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FOX CLEARING, LLC,

Appellant,

vs.

BOARD OF SUPERVISORS OF  
WESTTOWN TOWNSHIP,

Appellee.

IN THE COURT OF COMMON  
PLEAS OF CHESTER COUNTY

NO. 2024-01326-ZB

LAND USE APPEAL

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### **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“**Agreement**”) is made this 18 day of November, 2024 by and between FOX CLEARING, LLC (“**Fox**” or “**Developer**”), and the BOARD OF SUPERVISORS (“**Board**”) OF WESTTOWN TOWNSHIP (“**Township**”) (each a “**Party**”, collectively the “**Parties**”).

### **BACKGROUND**

1. Fox Clearing, LLC, is a Pennsylvania limited liability company having a business address of 227 Granite Run Drive, Suite 100, Lancaster, Pennsylvania 17601.
2. The Board of Supervisors of Westtown Township is the governing body of Westtown Township having a principal place of business located at 1039 Wilmington Pike, West Chester, Pennsylvania 19382.
3. Fox is the owner and/or equitable owner of four parcels of land totaling approximately 81 acres located along Shiloh Road in the Township, more specifically designated as Uniform Parcel Identifier (“**UPI**”) #67-2-23 (64.956 acres); #67-2-8 (9.133 acres); #67-2-9 (1.133 acres); and #67-2-7.1 (5.664 acres) (collectively, the “**Property**”).
4. The Property is located on the east side of Shiloh Road about one-half mile south of Little Shiloh Road, generally opposite the intersections of Shiloh and Oakbourne Roads and Shiloh Road and Hunt Drive.

5. The Property is in the Township's R-1 Residential Zoning District ("**R-1 District**") of the Township's Zoning Ordinance.

6. Section 170-601.C.(1) of the Zoning Ordinance permits residential development in accordance with the provisions of Article IX (Flexible Development Procedure) of the Zoning Ordinance by conditional use. Single-family detached dwellings are permitted in flexible developments pursuant to Section 170-903.A of the Zoning Ordinance.

7. On May 4, 2023, Fox submitted a Conditional Use Application ("**Application**") to develop the Property under the Flexible Development Procedure of the Zoning Ordinance.

8. Fox proposed to develop the Property with a single-family residential development consisting of eighty-five (85) single-family homes together with the construction of internal streets, utilities, stormwater management facilities, landscaping, lighting, community recreation facilities and other associated development improvements ("**Proposed Development**").

9. The Proposed Development proposed the demolition and removal of the existing Stokes house and the Miles house while the O'Brien house and the Briner house are proposed to remain on the Property.

10. The Proposed Development will be serviced by public water and public sewer.

11. On August 14, 2023, the Board commenced a hearing on the Application that concluded on December 27, 2023 after four (4) nights of testimony.

12. On December 27, 2023, the Board voted orally to deny the Application and on February 1, 2024, the Board issued the written decision denying the Application ("**Decision**").

13. On February 14, 2024, Fox appealed the Decision ("**Appeal**").

14. Subsequent to Fox filing the Appeal, the Parties negotiated and agreed upon a

settlement of the Appeal.

15. By entering into this Agreement, the Parties now desire to memorialize in writing their understanding of the terms of the settlement, including modifications to the Proposed Development.

**NOW, THEREFORE**, in consideration of the facts set forth in the Background of this Agreement, and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Incorporation of Background.** The Background to this Agreement is incorporated into the body of this Agreement as if fully set forth herein at length.

2. **Approval of the Agreement.** Execution of this Agreement by the Board shall occur only after the Board has voted to approve this Agreement at a public meeting and after public comment.

3. **Settlement of Land Use Appeal and Court Approval.** This Agreement shall serve as the basis for a negotiated settlement of the Appeal. Immediately after the Parties execute this Agreement, counsel for the Parties shall execute and file a Joint Motion to Approve Settlement Agreement by attaching a copy of this Agreement and requesting the Court enter an Order approving this Agreement.

4. **Proposed Development and Future Use of the Property.** The Parties agree to permit Developer to design, engineer, construct, develop, and/or use the Property for seventy-eight (78) single family homes (“**Modified Proposed Development**”) substantially in accordance with the conceptual site plan entitled “Settlement Plan – Overall Site Plan” prepared by DL Howell dated February 28, 2024, last revised October 25, 2024, a copy of which is attached as **Exhibit “A”** (“**Settlement Plan**”).

The Modified Proposed Development proposes the construction of an additional internal street to connect to proposed Road “C” in the Modified Proposed Development.

The Modified Proposed Development also proposes the construction of a school bus stop together with a car pullover area. The school bus stop and car pullover area will be further designed during the land development process and is subject to input from the West Chester Area School District.

At the time of this Agreement, the Modified Proposed Development has been determined to deviate from the Township’s Zoning Ordinance, Subdivision and Land Development Ordinance (“SALDO”) and Stormwater Management Ordinance (“SWMO”) as detailed in attached **Exhibit “B”**. Additional SALDO and SWMO waivers may be requested during review of the Land Development Application set forth below.

5. **Land Development Application.** After the execution of this Agreement and the issuance of the Court’s Order approving this Agreement, the Developer, at its discretion, will cause its engineer to prepare and submit a land development application (“**Land Development Application**”) for the Modified Proposed Development substantially in accordance with: (i) the Settlement Plan and (ii) the terms of this Agreement (collectively, the “**Standards**”). If the Land Development Application complies with the Standards and the applicable Township Ordinances, as may be further modified or waived in accordance with the Pennsylvania Municipalities Planning Code and the SALDO, then the Board shall approve the Land Development Application.

6. **Disputes with Regard to Land Development Application.** If any disputes arise between the Parties with respect to the engineering of the Land Development Application, then the Parties shall communicate and meet to resolve such disputes. If the Parties cannot resolve

their dispute, then the Parties may avail themselves of the mediation option provided for in the Pennsylvania Municipalities Planning Code or either Party may petition the Court for appropriate relief and enforcement of this Agreement.

7. **Sanitary Sewer for the Modified Proposed Development.** The Modified Proposed Development shall be serviced by public sanitary sewer via the Township public sewer system with treatment and disposal at the Chester Creek wastewater treatment plant. An on-site sewer pump station and force main will be constructed to convey wastewater generated by the Modified Proposed Development into the Township's public sewer system connecting at an existing manhole at the intersection of Shiloh Road and Farm Lane.

8. **Sewage Facilities Planning.** On May 7, 2023, the Pennsylvania Department of Environmental Protection ("DEP") approved sewage facilities planning for a portion of the Property. The Developer shall prepare and submit to the Township a revised sewage facilities planning module for the Modified Proposed Development to be constructed on the entire Property. The Township shall review the planning module in accordance with DEP's sewage facilities planning regulations and any applicable Township ordinances. Upon approval of the planning module, the Township shall forward it to DEP for DEP's review and approval. The Township shall assist the Developer in responding to DEP review comments and requests for additional information.

9. **Sewer Tapping Fee for the Modified Proposed Development.** At the time of building permit application for each single-family home in the Modified Proposed Development, the Developer shall pay the then current sewer tapping fee per equivalent dwelling unit ("EDU") for conveyance and treatment capacity in the Township public sewer system.

10. **NPDES Permit.** The Developer shall obtain the required stormwater NPDES

permit from DEP or Chester County Conservation District for the Modified Proposed Development.

11. **Dedicated and Non-dedicated Improvements.**

(A) Open Space: The open space in the Modified Proposed Development shall not be offered for dedication but shall be owned and maintained by a future homeowners' association created for the Modified Proposed Development.

(B) Shiloh Road Additional Right of Way and Road Calming: The Developer shall offer the additional right of way along Shiloh Road delineated on the Settlement Plan and the Board shall accept dedication of the additional right of way at the time as specified in a future development improvements agreement between the Parties. Concurrent with the recording of the final land development plans, the Developer shall contribute fifty thousand dollars (\$50,000) to the Township to be used for traffic calming measures along Shiloh Road.

(C) Traffic Signal Retiming at Route 926 and Shiloh Road: As part of the Modified Proposed Development, the Developer shall retime the existing traffic signal at Route 926 and Shiloh Road to optimize levels of service at the intersection post-Modified Proposed Development.

(D) Roads and Sidewalks: The roads and sidewalks in the Modified Proposed Development shall not be offered for dedication but shall be owned and maintained by either the individual homeowners or a future homeowners' association created for the Modified Proposed Development.

(E) Retaining walls: The retaining walls in the Modified Proposed Development shall not be offered for dedication but shall be owned and maintained by a future homeowners' association created for the Modified Proposed Development.

(F) Trails: The trails constructed in the Modified Proposed Development shall not be offered for dedication but shall be owned and maintained by a future homeowners' association created for the Modified Proposed Development and shall be subject to an easement for public pedestrian use only (no bicycles or motorized equipment).

(G) Sewer: The Modified Proposed Development's sewer collection system and pump station will be dedicated to and accepted by the Township in accordance with a future development improvements agreement to be entered into between the Parties.

12. **Site Grading and Earth Disturbance.** The Developer may not commence site grading and clearing until the Developer has obtained the required Erosion and Sedimentation Control adequacy approval and NPDES permit for the Modified Proposed Development and has posted the required financial security for such grading and disturbance with the Township.

13. **Future Homeowners' Disclosure.** At the time of entering into agreements of sale for the new home lots in the Modified Proposed Development, the Developer shall disclose in writing the existence and locations of the two (2) pipelines on the Property and the general contents being conveyed through the pipelines to any individual new home purchaser.

14. **Miscellaneous.**

(A) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(B) **Specific Performance and Enforcement of Settlement Agreement.** The Parties agree that, in addition to all remedies at law, either may petition the Chester County Court of Common Pleas for specific performance and/or enforcement of this Agreement without having to exhaust administrative remedies. The Parties further agree the Court shall retain jurisdiction of the Appeal for purposes of enforcing the terms of this Agreement.

(C) **Entire Agreement.** This Agreement shall constitute the entire agreement among the Parties and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof.

(D) **Amendment.** This Agreement may be amended upon the written consent of the Parties to this Agreement, which shall not be unreasonably withheld. No waiver or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto in writing.

(E) **Assignment.** This Agreement may be assigned by the Developer, subject to the Board's approval, which shall not be unreasonably withheld. No assignment shall be effective without the assignee's or successor's written assumption and acceptance of the obligations under this Agreement.

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

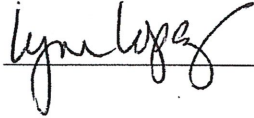
(G) **Notices.** All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guarantying next day delivery, to the address referenced in the Background above.

(H) **Counterparts.** This Agreement may be executed in multiple counterparts such that all counterparts together shall create a fully executed and complete Agreement.



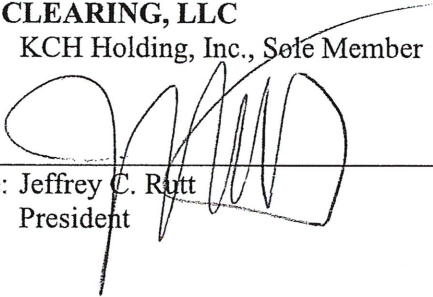
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:



**FOX CLEARING, LLC**

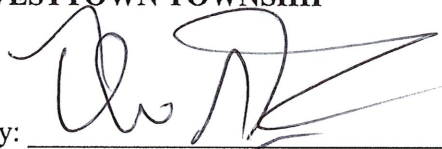
By: KCH Holding, Inc., Sole Member

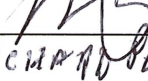
By:   
Name: Jeffrey C. Rutt  
Title: President

**BOARD OF SUPERVISORS OF  
WESTTOWN TOWNSHIP**

ATTEST:



By:   
Name: Thomas Foster, Chair BOS

By:   
Name: RICHARD SOMENZI, Philip Crumshaw,  
BOS

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT "A"**  
**SETTLEMENT PLAN**

**RESIDENTIAL DEVELOPMENT**

ART. VI - R1 RESIDENTIAL DISTRICT  
 SECT. 170-501.2: CONDITIONAL USES  
 (2) RESIDENTIAL DEVELOPMENT (FLEXIBLE DEVELOPMENT PROCEDURE - ARTICLE IX)  
 ART. IX - FLEXIBLE DEVELOPMENT PROCEDURE  
 SECT. 170-903: PERMITTED USES  
 A. SINGLE FAMILY DETACHED DWELLINGS  
 SECT. 170-904: DENSITY STANDARDS  
 BASE DENSITY = 1.1 D.U./ACRE OF TRACT AREA (SEE TRACT AREA CALCULATION)  
 BONUS DENSITY = 1.5 D.U./ACRE OF TRACT AREA (MAXIMUM ACHIEVABLE)

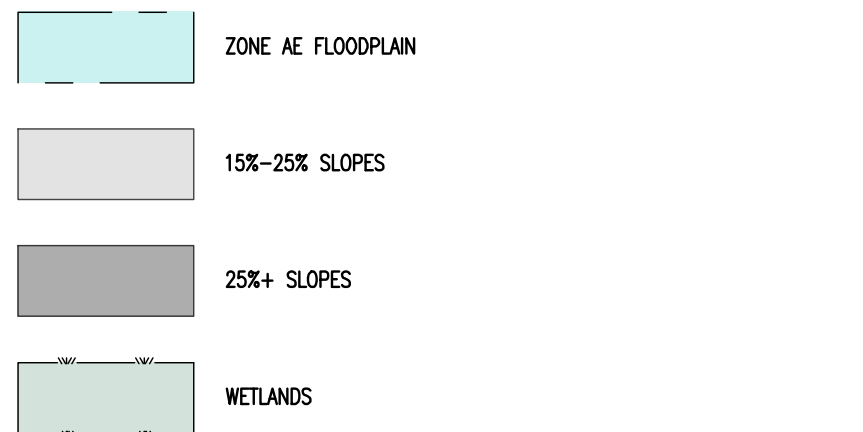
**TRACT AREA CALCULATION**

TRACT AREA (GROSS)	3,523,402 S.F. / 80,886 ACS(4)
EX. LEGAL R/W	4,663 SF
EX. UTILITY EASEMENTS	280,525 SF
AREA EQUAL TO 75% OF FLOODPLAIN	- 144,110 SF
PROMOTIVE SLOPES	- 70,841 SF
WETLANDS	- 81,077 SF
AREA EQUAL TO 25% OF SEASONALLY HIGH WATER TABLE SOILS	- 132,496 SF
TRACT AREA	2,848,590 S.F.
TRACT AREA	(85,418 AC.)
BASE DENSITY (1.1 MULTIPLIER)	71 LOTS

**OPEN SPACE**  
 MINIMUM OPEN SPACE = 40% GROSS TRACT AREA  
 REQUIRED  
 GROSS TRACT = 80,886 ACRES  
 80,886 ACRES X 40% = 32,354 ACRES  
 PROPOSED  
 GROSS OPEN SPACE = 44.57 ACRES (55.10% GROSS TRACT AREA)  
 QUALIFYING MIN. REQUIRED OPEN SPACE = 33.81 ACRES (41.80% GROSS TRACT AREA)  
 QUALIFYING INCREMENTAL BONUS O.S. = 4.27 ACRES (5.28% GROSS TRACT AREA)

**DENSITY CALCULATION**  
 BASE DENSITY: 1.1 D.U. / TRACT AREA  
 BONUS DENSITY: +0.075 D.U. / 5% OF ADDITIONAL OPEN SPACE = (5.28% EXTRA) = 0.025 \* 3 = 0.075 BONUS  
 MAXIMUM DENSITY = 1.1 + 0.075 = 1.175 D.U. \* 85,418 ACS. = 76 LOTS ACHIEVABLE  
 SPECIAL BONUS DENSITY:  
 §170-904(2)(c)(1)  
 PLUS 1 (ONE) ADDITIONAL UNIT / 2 ACRE LOT CONTAINING HISTORIC BUILDING = +1 LOT  
 §170-904(2)(c)(2)  
 PLUS 1 (ONE) ADDITIONAL UNIT / 2,000 SF G.F.A. HISTORIC RESTORATION/REHABILITATION = +1 LOT  
 MAXIMUM DENSITY WITH SPECIAL BONUS DENSITY = 76 + 2 = 78 LOTS ACHIEVABLE

**PRECAUTIONARY STEEP SLOPES (15%-25%)**  
 GROSS TRACT AREA = 80,886 ACS (3,523,402 SF)  
 25% OF THE GROSS TRACT AREA = 20,221 SF  
 AREA OF PRECAUTIONARY STEEP SLOPES = 547,921 SF < 25% OF THE TRACT AREA THEREFORE SECTION 170-402.2(3) DOES NOT APPLY

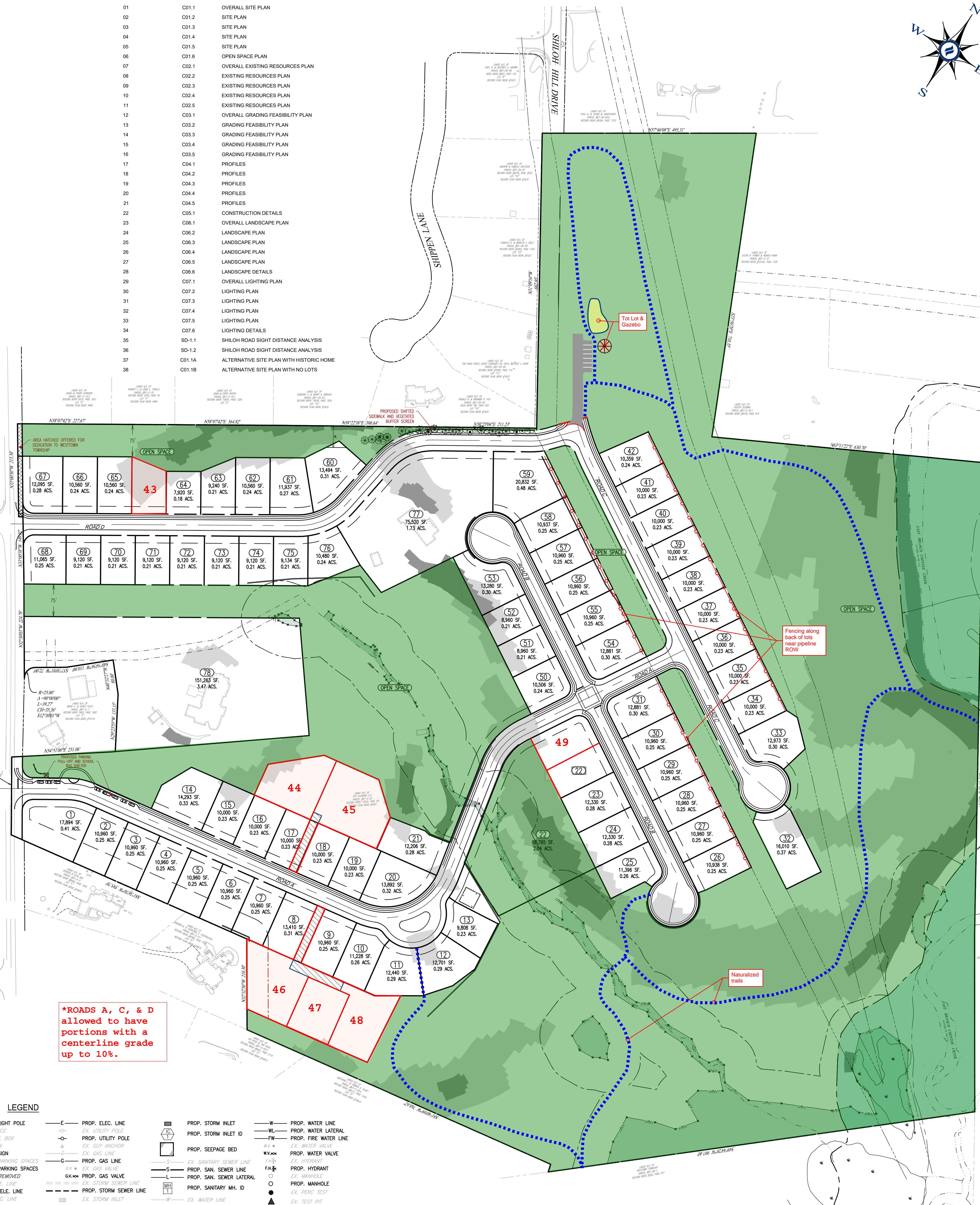


**LEGEND**

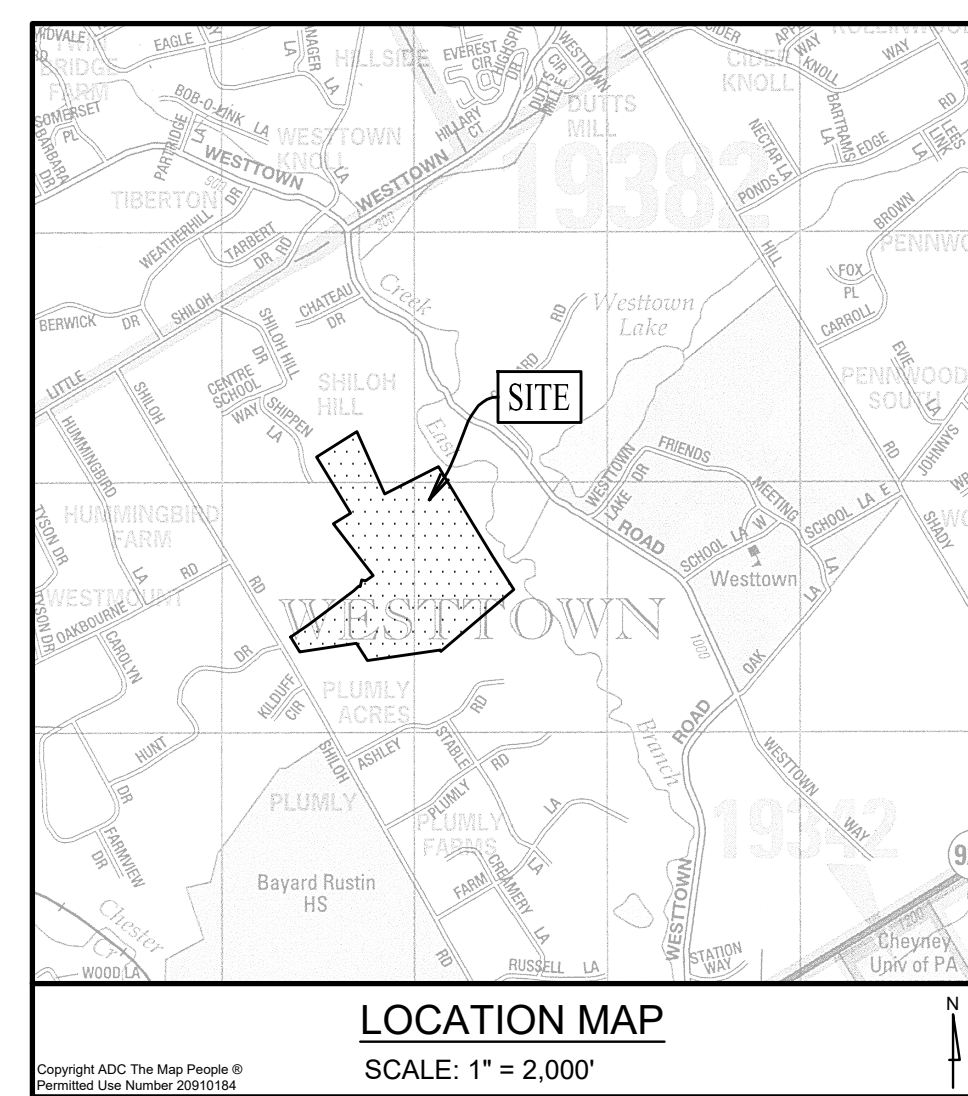
EX. PROPERTY LINE	EXISTING CONTOUR	EX. FENCE	EX. MAIL BOX	EX. SIGN	PROP. SIGN	PROP. PARKING SPACES TO BE REMOVED	PROP. CONC. CURB	PROP. TELE. LINE	PROP. EDGE OF PAVING	EX. WETLANDS	EX. ELEC. LINE	EX. STORM INLET	EX. WATER LINE	EX. UTILITY POLE	EX. GUY ANCHOR	EX. GAS VALVE	EX. GAS VALVE	EX. SANITARY SEWER LINE	EX. SAN. SEWER LATERAL	EX. WATER LINE	PROP. LIGHT POLE	PROP. ELEC. LINE	PROP. STORM INLET	PROP. STORM INLET ID	PROP. SEEPAGE BED	PROP. SAN. SEWER LINE	PROP. SAN. SEWER LATERAL	PROP. STORM SEWER LINE	PROP. STORM SEWER LINE	PROP. WATER LINE	PROP. WATER LATERAL	PROP. FIRE WATER LINE	EX. WATER VALVE	EX. WATER VALVE	EX. MANHOLE	EX. PERC. TEST	EX. TEST PIT
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**DRAWING INDEX**

SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
01	C01.1	OVERALL SITE PLAN
02	C01.2	SITE PLAN
03	C01.3	SITE PLAN
04	C01.4	SITE PLAN
05	C01.5	SITE PLAN
06	C01.6	OPEN SPACE PLAN
07	C02.1	OVERALL EXISTING RESOURCES PLAN
08	C02.2	EXISTING RESOURCES PLAN
09	C02.3	EXISTING RESOURCES PLAN
10	C02.4	EXISTING RESOURCES PLAN
11	C02.5	EXISTING RESOURCES PLAN
12	C03.1	OVERALL GRADING FEASIBILITY PLAN
13	C03.2	GRADING FEASIBILITY PLAN
14	C03.3	GRADING FEASIBILITY PLAN
15	C03.4	GRADING FEASIBILITY PLAN
16	C03.5	GRADING FEASIBILITY PLAN
17	C04.1	PROFILES
18	C04.2	PROFILES
19	C04.3	PROFILES
20	C04.4	PROFILES
21	C04.5	PROFILES
22	C05.1	CONSTRUCTION DETAILS
23	C06.1	OVERALL LANDSCAPE PLAN
24	C06.2	LANDSCAPE PLAN
25	C06.3	LANDSCAPE PLAN
26	C06.4	LANDSCAPE PLAN
27	C06.5	LANDSCAPE PLAN
28	C06.6	LANDSCAPE PLAN
29	C07.1	OVERALL LIGHTING PLAN
30	C07.2	LIGHTING PLAN
31	C07.3	LIGHTING PLAN
32	C07.4	LIGHTING PLAN
33	C07.5	LIGHTING PLAN
34	C07.6	LIGHTING DETAILS
35	SD-1.1	SHILOH ROAD SIGHT DISTANCE ANALYSIS
36	SD-1.2	SHILOH ROAD SIGHT DISTANCE ANALYSIS
37	C01.1A	ALTERNATIVE SITE PLAN WITH HISTORIC HOME
38	C01.1B	ALTERNATIVE SITE PLAN WITH NO LOTS



\*ROADS A, C, & D allowed to have portions with a centerline grade up to 10%.

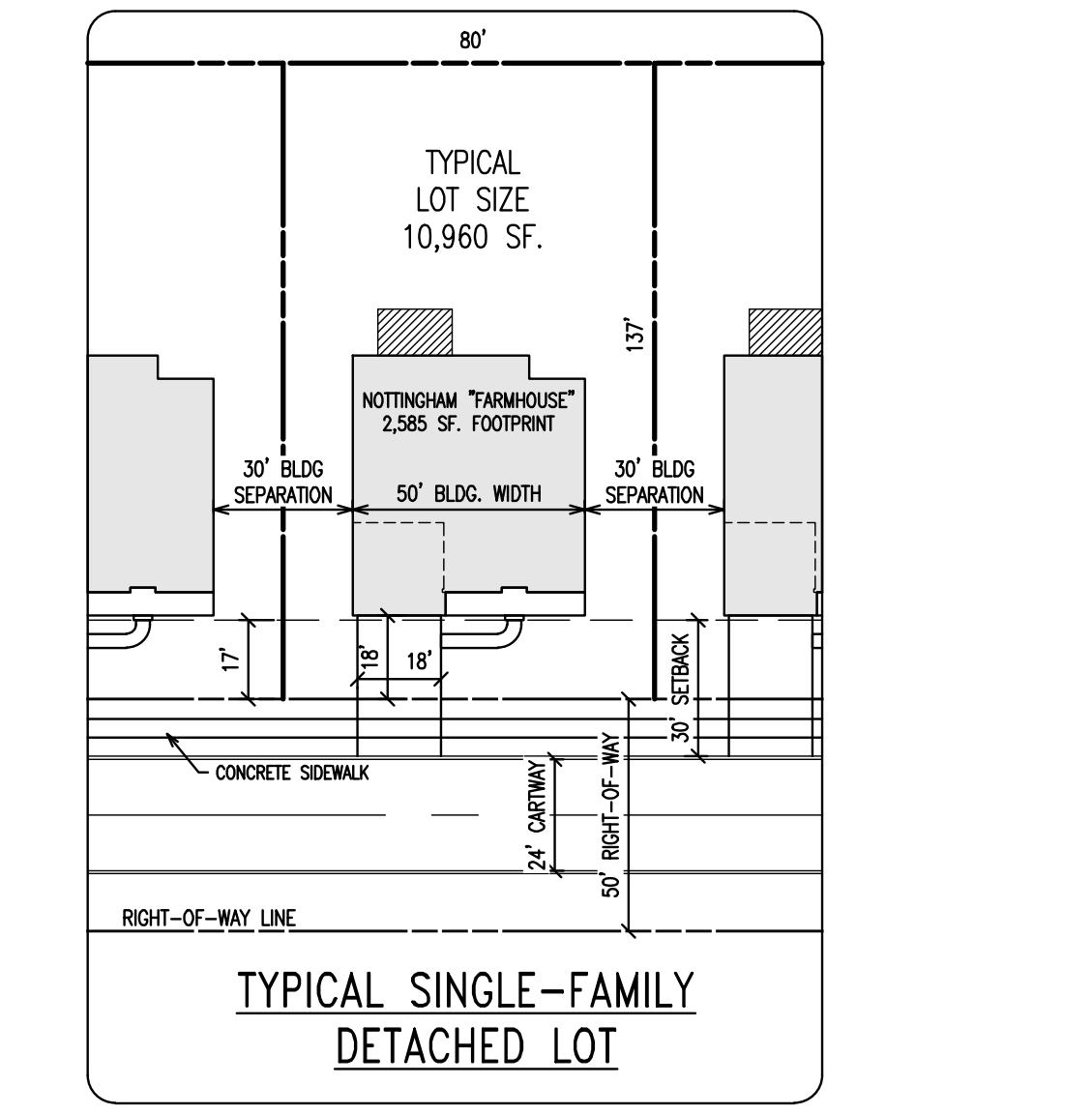


**GENERAL NOTES**

- RECORD OWNER/MAILING ADDRESS: FOX CLEARING, LLC, 227 GRANITE RUN DRIVE, SUITE 100, LANCASTER, PA 17601
- SITE ADDRESS: 1013 SHILOH ROAD, WEST CHESTER, PA 19382
- TAX PARCEL #: 67-2-23
- SOURCE OF TITLE: RECORD BOOK 10533 PAGE 48
- LOT AREA: 64,596 ACRES (GROSS) 6,133 ACRES 1,133 ACRES
- BOUNDARY, TOPOGRAPHIC AND PHYSICAL IMPROVEMENTS SHOWN ARE FROM FIELD SURVEY BY HOWELL KLINE SURVEYING, LLC. PERFORMED DURING OCTOBER, NOVEMBER, DECEMBER 2020 AND JANUARY 2021.
- CONTOURS & TOPOGRAPHIC INFORMATION PLOTTED FROM AERIAL SURVEY BY NORDAST MAPPING, INC. AERIAL MAPPING WAS PRODUCED TO NATIONAL MAP ACCURACY STANDARDS. GROUND CONTROL AND SUPPLEMENTAL DATA BY HOWELL KLINE SURVEYING, LLC. DATUM: NAVD 83 (COMPILED USING GEOID12A) & NAD 83 (2011) (IPROD2010000) [AS DETERMINED BY GPS OBSERVATION]. SITE BENCH = RM OF SANITARY MANHOLE LOCATED AT THE INTERSECTION OF HUNT DRIVE AND SHILOH ROAD. ELEVATION: 405.91'. CONTOUR INTERVAL: 2 FEET
- UNDERGROUND UTILITIES SHOWN WERE PLOTTED FROM OBSERVABLE EVIDENCE AT THE TIME OF SURVEY AND INFORMATION FROM PLANS SUPPLIED BY UTILITY COMPANIES. NO GUARANTEE IS MADE FOR COMPLETENESS OR ACCURACY OF UTILITIES AS INDICATED OR COMPLETELY SHOWN HEREON.
- A PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD HAZARD ZONE AE. A SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR CHESTER COUNTY, PA. MAP NO. 42022-02156, PANEL 215 OF 380, DATED SEPTEMBER 29, 2017. FLOOD PLAIN BOUNDARIES SHOWN HEREON WERE SCALED FROM THE ABOVE MENTIONED MAP.
- WETLANDS BOUNDARY LINES WERE DELINEATED BY BROCKHOUSE ENVIRONMENTAL, CONSULTANTS AND ENGINEERS AND VORTER ENVIRONMENTAL AND FLAGS LOCATED BY HOWELL KLINE SURVEYING, LLC. PERFORMED ON OCTOBER 30, 2020 AND JANUARY 2021 RESPECTIVELY.
- THIS SITE IS CLASSIFIED AS "2-OF LOCAL HISTORIC VALUE" ON THE TOWNSHIP HISTORIC RESOURCES MAP.
- THE PURPOSE OF THIS PLAN IS TO DETAIL THE PROPOSED SITE LAYOUT AS PART OF A SETTLEMENT AGREEMENT OF AN 78 LOT RESIDENTIAL SUBDIVISION INCLUDING, BUT NOT LIMITED TO, CONCEPTUAL STORMWATER MANAGEMENT, GRADING, AND LANDSCAPING.
- SOILS INFORMATION PROVIDED WITH SUPPORT FROM THE NATURAL RESOURCES CONSERVATION SERVICE. SOILS ATTRIBUTE DATA IS SERVED FROM THE NRCS SCS DATA MAP.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.
- AN INDEED FROM IS REQUIRED TO BE OBTAINED PRIOR TO ANY CONSTRUCTION ACTIVITIES ON THIS SITE.
- ALL DIMENSIONS ARE TO EDGE OF FINISH OR FACE OF BUILDING UNLESS NOTED OTHERWISE. SEALED DIMENSIONS SHALL NOT BE USED WITHOUT FIRST CONTACTING D.L. HOWELL & ASSOCIATES.
- THIS PLAN PROPOSES PUBLIC WATER SUPPLY AND PUBLIC SEWER. PUBLIC WATER WILL BE PROVIDED BY AQUA PENNSYLVANIA. ALL WORK SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND SPECIFICATIONS.
- AN INDIVIDUAL GRADING AND EROSION AND SEDIMENT CONTROL PLAN FOR EACH BUILDING GROUP SHALL BE SUBMITTED WITH THE BUILDING PERMIT FOR THE TOWNSHIP'S REVIEW AND APPROVAL.
- ALL MONUMENTS TO BE SET IN ACCORDANCE WITH WESTTOWN TOWNSHIP SUBDIVISION & LAND DEVELOPMENT ORDINANCE.
- ALL PROPOSED UTILITIES MUST BE PLACED UNDERGROUND.
- D.L. HOWELL & ASSOCIATES, INC. DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS OF THE EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN ON THE PLANS. NOR DOES D.L. HOWELL & ASSOCIATES, INC. GUARANTEE THAT ALL SUBSURFACE STRUCTURES ARE SHOWN. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF THE WORK.
- THE FINAL ARCHITECTURE AND LOT PLACEMENT FOR EACH HOME IS YET TO BE DETERMINED. FOOTPRINTS ARE FOR CONCEPTUAL PURPOSES ONLY.
- REPRESENTATIVES OF WESTTOWN TOWNSHIP AND/OR OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE PERMISSION TO GAIN ACCESS TO THE STORMWATER FACILITIES THROUGH A BLANKET EASEMENT OVER THE PROPERTY TO PERFORM INSPECTIONS, MAINTENANCE AND REPAIRS OF THE BASIN, AS NECESSARY.
- STORMWATER SERVICES SHALL NOT BE REMOVED, ALTERED OR RELINQUISHED BY THE LANDOWNER. IN THE EVENT OF THE FAILURE OF THE LANDOWNER TO COMPLY WITH THESE CONDITIONS AND RESTRICTIONS, THE TOWNSHIP SHALL HAVE THE AUTHORITY TO RESTORE SAID STORMWATER MANAGEMENT FACILITIES TO THEIR ORIGINAL STATE AND THE COSTS THEREOF SHALL BE ASSESSED TO THE LANDOWNER. THE TOWNSHIP, BEFORE IT MAY EXERCISE THIS RIGHT, SHALL NOTIFY THE LANDOWNER BY CERTIFIED MAIL OF ITS INTENTION TO DO SO. THE NOTICE SHALL SET FORTH IN WHAT MANNER THE OWNER HAS ALTERED THE STORMWATER MANAGEMENT FACILITIES, AND IF THE OWNER FAILS TO CORRECT THE ALTERATION LISTED IN THE NOTICE FROM THE TOWNSHIP, THEN AND ONLY THEN THE TOWNSHIP MAY EXERCISE THIS RIGHT.
- A SEWAGE FACILITIES PLANNING MODULE IS REQUIRED IN ACCORDANCE WITH THE SEWAGE FACILITIES PLANNING ACT (ACT 537). APPROVAL OF THIS PLAN IN NO WAY IMPLIES OR GUARANTEES THAT SUCH APPROVAL CAN BE OBTAINED.
- ALL NEW SANITARY WORK, INCLUDING BUT NOT LIMITED TO, SANITARY SEWER MAINS AND APPURTENANCES, MANHOLES, ETC., SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF WESTTOWN TOWNSHIP.
- ALL STORM SEWERS AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH REQUIREMENTS OF WESTTOWN TOWNSHIP AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, AS APPLICABLE. WESTTOWN TOWNSHIP IS NOT RESPONSIBLE FOR INSTALLATION OR MAINTENANCE OF ANY STORMWATER FACILITIES NOT DEDICATED FOR PUBLIC USE.
- NOTHING SHALL BE PLACED, PLANTED, SET OR PUT WITHIN THE AREA OF AN EASEMENT OF STORM DRAINAGE FACILITY THAT COULD ADVERSELY AFFECT THE FUNCTION OF THE EASEMENT, ANY EASEMENT AGREEMENT, OR THE STORM DRAINAGE FACILITY.
- THE LIMITS OF DISTURBANCE SHALL BE STAKED IN THE FIELD PRIOR TO CLEARING OF ANY EXISTING DISTURBANCE. ANY CHANGE OR ENCROACHMENT ONTO THESE AREAS WITHOUT CONSERVATION DISTRICT REVIEW AND APPROVAL MAY REQUIRE THE CONTRACTOR TO CEASE DISTURBANCE AND OBTAIN AN EARTH DISTURBANCE PERMIT. INSTALL TREE PROTECTION FENCING AROUND PERIMETER OF TREES WHERE LIMIT OF DISTURBANCE ABUTS WOODLANDS.

**REFERENCE PLAN(S)**

- PLAN ENTITLED "PLAN OF SUBDIVISION FOR WILTON R. STOKES", PREPARED BY HENRY S. CONROY INC., DATED 10/29/1982, LAST REVISED 1/20/1983, RECORD PLAN BOOK #4267.
- PLAN ENTITLED "PLAN OF PROPERTY FOR HAWTHORNE", PREPARED BY INGRAM ENGINEERING SERVICES, INC., PLOTTED ON 6/29/2016, LAST REVISED 5/3/2016, RECORD PLAN BOOK #1803.
- PLAN ENTITLED "FINAL PLAN OF LOTS JOHN & CHRISTINE O'BRIEN", PREPARED BY ROBERT W. WATSON, PLS INC., DATED 10/5/1998, LAST REVISED 11/5/1998, RECORD PLAN BOOK #14715.
- PLAN ENTITLED "TWIN GALEX", PREPARED BY MESKO ENGINEERING ASSOCIATES, INC., DATED 12/27/2005, LAST REVISED 2/8/2006, RECORD PLAN BOOK #17755.
- PLAN ENTITLED "PRELIMINARY/FINAL PLAN OF SUBDIVISION FOR 1015 SHILOH ROAD", PREPARED BY EDWARD B. WALSH & ASSOCIATES, INC., DATED 11/11/2006, LAST REVISED 6/2/2009, RECORD PLAN BOOK #18673.
- PLAN ENTITLED "FINAL SUBDIVISION PLAN - PROPERTY OF JAMES S. LEES JR., PREPARED BY G.D. HOUTMAN & SON, DATED 4/3/1978, LAST REVISED 4/13/1978, RECORD PLAN BOOK #1633.



**RECORD OWNER/APPLICANT:**  
 FOX CLEARING, LLC  
 227 GRANITE RUN DRIVE, SUITE 100  
 LANCASTER, PA 17601

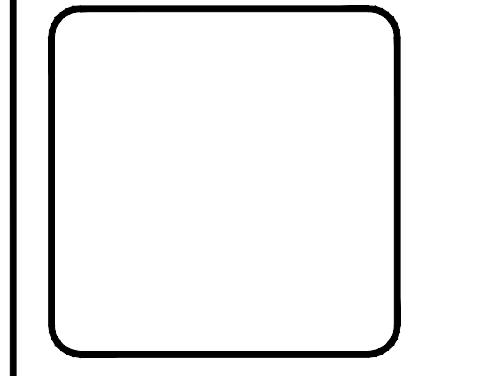
**OVERALL SITE PLAN**  
 SCALE: 1"=100'

**GRAPHIC SCALE**  
 1 inch = 100 feet

**RED-LINE MARKUP**  
 REVISED 10/25/24



1250 Wrights Lane  
 West Chester, PA 19380  
 Phone: (610) 918-9002  
 Fax: (610) 918-9003



**LOCATION MAP**  
 SCALE: 1"=2,000'

NO.	DATE	DESCRIPTION
1	07/11/24	UPDATED SUBDIVISION, PARCEL LINES, & UTILITY ROW
2	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT
3	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT
4	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT
5	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT
6	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT
7	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT
8	07/12/24	REVISED LOT 22 TO PROMOTE 2 ACRES PRIVATE LOT

**REVISION SET**

**OVERALL SITE PLAN**

CLIENT: FOX CLEARING, LLC  
 PROJECT: STOKES ESTATE  
 LOCATION: 1013 SHILOH ROAD  
 WESTTOWN TOWNSHIP, CHESTER COUNTY, PA

DATE: 02/28/24  
 SCALE: 1"=100'  
 DRAWN BY: ADM  
 CHECKED BY: DWG  
 PROJECT NO.: 3868  
 CAD FILE: PLAN - SETTLEMENT.dwg  
 PLOTTED: 07/11/24  
 DRAWING NO.: C01.1  
 SHEET 01 of 01

**EXHIBIT "B"**

**LIST OF ZONING DEVIATIONS/ SALDO AND SWMO WAIVERS**

## **EXHIBIT “B” - ZONING DEVIATIONS AND SALDO/SWMO MODIFICATIONS**

### **Subdivision and Land Development Ordinance §149-904.A**

This section of the ordinance states that, *“On all streets there shall be minimum center-line grade of 1% and a maximum of 7%.”*

#### ***Modification:***

To allow a few sections of Roads A, C and D to exceed 7% but be no more than 10%.

Please note that the subsequent section, §149-904.B states *“The center-line grade may be increased up to 10% upon the recommendation of the Township Engineer and the approval of the Board of Supervisors.”*

### **Subdivision and Land Development Ordinance §149-904.C**

This section of the ordinance states that, *“The center-line grade on a cul-de-sac public street shall not exceed 7%, and the grade of the diameter of the turnaround shall not exceed 4%.”*

#### ***Modification:***

To allow a stretch of Road C (a cul-de-sac street) to exceed 7% but be no more than 10%

### **Subdivision and Land Development Ordinance §149-907.E**

This section of the ordinance states that, *“Where the grade of any street at the approach of an intersection exceeds 4%, a leveling area of at least 75 feet measured from the curblineline of the street being intersected shall be provided. The grade of this area shall not exceed 2%.”*

#### ***Modification:***

To allow leveling areas to be 4%, which exceeds the required 2%.

### **Subdivision and Land Development Ordinance §149-913.B**

This section of the ordinance states that, *“Blocks shall have a minimum length of 500 feet.”*

#### ***Modification:***

To allow blocks to be smaller than 500 feet.

### **Stormwater Management Ordinance § 144-311.B(2)**

This section of the ordinance states that, *“Storm sewers shall be reinforced concrete when constructed within rights-of-way of streets.”*

#### ***Modification:***

To allow the use of High Density Polyethylene Pipe (HDPE) subject to Township inspection and approval of installation.

### **Stormwater Management Ordinance § 144-311.C(3)**

This section of the ordinance states that, *“The bottom of the basin shall have a minimum slope of 2% and any channel shall have a minimum slope of 0.5%.”*

#### ***Modification:***

To allow infiltration basins to have a flat bottom with 0% slope as required by the PA BMP Manual for infiltration BMPs.

**Zoning Ordinance §170-1514 – Outdoor Lighting**

To reduce the required amount of lighting in consultation and agreement with Township consultants, Planning Commission and Supervisors to maintain more rural lighting levels.

**Zoning Ordinance §170-402.D.(3)(f)**

This section of the ordinance states that, *“If the total of all area(s) of precautionary slopes on a lot exceed 25% of the total area of a lot, then no more than 50% of the precautionary slopes on that lot shall be disturbed, graded, or modified.*

**Modification:**

To allow Lot 43 on the settlement plan to disturb more than 50% of the precautionary steep slope on said lot.