



Township of New Hanover

Municipal Building · 2943 North Charlotte Street, Gilbertsville, PA 19525-9718

Phone: (610) 323-1008 · Fax: (610) 323-5173

Website: www.newhanover-pa.org

April 1, 2024

Via Certified Mail and E-Mail (jmfirely@aol.com)

John M. Firely
115 Alexander Drive
Perkiomenville, PA 18074

**Re: Notice of Violation - 2782 Leidy Road
Deed of Conservation Easement, April 8, 2019**

Dear Mr. Firely:

This letter follows my previous correspondence with you on March 4, 2024, wherein I stated that the Township would be completing an inspection at your property on March 5, 2024, in accordance with the Township's Deed of Conservation Easement to the Township of New Hanover in Perpetuity Agreement, dated April 8, 2019 ("Conservation Easement"). As noted below, several violations of the Conservation Easement were observed. *The full report follows this letter.*

Noted Violations

1. Unauthorized construction of an off-street parking area and associated improvements (silt fence, traffic control devices, large wire spools, etc.) within the Easement Area on Parcel No. 47-00-04324-00-3 in violation of Deed Restriction No. 1 (Permitted Acts), noting that off-street parking area is not an act specifically listed in the Conservation Easement under Deed Restriction No. 2 (Construction of Buildings and Other Structures).
2. Failure to develop and follow a Conservation Plan, approved by the County Conservation District, in violation of Deed Restriction No. 4 (Conservation Plan).
3. Placement of construction debris within wetlands/stream in violation of Deed Restriction No. 1.e (Conservation of Open Land in its natural state) and Deed Restriction No. 4 (Soil and Water Conservation).
4. Placement of construction debris (from on-site demolition activities) within Easement Area in violation of Deed Restriction No. 1 (Permitted Acts), as the stockpiling of construction debris is not an act that is specifically permitted by the Conservation Easement.

5. Unauthorized construction of an off-street parking area (partially removed as of the date of inspection) within the Easement Area on Parcel No. 47-00-04324-01-2 in violation of Deed Restriction No. 1 (Permitted Acts), noting that an off-street parking area is not an act specifically listed in the Conservation Easement under Deed Restriction No. 2 (Construction of Buildings and Other Structures).

Action Needed


In accordance with Section 7 of the Deed, I am requesting the property be restored to the condition it was in prior to the violation within the following timelines:

1. The removal of unauthorized mulch parking from the Easement Area (Figure 32, 33, and 37) and unauthorized fill material and/or construction debris from the wetland/stream area (Figure 65) and near the house (Figure 72) in the Easement Area **by May 1, 2024.** Such action shall require the remediation of the disturbed areas to their pre-existing condition. *The Township will conduct an inspection on this item on May 2, 2024.*
2. The continued remediation and stabilization of the partially removed parking area on Parcel 47-00-04324-01-2 (Figure 2-3) **by June 1, 2024.** *The Township will conduct an inspection on this item on June 2, 2024.*

In accordance with Section 4 of the Deed:

3. The submission of a Conservation Plan to the Montgomery County Conservation District **by July 1, 2024.** *Please submit proof of this action on or before July 2, 2024. The Conservation Plan is to be approved by the Conservation District and submitted to the Township no later than September 1, 2024.*

Sincerely,


Jamie L. Gwynn
Township Manager

New Hanover Township Conservation Easement Monitoring Reporting Form		
Entity	Easement Program	Ownership Verification
Firely Enterprises, LLC/Sunset Hill Brewery Company	Agricultural Conservation Easement Program	Date Landowner(s) Contacted March 4, 2024
Landowner(s) (Must match names on the current deed.)	Parcel Number(s)	Method of Contact
Firely Enterprises, LLC	47-00-04324-00-3, 47-00-04324-00-9, 47-00-04324-01-8, 47-00-04324-01-2,47-00-04324-02-1	Township Letter dated March 4, 2024
Monitoring Date	Monitoring Type	Easement Monitor Name
Tuesday, March 5, 2024	Onsite	Daniel E. Gray (Township Eng.)
Reporting Questions		
1. If there is new landowner, were they notified of the easement and have records been updated? <div>Yes No N/A</div> <div>If yes, new landowner(s) information:</div>		
Original Conservation Easement was between Larry L. and Darlene K. Suloman. Firely Enterprises, LLC purchased the property on October 21, 2021 (Deed recorded February 23, 2022, Deed Book 6269, Page 00543).		
2. Is there any follow up requested from the landowner (s)? <div>Yes No</div> <div>If yes, describe:</div>		
1. Removal of unauthorized mulch parking from Easement Area. 2. Removal of unauthorized fill material from wetland/stream area in Easement Area. 3. Removal of unauthorized fill material (demolition debris) from Easement Area. 4. Submission and adherence to Conservation Plan approved by the County Conservation District. 5. Continued remediation and stabilization of partially removed parking areas on Parcel 47-00-04324-01-2.		
3. Are the terms and conditions of the easement deed being met? E.g., no unauthorized uses,change in land use, new utilities, buildings outside of approved building envelopes, etc. <div>Yes No</div> <div>If no, list issue(s):</div>		
1. Unauthorized construction of an off-street parking area and associated improvements (silt fence, traffic control devices, large wire spools, etc.) within the Easement Area on Parcel No. 47-00-04324-00-3 in violation of Deed Restriction No. 1 (Permitted Acts), noting that off-street parking area is not an act specifically listed in the Conservation Easement under Deed Restriction No. 2 (Construction of Buildings and Other Structures). 2. Failure to develop and follow a Conservation Plan, approved by the County Conservation District, in violation of Deed Restriction No. 4. (Conservation Plan) 3. Placement of construction debris within wetlands/stream in violation of Deed Restriction No. 1.e (Conservation of Open Land in its natural state) and Deed Restriction No. 4 (Soil and Water Conservation). 4. Placement of construction debris (from on-site demolition activities) within Easement Area in violation of Deed Restriction No. 1 (Permitted Acts), as the stockpiling of construction debris is not an act that is specifically permitted by the Conservation Easement. Additionally, it is noted that the stockpiling of debris may also violate the Nuisance Standards of Chapter 27-2008 of the Township Code. 5. Unauthorized construction of an off-street parking area (partially removed as of the date of inspection) within the Easement Area on Parcel No. 47-00-04324-01-2 in violation of Deed Restriction No. 1 (Permitted Acts), noting that an off-street parking area is not an act specifically listed in the Conservation Easement under Deed Restriction No. 2 (Construction of Buildings and Other Structures).		
4. Are threatened or endangered species present on or proximal to this land? <div>Yes No</div> <div>If follow up is needed, list actions required:</div>		
5. Are there landowner, partner, or entity suggestions or comments? <div>Yes No</div> <div>If yes, describe:</div>		
6. Additional notes and observations:		
Attached to this report is a Site Photograph Report that provides photographs from the March 5, 2024 Site Investigation. In general, the site investigation revealed limited agricultural activities being performed on the site. A small portion of the preserved farm was being used to generate produce for the brewery operation. Limited area was used (2023) for pumpkins and hops, with an additional small area being prepared for vegetables (per representatives from property owner). A small area along the perimeter of an existing farm field had been recently (2023) replanted with tree whips supplied by the Township for reforestation purposes, not as a crop. A few off-site encroachments by adjacent residential properties were apparent, however, without a boundary survey of the property, the extent of the encroachments could not be determined. Landowner should work with the neighboring properties to remove the encroachments into the Easement Areas.		
7. Is there an additional monitoring photo report merged and enclosed within this PDF? <div>Yes No</div>		
8. Present at Inspection: Jamie Gwynn, Township Manager, Joshua Firely (Landowner Representative), Morgan Davidheiser (Landowner Representative), Daniel Gray (Township Engineer)		



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March 4, 2024

Via E-Mail (jmfirely@aol.com)

John M. Firely
115 Alexander Drive
Perkiomenville, PA 18074

Re: 2782 Leidy Road – Conservation Easement

Dear Mr. Firely:

I have received information that site work was recently completed at the subject site, potentially in violation of the Township's Deed of Conservation Easement to the Township of New Hanover in Perpetuity Agreement (included for reference). Based on this information, an inspection will be completed in accordance with Section 7 of the Agreement (included for reference), which provides the Township the "right to inspect the subject land at any time, without prior notice, if [the Township] has reasonable cause to believe the provisions of this Deed have been or are being violated." **The Township Engineer and I will be onsite to begin our inspection process tomorrow (March 5) at 1:00PM. I encourage you to attend this inspection with us in case we have questions related to any work that may have been completed on preserved areas of the property.**

Also, in accordance with Section 4 of the Agreement, the Township has not yet received the Soil and Water Conservation Plan that was approved by the Montgomery County Conservation District. Please be ready to provide a hard copy of said plan when we arrive at the site tomorrow. I kindly request an electronic copy be sent over at your earliest convenience.

Sincerely,

Jamie L. Gwynn
Township Manager

Prepared by: Andrew J. Bellwoar, Esquire
Siana, Bellwoar & McAndrew, LLP
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425-3510
610-321-5500

RECORDER OF DEEDS
MONTGOMERY COUNTY
2019 APR 10 A 8:39

Return to: Andrew J. Bellwoar, Esquire
Siana, Bellwoar & McAndrew, LLP
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425-3510
610-321-5500

Montgomery County
APR 18 2019
Recorder of Deeds

Tax ID/Parcel Nos. 47-00-04324-00-3, 47-00-04324-00-9, 47-00-04324-01-2, 47-00-04324-01-8, 47-00-04324-02-1

**DEED OF CONSERVATION EASEMENT TO THE TOWNSHIP OF
NEW HANOVER IN PERPETUITY**

This deed of Conservation Easement, is made this 8th day of April, 2019, by and between Larry L. Suloman and Darlene K. Suloman ("Sulomans" or "Grantors") and New Hanover Township ("Township" or "Grantee").

BACKGROUND

- A. Grantors are the owners of all that certain land situate in New Hanover Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" attached hereto consisting of 34.56 acres and all buildings and improvements erected thereon ("Subject Property");
- B. The local government unit of New Hanover Township, Pennsylvania, has determined to purchase a conservation easement on and over the entirety of the Subject Property with the exception of 1.16 +/- acres on which the retail farm store is located, on the northwest side of Leidy Road and depicted in the plan attached hereto as Exhibit "B" (the "Retail Area"). The area of the conservation easement – less the Retail Area exception -- is referred to hereinafter as the "Easement Area";
- C. All holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the Subject Property to this Deed of Conservation Easement and to refrain from any action inconsistent with its purpose.

NOW THEREFORE, in consideration for the sum of Seven Hundred Thousand Dollars (\$700,000.00), the receipt and sufficiency of which is hereby acknowledged, Grantors do voluntarily grant, bargain, sell, and convey to Grantee, its successors and assigns, and

Grantee voluntarily accepts, a conservation easement in perpetuity on the Easement Area, under and subject the following terms and conditions:

1. Permitted Acts – During the term of the conservation easement conveyed herein, the Easement Area shall be used for the following purposes:
 - a. Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
 - b. The production, growing and/or harvesting of crops;
 - c. Timber, wood, and other wood products derived from trees;
 - d. Residential uses consistent with the Zoning Ordinance. There are two existing family dwellings with accessory improvements. Nothing herein shall be construed to limit Grantors' right to use the Easement Area as residential parcels in compliance with the Township Zoning Ordinance;
 - e. As conservation of open land in its natural state including, but not limited to, woodlands, fallow field and managed meadow;
 - f. Such other uses as are similar to the aforesaid uses described in Subsections 1(a) through (e) above and are not prohibited under Section 3 hereof, or as otherwise approved by the Township in writing.
2. Construction of Buildings and Other Structures – The construction or use of any building or other structure on the Easement Area, other than those existing on the date of the delivery of this Deed, is prohibited except that:
 - a. The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
 - b. The construction or use of any building or other structure for agricultural production is permitted.
 - c. 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 either: erected within the footprint of the residential structure it replaces, or erected pursuant to paragraph 3.b below.
3. Restricted Uses – The following restrictions are hereby imposed and shall apply to the use of the Easement Area:
 - a. Industrial or Institutional Use. No industrial or institutional activities shall be conducted or permitted on the Easement Area. Agricultural activities which are conducted in accordance with the following requirements shall not be considered an industrial use and are therefore permitted:
 - i. Agricultural activities shall include, but are not limited to the production and/or growing and/or harvesting of crops, livestock (including the breeding, boarding and raising of cattle for dairy purposes) and livestock products subject to applicable regulations to minimize soil erosion,

stormwater run-off, stream sedimentation, pollution, overgrazing, nutrient loading, and other damaging occurrences.

- b. Land Development. Grantors and Grantee agree that no land development shall be permitted on the Easement Area, as such term is defined by the New Hanover Township Subdivision and Land Development Ordinance, except that the construction of a replacement residential structure and use outside the footprint of the existing residential structure shall only be permitted if (1) the dwelling is for the property owner's principal residence; (2) the construction of the residence and the access driveway will not significantly harm the economic viability of the subject land for agricultural production or commercial equine activity, and it will otherwise comply with Township ordinances; and (3) one of the two existing residential dwellings is formally abandoned prior to issuance of a building permit for the new residence and is removed immediately following the completion of the new residence and prior to a Use and Occupancy Certificate is issued for the new residence.
4. Soil and Water Conservation – All agricultural production activity on the Easement Area shall be conducted in accordance with a conservation plan approved by the County Conservation District. Such plan shall be updated every ten (10) years and upon any change in the basic type of agricultural production being conducted on the Easement Area. In addition to the requirements established by the County Conservation District, 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:
 - a. The excavation of soil, sand, gravel, stone or other materials for use in agricultural production on the Easement Area is conducted in a location and manner that preserves the viability of the Easement Area for agricultural production.
5. Condition of Title – In the event the Subject Property is ever sold, title to the Subject Property is subject to this Easement. The foregoing restriction on development and use shall be a covenant running with the land and shall be binding upon successors in title and assigns. In the event the Township acquires the Subject Property or any part thereof, the Subject Property shall not be restricted by this conservation easement as to municipal use including, but not limited to, the following: sanitary sewer, treatment, disposal and conveyancing; municipal offices and facilities (which offices can be rented or utilized from time to time by the Township to non-municipal entities for non-municipal uses); and active and passive recreational use.
6. Responsibilities of Grantors Not Affected – Except as specified herein, this Deed does not impose any legal or other responsibilities on the Grantee, its successors or assigns. Grantors shall continue to be solely responsible for payment of all taxes and assessments levied against the Subject Property and all improvements erected thereon. Grantors shall

continue to be solely responsible for the maintenance of the Subject Property and all improvements erected thereon.

Grantors acknowledge that Grantee has no knowledge or notice of any hazardous waste stored on or under the Subject Property. Grantee's exercise or failure to exercise any right conferred by the Conservation Easement shall not be deemed to be management or control of activities on the Subject Property for purposes of enforcement of the Act of October 18, 1988 (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantors, their heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successor 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 attorney's 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.

7. Enforcement – Annually, Grantee, its successors, assigns or designees shall have a right to enter the Easement Area 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 Grantors, their 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 at a date and time agreeable to the Township and the landowner.

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

Grantors acknowledge that any violation of the terms of this Deed shall entitle Grantee, its successors, assigns, or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantors, their 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.

8. Duration of Easement – The 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 Grantors shall apply to Grantors' heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantors.
9. Conveyance or Transfer of the Subject Property – Grantors, their heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantors, shall, within thirty (30) days of a change in ownership, notify the Township 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 Grantors and the party or parties to whom ownership of the Subject Property 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 Montgomery County Record of Deeds.

This obligation shall apply to any change in ownership of the Subject Property. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall explicitly reference this Easement.

10. Severability – This Deed shall be construed in its entirety; however, in the event that any provision of this Deed or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed, and the application of such provision to persons and circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
11. 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.
12. Entire Agreement – This Deed constitutes the entire understanding and agreement of the Parties. The Deed may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of the Parties.

To have and to hold this Deed of Conservation Easement unto the Grantee, its successors and assigns in perpetuity.

AND the Grantors, for themselves, their heirs, executors, administrators, successors and assigns do specially warrant the Conservation Easement hereby granted.

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

GRANTORS

 [Seal]

Larry L. Suloman

 [Seal]

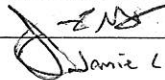
Darlene K. Suloman

GRANTEE

Witness:


[Seal]

New Hanover Township

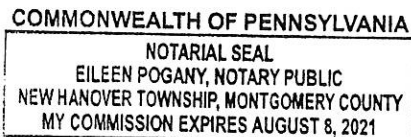
By: 
Jamie L. Gwynn

Title: Township Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Montgomery :

On this, the 8th day of April, 2019, before me, the undersigned officer, in and for the said County and State, personally appeared Larry L. Suloman and Darlene K. Suloman who acknowledged themselves to be the owners of the Property, and in that capacity, executed the foregoing instrument for the purposes therein contained by each signing their name.

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

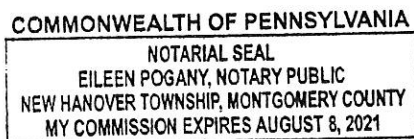


Eileen Pogany
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Montgomery :

On this, the 8th day of April, 2019, before me, the undersigned officer, personally appeared Terrie L. Gwynn, who acknowledged himself/herself to be the Township Manager of **New Hanover Township** Board of Supervisors of, and that he/she, as such Township Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of New Hanover Township by himself/herself as Township Manager.

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



Eileen Pogany
Notary Public

ALL THAT CERTAIN message and 5 contiguous tracts of land.

SITUATE in the Township of New Hanover, County of Montgomery and State of Pennsylvania bounded, limited and described as follows, to wit:

TRACT NO. 1:

BEGINNING at a post, a corner in a line of late Daniel York's land; thence by the same South 34 1/2 degrees, West 25.7 perches to a post, a corner of William H. Schneider's land; thence by the same the 3 following courses and distances, to wit: North 49 degrees West 38.2 perches to a stone; thence South 40 1/2 degrees West 24.3 perches to a post; thence North 49 1/4 degrees West 28 perches to a post in the road, a corner in the line of late Solomon Levengoods land; thence by the same North 40 1/4 degrees East 41.1 perches to a post, a corner of late Benjamin Smith's land; thence by the same South 66 1/2 degrees East 32 perches to a post; thence by the same and lands of David Gilbert's South 35 degrees East 34.4 perches to the place of beginning.

CONTAINING 14 acres and 119 perches of land, more or less.

TRACT NO. 2:

BEGINNING at a post in the road, a corner of George Richard's land; thence by the same North 45 3/4 degrees, West 33.1 perches to a post, a corner of late Solomon Levengood's land; thence by said land the following 5 courses and distances, to wit: North 57 1/4 degrees East 36.6 perches to a post; thence North 78 degrees East 12.1 perches to a post; thence South 52 1/2 degrees East 4.4 perches to a post; thence North 42 3/4 degrees East 13 perches to a post; thence South 56 1/2 degrees East 13 perches to a post in the road, a corner in the line of Benjamin Smith's land; thence partly by the said land and partly by land of said Jacob Reigner's and partly by William H. Schneider's and by A.S. Knous and South 42 3/4 degrees West 63.6 perches to the place of beginning.

CONTAINING 9 acres and 2 perches of land.

TRACT NO. 3:

BEGINNING at a post, a corner of James S. Knous' other land; thence along said land the 3 following courses and distances, to wit: North 56 3/4 degrees West 3 perches to a post; thence South 28 1/2 degrees West 7.8 perches to a post; thence South 54 1/2 degrees West 7.2 perches to a post, a corner of said Jacob Feigner's other land; thence along said land South 52 3/4 degrees East 2.4 perches to a post; thence along said land North 43 degrees East 15 perches to the place of beginning.

CONTAINING 27 perches of land.

TRACT NO. 4

BEGINNING at a post in the road, a corner of Jesse Eickels land; thence along the same North 50 1/4 degrees West 29.7 perches to an apple tree on said Buckels land; thence by said land the 5 following courses and distances, viz: North 42 1/4 degrees East 25.5 perches to a post; thence North 48 1/4 degrees West 11.2 perches to an elm tree; thence North 56.3 degrees East 3 perches to a post; thence South 48 1/4 degrees East 10.7 perches to a post; thence North 42 1/4 degrees East 31.4 perches to a post, a corner of John H. Srunsts other land; thence along said land South 45 1/2 degrees East 30.8 perches to a stone in the road, a corner in the line of Edward H. Knous' land; thence along said road South 43 1/4 degrees West 56.3 perches to the place of beginning.

CONTAINING 11 acres and 23 perches of land.

EXCEPTING AND RESERVING out of Tract No. 4 above described a certain tract of land containing about 1/6 of an acre conveyed by the said Howard Yerger, and wife to Harry C. Krause by Deed Dated March 20, 1919 and recorded in Deed Book No. 790 page 293.

TRACT NO. 5:

BEGINNING at a post, a corner in a line of John Scheetz' land; thence by the same South 34 1/2 degrees West 30.2 perches to a post; and South 41 degrees West 3.8 perches to a post, a corner of Amos Knous' land; thence by the same North 49 degrees West 69.2 perches to a post, a corner in a line of Moses H. Kehirs land; thence by the same North 40 1/2 degrees East 9.9 perches to a post, a corner of Israel Smiths land; thence by the same South 49 1/4 degrees East 28 perches to a post; thence by the same North 40 1/2 degrees East 24.3 perches to a stone; thence by said land South 49 degrees East 38.2 perches to the place of beginning.

CONTAINING 10 acres.

EXCEPTING THEREOUT AND THEREFROM those certain 9 lots granted and conveyed unto Joseph Suloman and Ethel M. Suloman, his wife by the Deeds recorded in the Office of the Recorder of Deeds from Montgomery County as set forth in the Deed Books and pages set forth immediately hereafter to which Deeds reference is made for a complete description of said conveyed lots; (a) Deed Book 3648 page 100; (b) Deed Book 3664 page 391; (c) Deed Book 3668 page 504; (d) Deed Book 3675 page 386; (e) Deed Book 3683 page 279; (f) Deed Book 3683 page 544; (g) Deed Book 3666 page 361; (h) Deed Book 3890 page 444; (i) Deed Book 4798 page 2029.




Tax ID / Parcel No. 47-00-04324-00-3, 47-00-04324-00-9, 47-00-04324-01-2, 47-00-04324-01-8 and 47-00-04324-02-1

Being the same premises which Larry L. Suloman by Deed dated 11-18-2015 and recorded 11-24-2015 in Montgomery County in Deed Book 5979 page 2320 conveyed unto Larry L. Suloman and Darlene K. Suloman, his wife, in fee.

Untitled Map

Farm Store Lot-238.1' x 211.7'

Legend

-  2782 Leidy Rd
-  Feature 1
-  Suloman's Milk

2782 Leidy Rd

238.1' x 211.7'

Google Earth

200 ft



**NEW HANOVER TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 19-07

**A RESOLUTION AUTHORIZING THE PURCHASE OF A CONSERVATION
EASEMENT OVER REAL PROPERTY**

WHEREAS, the Board of Supervisors has determined that it is in the best interest of the Township to obtain a conservation easement over certain real property located within the Township which is owned by Larry L. Suloman and Darlene K. Suloman ("Grantors") and more specifically known as Tax Map #s 47-054-027 & 034, 47-055-007, 069 & 008 (the "Property");

WHEREAS, the conservation easement over the Property is being purchased in accordance with the Conservation and Preservation Easements Act, 32 P.S. 5051, et seq., and the Open Space Lands Act, 32 P.S. 5001, et seq.;

WHEREAS, the Township desires to purchase the Property for a sum not to exceed \$700,000.00 in accordance with the terms and conditions of a Conservation Easement Preparation, Processing and Purchasing Agreement, to be approved by the Board of Supervisors;

WHEREAS, the Township desires to use revenue from the Open Space Earned Income Tax in accordance with Section 5007.1 of the Open Space Lands Act to pay the purchase price;

WHEREAS, in accordance with Section 5006 of the Open Space Lands Act, the Township has held the required public hearing which was duly advertised in accordance with the Open Space Lands Act;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of New Hanover Township hereby resolves as follows:

RESOLVED, the proposed purchase of the conservation easement over the Property by the Township from the Grantor for a sum not to exceed \$700,000.00 is hereby authorized and approved.

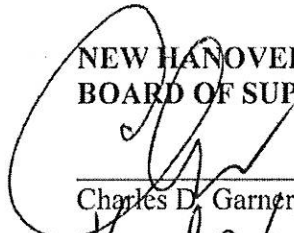
FURTHER RESOLVED, that the Township agrees to purchase the conservation easement over the Property as detailed in the Conservation Easement Preparation, Processing and Purchasing Agreement;

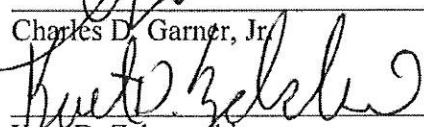
FURTHER RESOLVED, the Board of Supervisors is authorized to pay out of the revenue from the Open Space Earned Income Tax the purchase price for the conservation easement over the Property.

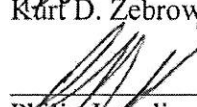
FURTHER RESOLVED, that the Chairman and Vice-Chairman of the Board of Supervisors, the Township Manager, and Township Solicitor are authorized and directed to take any and all necessary action to complete the purchase of the conservation easement over the Property and to pay the purchase price and other associated costs and fees to consummate the transaction contemplated hereby.

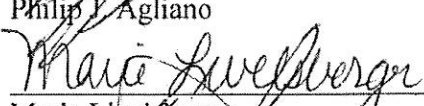
RESOLVED and ENACTED this 4th day of April, 2019 by the Board of Supervisors of New Hanover Township, Montgomery County, Pennsylvania, in lawful session duly assembled.

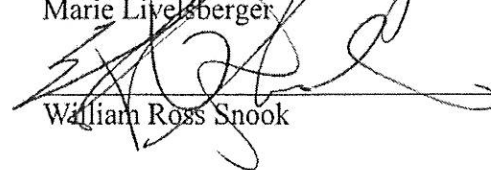
**NEW HANOVER TOWNSHIP
BOARD OF SUPERVISORS**


Charles D. Garner, Jr.

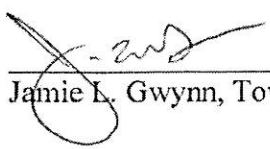

Kurt D. Zebrowski


Philip J. Agliano


Marie Livelsberger


William Ross Snook

ATTEST:


Jamie L. Gwynn, Township Manager

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

47-00-04324-00-3 NEW HANOVER

2782 LEIDY RD

SULOMAN LARRY L & DARLENE K

B 054 U 027 L 0319 DATE: 04/18/2019

\$15.00
HW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

47-00-04324-00-9 NEW HANOVER

LEIDY RD

SULOMAN LARRY L & DARLENE K

B 054 U 034 L 2900 DATE: 04/18/2019

\$15.00
HW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

47-00-04324-01-2 NEW HANOVER

LEIDY RD

SULOMAN LARRY L & DARLENE K

B 055 U 007 L 2900 DATE: 04/18/2019

\$15.00
HW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

47-00-04324-01-8 NEW HANOVER

LEIDY RD

SULOMAN LARRY L & DARLENE K

B 054 U 069 L 2900 DATE: 04/18/2019

\$15.00
HW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

47-00-04324-02-1 NEW HANOVER

LEIDY RD

SULOMAN LARRY L & DARLENE K

B 055 U 008 L 2900 DATE: 04/18/2019

\$15.00
HW



pennsylvania

DEPARTMENT OF REVENUE

Bureau of Individual Taxes

PO BOX 280603

Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

6132

2245

4/18/2019

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Suburban Abstract Agency, Inc.		Telephone Number: (610) 734-2300	
Mailing Address 1418 Bywood Avenue	City Upper Darby	State PA	ZIP Code 19082

B. TRANSFER DATA

Date of Acceptance of Document 04 / 08 / 2019			
Grantor(s)/Lessor(s) Larry L. Suloman and Darlene K. Suloman	Telephone Number: N/A	Grantee(s)/Lessee(s) New Hanover Township	Telephone Number: N/A
Mailing Address 2782 Leidy Road Et al		Mailing Address 2943 North Charlotte Street	
City Gilbertsville	State PA	ZIP Code 19525	City Gilbertsville
			State PA
			ZIP Code 19525

C. REAL ESTATE LOCATION

Street Address 2782 Leidy Road et al		City, Township, Borough New Hanover Township	
County Montgomery	School District Bovertown Area School District	Tax Parcel Number see attached	

D. VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 700,000.00	2. Other Consideration +0.00	3. Total Consideration = 700,000.00
4. County Assessed Value 337,340.00	5. Common Level Ratio Factor x 1.96	6. Computed Value = 641,586.40

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 0.00 %	1c. Percentage of Grantor's Interest Conveyed 0.00 %
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ 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 (Please explain exemption claimed.) This is a grant of easement only. The
grantors remain the fee title holders. PA Act 319

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 Suburban Abstract Agency, Inc. By:	Date 04/08/19
---	------------------

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

Realty Transfer Tax Statement of Value Attachment

Tax Parcel Numbers:

47-00-04324-003, 47-00-043324-009, 47-00-04324-012, 47-00-04324-018 and
47-00-04324-021

CONSERVATION EASEMENT INSPECTION PHOTO REPORT



NOTE: ALL BOUNDARIES ARE BASED ON DEED DESCRIPTIONS AND NOT AN ACTUAL SURVEY. IT IS THE INTENT OF THIS PLAN TO DELINEATE THE CONSERVATION EASEMENT INCLUDING THE PARCELS REFERENCED HEREIN. ACTUAL SURVEY DATA SHALL TAKE PRECEDENT.

ALL PLANS AND THE INFORMATION DEPICTED THEREON AS PREPARED BY KNIGHT ENGINEERING, INC. ARE THE RESULT OF A PROFESSIONAL SERVICE INTENDED SOLEY FOR THE SPECIFICALLY NAMED PROJECT AND CLIENT. ANY REPRODUCTION OF INFORMATION, REVISION OR REUSE OF THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF KNIGHT ENGINEERING, INC. SHALL BE CONSIDERED A VIOLATION OF THE CODE OF ETHICS, AS WELL AS A THEFT OF CORPORATE ASSETS. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. ONLY THOSE PLANS INCORPORATING THE RAISED SEAL OF A REGISTERED PROFESSIONAL ENGINEER OR PROFESSIONAL LAND SURVEYOR UNDER THE EMPLOY AND/OR CONTRACT OF KNIGHT ENGINEERING, INC SHALL BE CONSIDERED COMPLETE AND OFFICIAL.

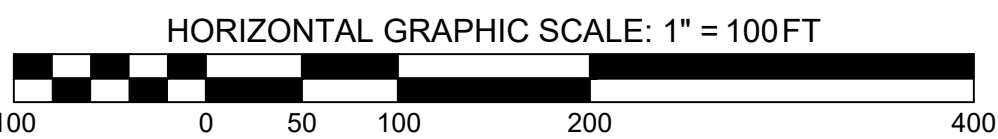
CALL BEFORE YOU DIG !
PENNSYLVANIA LAW REQUIRES
3 WORKING DAYS NOTICE FOR
CONSTRUCTION PHASE AND 5 WORKING
DAYS IN DESIGN STAGE - STOP CALL
Pennsylvania One Call System, Inc.



1-800-242-1776

NOTE:
ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY RECORDS, FIELD MARKOUTS BY UTILITY OWNERS, AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CANNOT BE GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO THE START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON NOVEMBER 30, 2004, PA ACT 199.

18 SITE PHOTOGRAPH



FIRELY ENTERPRISES, LLC CONSERVATION EASEMENT - PHOTOGRAPH MAP 2782 LEIDY ROAD GILBERTSVILLE, PA 19525				
NEW HANOVER TOWNSHIP		MONTGOMERY COUNTY, PA		
 KNIGHT ENGINEERING INC. 4998 MECHANICSVILLE ROAD, P.O. BOX 247 MECHANICSVILLE, PENNSYLVANIA 18934 (215) 794-5958				
SCALE 1" = 50'	DATE 03/06/2024	DRAWN BY DEG	PLAN NO. 6051	DWG. NO. 1 OF 1



Figure 1 - Partially completed drainage improvement along existing barn.



Figure 2 - Partially removed unauthorized parking area in Easement Area on Parcel 47-00-04324-012



Figure 3 - Partially removed unauthorized parking area in Easement Area on Parcel 47-00-04324-012



Figure 4 - Paddock Area adjacent to partially removed unauthorized parking area in Easement Area on Parcel 47-00-04324-012



Figure 5 - View of existing field on Parcel 47-00-04324-012, noting the lack of any apparent agricultural activity.



Figure 6 - View of existing field on Parcel 47-00-04324-012, noting the lack of any significant agricultural activity.



Figure 7 - View looking back towards Leidy Road of farm field on Parcel 47-00-04324-012.



Figure 8 - View of spent grains used for beer brewing being stockpiled on Parcel 47-00-04324-012.



Figure 9 - View of three pumpkin patch areas harvested during 2023 on Parcel 47-00-04324-012 .



Figure 10 - View of honeybee hives placed along boundary of Parcel 47-00-04324-021



Figure 11 - View of field on Parcel 47-00-04324-021, noting limited farming activities on the parcel. Biofill stockpiles noted in far end of fields.



Figure 12 - View of Biofill stockpiles on Parcel 47-00-04324-021. Owners noted that vegetable fields would be planted in 2024 utilizing the stockpiled Biofill.



Figure 13 - Biofill stockpile and partially stripped vegetable garden area on Parcel 47-00-04324-021.



Figure 14 - View of stockpiled wood chips adjacent to the previously unauthorized parking area that was in the process of being removed. The owner's representatives indicated that mulch would be placed over areas disturbed by the removal of the unauthorized parking.



Figure 15 - Additional view of unauthorized parking area being removed, noting the stockpiled stone in the foreground.



Figure 16 - View of small vegetable garden area on Parcel 47-00-04324-012, noting the existance of geotextile fabric used to cover exposed soil areas.



Figure 17 - View of front of Parcel 47-00-04324-012 and Leidy Road, noting the lack of any agricultural activities occurring in the area.



Figure 18 - View of farm building and silos on Parcel 47-00-04324-012, noting lack of agricultural activity.



Figure 19 - View across Parcel 47-00-04324-012.



Figure 20 - View of existing watercourse that bisects Parcel 47-00-04324-012, noting severely eroded streambanks.



Figure 21 - View of existing watercourse that bisects Parcel 47-00-04324-012 looking towards Leidy Road, noting severely eroded stream banks.



Figure 22 - View of existing barn on Parcel 47-00-04324-012.



Figure 23 - View of existing farm access to Parcel 47-00-04324-012 and drainage improvements along Leidy Road.



Figure 24 - View of recently installed driveway entrance to Leidy Road with remnants of unauthorized parking area in Easement Area on Parcel 47-00-04324-012.



Figure 25 - View of roadside area adjacent to retail area on Parcel 47-00-04324-003, noting remnants of unauthorized parking area on Parcel 47-00-04324-012.



Figure 26 - View along property boundary with Parcel 47-00-04368-008.



Figure 27 - View of Parcel 47-00-04324-021 and Parcel 47-00-04324-021 from southern property boundary, noting the lack of agricultural activity in the Easement Area.



Figure 28 - View of wooded area along property boundary with Parcel 47-00-00850-77-1



Figure 29 - View of headwaters of stream channel that bisects Parcel 47-00-04324-012 and Parcel 47-00-04324-021.



Figure 30 - View of watercourse that bisects Parcel 47-00-04324-012 and Parcel 47-00-04324-021, looking towards Leidy Road.



Figure 31 - View of retail area on Parcel 47-00-04324-003.



Figure 32 - View along Easement Area and Retail Area boundary on Parcel 47-00-04324-003



Figure 33 - View along Easement Area and Retail Area boundary on Parcel 47-00-04324-003 from Leidy Road, noting the location of the utility pole that generally demarks the boundary of the Retail Area.



Figure 34 - View of tree row within Easement Area along Parcel 47-00-04360-102, noting the disturbance associated with the unauthorized parking area (mulch) encroachment into the Easement Area.



Figure 35 - Additional View of mulch parking area and silt fence encroachment into Easement Area. Also of note is the hop plants that were previously planted (2023) between the evergreen trees.



Figure 36 - View of Easement Area along Parcel 47-00-04360-102, noting the lack of buffer vegetation required along the Retail Area to screen the retail activities from the adjacent properties.



Figure 37 - View of unauthorized mulch parking area within Easement Area, noting additional hop plants in the foreground.



Figure 38 - View of recently installed driveway access to Leidy Road from Parcel 47-00-04340-012, noting remnants of unauthorized parking area constructed in Easement Area.



Figure 39 - View of boundary between Retail Area and Easement Area on Parcel 47-00-04324-003, noting the lack of buffer vegetation between retail area and adjacent properties.



Figure 40 – Additional View of boundary between Retail Area and Easement Area on Parcel 47-00-04324-003, noting the location of the existing sewer cleanout that lies near the bouandry of the Easement and Retail Area.



Figure 41 - View of existing retail sign on Parcel 47-00-04324-003.



Figure 42 - View of utility line cleanout on Parcel 47-00-04324-003.



Figure 43 - View of outdoor seating area to the rear of the retail structure.



Figure 44 - View of existing pond on Parcel 47-00-04324-00-3



Figure 45 - View of temporary tent structure to the rear of the retail structure on Parcel 47-00-04324-00-3



Figure 46 - View of outdoor seating area to rear of Parcel 47-00-04324-00-3



Figure 47 - View of underground propane access ports within seating area on Parcel 47-00-04324-00-3



Figure 48 - View of concrete pad for future generator on Parcel 47-00-04324-00-3, noting location is near the unmarked boundary of Retail Area and Easement Area.



Figure 49 - View of hop planting area and adjacent unauthorized mulch parking area located within the Easement Area.



Figure 50 - Additional view of hop planting areas on Parcel 47-00-04324-00-3.



Figure 51 - Additional view of hop planting areas on Parcel 47-00-04324-00-3.



Figure 52 - Additional view of hop planting areas on Parcel 47-00-04324-00-3.



Figure 53 - View of unauthorized parking area within Easement Area on Parcel 47-00-04324-00-3.



Figure 54 - View looking toward Leidy Road of unauthorized parking area, silt fence, and wire spools in Easement Area on Parcel 47-00-04324-00-3, noting the lack of buffer plantings to screen the parking area from the adjacent residential properties.



Figure 55 - View of unauthorized parking area on Parcel 47-00-04324-00-3, noting the tree stump for reference to the trees shown on the plan attached to the Conservation Easement.



Figure 56 - View of unauthorized parking area looking towards Leidy Road, noting two tree stumps shown on the plan attached as Exhibit B to the Conservation Easement.



Figure 57- View of unauthorized parking area looking towards Parcel 47-00-04360-102, noting two tree stumps shown on the plan attached as Exhibit B to the Conservation Easement.



Figure 58 - View of unauthorized parking area access to existing parking area, noting the two to three paved parking spaces that would be unavailable for parking when access is being used.



Figure 59 - View of existing well located in landscape bed adjacent to existing, paved parking area.



Figure 60 - View from existing, paved parking area of unauthorized parking area, silt sock and wire spools located with the Easement Area on Parcel 47-00-04324-003.



Figure 61 - View of access to unauthorized parking area on Parcel 47-00-04324-003.



Figure 62 - View of farm field to the rear of Parcel 47-00-04324-003, noting the general lack of agricultural activity.



Figure 63 - View of farm field on Parcel 47-00-04324-003, noting the general lack of farming activity in Easement Area.



Figure 64 - View of wooded area along existing watercourse on Parcel 47-00-04324-009.



Figure 65 - View of construction debris placed within watercourse on Parcel 47-00-04324-009.



Figure 66 - View of farm field on Parcel 47-00-04324-009, along property line with residential parcels along Leidy Road, noting the tree whips that were provided by the Township. Also note the lack of agricultural activity in the Easement Area.



Figure 67 - View of Easement Area on Parcel 47-00-04324-009, noting the lack of any agricultural activity.



Figure 68 - View of Easement Area on Parcel 47-00-04324-009 and adjacent woodland area.



Figure 69 - View of farm access to Easement Area on Parcel 47-00-04324-009 from Parcel 47-00-04324-003.



Figure 70 - View from Parcel 47-00-04324-009 toward Leidy Road, noting typical encroachment of adjacent properties into the Easement Areas. A boundary survey is necessary to confirm the extent of encroachments.



Figure 71 - View from Parcel 47-00-04324-009 toward Leidy Road, noting typical encroachment of adjacent properties into the Easement Areas. A boundary survey is necessary to confirm the extent of encroachments.



Figure 72 - Construction debris pile on Parcel 47-00-04324-012 within Easement Area.

2018 AERIAL PHOTOGRAPH
(BEFORE EASEMENT CONDITIONS)

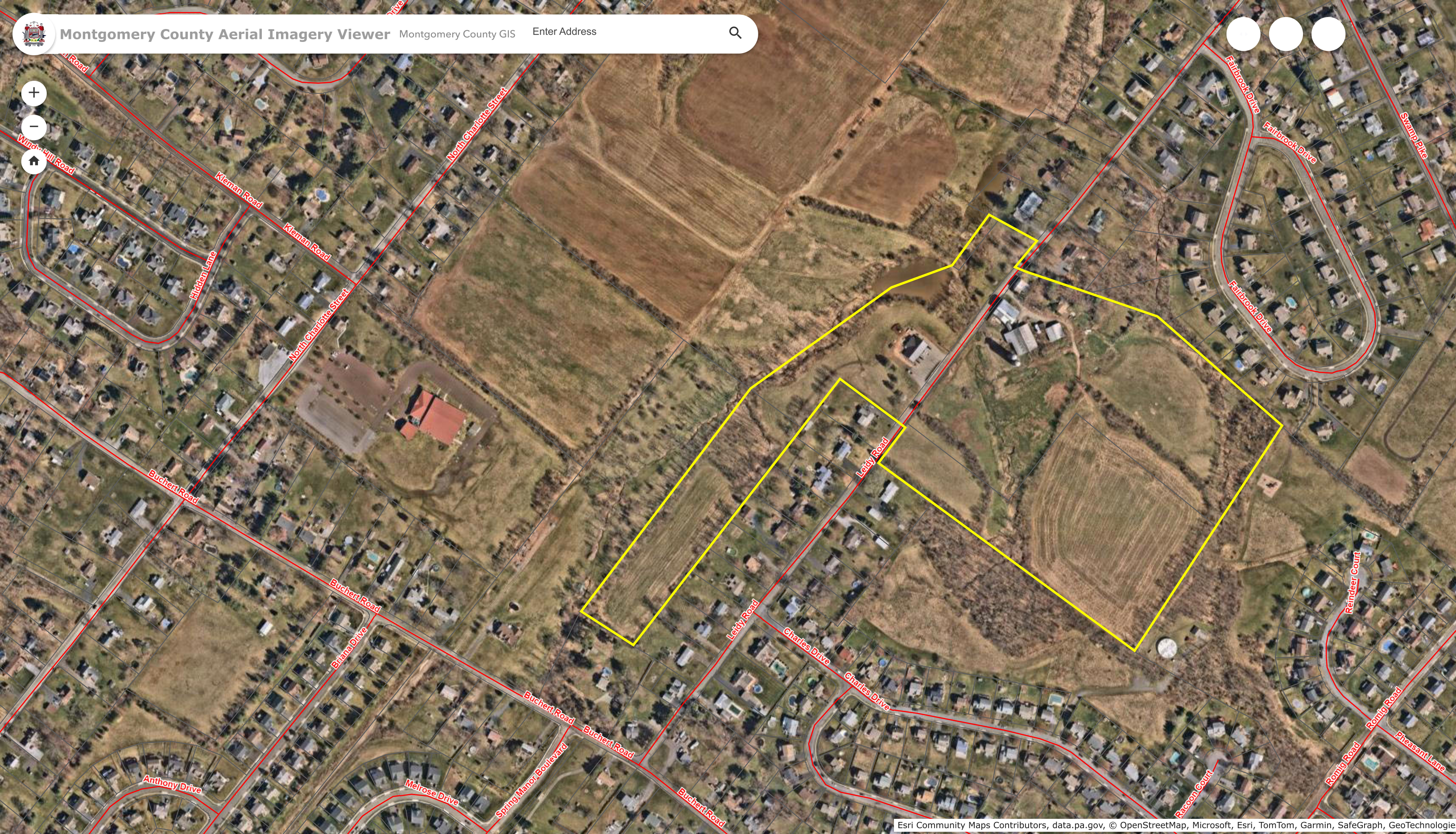


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-75.594 40.292 Degrees



2023 AERIAL PHOTOGRAPH
(CURRENT EASEMENT CONDITIONS)



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-75.592 40.293 Degrees

