35-foot <i>Permanent Vegetated Buffer</i></li> <li>• Establish a permanent grass or other sod in near-stream field</li> <li>• Practice continuous (&gt; 7 years) no-till system</li> </ul>



# CERTIFICATION OF PARTICIPANTS

**Customer Information:**

As the owner of this Conservation Plan, I agree the items/practices listed in each element are needed. I understand that it's my responsibility for keeping all the necessary records associated with the implementation of this plan. This plan will be implemented along the timeline outlined in the plan.

Signature: DBB/A Date: 1/7/22

Name: Dewey Bunch

**Certified Planner:**

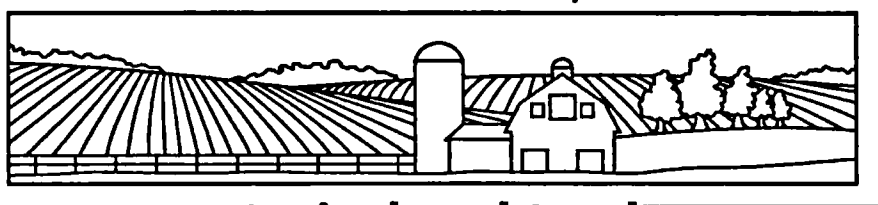
As the Author and Conservation Planner for this plan, I certify that I have written this conservation plan under NRCS guidelines. I believe that this plan is technically compatible, reasonable, and implementable.

Signature: Sarah Crooke Date: 1.7.2022

Name: Sarah M. Crooke

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Bucks County



## Agricultural Land Preservation Program

**County Commissioners:**

Diane M. Ellis-Marseglia, LCSW, *Chair*  
Robert J. Harvie Jr., *Vice Chair*  
Gene DiGirolamo, *Secretary*

**Board:**

*Chair*, BARTLEY E. MILLETT  
*Vice Chair*, MARTIN SCHAEFER  
*Treasurer*, JAMES NILSEN  
WESLEY M. SCHMIDT  
KENNETH W. BUYP  
WILLIAM H. VERKES, 3<sup>rd</sup>  
JONATHAN R. SNIPES  
DAVID R. WOLFINGER  
KEN GOLDENBERG  
*Administrator*, JOHN S. IVES

April 26, 2024

Mr. Ephraim Z. Stoltzfus  
Kingdom Equity Partners, LLC  
233 Gunhart Road  
Mohnton, PA 19540

RE: Follow-up Inspection: Kingdom Provisions, LLC  
5960 Durham Road  
Pipersville, PA 18947  
TMP #34-004-031

Dear Mr. Stoltzfus:

On April 24, 2024, John Ives and Dan Grieser from Bucks County met with you and performed a follow-up monitoring inspection on the subject tract (TMP #34-004-031) that is subject to a Deed of Agricultural Conservation Easement (ACE) dated November 14, 2022 with Bucks County, Commonwealth of Pennsylvania, and Heritage Conservancy, Inc. as grantees. The ACE covers four tracts that include #34-004-031; #34-004-031-002; #34-004-033-004; and 34-031-012. Prior to your purchase of the subject tract In December 2023, an initial required inspection was performed October 3, 2023 on all four tracts under the ACE, all of which were owned by Plumstead Acquisitions, LLC at the time. An inspection letter was issued on October 26, 2023 noting concerns on three of the tracts, including your tract with the meat processing operation/slaughtering facility. A follow up correspondence from Plumstead Acquisitions, LLC on November 14, 2023 addressed future intent to comply with our concerns.

Attached is the inspection letter, dated October 26, 2023, which includes the Annual Monitoring Worksheet (October 3, 2023), Recorded Deed of Agricultural Conservation Easement (November 14, 2022), and the current Conservation Plan (January 7, 2022) and the follow up reply correspondence from Plumstead Acquisitions, LLC (November 14, 2023).

From our conversation with you on April 22, 2024, we discussed the following concerns regarding the ACE and means to remedy those concerns.

**Follow-up Issues from the October 26, 2023 Inspection Letter:**

- We have not received a narrative that clarifies the activities, standard procedures, and operations associated with the slaughtering facility, including the Certificate of Occupancy that was issued by

The Almshouse - Neshaminy Manor Center  
1260 Almshouse Road Doylestown, PA 18901  
Phone: 215.345.3409  
E-mail: jives@buckscounty.org

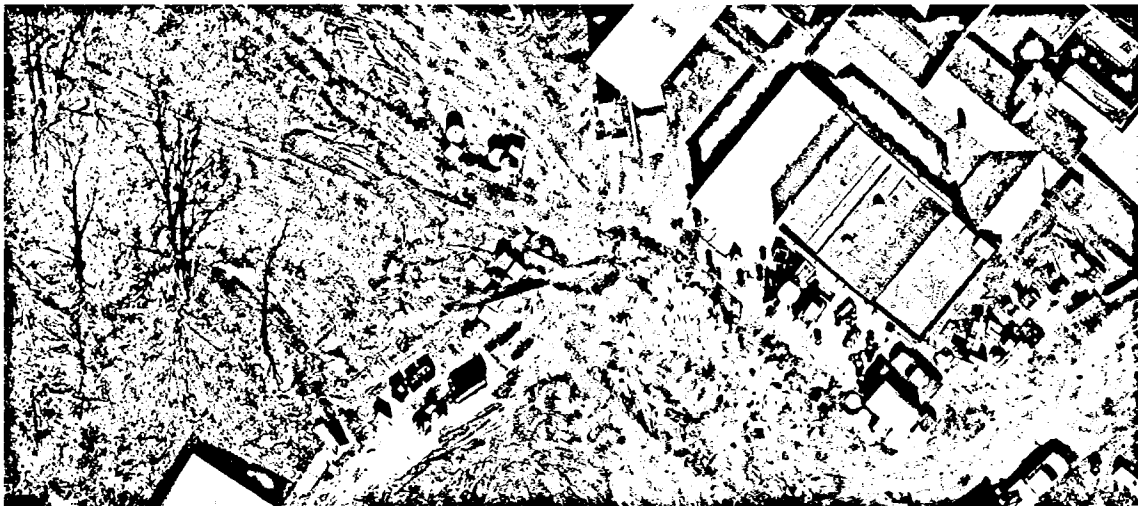
**EXHIBIT E - 70 pgs**

Plumstead Township, as noted in the November 14, 2023 correspondence from Plumstead Acquisitions, LLC. It is recommended that the owner prepare and provide a short- and long-term plan of action describing the intent of future improvements regarding the butcher shop and surrounding grounds. The plan should display and define the movement of trucks and trailers, parking areas, exterior outdoor pasture and grazing areas, proposed fencing and sheds/animal enclosures anticipated to be located on the tract.

- We discussed compliance with the greater than 50 percent clause required by the ACE (*Paragraph 1. Permitted Acts of the Deed of Agricultural Conservation Easement*). We understand that it is your intent to reestablish fenced-in grazing areas to support livestock.

#### Additional Issues Discussed:

- The ACE, *Paragraph 7. Soil and Water Conservation* notes that any change of agricultural production requires an updated Conservation Plan. The current plan does not indicate that animals or manure are being managed on the parcel. The current Conservation Plan also does not include a maintenance program or a nutrient and manure management component as it relates to the ongoing agricultural uses on your tract. Since the use of the tract has changed, specifically using portions of the property to compost animal byproducts, the Conservation Plan must be updated or amended. The updated plan should be supported by the Bucks County Conservation District and the USDA Soil Conservation Service and should address soil and water conservation and health, especially regarding composting of the soil.
- We discussed best management practices to prevent unpermitted discharge of animal and industrial waste into the local drainage ways and waterways. This can be incorporated into the Conservation Plan and can help prevent groundwater contamination. A vehicle clean-out area should be established as part of the plan of action noted above.



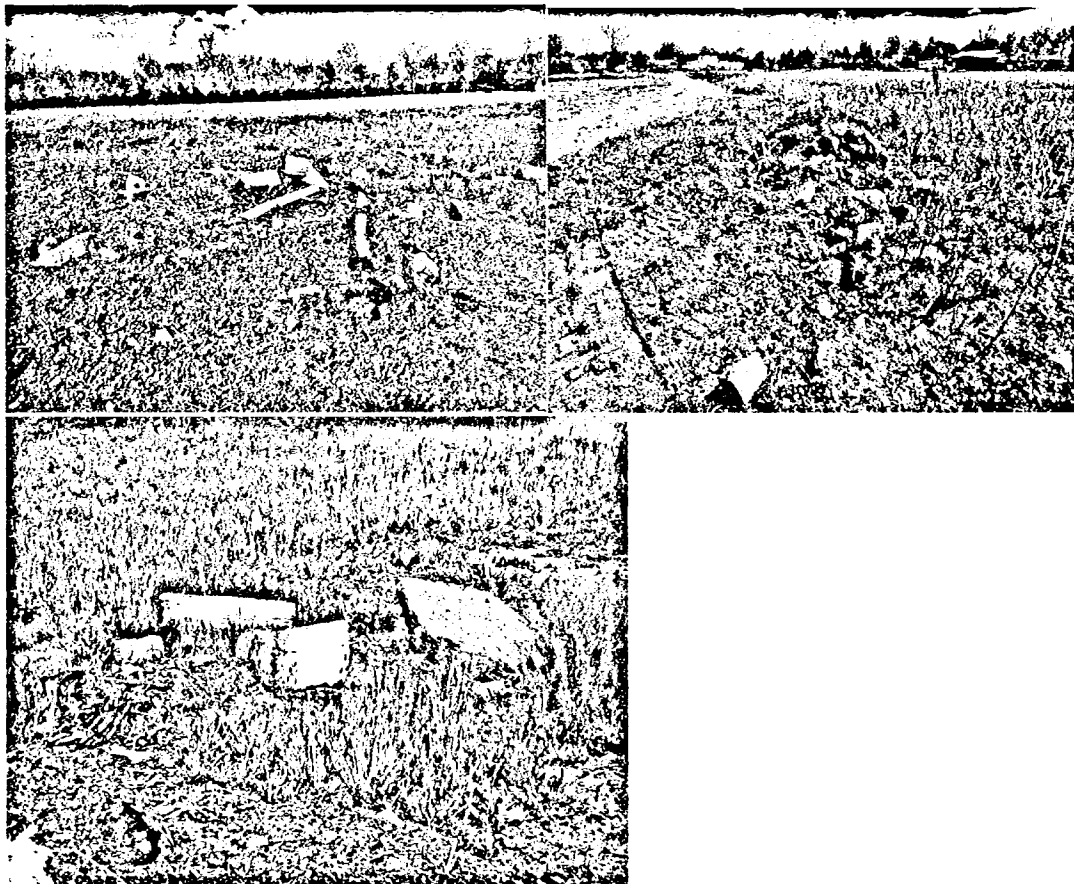
Prevent waste material from entering creek drainage way.

Near Map Aerial March 2024

- Re-establishment of grazing and pasture areas. Maintaining a cover crop will help with excess soil runoff and erosion.



- There are several perimeter boundaries along your tract that you mentioned will be defined with berms, screening plantings, and fences.
- It appears that there are several new piles of miscellaneous debris that include building materials and siding, gravel, concrete chunks, and landscape materials that should be removed and re-established as fields.



#### Next Steps

1. Please contact John Ives at 215.345.3409 within 20 days from the date of this Letter of Concern to discuss the observations of the monitoring inspection that was performed on April 24, 2024. Failure

The Almshouse - Neshaminy Manor Center  
1260 Almshouse Road Doylestown, PA 18901  
215/345-3409 FAX 215/345-3886  
E-mail: jives@buckscounty.org

to contact us within the 20-day timeframe or begin remedial measures to remedy the concerns may result in a Notice of Violation to be issued. The issuance of a Notice of Violation will start the enforcement process listed below.

2. Future Enforcement: According to Chapter 138e.206 of the Agricultural Conservation Easement Program:
  - (a) Sixty days after the mailing of a Notice of Violation, the county board shall commence and prosecute an action in the court of common pleas of the county in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms if the easement, and other appropriate relief, unless the county board does one of the following:
    - (1) Determines with the State Board that the violation has been corrected.
    - (2) Completes the following requirements:
      - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot be reasonably completed within the 60-day period described in this subsection.
      - (ii) Established a period not to exceed 1 year within which the corrective measures shall be completed.
  - (b) The county board shall commence and prosecute the enforcement action described in subsection (a) if the violation is not corrected within the time established under subsection (a)(2)(ii).
  - (c) The owner of the restricted land shall bear the costs associated with the correction of a violation of the easement, including:
    - (1) Costs of work required and materials used to correct the violation.
    - (2) Administrative costs incurred by the county board and the State Board.
    - (3) Court costs and reasonable attorneys' fees incurred by the county board and the State Board in enforcing the easement.

Sincerely,



John Ives

Director Agricultural Land Preservation & Municipal Open Space Programs

Cc: Evan Stone, Executive Director, Bucks County Planning Commission (via email)  
Dan Grieser, Deputy County Solicitor, Bucks County Law Department (via email)  
Angela P. Benner, Manager, Plumstead Township (via email)  
Kris Kern, Vice President, Heritage Conservancy, Inc. (via email)

## October 26, 2023 Inspection Letter w/Attachments

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Bucks County



## Agricultural Land Preservation Program



### County Commissioners:

Robert J. Harvie Jr., Chair  
Diane M. Ellis-Marseglia, LCSW, Vice Chair  
Gene DiGirolamo, Secretary

### Board:

Chair, KEN GOLDENBERG  
Vice Chair, MARTIN SCHAEFER  
Treasurer, JAMES NILSEN  
WESLEY M. SCHMIDT  
KENNETH W. BUPP  
WILLIAM H. YERKES, 3<sup>rd</sup>  
JONATHAN R. SNIPES  
DAVID R. WOLFINGER  
BARTLEY E. MILLETT  
Administrator, JOHN S. IVES

October 26, 2023

Plumstead Acquisitions, LLC  
C/o Chip Bunch and Nick Lykon  
6176 Haring Road  
Perkasie, PA 18944

Re: Plumstead Acquisitions, LLC Inspection Monitoring  
5960 Durham Road, Pipersville, PA 18947

Dear Mr. Bunch and Mr. Lykon:

On October 3, 2023, John Ives and Dan Grieser from Bucks County and Estelle Wynn Dolan from Natural Lands visited the Plumstead Acquisition, LLC preserved farm tracts located in Plumstead Township to perform the required farm inspection and monitoring. The inspection was performed in accordance with Chapter 138e. Agricultural Area Security Law, sections 138.e.204-206 and the Pennsylvania Agricultural Conservation Easement Purchase Program. The four tracts inspected include TMPs #34-004-031; 34-004-033-004; #34-004-033-002; and #34-031-012 and were preserved by a Deed of Agricultural Conservation Easement (ACE) dated November 14, 2022 with Bucks County, Commonwealth of Pennsylvania, and Heritage Conservancy, Inc. as grantees. The ACE was acquired for \$887,120.00 and covers 68.24 acres.

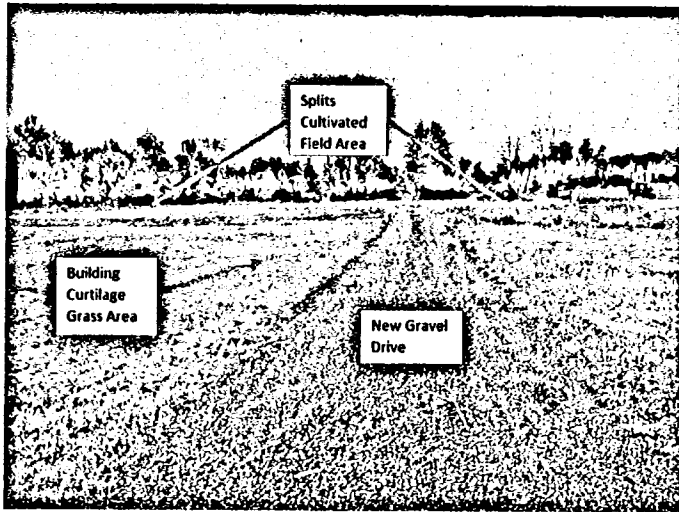
Our inspection included the following observations that require follow up conversation in order to determine compliance with the ACE. Enclosed with this letter is the current monitoring worksheet report, dated October 3, 2023, the recorded Deed of Agricultural Conservation Easement, dated November 14, 2022, and the current Conservation plan, dated January 7, 2022.

Our concerns are listed below:

1. TMP #34-004-031-002

- **Gravel Access Drive:** A new gravel access drive has been established within the easement area on TMP #34-004-031-002 that intersects with S.R. 413 (Durham Road) and runs to the existing horse barn area in the center of the property. The drive traverses through a portion of grass area that is associated with the building curtilage area on the subject tract and through a designated crop area (labeled Cropland Tract 2660-2) as noted in the Conservation Plan, prepared by Croke Farms and dated January 7, 2022.

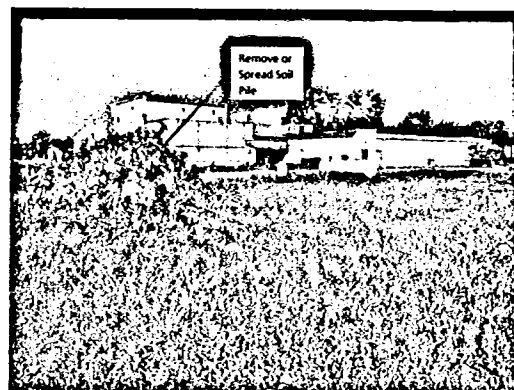
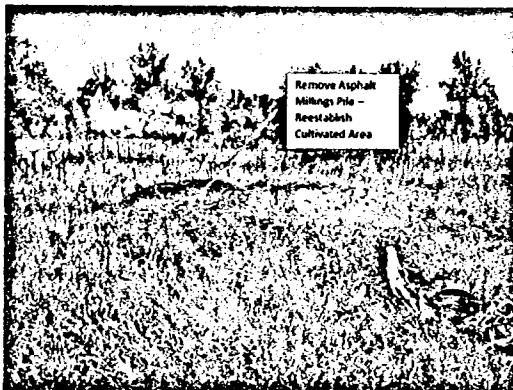
Concerns: The intent and purpose of the access drive is not clear. It appears it may be for horse trailer access to the existing barn on the tract and adjacent paddocks. Questions include: Is it only for the tenant(s) that lease the house on the tract? Is it used for farm equipment and/or the farmer operator managing the fields? Does it comply with Plumstead Township ordinance requirements (zoning and land development) as well as applicable state regulations when intersecting with a state road (S.R. 413/Durham Road)?



Picture of New Gravel Drive – 10/3/23

- Miscellaneous Debris Piles: Several debris piles were noted on the tract that include piled dirt and an asphalt milling pile. See photographs below.

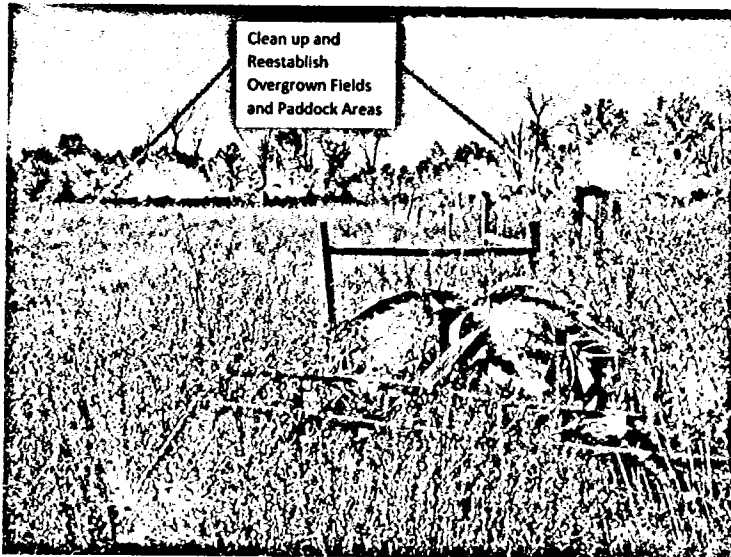
Solution and Remedy: The dirt pile should be spread and the asphalt millings pile should be removed.



- Horse Paddocks/Grazing Cell Areas: It was observed that several of the fenced-in paddock and horse grazing pens and surrounding areas are overgrown with successional grasses, flowers, and herbaceous shrubs. It appears to be non-active and a non-cultivated area. The Conservation Plan



labels this 5.1-acre area as cropland (Tract 2660-8 with a conversion to pastureland). See photographs below.



10/3/23

**Solution and Remedy:** Clean up and reestablish functioning paddock and grazing/pasture/crop areas within the areas that are fenced and the remaining area of Tract 2660-8.

In addition, is there a commercial equine activity that includes boarding, training, or instruction on the tract?

2. TMP #34-004-033-004

- **Soil Health:** In order to ensure soil health on the subject tract, the conservation practices noted in the Conservation Plan should be maintained. These practices include reducing sheet and rill erosion and maintaining soil health and organic matter content. The owner/farm operator should adhere to the sod and crop rotation schedule.



Picture of Sod Area – 10/3/23

3. TMP #34-004-031

- **Butcher Shop Use:** The pre-existing butcher shop use has continued in operation and is a permitted rural enterprise agricultural use. Paragraph 1. Permitted Acts of the Deed of Agricultural Conservation Easement notes *"During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production")."* The greater than fifty percent rule applies to the butcher shop use, which means that greater than fifty percent of the animals processed should be raised on-site. It does not appear that this requirement was in compliance.

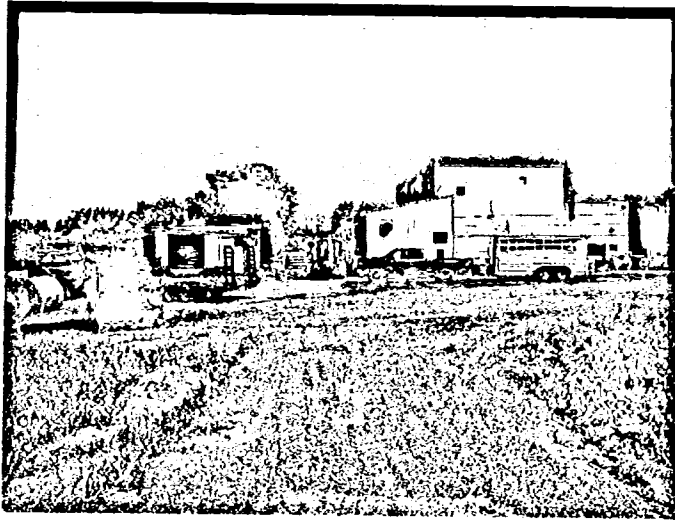
Following discussion with the tenants of the tract, it appears the ultimate goal is to raise/hold animals on-site that will be processed (thereby complying with the greater than 50 percent clause), as well as convert some surrounding crop land into pastureland to support the on-site animals.

**Solution and Remedy:** For our understanding and clarity of the activities associated with the butcher shop, it is recommended that the owner prepare and provide a short and long term plan of action describing the intent of future improvements regarding the butcher shop and surrounding grounds. The plan should display and define the movement of trucks and trailers, parking areas, exterior outdoor pasture and grazing areas, proposed fencing and sheds/animal enclosures anticipated to be located on the site.

- **Miscellaneous Debris/Soil Piles:** Clean up debris/soil piles on the tract.

**Solution and Remedy:** The dirt piles should be spread or repurposed.





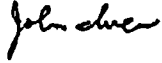
*General Pictures around the Butcher Shop – 10/3/23*

### Next Steps

1. Please contact John Ives at 215.345.3409 within 20 days from the date of this notification letter to discuss the observations of the monitoring inspection that was performed on October 3, 2023. Failure to contact us within the 20-day timeframe or begin remedial measures to remedy the concerns may result in a notice of violation to be issued.
2. Future Enforcement: According to Chapter 138e.206 of the Agricultural Conservation Easement Program:
  - (a) Sixty days after the mailing of a notice of violation, the county board shall commence and prosecute an action in the court of common pleas of the county in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms of the easement, and other appropriate relief, unless the county board does one of the following:
    - (1) Determines with the State Board that the violation has been corrected.
    - (2) Completes the following requirements:
      - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot be reasonably completed within the 60-day period described in this subsection.
      - (ii) Established a period not to exceed 1 year within which the corrective measures shall be completed.
  - (b) The county board shall commence and prosecute the enforcement action described in subsection (a) if the violation is not corrected within the time established under subsection (a)(2)(ii).
  - (c) The owner of the restricted land shall bear the costs associated with the correction of a violation of the easement, including:

- (1) Costs of work required and materials used to correct the violation.
- (2) Administrative costs incurred by the county board and the State Board.
- (3) Court costs and reasonable attorneys' fees incurred by the county board and the State Board in enforcing the easement.

Sincerely,



John Ives

Director Agricultural Land Preservation & Municipal Open Space Programs

Cc: Evan Stone, Executive Director, Bucks County Planning Commission (via email)  
Dan Grieser, Deputy County Solicitor, Bucks County Law Department (via email)  
Angela P. Benner, Manager, Plumstead Township (via email)  
Estelle Wynn Dolan, Land Protection Specialist, Natural Lands (via email)  
Kris Kern, Vice President, Heritage Conservancy (via email)

# Monitoring Worksheet



# Annual Monitoring Worksheet

Date: 10/03/2023

The purpose of monitoring is to ensure compliance with program policy, the terms of the easement deeds, evaluate restoration progress, determine restoration repairs or enhancements needed to ensure maximum environmental benefits, and to maintain contact with landowners or partners. Staff with applicable expertise should collect the monitoring information. Partners with the appropriate technical expertise may be authorized to conduct monitoring reviews. The landowner or decision maker should be offered the opportunity to participate in monitoring reviews. Photographs from designated points are recommended when conducting onsite monitoring.

## Landowner Information

Landowner(s): Plumstead Acquisitions, LLC

Farm Address: 5960 Durham Road City: Pipersville Zip Code: 18947

Owner Address: Plumstead Acquisitions, LLC City: Pipersville Zip Code: 18947

Phone Number: 215.766.7208 Parcel Number: # 34-4-31,-33-4,-31-2,34-31-12

Monitor(s): John Ives, Dan Grieser, Estelle Wynn Dolan (Natural Lands) Acreage: 68.24

Monitoring Date: 10/03/2023 Date of Easement: 11/14/2022

- Was current ownership verified? (Ownership must be verified) Yes  No   
Date of verification: 9/25/2023 Verified By: John Ives
- If there is a new landowner, were they notified of the easement and have records been updated? Yes  No   
New landowner name(s) (if applicable): \_\_\_\_\_
- Landowner requested follow up: Yes  No   
List requested follow up: \_\_\_\_\_
- Have any new structures been built since the last visit? Yes  No   
Please list if applicable: Renovated butcher shop building
- Are there plans for any new structures? Yes  No   
Please list if applicable: \_\_\_\_\_
- Has the permitted additional residence been built? Yes  No
- Was the landowner or decision maker present during the interview? Yes  No
- Condition of Sign : sign not installed yet

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

**Monitoring Questions**

1. Are the terms and conditions of the easement deed being met? (e.g., dumping, unauthorized uses, no encroachment, etc.) Yes  No

List unauthorized uses, if applicable: \_\_\_\_\_

2. Is there evidence or knowledge of a spill or release of hazardous substances, such as petroleum products or other potential environmental hazards on the property since the last monitoring event? Yes  No

*If yes, describe and indicate the locations on a property/site map. Consult with appropriate administrative, technical and legal staff to take required action(s).*

List required actions items (if applicable): \_\_\_\_\_

3. Are objectives of the conservation plan being met? Yes  No

If no, list action items: \_\_\_\_\_

4. What are the current agricultural activities on the farm? Crops  Livestock   
Other: Butcher shop, sod/crops, horse

5. Are there noxious plant or pest species issues? Yes  No

If yes, list species present: \_\_\_\_\_

6. Are there areas of concern or of future violation potential? Yes  No

If yes, identify actions that may be needed to prevent this: \_\_\_\_\_  
Comply with Conservation Plan, >50% of processed products must be produced on the subject land, remove debris piles

7. Are there follow up needs or plans for the site (e.g., conservation plan implementation, selling/sub-dividing easement, improvements needed for the site)? Yes  No

8. Are there landowner/partner suggestions or comments? Yes  No

If yes, list suggestions or comments: \_\_\_\_\_

# Recorded Deed of Agricultural Conservation Easement

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**BUCKS COUNTY RECORDER OF DEEDS**

55 East Court Street  
Doylestown, Pennsylvania 18901  
(215) 348-6209

Instrument Number - 2022068607

Recorded On 11/21/2022 At 8:07:24 AM

\* Total Pages - 18

\* Instrument Type - EASEMENT - NO PROPERTY TRANSFER

Invoice Number - 1307960 User - TLF

\* Grantor - PLUMSTEAD ACQUISITIONS LLC

\* Grantee - COMMONWEALTH OF PENNSYLVANIA

\* Customer - SIMPLIFILE LC E-RECORDING

**\* FEES**

RECORDING FEES \$147.75

TOTAL PAID \$147.75

Bucks County UPI Certification  
On November 18, 2022 By TF

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:

LAND SERVICES USA, INC. SOUTHAMPTON  
735 STREET ROAD  
SOUTHAMPTON, PA 18966

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Bucks County, Pennsylvania.



*Daniel J. McPhillips*

Daniel J. McPhillips  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

1AE290



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

Prepared By:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

Return To:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

UPI# 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004

DPERMULTISCNP (10-2013)

**DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO THE COMMONWEALTH OF PENNSYLVANIA, A COUNTY AND AN ELIGIBLE  
NON PROFIT ENTITY JOINTLY IN PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this 14th day of November, 2022, by and between Plumstead Acquisitions, LLC  
(hereinafter, "Grantor") and  
the Commonwealth of Pennsylvania, the County of Bucks, Pennsylvania and  
Heritage Conservancy, Inc., an Eligible Non Profit Entity, located within the County of  
Bucks, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint  
ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended  
(hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in  
Plumstead Township Township, Bucks County, Pennsylvania more  
particularly described in Exhibit "A" attached hereto consisting of 68.24 acres and all  
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to  
purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Bucks  
County, Pennsylvania has determined to purchase an agricultural conservation easement in the  
subject land pursuant to the Act;

AND WHEREAS, the Eligible Non Profit Entity of Bucks County,  
Pennsylvania has determined to purchase an agricultural conservation easement in the subject  
land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have  
agreed to release or subordinate their interests in the subject land to this Deed of Agricultural  
Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 887,120.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 46.15 percent joint owner, the County of Bucks, Pennsylvania as 46.15 percent joint owner, and Heritage Conservancy, Inc., an Eligible Non Profit Entity located within the County of Bucks, Pennsylvania, as a 7.70 percent joint owner their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn, and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood, and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. The term DOES NOT INCLUDE ACTIVITIY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures – The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

(a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

(b) The construction of one additional residential structure is permitted if;

(i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,

(ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

(iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and

(iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.

The renovation or modification of an existing residential structure, or an addition to an existing residential structure is permitted if it would not increase the curtilage of the residential structure.

The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Bucks, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on February 14, year of 2005, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by

underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten (10) years and upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and
- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activity on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance of transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

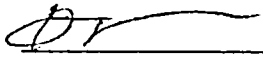
To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.


GRANTOR  
Plumstead Acquisitions, LLC

Witness:

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Nicholas Lykon, Member

\_\_\_\_\_  
[Seal]

  
\_\_\_\_\_  
Dewey Bunch, Member

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
[Seal]

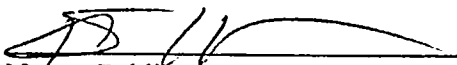
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this, the 11-14-22 day of November, 2022, before me, the undersigned Notary Public, personally appeared Nicholas Lykon, and Dewey Bunch who acknowledged themselves to be the Members of Plumstead Acquisitions, LLC and as such Members being authorized to do so execute the foregoing instrument for the purposes therein contained.

Witness my hand and Notarial seal the day and year aforesaid.

Commonwealth of Pennsylvania - Notary Seal  
Keith E. Froggatt, Notary Public  
Bucks County  
My commission expires April 16, 2026  
Commission number 1054230  
Member, Pennsylvania Association of Notaries

  
Notary Public

My commission expires: \_\_\_\_\_





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031 Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, South 37° 08' 45" West, for a distance of 1456.19 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-03-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

2. North 44° 51' 26" West, for a distance of 178.12 feet to a pipe found, thence;
3. South 38° 04' 59" West, for a distance of 409.06 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 53° 12' 36" West, for a distance of 575.47 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperl, thence;
5. Along said dividing line and then along TMP 34-004-030, lands N/F Donald R. & Evelyn L. King, North 36° 50' 30" East, for a distance of 1497.05 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp, thence;

The following two (2) courses and distances along said dividing line:

6. South 52° 48' 17" East, for a distance of 81.69 feet to an iron pin found, thence;
7. North 36° 49' 58" East, passing over an iron pin found 25.03 feet from the end of this course, for a total distance of 346.81 feet to a point on or near the centerline of Durham Road, thence;

**Metes and Bounds Description**  
**TMP 34-004-031, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

---

8. Along Durham Road, South 52° 52' 24" East for a distance of 686.69 feet to the Point of Beginning.

Containing 1,306,338 square feet or 29.99 acres, more or less.

Dated: January 27, 2022

File No.: 21-07004

Prepared by: Donald P. Rapsinski, Professional Land Surveyor

Pennsylvania License No.: SU043355E

DPR/jm





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031-002 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along Durham Road, South 52° 57' 12" East, for a distance of 377.45 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-011, lands N/F Bronwyn Ruhfass & Kenneth Gafgen, thence;
2. Along said dividing line, then along TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, then along TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC, then along TMP 34004-033-001, lands N/F Timothy W. & Kristine S. Bryan, then TMP 34-004-033-012, lands N/F Ralph J. DePalma, then along TMP 34-004-003-013, lands N/F James G. & Patricia J. Dyckes, and then partially along TMP 34-004-033-007, lands N/F Christopher Carrito, South 37° 11' 49" West, passing over an iron pin found 25.14 feet from the start of this course, also passing over an iron pin found 200.14 feet from the start of this course, for a total distance of 1509.69 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;
3. Along said dividing line, North 44° 51' 21" West, for a distance of 379.79 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, for a distance of 1456.19 feet to the Point of Beginning.

Containing 558,748 square feet or 12.83 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-031-012 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 57° 16' 50" West, for a distance of 51.42 feet to a point on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-002, lands N/F Javan Kontz, thence;
2. Along said dividing line, and then along TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, North 46° 13' 10" West, passing over a pipe found 20.46 feet from the start of this course, for a total distance of 405.68 feet to a point on the dividing line between said lands of Plumstead Acquisitions and said lands of Kiljanski, thence;
3. Along said dividing line, South 57° 06' 50" West, for a distance of 400.03 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, thence;
4. Along said dividing line, North 46° 10' 21" West, for a distance of 365.61 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
5. Along said dividing line, North 37° 11' 49" East, for a distance of 439.74 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, thence;
6. Along said dividing line, and then along TMP 34-031-014, lands N/F William C. Jr. & Theresa Vanhorn, and then TMP 34-031-009, lands N/F Debra A. Weber, South 46° 12' 19" East, passing over a pipe found 251.67 feet from the start of this course, for a total distance of 504.42 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Weber, thence;
7. Along said dividing line, North 36° 55' 41" East, for a distance of 248.16 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-008, lands N/F John M. & Bridget H. Ciabrone, thence;

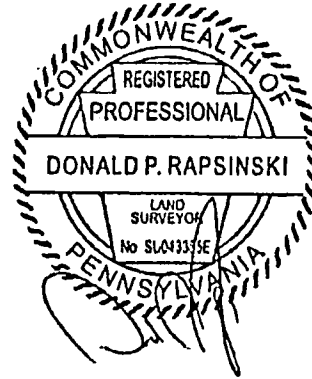
*Metes and Bounds Description*  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

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8. Along said dividing line, then along TMP 34-031-007, lands N/F William R. & Nadine A. Reinhardt, and then along TMP 34-031-006, lands N/F Dale E. & Alvina M. Ives, South 52° 54' 10" East, for a distance of 300.00 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-005, lands N/F Erin J. Dougherty, thence;
9. Along said dividing line, South 19° 50' 38" West, for a distance of 33.72 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-004, lands N/F Candy L. Pisarek, thence;
10. Along said dividing line, and then along TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, South 57° 17' 25" West, for a distance of 256.10 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Koch-Lohman, thence;
11. Along said dividing line, South 46° 26' 20" East for a distance of 199.33 feet to the Point of Beginning.

Containing 284,208 square feet or 6.52 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-033-004 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 51° 10' 21" West for a distance of 50.13 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley Gouldey R., Jr. & Brenda Kay, thence;

The following two (2) courses and distances along said dividing line:

2. North 42° 56' 39" West for a distance of 280.84 feet to a point, thence;
3. South 51° 16' 51" West for a distance of 318.79 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-035-001, lands N/F Joseph M. Lee, thence;
4. Along said dividing line, North 53° 59' 39" West for a distance of 1118.64 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-011, lands N/F Wayne L. & Nancy K. Bunting, thence;
5. Along said dividing line and then along TMP 34-004-027, lands N/F Frederlck S. Hutch, North 36° 17' 31" East for a distance of 430.42 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
6. Along said dividing line, North 38° 24' 51" East for a distance of 273.63 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
7. Along said dividing line, South 53° 12' 36" East for a distance of 575.47 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

*Metes and Bounds Description*  
*TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC*  
*Plumstead Township, Bucks County, Pennsylvania*

---

8. South 47° 25' 59" East for a distance of 656.55 feet to a point, thence;
9. South 41° 33' 45" East for a distance of 45.15 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, thence;

The following two (2) courses and distances along said dividing line:

10. South 51° 16' 13" West for a distance of 264.73 feet to a concrete monument found, thence;
11. South 42° 58' 02" East, passing over a concrete monument found 40.10 feet from the end of this course, for a total distance of 280.86 feet to the Point of Beginning.

Containing 829,394 square feet or 19.04 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



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# Exhibit 7.d

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Plumstead Acquisitions, LLC  
Address: 6176 Haring Rd. City: Perkasie State: PA Zip: 18944  
Telephone: 215.766.7208  
Township: Plumstead Easement Acreage: 68.24

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by Sarah Crooke, Crooke Farms, dated 01/07/2022, and identified as plan number HUC12: 020401050703 or as amended, is located on file in the Bucks County Planning Commission office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138e. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. HUC12: 02040105 for Tract(s) No. 726601 through 6, T1444-7,  
If the management or operation of this property changes, I/We will contact the County Board and/or T1464-8  
conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give T1283-9  
permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

DHB 11/14/22  
Operator/Owner Date Witness Date

Operator/Owner Date Witness Date

Conservation Plan approved by the NRCS & BC Agricultural as prepared by Sarah Crooke, Crooke Farms Land Preservation Board

Kenneth Goldenby 11-14-22  
Board Representative Date





**REALTY TRANSFER TAX**  
**STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

State Tax Paid: \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 Instrument Number: \_\_\_\_\_  
 Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document: \_\_\_\_\_  
 Plumstead Acquisitions, LLC, a Pennsylvania limited liability company  
 Telephone Number: 215-766-7208  
 County of Bucks and Commonwealth of Pennsylvania  
 Telephone Number: 215-345-3409  
 Mailing Address: 4380 APPIEBUTER ROAD  
 Mailing Address: 1240 ALMHOUSE ROAD  
 City: PERLASIE State: PA ZIP Code: 18944  
 City: DOYLESTOWN State: PA ZIP Code: 18901

**SECTION II REAL ESTATE LOCATION**

Street Address: Durham Road and Stump Road  
 City, Township, Borough: Plumstead Township  
 County: Bucks School District: Central Bucks School District  
 Tax ID: 34-004-031-002, 34-004-031-002, 34-004-033-004

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO  
 1. Actual Cash Consideration: 887,120.00  
 2. Other Consideration: +  
 3. Total Consideration: = 887,120.00  
 4. County Assessed Value: 206,040-  
 5. Common Level Ratio Factor: X 13.70  
 6. Computed Value: = \$2,822,748-

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed: \$ 2,822,748.00  
 1b. Percentage of Grantor's Interest in Real Estate: THIS IS A PARENT AND CHILD PRESERVATION CASE  
 1c. Percentage of Grantor's Interest Conveyed: THIS IS A PARENT AND CHILD PRESERVATION CASE %  
 2. Fill in the Appropriate Oval Below for Exemption Claimed.  
 Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)  
 Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)  
 Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)  
 Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)  
 Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)  
 Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)  
 Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)  
 Statutory corporate consolidation, merger or division. (Attach copy of articles.)  
 Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)  
 THIS IS EXEMPT BY STATE LAW

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name: County of Bucks and the Commonwealth of Pennsylvania  
 Telephone Number: (215) 345-3409  
 Mailing Address: 1240 ALMHOUSE RD  
 City: DOYLESTOWN State: PA ZIP Code: 18901  
 Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.  
 Signature of Correspondent or Responsible Party: John A. [Signature]  
 Date: 11-14-22

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

Case# 2024-04699-0 - JUDGE-44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons

## Conservation Plan

# Conservation Plan

## Gouldey Property Plumstead Acquisitions, LLC

5960 Durham Road  
Pipersville, PA 18947

215.783.0504

Prepared By:

---

Sarah Crooke

**CROOKE**  
F A R M S

883 Deep Run Road  
Perkasie, PA 18944  
267.374.7290

# TABLE OF CONTENTS

## Objective Statement

Site Map

## Farmstead (Production & Manure Handling Facilities)

Not Applicable - no animals or manure are managed by Plumstead Acquisitions, LLC

## Land Treatment (Cropland) Practice Narratives

328 - Conservation Crop Rotation

345 - Residue Management: Mulch Till

560 - Access Road

## Land Use Requirements

Soil Map & Description

Topographic Map

RUSLE

Near Stream Guidance

## Objective Statement

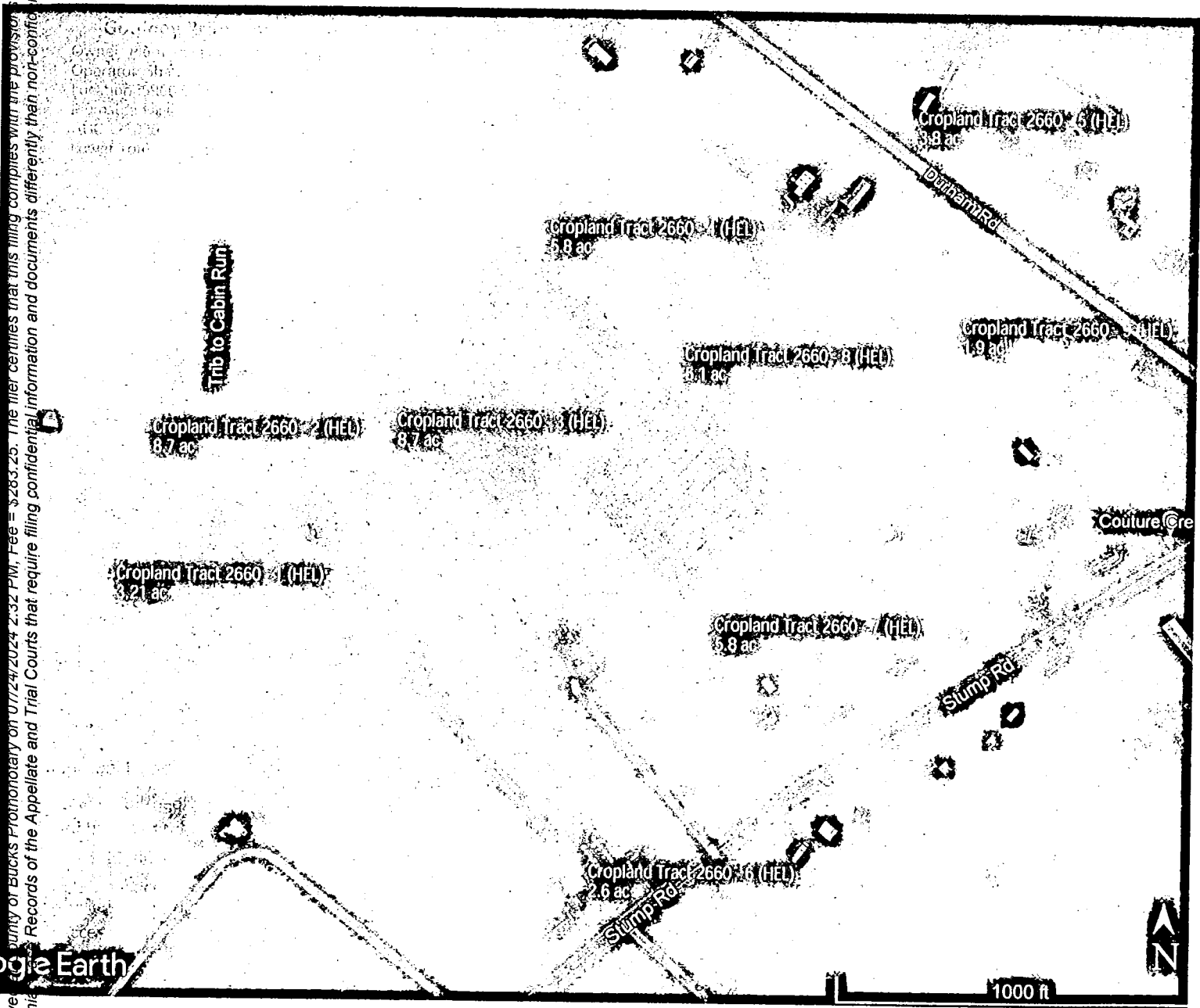
Located in Plumsteadville Township, Bucks County, Plumstead Acquisitions, LLC owns a 68.9 acre property that is being submitted for land preservation. The 29 tillable acres are managed by Shan – Gri – La Sod Farm for the production of sod and small grains. 16.6 acres are in the process of being converted to pastures. Roughly 17 acres are in woodland, and the remaining 6 acres consist of the property's headquarters. The headquarters and converted pastureland are rented. The tenants are responsible for both the pasture maintenance and the associated manure management.

No manure is land applied to the crop fields. No animals are managed by Plumstead Acquisitions, LLC.

The estimated soil loss rate for cropland in this conservation plan meets the tolerable (T) rate of soil loss over the planned crop rotation. Potential and existing gullies have been or will be treated through this plan. The RUSLE2 soil loss calculations are attached, and calculations are based on the management of sod, followed by a double crop of wheat and soybeans. This conservation plan will be updated should a new crop rotation be implemented.

All near-stream areas have been fully evaluated as per Section III of the NRCS Technical Guide.

The conservation plan has taken into consideration Federal, State and local laws and regulations. All permit requirements will be fully documented during the final design phase with input from the appropriate regulatory authorities.



## 328 Conservation Crop Rotation (*Existing*)

A crop rotation is a planned sequence of crops grown on the same ground over a period of time. Shan – Gri – La implements this practice with the intended purpose to:

- Reduce sheet & rill erosion below T
- Maintain or increase soil health and organic matter content

### **Additional Criteria to Reduce Sheet, Rill and Wind Erosion**

Select crops, a tillage system, and cropping sequences that will produce sufficient and timely quantities of biomass or crop residue which, in conjunction with other practices in the management system, will reduce sheet, rill and wind erosion to the planned soil loss objective.

### **Additional Criteria to Maintain or Increase Soil Health and Organic Matter Content**

Grow crops that will produce a positive trend in the organic matter (OM) subfactor value over the life of the rotation, as determined by the Soil Conditioning Index using RUSLE2. SCI ranges from -.26 to .66 depending on the crop rotation employed (see attached RUSLE documents).

The operation's rotation, listed below, meets the following three conditions (cropping system meets T over the rotation, fields within 100 feet of surface water have 25% cover throughout the year, gullies are treated to eliminate concentrated flow).

#### *Benchmark Sod Rotation - Soybeans:*

Yr 1 – Sod, Late summer planting (moldboard plow, chisel, disk, disk, cultipack)

Yr 2- Harvest Sod early spring

Yr 2 – Full Season Soybeans (chisel, disk, 45 bu/ A)

#### *Benchmark Sod Rotation - Wheat:*

Yr 1 – Sod, Late summer planting (moldboard plow, chisel, disk, disk, cultipack)

Yr 2- Harvest Sod mid – late summer

Yr 2 – Wheat (chisel, disk, 60 bu/ A)

#### **Pasture Ground**

Yr 1 – Soybeans (45 bu/ A, Chisel, disk, disk)

Yr 2 – Pasture Est 5 yrs (2.5 ton/ A, Chisel, Disk, Disk)



## 328 Conservation Crop Rotation - Continued

### Operation and Maintenance

- Rotations shall provide for acceptable substitute crops in case of crop failure or shift in planting intentions for weather related or economic reasons. Acceptable substitutions are crops having similar properties that will accomplish the purpose of the original crop.
- Evaluate the rotation and the crop sequence to determine if the planned system is meeting the planned purposes.

Field	Planned Amount	Month	Year	Applied Amount	Date
T2660 - 1				3.2 ac	2021
T2660 - 2				8.7 ac	2021
T2660 - 3				8.7 ac	2021
T2660 - 4				5.8 ac	2021
T2660 - 5				3.8 ac	2021
T2660 - 6				2.6 ac	2021
T1444-7				5.8 ac	2021
T1464-8				5.1 ac	2021
T1283-9				1.9 ac	2021
<b>Total:</b>				45.6 ac	

## 345 Residue & Tillage Management: Reduced Till (*Existing*)

Managing the amount, orientation, and distribution of crop and other plant residue on the soil surface year – round while limiting soil disturbing activities use to grow and harvest crops in systems where the field surface is tilled prior to planting. The purpose of this practice is to reduce sheet, rill and wind erosion and excessive sediment in surface waters, and improve soil health and maintain or increase organic matter content.

This practice includes tillage methods commonly referred to as mulch tillage or conservation tillage where the entire soil surface may be disturbed by tillage operations such as chisel plowing, field cultivating, tandem disking, or vertical tillage. It also includes tillage/ planting systems with few tillage operations but which do not meet the soil tillage intensity rating (STIR) criteria for conservation practice Residue and Tillage Management, No Till (329).

Chisel, and disking is practiced for establishing wheat and soybeans. Calculated RUSLE is below the Tolerable Soil Loss (T).

## 345 Residue & Tillage Management: Reduced Till (*Continued*)

### Operation and Maintenance

Evaluate and measure the crop residue and orientation for each crop to ensure the planned amounts and orientation are being achieved. Adjusted management as needed to either plan a new residue amount or orientation, or adjust the planting, tillage, or harvesting equipment.

If there are areas of heavy residue accumulation (because of movement by water or wind) in the field, spread the residue prior to planting so it does not interfere with planter operations.

Field	Planned Amount	Month	Year	Applied Amount	Date
T2660 - 1				3.2 ac	2021
T2660 - 2				8.7 ac	2021
T2660 - 3				8.7 ac	2021
T2660 - 4				5.8 ac	2021
T2660 - 5				3.8 ac	2021
T2660 - 6				2.6 ac	2021
T1444-7				5.8 ac	2021
T1464-8				5.1 ac	2021
T1283-9				1.9 ac	2021
<b>Total:</b>				45.6 ac	

## 560 Access Road (*Proposed*)

Install a 14 ft wide access road to provide year round, stable access to harvest sod and field access. The proposed access road shall be comprised of geotextile reinforced gravel.

For drainage areas, provide a culvert, or bridge for water management at every natural drainage way. The capacity and design of the drainage feature must be consistent with sound engineering principles and must be adequate for the class of vehicle, road type, land use in the watershed, and intensity of use.

### Operation & Maintenance

Keep road surface in good repair and controlling runoff and erosion.

Utilize water bars where necessary to protect the road surface.

Inspect roadway following significant rainfall events, repair damaged areas as soon as practical.

Field	Planned Amount	Month	Year	Applied Amount	Date
Cropland T2660 – 6	2,000 ln ft	9	2022		
Total:	2,000 ln ft				



## MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Soil Map Unit Polygons		Stony Spot
	Soil Map Unit Lines		Very Stony Spot
	Soil Map Unit Points		Wet Spot
	Special Point Features		Other
	Blowout		Special Line Features
	Borrow Pit		Water Features
	Clay Spot		Streams and Canals
	Closed Depression		Transportation
	Gravel Pit		Rails
	Gravelly Spot		Interstate Highways
	Landfill		US Routes
	Lava Flow		Major Roads
	Marsh or swamp		Local Roads
	Mine or Quarry		Background
	Miscellaneous Water		Aerial Photography
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bucks County, Pennsylvania  
 Survey Area Data: Version 18, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 4, 2020—Oct 9, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AbA	Abbottstown silt loam, 0 to 3 percent slopes	12.5	18.2%
AbB	Abbottstown silt loam, 3 to 8 percent slopes	1.1	1.7%
AmA	Amwell silt loam, 0 to 3 percent slopes	9.8	14.2%
Bo	Bowmansville-Knauers silt loams	0.0	0.0%
BwB	Buckingham silt loam, 3 to 8 percent slopes	7.5	10.8%
CwA	Croton silt loam, occasionally ponded, 0 to 3 percent slopes	32.1	46.5%
CwB	Croton silt loam, occasionally ponded, 3 to 8 percent slopes	5.9	8.6%
<b>Totals for Area of Interest</b>		<b>69.0</b>	<b>100.0%</b>

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Perry W. Clemons, Esq.

## Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, provide information on the composition of map units and properties of their components.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## Report—Map Unit Description (Brief, Generated)

### Bucks County, Pennsylvania

**Map Unit:** AbA—Abbottstown silt loam, 0 to 3 percent slopes

**Component:** Abbottstown (90%)

The Abbottstown component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on hillslopes on red shale piedmonts. The parent material consists of acid reddish brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, fragipan, is 18 to 22 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 15 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.



**Component: Penn (5%)**

Generated brief soil descriptions are created for major soil components. The Penn soil is a minor component.

**Component: Croton (5%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Map Unit: AbB—Abbottstown silt loam, 3 to 8 percent slopes****Component: Abbottstown (85%)**

The Abbottstown component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on hillslopes on red shale piedmonts. The parent material consists of acid reddish brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, fragipan, is 18 to 22 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 15 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Croton (5%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Klinesville (5%)**

Generated brief soil descriptions are created for major soil components. The Klinesville soil is a minor component.

**Component: Penn (5%)**

Generated brief soil descriptions are created for major soil components. The Penn soil is a minor component.

**Map Unit: AmA—Amwell silt loam, 0 to 3 percent slopes****Component: Amwell (90%)**

The Amwell component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on hillslopes. The parent material consists of fine-loamy colluvium derived from igneous, metamorphic and sedimentary rock. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 21 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Croton (3%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Doylestown (3%)**

Generated brief soil descriptions are created for major soil components. The Doylestown soil is a minor component.

**Component: Reaville (1%)**

Generated brief soil descriptions are created for major soil components. The Reaville soil is a minor component.

**Map Unit: BwB—Buckingham silt loam, 3 to 8 percent slopes**

**Component: Buckingham (88%)**

The Buckingham component makes up 88 percent of the map unit. Slopes are 3 to 8 percent. This component is on drainageways. The parent material consists of fine-loamy colluvium and old alluvium derived from shale and siltstone. Depth to a root restrictive layer, fragipan, is 20 to 40 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Bowmansville (8%)**

Generated brief soil descriptions are created for major soil components. The Bowmansville soil is a minor component.

**Component: Croton (2%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Knauers (2%)**

Generated brief soil descriptions are created for major soil components. The Knauers soil is a minor component.

**Map Unit: CwA—Croton silt loam, occasionally ponded, 0 to 3 percent slopes**

**Component: Croton, occasionally ponded (85%)**

The Croton, occasionally ponded component makes up 85 percent of the map unit. Slopes are 0 to 3 percent. This component is on depressions on piedmonts. The parent material consists of residuum weathered from sandstone and shale. Depth to a root restrictive layer, fragipan, is 18 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

**Component: Abbottstown, occasionally ponded (10%)**

Generated brief soil descriptions are created for major soil components. The Abbottstown, occasionally ponded soil is a minor component.

**Component: Readington (5%)**

Generated brief soil descriptions are created for major soil components. The Readington soil is a minor component.

**Map Unit: CwB—Croton silt loam, occasionally ponded, 3 to 8 percent slopes**

**Component: Croton, occasionally ponded (85%)**

The Croton, occasionally ponded component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on drainageways on piedmonts. The parent material consists of residuum weathered from sandstone and shale. Depth to a root restrictive layer, fragipan, is 18 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 11 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

**Component: Abbottstown (10%)**

Generated brief soil descriptions are created for major soil components. The Abbottstown soil is a minor component.

**Component: Readington (5%)**

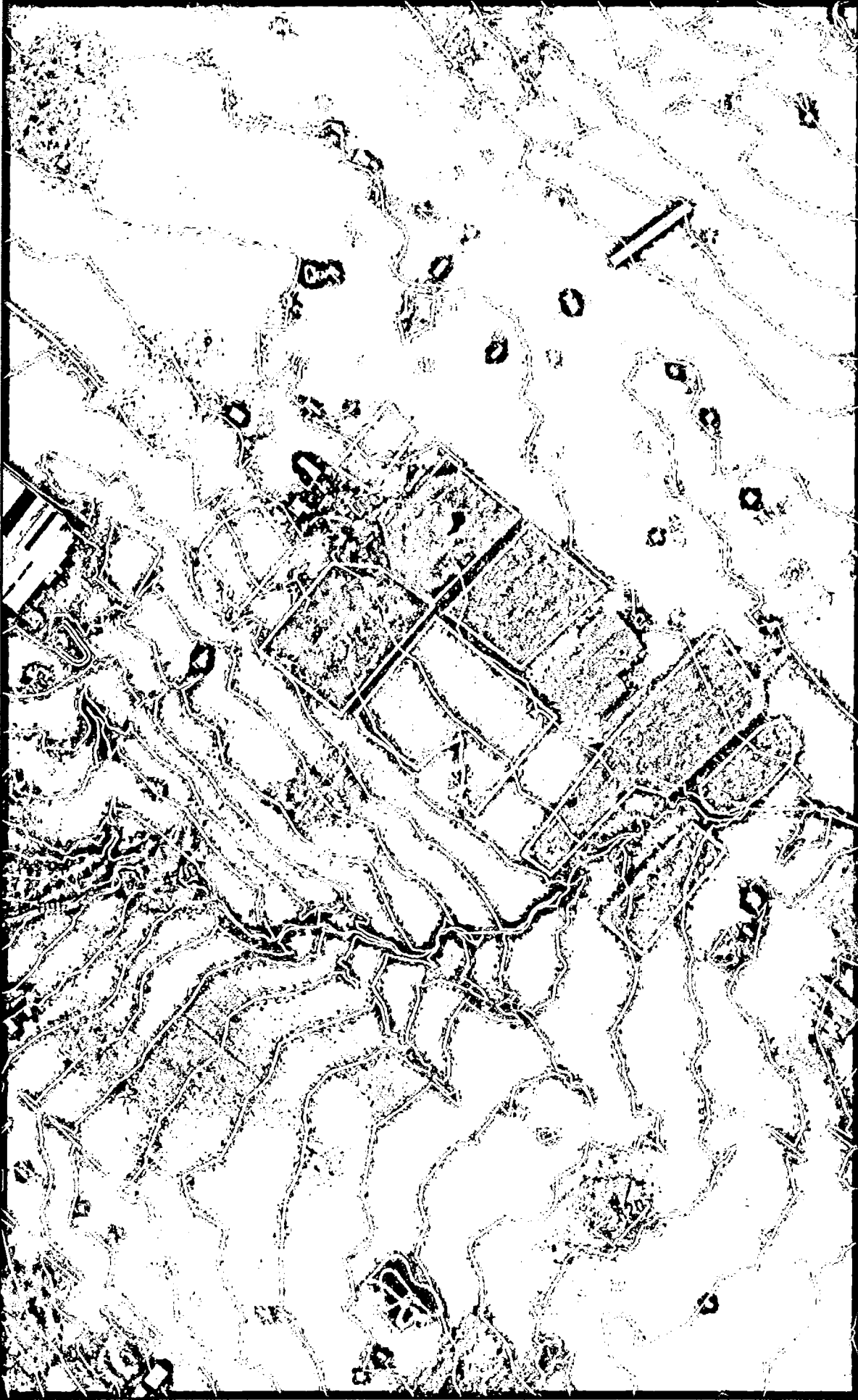
Generated brief soil descriptions are created for major soil components. The Readington soil is a minor component.

**Data Source Information**

Soil Survey Area: Bucks County, Pennsylvania  
Survey Area Data: Version 18, Aug 31, 2021

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Kelly W. Clemons, Esq.

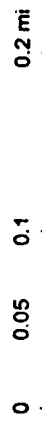
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1/5/2022, 12:59:28 PM

-  Municipal Boundary
-  Streams Image
-  Countours 5 ft (DVRPC)
-  Red: Band\_1
-  Green: Band\_2

1:9,028



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## LAND USE REQUIREMENTS

### Cropland

- Soil Loss (RUSLE): RUSLE documents are attached.
- Near Stream Management: Guidance document is attached.
  - Fields are located within 100 ft of a stream: Tract 2660 – 1, 2, 4, 5, 6
  - A 35ft permanent buffer is established.
- No gullies were identified during the summer 2021 site visit.

### Pastureland

- Pastures are rented to tenants, and Plumstead Acquisitions, LLC does not have management control.
- Tenants are responsible for pasture maintenance.
  - No gullies were identified in the proposed pasture locations during the summer 2021 site visit.

### Farmstead

- Farmstead is rented to tenants, and Plumstead Acquisitions, LLC does not have management control.
- Tenants are responsible for the generated manure, and for developing and following a DEP Manure Management Plan.

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Rusle Program Version:  
 Rusle Science Version:  
 Data Base:

### RUSLE2 Erosion Calculation Record

File: plans\Lykon - Gouldey Property  
 Access Group: R2\_NRCS\_Fld\_Office

**Inputs:**

Owner name	Location	Info
Plumstead Acquisitions, LLC	USA\Pennsylvania\Bucks County	

Field name	Soil	Slope T Value	Slope length, ft	Slope steepness, %
Tract 2660 - 1, 2, 3	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 4	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 5	soils\Bucks County, Pennsylvania\AmA Amwell silt loam, 0 to 3 percent slopes\Amwell Silt loam 90%	4.0	150	2.0
Tract 2660 - 6	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 7	soils\Bucks County, Pennsylvania\AbA Abbottstown silt loam, 0 to 3 percent slopes\Abbottstown Silt loam 90%	3.0	150	2.0
Tract 2660 - 8	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 9	soils\Bucks County, Pennsylvania\AmA Amwell silt loam, 0 to 3 percent slopes\Amwell Silt loam 90%	4.0	150	2.0

**Results:**

Field name	Description	Contouring system	Support practices	Terrace/diversion system	Cons. plan. soil loss, t/ac/yr	Sed. delivery, t/ac/yr	Soil conditioning index (SCI)	STIR value	Wind & irrigation-induced erosion for SCI	Fuel cost
Tract 2660 - 1, 2, 3	Sod Rotation Benchmark - Soybean	contour-systems\default	-- none - -	-- none --	0.77	0.77	-0.30	270	0	0
Tract 2660 - 1, 2, 3	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.6	1.6	0.26	140	0	0

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Tract 2660 - 4	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.41	0.41	0.66	15	0	0
Tract 2660 - 5	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.42	0.42	0.66	15	0	0
Tract 2660 - 6	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.6	1.6	0.26	140	0	0
Tract 2660 - 6	Sod Rotation Benchmark - Soybeans	contour-systems\default	-- none - -	-- none --	0.74	0.74	-0.27	270	0	0
Tract 2660 - 7	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.4	1.4	0.28	140	0	0
Tract 2660 - 7	Sod Rotation Benchmark - Soybeans	contour-systems\default	-- none - -	-- none --	0.64	0.64	-0.22	270	0	0
Tract 2660 - 8	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.41	0.41	0.66	15	0	0
Tract 2660 - 9	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.42	0.42	0.66	15	0	0

The SCI is the Soil Conditioning Index rating. If the calculated index is a negative value, soil organic matter levels are predicted to decline under that production system. If the index is a positive value, soil organic matter levels are predicted to increase under that system.

The STIR value is the Soil Tillage Intensity Rating. It utilizes the speed, depth, surface disturbance percent and tillage type parameters to calculate a tillage intensity rating for the system used in growing a crop or a rotation. STIR ratings tend to show the differences in the degree of soil disturbance between systems. The kind, severity and number of ground disturbing passes are evaluated for the entire cropping rotation as shown in the management description.





**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\Soil Rotations\Soybean

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
10/5/0	Plow, moldboard						
10/7/0	Disk, tandem secondary op.						
10/7/0	Disk, tandem light finishing						
10/8/0	Cultipacker, roller						
10/10/0	Roller, smooth						
10/10/0	Drill or air seeder single disk openers 7-10 in spac.	Turfgrass established	1.50				
4/30/1	Sod cutter						0
5/3/1	Chisel plow, coulter, st. pts.						
5/5/1	Disk, tandem secondary op.						
5/5/1	Disk, tandem light finishing						
5/10/1	Drill or airseeder, double disk	Soybean, group II, III and IV, 7in rows	45.0				
6/15/1	Sprayer, post emergence and fert. tank mix			weeds, 0-3 mo	250	14	
10/3/1	Harvest, killing crop 50pct standing stubble				770	36	770

Long-term natural rough.: 6.0 mm  
 Normally used as a rotation?: Yes  
 Duration: 1 yr

Info:



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\Soil Rotation\Wheat

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
8/5/0	Plow, moldboard						
8/7/0	Disk, tandem secondary op.						
8/7/0	Disk, tandem light finishing						
8/9/0	Cultipacker, roller						
8/12/0	Roller, smooth						
8/12/0	Drill or air seeder single disk openers 7-10 in spac.	Turfgrass established	1.50				
8/1/1	Sod cutter						0
9/10/1	Chisel plow, disk, st. pts.						
9/13/1	Disk, tandem secondary op.						
9/15/1	Disk, tandem light finishing						
9/20/1	Drill or airseeder, double disk	Wheat, winter 7in rows	60.0				
4/30/2	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
7/15/2	Harvest, killing crop 50pct standing stubble				2900	82	2900
7/17/2	Bale straw or residue						

Long-term natural rough.: 6.0 mm  
 Normally used as a rotation?: Yes  
 Duration: 2 yr

Info:



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\SB+Pasture

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
4/20/0	Chisel, st. pt.				1600	60	1100
4/25/0	Disk, tandem heavy primary op.						
4/30/0	Disk, tandem light finishing						
5/3/0	Drill or air seeder single disk openers 7-10 in spac.	Soybean, groups V, VI, VII, and VIII 7in rows	45.0				
6/15/0	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
10/1/0	Harvest, killing crop 20pct standing stubble				1800	66	460
10/3/0	Disk, tandem secondary op.						
10/5/0	Drill or air seeder single disk openers 7-10 in spac.	Bromegrass, fall seed senes to yr2 regrowth	2.00				
4/15/1	Fert applic. surface broadcast						
5/30/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		11	0.59	
7/9/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
8/18/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
9/27/1	Graze, rotational	Bromegrass, hay, yr2 senes to yr3 regrowth	2.00		7.1	0.40	
4/15/2	Fert applic. surface broadcast						
5/30/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		13	0.72	
7/9/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	

8/18/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
9/27/2	Graze, rotational	Bromegrass, hay, yr2 senes to yr3 regrowth	2.00		7.1	0.40	
4/15/3	Fert applic. surface broadcast						
5/30/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/19/3	Fert applic. surface broadcast						
9/27/3	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/4	Fert applic. surface broadcast						
5/30/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/4	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/5	Fert applic. surface broadcast						
5/30/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/5	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/6	Fert applic. surface broadcast						
5/30/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	

8/19/6	Fert applic. surface broadcast						
9/27/6	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/7	Fert applic. surface broadcast						
5/30/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/7	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/8	Fert applic. surface broadcast						
5/30/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/8	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/9	Fert applic. surface broadcast						
5/30/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/9	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/10	Fert applic. surface broadcast						
5/30/10	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/10	Graze, continuous	Bromegrass, hay, yr3 regrowth after cut	1.00		14	0.79	
8/18/10	Graze, continuous	Bromegrass, hay, yr3 regrowth after cut	1.00		14	0.79	
9/27/10	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	

## NEAR STREAM GUIDANCE

The following fields are located within 100 ft of a stream: Cropland Tract 2660 – 1, 2, 4, 5, 6


<b>BMP Alternatives for Low Cover (&lt; 25%) Near-Stream Crop Fields</b> Common conditions creating low cover near-stream conditions listed on the left, some common BMP alternatives provided on the right.	
<b>Low Cover Near-Stream Field Condition</b>	<b>BMP Management Practice</b>
<b>Corn silage harvest leaving low surface cover</b>	<ul style="list-style-type: none"> <li>• Cover crop (340) established immediately after harvest</li> <li>• Establish and maintain 35-foot <i>Permanent Vegetated Buffer</i></li> <li>• Practice continuous (&gt; 7 years) no-till system</li> <li>• Harvest silage high leaving &gt;20 inch stalk, then roll stalks flat to ground</li> </ul>
<b>Inversion tillage or aggressive tillage leaves low surface residue for part of the year</b>	<ul style="list-style-type: none"> <li>• After fall tillage – plant cover crop as soon as practical, ideally within several days of tillage.</li> <li>• In spring, till the near-stream field last, plant as soon as practical ideally within several days of tillage.</li> <li>• Establish a permanent grass or other sod in near-stream field</li> </ul>
<b>Rotation includes low residue crop</b>	<ul style="list-style-type: none"> <li>• Substitute high residue crop near-stream</li> <li>• Establish and maintain 35-foot <i>Permanent Vegetated Buffer</i></li> <li>• Establish a permanent grass or other sod in near-stream field</li> <li>• Practice continuous (&gt; 7 years) no-till system</li> </ul>

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# CERTIFICATION OF PARTICIPANTS

### Customer Information:


As the owner of this Conservation Plan, I agree the items/practices listed in each element are needed. I understand that it's my responsibility for keeping all the necessary records associated with the implementation of this plan. This plan will be implemented along the timeline outlined in the plan.

Signature:  Date: 1/7/22

Name: Dewey Bunch

### Certified Planner:

As the Author and Conservation Planner for this plan, I certify that I have written this conservation plan under NRCS guidelines. I believe that this plan is technically compatible, reasonable, and implementable.

Signature:  Date: 1.7.2022

Name: Sarah M. Crooke



November 14, 2023 Plumstead Acquisitions, LLC

Reply Letter – Email from Nick Lykon



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**Ives, John**

**From:** nicklykon@comcast.net  
**Sent:** Tuesday, November 14, 2023 6:40 AM  
**To:** Ives, John  
**Cc:** 'John A. VanLuvanee'; 'Beth A. Haney'; 'Chip Bunch'  
**Subject:** FW: Bucks County Conservation Review Letter of 10/26/23  
**Attachments:** 2107004\_ALPE\_TWP-Conservation Easement Plan.pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**\*External Sender\***

Dear Mr. Ives

After receipt of your letter dated 10/26/23, I have made an appointment with our two tenants on TMP # 34-004-031-002 (Farmhouse) and 34-004-031 (Butcher Shop) we have discussed the outstanding issue on both parcels with the tenants and the follow list are action items. Pictures will be supplied after corrected actions.

Parcel 34-004-031-002

1. **Gravel Access Drive** this drive was existing, as is shown on Photo Location Map – Part A and the photo taken at photo point 56 in the Baseline Report. Its use are for agricultural access to farm fields and the horse barn. It’s use is for agricultural purposes only.
2. **Misc debris piles** will be cleaned up and pictures attached and will be supplied the clean up. The clean up has already begun. Milling piles will be hauled off site.
3. **Horse Paddocks/ Grazing Areas** Mowing these areas has begun. Next year these ones will be treated with herbicide treated and the pasture will be over seeded as mowed.

Parcel 34-004-033-004

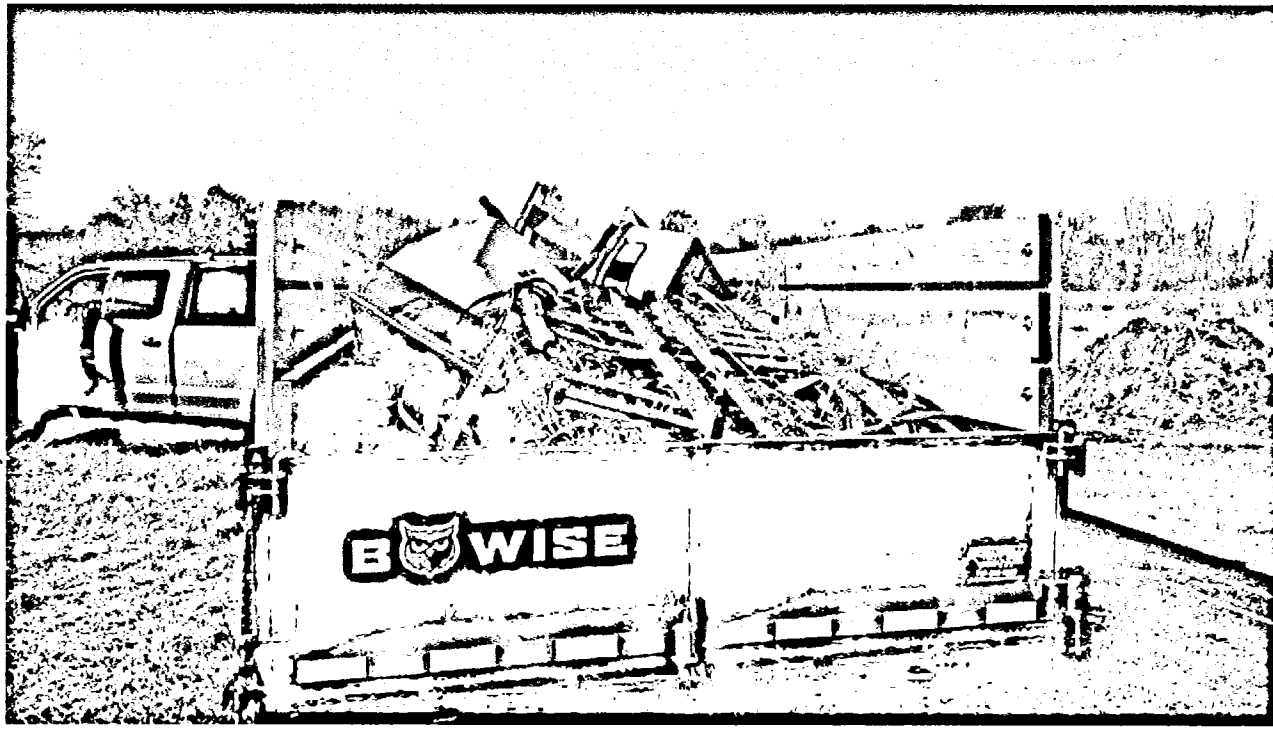
1. **Soil Health** we are following the plan. This was corrected prior to receipt of the letter.

Parcel 34-004-031

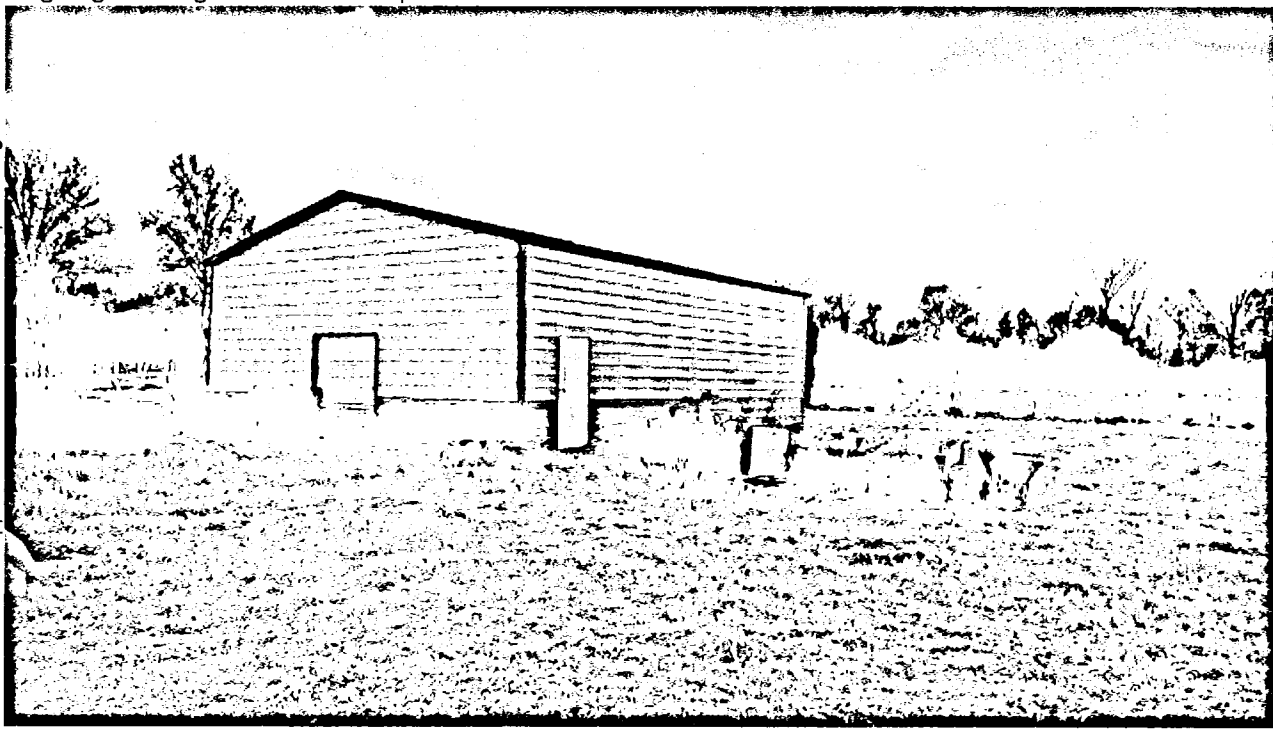
1. **Butcher shop use** The butcher shop use was an existing use. It is documented in the baseline on page # 1, Paragraph E. Current Uses see also photos taken at photo points 46 and 47. Residence, Agriculture, Preservation, Wildlife, Pasture, Commercial/Retail ,and Industrial. The intent is to continue those uses. Plumstead Acquisitions has obtained a Certificate of Occupancy issue by Plumstead Township for those uses. The intent is to add pasture fencing to increase the production of livestock on the site. Attached is a copy of the plan showing the building curtilage where the residential, retail, and industrial uses will be limited to.
2. **Misc soil and debris piles** Will work on remedy as per recommendations and will send pictures.

Pictures taken 11/13/23  
Debris removed from the site

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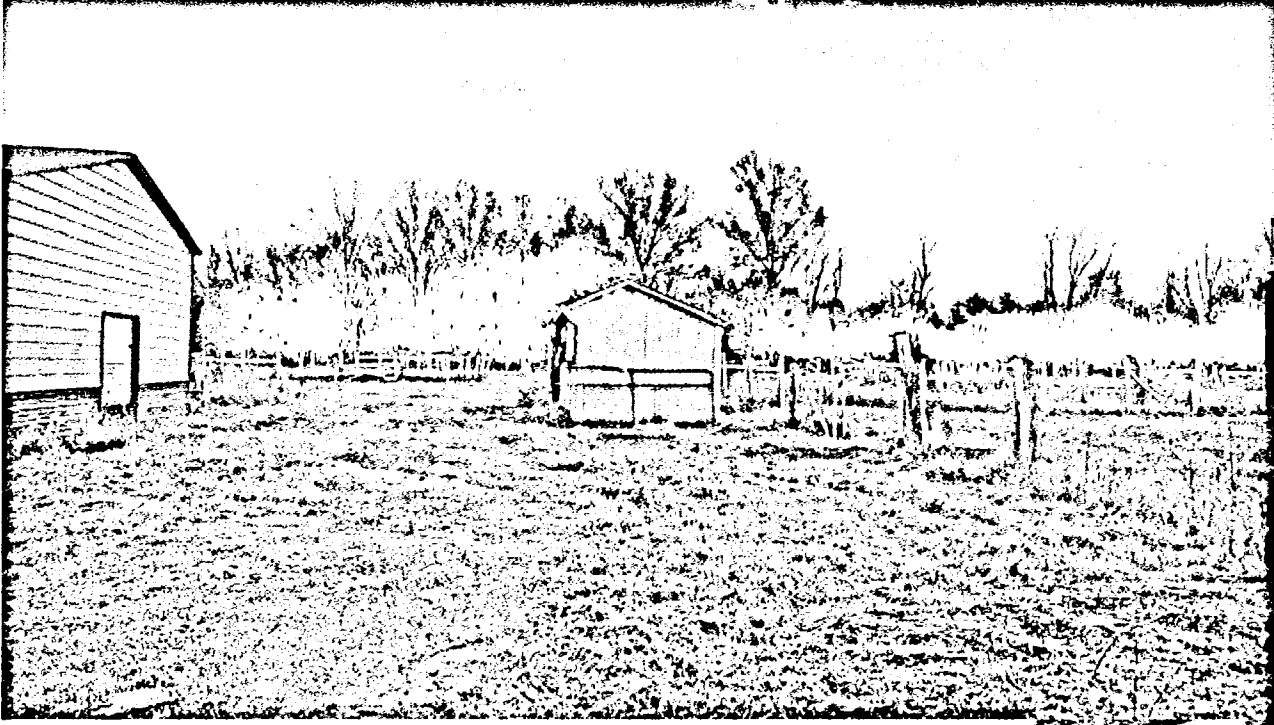
Ongoing mowing and site clean up



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

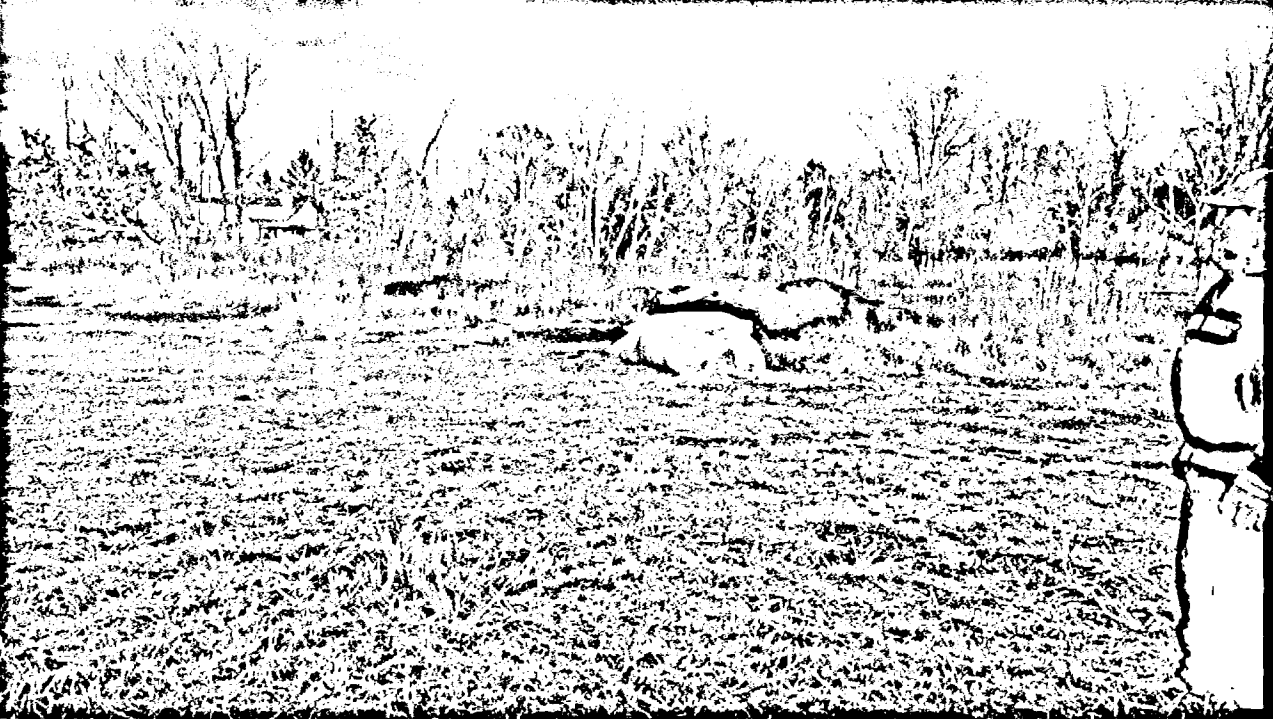


Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



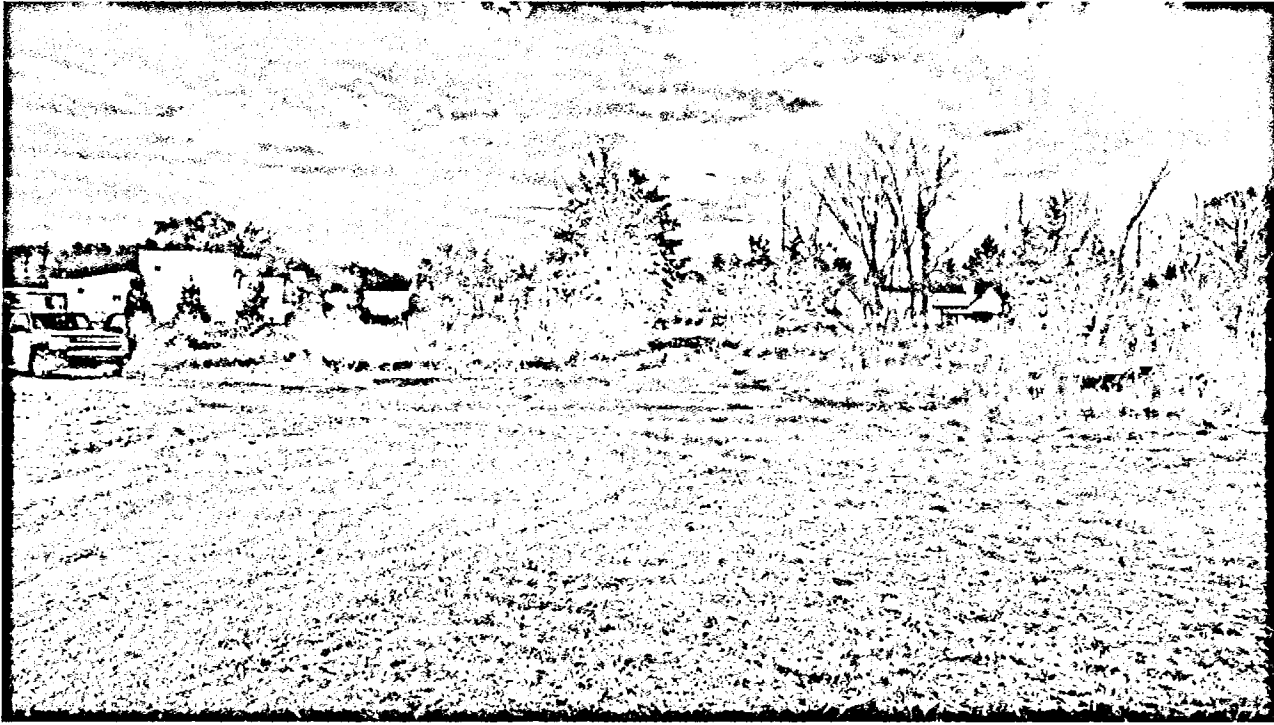


Milling piles to be removed this week



Dirt pile to be spread on site including piles on butcher shop property

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Manure piles to be spread on fields



Please accept this as our official response to your letter of 10/26/23 and we will follow up with pictures of progress.

Wick Lykon  
Managing Member  
Cell: 215.783.0504

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

[nicklykon@comcast.net](mailto:nicklykon@comcast.net)

**Plumstead Acquisitions LLC.**

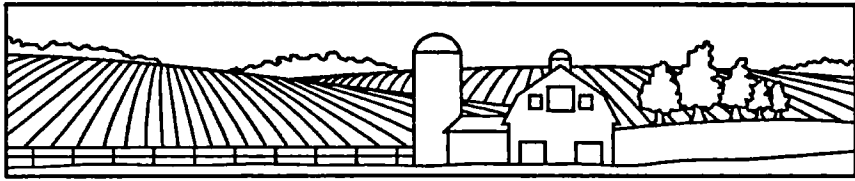
**6176 Haring Road**

**Perkasie PA 18944**

Offering Well Maintained Unique Properties

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Bucks County



## Agricultural Land Preservation Program



County Commissioners:  
Diane M. Ellis-Marseglia, LCSW, Chair  
Robert J. Harvie Jr., Vice Chair  
Gene DiGirolamo, Secretary

Board:  
Chair, BARTLEY E. MILLETT  
Vice Chair, MARTIN SCHAEFER  
Treasurer, JAMES NILSEN  
WESLEY M. SCHMIDT  
KENNETH W. BUPP  
WILLIAM H. YERKES, 3<sup>rd</sup>  
JONATHAN R. SNIPE  
DAVID R. WOLFINGER  
KEN GOLDENBERG  
Administrator, JOHN S. IVES

May 22, 2024

Mr. Ephraim Z. Stoltzfus  
Kingdom Equity Partners, LLC  
233 Gunhart Road  
Mohnton, PA 19540

RE: Notice of Violation - Deed of Agricultural Conservation Easement  
Kingdom Provisions, LLC  
5960 Durham Road  
Pipersville, PA 18947  
TMP #34-004-031

Dear Mr. Stoltzfus:

Bucks County, Heritage Conservancy, Inc., and the Commonwealth of Pennsylvania are co-holders on the Deed of Agricultural Conservation Easement (ACE) that is located on TMP #34-004-031, located at 5960 Durham Road in Plumstead Township. Following two previous letters of concern (dated October 3, 2023, and April 24, 2024), this letter is to formally notify you of violations to the ACE on the subject property. Specifically, you are in violation of the following:

1. Paragraph 1. Permitted Acts - The ACE notes *"During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production")."* The ACE clearly stipulates that at least fifty (50) percent of the products produced must originate from the farm operator and/or derived from the land/farm protected under the easement. It does not appear that this requirement is in compliance.



This requirement applies to the slaughterhouse/meat processing and agricultural uses on your tract. Compliance is critical to ensuring that the primary use of the land remains agricultural and that it supports the sustainability and preservation goals intended by the easement.

**Corrective Actions:** We have noted this issue in previous letters and have had discussions with you and the current operations manager regarding this topic. As of today, the County has not received any short- or long-term narrative that clarifies future activities and intentions, standard procedures, and operations associated with the farmland and slaughtering facility. You must submit a detailed plan outlining the steps you will take to ensure that at least 50 percent of the products produced and processed at your facility are derived from the land covered by the ACE.

2. **Paragraph 7. Soil and Water Conservation** - The ACE notes that any change in agricultural production requires an updated Conservation Plan. The current plan does not indicate that livestock animals, food processing waste, or manure are being managed on the parcel. Additionally, the current Conservation Plan does not include a maintenance program or a nutrient and manure management component as it relates to the on-going agricultural uses on your tract.

**Corrective Actions:** Since the use of the tract has changed, specifically using portions of the property to compost animal byproducts, the Conservation Plan must be updated and amended. The updated plan should be supported by the Bucks County Conservation District and the USDA Soil Conservation Service and should address soil and water conservation and health, especially regarding composting of the soil. Future areas for grazing, hay, and other crops should be identified and incorporated into the plan.

3. **Miscellaneous Debris Piles: Taking Land Out of Production** - The dumping and storage of large piles that have no connection to normal farming activities and appear to contain concrete and building materials are not permitted activities in Paragraph 1. Permitted Acts. The debris piles appear to be located within areas that have historically been in production, either in hay or other crops.

**Corrective Actions:** You must remove debris piles out of cultivated field areas and re-establish the areas for active agricultural production in compliance with the Conservation Plan.

Failure to comply with these violations not only undermines the purpose of the ACE but also breaches the legal agreement in place. As stewards of this easement, it is our responsibility to enforce these terms rigorously.

Attached are the inspection letters, dated April 26, 2024, and October 26, 2023, which include the Annual Monitoring Worksheet (October 3, 2023), Recorded Deed of Agricultural Conservation Easement (November 14, 2022), the current Conservation Plan (January 7, 2022) and follow up reply correspondence from Plumstead Acquisitions, LLC (November 14, 2023).

Failure to address and rectify these violations within the specified timeframe may result in legal action, including but not limited to, injunctions or other remedies available under the law to enforce the terms of the ACE. We value your cooperation and commitment to preserving the agricultural integrity of the land. If you have any questions or require further clarification, please do not hesitate to contact me directly.

### Next Steps

1. Please contact John Ives at 215.345.3409 to discuss the steps you will take to ensure that the proper implementation measures are taken to bring your operations into full compliance with the ACE terms. The issuance of this Notice of Violation will start the enforcement process listed below.
  
2. Future Enforcement: According to Chapter 138e.206 of the Agricultural Conservation Easement Program:
  - (a) Sixty days after the mailing of a Notice of Violation, the county board shall commence and prosecute an action in the court of common pleas of the county in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms if the easement, and other appropriate relief, unless the county board does one of the following:
    - (1) Determines with the State Board that the violation has been corrected.
    - (2) Completes the following requirements:
      - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot be reasonably completed within the 60-day period described in this subsection.
      - (ii) Established a period not to exceed 1 year within which the corrective measures shall be completed.
  - (b) The county board shall commence and prosecute the enforcement action described in subsection (a) if the violation is not corrected within the time established under subsection (a)(2)(ii).
  - (c) The owner of the restricted land shall bear the costs associated with the correction of a violation of the easement, including:

- (1) Costs of work required and materials used to correct the violation.
- (2) Administrative costs incurred by the county board and the State Board.
- (3) Court costs and reasonable attorneys' fees incurred by the county board and the State Board in enforcing the easement.

Thank you for your immediate attention to this matter.

Sincerely,



John Ives  
Director Agricultural Land Preservation & Municipal Open Space Programs



Kristine Kern  
Vice President, Heritage Conservancy, Inc.

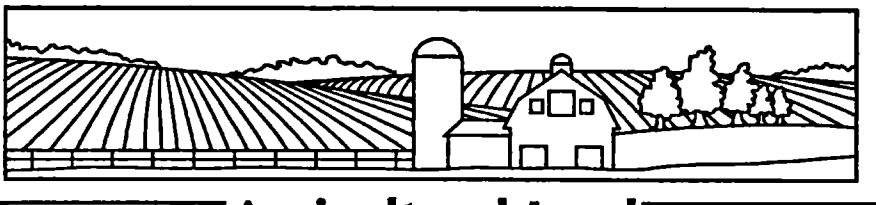
Cc: Diane M. Ellis-Marseglia, Commissioner, Bucks County (via email)  
Margaret A. McKeivitt, COO, Bucks County (via email)  
Evan Stone, Executive Director, BC Planning Commission (via email)  
Dr. David Damsker, Director, BC Department of Health (via email)  
Phillip J. Smith, B.S., BC Department of Health (via email)  
Dan Grieser, Deputy County Solicitor, BC Law Department (via email)  
Maryellen Lott, Office Supervisor/Assistant to Executive Director, BC Planning Commission (via email)  
Susan Caughlan, Legal Counsel, Heritage Conservancy, Inc. (via email)  
Tara Camp, Conservation Acquisition Specialist, Heritage Conservancy, Inc. (via email)  
Angela P. Benner, Manager, Plumstead Township (via email)  
Steve Hicks, Assistant Manager/Zoning Officer, Plumstead Township (via email)  
Jonathan J. Reiss, Esquire, Plumstead Township (via email)  
Will Oetinger, Esquire, Plumstead Township (via email)  
Gretchen Schatschneider, District Manager, BC Conservation District (via email)  
Carly Seldow, Agricultural Conservation Technician, BC Conservation District (via email)  
Ryan Herstine, Agricultural Conservation Technician, BC Conservation District (via email)  
Logan Freed, Conservation Specialist, BC Conservation District (via email)  
James Beach, P.E., Air Quality, New Source Review, PA DEP (via email)  
Jennifer Ramos-Buschmann, Air Quality, Operations Section, PA DEP (via email)  
Jillian Gallagher, Air Quality, Operations Section, PA DEP (via email)

Stephanie Berardi, Regional Communications Manager, PA DEP (via email)  
Kevin Bauer, Waste Management, Operations Section, PA DEP (via email)  
Shawn Mountain, Waste Management, Program Manager, PA DEP (via email)  
Patrick Patterson, Regional Director, PA DEP (via email)  
Sachin Shankar P.E., Assistant Regional Director, PA DEP (via email)  
Lisa Strobridge, Local Government Liaison, PA DEP  
Gina M. Thomas, Attorney, PA DEP (via email)  
Joseph Schein, FSIS, US Department of Agriculture (via email)

# April 26, 2024 Follow-up Inspection Letter

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Bucks County



## Agricultural Land Preservation Program



County Commissioners:

Diane M. Ellis-Marseglia, LCSW, *Chair*  
Robert J. Harvie Jr., *Vice Chair*  
Gene DiGiroalomo, *Secretary*

Board:

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*Treasurer*, JAMES NILSEN  
WESLEY M. SCHMIDT  
KENNETH W. BUPP  
WILLIAM H. YERKES, 3<sup>rd</sup>  
JONATHAN R. SNIPES  
DAVID R. WOLFINGER  
KEN GOLDENBERG  
*Administrator*, JOHN S. IVES

April 26, 2024

Mr. Ephraim Z. Stoltzfus  
Kingdom Equity Partners, LLC  
233 Gunhart Road  
Mohnton, PA 19540

RE: Follow-up Inspection: Kingdom Provisions, LLC  
5960 Durham Road  
Pipersville, PA 18947  
TMP #34-004-031

Dear Mr. Stoltzfus:

On April 24, 2024, John Ives and Dan Grieser from Bucks County met with you and performed a follow-up monitoring inspection on the subject tract (TMP #34-004-031) that is subject to a Deed of Agricultural Conservation Easement (ACE) dated November 14, 2022 with Bucks County, Commonwealth of Pennsylvania, and Heritage Conservancy, Inc. as grantees. The ACE covers four tracts that include #34-004-031; #34-004-031-002; #34-004-033-004; and 34-031-012. Prior to your purchase of the subject tract In December 2023, an initial required inspection was performed October 3, 2023 on all four tracts under the ACE, all of which were owned by Plumstead Acquisitions, LLC at the time. An inspection letter was issued on October 26, 2023 noting concerns on three of the tracts, including your tract with the meat processing operation/slaughtering facility. A follow up correspondence from Plumstead Acquisitions, LLC on November 14, 2023 addressed future intent to comply with our concerns.

Attached is the inspection letter, dated October 26, 2023, which includes the Annual Monitoring Worksheet (October 3, 2023), Recorded Deed of Agricultural Conservation Easement (November 14, 2022), and the current Conservation Plan (January 7, 2022) and the follow up reply correspondence from Plumstead Acquisitions, LLC (November 14, 2023).

From our conversation with you on April 22, 2024, we discussed the following concerns regarding the ACE and means to remedy those concerns.

### Follow-up Issues from the October 26, 2023 Inspection Letter:

- We have not received a narrative that clarifies the activities, standard procedures, and operations associated with the slaughtering facility, including the Certificate of Occupancy that was issued by

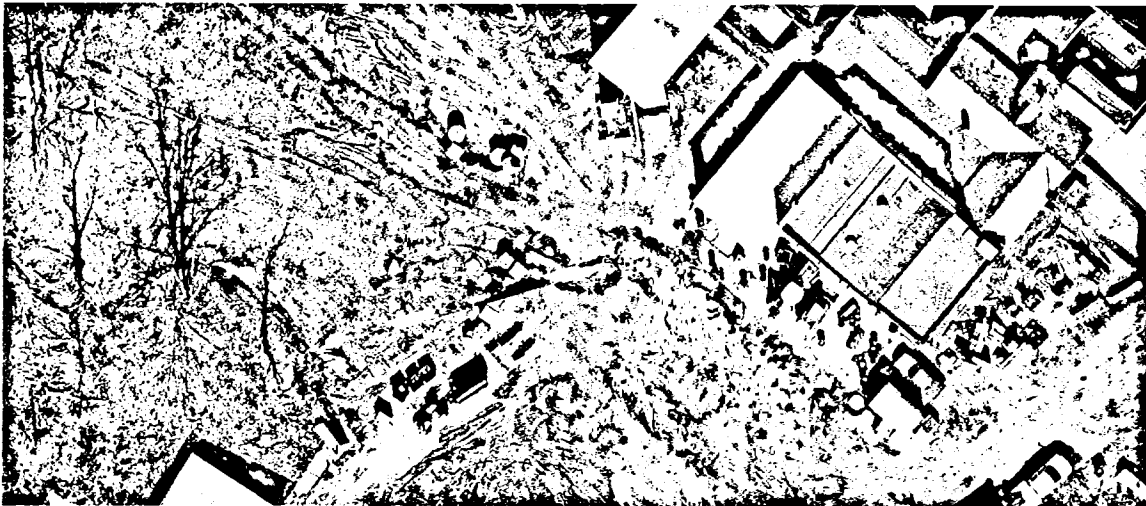
The Almshouse - Neshaminy Manor Center  
1260 Almshouse Road Doylestown, PA 18901  
Phone: 215.345.3409  
E-mail: jives@buckscounty.org

Plumstead Township, as noted in the November 14, 2023 correspondence from Plumstead Acquisitions, LLC. It is recommended that the owner prepare and provide a short- and long-term plan of action describing the intent of future improvements regarding the butcher shop and surrounding grounds. The plan should display and define the movement of trucks and trailers, parking areas, exterior outdoor pasture and grazing areas, proposed fencing and sheds/animal enclosures anticipated to be located on the tract.

- We discussed compliance with the greater than 50 percent clause required by the ACE (*Paragraph 1. Permitted Acts of the Deed of Agricultural Conservation Easement*). We understand that it is your intent to reestablish fenced-in grazing areas to support livestock.

#### Additional Issues Discussed:

- The ACE, *Paragraph 7. Soil and Water Conservation* notes that any change of agricultural production requires an updated Conservation Plan. The current plan does not indicate that animals or manure are being managed on the parcel. The current Conservation Plan also does not include a maintenance program or a nutrient and manure management component as it relates to the ongoing agricultural uses on your tract. Since the use of the tract has changed, specifically using portions of the property to compost animal byproducts, the Conservation Plan must be updated or amended. The updated plan should be supported by the Bucks County Conservation District and the USDA Soil Conservation Service and should address soil and water conservation and health, especially regarding composting of the soil.
- We discussed best management practices to prevent unpermitted discharge of animal and industrial waste into the local drainage ways and waterways. This can be incorporated into the Conservation Plan and can help prevent groundwater contamination. A vehicle clean-out area should be established as part of the plan of action noted above.



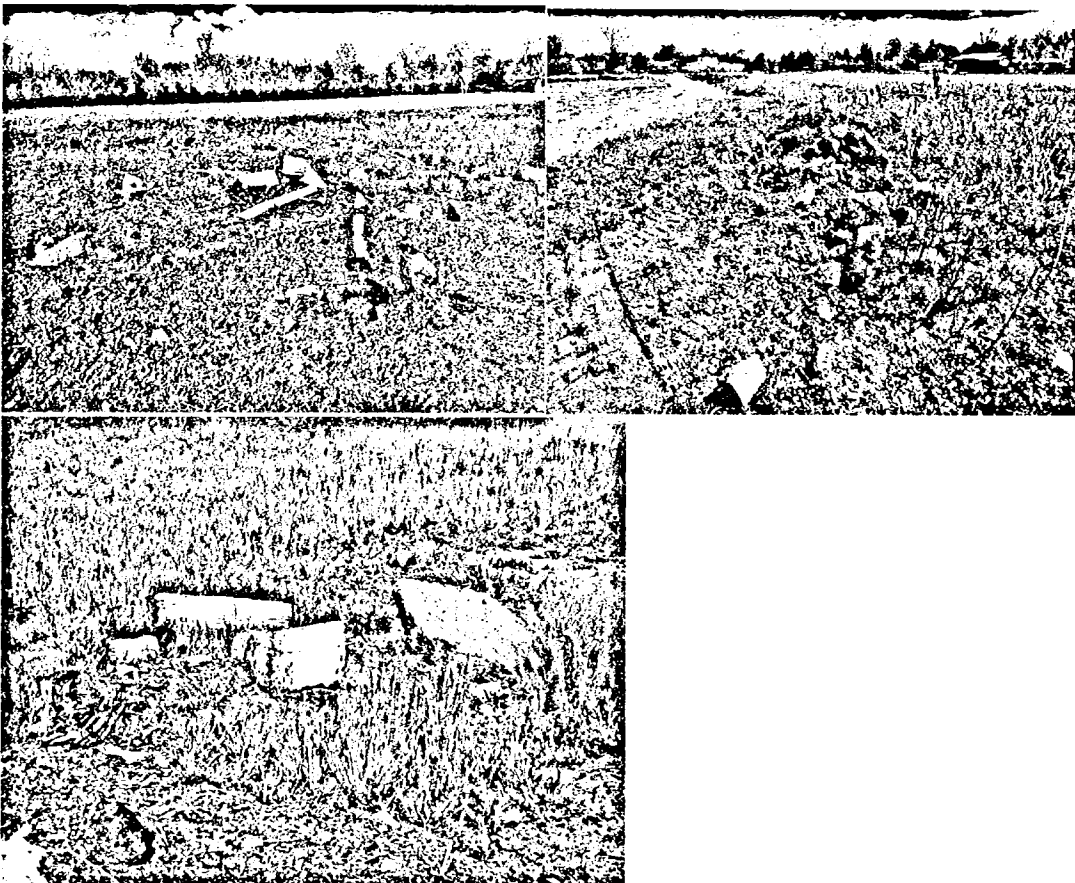
Prevent waste material from entering creek drainage way.

Near Map Aerial March 2024

- Re-establishment of grazing and pasture areas. Maintaining a cover crop will help with excess soil runoff and erosion.



- There are several perimeter boundaries along your tract that you mentioned will be defined with berms, screening plantings, and fences.
- It appears that there are several new piles of miscellaneous debris that include building materials and siding, gravel, concrete chunks, and landscape materials that should be removed and re-established as fields.



**Next Steps**

1. Please contact John Ives at 215.345.3409 within 20 days from the date of this Letter of Concern to discuss the observations of the monitoring inspection that was performed on April 24, 2024. Failure

The Almshouse - Neshaminy Manor Center  
1260 Almshouse Road Doylestown, PA 18901  
215/345-3409 FAX 215/345-3886  
E-mail: jives@buckscounty.org



to contact us within the 20-day timeframe or begin remedial measures to remedy the concerns may result in a Notice of Violation to be issued. The issuance of a Notice of Violation will start the enforcement process listed below.

2. Future Enforcement: According to Chapter 138e.206 of the Agricultural Conservation Easement Program:
  - (a) Sixty days after the mailing of a Notice of Violation, the county board shall commence and prosecute an action in the court of common pleas of the county in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms if the easement, and other appropriate relief, unless the county board does one of the following:
    - (1) Determines with the State Board that the violation has been corrected.
    - (2) Completes the following requirements:
      - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot be reasonably completed within the 60-day period described in this subsection.
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    - (1) Costs of work required and materials used to correct the violation.
    - (2) Administrative costs incurred by the county board and the State Board.
    - (3) Court costs and reasonable attorneys' fees incurred by the county board and the State Board in enforcing the easement.

Sincerely,



John Ives

Director Agricultural Land Preservation & Municipal Open Space Programs

Cc: Evan Stone, Executive Director, Bucks County Planning Commission (via email)  
Dan Grieser, Deputy County Solicitor, Bucks County Law Department (via email)  
Angela P. Benner, Manager, Plumstead Township (via email)  
Kris Kern, Vice President, Heritage Conservancy, Inc. (via email)

# October 26, 2023 Inspection Letter w/Attachments

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# Bucks County



## Agricultural Land Preservation Program



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Diane M. Ellis-Marseglia, LCSW, Vice Chair  
Gene DiGirolamo, Secretary

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WESLEY M. SCHMIDT  
KENNETH W. BUPP  
WILLIAM H. YERKES, 3<sup>rd</sup>  
JONATHAN R. SNIPES  
DAVID R. WOLFINGER  
BARTLEY E. MILLETT  
Administrator, JOHN S. IVES

October 26, 2023

Plumstead Acquisitions, LLC  
C/o Chip Bunch and Nick Lykon  
6176 Haring Road  
Perkasie, PA 18944

Re: Plumstead Acquisitions, LLC Inspection Monitoring  
5960 Durham Road, Pipersville, PA 18947

Dear Mr. Bunch and Mr. Lykon:

On October 3, 2023, John Ives and Dan Grieser from Bucks County and Estelle Wynn Dolan from Natural Lands visited the Plumstead Acquisition, LLC preserved farm tracts located in Plumstead Township to perform the required farm inspection and monitoring. The inspection was performed in accordance with Chapter 138e. Agricultural Area Security Law, sections 138.e.204-206 and the Pennsylvania Agricultural Conservation Easement Purchase Program. The four tracts inspected include TMPs #34-004-031; 34-004-033-004; #34-004-033-002; and #34-031-012 and were preserved by a Deed of Agricultural Conservation Easement (ACE) dated November 14, 2022 with Bucks County, Commonwealth of Pennsylvania, and Heritage Conservancy, Inc. as grantees. The ACE was acquired for \$887,120.00 and covers 68.24 acres.

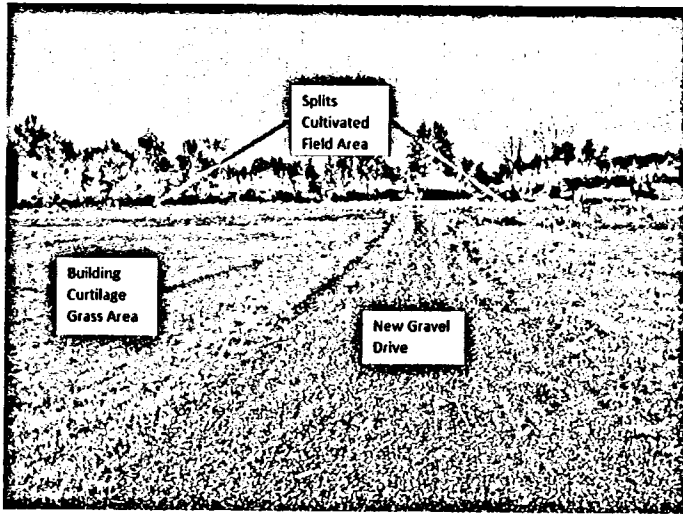
Our inspection included the following observations that require follow up conversation in order to determine compliance with the ACE. Enclosed with this letter is the current monitoring worksheet report, dated October 3, 2023, the recorded Deed of Agricultural Conservation Easement, dated November 14, 2022, and the current Conservation plan, dated January 7, 2022.

Our concerns are listed below:

1. TMP #34-004-031-002

- **Gravel Access Drive:** A new gravel access drive has been established within the easement area on TMP #34-004-031-002 that intersects with S.R. 413 (Durham Road) and runs to the existing horse barn area in the center of the property. The drive traverses through a portion of grass area that is associated with the building curtilage area on the subject tract and through a designated crop area (labeled Cropland Tract 2660-2) as noted in the Conservation Plan, prepared by Crooke Farms and dated January 7, 2022.

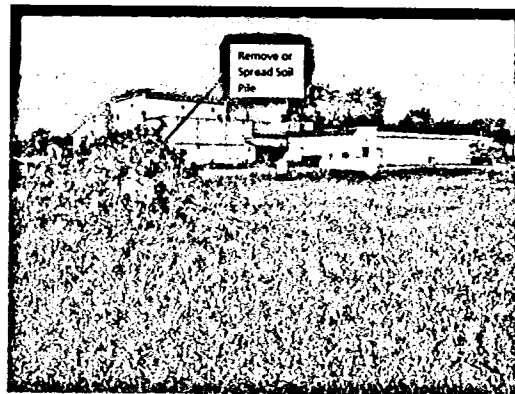
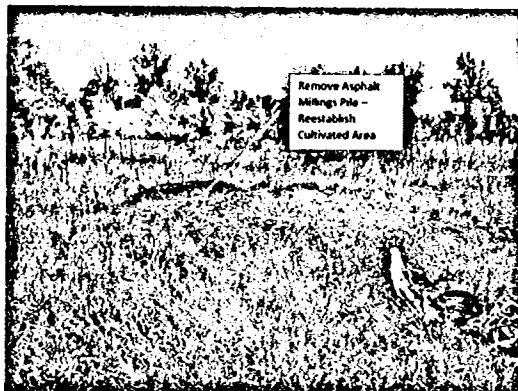
Concerns: The intent and purpose of the access drive is not clear. It appears it may be for horse trailer access to the existing barn on the tract and adjacent paddocks. Questions include: Is it only for the tenant(s) that lease the house on the tract? Is it used for farm equipment and/or the farmer operator managing the fields? Does it comply with Plumstead Township ordinance requirements (zoning and land development) as well as applicable state regulations when intersecting with a state road (S.R. 413/Durham Road)?



Picture of New Gravel Drive – 10/3/23

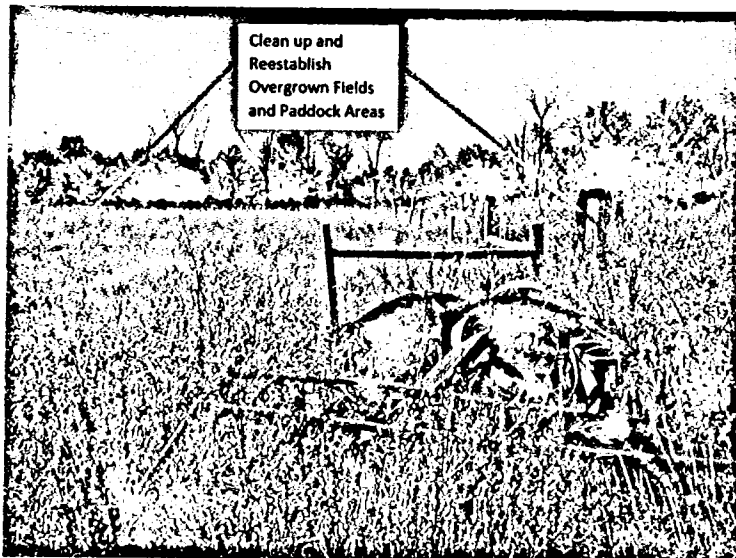
- **Miscellaneous Debris Piles:** Several debris piles were noted on the tract that include piled dirt and an asphalt milling pile. See photographs below.

**Solution and Remedy:** The dirt pile should be spread and the asphalt millings pile should be removed.



- **Horse Paddocks/Grazing Cell Areas:** It was observed that several of the fenced-in paddock and horse grazing pens and surrounding areas are overgrown with successional grasses, flowers, and herbaceous shrubs. It appears to be non-active and a non-cultivated area. The Conservation Plan

labels this 5.1-acre area as cropland (Tract 2660-8 with a conversion to pastureland). See photographs below.



10/3/23

**Solution and Remedy:** Clean up and reestablish functioning paddock and grazing/pasture/crop areas within the areas that are fenced and the remaining area of Tract 2660-8.

In addition, is there a commercial equine activity that includes boarding, training, or instruction on the tract?

2. TMP #34-004-033-004

- **Soil Health:** In order to ensure soil health on the subject tract, the conservation practices noted in the Conservation Plan should be maintained. These practices include reducing sheet and rill erosion and maintaining soil health and organic matter content. The owner/farm operator should adhere to the sod and crop rotation schedule.



Picture of Sod Area – 10/3/23

3. TMP #34-004-031

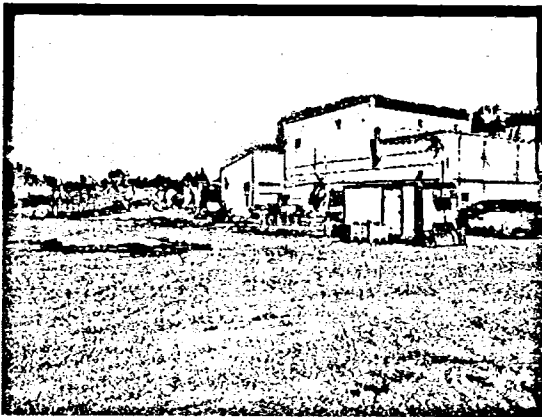
- **Butcher Shop Use:** The pre-existing butcher shop use has continued in operation and is a permitted rural enterprise agricultural use. Paragraph 1. Permitted Acts of the Deed of Agricultural Conservation Easement notes *"During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production")."* The greater than fifty percent rule applies to the butcher shop use, which means that greater than fifty percent of the animals processed should be raised on-site. It does not appear that this requirement was in compliance.

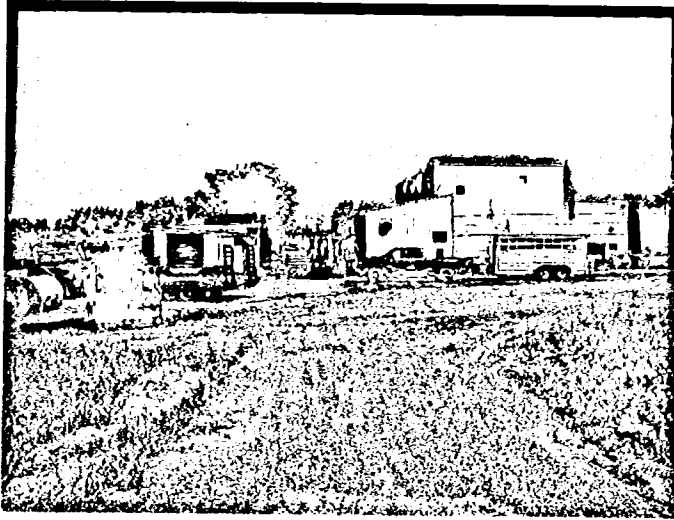
Following discussion with the tenants of the tract, it appears the ultimate goal is to raise/hold animals on-site that will be processed (thereby complying with the greater than 50 percent clause), as well as convert some surrounding crop land into pastureland to support the on-site animals.

**Solution and Remedy:** For our understanding and clarity of the activities associated with the butcher shop, it is recommended that the owner prepare and provide a short and long term plan of action describing the intent of future improvements regarding the butcher shop and surrounding grounds. The plan should display and define the movement of trucks and trailers, parking areas, exterior outdoor pasture and grazing areas, proposed fencing and sheds/animal enclosures anticipated to be located on the site.

- **Miscellaneous Debris/Soil Piles:** Clean up debris/soil piles on the tract.

**Solution and Remedy:** The dirt piles should be spread or repurposed.





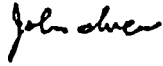
*General Pictures around the Butcher Shop – 10/3/23*

#### Next Steps

1. Please contact John Ives at 215.345.3409 within 20 days from the date of this notification letter to discuss the observations of the monitoring inspection that was performed on October 3, 2023. Failure to contact us within the 20-day timeframe or begin remedial measures to remedy the concerns may result in a notice of violation to be issued.
2. Future Enforcement: According to Chapter 138e.206 of the Agricultural Conservation Easement Program:
  - (a) Sixty days after the mailing of a notice of violation, the county board shall commence and prosecute an action in the court of common pleas of the county in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms of the easement, and other appropriate relief, unless the county board does one of the following:
    - (1) Determines with the State Board that the violation has been corrected.
    - (2) Completes the following requirements:
      - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot be reasonably completed within the 60-day period described in this subsection.
      - (ii) Established a period not to exceed 1 year within which the corrective measures shall be completed.
  - (b) The county board shall commence and prosecute the enforcement action described in subsection (a) if the violation is not corrected within the time established under subsection (a)(2)(ii).
  - (c) The owner of the restricted land shall bear the costs associated with the correction of a violation of the easement, including:

- (1) Costs of work required and materials used to correct the violation.
- (2) Administrative costs incurred by the county board and the State Board.
- (3) Court costs and reasonable attorneys' fees incurred by the county board and the State Board in enforcing the easement.

Sincerely,



John Ives

Director Agricultural Land Preservation & Municipal Open Space Programs

Cc: Evan Stone, Executive Director, Bucks County Planning Commission (via email)  
Dan Grieser, Deputy County Solicitor, Bucks County Law Department (via email)  
Angela P. Benner, Manager, Plumstead Township (via email)  
Estelle Wynn Dolan, Land Protection Specialist, Natural Lands (via email)  
Kris Kern, Vice President, Heritage Conservancy (via email)



# Monitoring Worksheet



# Annual Monitoring Worksheet

Date: 10/03/2023

*The purpose of monitoring is to ensure compliance with program policy, the terms of the easement deeds, evaluate restoration progress, determine restoration repairs or enhancements needed to ensure maximum environmental benefits, and to maintain contact with landowners or partners. Staff with applicable expertise should collect the monitoring information. Partners with the appropriate technical expertise may be authorized to conduct monitoring reviews. The landowner or decision maker should be offered the opportunity to participate in monitoring reviews. Photographs from designated points are recommended when conducting onsite monitoring.*

## Landowner Information

Landowner(s): Plumstead Acquisitions, LLC

Farm Address: 5960 Durham Road City: Pipersville Zip Code: 18947

Owner Address: Plumstead Acquisitions, LLC City: Pipersville Zip Code: 18947

Phone Number: 215.766.7208 Parcel Number: # 34-4-31,-33-4,-31-2,34-31-12

Monitor(s): John Ives, Dan Grieler, Estelle Wynn Dolan (Natural Lands) Acreage: 68.24

Monitoring Date: 10/03/2023 Date of Easement: 11/14/2022

1. Was current ownership verified?  
(Ownership must be verified) Yes  No   
Date of verification: 9/25/2023 Verified By: John Ives
2. If there is a new landowner, were they notified of the easement and have records been updated? Yes  No   
New landowner name(s) (if applicable): \_\_\_\_\_
3. Landowner requested follow up: Yes  No   
List requested follow up: \_\_\_\_\_
4. Have any new structures been built since the last visit? Yes  No   
Please list if applicable: Renovated butcher shop building
5. Are there plans for any new structures? Yes  No   
Please list if applicable: \_\_\_\_\_
6. Has the permitted additional residence been built? Yes  No
7. Was the landowner or decision maker present during the interview? Yes  No
8. Condition of Sign : sign not installed yet

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

**Monitoring Questions**

1. Are the terms and conditions of the easement deed being met? (e.g., dumping, unauthorized uses, no encroachment, etc.) Yes  No

List unauthorized uses, if applicable: \_\_\_\_\_

2. Is there evidence or knowledge of a spill or release of hazardous substances, such as petroleum products or other potential environmental hazards on the property since the last monitoring event? Yes  No

If yes, describe and indicate the locations on a property/site map. Consult with appropriate administrative, technical and legal staff to take required action(s).

List required actions items (if applicable): \_\_\_\_\_

3. Are objectives of the conservation plan being met? Yes  No

If no, list action items: \_\_\_\_\_

4. What are the current agricultural activities on the farm? Crops  Livestock   
Other: Butcher shop, sod/crops, horse

5. Are there noxious plant or pest species issues? Yes  No

If yes, list species present: \_\_\_\_\_

6. Are there areas of concern or of future violation potential? Yes  No

If yes, identify actions that may be needed to prevent this: \_\_\_\_\_  
Comply with Conservation Plan, >50% of processed products must be produced on the subject land, remove debris piles

7. Are there follow up needs or plans for the site (e.g., conservation plan implementation, selling/sub-dividing easement, improvements needed for the site)? Yes  No

8. Are there landowner/partner suggestions or comments? Yes  No

If yes, list suggestions or comments: \_\_\_\_\_

# Recorded Deed of Agricultural Conservation Easement

**BUCKS COUNTY RECORDER OF DEEDS**  
55 East Court Street  
Doylestown, Pennsylvania 18901  
(215) 348-8209

Instrument Number - 2022068607

Recorded On 11/21/2022 At 8:07:24 AM

\* Total Pages - 18

\* Instrument Type - EASEMENT - NO PROPERTY TRANSFER

Invoice Number - 1307960      User - TLF

\* Grantor - PLUMSTEAD ACQUISITIONS LLC

\* Grantee - COMMONWEALTH OF PENNSYLVANIA

\* Customer - SIMPLIFILE LC E-RECORDING

**\* FEES**

RECORDING FEES	\$147.75
TOTAL PAID	\$147.75

Bucks County UPI Certification  
On November 18, 2022 By TF

This is a certification page  
**DO NOT DETACH**  
This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
LAND SERVICES USA, INC. SOUTHAMPTON  
735 STREET ROAD  
SOUTHAMPTON, PA 18966

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Bucks County, Pennsylvania.



*Daniel J. McPhillips*

Daniel J. McPhillips  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

1AE290



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

Prepared By:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

Return To:

Land Services USA, LLC  
735 Street Road  
Southampton, PA 18966

UPI# 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004

DPERMULTISCNP (10-2013)

**DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO THE COMMONWEALTH OF PENNSYLVANIA, A COUNTY AND AN ELIGIBLE  
NON PROFIT ENTITY JOINTLY IN PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this 14th day of November, 2022, by and between Plumstead Acquisitions, LLC  
(hereinafter, "Grantor") and  
the Commonwealth of Pennsylvania, the County of Bucks, Pennsylvania and  
Heritage Conservancy, Inc., an Eligible Non Profit Entity, located within the County of  
Bucks, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint  
ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended  
(hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in  
Plumstead Township Township, Bucks County, Pennsylvania more  
particularly described in Exhibit "A" attached hereto consisting of 68.24 acres and all  
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to  
purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Bucks  
County, Pennsylvania has determined to purchase an agricultural conservation easement in the  
subject land pursuant to the Act;

AND WHEREAS, the Eligible Non Profit Entity of Bucks County,  
Pennsylvania has determined to purchase an agricultural conservation easement in the subject  
land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have  
agreed to release or subordinate their interests in the subject land to this Deed of Agricultural  
Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 887,120.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 46.15 percent joint owner, the County of Bucks, Pennsylvania as 46.15 percent joint owner, and Heritage Conservancy, Inc., an Eligible Non Profit Entity located within the County of Bucks, Pennsylvania, as a 7.70 percent joint owner their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn, and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood, and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. The term DOES NOT INCLUDE ACTIVITIY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures – The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

(a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

(b) The construction of one additional residential structure is permitted if;

(i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,

(ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

(iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and

(iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.

The renovation or modification of an existing residential structure, or an addition to an existing residential structure is permitted if it would not increase the curtilage of the residential structure.

The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Bucks, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on February 14, year of 2005, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by



underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten (10) years and upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and
- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activity on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

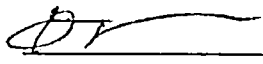
To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

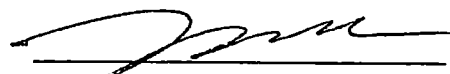

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR  
Plumstead Acquisitions, LLC

Witness:

  
\_\_\_\_\_  
\_\_\_\_\_

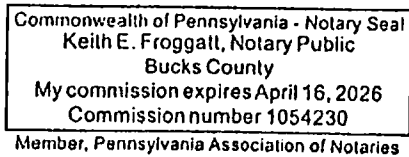
  
\_\_\_\_\_  
Nicholas Lykon, Member [Seal]  
\_\_\_\_\_  
[Seal]  
  
\_\_\_\_\_  
Dewey Bunch, Member [Seal]  
\_\_\_\_\_  
[Seal]

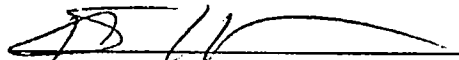
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this, the 11-14-22 day of November, 2022, before me, the undersigned Notary Public, personally appeared **Nicholas Lykon, and Dewey Bunch** who acknowledged themselves to be the **Members of Plumstead Acquisitions, LLC** and as such **Members** being authorized to do so execute the foregoing instrument for the purposes therein contained.

Witness my hand and Notarial seal the day and year aforesaid.



  
Notary Public

My commission expires: \_\_\_\_\_



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031 Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, South 37° 08' 45" West, for a distance of 1456.19 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-03-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

2. North 44° 51' 26" West, for a distance of 178.12 feet to a pipe found, thence;
3. South 38° 04' 59" West, for a distance of 409.06 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 53° 12' 36" West, for a distance of 575.47 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperl, thence;
5. Along said dividing line and then along TMP 34-004-030, lands N/F Donald R. & Evelyn L. King, North 36° 50' 30" East, for a distance of 1497.05 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp, thence;

The following two (2) courses and distances along said dividing line:

6. South 52° 48' 17" East, for a distance of 81.69 feet to an iron pin found, thence;
7. North 36° 49' 58" East, passing over an iron pin found 25.03 feet from the end of this course, for a total distance of 346.81 feet to a point on or near the centerline of Durham Road, thence;

**Metes and Bounds Description**  
**TMP 34-004-031, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

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8. Along Durham Road, South 52° 52' 24" East for a distance of 686.69 feet to the Point of Beginning.

Containing 1,306,338 square feet or 29.99 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-031-002 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along Durham Road, South 52° 57' 12" East, for a distance of 377.45 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-011, lands N/F Bronwyn Ruhfass & Kenneth Gafgen, thence;
2. Along said dividing line, then along TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, then along TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC, then along TMP 34004-033-001, lands N/F Timothy W. & Kristine S. Bryan, then TMP 34-004-033-012, lands N/F Ralph J. DePalma, then along TMP 34-004-003-013, lands N/F James G. & Patricia J. Dyckes, and then partially along TMP 34-004-033-007, lands N/F Christopher Cerrito, South 37° 11' 49" West, passing over an iron pin found 25.14 feet from the start of this course, also passing over an iron pin found 200.14 feet from the start of this course, for a total distance of 1509.69 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;
3. Along said dividing line, North 44° 51' 21" West, for a distance of 379.79 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, for a distance of 1456.19 feet to the Point of Beginning.

Containing 558,748 square feet or 12.83 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Motes and Bounds Description**  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-031-012 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 57° 16' 50" West, for a distance of 51.42 feet to a point on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-002, lands N/F Javan Kontz, thence;
2. Along said dividing line, and then along TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, North 46° 13' 10" West, passing over a pipe found 20.46 feet from the start of this course, for a total distance of 405.68 feet to a point on the dividing line between said lands of Plumstead Acquisitions and said lands of Kiljanski, thence;
3. Along said dividing line, South 57° 06' 50" West, for a distance of 400.03 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, thence;
4. Along said dividing line, North 46° 10' 21" West, for a distance of 365.61 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
5. Along said dividing line, North 37° 11' 49" East, for a distance of 439.74 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, thence;
6. Along said dividing line, and then along TMP 34-031-014, lands N/F William C. Jr. & Theresa Vanhorn, and then TMP 34-031-009, lands N/F Debra A. Weber, South 46° 12' 19" East, passing over a pipe found 251.67 feet from the start of this course, for a total distance of 504.42 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Weber, thence;
7. Along said dividing line, North 36° 55' 41" East, for a distance of 248.16 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-008, lands N/F John M. & Bridget H. Ciabrone, thence;



*Metes and Bounds Description*  
**TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

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8. Along said dividing line, then along TMP 34-031-007, lands N/F William R. & Nadine A. Reinhardt, and then along TMP 34-031-006, lands N/F Dale E. & Alvina M. Ives, South 52° 54' 10" East, for a distance of 300.00 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-005, lands N/F Erin J. Dougherty, thence;
9. Along said dividing line, South 19° 50' 38" West, for a distance of 33.72 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-004, lands N/F Candy L. Pisarek, thence;
10. Along said dividing line, and then along TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, South 57° 17' 25" West, for a distance of 256.10 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Koch-Lohman, thence;
11. Along said dividing line, South 46° 26' 20" East for a distance of 199.33 feet to the Point of Beginning.

Containing 284,208 square feet or 6.52 acres, more or less.

Dated: January 27, 2022

File No.: 21-07004

Prepared by: Donald P. Rapsinski, Professional Land Surveyor

Pennsylvania License No.: SU043355E

DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC**  
**Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as TMP 34-004-033-004 as shown on a plan entitled "Agricultural Land Preservation Easement Over Land Now or Formerly of Plumstead Acquisitions, LLC, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania, Bucks County Agricultural Land Preservation Program, The Almshouse, Neshaminy Manor, Doylestown, PA 18901", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated December 9, 2021, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 51° 10' 21" West for a distance of 50.13 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley Gouldley R., Jr. & Brenda Kay, thence;

The following two (2) courses and distances along said dividing line:

2. North 42° 56' 39" West for a distance of 280.84 feet to a point, thence;
3. South 51° 16' 51" West for a distance of 318.79 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-035-001, lands N/F Joseph M. Lee, thence;
4. Along said dividing line, North 53° 59' 39" West for a distance of 1118.64 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-011, lands N/F Wayne L. & Nancy K. Bunting, thence;
5. Along said dividing line and then along TMP 34-004-027, lands N/F Frederick S. Hutch, North 36° 17' 31" East for a distance of 430.42 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
6. Along said dividing line, North 38° 24' 51" East for a distance of 273.63 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
7. Along said dividing line, South 53° 12' 36" East for a distance of 575.47 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

*Metes and Bounds Description*  
*TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC*  
*Plumstead Township, Bucks County, Pennsylvania*

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8. South 47° 25' 59" East for a distance of 656.55 feet to a point, thence;
9. South 41° 33' 45" East for a distance of 45.15 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, thence;

The following two (2) courses and distances along said dividing line:

10. South 51° 16' 13" West for a distance of 264.73 feet to a concrete monument found, thence;
11. South 42° 58' 02" East, passing over a concrete monument found 40.10 feet from the end of this course, for a total distance of 280.86 feet to the Point of Beginning.

Containing 829,394 square feet or 19.04 acres, more or less.

Dated: January 27, 2022  
File No.: 21-07004  
Prepared by: Donald P. Rapsinski, Professional Land Surveyor  
Pennsylvania License No.: SU043355E  
DPR/jm



Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

Exhibit 7.d

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Plumstead Acquisitions, LLC
Address: 6176 Haring Rd. City: Perkasie State: PA Zip: 18944
Telephone: 215.766.7208
Township: Plumstead Easement Acreage: 68.24

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by Sarah Crooke, Crooke Farms, dated 01/07/2022, and identified as plan number HUC12: 020401050703 or as amended, is located on file in the Bucks County Planning Commission office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138e. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. HUC12: 020401050703 for Tract(s) No. T26600140046, T1444-7, T1464-8, T1283-9. If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

Operator/Owner [Signature] Date 11/14/22 Witness Date

Operator/Owner Date Witness Date

Conservation Plan approved by the NRCS & BC Agricultural Land Preservation Board as prepared by Sarah Crooke, Crooke Farms

Board Representative [Signature] Date 11-14-22



Case# 2024-04699-0 - JUDGE-44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

REV-183 BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

State Tax Paid: Book: Page: Instrument Number: Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document: Grantor: Pennsylvania Acquisitions, LLC, a Pennsylvania limited liability company. Telephone Number: 215-766-7208. County: Bucks and Commonwealth of Pennsylvania. Telephone Number: 215-345-3409. Mailing Address: 4380 Applebutter Road, Perkasie, PA 18944. Mailing Address: 1240 Almshouse Road, Doylestown, PA 18901.

SECTION II REAL ESTATE LOCATION

Street Address: Durham Road and Stump Road. City, Township, Borough: Plumstead Township. County: Bucks. School District: Central Bucks School District. Tax ID: 34-004-081-002, 34-004-031-002, 34-004-033-004.

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO. 1. Actual Cash Consideration: 887,120.00. 2. Other Consideration: +. 3. Total Consideration: = 887,120.00. 4. County Assessed Value: 206,040-. 5. Common Level Ratio Factor: x 13.70. 6. Computed Value: = 2,822,748-.

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed: \$ 2,822,748.00. 1b. Percentage of Grantor's Interest in Real Estate: This is a Preservation Easement. 1c. Percentage of Grantor's Interest Conveyed: This is a Preservation Easement. 2. Fill in the Appropriate Oval Below for Exemption Claimed. [X] Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.) This is exempt by state law.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name: County of Bucks and the Commonwealth of Pennsylvania. Telephone Number: (215) 345-3409. Mailing Address: 1240 Almshouse Rd. City: Doylestown. State: PA. ZIP Code: 18901. Signature of Correspondent or Responsible Party: John A. [Signature]. Date: 11-14-22.

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

## Conservation Plan

# Conservation Plan

## Gouldey Property Plumstead Acquisitions, LLC

5960 Durham Road  
Pipersville, PA 18947

215.783.0504

Prepared By:

---

Sarah Crooke

# CROOKE

F A R M S

883 Deep Run Road  
Perkasie, PA 18944

267.374.7290



# TABLE OF CONTENTS

## Objective Statement

Site Map

## Farmstead (Production & Manure Handling Facilities)

Not Applicable - no animals or manure are managed by Plumstead Acquisitions, LLC

## Land Treatment (Cropland) Practice Narratives

328 - Conservation Crop Rotation  
345 - Residue Management: Mulch Till  
560 - Access Road

## Land Use Requirements

Soil Map & Description  
Topographic Map  
RUSLE  
Near Stream Guidance

## Objective Statement

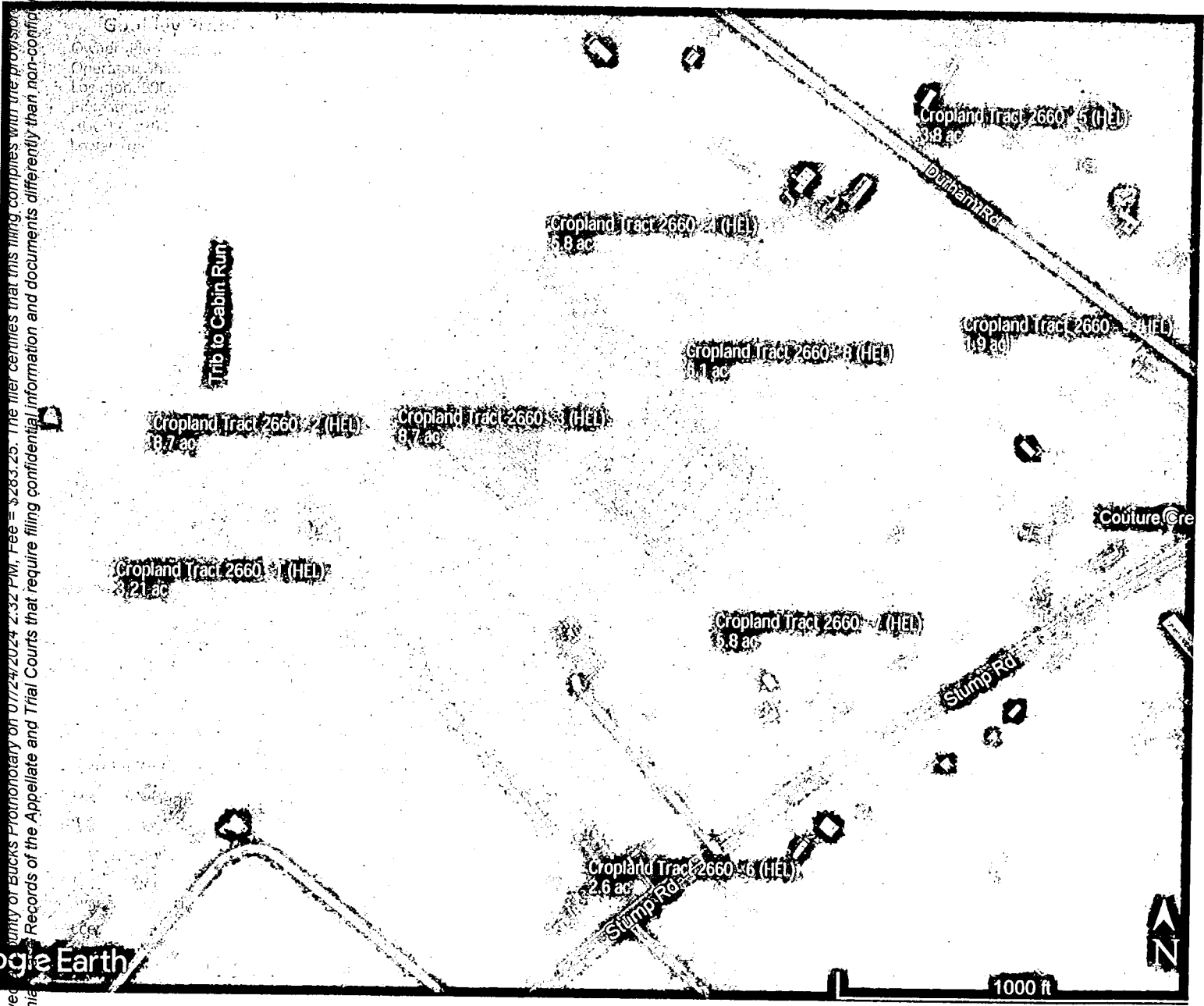
Located in Plumsteadville Township, Bucks County, Plumstead Acquisitions, LLC owns a 68.9 acre property that is being submitted for land preservation. The 29 tillable acres are managed by Shan – Gri – La Sod Farm for the production of sod and small grains. 16.6 acres are in the process of being converted to pastures. Roughly 17 acres are in woodland, and the remaining 6 acres consist of the property's headquarters. The headquarters and converted pastureland are rented. The tenants are responsible for both the pasture maintenance and the associated manure management.

No manure is land applied to the crop fields. No animals are managed by Plumstead Acquisitions, LLC.

The estimated soil loss rate for cropland in this conservation plan meets the tolerable (T) rate of soil loss over the planned crop rotation. Potential and existing gullies have been or will be treated through this plan. The RUSLE2 soil loss calculations are attached, and calculations are based on the management of sod, followed by a double crop of wheat and soybeans. This conservation plan will be updated should a new crop rotation be implemented.

All near-stream areas have been fully evaluated as per Section III of the NRCS Technical Guide.

The conservation plan has taken into consideration Federal, State and local laws and regulations. All permit requirements will be fully documented during the final design phase with input from the appropriate regulatory authorities.



## 328 Conservation Crop Rotation (*Existing*)

A crop rotation is a planned sequence of crops grown on the same ground over a period of time. Shan – Gri – La implements this practice with the intended purpose to:

- Reduce sheet & rill erosion below T
- Maintain or increase soil health and organic matter content

### **Additional Criteria to Reduce Sheet, Rill and Wind Erosion**

Select crops, a tillage system, and cropping sequences that will produce sufficient and timely quantities of biomass or crop residue which, in conjunction with other practices in the management system, will reduce sheet, rill and wind erosion to the planned soil loss objective.

### **Additional Criteria to Maintain or Increase Soil Health and Organic Matter Content**

Grow crops that will produce a positive trend in the organic matter (OM) subfactor value over the life of the rotation, as determined by the Soil Conditioning Index using RUSLE2. SCI ranges from -.26 to .66 depending on the crop rotation employed (see attached RUSLE documents).

The operation's rotation, listed below, meets the following three conditions (cropping system meets T over the rotation, fields within 100 feet of surface water have 25% cover throughout the year, gullies are treated to eliminate concentrated flow).

#### *Benchmark Sod Rotation - Soybeans:*

Yr 1 – Sod, Late summer planting (moldboard plow, chisel, disk, disk, cultipack)

Yr 2- Harvest Sod early spring

Yr 2 – Full Season Soybeans (chisel, disk, 45 bu/ A)

#### *Benchmark Sod Rotation - Wheat:*

Yr 1 – Sod, Late summer planting (moldboard plow, chisel, disk, disk, cultipack)

Yr 2- Harvest Sod mid – late summer

Yr 2 – Wheat (chisel, disk, 60 bu/ A)

#### **Pasture Ground**

Yr 1 – Soybeans (45 bu/ A, Chisel, disk, disk)

Yr 2 – Pasture Est 5 yrs (2.5 ton/ A, Chisel, Disk, Disk)

## 328 Conservation Crop Rotation - Continued

### Operation and Maintenance

- Rotations shall provide for acceptable substitute crops in case of crop failure or shift in planting intentions for weather related or economic reasons. Acceptable substitutions are crops having similar properties that will accomplish the purpose of the original crop.
- Evaluate the rotation and the crop sequence to determine if the planned system is meeting the planned purposes.

Field	Planned Amount	Month	Year	Applied Amount	Date
T2660 - 1				3.2 ac	2021
T2660 - 2				8.7 ac	2021
T2660 - 3				8.7 ac	2021
T2660 - 4				5.8 ac	2021
T2660 - 5				3.8 ac	2021
T2660 - 6				2.6 ac	2021
T1444-7				5.8 ac	2021
T1464-8				5.1 ac	2021
T1283-9				1.9 ac	2021
<b>Total:</b>				45.6 ac	

## 345 Residue & Tillage Management: Reduced Till (*Existing*)

Managing the amount, orientation, and distribution of crop and other plant residue on the soil surface year – round while limiting soil disturbing activities use to grow and harvest crops in systems where the field surface is tilled prior to planting. The purpose of this practice is to reduce sheet, rill and wind erosion and excessive sediment in surface waters, and improve soil health and maintain or increase organic matter content.

This practice includes tillage methods commonly referred to as mulch tillage or conservation tillage where the entire soil surface may be disturbed by tillage operations such as chisel plowing, field cultivating, tandem disking, or vertical tillage. It also includes tillage/ planting systems with few tillage operations but which do not meet the soil tillage intensity rating (STIR) criteria for conservation practice Residue and Tillage Management, No Till (329).

Chisel, and disking is practiced for establishing wheat and soybeans. Calculated RUSLE is below the Tolerable Soil Loss (T).

**345 Residue & Tillage Management: Reduced Till (*Continued*)**

**Operation and Maintenance**

Evaluate and measure the crop residue and orientation for each crop to ensure the planned amounts and orientation are being achieved. Adjusted management as needed to either plan a new residue amount or orientation, or adjust the planting, tillage, or harvesting equipment.

If there are areas of heavy residue accumulation (because of movement by water or wind) in the field, spread the residue prior to planting so it does not interfere with planter operations.

Field	Planned Amount	Month	Year	Applied Amount	Date
T2660 - 1				3.2 ac	2021
T2660 - 2				8.7 ac	2021
T2660 - 3				8.7 ac	2021
T2660 - 4				5.8 ac	2021
T2660 - 5				3.8 ac	2021
T2660 - 6				2.6 ac	2021
T1444-7				5.8 ac	2021
T1464-8				5.1 ac	2021
T1283-9				1.9 ac	2021
<b>Total:</b>				45.6 ac	

## 560 Access Road (*Proposed*)

Install a 14 ft wide access road to provide year round, stable access to harvest sod and field access. The proposed access road shall be comprised of geotextile reinforced gravel.

For drainage areas, provide a culvert, or bridge for water management at every natural drainage way. The capacity and design of the drainage feature must be consistent with sound engineering principles and must be adequate for the class of vehicle, road type, land use in the watershed, and intensity of use.

### Operation & Maintenance

Keep road surface in good repair and controlling runoff and erosion.

Utilize water bars where necessary to protect the road surface.

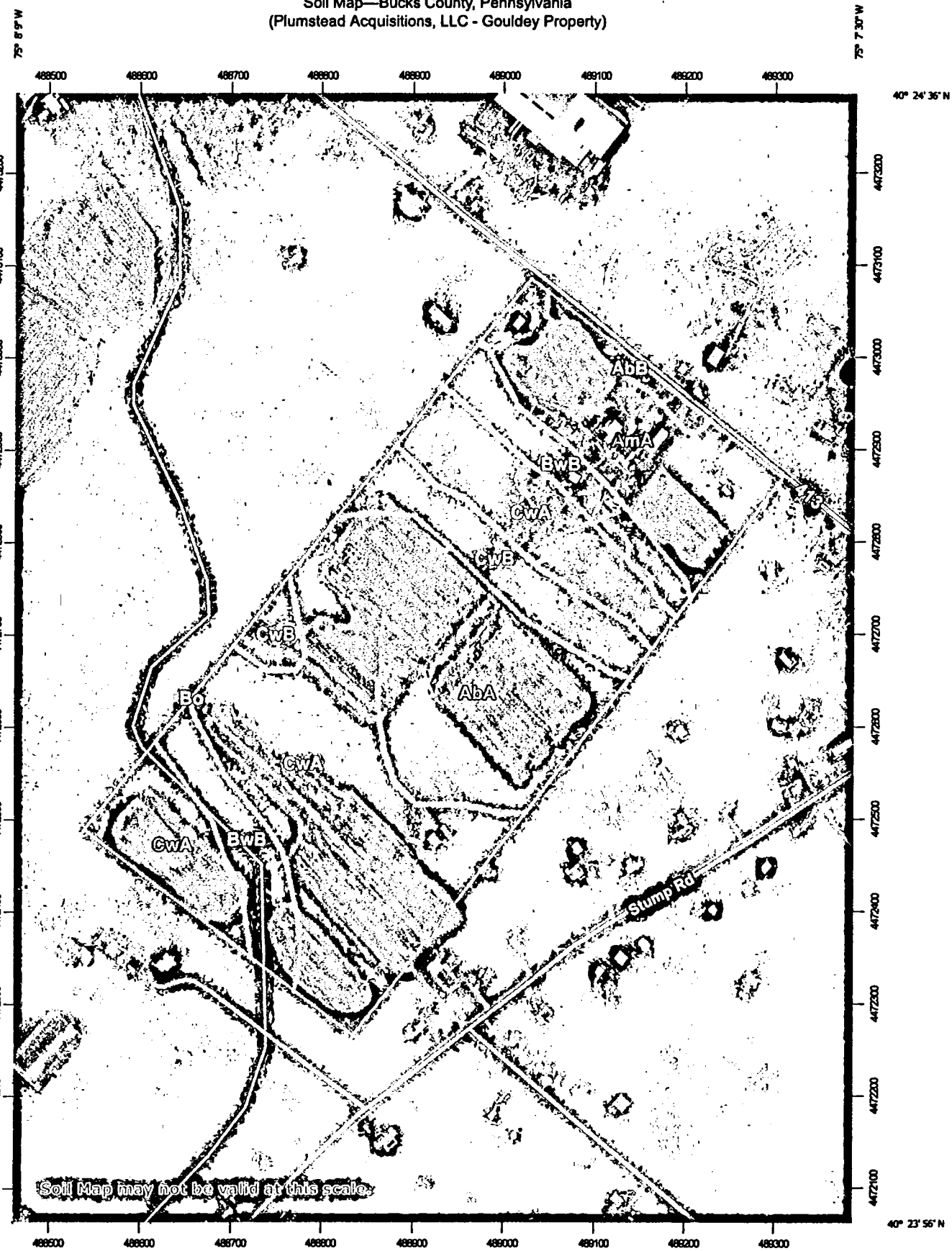
Inspect roadway following significant rainfall events, repair damaged areas as soon as practical.

Field	Planned Amount	Month	Year	Applied Amount	Date
Cropland T2660 – 6	2,000 ln ft	9	2022		
Total:	2,000 ln ft				

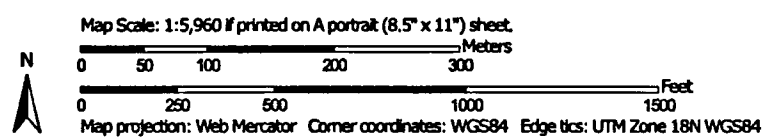


Soil Map—Bucks County, Pennsylvania  
(Plumstead Acquisitions, LLC - Gouldey Property)

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.



Soil Map may not be valid at this scale.



## MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Soil Map Unit Polygons		Stony Spot
	Soil Map Unit Lines		Very Stony Spot
	Soil Map Unit Points		Wet Spot
	Special Point Features		Other
	Blowout		Special Line Features
	Borrow Pit		
	Clay Spot		
	Closed Depression		
	Gravel Pit		
	Gravelly Spot		
	Landfill		
	Lava Flow		
	Marsh or swamp		
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
		<b>Water Features</b>	
			Streams and Canals
		<b>Transportation</b>	
			Rails
			Interstate Highways
			US Routes
			Major Roads
			Local Roads
		<b>Background</b>	
			Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bucks County, Pennsylvania  
Survey Area Data: Version 18, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 4, 2020—Oct 9, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
AbA	Abbottstown silt loam, 0 to 3 percent slopes	12.5	18.2%
AbB	Abbottstown silt loam, 3 to 8 percent slopes	1.1	1.7%
AmA	Amwell silt loam, 0 to 3 percent slopes	9.8	14.2%
Bo	Bowmansville-Knauers silt loams	0.0	0.0%
BwB	Buckingham silt loam, 3 to 8 percent slopes	7.5	10.8%
CwA	Croton silt loam, occasionally ponded, 0 to 3 percent slopes	32.1	46.5%
CwB	Croton silt loam, occasionally ponded, 3 to 8 percent slopes	5.9	8.6%
<b>Totals for Area of Interest</b>		<b>69.0</b>	<b>100.0%</b>

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## Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, provide information on the composition of map units and properties of their components.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## Report—Map Unit Description (Brief, Generated)

### Bucks County, Pennsylvania

**Map Unit:** AbA—Abbottstown silt loam, 0 to 3 percent slopes

**Component:** Abbottstown (90%)

The Abbottstown component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on hillslopes on red shale piedmonts. The parent material consists of acid reddish brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, fragipan, is 18 to 22 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 15 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Penn (5%)**

Generated brief soil descriptions are created for major soil components. The Penn soil is a minor component.

**Component: Croton (5%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Map Unit: AbB—Abbottstown silt loam, 3 to 8 percent slopes****Component: Abbottstown (85%)**

The Abbottstown component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on hillslopes on red shale piedmonts. The parent material consists of acid reddish brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, fragipan, is 18 to 22 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 15 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Croton (5%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Klinsville (5%)**

Generated brief soil descriptions are created for major soil components. The Klinsville soil is a minor component.

**Component: Penn (5%)**

Generated brief soil descriptions are created for major soil components. The Penn soil is a minor component.

**Map Unit: AmA—Amwell silt loam, 0 to 3 percent slopes****Component: Amwell (90%)**

The Amwell component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on hillslopes. The parent material consists of fine-loamy colluvium derived from igneous, metamorphic and sedimentary rock. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 21 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Croton (3%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Doylestown (3%)**

Generated brief soil descriptions are created for major soil components. The Doylestown soil is a minor component.

**Component: Reaville (1%)**

Generated brief soil descriptions are created for major soil components. The Reaville soil is a minor component.

**Map Unit: BwB—Buckingham silt loam, 3 to 8 percent slopes**

**Component: Buckingham (88%)**

The Buckingham component makes up 88 percent of the map unit. Slopes are 3 to 8 percent. This component is on drainageways. The parent material consists of fine-loamy colluvium and old alluvium derived from shale and siltstone. Depth to a root restrictive layer, fragipan, is 20 to 40 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.

**Component: Bowmansville (8%)**

Generated brief soil descriptions are created for major soil components. The Bowmansville soil is a minor component.

**Component: Croton (2%)**

Generated brief soil descriptions are created for major soil components. The Croton soil is a minor component.

**Component: Knauers (2%)**

Generated brief soil descriptions are created for major soil components. The Knauers soil is a minor component.

**Map Unit: CwA—Croton silt loam, occasionally ponded, 0 to 3 percent slopes**

**Component: Croton, occasionally ponded (85%)**

The Croton, occasionally ponded component makes up 85 percent of the map unit. Slopes are 0 to 3 percent. This component is on depressions on piedmonts. The parent material consists of residuum weathered from sandstone and shale. Depth to a root restrictive layer, fragipan, is 18 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

**Component: Abbottstown, occasionally ponded (10%)**

Generated brief soil descriptions are created for major soil components. The Abbottstown, occasionally ponded soil is a minor component.

**Component: Readington (5%)**

Generated brief soil descriptions are created for major soil components. The Readington soil is a minor component.

**Map Unit: CwB—Croton silt loam, occasionally ponded, 3 to 8 percent slopes**

**Component: Croton, occasionally ponded (85%)**

The Croton, occasionally ponded component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on drainageways on piedmonts. The parent material consists of residuum weathered from sandstone and shale. Depth to a root restrictive layer, fragipan, is 18 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 11 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

**Component: Abbottstown (10%)**

Generated brief soil descriptions are created for major soil components. The Abbottstown soil is a minor component.

**Component: Readington (5%)**

Generated brief soil descriptions are created for major soil components. The Readington soil is a minor component.

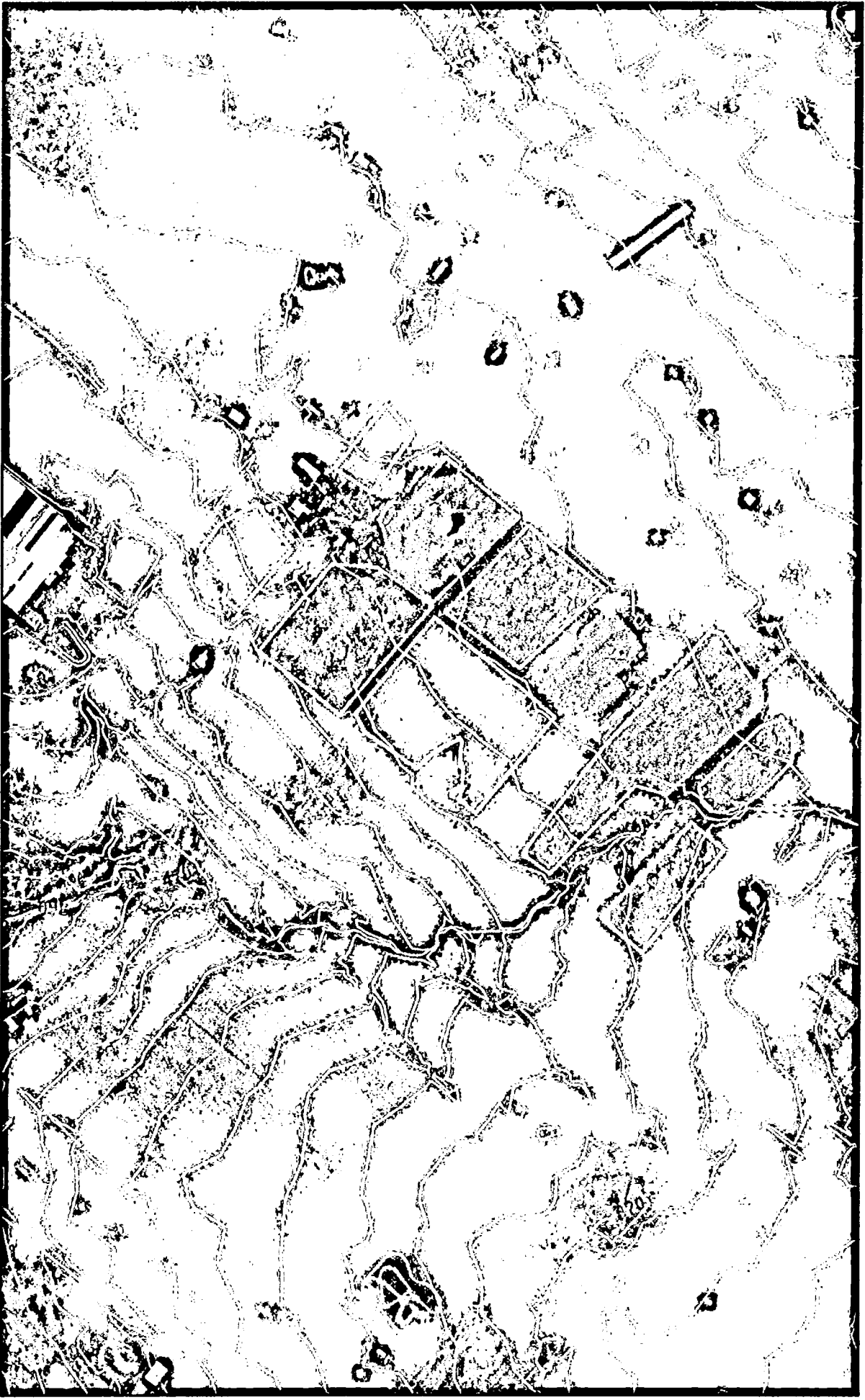
**Data Source Information**

Soil Survey Area: Bucks County, Pennsylvania  
Survey Area Data: Version 18, Aug 31, 2021






Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Perry W. Clemons, Esq.



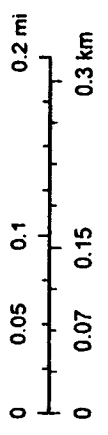
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1/5/2022, 12:59:28 PM

-  Municipal Boundary
-  Streams
-  Countours 5 ft (DVRPC)
-  Red: Band\_1
-  Green: Band\_2

1:9,028



Esri, Community Maps Contributors, Bucks County, PA, data.pa.gov, New Bucks County  
 Esri, HERE, Garmin, SafeGraph, INCREMENT P, METINASA, USGS, EPA, NPS, US Census Bureau, USDA | See web site for license

# LAND USE REQUIREMENTS

## Cropland

- Soil Loss (RUSLE): RUSLE documents are attached.
- Near Stream Management: Guidance document is attached.
  - Fields are located within 100 ft of a stream: Tract 2660 – 1, 2, 4, 5, 6
  - A 35ft permanent buffer is established.
- No gullies were identified during the summer 2021 site visit.

## Pastureland

- Pastures are rented to tenants, and Plumstead Acquisitions, LLC does not have management control.
- Tenants are responsible for pasture maintenance.
  - No gullies were identified in the proposed pasture locations during the summer 2021 site visit.

## Farmstead

- Farmstead is rented to tenants, and Plumstead Acquisitions, LLC does not have management control.
- Tenants are responsible for the generated manure, and for developing and following a DEP Manure Management Plan.

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Rusle Program Version:  
Rusle Science Version:  
Data Base:

**RUSLE2 Erosion Calculation Record**

File: plans\Lyon - Gouldley Property  
Access Group: R2\_NRCS\_Fld\_Office

**Inputs:**

Owner name	Location	Info
Plumstead Acquisitions, LLC	USA\Pennsylvania\Bucks County	

Field name	Soil	Slope T Value	Slope length, ft	Slope steepness, %
Tract 2660 - 1, 2, 3	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 4	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 5	soils\Bucks County, Pennsylvania\AmA Amwell silt loam, 0 to 3 percent slopes\Amwell Silt loam 90%	4.0	150	2.0
Tract 2660 - 6	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 7	soils\Bucks County, Pennsylvania\AbA Abbottstown silt loam, 0 to 3 percent slopes\Abbottstown Silt loam 90%	3.0	150	2.0
Tract 2660 - 8	soils\Bucks County, Pennsylvania\CwA Croton silt loam, 0 to 3 percent slopes\Croton Silt loam 90%	3.0	150	2.0
Tract 2660 - 9	soils\Bucks County, Pennsylvania\AmA Amwell silt loam, 0 to 3 percent slopes\Amwell Silt loam 90%	4.0	150	2.0

**Results:**

Field name	Description	Contouring system	Support practices	Terrace/diversion system	Cons. plan. soil loss, t/ac/yr	Sed. delivery, t/ac/yr	Soil conditioning index (SCI)	STIR value	Wind & irrigation-induced erosion for SCI	Fuel cost
Tract 2660 - 1, 2, 3	Sod Rotation Benchmark - Soybean	contour-systems\default	-- none -	-- none --	0.77	0.77	-0.30	270	0	0
Tract 2660 - 1, 2, 3	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none -	-- none --	1.6	1.6	0.26	140	0	0

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Tract 2660 - 4	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.41	0.41	0.66	15	0	0
Tract 2660 - 5	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.42	0.42	0.66	15	0	0
Tract 2660 - 6	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.6	1.6	0.26	140	0	0
Tract 2660 - 6	Sod Rotation Benchmark - Soybeans	contour-systems\default	-- none - -	-- none --	0.74	0.74	-0.27	270	0	0
Tract 2660 - 7	Sod Rotation Benchmark - Wheat	contour-systems\default	-- none - -	-- none --	1.4	1.4	0.28	140	0	0
Tract 2660 - 7	Sod Rotation Benchmark - Soybeans	contour-systems\default	-- none - -	-- none --	0.64	0.64	-0.22	270	0	0
Tract 2660 - 8	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.41	0.41	0.66	15	0	0
Tract 2660 - 9	Pasture Conversion	contour-systems\default	-- none - -	-- none --	0.42	0.42	0.66	15	0	0

The SCI is the Soil Conditioning Index rating. If the calculated index is a negative value, soil organic matter levels are predicted to decline under that production system. If the index is a positive value, soil organic matter levels are predicted to increase under that system.

The STIR value is the Soil Tillage Intensity Rating. It utilizes the speed, depth, surface disturbance percent and tillage type parameters to calculate a tillage intensity rating for the system used in growing a crop or a rotation. STIR ratings tend to show the differences in the degree of soil disturbance between systems. The kind, severity and number of ground disturbing passes are evaluated for the entire cropping rotation as shown in the management description.



### RUSLE2 Management Description Record

File: managements\CMZ 65\c.Other Local Mgt Records\Soil Rotation Experiments\Soybean

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
10/5/0	Plow, moldboard						
10/7/0	Disk, tandem secondary op.						
10/7/0	Disk, tandem light finishing						
10/8/0	Cullipacker, roller						
10/10/0	Roller, smooth						
10/10/0	Drill or air seeder single disk openers 7-10 in spac.	Turfgrass established	1.50				
4/30/1	Sod cutter						0
5/3/1	Chisel plow, coulter, st. pts.						
5/5/1	Disk, tandem secondary op.						
5/5/1	Disk, tandem light finishing						
5/10/1	Drill or airseeder, double disk	Soybean, group II, III and IV, 7in rows	45.0				
6/15/1	Sprayer, post emergence and fert. tank mix			weeds: 0-3 mo	250	14	
10/3/1	Harvest, killing crop 50pct standing stubble				770	36	770

Long-term natural rough.: 6.0 mm  
 Normally used as a rotation?: Yes  
 Duration: 1 yr

Info:



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\c.Rotation\Wheat

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
8/5/0	Plow, moldboard						
8/7/0	Disk, tandem secondary op.						
8/7/0	Disk, tandem light finishing						
8/9/0	Cultipacker, roller						
8/12/0	Roller, smooth						
8/12/0	Drill or air seeder single disk openers 7-10 in spac.	Turfgrass established	1.50				
8/11/1	Sod cutter						0
9/10/1	Chisel plow, disk, st. pts.						
9/13/1	Disk, tandem secondary op.						
9/15/1	Disk, tandem light finishing						
9/20/1	Drill or airseeder, double disk	Wheat, winter 7in rows	60.0				
4/30/2	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
7/15/2	Harvest, killing crop 50pct standing stubble				2900	82	2900
7/17/2	Bale straw or residue						

Long-term natural rough.: 6.0 mm  
 Normally used as a rotation?: Yes  
 Duration: 2 yr

Info:



**RUSLE2 Management Description Record**

File: managements\CMZ 65\c.Other Local Mgt Records\SB+Pasture

Date	Operation	Vegetation	Yield (harv. units)	Type of cover material	Cover matl add/remove, lb/ac	Cover from addition, %	Standing res. added by op. desc., lb/ac
4/20/0	Chisel, st. pt.				1600	60	1100
4/25/0	Disk, tandem heavy primary op.						
4/30/0	Disk, tandem light finishing						
5/3/0	Drill or air seeder single disk openers 7-10 in spac.	Soybean, groups V, VI, VII, and VIII 7in rows	45.0				
6/15/0	Sprayer, post emergence and fert. tank mix			weeds; 0-3 mo	250	14	
10/1/0	Harvest, killing crop 20pct standing stubble				1800	66	460
10/3/0	Disk, tandem secondary op.						
10/5/0	Drill or air seeder single disk openers 7-10 in spac.	Bromegrass, fall seed senes to yr2 regrowth	2.00				
4/15/1	Fert applic. surface broadcast						
5/30/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		11	0.59	
7/9/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
8/18/1	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
9/27/1	Graze, rotational	Bromegrass, hay, yr2 senes to yr3 regrowth	2.00		7.1	0.40	
4/15/2	Fert applic. surface broadcast						
5/30/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		13	0.72	
7/9/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	

8/18/2	Graze, rotational	Bromegrass, hay, yr2 regrowth after cut	1.00		7.1	0.40	
9/27/2	Graze, rotational	Bromegrass, hay, yr2 senes to yr3 regrowth	2.00		7.1	0.40	
4/15/3	Fert applic. surface broadcast						
5/30/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/3	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/19/3	Fert applic. surface broadcast						
9/27/3	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/4	Fert applic. surface broadcast						
5/30/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/4	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/4	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/5	Fert applic. surface broadcast						
5/30/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/5	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/5	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/6	Fert applic. surface broadcast						
5/30/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/6	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	



8/19/6	Fert applic. surface broadcast						
9/27/6	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/7	Fert applic. surface broadcast						
5/30/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/7	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/7	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/8	Fert applic. surface broadcast						
5/30/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/8	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/8	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/9	Fert applic. surface broadcast						
5/30/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
8/18/9	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		7.1	0.40	
9/27/9	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	
4/15/10	Fert applic. surface broadcast						
5/30/10	Graze, rotational	Bromegrass, hay, yr3 regrowth after cut	1.00		13	0.72	
7/9/10	Graze, continuous	Bromegrass, hay, yr3 regrowth after cut	1.00		14	0.79	
8/18/10	Graze, continuous	Bromegrass, hay, yr3 regrowth after cut	1.00		14	0.79	
9/27/10	Graze, rotational	Bromegrass, hay, yr3 senes to yr4 regrowth	2.00		7.1	0.40	

## NEAR STREAM GUIDANCE

The following fields are located within 100 ft of a stream: Cropland Tract 2660 – 1, 2, 4, 5, 6

<b>BMP Alternatives for Low Cover (&lt; 25%) Near-Stream Crop Fields</b>	
Common conditions creating low cover near-stream conditions listed on the left, some common BMP alternatives provided on the right.	
<b>Low Cover Near-Stream Field Condition</b>	<b>Best Management Practice</b>
<p><b>Corn silage harvest leaving low surface cover</b></p>	<ul style="list-style-type: none"> <li>• Cover crop (340) established immediately after harvest</li> <li>• Establish and maintain 35-foot <i>Permanent Vegetated Buffer</i></li> <li>• Practice continuous (&gt; 7 years) no-till system</li> <li>• Harvest silage high leaving &gt;20 inch stalk, then roll stalks flat to ground</li> </ul>
<p><b>Inversion tillage or aggressive tillage leaves low surface residue for part of the year</b></p>	<ul style="list-style-type: none"> <li>• After fall tillage – plant cover crop as soon as practical, ideally within several days of tillage.</li> <li>• In spring, till the near-stream field last, plant as soon as practical ideally within several days of tillage.</li> <li>• Establish a permanent grass or other sod in near-stream field</li> </ul>
<p><b>Rotation includes low residue crop</b></p>	<ul style="list-style-type: none"> <li>• Substitute high residue crop near-stream</li> <li>• Establish and maintain 35-foot <i>Permanent Vegetated Buffer</i></li> <li>• Establish a permanent grass or other sod in near-stream field</li> <li>• Practice continuous (&gt; 7 years) no-till system</li> </ul>

Case# 2024-04699-0 - JUDGE:44 Received at County of Bucks Prothonotary on 07/24/2024 2:32 PM. Fee = \$283.25. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Terry W. Clemons, Esq.

# CERTIFICATION OF PARTICIPANTS

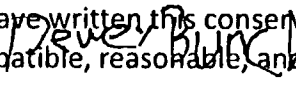
**Customer Information:**


As the owner of this Conservation Plan, I agree the items/practices listed in each element are needed. I understand that it's my responsibility for keeping all the necessary records associated with the implementation of this plan. This plan will be implemented along the timeline outlined in the plan.

Signature:  Date: 1/7/22

Name: Dewey Bunch

**Certified Planner:**

As the Author and Conservation Planner for this plan, I certify that I have written this conservation plan under NRCS guidelines. I believe that this plan is technically compatible, reasonable, and implementable. 

Signature:  Date: 1.7.2022

Name: Sarah M. Crooke

November 14, 2023 Plumstead Acquisitions, LLC

Reply Letter – Email from Nick Lykon

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**Ives, John**

**From:** nicklykon@comcast.net  
**Sent:** Tuesday, November 14, 2023 6:40 AM  
**To:** Ives, John  
**Cc:** 'John A. VanLuvanee'; 'Beth A. Haney'; 'Chip Bunch'  
**Subject:** FW: Bucks County Conservation Review Letter of 10/26/23  
**Attachments:** 2107004\_ALPE\_TWP-Conservation Easement Plan.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**\*External Sender\***

Dear Mr. Ives

After receipt of your letter dated 10/26/23, I have made an appointment with our two tenants on TMP # 34-004-031-002 (Farmhouse) and 34-004-031 (Butcher Shop) we have discussed the outstanding issue on both parcels with the tenants and the follow list are action items. Pictures will be supplied after corrected actions.

Parcel 34-004-031-002

1. **Gravel Access Drive** this drive was existing, as is shown on Photo Location Map – Part A and the photo taken at photo point 56 in the Baseline Report. Its use are for agricultural access to farm fields and the horse barn. It's use is for agricultural purposes only.
2. **Misc debris piles** will be cleaned up and pictures attached and will be supplied the clean up. The clean up has already begun. Milling piles will be hauled off site.
3. **Horse Paddocks/ Grazing Areas** Mowing these areas has begun. Next year these ones will be treated with herbicide treated and the pasture will be over seeded as mowed.

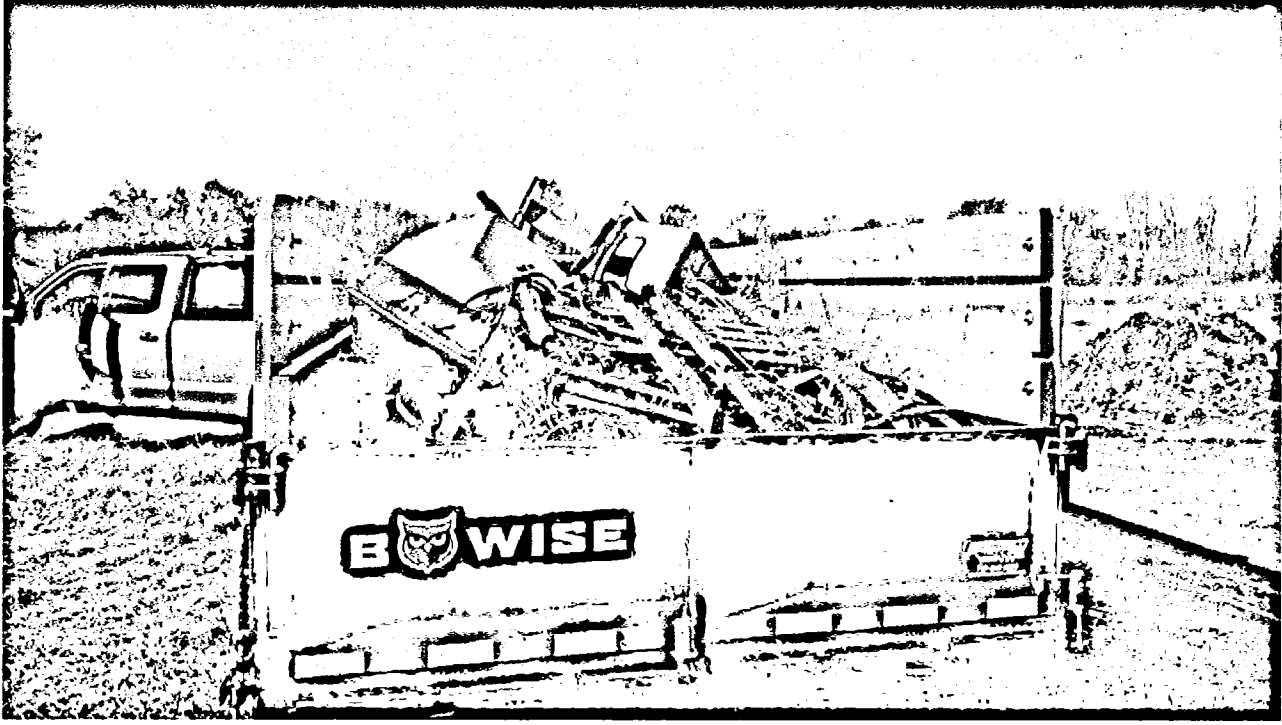
Parcel 34-004-033-004

1. **Soil Health** we are following the plan. This was corrected prior to receipt of the letter.

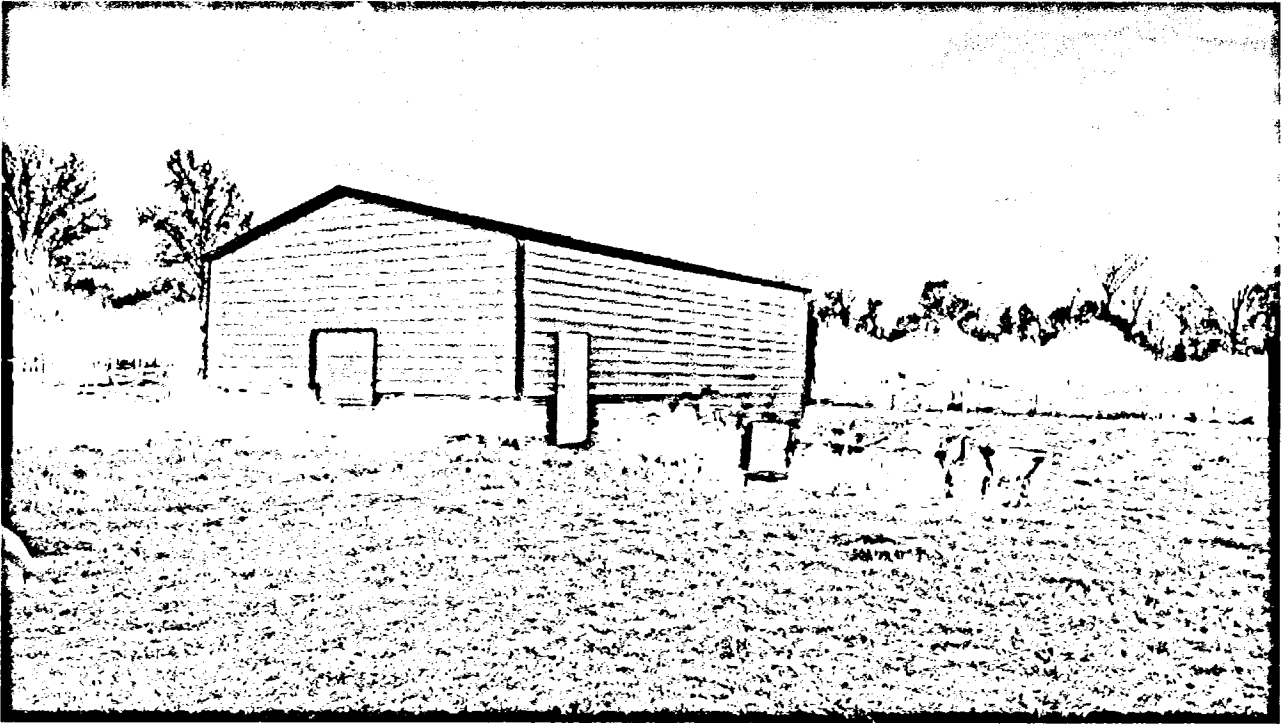
Parcel 34-004-031

1. **Butcher shop use** The butcher shop use was an existing use. It is documented in the baseline on page # 1, Paragraph E. Current Uses see also photos taken at photo points 46 and 47. Residence, Agriculture, Preservation, Wildlife, Pasture, Commercial/Retail ,and Industrial. The intent is to continue those uses. Plumstead Acquisitions has obtained a Certificate of Occupancy issue by Plumstead Township for those uses. The intent is to add pasture fencing to increase the production of livestock on the site. Attached is a copy of the plan showing the building curtilage where the residential, retail, and industrial uses will be limited to.
2. **Misc soil and debris piles** Will work on remedy as per recommendations and will send pictures.

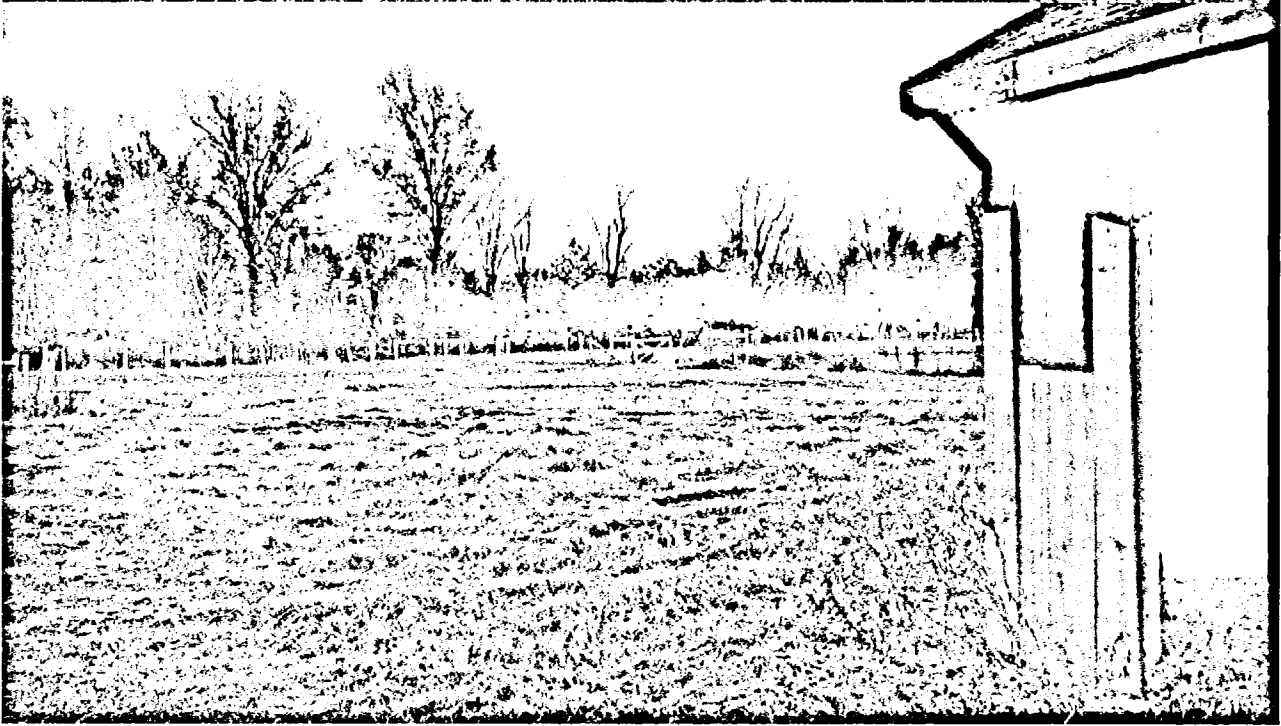
Pictures taken 11/13/23  
Debris removed from the site



Ongoing mowing and site clean up



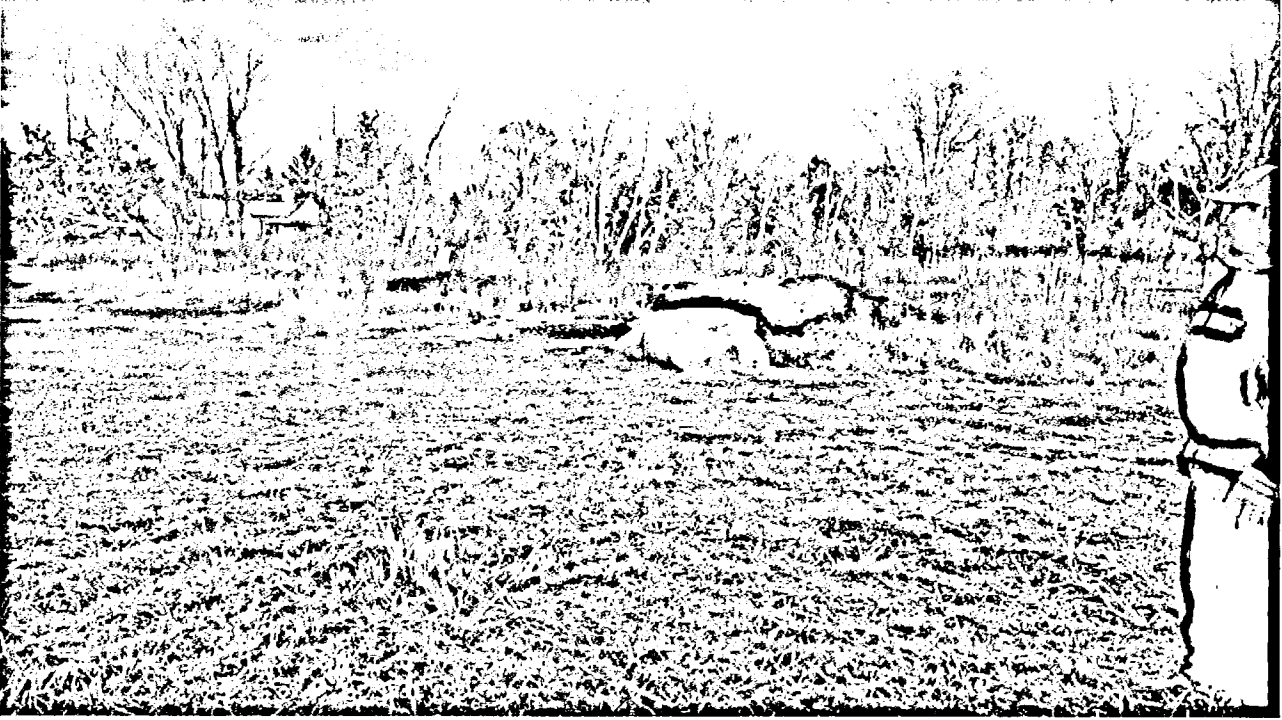






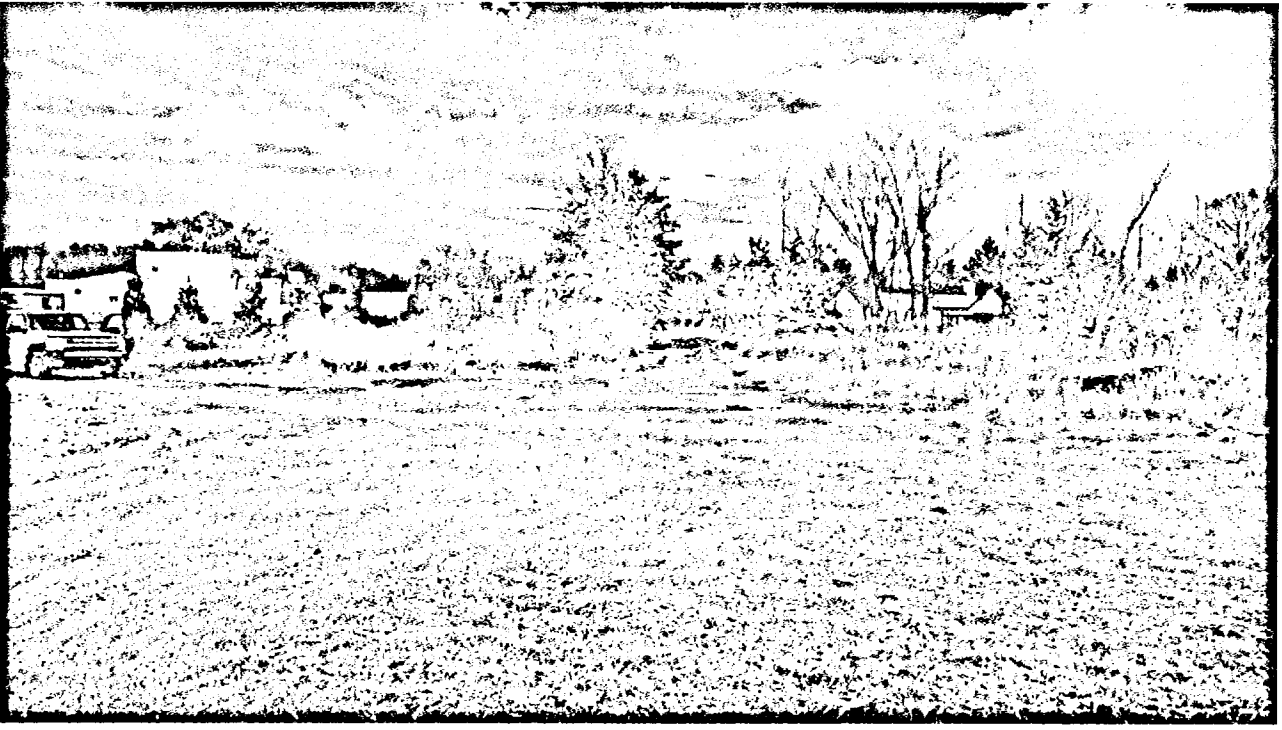


Milling piles to be removed this week



Dirt pile to be spread on site including piles on butcher shop property

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Manure piles to be spread on fields



Please accept this as our official response to your letter of 10/26/23 and we will follow up with pictures of progress.

Wick Lykon  
Managing Member  
Cell: 215.783.0504

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[nicklykon@comcast.net](mailto:nicklykon@comcast.net)

**Plumstead Acquisitions LLC.**

**6176 Haring Road**

**Perkasie PA 18944**

Offering Well Maintained Unique Properties