**WEST VINCENT TOWNSHIP PLANNING COMMISSION**
**TOWNSHIP BUILDING**
**729 SAINT MATTHEWS ROAD, CHESTER SPRINGS, PA**
**THURSDAY, AUGUST 27, 2026, 7:00PM**

**CALL TO ORDER** at 7:02pm.

**ATTENDANCE**

| | |
|---|---|
| George Martin, Chair | [X] |
| Steve Bazil | [X] |
| Jeff Butler | [ ] |
| Frank Frederick | [X] |
| Jesse Miller | [ ] |
| Barb Mueller | [X] |
| Ted Otteni | [ ] |

**ACTION ITEMS**

meeting minutes – Chair Martin made a motion to approve the June 25, 2026 Meeting minutes, as presented. The motion was seconded by Mr. Frederick.

There was no public comment.

The motion was approved, 3-0, with Ms. Mueller abstaining.

Ordinance 229-2026 – Tommy Ryan, Township Manager, provided an overview of a proposed ordinance to revise street tree and other landscape material species.

Chair Martin made a motion to recommend the Board of Supervisors approve proposed Ordinance 229-2026, to revise street tree and other landscape material species. The motion was seconded by Mr. Bazil.

There was no public comment.

The motion was approved, 3-0, with Ms. Mueller abstaining.

Brophy (ZHB 2026-02) – John Brophy, Applicant, provided an overview of an application made to the Zoning Hearing Board that seeks relief related to a proposed accessory dwelling unit at 1644 Kimberton Road.

There was general discussion regarding the property, prior-assigned TDRs, a single-family dwelling proposed to be constructed, and the location of the proposed accessory dwelling unit.

Holly DeCovny, West Vincent Township, commented on the proposed improvements.

The Planning Commission took no official action on this application to the Zoning Hearing Board.

DRAFT

## PUBLIC COMMENT

- There was no additional public comment at this evening's meeting.

## NEXT MEETING

- The Planning Commission will next meet on Thursday, September 24, at 7pm, at the Township Building, if needed.

## ADJOURNMENT

There being no further business, the meeting was adjourned at 7:19pm.

Respectfully Submitted:

_____

Tommy Ryan
Township Manager

DRAFT

# CONDITIONAL USE APPLICATION NARRATIVE

**Plainbrooke Farms**
**11 & 32 Buttonwood Lane**
**West Vincent Township, Chester County**
**Pennsylvania**

## I. PROPERTY BACKGROUND

### A. Ownership of Property & Applicant

The property that is subject to this application is comprised of two (2), non-contiguous tax parcels—UPI No. 25-4-63 ("***Lot 16***") and UPI No. 25-4-63.15 ("***Lot 17***")—more commonly known as 32 Buttonwood Lane and 11 Buttonwood Lane, respectively (collectively, the "***Property***"). The Property is owned by The Whitney Living Trust, dated January 30, 1998, C. Garry Whitney, Trustee (the "***Owner***"), as evidenced by the Deed dated September 27, 2023, and recorded on October 26, 2023, at the Office of the Recorder of Deeds for Chester County at West Chester, Pennsylvania in Deed Book 11128 at Page 1672, and bearing Instrument No. 11998391 (the "***Deed***"). A true and correct copy of the Deed is attached hereto and incorporated herein as **Exhibit "A"**.

The applicant is Beth Kostans (the "***Applicant***"), the daughter of C. Garry Whitney. Ms. Kostans is also the operator of the commercial boarding stable located at the Property known as "Plainbrooke Farms" (the "***Stable***").

### B. Zoning Classification & Subdivision History

The Property is located within the RC Rural Conservation District as identified on the West Vincent Township (the "***Township***") Zoning Map. The lots comprising the Property were created by virtue of that certain Buttonwood Farm Subdivision Plan prepared by Yerkes Associates, Inc., bearing Plan No. 25-8, dated September 21, 1977, last revised March 16, 1978, and recorded on September 12, 1978, at the Office of the Recorder of Deeds for Chester County at West Chester, Pennsylvania in Plan Book B-1890 at Page 1, and bearing Document No. 7559608 (the "***Buttonwood Farm Subdivision***"). A true and correct copy of the Buttonwood Farm Subdivision is attached hereto and incorporated herein as **Exhibit "B"**.

The configuration of the Property was subsequently modified in 1992 when approximately 2.5± acres was conveyed from Lot 17 to the adjoining Lot 15 of the Buttonwood Farm Subdivision by virtue of that certain subdivision plan entitled "Plan Made for David Yohn" prepared by Yerkes Associates, Inc., dated August 1, 1991, bearing Plan No. 25-18, dated August 1, 1991, last revised October 15, 1991, and recorded on January 10, 1992, at the Office of the Recorder of Deeds for Chester County at West Chester, Pennsylvania as Plan No. 11496, and bearing Document No. 6224378 (the "***Yohn Subdivision Plan***"). A true and correct copy of the Yohn Subdivision Plan is attached hereto and incorporated herein as **Exhibit "C"**.

C. **Declarations & Restrictions**

When the Property was created by virtue of the Buttonwood Farm Subdivision, the developer, Buttonwood Associates, recorded a Declaration of Restrictions and Easements, dated November 2, 1977, and recorded at the Office of the Recorder of Deeds for Chester County at West Chester, Pennsylvania on November 18, 1977, in Miscellaneous Book 392 at Page 555, and bearing Document No. 550787 (the "***Declarations***"). A true and correct copy of the Declarations is attached hereto and incorporated herein as **Exhibit "D"**.

The Declarations established twenty-two (22) covenants and restrictions (a "***Restriction***" or, collectively, the "***Restrictions***") that applied to all of the lots created by virtue of the Buttonwood Farm Subdivision. All of the Restrictions expired on January 1, 2002, excepting Restrictions 6, 7, and 8—established to run with the land—and provided as follows:

> Restriction 6 – restricted future subdivision of any lot below 5-acres in area;
> Restriction 7 – provided for a common obligation by all lot owners, except for Lots 1, 2, 3, 4, and 17, to maintain the right-of-way including Buttonwood Lane and the bridge crossing Birch Run Creek; and
> Restriction 8 – restricting Lot 17 to open space/farmland use; however, a turnout shed for use by horses was permitted to be constructed.

The Declarations were amended by that certain Amendment to Declaration of Restrictions and Easements of Buttonwood Farm dated July 30, 1994, and recorded at the Office of the Recorder of Deeds for Chester County at West Chester, Pennsylvania on October 18, 1994, in Miscellaneous Book 3821 at Page 1455, and bearing Document No. 6502517 (the "***1994 Amendments***"). A true and correct copy of the 1994 Amendments is attached hereto and incorporated herein as **Exhibit "E"**.

The 1994 Amendments modified Restriction 7 to provide for its extinguishment in the event that Buttonwood Lane was accepted for dedication as a public road by the Township. On or after the recording of the 1994 Amendments, the Township accepted dedication of Buttonwood Lane, thereby rendering Restrict 7 moot.

D. **Prior Development Approvals**

The owners of the Property in 1994 applied to the Township's Board of Supervisors (the "***Board***") seeking Conditional Use Approval for the operation of a commercial stable on the Property pursuant to Section 390-163 of the Township's Zoning Ordinance (the "***Ordinance***"). A commercial stable is a use permitted by-right within the RC District subject to Conditional Use Approval. The 1994 Conditional Use Approval application was opposed by several nearby property owners within the Buttonwood Farm Subdivision; however, the Board granted Conditional Use Approval subject to twelve (12) conditions as set forth in a "Memorandum re: Buttonwood Farm" dated June 27, 2024, that was attached to the June 27, 2024, Conditional Use Approval Motion-Decision (the "***1994 Conditional Use Approval***"). A true and correct copy of the 1994 Conditional Use Approval is attached hereto and incorporated herein as **Exhibit "F"**.

In 2002, the owners of the Property sought to amend the 1994 Conditional Use Approval and filed a new Conditional Use Approval application with the Township Board (the "***2002 Conditional Use Application***"); however, the given the hearings on the 2002 Conditional Use Application were not commenced within the time period provided by the Pennsylvania Municipalities Planning Code (the "***MPC***"), the 2002 Conditional Use Application was deemed approved (the "***2002 Deemed Approval***"). Several nearby property owners appealed the 2002 Deemed Approval to the Chester County Court of Common Pleas (the "***2002 Appeal***"). On February 4, 2005, the Honorable Judge William P. Mahon entered an Opinion affirming the 2002 Deemed Approval (the "***2005 Opinion***"), thereby upholding the following modifications to the conditions of the 1994 Conditional Use Approval:

(1) Horses could be leased on a monthly basis instead of annually;
(2) The maximum number of horses permitted on the Property was governed by applicable regulations of the Ordinance rather than the 1994 Conditional Use Approval limits;
(3) The operating hours for the Stable were extended;
(4) Group lessons were authorized, provided the weekly cap on lessons remained unchanged from the 1994 Conditional Use Approval limits;
(5) The condition referring to the indoor ring from the 1994 Conditional Use Approval was removed because the building in question was no longer present at the Property;
(6) The use of the tennis courts at the Property by clients of the Stable was permitted; and
(7) The restrictions regarding apartments in an "H-shaped" barn was removed because the barn had been demolished.

A true and correct copy of the 2005 Opinion is attached hereto and incorporated herein as **Exhibit "G"**.

Hereinafter, the 1994 Conditional Use Approval as amended by the 2005 Opinion shall be referred to as the "***Amended Conditional Use***".

## II. CURRENT CONDITIONAL USE APPLICATION

### A. Current Stable Operations

The Applicant operates the Stable, which meets the definition of a Commercial Boarding Stable pursuant to Section 390-8 of the Ordinance, at the Property consistent with the Amended Conditional Use.

For several years, Applicant has also hosted equine-related youth "schooling shows", youth day camps, and similar events for a maximum of one hundred (100) participants, primarily to support the Interscholastic Equestrian Association ("***IEA***"), a youth sports nonprofit organization. The IEA utilizes a specialized "draw-based" team competition format, which allows horse riders to participate in horse events without the expense of owning horses or riding equipment. This format enhances the accessibility and affordability of equestrian events to a much broader

population. For many youth, the IEA is the only means for them to enjoy equestrian sports. The program requires riders to participate in a minimum number of competitions per season and obligates affiliated equestrian facilities to host a specified number of competitions annually to maintain compliance with the IEA's standards and requirements.

As previously discussed, the Property is distinguished by its unique physical characteristics and a complex and layered history of restrictions from both the Declarations and the various land development approvals culminating in the Amended Conditional Use. As a result, the Applicant was not aware that hosting these IEA events may conflict with the terms of the Amended Conditional Use.

B. **Proposed Conditional Use Amendments**

The Applicant seeks to further amend the Amended Conditional Use by removing conditions 1, 2, 3, 5, 8, and 9, in their entirety, to permit the Applicant to use the Property in a manner compliant with existing Ordinance (the "***Proposed Amendments***"). The Applicant seeks these Proposed Amendments to permit the following as part of the operation of the Stable at the Property:

(1) the construction of four (4) additional turn-out sheds in the pastures located on Lot 17—bringing the total to 5 sheds, one for each fenced enclosure—which is consistent with the current standard for the number shelters for horses in pastures not connected to a barn or stable;
(2) the construction of a small shed to enclose the well pump and electrical system providing fresh water to the horses in the pastures;
(3) reducing the fence setback from Lot 5 to five (5) feet from the property line separating Lot 17 from Lot 5;
(4) permitting the installation of a directional sign at the intersection of Buttonwood Lane and Hollow Road;
(5) permitting dogs to be untethered in the indoor horse ring during exercise of horses;
(6) permitting the IEA-related horse shows, clinics, camps, and pony-parties collectively "***Events***") for a maximum of 100 participants for shows and clinics and ten participants for camps and parties; where said Events are limited to weekends;
(7) permitting parking for employees and related professionals (i.e., veterinarians, etc.) along the grass shoulders of Buttonwood Lane adjacent to the pastures on Lot 17;
(8) permitting safety and security lighting for Events that may be held during early-evening hours to ensure the safe ingress/egress of participants from Events; and
(9) permitting the use of portable, wireless audio to be used for music as part of Events and communication from the organizers to the participants (no installation of a permanent public address system would be permitted).

C. **Conditional Use Approval Standards**

Section 390-219.A(2) of the Ordinance states that an existing conditional use may be enlarged or changed upon an application to the Board. Such application must demonstrate the

application's compliance with the standards of review stated in Section 390-219.C of the Ordinance.

(1) Section 390-219.C(J)(a) – Consistency with Zoning District Purposes

One of the purposes of the RC District is "[t]o provide standards reflecting the varying circumstances and interests of individual landowners and the individual characteristics of their properties." The Proposed Amendments create a more reasonable standard that reflects the character of the Property and the Stable. The Buttonwood Farm Subdivision Plan is characterized by the existing, operational horse farm and the Stable and the development objectives centered around the opportunities for property owners to have access to and participate in equestrian related activities. Accordingly, the Proposed Amendments are consistent with the purpose of the RC District and the intent of the development.

(2) Section 390-219.C(l)(b) – Eligibility for Conditional Use

The Proposed Amendments meet the standards and regulations for eligibility for Conditional Use within the RC District. Lot 16 has lot area of greater than 10-acres and the stables are an accessory use to the principal dwelling located on Lot 16. Additionally, the number of horses and stall dimensions meet the requirements of Section 390-163.A.

(3) Section 390-219.C(l)(c) – Consistency with Township Plans & Services

The Proposed Amendments are consistent with the stated principles of the Phoenixville Regional Comprehensive Plan, dated August 18, 2021 (the "Comprehensive Plan"). Specifically, the Proposed Amendments improve recreation options available to Township residents, promote and support the viability of activities that benefit the social, cultural, and economic fabric of the community while preserving the scenic beauty of rural land from further development. Further, by hosting the IEA-related events, Township residents have greater opportunity for participating in the equestrian activities, thereby fostering community engagement through activities consistent with the Township's rural character and history. These events contribute to local social cohesion which aligns with the Comprehensive Plan's community development goals. Equestrian events are inherently consistent with the rural character of the Township by celebrating the agricultural and rural heritage of the Township. Finally, by offering the IEA event the Proposed Amendments offer a chance for youth with fewer economic resources to experience these traditions.

(4) Section 390-219.C(l)(d) – No Adverse Effect on Neighborhood or Township

The Proposed Amendments will not result in adverse impacts on the health, safety, or general welfare of the Township. They are consistent with the established and permitted use of the Property as a Stable within the RC District. The Applicant is seeking to continue operations of the Stable without the prior restrictions, which are no longer necessary or relevant for the continued use of the Property in its current capacity. The Proposed Amendments align with permissible use under the Ordinance and are intended to promote the efficient, reasonable, and beneficial use of the Property. The Proposed Amendments will not adversely impact traffic or increase the intensity

of use. Specifically, the Applicant intends to limit the number of Events and is willing to agree to reasonable additional conditions, as may be deemed necessary by the Board.

(4) Section 390-219.C(l)(e) – Consistency with Character of Neighborhood

The Property has historically been operated as a Commercial Boarding Stable for more than thirty years and the Applicant has been hosting equestrian events for twenty years without objections from surrounding neighbors, many of whom actively participate in those events. The Proposed Amendments complement the general nature and character of the existing neighborhood and does not conflict with any existing uses. To minimize the potential of impacts to the community, the Applicant will ensure the efficient management of client vehicle parking on Lot 17, organizing it in a manner that will not interfere with normal traffic flows. Additionally, the Applicant shall strictly observe the designated hours of operation for the Stable. Recognizing the Stable's quasi-commercial nature within a residential area, the Applicant will agree to reasonable additional conditions, as may be deemed necessary by the Board.

(5) Section 390-219.C(1)(f) – Access to and impact on Roads/Services

The Proposed Amendments are not projected to cause any notable increase in traffic intensity, demand for services, or utilities as the total number of participants and the duration of Events are modest. The Applicant will use all available means necessary to ensure normal traffic flows are not unreasonably disrupted during Events.

(6) Section 390-219.C(1)(g) – Sound principles of design & construction

The Proposed Amendments do not contemplate new construction, in that the proposed turnout sheds and the well pump shelter are pre-fabricated and require no new construction; therefore, the Applicant complies with the requirements of this section of the Ordinance.

(7) Section 390-219.C(1)(h) – Landscaping/screening/parking/signage/buffers

The Applicant anticipates that no more than one hundred (100) youth participants will attend any Event held on the Property and clinics and other events will generally have less than fifty (50) participants. Lot 16 has sufficient parking areas to meet the Event parking needs. The request to permit parking long the grass shoulder adjacent to the pastures of Lot 17 would be temporary in nature for permitted Events only.

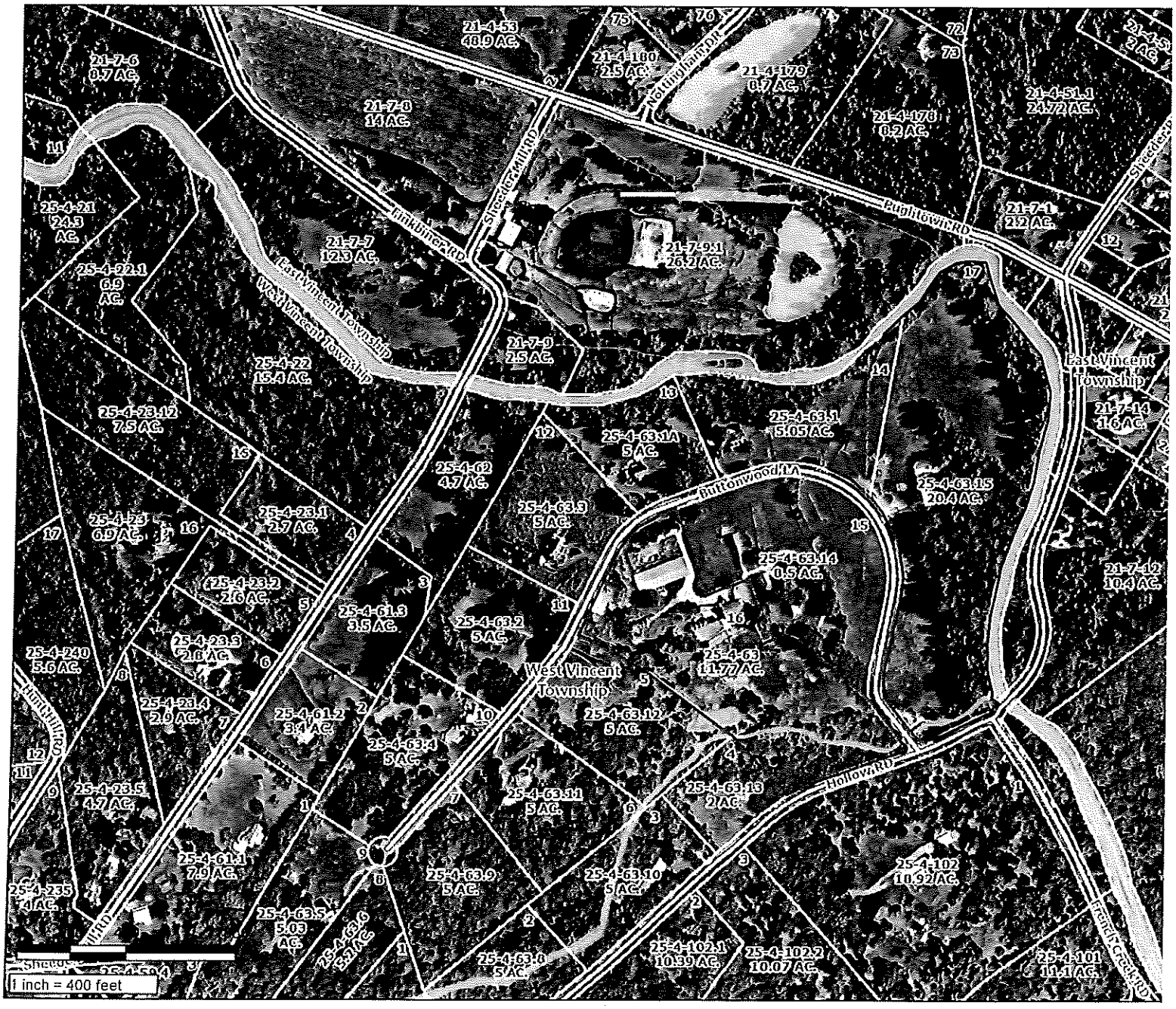
(8) Section 390-219.C(1)(h)(i) Special Exception Standards of Section 390-228

The Proposed Amendments comply with the Ordinance's standards for the review of special exception applications given their alignment with the Comprehensive Plan's goals of preserving community character and aligning with rural conservation goals. The Proposed Amendments will promote harmonious growth consistent with Township's zoning objectives, thereby ensuring that public health, safety, and welfare remain uncompromised. The Property is suitable for the Proposed Amendments having sufficient environmental conditions, access to roads, and utility services. The Proposed Amendments complement the Township's overall

aesthetic and historic character while still maintaining harmony with surrounding development and zoning classifications and the character of the existing neighborhood. The Proposed Amendments do not involve any significant changes in traffic, thereby ensuring road safety and preventing congestion. The Proposed Amendments will effectively integrate with existing public services, including water, sewer, police, and fire protection, given adequate on-site utilities already exist to serve the Proposed Amendments. The Proposed Amendments support local activity and enhance the Township economically promoting the Township's rural character. By preserving the rural character of the existing neighborhood, the Proposed Amendments serve to enhance the value of the surrounding properties.

## III. CONCLUSION

For the foregoing reasons, as supplemented and supported by the evidence and testimony to be presented at the hearing on this Application, the Applicant respectfully requests that the Board grant Conditional Use Approval of the Proposed Amendments.


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48.9 AC.
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2.5 AC.
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8.7 AC.
21-4-178
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21-4-51.1
24.72 AC.
21-7-6
8.7 AC.
21-7-8
14 AC.
21-7-7
12.3 AC.
21-7-9.1
26.7 AC.
21-7-9
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21-7-1
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21-7-14
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21-7-12
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25-4-63.15
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25-4-102
10.92 AC.
25-4-102.1
10.39 AC.
25-4-102.2
10.07 AC.
25-4-101
11.1 AC.
Buttonwood Rd
Hollow Rd
Sheeder Grist Rd
Pughtown Rd
Link Bittner Rd
East Vincent Township
West Vincent Township
1 inch = 400 feet

# EXHIBIT "A"

Diane O'Dwyer
ACTING RECORDER OF DEEDS

# Quitclaim Deed

After recording, mail to C. Garry Whitney, 7467 Mission Gorge Rd, Santee, CA 92071, USA
Instrument prepared by C. Garry Whitney, 7467 Mission Gorge Rd, Santee, CA 92071, USA

THIS DEED, made the 27th day of September, 2023, between C. Garry Whitney, not married, of 7467 Mission Gorge Rd, Santee, CA 92071, USA, (the "Grantor") and C. Garry Whitney as trustee of The Whitney Living Trust, dated January 30, 1998, (the "Grantee");

Witnesseth, that in consideration of 1.00 dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby remise, as well as quitclaims, unto the said Grantee, as the sole tenant, all of the following property:

ES

25-4-63 ✓ 25-4-63.15 ✓

Previously referenced as follows: Book/Volume Book 7416, Page 2065 of the Recorder of Chester County.

In witness whereof, said Grantor has hereunto set their hand, the day and year first above written.

Signed in the presence of:

C. Garry Whitney

DOC # 11998391 10/26/202312:01 PM
Receipt #:23-29988
Rec Fee: $105.50 State: $0.00 Local: $0.00
Chester County, Recorder of Deeds

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GARRY WHITNEY

**Grantor Acknowledgement**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On this 27 day of September, 2023, before me, F.M. Lim, Notary Public personally appeared C. Garry Whitney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

F. M. LIM
Commission No. 2455766
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires July 30, 2027

Notary Public

F.M Lim
(print name)

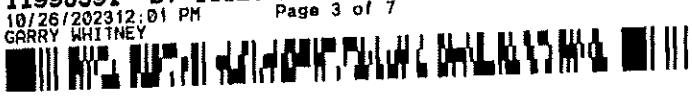
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GARRY WHITNEY



West Vincent, Twsp Chester County, Pa

TRACT NO. 1 - BEGINNING at a point in the northern right-of-way line of a road known as Hollow Road, the said point being at the southeastern corner of Lot No. 4 of this development; thence proceeding North thirty-two (32) degrees twenty-five (25) minutes thirty-one (31) seconds West three hundred four and sixty-seven hundredths (304.67) feet to a point at the southeastern corner of Lot No. 5 of this development; thence proceeding along the eastern line of Lot No. 5 of this development, the following four (4) courses and distances: (1) North forty-two (42) degrees four (04) minutes forty (40) seconds West two hundred five and ninety-eight hundredths (205.98) feet; (2) North forty-three (43) degrees twenty-five (25) minutes eleven (11) seconds West one hundred eighty-three and eighty-eight hundredths (183.88) feet; (3) North forty-nine (49) degrees forty-four (44) minutes twenty-seven (27) seconds West one hundred twenty (120) feet and (4) North fifty-two (52) degrees twelve (12) minutes eleven (11) seconds West one hundred eighty-three and eighty-four hundredths (183.84) feet to a point on the southern right-of-way line of a private road named Buttonwood Lane; thence proceeding along the southern right-of-way line of the said Buttonwood Lane, the following four (4) courses and distances: (1) along a curve bearing to the left, the said curve having a radius of one thousand four hundred eighty-eight and seventy-five hundredths (1,488.75) feet for an arc distance of eighty-two and ninety-four hundredths (82.94) feet with a chord bearing of North thirty-six (36) degrees twelve (12) minutes four (04) seconds East eighty-two and ninety-three hundredths (82.93) feet; (2) North thirty-four (34) degrees thirty-six (36) minutes eighteen (18) seconds East two hundred thirteen and sixteen hundredths (213.16) feet; (3) along a curve bearing to the right, the said curve having a radius of three hundred thirty-six and sixty hundredths (336.60) feet for an arc distance of two hundred sixty-four and seventy-two hundredths (264.72) feet with a chord bearing of North fifty-seven (57) degrees eight (08) minutes five (05) seconds East two hundred fifty-seven and ninety-five hundredths (257.95) feet and (4) North seventy-eight (78) degrees thirty-nine (39) minutes fifty-two (52) seconds East forty-eight and seventy-one hundredths (48.71) feet to a point at Lot No. 15 of this development; thence proceeding along the line of Lot No. 15 of this development, the following eight (8) courses and distances: (1) South nine (09) degrees forty-nine (49) minutes four (04) seconds East three hundred thirty-four and sixty-six and sixty-six hundredths (334.66) feet; (2) North eighty (80) degrees ten (10) minutes fifty-six (56) seconds East one hundred sixty-three and seventy-nine hundredths (163.79) feet; (3) South nine (09) degrees forty-nine (49) minutes four (04) seconds East one hundred thirty-two and seventy-seven hundredths (132.77) feet and (4) South thirty-five (35) degrees ten (10) minutes fifty-six (56) seconds West forty-four and sixty-five hundredths (44.65) feet; (5) South nine (09) degrees forty-nine (49) minutes four (04) seconds East seventy-five and seventy-five hundredths (75.75) feet; (6) North eighty (80) degrees ten (10) minutes fifty-six (56) seconds East eighty-six and forty-four hundredths (86.44) feet; (7) South fifty-nine (59) degrees three (03) minutes East fifty and six hundredths (50.06) feet and (8) South thirty-nine (39) degrees three (03) minutes East three hundred eighty-seven and ninety-five hundredths (387.95) feet to a point on the western right-of-way line of the said Buttonwood Lane; thence proceeding along the line of Buttonwood Lane along a curve bearing to the left, the said curve having a radius of two hundred seventy-three and sixty-six hundredths (273.66) feet for an arc distance of eighty and twenty-nine hundredths (80.29) feet with a chord bearing of South twenty-three (23) degrees forty-nine (49) minutes nineteen (19) seconds East eighty (80) feet; thence continuing along the western right-of-way line of Buttonwood Lane, South thirty-two (32) degrees thirteen (13) minutes thirty-six (36) seconds East sixty-nine and eighty hundredths (69.80) feet to a point; thence

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GARRY WHITNEY



proceeding along a curve bearing to the right, the said curve having a radius of twenty-five (25) feet for an arc distance of forty-seven and sixty hundredths (47.60) feet with a chord bearing of South twenty-two (22) degrees eighteen (18) minutes forty-eight (48) seconds West forty and seventy-three hundredths (40.73) feet to a point on the northern right-of-way line of Hollow Road; thence proceeding along the northern right-of-way line of Hollow Road, South seventy-six (76) degrees fifty-one (51) minutes eleven (11) seconds West four hundred thirty-six and forty-nine hundredths (436.49) feet to the place of BEGINNING. Containing 11.773 acres, more or less. It being known and numbered as Lot No. 16 on a plan of lots of David Yohn as prepared by Yerkes Associates, Inc. dated August 1, 1991 and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania as Plan #11496.

TRACT NO. 2 - BEGINNING at a point on the northern line of Hollow Road, the said point being in the center line of French Creek; thence proceeding along the northern line of Hollow Road, South fifty-one (51) degrees nineteen (19) minutes forty-two (42) seconds West eighty-four and fifty-six hundredths (84.56) feet and South seventy-six (76) degrees fifty-one (51) minutes eleven (11) seconds West two hundred fifty-nine and sixty-seven hundredths (259.67) feet; thence proceeding along a curve bearing to the right, the said curve having a radius of twenty-five (25) feet for an arc distance of thirty and ninety-five hundredths (30.95) feet with a chord bearing of North sixty-seven (67) degrees forty-one (41) minutes thirteen (13) seconds West twenty-nine and one hundredths (29.01) feet to a point on the eastern right-of-way line of a private road known as Buttonwood Lane; thence proceeding along the eastern right-of-way line of the said Buttonwood Lane, the following four (4) courses and distances: (1) North thirty-two (32) degrees thirteen (13) minutes thirty-six (36) seconds West one hundred four and thirty-nine hundredths (104.39) feet; (2) along a curve bearing to the right, the said curve having a radius of two hundred twenty-three and sixty-six hundredths (223.66) feet for an arc distance of two hundred eight and thirty-six hundredths (208.36) feet and with a chord bearing of North five (05) degrees thirty-two (32) minutes eighteen (18) seconds West two hundred and ninety-one hundredths (200.91) feet; (3) North twenty-one (21) degrees nine (09) minutes East two hundred thirty-seven and twenty-three hundredths (237.23) feet and (4) along a curve bearing to the left, the said curve having a radius of four hundred thirty-one and fourteen hundredths (431.14) feet for an arc distance of six hundred five and sixty-eight hundredths (605.68) feet with a chord bearing of North nineteen (19) degrees five (05) minutes forty-three (43) seconds West five hundred fifty-seven and nine hundredths (557.09) feet to a point at Lot No. 14 of this development; thence proceeding along the southeastern line of Lot No. 14 of this development, North thirty (30) degrees thirty-nine (39) minutes thirty-four (34) seconds East six hundred thirty and forty-five hundredths (630.45) feet to a point in the creek bed of French Creek; thence proceeding through the creek bed of French Creek, the following twelve (12) courses and distances: (1) North fifty (50) degrees seventeen (17) minutes thirty-one (31) seconds East forty-six and three hundredths (46.03) feet; (2) North forty-eight (48) degrees twenty-seven (27) minutes thirty-four (34) seconds East one hundred seventy-nine and eighty-five hundredths (179.85) feet; (3) North seventy-eight (78) degrees fifty-seven (57) minutes thirty-four (34) seconds East two hundred seven and twenty-four hundredths (207.24) feet; (4) South seven (07) degrees forty-seven (47) minutes twenty-six (26) seconds East one hundred fifty-eight and seventeen hundredths (158.17) feet; (5) South twenty-six (26) degrees forty (40) minutes twenty-six (26) seconds East three hundred forty-seven and fifty hundredths (347.50) feet; (6) South ten (10) degrees forty-six (46) minutes thirty-four (34) seconds West three hundred eighty-eight and two hundredths (388.02) feet; (7) South thirty-three (33) degrees thirteen (13) minutes fifty-one (51) seconds West two hundred seventy-three and forty-nine hundredths (273.49) feet; (8) South twenty-four (24) degrees fifty-six (56) minutes fifty-one (51) seconds West one hundred ninety-five and fifty-seven hundredths (195.57) feet; (9) South eighteen (18) degrees forty-two (42) minutes thirty-two (32) seconds West ninety-four and sixty-two hundredths (94.62) feet; (10) South thirteen (13) degrees thirteen (13) minutes twenty-nine (29) seconds West eighty-seven and forty-six hundredths (87.46) feet; (11) South two (02) degrees twenty-six (26) minutes sixteen (16) seconds West one hundred twenty-nine and seventeen hundredths (129.17) feet and (12) South three (03) degrees six (06) minutes thirty-two (32) seconds East one hundred seven and sixty-one hundredths (107.61) feet to the place of BEGINNING. Containing 20.404 acres, more or less. It being known and numbered as Lot No. 17 on a plan of lots of Buttonwood Farm as prepared by Yerkes Associates, Inc. dated September 21, 1977 and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania as Plan #11496.





**Certificate of Residence**

I, C. Garry whitney, hereby certify that the tax billing address for the Grantee is as follows:

C. Garry Whitney: 7467 Mission Gorge Rd, Santee, CA 92071, USA

I, C. Garry whitney, hereby certify that the owner mailing address for the Grantee is as follows:

C. Garry Whitney as trustee of The Whitney Living Trust: 7467 Mission Gorge Rd, Santee, CA 92071, USA

Signed this 27 day of September, 2023.

C. Garry Whitney

C. Garry Whitney

11998391 B: 11128 P: 1676 QCD
10/26/202312:01 PM Page 5 of 7
GARRY WHITNEY



# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**

**County of San Diego** } s.s.

On September 27 /2023 before me, F.M.Lim Notary Public,

personally appeared Cosmo G Whitney

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she~~/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

F. M. LIM
Commission No. 2455766
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires July 30, 2027

Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Certificate of Residence

containing 1 pages, and dated 09 / 27 /2023

© 2009-2015 Notary Learning Center - All Rights R

11998391 B: 11128 P: 1677 QCD
10/26/202312:01 PM Page 6 of 7
GARRY WHITNEY

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

# 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: 0

Book: 11128 Page: 1672

Instrument Number: 11998391

Date Recorded: 10/26/23

## SECTION I TRANSFER DATA

Date of Acceptance of Document: 09/27/2023

| Grantor(s)/Lessor(s) | Telephone Number | Grantee(s)/Lessee(s) | Telephone Number |
|---|---|---|---|
| C. Garry Whitney | (619) 322-3855 | The Whitney Living Trust | (619) 322-3855 |
| **Mailing Address** | | **Mailing Address** | |
| 7467MissionGorge | | 7467 Mission gorge Rd | |
| **City** | **State / ZIP Code** | **City** | **State / ZIP Code** |
| Santee | ca 92071 | Santee | Ca 92071 |

## SECTION II REAL ESTATE LOCATION

| Street Address | City, Township, Borough |
|---|---|
| 28 Buttonwood Ine | Birchrunville , West Vincent |

| County | School District | Tax Parcel Number |
|---|---|---|
| Chester | Owen j Roberts | 25-4-63 and 25-4-63.15 |

## SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ○ NO

| 1. Actual Cash Consideration | 2. Other Consideration | 3. Total Consideration |
|---|---|---|
| 1.00 | + | = 1.00 |
| **4. County Assessed Value** | **5. Common Level Ratio Factor** | **6. Computed Value** |
| 294,430.00 | x 2.78 | = 818,515.4 |

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

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

**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.)

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

| Name | Telephone Number |
|---|---|
| C.Garry Whitney | |
| **Mailing Address** | **City / State / ZIP Code** |
| 7467 Mission Gorge RD | Santee Ca 92071 |

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: C. Garry Whitney — Date: 9/27/2023

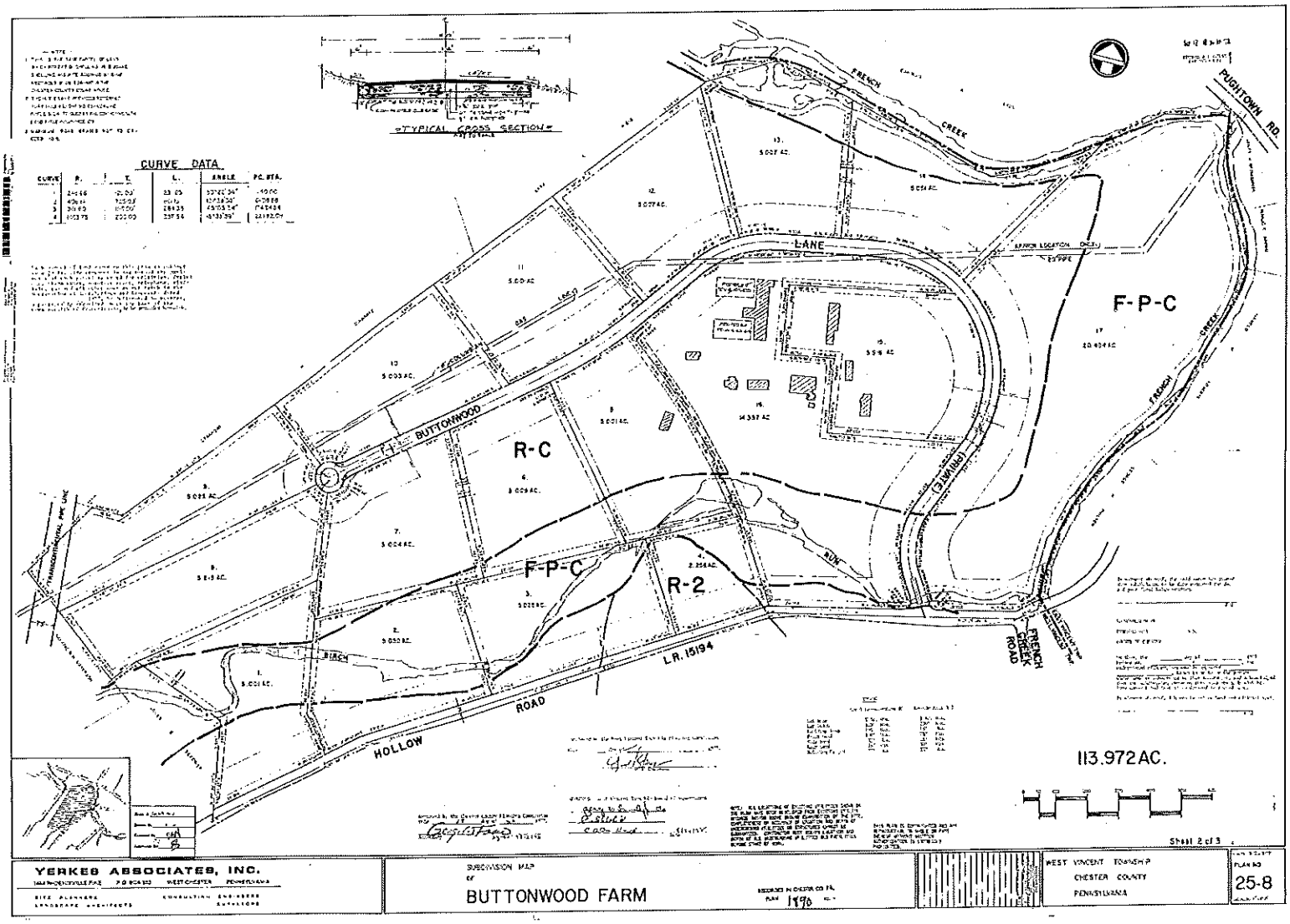
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

11998391 B: 11128 P: 1678 QCD
10/26/202312:01 PM Page 7 of 7
GARRY WHITNEY

PAGE 1

# EXHIBIT "B"




YERKES ASSOCIATES, INC.

SUBDIVISION MAP OF

BUTTONWOOD FARM

RECORDED IN CHESTER CO. PA. PLAN 1990

WEST VINCENT TOWNSHIP
CHESTER COUNTY
PENNSYLVANIA

PLAN NO 25-8

# EXHIBIT "C"

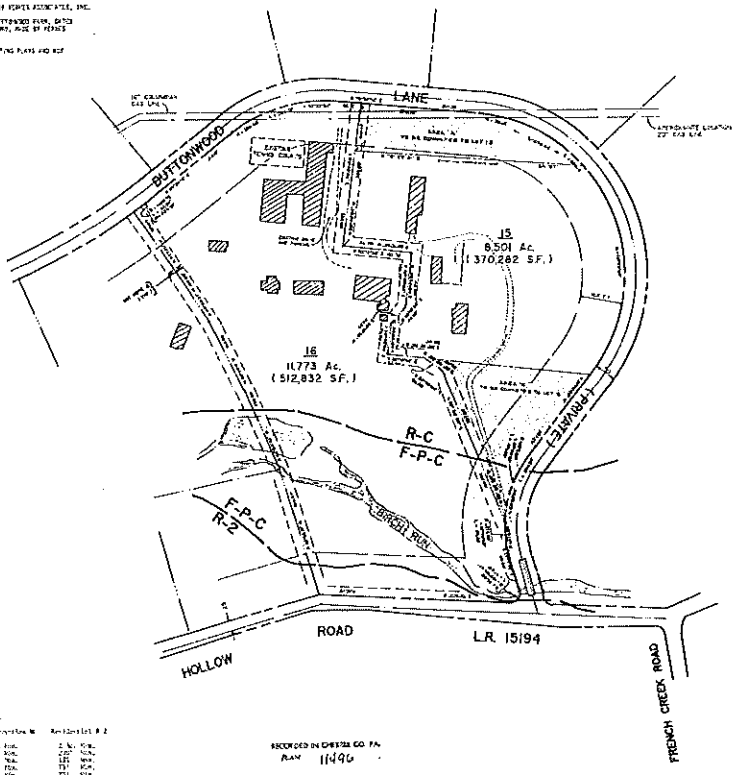
11496

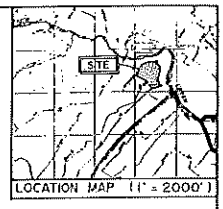
11496A

ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN WERE EITHER DEVELOPED FROM EXISTING UTILITY RECORDS AND/OR ABOVE GROUND EVIDENCE OF THE SITE. CONTRACTOR IS AWARE OF LOCATIONS AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CANNOT BE GUARANTEED. CONTRACTOR MUST FIELD LOCATE AND DEPTH OF ALL CROSSINGS UTILITIES AND FACILITIES BEFORE START OF WORK, AS PER ACT 172.

NOTES:

1. THIS PLAN DOES NOT REPRESENT A FIELD RUN SURVEY BY YERKES ASSOCIATES, INC.
2. REFERENCE PLAN WORKS 25-5, SUBDIVISION PLAN OF BUTTONWOOD PARK, DATED SEPTEMBER 27, 1977 AND LAST REVISED OCTOBER 8, 1990, MADE BY YERKES ASSOCIATES, INC.
3. BUILDINGS AND OTHER EXISTING FEATURES ARE FROM EXISTING PLANS AND NOT FIELD LOCATED BY THIS OFFICE.




COMMONWEALTH OF
PENNSYLVANIA S.S.
COUNTY OF CHESTER

SURVEYOR

APPROVED: West Vincent Township Board of Supervisors

DATE

Reviewed by the West Vincent Township Planning Commission

Reviewed by the Chester County Planning Commission

RECORDED IN CHESTER CO. PA.
PLAN 11496

GRAPHIC SCALE

PLAN MADE FOR

# DAVID YOHN

WEST VINCENT TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

LOT LINE ADJUSTMENT PLAN

25 - 18


YERKES ASSOCIATES, INC.
1444 PHOENIXVILLE PIKE • P.O. BOX 1696 • WEST CHESTER, PA 19380 • (215) 644-4254
CONSULTING ENGINEERS LANDSCAPE ARCHITECTS
SITE PLANNERS ARCHITECTS SURVEYORS

# EXHIBIT "D"

See ammendment to original declaration of Restrictions & Easements in Book 404 Page 85- 8/14/86

DECLARATION OF RESTRICTIONS
AND EASEMENTS

THIS DECLARATION made this 2nd day of November, 1977 by BUTTONWOOD ASSOCIATES, a partnership organized under the laws of the Commonwealth of Pennsylvania;

WHEREAS, said Buttonwood Associates is seized and possessed under a certain tract of land known as BUTTONWOOD FARM, situate in West Vincent Township, Chester County and Commonwealth of Pennsylvania, said tract of land being more particularly described in a deed dated August 9, 1977 by and between Robert O. Snelling, Sr. and Joan E. Snelling, his wife and Buttonwood Associates, a Pennsylvania partnership and also as described on a plan prepared by Yerkes Associates, Inc. Surveyors and Civil Engineers, dated September 16, September 21 and September 22, 1977 respectively, being Plan No. 25-8 and 25-9, Sheets 1 through 3, not yet recorded but intended so to be, said description being as follows:

ALL THAT CERTAIN lot or piece of ground Situate in West Vincent Township, Chester County, Pennsylvania, described according to a survey by Earl R. Ewing, Registered Surveyor, dated 8/3/1954, to wit:

BEGINNING at a spike at a public road leading from the Kimberton Pughtown Road to Birchrunville, a corner of lands of James Ceacrist; thence along said land the three following courses and distances: North 11 degrees, 45 minutes West, 318.37 feet to an iron pipe; thence North 70 degrees, 20 minutes West, 327.12 feet to an iron pipe; thence South 40 degrees 9 minutes West 97.74 feet to an iron pipe; thence North 51 degrees, 36 minutes West 441.83 feet to

Nov 18 1:54 PM '77
Recorder of Deeds
Chester Co Pa.

392 555

limestone, a corn of lands of Willis Yeager; thence along the same North 29 degrees, 38 minutes East 289.68 feet to a limestone; thence South 84 degrees 22 minutes East 99.16 feet to a limestone; thence North 38 degrees 6 minutes 30 seconds East 2,326.50 feet to a point formerly a White Oak tree; thence down French Creek, the following 19 courses and distances: North 53 degrees 12 minutes East 255.75 feet South 72 degrees 7 minutes East 503.25 feet; South 74 degrees 7 minutes East 301.95 feet; North 69 degrees 8 minutes East 130.95 feet; North 59 degrees 38 minutes East 188.10 feet; North 53 degrees 23 minutes East 79.20 feet; North 50 degrees, 23 minutes East 70.95 feet; North 50 degrees 8 minutes East 179.85 feet; North 79 degrees, 8 minutes East, 80.85 feet; North 89 degrees 23 minutes East 132 feet; South 7 degrees 22 minutes east 165 feet; South 26 degrees 37 minutes East 231.0 feet; South 3 degrees 38 minutes West 318.45 feet; South 18 degrees 8 minutes West 211.21 feet; South 33 degrees 8 minutes West 359.70 feet; South 18 degrees 53 minutes West 297.00 feet; South 1 degree 52 minutes East 110.55 feet; South 30 degrees 52 minutes East 111.05 feet; thence leaving the Creek, South 65 degrees 34 minutes West 72.35 feet to a spike in the above-mentioned road; thence along the road, at or near the center line thereof the four following courses and distances: South 77 degrees 29 minutes West 803.39 feet South 57 degrees 35 minutes West 620.13 feet; South 57 degrees 21 minutes West 739.52 feet; South 49 degrees 29 minutes West 559.44 feet to the place of beginning.

CONTAINING 113.324 acres of land be the same more or less.

WHEREAS, the said Buttonwood Associates desires to make known the restrictions, conditions, easements, reservations and covenants which shall be applicable to and bind the aforesaid mentioned lands, easements, reservations imposed on the other lots of said plan.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the said Buttonwood Associates does hereby covenant and declare that they shall hold and stand seized and convey the lands shown on said plot plan aforesaid as more particularly hereinabove described, subject to the following restrictions, conditions, easements, reservations and covenants which it is agreed, shall be covenants running with the land included within said metes and bounds and shall be binding upon themselves, their heirs and assigns, and upon all land included within the aforesaid metes and bounds, except as forth herein, which said restrictions, conditions, easements, reservations and covenants are hereby imposed for equal benefit of each lot shown upon said plot plan of Buttonwood Farm described above, owned by Buttonwood Associates.

1. Buttonwood Associates, its successors and assigns, reserves for utilities, drainage, storm water and sanitary sewer purposes, all of the drainage and utility reservations and easements as plotted, set out and designated on the Plan of Buttonwood Farm to be recorded in the Office for the Recording of Deeds at West Chester, in and for Chester County, Commonwealth of Pennsylvania

2. Buttonwood Associates, its successors and assigns, shall have the right to enter said reserved strips of land for any of the purposes for which said easements, reservations and rights-of-way are reserved. Easements shown on the aforesaid recorded Plan of Buttonwood Farm, for utilities, sanitary sewage and storm drainage and/or easements shown on said Plan for any other purposes, are hereby reserved and all conveyances or portions of such tract, shall without the necessity of any further reservation, be subject to the easements shown on the aforesaid Plan, or otherwise shown of record. Purchasers of any lot or lots on the Plan of Buttonwood Farm, across whose lot or lots a drainage right-of-way for storm water or storm sewer, or telephone, or electric, or gas right-of-way may pass, as shown on the aforesaid Plan shall not erect or construct any building or structure thereon and shall at all times maintain and occupy their lots so as not to obstruct or interfere with the proper maintenance of said easements or reservations of said right-of-way by public utilities and such public utilities as may have an interest in such easements and reservations and abutting land to the extent necessary for the purpose of properly installing and maintaining the same.

3. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 2002, at which time said covenants and restrictions herein contained, or any portion thereof may be extended for additional periods of time

by making appropriate provisions therefor. These covenants and restrictions prior to their expiration on January 1, 2002 may be amended or changed or relinquished only by or with the consent in writing of the Supervisors of West Vincent Township and 75% of the number of owners of said lots or parcels of land shown on the Plan of Buttonwood Farm to be recorded, with the exception of the restrictions and covenants contained in Paragraphs 6, 7 and 8 of this Declaration which shall run with the land and be binding on all parties and all persons claiming under them in perpetuity.

4. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the development known as Buttonwood Farm, which development for the purposes of this paragraph, shall include all of said lots set forth on said Plan, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

5. Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.

6. No lot as shown on said Plan shall be further subdivided below 5 acres in area.

7. All lots set out on the Plan of Buttonwood Farm shall have a common obligation to maintain in good repair the road known as Buttonwood Lane and its right-of-way, the bridge crossing Birch Run Creek, including but not limited to the mowing of grass or other growth along the sides of said road, snow removal, patching and re-paving. The proportionate share due from each lot owner for this obligation shall be in an amount equal to the total number of acres owned by the lot owner over the total acreage in the entire tract with the exception of lot numbers 1, 2, 3, 4 and 17, which lot owner or owners shall have no obligation with regard to the common maintenance provided for in this paragraph. In the event a majority of lot owners agree that repairs, maintenance or other work needed to maintain the above-described common area must be done, said lot owners shall pay their pro rata share of said work within 30 days of demand by Buttonwood Associates, its successors or assigns and in the event they fail to pay said assessment, the amount shall become a lien against said lot and any buildings erected thereon, whose owner has not paid said assessment. Said lot owners hereby agree to pay the additional legal expenses and costs necessary to record said lien against their lot.

8. Lot number 17 shall be restricted for use as open space and/or farm land provided, however, that turnout shed for use by horses may be constructed on said lot.

9. The cul-de-sac at the end of Buttonwood Lane as shown on a plan prepared by Yorkes Associates, Inc. dated September 16, September 21 and September 22, 1977, Plan No. 25-8 and 25-9, not yet recorded but intended so to be, shall have a 50 foot minimum radius and an area of said cul-de-sac having a 20 foot width from the edge of the 50 foot radius shall be paved.

10. No building, or part thereof, nor any other structure nor any fence nor hedge shall be erected or maintained on any part of said tract closer than 20 feet from the edge of any road, street or drive or side, front or rear lot line.

11. The minimum total floor area of the main structure of any residential building to be erected on any of the lots of said Buttonwood Farm shall have not less than 2000 square feet of living area. In the event a residence or home is constructed without a garage, said residence or home, in addition to the 2000 square foot minimum living area shall contain storage space of not less than 80 square feet.

12. No trade, business, commerce, industry or occupation shall be conducted on lot numbers 1 through 14 or in any building erected thereon except that this restriction shall permit a licensed physician, dentist or attorney-at-law to use a portion of the dwelling house in which he resides for office purposes.

13. No trailer, mobile home, modular home, basement, tent, shack, garage or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

14. No house-trailers, mobile homes, camping trailers, modular homes, or other temporary buildings shall at any time be erected, or stored outside on the premises either temporarily or permanently.

15. No pigs, chickens, poultry, rabbits or cattle shall be kept or placed on any lot of said Buttonwood Farm except in small numbers (a few) as household pets, and no noxious or offensive trade or activity shall be carried on upon any lot of said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, provided, however, that lot numbers 15, 16 and 17 specifically may be used as a commercial stable, commercial riding academy and farm by Buttonwood Associates, its successors, licensees, lessees or assigns and the stabling, training and care of horses, including auxilliary activities such as events and hunts shall specifically be permitted and shall not be considered a nuisance. The courses of said events shall be permitted to pass across said easements as established in paragraph 20 hereof.

16. No outside dog restraints, dog pens, or runs shall be permitted on any portion of the property described in this Declaration.

17. Perimeter or boundary fences shall be limited in construction to those made of wooden post and rail or concrete posts and rough sawed boards. No such fence shall be constructed nor extend in depth beyond, into, over, or across any open drainage or storm water drainage reservation or hiking or horseback riding easement areas in such a manner as to obstruct the proper function, use and maintenance of such easements or reservations, as same are set forth and plotted on the aforesaid Plan of Buttonwood Farm.

18. No unlicensed, uninspected, or inoperative motor vehicles may be stored on the premises for more than 30 days.

19. Driveways located across or through on each lot shall be maintained and kept dust-free.

20. The owners of said lots in Buttonwood Farm hereby grant a permanent easement of ingress, egress and regress of and across a 20 foot area around the perimeter of each lot as set forth on a plan by Yerkes Associates, Inc. for the purpose of hiking, horseback riding and horse trails, event courses, hunts, and other similar uses by other lot owners of Buttonwood Farm and in favor of Buttonwood Associates, their licensees, permitees, lessees, lessees' licensees or permitees, and their successors and assigns. Said easement shall extend to an area, and be measured 20 feet from the edge of Buttonwood Lane for any lots which are adjacent to, or include a part of Buttonwood Lane within their legal description.



392 563

21. No building or dwelling shall be erected on any lot situate on these premises unless the location, type of structure, and architectual design shall have first been submitted to and approved in writing by Buttonwood Associates, its successors and assigns, which approval shall not be unreasonably refused.

22. These covenants and restrictions are not to become effective until a Final Plot Plan is recorded in the Office of the Recorder of Deeds, in and for Chester County, Commonwealth of Pennsylvania by Buttonwood Associates, (bearing on said Plan the official adoption by the West Vincent Township Planning Commission and the official approval of the Commissioners of West Vincent Township, Chester County) of said Final Plan of Buttonwood Farm.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BUTTONWOOD ASSOCIATES

HARVEY PORTER

ANNA C. PORTER

392 564

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

BE IT REMEMBERED, That on this 2nd day of November in the year of our LORD one thousand nine hundred and seventy-seven, personally came before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, HARVEY PORTER and ANNA C. PORTER, the Partners of Duttonwood Associates, the parties to this Indenture known to me personally to be such, and severally acknowledged this Indenture to be their Deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Betty R. Stein
NOTARY PUBLIC

BETTY R. STEIN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires February 9, 1980

Florence D. Hunt
RECORDER OF DEEDS

Rec. in Chester Co. Po. In
Deed Book 392 Page 565

392 565

# EXHIBIT "E"

17.50
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AMENDMENT TO DECLARATION
OF RESTRICTIONS AND EASEMENTS
OF BUTTONWOOD FARM

This Amendment to Declaration of Restrictions and Easements of Buttonwood Farm (the "Amendment") is being made this 20th day of July, 1994, to the original Declaration of Restrictions and Easements of Buttonwood Farm dated November 2, 1977 (the "Declaration") and recorded November 18, 1977 in Chester County Misc. Book 392, p. 555 and to the amendments to such Declaration also previously recorded. Except as otherwise stated herein, the Declaration and subsequent Amendments shall remain in full force and effect.

1. Paragraph 7 - is hereby amended to modify the first sentence set forth therein to read as follows:

> "All lots set out on the Plan of Buttonwood Farm shall have a common obligation to maintain in good repair the road known as Buttonwood Lane in its right-of-way, the bridge crossing Birch Run Creek, including, but not limited to, the mowing of grass or other growth along the sides of said road, snow removal, patching and re-paving: provided, however, that the aforementioned obligation shall cease in the event that Buttonwood Lane and the bridge crossing Birch Run Creek are offered for dedication to West Vincent Township and West Vincent Township accepts the same.

2. Paragraph 15 - is hereby amended and restated in its entirety to read as follows:

> No pigs, chickens, poultry, rabbits or cattle shall be kept or placed on any lot of said Buttonwood Farm except in small numbers (a few) as household pets, and no noxious or offensive trade or activity shall be carried on upon any lot of said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and any permitted activities including, but not limited to, equestrian activities shall be conducted strictly in conformity with the terms, conditions and limitations set forth in the Conditional Use pertaining to Buttonwood Farm granted on June 27, 1994, as such permitted activities may be limited by laws, ordinances, this Declaration, any deed restrictions or other easements or restrictions affecting any portion of the Buttonwood Farm subdivision property, as any of such items may be amended from time to time. The location and/or construction of any improvements including, but not limited to, equestrian-related structures or facilities on Lots 16 or 17



Certified Copy Number: CsD-xbX-OAmX https://chestercountypa-web.tylerhost.net/web/eCertify 

including, but not limited to, turnout sheds, riding rings, and the like shall be in strict accordance with the terms, conditions and limitations set forth in the Conditional Use pertaining to Buttonwood Farm granted on June 27, 1994, as such permitted activities may be limited by laws, ordinances, this Declaration, any deed restrictions or other easements or restrictions affecting any portion of the Buttonwood Farm subdivision property, as any of such items may be amended from time to time. Such permitted activities shall only be permitted to pass across said easements as established in paragraph 20 hereof as the same may be amended from time to time.

3. Paragraph 20 - as amended by the Amendments to the Declaration of Restrictions, is hereby amended and restated in its entirety to read as follows:

The owners of said lots in Buttonwood Farm hereby grant an easement of ingress, egress and regress of and across a 5 foot area around the perimeter of each lot as set forth on a plan by Yerkes Associates, Inc. for the purpose of hiking, horseback riding and horse trails, and other similar uses by other lot owners of Buttonwood Farm and, subject to the limitations set forth herein or in any other provision of this Declaration, any deed restrictions or other easements or restrictions affecting Buttonwood Farm, as the same may be amended from time to time, an easement appurtenant in favor of Buttonwood Associates, their licensees, permitees, lessees, and lessees' licensees or permitees, and their successors and assigns. Said easement shall extend to an area, and be measured 5 feet from the edge of the paved cartway of Buttonwood Lane for any lots which are adjacent to, or include a part of Buttonwood Lane within their legal description. Notwithstanding anything to the contrary in this Declaration of Restrictions and Easements, any commercial activities (defined as activities involving payment of a fee, including but not limited to horse boarding fee, event fee, riding fee, instruction fee, and any other related fee) involving the use of said easements shall require the prior permission of all of the owners of lots affected by said commercial activities. Said five foot easements between lots (a total of 10 feet between two adjacent lots) shall be ineffective and nonoperative in the event two or more adjacent lots are owned by the same owner. In the event the owner of two or more adjacent lots conveys one or more of said adjacent lots, said 5 foot easements shall be reinstated and become effective and operative without the necessity of further action, or conduct, by the grantor or grantee. This provision limiting the applicability of 5 foot



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easements between adjacent lots shall apply to all lots shown on said recorded plat and any contiguous land owned by the same owner, it being expressly understood and agreed that in no event shall contiguous land outside the boundary of Buttonwood Farm owned by an owner of property in Buttonwood Farm become subject to the terms and conditions of this Declaration, as the same may be amended from time to time. Any commercial use shall be restricted so that it is consistent with the then current laws and ordinances of West Vincent Township, and the Easements and Restrictions of French and Pickering Creek Conservation Trust, Inc. Any commercial activities, including but not limited to, horseback riding, transportation of horses, and commercial traffic related to such activities involving the use of any easement area or Buttonwood Lane and the bridge crossing Birchrun Creek shall be subject to the express condition that no owner of any Lot shall have any liability for any personal injury or property damage sustained in connection with the use or by virtue of the existence of said easement area except that the owner of the easement area may not create any condition that would make the easement area unsafe and dangerous to any user. The party or parties sponsoring the commercial activities (landowner and tenant) hereby agree(s) to indemnify, defend and hold harmless the owners of the Lots on which said activities occur, subsequent owners of the Lots, or their successors and assigns, from and against any and all claims, demands, threats, suits, damages or injury, and all costs associated therewith, arising out of or relating to the establishment, use, or existence of the easement area. It is expressly understood and agreed that this indemnity shall apply to West Vincent Township in connection with any use of Buttonwood Lane and the bridge crossing Birch Run Creek. It is also expressly understood and agreed that the party or parties sponsoring said commercial activity (landowner and tenant) shall be required to provide West Vincent Township and the owners of the Lots on Buttonwood Lane with a Certificate of Insurance naming said owners as additional insured under their insurance policy.

4. Paragraph 21 - is hereby amended and restated in its entirety to read as follows:

No building or dwelling shall be erected on any Lot situate on these Premises unless the location, type of structure, and architectural design shall have first been submitted to and approved in writing by Buttonwood Associates, its successors and assigns, which approval shall not be unreasonably refused. On October 25, 1995 or the date that David and Nancy Yohn sell the last of Lots



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15, 16 & 17, whichever occurs first, Buttonwood Associates will relinquish architectural review and control related to subsequent buildings in Buttonwood Subdivision and Paragraph 21 of the Declaration of Restrictions and Easements shall be deleted.

This amendment was passed, and agreed to, and approved by an affirmative vote of the following Buttonwood Farm landowners, constituting the approval of 100% of the owners of the lots or parcels of land shown on the plan of Buttonwood Farm dated November 18, 1977, and recorded as plan #1394.

| LOT NO(S) | OWNER(S) | DATE | WITNESS |
|---|---|---|---|
| 1 | Rico Baker | 8.2.94 | |
| 2,3,6 | John & Lisa Geewax | 8/4/94 | |
| 4 | Barbara Yohn | 8.9.94 | |
| 5 | Brad & Victoria Saunders | 7-30-94<br>7/30/94 | |
| 7,8,9 | [illegible] | 8/10/94 | |
| 10 | June Dunham | 8/3/94 | |
| 11 | Dick & Mary Perez | 8-1-94<br>8-1-94 | |
| 12 | Dennis Cressault & Christine Moore | 7/30/94<br>7/30/94 | |
| 13,14 | James & Susan Vaughan | 7/30/94<br>7/30/94 | |
| 15,16,17 | David & Nancy Yohn | 8/9/94<br>8/9/94 | |



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This amendment is agreed to and approved by West Vincent Township as indicated by the signatures below.

WEST VINCENT TOWNSHIP SUPERVISORS

_____ 9/6/94
Date

_____ 9/6/94
Date

_____ 9/6/94
Date



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COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CHESTER

On this, the 12TH day of October, 1994, before me, Marie M. White, personally appeared JAMES F. VAUGHAN known to me (satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Marie M. White

Notary Public

Notarial Seal
Marie M. White, Notary Public
Phoenixville Boro, Chester County
My Commission Expires March 10, 1997
Member, Pennsylvania Association of Notaries

BK3821PG1460

Joyce A McGeon
RECORDER OF DEEDS

DATE: 10/18/1994 TIME: 03:34P INST NO.: 74593

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

| RECEIPT NO : 054305 | TYPE DOC : | MISC |
|---|---|---|
| REC FEE | : | 17.00 |
| LOC RIT | : | 0.00 |
| ST RIT | : | 0.00 |
| WRIT TAX | : | 0.50 |

RETURN TO

James F. Vaughan
Lot 134 Hollow Rd
Birchrunville, PA

BK 382 | PG | 461

# EXHIBIT "F"

Copy of Signed-by-Supervisors
copy of June 27, 1994 Decision

MOTION - DECISION

This 27th day of June, 1994, I move that the Board of Supervisors of West Vincent Township adopt the below Decision regarding the conditional use hearing of May 2, 1994 held pursuant to the application of David Yohn and Nancy Yohn and of Buttonwood Associates:

CONDITIONAL USE DECISION RE BUTTONWOOD SUBDIVISION

AND NOW this 27th day of June, 1994 the application of David Yohn and Nancy Yohn and of Buttonwood Associates for a conditional use permit under section 402(B)(3) of the Zoning Ordinance of West Vincent Township of 1987, as amended, is hereby granted subject to the following terms and conditions:

a. The conditional use permit for a commercial stable within Buttonwood Subdivision shall be under and limited to the provisions set forth in a memorandum dated May 2, 1994 which was admitted into the evidence of the conditional use hearing of May 2, 1994 as Exhibit A2 (the same being attached hereto in amended form and made a part hereof) and which consists of 12 numbered paragraphs, it being understood that two of the paragraphs in Exhibit A2 prior to amendment shall be amended to read as follows:

4. Improvement of Lot 17 shall be limited to one turn-out shed (to be constructed in accordance with the Homeowners Declaration of Restrictions and Easements and also in accordance with the French and Pickering Creeks Conservation Trust documents) and also to a dressage ring (in accordance with paragraph 9 of said Memorandum of May 2, 1994) which shall be oval in shape having a long dimension of 205 feet and a short dimension of 100 feet. The oval shall contain stone screening and the existing, original dressage area disturbed by the relocation of the dressage ring itself shall be restored through seeding over a minimum of four (4) inches of topsoil which shall fully cover the original dressage area.

12. The apartment(s) in the H shaped barn shall be permanently eliminated on or before thirty (30) days from the date this Decision is no longer subject to appeal.

b. Seventy-five (75%) percent of the owners of the lots in Buttonwood Subdivision have in writing approved the "Amendment To Declarations of Restrictions and Easements

of Buttonwood Farm", the same being admitted into the evidence at the conditional use hearing as Exhibit A-3 and the same being attached hereto in amended form and made a part hereof it being understood, however, that one hundred (100%) percent of the owners of the lots in Buttonwood Subdivision must agree to the amendment therein contained to Paragraph 7 pertaining to maintenance of Buttonwood Lane. It is understood that paragraph 21 of the Declaration shall be amended as below indicated, the said amendment being included among those requiring approval of seventy-five (75%) of the owners of the lots in Buttonwood Subdivision:

21. On October 25, 1995 or the date that David and Nancy Yohn sell the last of Lots 15,16 & 17, whichever occurs first, Buttonwood Associates will relinquish architectural review and control related to subsequent buildings in Buttonwood Subdivision and Paragraph 21 of Declaration of Restrictions and Easements shall be deleted.

c. Buttonwood Associates shall execute as grantor a deed of dedication of Buttonwood Lane to West Vincent Township, all costs related to the said deed and its recording and settlement thereon, including the cost of providing the township with good and marketable title insurance for the said road in the amount of $100,000, shall be borne one-half by Buttonwood Associates and one-half, as they among themselves shall agree, by the owners of the lots in Buttonwood Subdivision. The deed of dedication shall contain language providing for the acceptance of the same by the Township which acceptance shall be a pre-condition to the recording of the said deed. BY EXECUTION OF THE ORIGINAL OR COPY OF THIS DECISION ALL OF THE LOT OWNERS OF BUTTONWOOD SUBDIVISION CONSENT TO AND AFFIRM THE DEED OF DEDICATION TO THE TOWNSHIP OF BUTTONWOOD LANE AND RELINQUISH ANY AND ALL RIGHTS THEREIN AS A PRIVATE LANE OR ROAD.

d. West Vincent Township shall not accept dedication of Buttonwood Lane as part of the public road system of the township until the following conditions have been complied with:

i. Township is presented with a deed of dedication approved by the township solicitor.

ii. Township receives title insurance insuring good and marketable title to the road area in the amount of $100,000.

iii. Paved swale is to be removed and pipe and end sections installed in accordance with the requirements of the township engineer.

iv. Two speed bumps are to be removed and there shall be posted two signs- "Slow, Children at Play"; It is understood that after the deed of dedication has been accepted by Township the Township shall prohibit parking on Buttonwood Lane and shall erect "No Parking" signs along Buttonwood Lane at intervals which the Township in its sole discretion deems appropriate.

v. 296 lineal feet of guide rail shall be installed on the bridge portion of Buttonwood Lane spanning Birchrun creek, 96 feet on the downstream side and 200 feet on the upstream side.

vi. The girders of the bridge spanning Birchrun shall be sandblasted and painted and the bridge deck shall be sealed.

vii. 100% of the cost of such improvements shall be placed in escrow prior to construction of the same. The contracts for construction of the improvements shall be approved by the township Engineer and shall determine the amount to be held in escrow. The escrow shall be held by the lot owners or by their agent and shall be in the form of a cash account. Following completion and approval of the construction by the Township and before the recording of the deed of dedication there shall be placed in a cash account in the name of the Township and solely within the control of the Township 15% of the cost of improvements which shall be available to the Township for an 18 month period for maintenance and repair of the said improvements any portion of the said fund not used to be returned, together with any interest thereon, to the lot owners.

e. The costs of the road improvements mentioned above shall be divided between Buttonwood Associates and the lot owners as they among themselves shall agree. The Buttonwood Lane Residents will pay one-half of the actual expenses incurred in connection with the relocation of the outdoor dressage ring, as they among themselves shall agree, up to a maximum of $2,500 and David and Nancy Yohn

shall pay all remaining expenses.

f. The bridge portion of Buttonwood Lane which spans Birchrun, a tributary of French Creek, shall be posted with a 5 mph speed limit and weight limits of 10 tons for double axle vehicles, 19 tons for vehicles with more than 2 axles and shall provide for annual permits for refuse collection vehicles, fuel delivery vehicles and package/materials vehicles not exceeding 30 tons and daily permits for other vehicles such as construction vehicles and moving vans not exceeding 30 tons for which permits the township shall be permitted to impose a charge reasonable in amount.

g. The signifying in writing by French and Pickering Creeks Conservation Trust and Bruce and Victoria Saunders that they will mark litigation currently pending in the Chester County Court of Common Pleas having the caption of French and Pickering Creeks Conservation Trust, Inc., and W. Bruce Saunders and Victoria O. Saunders, Plaintiffs, vs. David S. Yohn and Nancy B. Yohn and Buttonwood Associates, Defendants, No. 92-01869, Civil Action - Equity, Chester County Court of Common Pleas settled, discontinued and ended upon the acceptance in writing of this Decision by the applicants and by all of the other owners of all of the lots within Buttonwood Subdivision.

h. The applicants and the owners of all of the lots within Buttonwood Subdivision shall set forth their acceptance of this Decision and all of its terms and conditions by affixing their signatures to this Decision or a copy of this Decision, the affixing of such signatures to signify that each signatory agrees to be legally bound by this decision and all of its terms and conditions. Such signatures shall be secured within 45 days of the date of this Decision. This Decision shall be effective the date the last signature is affixed.

i. In the event this Decision and all its terms and conditions have not been accepted by the applicants and all the lot owners of Buttonwood Subdivision within 45 days of the date of this Decision then this Decision shall be null and void and the terms and conditions of the previous decision of the township dated July 25, 1977 shall be once more effective.

j. The applicants agree that upon their acceptance of this Decision and all its terms and conditions and upon the acceptance of this Decision and all its terms and conditions by all of the owners of all of the lots within the Buttonwood Subdivision the previous Conditional Use

Permit issued by West Vincent Township dated July 25, 1977 shall be null and void and of no further effect.

k. Once this Decision becomes effective and once the apartment(s) in the H barn have been removed, the township shall withdraw its prosecution of the zoning violation regarding the said apartments presently pending before the West Vincent Township Zoning Hearing Board.

WEST VINCENT TOWNSHIP BOARD OF SUPERVISORS:

6/27/94
Date

6/27/94
Date

6-27-94
Date

| LOT NO. | OWNER(S) | DATE | WITNESS |
|---|---|---|---|
| 1 | Rico Baker | | |
| 2,3,6 | John & Lisa Geewax | | |
| 4 | Barbara Yohn | | |
| 5 | Bruce & Victoria Saunders | | |
| 7,8,9 | Gary & M. Constance Neilsen | | |
| 10 | June Dunham | | |
| 11 | Dick & Mary Perez | | |
| 12 | Dennis Cerasoli & Christine Moore | | |
| 13,14 | James & Susan Vaughan | | |
| 15,16,17 | David & Nancy Yohn | | |

MEMORANDUM

RE: BUTTONWOOD FARM

DATE: June 27, 1994

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1. The operation would be limited to a Private Boarding Operation and would only be allowed to continue as such so long as Lots 16 and 17 remain under common ownership and are devoted solely to such purpose, it being expressly understood and agreed, however, that the office associated with the Private Boarding Operation (which shall be limited to such use) and two (2) rental homes located on Lot 16 shall be permitted. It is also expressly understood and agreed that Lot 15 is not considered part of the Private Boarding Operation and is limited to residential use and such ancillary uses permitted by Township ordinances. The Private Boarding Operation would not be a public barn offering rides, hacking (renting to the public), short-term leasing of horses (less than one year), or boarding for periods of less than one month. No horse shows or group gatherings (including, but not limited, to events, hunter-jumper shows, clinics, carriage/driving competitions, or competitions of any nature) shall be permitted.

2. Neither outdoor lighting (other than low wattage security lighting attached to and directed toward the buildings) nor loudspeakers will be permitted.

3. Parking related to the Private Boarding Operation would be restricted to paved parking areas designated on Lot 16 and would not be permitted either on Buttonwood Lane or grassy areas adjacent to the Lane. No new paved areas will be created on Lot 16 which do not conform to current Township set-back requirements.

4. Improvement to Lot 17 would be limited to one turn-out shed, to be constructed in accordance with the Homeowners Declaration of Restrictions and Easements and the French and Pickering Trust documents. In addition to the turn-out shed there would also be a dressage arena.

See p. 1

5. Dogs and other pets owned by clientele of the Private Boarding Operation would be leashed at all times. Activities of the clientele of the Private Boarding Operation, as well as those of their children and guests, would be restricted to Lots 16 and 17.

6. The maximum number of horses shall be limited by the number of acres of fenced pasture available per horse, in accordance with Township ordinances. The total acreage of fenced pasture is presently 8.35 acres; utilization of an additional 10.44 acres of open pasture will require installation of fencing in accordance with the Homeowners Declaration of Restrictions. Under no circumstances shall there ever be more than 18 horses. Although fencing under six (6) feet in height is not currently considered a structure and, therefore, not subject to the 250 foot set-back requirement, a minimum 50 foot set-back from the Lot 5 and Lot 14 property lines shall be observed.

7. The hours of the Private Boarding Operation would be limited to 7:00 a.m. to 8:30 p.m. Monday through Saturday, and 12:00 noon to 6:00 p.m. on Sundays. All lessons, as well as other activities, must be concluded one-half hour prior to closing times set forth above. Hours would be strictly enforced so that all lights from the Private Boarding Operation, other than security lighting, are out and all activities (including clean-up) concluded and clientele off the premises by no later than one-half hour after the closing times set forth above. Owners of horses or veterinarians shall be permitted on the premises at any hour in the event the same is necessary to treat a sick horse.

8. The Private Boarding Operation shall have the following limitations regarding riding lessons:

   (a) a maximum of one instructor teaching a lesson in any hour;
   (b) a maximum of one lesson taught in any hour;
   (c) a maximum of two students participating in any lesson; and
   (d) a maximum of five lessons taught during any day with each lesson being no longer than one hour.

   For example, an instructor could teach a single one hour lesson at 9:00 A.M., 11:00 A.M., 1:00 P.M., 3:00 P.M. and 4:00 P.M., with each lesson having a maximum of 2 students. These limitations apply for the entire boarding operation. For example, concurrent lessons in the dressage ring and the indoor ring are not permitted.

   There will be no paid observers at lessons. There will be no carriage lessons, group lessons or riding camp lessons.

9. The riding ring on Lot 15 will not be utilized by the Private Boarding Operation and, accordingly, will be abandoned. On or before October 15, 1994, the outdoor dressage arena shall be relocated to Lot 17 and installed in accordance with all current ordinance set-backs. The Buttonwood Lane Residents will pay one-half of the actual expenses incurred in connection with such relocation up to a maximum of $2,500. David and Nancy Yohn shall pay all remaining expenses.

10. The indoor ring shall be utilized for lunging and lessons only. The north end accesses and windows will be closed off and boarded. The only access to the indoor ring shall be on the south end. The entire north end of the indoor ring and tennis court will also be screened with pine trees (e.g.: White Pines, Norway Spruce, etc.) at least 10 feet tall and no more than 15 feet between trees. David and Nancy Yohn will be responsible for all of the costs of the screening and closing off of the north end of the indoor arena, all of such work to be completed before October 15, 1994.

11. The tennis court will not be used in a commercial manner or for organized events or lessons. Under no circumstances is the tennis court to be included or mentioned in any advertisement related to the Private Boarding Operation. No other recreational or social facilities shall be installed or be available to clientele of the Private Boarding Operation.

See p. 1

~~12.~~ The apartment(s) in the H shaped barn shall be permanently eliminated on or before August 1, 1994.

# EXHIBIT "G"

W.B. SAUNDERS, et al.,
Appellants

v.

WEST VINCENT BOARD OF SUPERVISORS, et al.,
Respondents

: IN THE COURT OF COMMON PLEAS

: CHESTER COUNTY, PENNSYLVANIA

: CIVIL ACTION

: No. 02-05773

FEB 04 2005

FILED
05 FEB -4 AM 9:26
OFFICE OF THE PROTHONOTARY
CHESTER CO., PA.

Robert J. Sugarman, Esquire, Attorney for Appellants
Elizabeth R. Howard, Esquire, Attorney for Respondents, C. Garry Whitney Trust and Beth Kostans

## OPINION

### Findings of Fact

Upon review of the of the record, including the record established by the West Vincent Township ("Township") Zoning Hearing Board on remand, the Court makes the following findings of fact:

1. David and Nancy Yohn ("Yohns") owned a large tract of land known as Buttonwood Farm in the Township. While living on the property, the Yohns subdivided their property and sold off certain lots.

2. The property at issue in this case was created through the subdivision by the Yohns of Buttonwood Farm and is comprised of lots sixteen (16) and seventeen (17), which the Yohns sold to Beth Kostans in June 2002. Lot fifteen (15) separates lots sixteen (16) and seventeen (17) (Notes of Testimony, hereinafter "N.T." 3/1/04 at pp. 31-32.) Lots sixteen (16) and seventeen (17) are located in the Rural Conservation district. (See West Vincent Township Zoning Ordinance § 401.)

3. In 1994, the Yohns applied for and were granted a conditional use for the operation of a commercial stable.[1] The approval of the conditional use was made subject to certain provisions outlined in a memorandum ("1994 Memorandum") attached to the decision granting the conditional use ("1994

[1] Although the decision granting that conditional use is included in the record in this case, the application for that conditional use is not. Consequently, the Court cannot determine from the application, the extent of the request for conditional use, i.e. the lots for which the Yohns sought conditional use approval. However, the 1994 Memorandum specifies that the "operation would be limited to a Private Boarding Operation and would only be allowed to continue as such so long as Lots 16 and 17 remain under common ownership and are devoted solely to such purpose." (Memorandum, 5/2/94, at ¶ 1.) Based on this condition, the Court finds that the conditional use was granted at least for lots sixteen (16) and seventeen (17).

(14)

Decision").[2] Another document, "Amendment to Declarations of Restrictions and Easements of Buttonwood Farm" was also attached to and made part of the 1994 Decision.

4. The restrictions outlined in the 1994 Memorandum related to the operation of the commercial stable and specifically to issues such as the hours of its operation, the number of horses allowed on the property, the number of lessons per week, and the lighting on the property.[3]

5. The Yohns filed an Application for Conditional Use and/or Petition to Amend Zoning Ordinance ("2002 Application") on April 15, 2002. In that application, the Yohns sought "[c]larification and moderation [sic] of the Conditional use as granted June 27, 1994" and specifically, to alter or eliminate several of the conditions that had been placed on the conditional use in 1994.

6. The Township scheduled a hearing on the Yohns' application for June 17, 2002.

7. On June 17, 2002, the Township announced that the Yohns' application was deemed approved. Notice of the deemed approval was also published on June 21, 2002 and June 28, 2002 in the Daily Local newspaper. The notice explains that the application was deemed approved because the Township had not held a hearing on the Yohns' application on or before June 14, 2002.

8. Beth Kostans purchased lots sixteen (16) and seventeen (17) of the Buttonwood Farm in June 2002. The Yohns apparently filed the April 2002 application for conditional use at the request of Ms. Kostans in anticipation of her purchase of the property.

9. W.B. Saunders, Chip and Mary Phelps, Mr. and Mrs. Larry Westfall, Charles and Doris McNally, David and Paige Zartman, Madeline Dagnon, Don and Denise Pascucci, Dennis Cerasoli, Mary Ann Ambrits, Sam and Abby Coroniti, Albert and Mary Fagley, Nick and Sue Catrambone, and Bob and Christine Kramer ("Plaintiffs") are neighboring property owners who live in or near the Buttonwood Farm property.

10. On July 17, 2002, the Plaintiffs filed the present appeal of the deemed approval of the Yohns' conditional use application.

---

[2] The exact date of the Memorandum is unclear. The copy of the 1994 Memorandum attached to the Complaint is dated June 27, 1994, while the copy submitted by the Township as part of the record is dated May 2, 1994.

[3] The Court will address in further detail below, several of the restrictions that are now the subject of this appeal.

11. On October 8, 2002, the Appellants filed a Motion to Take Additional Evidence.

12. By Order filed January 28, 2004, this Court remanded the case to the Township to conduct an evidentiary hearing and to prepare a record. In that Order, the Court ordered the parties to file findings of fact and conclusions of law within sixty (60) days of the hearing.

13. The Township Zoning Hearing Board held a hearing on March 1, 2004, which was continued to, and concluded on March 29, 2004, the transcripts of which have been filed with the Court. The parties have filed their proposed findings of fact and conclusions of law.[4]

Discussion

On appeal, the Appellants raise essentially three arguments to support their position that the deemed approval was illegal: the Yohns did not request a conditional use, but rather sought clarification and moderation of the previously granted conditional use and therefore the application was not subject to deemed approval; the Yohns affirmatively misled the Appellants and acted in bad faith because they knew and did not inform the Township that the hearing had been scheduled beyond the statutorily mandated sixty (60) days; and finally, the Yohns cannot meet the specific requirements for conditional use approval. For the reasons that follow, the Appellants' claims have no merit and the Yohns' April 15, 2004 application was properly approved.

The 2002 application seeks approval of modifications to the conditions placed on the conditional use approved in 1994. (See Return of the Record, 9/4/02, Ex. a.) The Appellants' attempt to distinguish between an application for a conditional use and an application to clarify and modify a previously granted conditional use. Based on this distinction, the Appellants maintain that an application to modify a conditional use is not subject to deemed approval. The purpose of 53 P.S. § 10908(9), which provides for deemed approvals, is to ensure that municipalities act diligently on applications for conditional uses or special exceptions. Gryshuk v. Kolb, 685 A.2d 629, 632 (Pa. Cmwlth. 1996). There is no logical reason that the legislature would have intended to motivate municipalities to act within a certain time frame on applications for new uses, but would not have intended to inspire the same level of urgency with respect to applications for modifications to a previously granted conditional use. Moreover, the West Vincent Township Zoning Ordinance treats a new use the same as a change in a previously granted use, requiring conditional use approval "for any new uses; new

[4] The attorney for the Appellees' objects to the Appellants' Proposed Findings of Fact and Conclusions of Law being filed on June 21, 2004, several weeks beyond the time frame established in the Court's January 28, 2004 Order. However, the Appellees' objection was presented to the Court in a letter. As there has been no formal request for action, the Court will disregard the Appellee's letter.

construction; and the addition, enlargement, or change in use or the increase in the level of activity or area of previously approved conditional use." West Vincent Township Zoning Ordinance § 2711(A).

The Court finds no reason to differentiate between an application for a conditional use and an application to modify a previously granted conditional use. An application to modify a previously granted conditional use is in essence an application for a new conditional use. As such, an application for a conditional use seeking modification of an existing conditional use may be deemed approved pursuant to 53 P.S. § 10908(9) like any other application for conditional use. The Yohns' application was subject to deemed approval and the Appellants' first argument lacks merit.

Having found that the application at issue in this case is one that may be deemed approved, the Court must now consider whether a deemed approval occurred. An application is deemed approved when the first hearing on the application is not commenced within sixty (60) days from the date of the receipt of the application, unless the applicant has agreed in writing or on the record to an extension of time. 53 P.S. § 10908(9). The Yohns submitted their application to the Township on April 15, 2002. The first hearing on that application was scheduled for June 17, 2002, sixty-three (63) days after the application was filed. The Township failed to satisfy the timeliness requirements of 53 P.S. 10908 and the Yohns' application was deemed approved.

The Appellants' next argument, that the Yohns acted in bad faith because they knew that the hearing had been scheduled more than sixty (60) days after the Township received their application, is meritless. Pennsylvania law requires a municipality to conduct the first hearing on an application within sixty (60) days of the receipt of that application. 53 P.S. § 10908(1.2). There is no requirement that an applicant inform either the municipality or any other interested party that a hearing has not been scheduled on an application within the time frame required by statute. The Yohns were entitled to a deemed approval, whether they knew in advance or not that the Township had not scheduled the meeting within the time required by statute. The Appellants' claim of bad faith lacks merit.

The Appellants challenge the merits of the deemed approval and argue that the Yohns could not meet the specific requirements for conditional use approval. In reviewing a deemed approval, the court is not limited to the narrow issue of whether the record reflects that there has been a deemed approval. Nothing in 53 P.S. § 10908(9), which establishes when an application is deemed approved, "shall prejudice the right of any party opposing the application to appeal the decision to a court of competent jurisdiction." 53 P.S. § 10908. If a reviewing court's analysis were limited to the issue of whether the requirements for a deemed approval had been met, a zoning hearing board would have the power to eliminate the right to appeal an application the board wanted to approve. For example, if a zoning hearing board wanted to approve an application, it could do

so by failing to act, triggering a deemed approval. If the reviewing court could not test the merits of the application because it was a deemed approval, aggrieved parties in that case would have no recourse and the zoning hearing board would be secure in the knowledge that the application would not be reviewed on appeal. However, if the zoning hearing board held a timely hearing and issued a timely decision, an aggrieved party would have the right to appeal that decision on its merits. See Gryshuk, 685 A.2d at 632, quoting Southland Corp. v. Warrington Township Zoning Hearing Board, 36 Pa. D. & C.3d 59 (1985). It is unfathomable that the legislature would encourage and reward such nonfeasance. Consequently, where a deemed approval is appealed, as in this case, the trial court is the finder of fact and must review the application on its merits, even if the court has concluded that the requirements for a deemed approval were satisfied.

In their application, the Yohns sought modification of the conditional use granted in 1994. The Township Zoning Ordinance provides that the Board of Supervisors may impose such conditions as it deems necessary to ensure compliance with the zoning standards. The Board of Supervisors did impose conditions on the approval of the conditional use in 1994. The Court will review the 2002 application and each of the requested modifications to the conditions to determine whether the modifications are consistent with the Township Zoning Ordinance.[5]

1) It is requested that horses may be leased on a monthly basis as opposed to the annual basis as approved.

The Appellants oppose the request to allow leasing of horses on a monthly rather than yearly basis arguing that this will increase the amount of traffic in the area and will increase the number of clients. Even if the number of clients of Ms. Kostans increases, the terms of her leases will not affect the number of horses she is permitted to keep on her property at any one time. The Appellants argue that there is no basis to allow monthly boarders. However, there is equally no basis to limit Ms. Kostans to yearly boarders. Furthermore, the 1994 Memorandum prohibits boarding for periods of **less than one month**, which by implication means that boarding for one month is permitted. If boarding for one month is permitted, leasing for one month should also be permitted. The Township Zoning Ordinance permits commercial stables as a conditional use in the Rural Conservation district. West Vincent Township Zoning Ordinance § 403(B)(3). Monthly leasing of horses is consistent with the operation of a commercial stable.

[5] The Court recognizes that there may have been an agreement among the Yohns and their neighbors relating to 1994 conditional use approval. Whether remedies are available under that agreement is irrelevant to the issues presented in this case. Pennsylvania law looks with disfavor on agreements between neighbors or between a landowner and municipality that relate to and impact the zoning. See Appeal of Every-Clean, Inc., 41 Pa. D. & C. 2d 536 (Ct. Cm. Pl. Delaware Cty. 1966.) Therefore, a prior agreement will not impact the Court's analysis of the current application for conditional use.

2) It is requested that the number of horses that are allowed be governed by the applicable zoning as applied to the township as a whole.

In 1994 when the conditional use was approved, approximately eighteen (18) acres of the Yohns' property was fenced. The 1994 decision specified that one horse per acre was permitted, with a maximum of eighteen (18) horses. For a conditional use as a commercial stable in a Rural Conservation district, the Township Zoning Ordinance allows one horse per acre or one horse per two acres of woodland. West Vincent Township Zoning Ordinance § 403(B)(3). The Zoning Ordinance does not specify the maximum number of horses allowed, but requires a minimum of ten (10) acres. Id. Allowing Ms. Kostans to maintain one horse for each acre of properly fenced land with no other restrictions on the maximum number of horses is consistent with the Township Zoning Ordinance.[6]

3) It is requested that the hours of operation be: Monday to Saturday 7:00 am to 9:00 pm, and Sunday 10:00 am to 6:00 pm.

The hours of operation established by the 1994 decision are Monday through Saturday from 7:00 a.m. until 8:30 p.m. and Sunday from 12:00 p.m. until 6:00 p.m. The Appellants claim that an increase in the hours of operation as requested by the Yohns will adversely impact the health and welfare of the community. The only evidence cited in support of this claim is the opinion testimony of Mr. Saunders from the March 29, 2004 hearing. (Proposed Findings of Fact and Conclusions of Law for Appellants at ¶28.) Provided that Ms. Kostans will abide by the conditions on the hours of operation (all lessons to be concluded one-half hour prior to closing time, all activities to be concluded and owner off of premises no later than one-half hour after closing), the Court does not find, based on the record before the Court, that the increased hours of operation will adversely impact the health and welfare of the community.

4) The total number of lessons currently allowed is 70 per week, it is requested that these lessons be allowed to be taught in groups of up to five persons, thereby combining the students and reducing the total number of hours that are being taught. NO change is requested in the number of lessons.

The conditional use currently permits a total of thirty-five (35) lessons per week (five (5) lessons per day, seven (7) days per week), with a maximum of two (2) students per lesson. Ms. Kostans would like to teach lessons with up to five (5) students. The Appellants object to the request to teach group lessons of up to five

[6] Ms. Kostans testified that now twenty-six (26) acres of the property are fenced, while Mr. Saunders insists that approximately eighteen (18) acres are fenced. It is not for this Court to determine how many acres of lots sixteen (16) and seventeen (17) have been fenced. If Ms. Kostans does not have the requisite amount of land for the number of horses she has (one (1) acre per horse and two (2) acres per horse if woodlands), the appropriate remedy is through a separate zoning enforcement proceeding.

(5) students at one time, citing traffic concerns and a commercialization of the area. The conditional use granted in 1994 allowed for the property to be operated as a *commercial* stable and thus, some commercialization of the area is inevitable. Moreover, Ms. Kostans testified that several of her students car-pool from the West Chester area. (N.T. 3/1/04 at p. 73). The Appellants' traffic concerns are speculative and in fact, the ability to offer lessons to five (5) students at one time may decrease the amount of traffic if the students car-pool.

5) It is requested that the current paragraph [¶ 10 of the Memorandum] be totally voided, as it applies to a building that no longer exists, it should be restated that the indoor arena shall be used for riding, and all appropriate horse related activities as allowed under this conditional use.

Paragraph ten (10) of the 1994 Memorandum states that the indoor ring shall be utilized for lunging and lessons only, and imposes certain restrictions on access to the ring, and imposes screening requirements for the indoor ring and the tennis courts. The indoor ring has been replaced by another building and Mr. Saunders testified that the required screening had been completed. (N.T. 3/1/04 at p. 74; N.T. 3/29/04 at p. 12.) The issues of access to and use of the indoor ring are moot as the indoor ring no longer exists, and the screening requirements have been met. The building that has replaced the indoor ring however, should be used for purposes consistent with a commercial stable.

6) It is requested that the tennis court may be used by the clientele of the boarding stable.

Ms. Kostans testified that she would like to allow parents to use the tennis courts while she is giving lessons to their children. (N.T. 3/1/04 at p. 74.) The 1994 Memorandum states: "The tennis court will not be used in a commercial manner or for organized events or lessons. Under no circumstances is the tennis court to be included or mentioned in any advertisement related to the Private Boarding Operation. No other recreational or social facilities shall be installed or be available to clientele of the Private Boarding Operation." Allowing parents to use the tennis courts while lessons are being given is not necessarily inconsistent with this condition. Provided that there is no advertising of, or charge for the use of the tennis court, incidental use of the court by the parents only while their children are taking scheduled lessons is consistent with the conditional use that has been granted to the Yohns, and to Ms. Kostans as their successor.

7) It is requested that this paragraph [¶ 12] be deleted as the building does not exist.

Paragraph twelve mandates that the apartments in the H shaped barn be permanently eliminated on or before thirty (30) days from the date the 1994 decision is no longer subject to appeal. There was testimony that the H shaped barn has been demolished and that another building was erected in its place.

(N.T. 3/1/04 at p. 74.) As the condition regarding paragraph twelve (12) has been satisfied, it is appropriate to delete this paragraph.[7] The changed circumstances eliminate the need for the condition outlined in paragraph twelve (12).

The Yohns' conditional use application was deemed approved when the Township failed to hold a timely hearing on that application. Moreover, the modifications to the previously granted conditional use which were deemed approved are otherwise substantively appropriate and supported in the record.

BY THE COURT:

William P. Mahon, J.

Date: 2/4/05

[7] The Appellants state in their proposed conclusions of law that deletion of the condition to limit lighting to the H-barn is inconsistent with the previous conditional use approval. The Yohns did not request in their application that there be a change in the permitted lighting. The Yohns did request that paragraphs ten (10) and twelve (12) be deleted, as the H-barn no longer exists. However, upon review of paragraphs ten (10) and twelve (12), neither of these paragraphs addresses lighting. Paragraph two (2) of the 1994 Memorandum addresses the issue of lighting. The Yohns' 2002 application did not request any modification to paragraph two (2).

CHESTER COUNTY Planning COMMISSION

COUNTY COMMISSIONERS
Josh Maxwell
Marian D. Moskowitz
Eric M. Roe

PLANNING COMMISSION
601 Westtown Road, Suite 270
West Chester, PA 19380
610-344-6285
www.chescoplanning.org

Matthew J. Edmond, AICP
Executive Director

November 12, 2026

Tommy Ryan, Township Manager and Zoning Officer
West Vincent Township
729 Saint Matthews Road
Chester Springs, PA 19425

Re: Conditional Use - Plainbrooke Farms
# West Vincent Township - CU-10-26-19136

Dear Mr. Ryan:

A Conditional Use Application entitled "Plainbrooke Farms" was received by this office on October 14, 2026. Although our review is not required by Act 247, the Pennsylvania Municipalities Planning Code as amended, our comments are offered as a planning service at the request of West Vincent Township. This review does not replace the need for an official referral by West Vincent Township of a preliminary or final subdivision or land development plan, as required by the Pennsylvania Municipalities Planning Code.

**PROJECT SUMMARY:**

| | |
|---|---|
| Location: | East side of Buttonwood Lane, west of Hollow Road |
| Site Acreage: | 32.17 acres |
| Lots/Units: | 2 lots |
| Proposed Land Use: | Unique |
| Municipal Land Use Plan Designation: | Rural |
| UPI#: | 25-4-63.15, 25-4-63 |

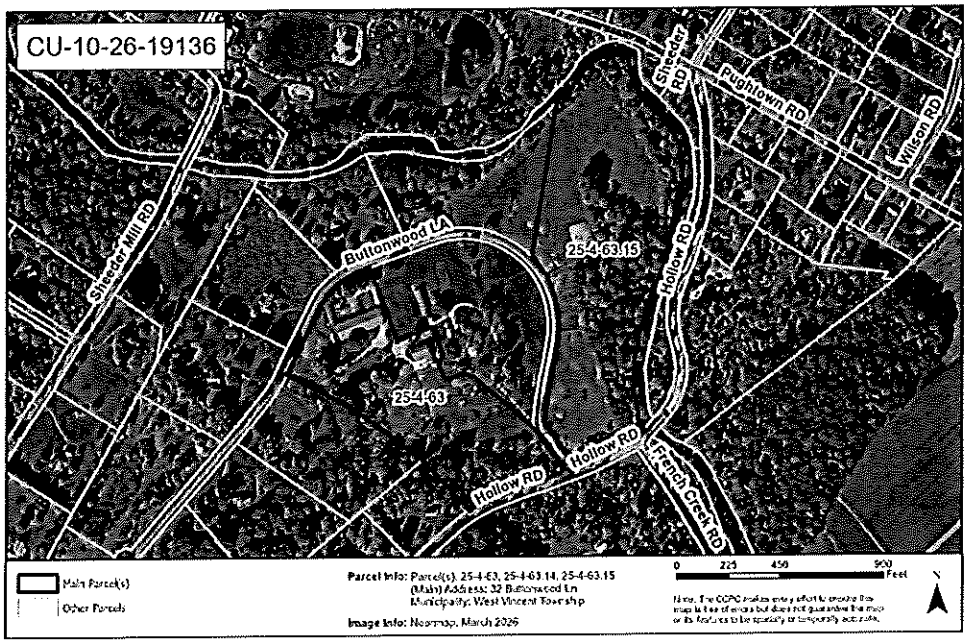
**PROPOSAL:**

The applicant seeks to revise a standing Conditional Use Order for these parcels—to delete certain restrictions and to add certain allowances. The 2026 Conditional Use Application Narrative indicates that the applicant, who operates a stable on the property, seeks these amendments to the prior Conditional Use Order to permit the nine items identified on page 4 as part of the operation of the stable, which includes the following:

- the construction of four additional turn-out sheds;
- the construction of a small shed to enclose the well pump and electrical system;
- reducing fence setbacks; permitting events (IEA-related horse shows, clinics, camps, and pony-parties) for a maximum of 100 participants for shows and clinics and ten participants for camps and parties, where said events are limited to weekends); and
- permitting parking for employees and related professionals along the grass shoulders of Buttonwood Lane adjacent to the pastures.

The project site, which will be served by on-site water and on-site sewer, is located in the RC Rural Conservation zoning district.

**RECOMMENDATION: The Township should consider the comments in this letter before acting on the conditional use application.**




**Aerial Image of Property**

BACKGROUND:

1. The Chester County Planning Commission previously reviewed the 1994 conditional use proposal for this property (CCPC #1912, dated April 18, 1994), pertaining to the expansion and refinement of a conditional use that was previously granted by the West Vincent Township Board of Supervisors on July 25, 1977. At that time, CCPC provided comments on aligning the conditional use proposal to the Township conditional use requirements and other Township ordinances.

*LANDSCAPES:*

2. The project site is located within the **Rural Landscape** designation of ***Landscapes3***, the 2018 County Comprehensive Plan. This landscape consists of open and wooded lands with scattered villages, farms and residential uses. The vision for the **Rural Landscape** is the preservation of significant areas of open space, critical natural areas, and cultural resources with a limited amount of context sensitive development permitted to accommodate residential and farm needs. While the proposed use of the property appears to be appropriately located in a Rural Landscape designation, the Township should reserve taking action on this proposal until it has verified that this proposal fully complies with the submission requirements in the Township Zoning Ordinance (this issue is further discussed in comment #4).

WATERSHEDS 2045:

3. *Watersheds 2045*, the County-wide integrated water resources plan and Act 167 Stormwater

Management Plan, indicates the project site is located within the French Creek watershed. The *Watersheds 2045* plan's highest priority objectives within this watershed are:

- addressing causes of stream impairments;
- maintaining water quality in high performing and critical habitat streams;
- continuing land preservation efforts;
- and restoring and enhancing vegetated riparian buffers and floodplains.

*Watersheds 2045* can be accessed at www.chesco.org/watersheds2045.

PRIMARY ISSUES:

4. The Chester County Planning Commission received the written Proposed Conditional Use Amendments, within in the 2026 Conditional Use Application Narrative (Section II. Current Conditional Use Application; B. Proposed Conditional Use Amendments). The narrative, however, does not indicate the size or location of certain proposed improvements, such as the four additional turn-out sheds or the well pump shed. Section 390-219.A(1) of the West Vincent Township Zoning Ordinance states that "An application for conditional use approval shall be accompanied by three copies of the proposed plans showing the size and location of the proposed use, all existing and proposed buildings, and all proposed accessory facilities, including roads, access drives, parking areas, and natural features within 500 feet of the subject property, and all tax parcels and owners' names within 500 feet of the subject property." The Township should reserve taking action on this proposal until the applicant has met the submission requirements set forth in the Township Zoning Ordinance. Although review by the Chester County Planning Commission is not required by Act 247 for conditional use proposals, we would suggest the applicant resubmit the application in alignment with Section 390-219.A(1). No fees are required for conditional use reviews.

5. The Conditional Use Application Narrative indicates that, subsequent to the 1994 conditional use approval, the applicant filed a new conditional use application in 2002, to amend the 1994 conditional use approval. It is identified on page 3 of the Application Narrative that, while this conditional use application was deemed approved, the approval was appealed to the Chester County Court of Common Pleas, which upheld the conditional use approval in 2005 (we note that a copy of the 2005 Opinion of the Court is provided in Exhibit G). Because of the subsequent involvement of the courts in the parcel's conditional use history, the Township Solicitor should be requested to review and comment on the legal framework of the current conditional use application, prior to the Township taking action on this application.

We appreciate the opportunity to comment on this proposal. Approval of this conditional use does not imply approval of the proposed land development plan, nor release the requirement of the applicant to submit a land development plan under other Township ordinances and the Pennsylvania Municipalities Planning Code.

Sincerely,

Katie Blizzard-Piskai

Katie Blizzard-Piskai
Review Planner

cc: Beth Kostans
The Whitney Living Trust, C. Garry Whitney

**Recommendations**

**TO:** Board of Supervisors

**FROM:** Environmental Advisory Council (EAC)

**DATE:** November 9, 2026

**SUBJECT:** Environmental Review and Recommendations: Proposed Conditional Use Amendments – Plainbrooke Farm, 11 & 13 Buttonwood Ln.

**Baseline Compliance & Environmental Testing Requests**

The EAC strongly recommends that the Board of Supervisors defer any formal consideration or approval of this application until the following threshold compliance and environmental baseline assessments are completed:

- **Easement Compliance Inspection:** The Environmental Advisory Council formally requests that the Township contact the grantee to obtain a letter of compliance, verifying that a comprehensive easement compliance inspection has been completed for the existing French and Pickering Creek Conservation Easement within 30 days of the request.
- **Township Code Requirements:** Review that past violations have been fixed and determine there are no current zoning violations. Confirm the number of horses currently living on the property and confirm the acreage of fenced in paddocks.
- **Water Quality & Soil Testing:** Require the applicant to fund independent, current testing of the soil and groundwater and test both upstream and downstream of both the French and Birchrun creeks to establish baseline levels for **Nitrates, and Fecal Coliforms.**
- **Manure Management Plan (MMP)** Require a copy of the applicants **Manure Management Plan (MMP)** as required by county and state.
- **Best Management Practices.** Review the January 2021 recommendations made by AG Consultant, Adam Mowery, which was funded by Green Vally Watershed Association. See Attached.

**Critical Environmental Context**

The subject property demands the highest level of environmental scrutiny due to its highly sensitive ecological positioning:

- **Exceptional Value (EV) Watershed:** The property sits at the confluence of the Birch Run and French Creek. Both waterways are designated as **Exceptional Value (EV) streams** by the Pennsylvania Department of Environmental Protection (PADEP), affording them the highest tier of water quality protection in the Commonwealth. The property features active springs and small headwater streams that feed directly into these creeks. Turning the property into a commercial event venue would lead to the degradation of the exceptional value protected streams. A viable regional alternative for large-scale events already exists at the non-profit Ludwig's Corner Horse Show Grounds. This established venue possesses the necessary infrastructure, traffic accessibility, safety standards, and strict regulatory compliance to handle such activities without threatening local waterways and disrupting residential neighbors.
- **Floodplain Proximity:** A significant portion of the property including pastures and exercise ring sits within the designated 100-year floodplain.
- **Pennsylvania Natural Heritage Overlays:** In addition to EV streams the property is located near three natural heritage areas that protect endangered, rare and species of concern: Horseshoe Trail Natural Heritage Area (NHA) overlay Beaver Hill Woods Natural Heritage Area overlay, and the Birchrun NHA.
- **Conservation Easement:** The property is protected by an existing French and Pickering Creek Conservation Easement. The EAC recommends that any current use conform with the easement. The core purpose of the easement is to protect the watershed, safeguard the public water supply, prevent soil erosion, and eliminate sewage or chemical pollution.
-

**Specific Comments and Recommendations on Proposed Amendments.** The numbers relate to the numbers on the application.

**1. Four Additional Turnout Sheds & Heavy Use Areas**

- **Floodplain Restriction:** The EAC recommends no turnout sheds or structural additions should be permitted within the floodplain.

- **Stormwater & Impervious Coverage:** Per the conservation easement agreement the area covered by new buildings and structures must not exceed 0.01% of the total area of the property. The EAC recommends that the applicant comply with current Stormwater Management township ordinances.
- **Sacrifice Lot Management:** High-traffic areas around turnout sheds frequently become degraded "sacrifice lots," where vegetation is destroyed. Because wetland grass areas are highly susceptible to mud and silt runoff, we recommend that the Township and the Chester County Conservation District (CCCD) require these areas to be stabilized. We recommend the mandatory installation of **woven or non-woven geotextile fabric topped with structural aggregate** (such as AASHTO #57 stone capped with stone dust). This prevents aggregate from sinking into the mud under heavy hoof or vehicle traffic, maintaining surface integrity during torrential downpours.
- **Riparian Buffers:** The EAC recommends that if it is not already present, a managed riparian buffer established in accordance to **Township Code 390-182.**

**6. Special "Events" and Associated Parking**

- **Events:** The EAC strongly recommends that the BOS **deny commercial or large scale events.** The projected traffic volume will severely impact the local environment via soil compaction, leading to accelerated sediment and pollutant runoff into a critical PADEP-protected EV watershed.

**7. Conditional Mitigation (If Events are Approved):** Should the BOS choose to permit events despite these concerns, the EAC requests the following strict stipulations:

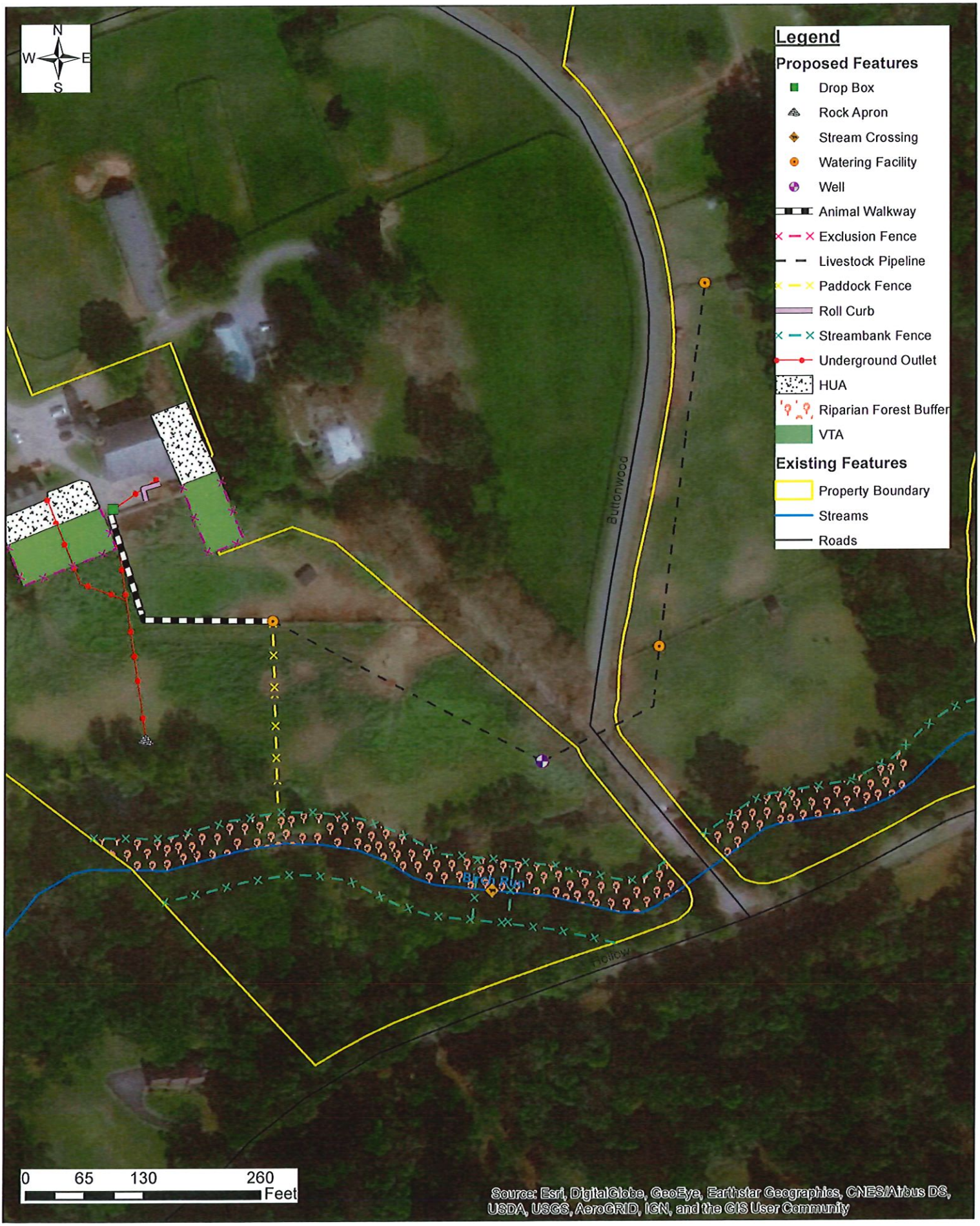
- **Parking Restrictions:** The EAC recommends event parking must be strictly confined to impervious surfaces in order to mitigate potential high risk of environmental contamination from vehicles leaking oil, gasoline, antifreeze, and other hazardous automotive fluids onto soils adjacent to EV streams. Parking on unpaved pastures or fields must be prohibited to protect the floodplain.
- **Vegetation Maintenance:** If any temporary overflow parking is permitted along grass/pastures, the turf must be maintained at a minimum height of 3 inches at all times to prevent erosion.

**8. Lighting Enforcement**

- **Dark Sky Compliance:** To prevent adverse ecological impacts and neighborhood light trespass, the EAC recommends absolute adherence to the standards codified under **Township Code § 390-141**.

**9. Sound.** It is respectfully recommended that the similar zoning standards governing the Ludwigs Village Center Commercial District be strictly enforced. Pursuant to West Vincent **Township Code § 390-58.B(3)(a)[3]**, the utilization of public address systems equipped with outdoor loudspeakers is explicitly prohibited.

# Buttonwood Farm - Proposed Conditions



EQIP Practice Check List

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Name: Buttonwood Farm Address: 32 Buttonwood Lane, Spring City, PA 19475

Completed By: ATM Date: 1/15/2021

| Code | Practice | Componet Name | Quantity | Units | Payment per Unit | Incentive Payment | Comments |
|---|---|---|---|---|---|---|---|
| 382 | Fence | | | | | $9,220.00 | |
| 382 | | Exclusion Fence | 415 | LF | $4.00 | $1,660.00 | Exclusion Fence |
| 382 | | Woven Wire | 1890 | LF | $4.00 | $7,560.00 | Streambank Fence & Paddock Fence |
| 391 | Riparian Forest Buffer | | | | | $3,600.00 | |
| 391 | | Small container, hand planted | 0.72 | AC | $5,000.00 | $3,600.00 | Riparian Forest Buffer |
| 468 | Lined Waterway or Outlet | | | | | $1,000.00 | |
| 468 | | Rock Lined - 12 inch | 200 | SF | $5.00 | $1,000.00 | Rock Apron |
| 516 | Livestock Pipeline | | | | | $4,750.00 | |
| 516 | | 2 inches or less buried by LF | 950 | LF | $5.00 | $4,750.00 | Livestock Pipeline |
| 533 | Pumping Plant | | | | | $6,000.00 | |
| 533 | | Photovoltaic Powered Pump | 1 | EA | $6,000.00 | $6,000.00 | Solar Pump |
| 558 | Roof Runoff Structure | | | | | $700.00 | |
| 558 | | Concrete Curb | 35 | LF | $20.00 | $700.00 | Roll Curb |
| 561 | Heavy Use Area Protection | | | | | $14,600.00 | |
| 561 | | Gravel pad on geotextile with site prep | 7300 | SF | $2.00 | $14,600.00 | HUAs |
| 575 | Animal Trails and Walkways | | | | | $5,400.00 | |
| 575 | | Walkway with Gravel and Geotextile | 2700 | SF | $2.00 | $5,400.00 | Animal Walkway |
| 578 | Stream Crossing | | | | | $8,000.00 | |
| 578 | | Ramps and channel | 1000 | SF | $8.00 | $8,000.00 | Stream Crossing |
| 587 | Structure for Water Control | | | | | $1,250.00 | |
| 587 | | Grated Dropbox | 1 | EA | $1,250.00 | $1,250.00 | Drop Box |
| 614 | Watering Facility | | | | | $4,500.00 | |
| 614 | | Frost Proof Trough (2 Ball) | 3 | EA | $1,500.00 | $4,500.00 | Watering Trough |
| 620 | Underground Outlet | | | | | $7,125.00 | |
| 620 | | UO 8 to 12 inch | 475 | LF | $15.00 | $7,125.00 | Underground Outlet |
| 634 | Waste Transfer | | | | | $27,750.00 | |
| 634 | | 6 to 8 inch Transfer pipe | 1850 | LF | $15.00 | $27,750.00 | Waste Transfer Pipe |
| 635 | Vegetated Treatment Area | | | | | $1,350.00 | |
| 635 | | Vegetated Treatment Area with Minor Grading | 9000 | SF | $0.15 | $1,350.00 | VTAs |
| 642 | Water Well | | | | | $15,000.00 | |
| 642 | | High Volume Typical Well, 8 inch or greater | 500 | LF | $30.00 | $15,000.00 | Well in Pasture |
| Totals | | | | | Estimated Construction Cost | $110,245.00 | |

| | |
|---|---|
| Contingency (15%) | $16,536.75 |
| *TOTAL FA COSTS* | *$126,781.75* |
| | |
| Design | $22,820.72 |
| QA | $8,874.72 |
| Permitting | $6,500.00 |
| Manure Management Plan / Prescribed Grazing Plan | $1,500.00 |
| *TOTAL TA COSTS* | *$39,695.44* |
| | |
| **TOTAL COSTS** | **$166,477.19** |