

ZHB REGULAR MEETING
UPPER DUBLIN TOWNSHIP ZONING HEARING BOARD
MONDAY, MARCH 22, 2021 | 7:30 PM
Virtual

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

PACKET CONTENTS

Contents of Zoning Hearing Board Packet

#2354: MICHAEL DEMAR OF 1452 BARTON DRIVE, FORT WASHINGTON, PA 19034

Requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

#2356: VIOLET MINOR OF 113 GIRARD AVENUE, GLENSIDE, PA 19038 FOR THE PROPERTY AT 162 LOGAN AVENUE

Requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

**#2357: OUR LADY OF MERCY SCHOOL OF 33 CONWELL AVENUE, MAPLE GLEN,
PA 19002**

Requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

**#2358: AUSTIN AND LIZ DALY OF 608 WISCHMAN AVENUE, ORELAND, PA
19075**

Request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

#2359: KEITH MCCALL OF 565 MEADOWBROOK AVENUE, AMBLER, PA 19002

Requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

Zoning Hearing Board Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Jesse Conte

Submitting Department:

Item Type: Informational

Agenda Section:

Subject:

Contents of Zoning Hearing Board Packet

Suggested Action:

Attachments:

[ZBNotice-20210322.pdf](#)

[AgendaZB-20210322.pdf](#)

ZONING HEARING NOTICE UPPER DUBLIN TOWNSHIP

The Upper Dublin Township Zoning Hearing Board will hold public hearings on Monday, March 22, 2021 at 7:30 pm. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>.

The Zoning Hearing Board will hear and take testimony on the following applications:

#2354: *Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034* requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

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#2357: *Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002* requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075* request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

The Zoning Hearing Board may also consider action on any pending court appeals.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific

application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Community Planner and Zoning Officer
801 Loch Alsh Avenue, Fort Washington, PA. 19034
215-643-1600, ext. 3213
jennis@upperdublin.net

Advertisement: March 7 and 14, 2021 – Ambler Gazette

AGENDA

Upper Dublin Township Zoning Hearing Board Monday, March 22, 2021 @ 7:30 pm

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Next meeting – Monday, April 26, 2021 at 7:30 PM

Zoning Hearing Board Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Jesse Conte

Submitting Department:

Item Type: Discussion

Agenda Section:

Subject:

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Suggested Action:

Attachments:

[2354Advertisement.pdf](#)

[2354Application.pdf](#)

[2354BldgImp.pdf](#)

[2354Deed.pdf](#)

[2354Ltr.pdf](#)

[2354NoticePosting.pdf](#)

[2354Petition.pdf](#)

[2354Photos.pdf](#)

[2354Plan.pdf](#)

[2354VarianceAmendment.pdf](#)

ZONING HEARING NOTICE UPPER DUBLIN TOWNSHIP

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Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Community Planner and Zoning Officer
801 Loch Alsh Avenue, Fort Washington, PA. 19034
215-643-1600, ext. 3213
jennis@upperdublin.net

Advertisement: March 7 and 14, 2021 – [Ambler Gazette](#)

Ennis, James

From: mschmid@montgomerynews.com on behalf of Montgomery News Legal
<legal@montgomerynews.com>
Sent: Monday, March 01, 2021 2:22 PM
To: Ennis, James
Subject: Re: Legal Advertisement for Upcoming March 22, 2021 Zoning Hearing Board

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

Thanks Jim, I have scheduled it.

On Mon, Mar 1, 2021 at 1:54 PM Ennis, James <jennis@upperdublin.net> wrote:

Hello Maureen,

Upper Dublin Township kindly requests the attached advertisement for the March 22nd Zoning Hearing Board meeting appear in the Ambler Gazette on March 7, 2021 and March 14, 2021. Please confirm receipt of this message at your earliest convenience, as well as confirm everything stated within the attached document can be advertised. This request is due to the Zoning Hearing Board conducting the meeting remotely through Zoom and ensuring all interested parties are aware of how to access the meeting and/or provide input by email. Also, please provide proof of publication.

Thanks!

JIM ENNIS, AICP
Community Planner/Zoning Officer

Upper Dublin Township

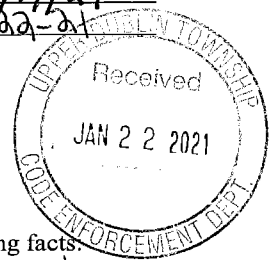
801 Loch Alsh Avenue, Fort Washington, PA 19034

O 215.643.1600 x3213
E jennis@upperdublin.net

W www.upperdublin.net

2nd Appearance 2
 1st Ad - 3/7/21
 2nd Ad - 3/14/21
 Date of Hearing - 3/22/21

Date Received: 1-22-21
 Fee Paid: \$500.00
 1st Ad 2/7/21 / 2nd Ad 3/14/21
 Date of Hearing: 2-22-21



UPPER DUBLIN TOWNSHIP
 ZONING HEARING BOARD
 APPLICATION # 2354

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:

email: marcus@fisherbroexteriors.com

email: mikedemar@comcast.net

Name of Applicant: Marcus Ebersol

Name of Owner: Michael Demar

Address: 249 S. Belmont Road

Address: 1452 Barton Drive

City, State and Zip: Paradise, PA 17562

City, State and Zip: Fort Washington, PA 19034

Phone Number: 717.687.6371

Phone Number: 2672401409

Name of Attorney: N/A

Attorney Phone Number: _____

Address: _____ City: _____ State: _____ ZIP _____

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Code Enforcement Department in which we were:

- Refused a building Permit
- Given conditional approval of a subdivision plan
- Other (specify) _____
- Ordered to Cease a current use

This appeal seeks:

- An interpretation of the ordinance or map
- A special exception under Article _____, Section _____, Subsection _____, Paragraph _____
- A Variance relating to the Use, Area, Frontage, Yard, Height, Parking, Other (specify) Side set back, Deck SF, Deck extension length. Impervious Coverage

The applicable provisions of the Zoning Ordinance are as follows:

Chapter <u>255</u>	Section <u>255-43.1</u>	Subsection <u>B</u>	Paragraph _____
Chapter <u>255</u>	Section <u>255-39.1</u>	Subsection _____	Paragraph _____
Chapter _____	Section _____	Subsection _____	Paragraph _____
Chapter _____	Section _____	Subsection _____	Paragraph _____

The description of the property involved in this appeal is as follows:

Street Number: 1452 Street Name: Barton Deed Book: 6177 Page 00096
 Block Number: 51 Unit Number: 160 Parcel Number: 540001769463
 Zoning District: A-2 Served by Public Sewer (y/n) NA Served by Public Water (y/n) NA
 Lot Size: 16436 SF Lot Dimensions: 141 X IRR 16436 Street Frontage: 141

Describe the present use of the property and the existing improvements: Residential Single Family Residence

Existing 414 will be torn out and be replaced

Describe the proposed use of the property and the proposed improvements: Replacing Deck with new 744 SF Deck,

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No

If yes, please describe NA

Is this property a part of a subdivision heretofore approved by the Township? Yes No

If Yes, give name of subdivision Dublin Chase Date of approval by Township 8/20/84

Revised *TE*

BUILDING & IMPERVIOUS COVERAGE FORM

Property Location: 1452 Barton Drive, Fort Washington Pa	Date: 3.1.21
Zoning District: A-2	Owner Name: Michael Demar
Lot Size: 16436	

Part A - Building Coverage

EXISTING	Length	x	Width	=	Square Feet	Notes / Removals / Reductions
House		x		=	2360	
Garage		x		=		
Shed		x		=		
Gazebo		x		=		
		x		=		
		x		=		
NEW / ADDITIONS - SEE REQUIREMENTS ON PAGE 1 FOR STORMWATER MANAGEMENT:						
Pavilion		x		=	160	
		x		=		
		x		=		
TOTAL - PART A					2520	

Total - Part A:	2520	÷	Lot Size:	16436	=	% of Building Coverage:	15.3
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Part B - Impervious Surface

EXISTING	Length	x	Width	=	Square Feet	Notes / Removals / Reductions
Driveway		x		=	1400	
Walkways		x		=	175	
Patio		x		=		
Deck		x		=	305	465 Existing - 160 Pavilion = 305 SF
Sports Court		x		=		
Pool (Water Surface)		x		=		
Pool (Decking)		x		=		
		x		=		
		x		=		
NEW / ADDITIONS - SEE REQUIREMENTS ON PAGE 1 FOR STORMWATER MANAGEMENT:						
Deck Addition		x		=	399	
		x		=		
		x		=		
		x		=		
TOTAL - PART B					2279	

Total - Part B:	2279	÷	Lot Size:	16436	=	% of Impervious Surface:	13.8
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% of Building Coverage from Part A Above:	15.3	+	% of Impervious Surface from Part B Above:	13.8	=	TOTAL IMPERVIOUS AREA	29.1
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The above information has been completed to the best of my knowledge.

Marcus Ebersol

3.1.21

Completed by (Printed Name)

Signature

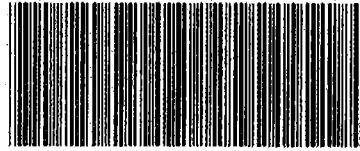
Date



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6177 PG 00096 to 00100
INSTRUMENT # : 2020024265
RECORDED DATE: 04/07/2020 09:43:57 AM



5750893-0020W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 6022069 - 2 Doc(s)
Document Date: 02/12/2020	Document Page Count: 4
Reference Info:	Operator Id: msanabia
RETURN TO: (Simplifile) 1st Advantage Abstract LLC 80 2nd Street Pike Suite 4 Southampton, PA 18966-3800 (215) 357-8485	PAID BY: 1ST ADVANTAGE ABSTRACT LLC
* PROPERTY DATA:	
Parcel ID #: 54-00-01769-46-3	
Address: 1452 BARTON DR	
	FT WASHINGTON PA 19034
Municipality: Upper Dublin Township (100%)	
School District: Upper Dublin	
* ASSOCIATED DOCUMENT(S):	


CONSIDERATION/SECURED AMT: \$1.00

FEES / TAXES:

Recording Fee: Deed	\$86.75
Additional Names Fee	\$0.50
Affordable Housing Names	\$0.50
Total:	\$87.75

DEED BK 6177 PG 00096 to 00100
Recorded Date: 04/07/2020 09:43:57 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared by and Return to:

1st Advantage Abstract, LLC
80 2nd Street Pike
Suite 7
Southampton, PA 18966
215-357-8485

File No. FAA-20-4073

UPI # 540001769463

***This Deed is Transfer Tax Exempt Going from
Sister to Brother and His Wife***

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-01769-46-3 UPPER DUBLIN TOWNSHIP
1452 BARTON DR
DEMAR HEATHER & DEMAR MELANIE & MICHAEL \$15.00
B 051 L U 160 1101 04/01/2020 LG

This Indenture, made the 12th day of February, 2020,

Between

MICHAEL DEMAR, MELANIE DEMAR AND HEATHER DEMAR

(hereinafter called the Grantors), of the one part, and

MICHAEL DEMAR AND MELANIE DEMAR

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of **One And 00/100 Dollars (\$1.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

ALL THAT CERTAIN LOT OR PIECE OF GROUND, SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AND DESCRIBED ACCORDING TO A FINAL PLAN OF "DUBLIN CHASE" MADE BY MICHAEL BRILTS, REGISTERED SURVEYOR, DATED 07/02/1984 AND LAST REVISED 08/20/1984 AND RECORDED IN MONTGOMERY COUNTY IN PLAN BOOK A-46, PAGE 50, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT OF CURVE ON THE NORTHWESTERLY SIDE OF BARTON DRIVE (50 FEET WIDE) WHICH POINT IS MEASURED THE THREE FOLLOWING COURSES AND DISTANCES FROM A POINT OF CURVE ON THE SOUTHEASTERLY SIDE OF WARDEN WAY (50 FEET WIDE), VIZ: (1) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 15 FEET THE ARC DISTANCE OF 23.56 FEET TO A POINT; (2) SOUTH 16 DEGREES 08 MINUTES 00 SECONDS EAST 961.00 FEET TO A POINT OF CURVE; AND (3) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 200 FEET THE ARC DISTANCE OF 290.70 FEET TO THE PLACE OF BEGINNING; THENCE EXTENDING FROM SAID POINT OF BEGINNING, ALONG THE LOT NO. 124, NORTH 17 DEGREES 08 MINUTES 28 SECONDS WEST THROUGH THE BED OF A CERTAIN TRANSCONTINENTAL GAS PIPE LINE CORP. RIGHT OF WAY 164.65 FEET TO A POINT IN THE BED OF SAME AND ALSO BEING A

COMER OF LOT NO. 21; THENCE EXTENDING ALONG THE SAME, NORTH 73 DEGREES 52 MINUTES 00 SECONDS EAST CROSSING THE NORTHEASTERLY SIDE OF SAID RIGHT OF WAY 62.77 FEET TO A POINT A COMER OF LOT NO. 122; THENCE EXTENDING ALONG THE SAME, SOUTH 45 DEGREES 38 MINUTES 00 SECONDS EAST 152.45 FEET TO A POINT ON THE SAID NORTHWESTERLY SIDE OF BARTON DRIVE; THENCE EXTENDING ALONG THE SAME, THE TWO FOLLOWING COURSES AND DISTANCES, VIZ: (1) SOUTH 44 DEGREES 22 MINUTES 00 SECONDS WEST 15.00 FEET TO A POINT OF CURVE THEREON; AND (2) NORTHWESTWARDLY ON THE ARC OF A CIRCLE CURVING TO THE RIGHT, RE-CROSSING THE SAID SOUTHEASTERLY SIDE OF SAID RIGHT OF WAY, HAVING A RADIUS OF 200 FEET THE ARC DISTANCE OF 126.43 FEET TO THE FIRST MENTIONED POINT OF CURVE AND PLACE OF BEGINNING.

BEING LOT NO. 123 AS SHOWN ON SAID PLAN.

PARCEL NO. 54-00-01769-46-3

BEING THE SAME premises which Donald L. Miller and Jill Y. Miller by Indenture bearing date the 5th day of July 2017 and as recorded at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery on the 19th day of July 2017 in Deed Book 6053 page 1529 granted and conveyed unto Heather DeMar, Melaine DeMar and Michael DeMar in fee.

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

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

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

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

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

[Handwritten signatures]

[Handwritten signature] {SEAL}
Michael DeMar
[Handwritten signature] {SEAL}
Melanie DeMar
[Handwritten signature] {SEAL}
Heather DeMar

Commonwealth of Pennsylvania }
County of Montgomery } ss

On this, the 12th day of February, 2020, before me, the undersigned Notary Public, personally appeared **Michael DeMar, Melanie DeMar and Heather DeMar**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

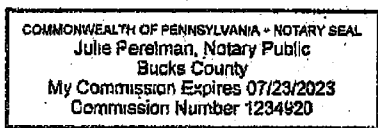
[Handwritten signature]

Notary Public
My commission expires _____

The precise residence and the complete post office address of the above-named Grantees is:
**1452 Barton Drive
Fort Washington, PA 19034**

[Handwritten signature]

On behalf of the Grantees



Deed

UPI # 540001769463

Michael DeMar, Melanie DeMar and
Heather DeMar

TO

Michael DeMar and Melanie DeMar

1st Advantage Abstract, LLC
80 2nd Street Pike
Suite 7
Southampton, PA 18966
Telephone: 215-357-8485 Fax: 215-357-0811

We, Michael and Melanie Demar, believe that the Zoning Board should approve this request because in the wake of recent events, we have seen less and less of our families. We have been forced, by Covid 19, to do things differently and follow rules from the CDC and Montgomery County Department of Health that we never had to before.


We are a house that welcomes anyone and everyone to our home. Doesn't matter if it is special occasions, milestones in our lives or our families lives, or just a reason to be together with friends. Over the past 11 months, we have had limited interaction with our family and friends due to Covid 19.

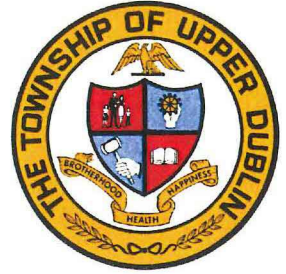
While we do have a deck that is currently on our property, we are limited as to how many people we could have on our current deck. With the rules and regulations that limited people in our house, we tried to take as much as we could outdoors.

When we started the idea of adding a new space on our house, we realized that we could have a 3 season space vs the 2 season space that we currently have. We can elongate our current deck to allow for that to happen. By adding a small addition to our current deck that will allow us to have that 3 season space.

A 3 season space will allow us to continue to follow guidelines set forth from the CDC. There is no end in sight of Covid 19 and because of that, we are asking for an approval for this variance so we can continue to spend time with our family for annual celebrations and milestones.

In addition to the above reasons, we also feel that the addition of this space will highly increase the value of our property when the time comes to sell our house and another family enters Upper Dublin Township.

Michael Demar




NOTICE OF PUBLIC HEARING

IRA S. TACKEL
President

ROBERT H. MCGUCKIN
Vice President

LIZ FERRY

GARY V. SCARPELLO

MEREDITH L. FERLEGER

ALYSON J. FRITZGES

CHERYL KNIGHT

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance on **Monday, March 22, 2021 at 7:30 PM**. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>. During this meeting an application concerning **1452 Barton Drive, Fort Washington, PA 19034** will be heard.


#2354: *Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034* requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

A copy of the application is on file in the Code Enforcement Department and may be seen upon request.

By Order of the Zoning Hearing Board.


Jim Ennis
Zoning Officer

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

If you are not able to attend the hearing, written comments may be entered into the record by submitting them in advance to the Department of Code Enforcement.

Advertisement Dates March 7 and 14, 2021 – Ambler Gazette

DORTHEIMER EVAN & MILLER JESSICA
1463 BARTON DR
FORT WASHINGTON PA 19034-2823

BORTZ ANDREW M & JANE V
1460 BARTON DR
FORT WASHINGTON PA 19034-2821

MICHELS JOHN P & MAUREEN E
1483 BARTON DR
FORT WASHINGTON PA 19034-2823

SCHWARTZBURT PRIYA CHHUGANI &
1467 BARTON DR
FORT WASHINGTON PA 19034

KLEIN MICHAEL C & JENNIFER L
1444 BARTON DR
FORT WASHINGTON PA 19034-2821

SALEMNO PETER M
1432 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

DEMAR MICHAEL & DEMAR MELANIE
1452 BARTON DR
FORT WASHINGTON PA 19034

CRANAGE STEPHEN A
1443 BARTON DR
FORT WASHINGTON PA 19034-2823

ALSHER MAURY & SALLY
1440 BARTON DR
FORT WASHINGTON PA 19034-2821

UEHLING JOHN & KATELYN
1451 BARTON DR
FORT WASHINGTON PA 19034-2823

UPPER DUBLIN TWP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034-1651

AMANTULLAH SAMIRAH
PO BOX 503
FORT WASHINGTON PA 19034-0503

LI SHOWWU & YONG H
1471 BARTON DR
FORT WASHINGTON PA 19034-2823

LEVINE MICHAEL & JACALYN
1479 BARTON DR
FORT WASHINGTON PA 19034-2823

SCHULTZ ROBERT D & SEANNE
1434 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

LEE GILBERT & LEENA
1448 BARTON DR
FORT WASHINGTON PA 19034-2821

TOLL THOMAS E JR & ESGUERRA-TOLL
MARTHA
1040 CAMP HILL RD
FORT WASHINGTON PA 19034-2811

DETHLOFF RANSON JR & MAUREEN
1430 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

LAHOOD VICTOR & FRANCINE
1456 BARTON DR
FORT WASHINGTON PA 19034-2821

NGOV LY Z & LEE CHRSTIPHER S
1464 BARTON DR
FORT WASHINGTON PA 19034-2821

DETHLOFF RANSON JR & MAUREEN

UPPER DUBLIN TWP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034-1651

HILBERT TIMOTHY C & DEBRA B
1439 BARTON DR
FORT WASHINGTON PA 19034-2823

SALEMNO FRANK M & BEVERLY
1432 HIGHLAND AVE
FORT WASHINGTON PA 19034

SNYDER MICHAEL I
1447 BARTON DR
FORT WASHINGTON PA 19034

DETHLOFF RANSON JR & MAUREEN
1430 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

AMANTULLAH SAMIRAH
PO BOX 503
FORT WASHINGTON PA 19034-0503

STARFIELD DAVID W & PAMELA S
1475 BARTON DR
FORT WASHINGTON PA 19034-2823

DETHLOFF RANSON JR & MAUREEN

BIEDLINGMAIER KRIS C & FRANCIS
1426 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

VOSBIKIAN JAMES J & MARTA
1487 BARTON DR
FORT WASHINGTON PA 19034-2823

DELFINER GREG A & MARNA D
1491 BARTON DR
FORT WASHINGTON PA 19034-2823

EGAN SEAN J & LISA C
1495 BARTON DR
FORT WASHINGTON PA 19034

ROSENAU JOHN & BARBARA B
1435 BARTON DR
FORT WASHINGTON PA 19034-2823

METTE THOMAS E SR & KAREN M
1424 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

MOWER THOMAS A & JENNIE M
1420 HIGHLAND AVE
FT WASHINGTON PA 19034

SCHULTZ ROBERT D & SEANNE
1434 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

ZUBROW ALAN B & MARLENE
1431 BARTON DR
FORT WASHINGTON PA 19034-2823

LATTIMORE C BENJAMIN & MARISA
1428 BARTON DR
FORT WASHINGTON PA 19034-2821

BIEDLINGMAIER KRIS C & FRANCIS
1426 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

DUDZIC THOMAS E & SARAH E
5 PETTY CIR
FORT WASHINGTON PA 19034

BROUSE TIMOTHY M & MICHELLE L
1035 PINETOWN RD
FORT WASHINGTON PA 19034-1609

JOSEPHS DAVID J & WENDY
1468 BARTON DR
FORT WASHINGTON PA 19034-2821

MCCARTHY MICHAEL A & ALDA
1422 HIGHLAND AVE
FORT WASHINGTON PA 19034

MOWER THOMAS A & JENNIE M
1420 HIGHLAND AVE
FT WASHINGTON PA 19034

PRASOL CHRISTIAN
1436 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

PINCUS JEREMY E
4 PETTY CIR
FORT WASHINGTON PA 19034-2825

GEVURTZ RONALD & CECELIA
1423 BARTON DR
FORT WASHINGTON PA 19034-2823

HIRSCH MICHAEL A & JOANNE L
1436 BARTON DR
FORT WASHINGTON PA 19034-2821

ROSELLI MARCO
1110 CAMP HILL RD
FORT WASHINGTON PA 19034

MUKHERJEE MAITREYEE
PO BOX 252
FORT WASHINGTON PA 19034

METTE THOMAS E SR & KAREN M
1424 HIGHLAND AVE
FORT WASHINGTON PA 19034-2807

BASSMAN ALAN & HEATHER
1432 BARTON DR
FORT WASHINGTON PA 19034

GILLEN BONNIE
109 ELBOW LN
FORT WASHINGTON PA 19034

MCCARTHY MICHAEL A & ALDA
1422 HIGHLAND AVE
FORT WASHINGTON PA 19034

EBLE JOSEPH & JEAN B
106 ELBOW LN
FORT WASHINGTON PA 19034-2841

DOUGLAS YOUNG & GORDIN KIRA
1427 BARTON DR
FORT WASHINGTON PA 19034

03/05/2021 11:53AM



NOTICE OF PUBLIC HEARING

BEFORE ZONING HEARING BOARD
UPPER DUBLIN TWP., MONTG. CO., PA

2354

A hearing will be held on the application of:

Michael Demar

at the Upper Dublin Township, 801 Loch Alsh Avenue, Fort

Washington, PA. 19034 on:

Monday, March 22, 2021 @ 7:30 P.M.

Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>

The property involved is on:

1452 Barton Drive

#2354: Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034 requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Zoning Officer

801 Loch Alsh Avenue

Fort Washington, PA. 19034

(215) 643-1600, Ext. 3213

Petition

Upper Dublin Township Zoning Hearing Board
In Re: 1452 Barton Drive, Fort Washington, PA

We, the undersigned residents of Upper Dublin Township have reviewed the plan submitted by Michael and Melanie Demar with regard to the improvement of their property at 1452 Barton Drive, Fort Washington, PA 19034. We understand that in order to implement those improvements, the Demar's need relief from the Zoning Hearing Board with regard to impervious coverage on the property, and we fully support the Application and respectfully request that the Board grant the requested relief.

Name	Address
Kathryn Uehling	1451 Barton Rd. Ft Washington PA 19034
Jessica Miller	1463 Barton Dr. 19034
Priya Schwartzbart	1467 Barton Dr. Ft Washington, 19034
Jane Bortz	1460 Barton Dr. Ft Washington 19034
Victor LaHood	1456 Barton Dr Ft Wash. 19034
Leena Lee	1448 Barton Drive Ft Washington 19034
JEFF CRAMAGE	1443 BARTON DRIVE FT WASH 19034
Jennifer Klein	1444 Barton Dr. Ft Wash PA 19034



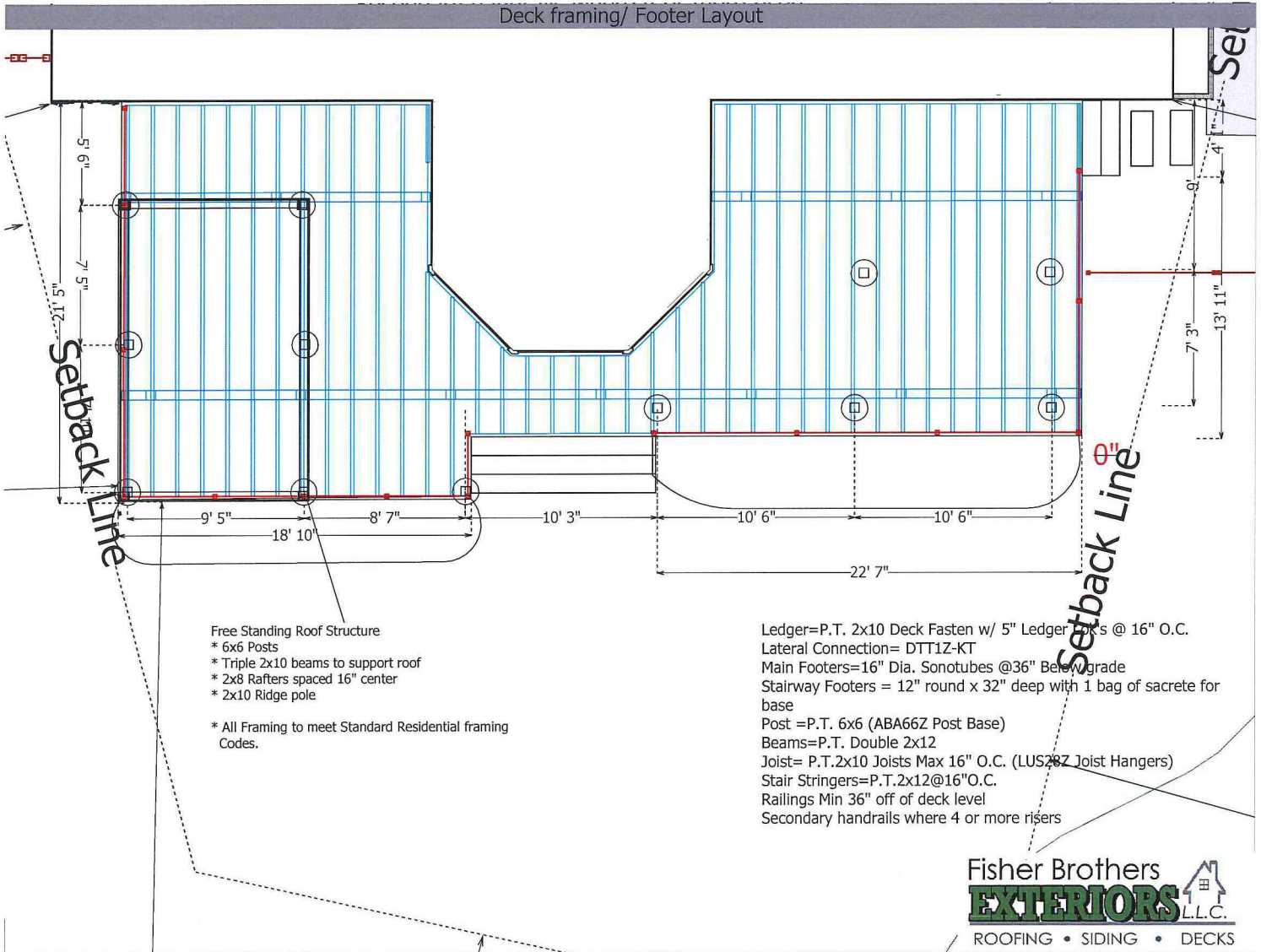






Revised - J.E
3/16/21

Deck framing/ Footer Layout



- Free Standing Roof Structure
- * 6x6 Posts
 - * Triple 2x10 beams to support roof
 - * 2x8 Rafters spaced 16" center
 - * 2x10 Ridge pole
- * All Framing to meet Standard Residential framing Codes.

- Ledger=P.T. 2x10 Deck Fasten w/ 5" Ledger Loks @ 16" O.C.
- Lateral Connection= DTT1Z-KT
- Main Footers=16" Dia. Sonotubes @36" Below grade
- Stairway Footers = 12" round x 32" deep with 1 bag of sacrete for base
- Post =P.T. 6x6 (ABA66Z Post Base)
- Beams=P.T. Double 2x12
- Joist= P.T.2x10 Joists Max 16" O.C. (LUS28Z Joist Hangers)
- Stair Stringers=P.T.2x12@16"O.C.
- Railings Min 36" off of deck level
- Secondary handrails where 4 or more risers

Fisher Brothers
EXTERIORS L.L.C.
ROOFING • SIDING • DECKS

James Ennis
Zoning Officer
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Mr. Ennis

Please accept this letter as acknowledgement of the additional variance request and consent of Michael and Melanie Demar adding the below variance to the current variance application:

Variance 255-43.1.B, to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted.

Respectfully Yours,

Michael Demar *Melanie Demar*

Michael Demar and Melanie Demar
1452 Barton Drive
Fort Washington, PA 19034

Zoning Hearing Board Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Jesse Conte

Submitting Department:

Item Type: Discussion

Agenda Section:

Subject:

Requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

Suggested Action:

Attachments:

[2356Advertisement.pdf](#)

[2356Application.pdf](#)

[2356Deed.pdf](#)

[2356Exhibits.pdf](#)

[2356Ltr.pdf](#)

[2356NeighborComplaint.pdf](#)

[2356NoticePosting.pdf](#)

[2356Plans.pdf](#)

[2356Receipt.pdf](#)

Ennis, James

From: mschmid@montgomerynews.com on behalf of Montgomery News Legal
<legal@montgomerynews.com>
Sent: Monday, March 01, 2021 2:22 PM
To: Ennis, James
Subject: Re: Legal Advertisement for Upcoming March 22, 2021 Zoning Hearing Board

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

Thanks Jim, I have scheduled it.

On Mon, Mar 1, 2021 at 1:54 PM Ennis, James <jennis@upperdublin.net> wrote:

Hello Maureen,

Upper Dublin Township kindly requests the attached advertisement for the March 22nd Zoning Hearing Board meeting appear in the Ambler Gazette on March 7, 2021 and March 14, 2021. Please confirm receipt of this message at your earliest convenience, as well as confirm everything stated within the attached document can be advertised. This request is due to the Zoning Hearing Board conducting the meeting remotely through Zoom and ensuring all interested parties are aware of how to access the meeting and/or provide input by email. Also, please provide proof of publication.

Thanks!

JIM ENNIS, AICP
Community Planner/Zoning Officer

Upper Dublin Township

801 Loch Alsh Avenue, Fort Washington, PA 19034

O 215.643.1600 x3213
E jennis@upperdublin.net

W www.upperdublin.net

ZONING HEARING NOTICE UPPER DUBLIN TOWNSHIP

The Upper Dublin Township Zoning Hearing Board will hold public hearings on Monday, March 22, 2021 at 7:30 pm. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>.

The Zoning Hearing Board will hear and take testimony on the following applications:

#2354: *Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034* requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

#2356: *Violet Minor of 113 Girard Avenue, Glenside, PA 19038* for the property at 162 Logan Avenue requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

#2357: *Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002* requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075* request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

The Zoning Hearing Board may also consider action on any pending court appeals.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific

application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Community Planner and Zoning Officer
801 Loch Alsh Avenue, Fort Washington, PA. 19034
215-643-1600, ext. 3213
jennis@upperdublin.net

Advertisement: March 7 and 14, 2021 – [Ambler Gazette](#)

Date Received: 2-10-21
 Fee Paid: \$500.00
 1st Ad: 3/7/21 /2nd Ad: 3/4/21
 Date of Hearing: 5-22-21

UPPER DUBLIN TOWNSHIP
 ZONING HEARING BOARD
 APPLICATION # 2356



Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:

Name of Applicant: M & M Building Co. LLC Name of Owner: Violet Minor
 Address: 920 S. Broad Street Address: 113 Girard Avenue
 City, State and Zip: Lansdale, PA 19446 City, State and Zip: Glenside, PA 19038
 Phone Number: 215-362-2072 Phone Number: _____
 Name of Attorney: Carl N. Weiner Attorney Phone Number: 215-661-0400
 Address: 375 Morris Road City: Lansdale State: PA ZIP 19446-0773
 email: CWeiner@hrmml.com

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Code Enforcement Department in which we were:

- Refused a building Permit
- Given conditional approval of a subdivision plan
- Other (specify) Requesting variance from 255-17-B
- Ordered to Cease a current use

This appeal seeks:

- An interpretation of the ordinance or map
- A special exception under Article _____, Section _____, Subsection _____, Paragraph _____
- A Variance relating to the Use, Area, Frontage, Yard, Height, Parking, Other (specify) _____

The applicable provisions of the Zoning Ordinance are as follows:

Chapter 255 Section 17 Subsection B Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____

The description of the property involved in this appeal is as follows:

Street Number: 162 Street Name: Logan Avenue Deed Book: 5310 Page 00683
 Block Number: 063 Unit Number: 035 Parcel Number: 54-00-11110-005
 Zoning District: NH Served by Public Sewer (y/n) Y Served by Public Water (y/n) Y
 Lot Size: 5500 SF Lot Dimensions: 50 ft x 110 ft Street Frontage: 50

Describe the present use of the property and the existing improvements: The present use of the property is a vacant lot.

Describe the proposed use of the property and the proposed improvements: The proposed use of the property is to build a house in the same character of the surrounding area.

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No

If yes, please describe _____

Is this property a part of a subdivision heretofore approved by the Township? Yes No

If Yes, give name of subdivision Edge Hill Land Association Date of approval by Township unknown but lot has existed since at least 1891.

I/We believe that the Zoning Board should approve this request because: See attached narrative.

STATE OF PENNSYLVANIA:
COUNTY OF MONTGOMERY: SS

M & M Building Co. LLC BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S)
AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Sworn and subscribed to

NOTARIAL SEAL
Dawn Mikos, Notary Public
Upper Gwynedd Twp., Montgomery County
My Commission Expires Sept. 27, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

~~Applicant~~

Applicant

before me, this 20th
of JANUARY, 2021

Dawn Mikos
Notary Public

Commonwealth of Pennsylvania - Notary Seal
LISA MARIE HEYWARD - Notary Public
Delaware County
My Commission Expires Jun 22, 2024
Commission Number 1362493

Property owner(s) must join in the above application.

Sworn and subscribed to

[Signature]
Owner

before me, this 14th day
of January, 2021 ^{Jan 11/11/2021}

Lisa Marie Heyward
Notary Public

Owner

This application must be filled out and signed by the owner and if different the applicant and filed with the Zoning officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

- 1. Copy of the deed showing current ownership.
- 2. Copies of leases or agreements affecting the premises.
- 3. Notarized zoning application & corporate sealed for companies.
- 4. Eight copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Registered Land Surveyor unless this requirement is

waived by the Director of Code Enforcement.

ATTACHMENT TO UPPER DUBLIN TOWNSHIP
ZONING HEARING BOARD APPLICATION
APPLICANT: M&M Building Co. LLC
PROPERTY: 162 Logan Avenue

I/We believe that the Zoning Board should approve this request because: The proposed property at 162 Logan Avenue complies with all requirements of the NH-North Hill District in the Zoning Ordinance other than the front yard variance requested from Zoning Ordinance Section 255-17-B. If a 30' front yard is created along Chestnut Avenue, then there will be an unbuildable building envelope of approximately 20' in width. If the requested variance from Section 255-17-B is granted, the property will have a 30' front yard along Logan Avenue and a 10' side yard along Chestnut Avenue and will have a building envelope which will permit reasonable use of the property. The proposed layout and use of 162 Logan Avenue is in character with the rest of the neighborhood in that the 30' front yard of nearly all homes in the vicinity is along Logan Avenue or parallel streets. The proposed home to be built on the lot is in character with the surrounding neighborhood. The variance requested is the minimum to afford relief for reasonable use of the lot and will have no adverse impact on surrounding properties.

This Indenture Made the 8th day of January in the year of our Lord Two Thousand Between

day of (2000) 50
13.00
13.00
5.00
2.00
8

DARL MINOR, (hereinafter called the Grantor), of the one part, and

VIOLET MINOR, (hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantor

for and in consideration of the sum of

ONE DOLLAR (\$1.00) lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, her heirs and assigns,

004800 PH 2-28

ALL THOSE TWO CERTAIN lots or pieces of ground being Lots Nos. 261 and 262 on the revised plan of lots of the Edge Hill Land Association, situate at the intersection of the northwesterly side of Logan Avenue and the southwesterly side of Chestnut Avenue, Upper Dublin Township, Montgomery County, State of Pennsylvania.

CONTAINING in front or breadth on the said Logan Avenue (fifty feet) fifty feet and extending in length or depth one hundred and ten feet.

BEING the same premises which George K. Minor and Violet Minor, his wife by Deed bearing date the 10th day of January, 1979, and recorded at Norristown in the Office for the Recording of Deeds, in and for the County of Montgomery, in Deed Book 4382 page 214 granted and conveyed unto the said Darl Minor, in fee.

UNDER AND SUBJECT to certain restrictions of record.

BEING PARCEL NO. 54-00-11110-00-5

THIS TRANSFER represents a transfer from son to mother, and is therefore tax exempt.

REALTY TRANS. TAX PAID
STATE
LOCAL
PER

DB5310PG0683



Together with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

him, the said grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot^s or piece^s of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns forever.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-11110-00-5 UPPER DUBLIN
LOGAN AVE
MINOR DARL
B 063 U 035 L 2102 DATE: 03/14/00

And the said Grantor, for himself, his heirs,

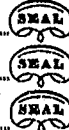
executors and administrators do es covenant, promise and agree, to and with the said Grantee, her heirs and assigns, by these presents, that he the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against him the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them, or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the party of the first part hereunto set a his hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Darl Minor
DARL MINOR



0B5310PG0684



Commonwealth of Pennsylvania
County of Montgomery } ss:

On this, the 8 day of Jan, 2008, before me, a Notary Public for
the Commonwealth of Pennsylvania, residing in the Patricia Marie Angelo, Notary Public
personally appeared DARL MINOR the undersigned Officer,

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within
instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.
Patricia Marie Angelo, Notary Public
Abington Township, Montgomery County
My Comm. Expires Sept. 1, 2002
Member, Publicly Held Association of Notaries

Patricia Marie Angelo
Notary Public

DEED

DARL MINOR

TO:

VIOLET MINOR

PARCEL NO. 54-00-11110-00-5

PREMISES:

Lots Nos. 261 and 262
Chestnut Avenue
Upper Dublin Township
Montgomery County, PA

7528 John C. Clark Co., Phila.

PETER E. BORT, ESQ.
Solomon, Berschler, Warren,
Schatz & Flood, P.C.
522 Swede Street
Norristown, PA 19401
(610) 279-4300



Magazine Bekumbashi

The address of the above-named Grantee
is 113 Girard Avenue
North Hills, PA 19038
On behalf of the Grantee

085310PG0685



STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES

BUYER(S): M & M Building Co LLC and/or assignee
SELLER(S): Violet Minor
BUYER'S MAILING ADDRESS:
SELLER'S MAILING ADDRESS:

PROPERTY

See Property Description Addendum
ADDRESS (including postal city) 0 Logan Ave
ZIP 19038
in the municipality of Upper Dublin Twp, County of Montgomery
in the School District of Upper Dublin, in the Commonwealth of Pennsylvania.
Tax ID #(s) 54-00-11110-005
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date; Control #):

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Buyer is not represented by a broker)
Broker (Company) Long & Foster Herling Team
Company License #
Company Address 775 Penllyn-Blue Bell Pike, Blue Bell, PA 19422
Company Phone (215)643-2500
Company Fax (215)643-1500
Broker is (check only one):
[X] Buyer Agent (Broker represents Buyer only)
Dual Agent (See Dual and/or Designated Agent box below)
Licensee(s) (Name) Patricia Herling, Arthur Herling III
State License #
Direct Phone(s) (215)-429-9424
Cell Phone(s)
Email patricia.herling@l.f.com
Licensee(s) is (check only one):
[X] Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

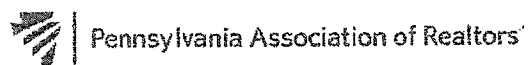
No Business Relationship (Seller is not represented by a broker)
Broker (Company) Realty Mark Cityscape
Company License #
Company Address 677 Dekalb Pike, King of Prussia, PA 19406
Company Phone
Company Fax
Broker is (check only one):
[X] Seller Agent (Broker represents Seller only)
Dual Agent (See Dual and/or Designated Agent box below)
Licensee(s) (Name) Dirk Parker
State License #
Direct Phone(s) (215)583-7777
Cell Phone(s)
Email d21parker@gmail.com
Licensee(s) is (check only one):
[X] Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: Seller Initials: VM



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- 1 1. By this Agreement, dated September 2, 2020
- 2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
- 3 2. PURCHASE PRICE AND DEPOSITS (1-16)
- 4 (A) Purchase Price _____
- 5 _____
- 6 _____ U.S. Dollars), to be paid by Buyer as follows:
- 7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
- 8 if not included with this Agreement: \$ _____
- 9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 10 3. After Due Diligence \$ _____
- 11 Remaining balance will be paid at settlement.
- 12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
- 13 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by
- 14 personal check.
- 15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless
- 16 otherwise stated here: Security Abstract), who will retain
- 17 deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this
- 18 Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real
- 19 Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
- 20 3. SELLER ASSIST (If Applicable) (2-12)
- 21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buy-
- 22 er's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved
- 23 by mortgage lender.
- 24 4. SETTLEMENT AND POSSESSION (1-16)
- 25 (A) Settlement Date is _____, or before if Buyer and Seller agree.
- 26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
- 27 Buyer and Seller agree otherwise.
- 28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
- 29 current taxes; rents; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service
- 30 fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer
- 31 will pay for all days following settlement, unless otherwise stated here: _____
- 32 _____
- 33 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
- 34 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 35 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
- 36 School tax bills for all other school districts are for the period from July 1 to June 30.
- 37 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
- 38 _____
- 39 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
- 40 _____
- 41 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
- 42 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
- 43 is subject to a lease.
- 44 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
- 45 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.
- 46 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer
- 47 will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this
- 48 Agreement.
- 49 5. DATES/TIME IS OF THE ESSENCE (2-12)
- 50 (A) Written acceptance of all parties will be on or before: _____
- 51 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
- 52 essence and are binding.
- 53 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing
- 54 and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the
- 55 day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed
- 56 and dated.
- 57 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
- 58 ment of the parties.
- 59 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
- 60 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to
- 61 all parties, except where restricted by law.

62 Buyer Initials: AS

Seller Initials: ZM

63 6. ZONING (1-16)

64 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
65 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
66 Zoning Classification, as set forth in the local zoning ordinance: C

67 7. FIXTURES AND PERSONAL PROPERTY (6-20)

68 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included: _____
69 _____
70 _____

71 (B) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____
72 _____

73 (C) EXCLUDED fixtures and items: _____
74 _____

75 8. MORTGAGE CONTINGENCY (1-18)

76 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
77 may include an appraisal contingency.

78 ELECTED.

79 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

80 First Mortgage on the Property	Second Mortgage on the Property
81 Loan Amount \$ _____	Loan Amount \$ _____
82 Minimum term _____ years	Minimum term _____ years
83 Type of mortgage _____	Type of mortgage _____
84 For:	For:
85 <input type="checkbox"/> Land acquisition only	<input type="checkbox"/> Land acquisition only
86 <input type="checkbox"/> Land acquisition and construction	<input type="checkbox"/> Land acquisition and construction
87 <input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
88 Loan-To-Value (LTV) ratio not to exceed _____ %	Loan-To-Value (LTV) ratio not to exceed _____ %
89 Mortgage lender _____	Mortgage lender _____
90 interest rate _____ %; however, Buyer agrees to accept the	interest rate _____ %; however, Buyer agrees to accept the
91 interest rate as may be committed by the mortgage lender, not	interest rate as may be committed by the mortgage lender, not
92 to exceed a maximum interest rate of _____ %	to exceed a maximum interest rate of _____ %
93 Discount points, loan origination, loan placement and other fees	Discount points, loan origination, loan placement and other fees
94 charged by the lender as a percentage of the mortgage loan) excluding	charged by the lender as a percentage of the mortgage loan) excluding
95 any mortgage insurance premiums or VA funding fee) not to exceed	any mortgage insurance premiums or VA funding fee) not to exceed
96 _____ % (0% if not specified) of the mortgage loan.	_____ % (0% if not specified) of the mortgage loan.
97	


98 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s)
99 according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later
100 than _____.

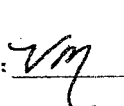
101 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage
102 application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
103 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
104 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
105 make a good-faith effort to obtain mortgage financing.

106 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating
107 lender's conditional or outright approval of Buyer's mortgage application(s):
108 a. Does not satisfy the terms of Paragraph 8(A), OR
109 b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be
110 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing
111 by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than
112 those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

113 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,
114 all deposit monies will be returned to Buyer according to the terms of Paragraph 27 and this Agreement will be VOID. Buyer
115 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
116 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
117 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
118 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

119 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV
120 may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level.
121 The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised
122 value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower
123 than the Purchase Price and/or market price of the property.

124 Buyer Initials: 

Seller Initials: 

- 125 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee
- 126 the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),
- 127 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
- 128 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage
- 129 lender(s) to make the above mortgage term(s) available to Buyer.
- 130 (E) Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage ap-
- 131 plication (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage
- 132 terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's
- 133 choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in
- 134 the mortgage loan process.
- 135 (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/
- 136 or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
- 137 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
- 138 reject, or refuse to approve or issue, a mortgage loan commitment.
- 139 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a
- 140 task(s) to be performed to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller.
- 141 Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will comply with the lender's
- 142 or insurer's requirements at Seller's expense.
- 143 1. If Seller complies with the lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer
- 144 accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.
- 145 2. If Seller will not comply with the lender's or insurer's requirements, or if Seller fails to respond within the stated time, Buyer
- 146 will, within 5 DAYS, notify Seller of Buyer's choice to:
- 147 a. Comply with the lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by
- 148 Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement
- 149 such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unrea-
- 150 sonable), OR
- 151 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 152 Paragraph 27 of this Agreement.
- 153 If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this agreement by written
- 154 notice to seller within that time, Buyer will accept the Property, comply with the lender's or insurer's requirements at
- 155 Buyer's expense and agree to the release in Paragraph 29 of this agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. SELLER REPRESENTATIONS (1-16)

(A) Status of Water

Seller represents that the Property is served by:

- Public Water Community Water On-site Water None

(B) Status of Sewer

1. Seller represents that the Property is served by:

- Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
- Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
- Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as

resalt
[Signature]

188 Buyer Initials: _____

Seller Initials: UM

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Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents that Seller has no knowledge except as noted in this Agreement that: (1) The Property has been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, a Special Flood Hazard Area, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation, and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 10(C).

(E) **Historic Preservation**

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(F) **Land Use Restrictions**

1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):

- Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
- Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- Other _____

2. **Notices Regarding Land Use Restrictions**

a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.

c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CRP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(G) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments (excluding assessed value) have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

Buyer Initials:

[Handwritten initials]

Seller Initials:

[Handwritten initials]

253 (H) Highway Occupancy Permit
254 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation and/or the
255 municipality. It should not be presumed that agricultural and other existing accesses or driveways are permitted.

256 11. WAIVER OF CONTINGENCIES (9-05)

257 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental
258 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's
259 failure to exercise any of Buyer's options within the time set forth in this Agreement is a WAIVER of that contingency and Buyer
260 accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.

261 12. BUYER'S DUE DILIGENCE/INSPECTIONS (6-20)

262 (A) Rights and Responsibilities

- 263 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
- 264 surveyors, municipal officials, appraisers and inspectors. Unless otherwise agreed, only Parties and their real estate licensoc(s)
- 265 may attend any inspections.
- 266 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the
- 267 condition of the Property is as required by this Agreement and any addenda. Buyer's right to this inspection is not waived by
- 268 any other provision of this Agreement.
- 269 3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition
- 270 as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or
- 271 reimbursing Seller for any loss of value.
- 272 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for
- 273 Buyer.
- 274 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

275 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection"
276 or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or
277 otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing.
278 If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph
279 12(D) for Notices Regarding Property & Environmental Inspections)

280 (C) For elected inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any
281 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
282 written corrective proposal(s) to Seller, according to the terms of Paragraph 13(B).

283 **Property Inspections and Environmental Hazards**

284 Elected Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration;
285 electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental
286 hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select.
287 (See Notices Regarding Property & Environmental Inspections)

DS
Waived
7/7

288 **Deeds, Restrictions and Zoning**

289 Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-
290 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
291 Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement
292 contingent upon an anticipated use. Present use:

DS
Waived
7/7

293 **Water Service**

294 Elected Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise
295 qualified water/well testing company. If and as required by the existing inspection company, Seller, at Seller's expense,
296 will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous
297 condition, at Seller's expense, prior to settlement.

DS
Waived
7/7

298 **Connection to Off-Site Water Source**

299 Elected Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service
300 Provider): _____ (See Paragraph 14)

DS
Waived
7/7

301 **On-Lot Sewage (If Applicable)**

302 Elected Buyer may obtain an inspection of the individual on-lot sewage disposal system, which may include a hydraulic load
303 test, from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's
304 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water
305 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior
306 to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

DS
Waived
7/7

308 **Connection to Off-Site Sewage Disposal System**

309 Elected Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name
310 of Service Provider): _____ are acceptable to
311 Buyer. (See Paragraph 15)

DS
Waived
7/7

312 **Property and Flood Insurance**

313 Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for
314 the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with
315 the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry
316 flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised
317 flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insur-

DS
Waived
7/7

318 Buyer Initials:

Seller Initials:

- 319 ance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need
- 320 for flood insurance and possible premium increases.
- 321 Elected Property Boundaries
- 322 Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal descrip-
- 323 tion, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as
- 324 it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed
- 325 barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of
- 326 property are approximations only and may be inaccurate.
- 327 Elected Other

DS
Waived

DS
Waived

330 The Inspections elected above do not apply to the following existing conditions and/or items:

333 (D) Notices Regarding Property & Environmental Inspections

- 334 1. Electromagnetic fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive
- 335 evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.
- 336 2. Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
- 337 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-
- 338 bility to dispose of them properly. Inquiries or requests for more information about hazardous substances can be directed to the
- 339 U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202)
- 340 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg,
- 341 PA 17120.
- 342 3. Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer or
- 343 surveyor to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or
- 344 develop the property would be affected or denied because of its location in a wetlands area.

345 13. INSPECTION CONTINGENCY (6-28)

346 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected

347 in Paragraph 12(C).

348 (B) Within the stated Contingency Period and as the result of any inspection elected in Paragraph 12(C), except as stated in Paragraph

349 13(C):

- 350 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in
- 351 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in
- 352 Paragraph 29 of this Agreement, OR
- 353 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
- 354 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer
- 355 according to the terms of Paragraph 27 of this Agreement, OR
- 356 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
- 357 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by
- 358 Buyer.

359 The Proposal may, but is not required to, include the name(s) of a property licensed or qualified professional(s) to perform the

360 corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the cor-

- 361 rections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental
- 362 requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 363 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
- 364 Period. During the Negotiation Period:
- 365 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 366 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-
- 367 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

368 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written

369 agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Negotiation

- 370 Period ends.
- 371 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
- 372 _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:
- 373 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this
- 374 Agreement, OR
- 375 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 376 of Paragraph 27 of this Agreement.

377 If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by

378 written notice to Seller within the time allowed in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the

379 RELEASE in Paragraph 29 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

380 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____

381 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the

382 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion

383 Buyer Initials:

Seller Initials:

384 date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated
 385 time, Buyer will notify Seller in writing of Buyer's choice to:
 386 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
 387 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Para-
 388 graph 27 of this Agreement, OR
 389 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any
 390 mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required
 391 by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property
 392 given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects,
 393 Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies
 394 returned to Buyer according to the terms of Paragraph 27 of this Agreement.
 395 If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to
 396 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

397 14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY
 398 NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system
 399 WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the
 400 option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER
 401 WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.
 402 ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
 403 1. Within the Contingency Period, Buyer will make a completed, written application for municipal approval for the installa-
 404 tion of an on-site water system from (municipal-
 405 ity). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval
 406 process.
 407 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
 408 3. If final, unappealable approval is not obtained by , Buyer will:
 409 a. Accept the Property and agree to the RELEASE in paragraph 29 of this Agreement, OR
 410 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 411 Paragraph 27 of this Agreement, OR
 412 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.
 413 If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not
 414 terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to
 415 the terms of the RELEASE in Paragraph 29 of this Agreement.

416 15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY (1-16)
 417 NOT APPLICABLE. The Property has an existing sewage disposal system.
 418 WAIVED. Seller has provided to Buyer a current Site Investigation and Percolation Test Report on a form approved by the Penn-
 419 sylvania Department of Environmental Protection. Buyer understands and acknowledges that Buyer is not required to accept the re-
 420 sults of the Report provided by Seller and that Buyer has the option to make this Agreement contingent on receiving municipal
 421 approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the
 422 RELEASE in Paragraph 29 of this Agreement.
 423 ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
 424 1. Within the Contingency Period, Buyer or Seller will make a completed, written application for municipal approval for
 425 the installation of an individual on-lot sewage disposal system from
 426 (municipality). Buyer will pay for applications, legal representation, and
 427 any other costs associated with the application and approval process.
 428 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
 429 3. If final, unappealable approval is not obtained by , Buyer will:
 430 a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
 431 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 432 Paragraph 27 of this Agreement, OR
 433 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.
 434 If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not
 435 terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the
 436 terms of the RELEASE in Paragraph 29 of this Agreement.

437 16. REAL ESTATE TAXES AND ASSESSED VALUE (1-16)
 438 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property
 439 at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the
 440 property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the
 441 property and result in a change in property tax. Certain improvements will result in the Property being reassessed and Buyer will receive
 442 an interim tax bill for the increased taxes due for the current tax period. This interim tax bill may not be covered by Buyer's tax escrow
 443 with the lender, if any.

444 17. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (6-20)
 445 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(G) (excluding assessed value) are received
 446 after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments
 447 provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

448 Buyer Initials: ASVT, Page 8 of 13 Seller Initials:
 Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com © Logix Ave

Realty Mark Cityscape-King of Prussia
Seller's Estimated Net Sheet courtesy of: Dirk "Does it Again" Parker Parker

Mobile: 2159089390
d21parker@gmail.com

Seller's Estimated Net Sheet

Seller:	Violet Minor	Total Payoff:
Property:	0 LOGAN AVE	Sale Price:
Township / Borough:	Upper Dublin Twp	Gross Equity:
County:	Montgomery County, PA	
Settlement Date:	1/29/2021	

CHARGES PAID BY SELLER

Transfer Tax (1.000%):
 Brokerage Commission: (6% + \$0.00):
 Seller Assist:
 Certifications:
 Realty Mark Conveyancing:
 Total Charges to Seller:

CREDITS TO SELLER

Municipal Tax:
 County Tax:
 School Tax:
 Total Credits to Seller:

SETTLEMENT SUMMARY

Sale Price:
 Mortgage Payoff:
 Charges to Seller:
 Credits to Seller:
 Net Proceeds to the Seller

The above figures are estimated settlement costs only. These will be adjusted as of the date of final settlement, if necessary. I (we) acknowledge receipt of a copy of this information.

Seller: Violet Minor
 Date: 9/13/2020

Seller: (9/13/2020)
 Date: [Signature]

703 32. HEADINGS (1-16)

704 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
705 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

706 33. SPECIAL CLAUSES (2-12)

707 (A) The following are part of this Agreement if checked:

- 708 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 709 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 710 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 711 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 712 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 713 Appraisal Contingency Addendum (PAR Form ACA)
- 714 Addendum #1 is part of the AOS.
- 715
- 716

717 (B) Additional Terms: Addendum #1 is attached.

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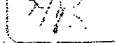
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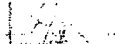
734 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

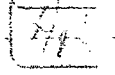
735 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-
736 parts together shall constitute one and the same Agreement of the Parties.

737 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are
738 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

739 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures
740 of all parties, constitutes acceptance by the parties.

741  Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

742  Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

743  Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
744 before signing this Agreement.

745 BUYER  DATE 9/2/2020
M & M Building Co LLC and M & M Assignee

746 BUYER _____ DATE _____

747 BUYER _____ DATE _____

748 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
749 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

750 SELLER  DATE 9/13/2020
Violet Minor

751 SELLER _____ DATE _____

752 SELLER _____ DATE _____

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specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof), or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 27 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) Unless otherwise checked in Paragraph 27(G), Seller may elect to retain those sums paid by Buyer, including deposit monies.
1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 27 (F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

28. MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Seller/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees contained in the mediator's fee schedule will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

29. RELEASE (1-16)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any AFFILIATE or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all obligations, claims, losses or demands, including, but not limited to personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of asbestos or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, noxious oral liquids, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

30. REAL ESTATE RECOVERY FUND (1-16)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment while exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 763-3558.

31. COMMUNICATIONS WITH BUYER AND/OR SELLER (3-12)

Whenever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 18. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Whenever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

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Buyer Initials:

Seller Initials:

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If Buyer fails to respond within the time stated in Paragraph 20(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

21. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

22. ASSIGNMENT (2-12)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assignee of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

23. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

24. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-16)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (the transferees) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

25. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (1-16)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police website at www.pameganlaw.state.pa.us.

26. REPRESENTATIONS (2-14)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the appliances, environmental conditions, the permitted uses, not or conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner
- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement

27. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (2-15)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 27(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 3. According to the terms of a final order of court
 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 27 (C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not)

Seller Initials:

Seller Initials:

- 514 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from
- 515 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies
- 516 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to
- 517 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance
- 518 policy.
- 519 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
- 520 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and
- 521 charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- 522 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- 523 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description
- 524 of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required
- 525 by the mortgage lender will be obtained and paid for by Buyer.
- 526 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any
- 527 extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller
- 528 filing bankruptcy, filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public
- 529 tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and
- 530 encumbrances against the Property.
- 531 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
- 532 as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can
- 533 convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon
- 534 termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 27 of this Agreement and Seller will
- 535 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agree-
- 536 ment, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).
- 537 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
- 538 about the status of those rights unless indicated elsewhere in this Agreement.
- 539 Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.
- 540 (I) **COAL NOTICE (Where Applicable)**

541 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCUR OR ENSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH

542 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL

543 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILD-

544 ING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17,

545 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal

546 mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract

547 with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions

548 of Section 14 of the Bituminous Mine Subsidence and Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed

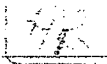
549 from Seller which deed will contain the aforesaid provision.

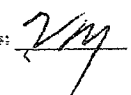
- 550 (J) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here.
- 551 Private Transfer Fee Addendum (PAR Form PFF) is attached to and made part of this Agreement.
- 552 2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
- 553 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is
- 554 payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation
- 555 to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether
- 556 the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other
- 557 consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose
- 558 the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives
- 559 certain rights and protections to buyers.

560 **26. MAINTENANCE AND RISK OF LOSS (1-16)**

- 561 (A) Seller will maintain the Property (including but not limited to grounds, fixtures, appliances, and personal property) specifically listed
- 562 in this Agreement in its present condition, normal wear and tear excepted.
- 563 (B) If any part of the Property included in the sale is damaged or fails before settlement, Seller will:
- 564 1. Repair or replace that part of the Property before settlement, OR
- 565 2. Provide prompt written notice to Buyer of Seller's decision to:
- 566 a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage
- 567 lender, if any, OR
- 568 b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value
- 569 of the damaged or failed part of the Property.
- 570 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails
- 571 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is
- 572 earlier that Buyer will:
- 573 a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
- 574 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 575 Paragraph 27 of this Agreement.

—DS

576 Buyer Initials: 

Seller Initials: 

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- 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments; Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement. OR
- 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 29 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 17(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

- 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

- 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 17 (B)(3) will survive settlement.

18. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (3-12)

(A) Property is NOT a part of a Planned Community unless checked below.

PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407 (a) of the Act.

(B) THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

- 1. Within 15 DAYS from the Execution Date of this Agreement Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide those documents within 10 days of Seller's request.
- 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate. 4
- 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and five days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

19. TITLES, SURVEYS AND COSTS (6-20)

(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

Buyer Initials: MM

Seller Initials: MM

Addendum #1

0 Logan Ave, Glenside

Tax ID# 54-00-11110-005

Due Diligence

The Buyer shall have a period commencing on the Agreement Execution Date and expiring at 11:59 P.M. thereafter (such period being referred to herein as the "Due Diligence Period") to inspect the Premises. During the Due Diligence Period, the Buyer may inspect and/or cause one or more surveyors, engineers, architects, environmental consultants and/or other experts of the Buyer's choice to inspect, examine, survey, appraise and otherwise do that which, in the opinion of the Buyer, is necessary for the Buyer to satisfy itself with regard to the physical condition of the Premises intended by the Buyer, and all other aspects of the Premises (the "Due Diligence"). If at any time prior to the expiration of the Due Diligence Period the Buyer determines that it is not satisfied for any reason, in its sole discretion, with the results of the Investigation, or the status of any other condition of or relating to the Premises, whether known or unknown on the Agreement Date, and notifies the Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by the Buyer or the Seller, become null and void, all deposit monies shall be returned to buyer and all of the parties to this Agreement shall be released from any and all further obligation or liability hereunder.

Delivery of Materials.


Seller shall deliver to Purchaser within five (5) days following the Effective Date all plans, surveys, drawings, tests, reports and other materials regarding the Premises in Seller's possession (including, without limitation, electronic copies thereof, without expense to Purchaser), and will authorize any contractors and consultants who have performed any work for Seller regarding the Premises to release materials regarding such work to Purchaser at no cost to Purchaser.

Zoning Relief

The Agreement of Sale shall be contingent upon Buyer, at Buyer's expense, obtaining the necessary variances, conditional use approval, and any other zoning relief required from Upper Dublin Township to permit Buyer to construct a single family detached dwelling on the property of no less than 30 ft. wide (collectively, the "Zoning Relief"). In the event that Buyer is unable to obtain the Zoning Relief, or if Buyer determines that Buyer will be unable to obtain the Zoning Relief on terms and conditions as are reasonably acceptable to Buyer in Buyer's sole discretion, then Buyer shall have the option of terminating this Agreement of Sale by delivery of written notice to Seller, in which event the Deposit shall be returned to Buyer, this Agreement of Sale shall be deemed null and void and neither party shall have any further obligations or liabilities hereunder. The Zoning Relief shall not be deemed to have been obtained until any applicable appeal periods have expired without an appeal having been filed in opposition thereto.

Settlement:

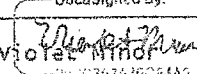
Settlement shall take place within thirty-five (35) days following the date on which Buyer receives the Zoning Relief.

DocuSigned by:

888A346CC89E4C7...

BUYER

9/2/2020

DATE

DocuSigned by:

Violet Minor
2110392430084A2

SELLER

9/13/2020

DATE

9/13/2020

**UPPER DUBLIN TOWNSHIP
ZONING HEARING BOARD**

March 22, 2021

**Applicant: M & M Building Co. LLC
Owner: Violet Minor**

Property: 162 Logan Avenue

Application No. 2356

**Carl N. Weiner, Esquire
Attorney for Applicant**



**HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN, PC**

ATTORNEYS AT LAW

375 Morris Road

P.O. Box 1479

Lansdale, PA 19446-0773

Telephone: (215) 661-0400

Email: cweiner@hrmml.com

EXHIBIT LIST

- A-1 Joshua A. Castillo PE - Curriculum Vitae
- A-2 Deeds
- A-3 Plans
- A-4 Tax Map
- A-5 Aerial

A-1

Joshua A. Castillo, P.E.
218 Moir Ave.
Conshohocken, PA 19428

PROFILE

Mr. Castillo has more than 16 years of engineering, project management and consulting experience. He has worked on projects in several states and is licensed in PA, NJ, DE, WV and TX. He has expertise in project management, land development, water resources, civil and environmental design projects. He has been involved in many design projects relating to land development, stormwater management, stream restoration, and erosion and sedimentation control. Mr. Castillo is familiar with the review and application of local codes as they pertain to Land Development projects. He is also familiar with key state and federal regulations and has performed many analyses related to land use, stormwater, NPDES, wastewater, multi-media permitting, facility compliance audits, and permit gap analysis. As a senior level managing project engineer, he is responsible for technical project work, fostering staff development and proficiency, managing subcontractors and contracts, providing client service, maintaining and developing business (including proposal development) and preparing project deliverables throughout the duration of a project engagement. Mr. Castillo has a keen interest in the economics of projects and is widely read on current national and regional business topics that affect the engineering service and infrastructure sectors.

SUMMARY

Mr. Castillo is a goal-oriented and results-oriented consulting engineer with primary interest in water resources and infrastructure. Mr. Castillo possesses extensive project management, design, problem solving, and regulatory experience (Clean Water Act, RCRA, and other programs) that allows him to achieve sensible solutions for industry stakeholders over a wide range of business sectors.

Mr. Castillo has developed engineering and permitting strategies, performed numerous environmental site audits, delivered many solutions to complex problems and worked closely with industry decision makers in many different sectors.

Specialties: Problem solving, regulatory analysis, feasibility studies, permitting & compliance, economically driven sustainable design, NPDES, erosion and sediment control, hydraulic and hydrologic design and analysis, wastewater processes (permitting, improvement, regulatory analysis), waste management (hazardous, residual, municipal), stormwater management, geometric design, engineering surveying/data acquisition, subsurface utility engineering (including as-built conditions) and training.

Mr. Castillo utilizes technology to arrive at project solutions economically.

A-2

RECORDER OF DEEDS

MONTGOMERY COUNTY PENNSYLVANIA

Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



004800

This Indenture Made the *8th* day of *January* in the year of our Lord *Two Thousand* (2000) *13.00*
Between *5.00*
2.00

DARL MINOR,
(hereinafter called the Grantor), of the one part, and

VIOLET MINOR,
(hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantor
for and in consideration of the sum of

ONE DOLLAR (\$1.00) lawful
money of the United States of America, unto him well and truly paid by the said Grantee ,
at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged,
granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and
sell, release and confirm unto the said Grantee , her heirs and assigns,

ALL THOSE TWO CERTAIN lots or pieces of ground being Lots Nos. 261 and
262 on the revised plan of lots of the Edge Hill Land Association,
situate at the intersection of the northwesterly side of Logan Avenue
and the southwesterly side of Chestnut Avenue, Upper Dublin Township,
Montgomery County, State of Pennsylvania.

CONTAINING in front or breadth on the said Logan Avenue (fifty feet)
fifty feet and extending in length or depth one hundred and ten feet.

BEING the same premises which George K. Minor and Violet Minor, his wife
by Deed bearing date the 10th day of January, 1979, and recorded at
Norristown in the Office for the Recording of Deeds, in and for the
County of Montgomery, in Deed Book 4382 page 214 granted and conveyed
unto the said Darl Minor, in fee.

UNDER AND SUBJECT to certain restrictions of record.

BEING PARCEL NO. 54-00-11110-00-5

THIS TRANSFER represents a transfer from son to mother, and is therefore
tax exempt.

REALTY TRANS. TAX PAID
STATE
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Together with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

him, the said grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot^s or piece^s of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns forever.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-11110-00-5 UPPER DUBLIN
LOGAN AVE
MINOR DARL
B 063 U 035 L 2102 DATE: 03/14/00

And the said Grantor, for himself, his heirs,

executors and administrators do es covenant, promise and agree, to and with the said Grantee, her heirs and assigns, by these presents, that he the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against him, the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them, or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the party of the first part hereunto set
his hand and seal. Dated the day and year first above written.

Scaled and Delivered
IN THE PRESENCE OF US:

Darl Minor
DARL MINOR



085310PG0684



Commonwealth of Pennsylvania
County of *Montgomery*

} 88:

On this, the *8* day of *Jan*, 200*8*, before me, a Notary Public for
the Commonwealth of Pennsylvania, residing in the
Patricia Marie Angelo, Notary Public
personally appeared
DARL MINOR

, 200*8*, before me, a Notary Public for
the undersigned Officer,

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within
instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Patricia Marie Angelo
Patricia Marie Angelo, Notary Public
Abington Township, Montgomery County
My Commission Expires Sept. 1, 2002
Member, Pennsylvania Association of Notaries

Patricia Marie Angelo
Notary Public

DEED.

DARL MINOR

TO:

VIOLET MINOR

PARCEL NO. 54-00-11110-00-5

PREMISES:

Lots Nos. 261 and 262
Chestnut Avenue
Upper Dublin Township
Montgomery County, PA

752S John C. Clark Co., Phila.

PETER E. BORT, ESQ.
Solomon, Berschler, Warren,
Schatz & Flood, P.C.
522 Swede Street
Norristown, PA 19401
(610) 279-4300



Angeline Beckenbach

The address of the above-named Grantee
is 113 Girard Avenue
North Hills, PA 19038
On behalf of the Grantee

DB5310PG0685



RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

**I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA**



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds

Digitally signed 12/04/2020 by montgomery.county.rod@koffle.us

Certified and Digitally Signed

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 1979002554 (page cover of 3)
Montgomery County Recorder of Deeds



001240

No. 330 - Fee Simple Deed - Taxpayer
Yeo & Lukens Co. Philadelphia

1260 10.450

This Indenture

Made the 10th day of January in the year of our Lord one thousand nine hundred and seventy-nine (1979) — Between

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8.50
1.50

GEORGE K. MINOR, of the County of Montgomery, State of Pennsylvania, and VIOLET MINOR, his wife,

STATE TAX AFFIDAVIT FILED

(hereinafter called the Grantor(s)), of the one part, and

DARL MINOR, of the County of Montgomery, State of Pennsylvania,

(hereinafter called the Grantee), of the other part;

JAN 25 10 26 AM '79

Witnesseth, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, lawful money of the United States of America, unto them well and truly paid by the said Grantee — at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee his heirs and Assigns, forever.

ALL THOSE TWO CERTAIN lots or pieces of ground being Lots Nos. 261 and 262 on the revised plan of lots of the Edge Hill Land Association, situate at the intersection of the northwesterly side of Logan Avenue and the southwesterly side of Chestnut Avenue, Upper Dublin Township, Montgomery County, State of Pennsylvania.

CONTAINING in front or breadth on the said Logan Avenue (fifty feet) fifty feet and extending in length or depth one hundred and ten feet.

BEING the same premises which Foster Johnson by Deed bearing date the 13th day of December, 1965, and recorded at Norristown in the Office for the Recording of Deeds, in and for the County of Montgomery, in Deed Book 3410 page 1149 granted and conveyed unto the said George K. Minor and Violet Minor, his wife, in fee.

UNDER AND SUBJECT to certain restrictions of record.

PARCEL NO. 11110005

~~54-00-1440-05~~
11110-00-5 REGISTERED 1/24/79

BOOK 4382 PG 214



Together with all and singular _____ improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lots or pieces of ground above described _____ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs _____ and Assigns, to and for the only proper use and behoof of the said Grantee, his heirs _____ and Assigns forever.

UNDER AND SUBJECT as aforesaid. _____

And the said Grantors, for themselves, their _____

Heirs, Executors, and Administrators do _____ by these presents covenant, grant and agree, to and with the said Grantee, his heirs _____ and Assigns, that they the said Grantors, their _____

_____ Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee _____ his heirs and Assigns, against them the said Grantors, their _____

Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under he, him, her, them, _____ or any of them, Shall and Will UNDER AND SUBJECT AS AFORESAID _____

WARRANT and forever DEFEND.

In Witness Whereof the said parties _____ of the first part to these presents have _____ hereunto set their hands and seals. Dated the day and year first above written.

Signed, Sealed and Delivered

IN THE PRESENCE OF US

Charles [Signature]

George K. Minor
GEORGE K. MINOR

Violet Minor
VIOLET MINOR

[Signature]



BOOK 4382 PG 215



RECEIVED on the day of the date of the above Indenture of the above-named Grantee

WITNESS AT SIGNING

ON THE 10th day of January Anno Domini 1979, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, residing in the Township of Abington, personally appeared the above-named

GEORGE K. MINOR and VIOLET MINOR

and in due form of law acknowledged the above Indenture to be their and each of their act and deed, and deemed the same might be recorded as such.

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

Charles J. ...
My commission expires January 29, 1979

The residence of the within-named Grantee is
W. Main & Oak Blvd. F2-28
Lansdale, Pa. 19446
Charles J. ...
On behalf of said Grantee.

Deed

GEORGE K. MINOR
and
VIOLET MINOR
TO
DARL MINOR

No. 350
100 & Luters Co.
Philadelphia

P 52592

Recorded in the Office for Recording of Deeds, in and for *Montgomery Co*
in Deed Book No. *4382* page *214* &c.
Witness my hand and seal of Office this *25th*
day of *Jan* Anno Domini 1979.

BOOK 4382 PG 216

Sullivan J. ...
Recorder



RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



000802

DEC-16-65 00004 DEEDS 802 B 112

650

This Indenture,

Made the 13th day of December
Nineteen hundred and sixty-five (1965).

Return FOSTER JOHNSTON, widower, of the County of
Montgomery, State of Pennsylvania, party of the first part, (Father)

AND

GEORGE K. MINOR, of the County of Montgomery, State of Pennsylvania,

and VIOLET MINOR, his wife, (Son-in-Law and Daughter), parties
of the second part, ~~County of~~ that the said party of the first part, for and in considera-
tion of the sum of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00)

lawful money of the United States of America, unto him well and
truly paid by the said parties of the second part, at or before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold,
aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain,
sell, alien, enfeoff, release, convey and confirm, unto the said parties of the second part
their heirs and assigns forever, as tenants
by entireties,

ALL THOSE TWO CERTAIN lots or pieces of ground being Lots Nos. 261
and 262 on the revised plan of lots of the Edge Hill Land Association
situate at the intersection of the northwesterly side of Logan Avenue
and the southwesterly side of Chestnut Avenue, Upper Dublin Township,
Montgomery County, State of Pennsylvania.

CONTAINING in front or breadth on the said Logan Avenue (fifty feet)
fifty feet and extending in length or depth one hundred and ten feet.

BEING the same premises which Clara Virginia West, Surviving Trustee
under will of Harry F. West, deceased, by Deed dated October 11, 1926,
and recorded in Montgomery County, in Deed Book 1073 page 153 conveyed
unto Foster Johnston.

UNDER AND SUBJECT to restrictions of record.

BOOK 3410 PG 1149



Together with all and singular the Improvements, ways,
waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever
thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues,
and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever
of the said party of the first part, in law, equity or otherwise, howsoever, in and to the same and
every part thereof.

To have and to hold the said lots or pieces of ground above described,

hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for
the only proper use and behoof of the said parties of the second part, their heirs and
assigns Forever as tenants by entireties, under and subject as afore-
said,

And

the said party of the first part, for himself, his heirs, executors and
administrators, does by these presents covenant, grant and agree to and with the said parties
of the second part, their heirs and assigns, that he the said
party of the first part, his heirs all and singular the hereditaments and
premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against
him the said party of the first part, and his heirs, and against all and
every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof.

Shall and will Warrant and forever Defend, under and subject
as aforesaid.

In Witness Whereof, The said party of the first part has to these
presents set his hand and seal Dated the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

James D. Zehner

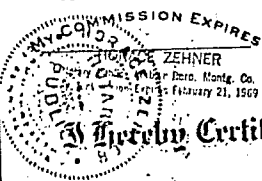
Foster Johnston
Foster Johnston

Commonwealth of Pennsylvania

County of MONTGOMERY

On this, the 13th day of December 1965, before me, the subscriber, a Notary
Public for the Commonwealth of Pennsylvania,
the undersigned officer, personally appeared

FOSTER JOHNSTON, widower,
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that he executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal.



James D. Zehner

I hereby Certify, that the precise address of the grantees herein is
113 Strat Ave -
Sheside, Pa.
James D. Zehner

BOOK 3410 PG 1151



STATE TAX
AFFIDAVIT
FILED
150
6.00

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
FOSTER JOHNSTON, WILGOWER
(father)

C. 227-953 AM

TO

GEORGE K. MINOR and VIOLET
MINOR, his wife (Son-in-Law
and Daughter)

59. H. W. 11/16/13 or 1965
PREMISES: 251-262

Lot Nos. 261 and 262
Cg. Logan Ave. & Chestnut Ave.,
Upper Dublin Township
Montgomery County, Pa.

M

LOUIS D. STEFAN
FOULKE, KNIGHT, STEFAN & TIMONEY
12 E. BUTLER AVENUE
AVULER, PENNA.

Commonwealth of Pennsylvania } 33a
County of Montgomery County

Recorded on this 16th day of December, A.D. 1965
in the Recorder's Office of said County.

in DEEN Book Vol. 3410 p. 1149

Given under my hand and seal of the said office
the date above written.

BOOK 3410 PG 1152

John D. Magill
RECORDER



A-3

GRADING NOTES

1. THE GRADER SHALL BE RESPONSIBLE IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS FOR THE CORRECTION OF ALL ERRORS AND OMISSIONS AND FOR THE PROTECTION OF THE PUBLIC INTEREST. THE GRADER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE GRADER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE GRADER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.

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GRADING PERMIT PLAN

FOR
SINGLE FAMILY HOME
AT
162 LOGAN AVENUE
GLENSTONE, PA 19038
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

PREPARED FOR
EVANS HOMES
920 SOUTH BROAD STREET
LANSDDALE, PA 19446



INDEX OF DRAWINGS

1	TITLE SHEET
2	SITE RECORD PLAN
3	EXISTING FEATURES/PROFILES PLAN
4	GRADING/UTILITY/CONTROL PLAN
5	CONSTRUCTION DETAILS

OWNER'S CERTIFICATE
ADDRESS: 162 LOGAN AVENUE
GLENSTONE, PA 19038
APPLICANT: EVANS HOMES
ADDRESS: 920 S. BROAD STREET
LANSDDALE, PA 19446
PHONE: 215-361-3772

CERTIFICATION OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN DRAWING AND EXISTING RECORDS AS WELL AS ALL CHANGES BEARING BY SEAL AND TITLE AND CORRECT IN THE ACCORDANCE WITH THE LATEST EDITION THROUGH SUPERVISION AND LAND DEVELOPMENT DIVISION AND MADE PROMPTLY BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE.



SIGNATURE: JOSEPH A. ORSINI, REGISTERED PROFESSIONAL ENGINEER

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAN REPRESENTS A FIELD SURVEY BY ME OR UNDER MY SUPERVISION, THAT ALL PROPERTY CORNERS ARE SET AS SHOWN HEREON, THAT ALL DISTANCES AND BEARING BEING AS SHOWN ARE CORRECT, AND THAT ALL LINES BEING SET ARE CORRECTLY LOCATED THROUGH SUPERVISION AND LAND DEVELOPMENT DIVISION AND MADE PROMPTLY BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE.



SIGNATURE: NANCY A. JOHNSON, REGISTERED PROFESSIONAL SURVEYOR

APPROVED BY UPPER DUBLIN TOWNSHIP SUPERVISORS THIS ___ DAY OF _____, 20__.

TOWNSHIP MANAGER: _____

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN MONTGOMERY COUNTY, PENNSYLVANIA IN PLAN BOOK NO. _____ PAGE _____ ON THE ___ DAY OF _____, 20__.

RECORDED OWNER'S ACKNOWLEDGMENT OF INTENT: _____

DATE: _____

FOR THE DIRECTOR: _____

BY: EVANS HOMES, DATE: _____ MONTGOMERY COUNTY PLANNING COMMISSION

CALL BEFORE YOU DIG

WILKINSON & ASSOCIATES, INC.
THE COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL ENGINEER
PHYSICIAN PA 19460
PHONE: (610) 415-1220
PA 19460

MJE BUILDERS
162 LOGAN AVENUE
GLENSTONE, PA 19038
MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

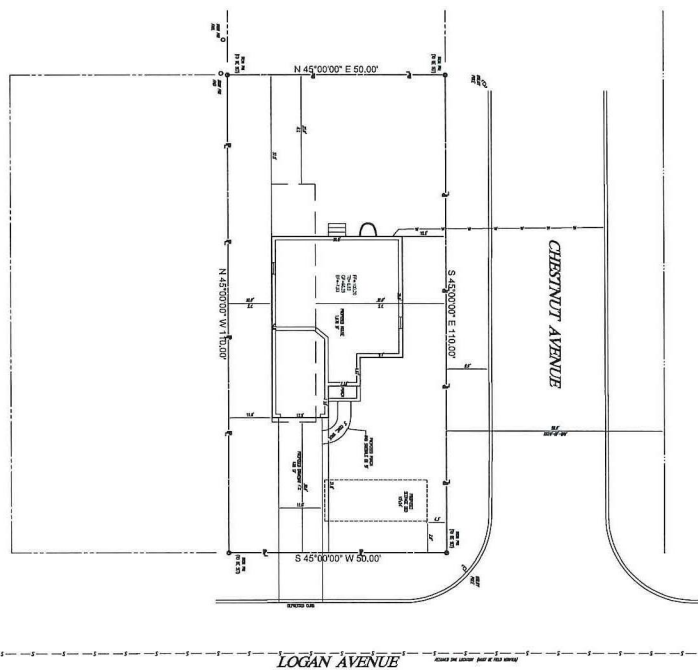
GRADING PERMIT PLAN
TITLE SHEET

DATE	NOV 14 2012
TIME	10:00 AM
BY	JOSEPH A. ORSINI
FOR	EVANS HOMES
PROJECT	GRADING PERMIT PLAN
SHEET NO.	01



NOTES:

- 1) THE GRADING PLAN IS BASED ON THE EXISTING SURFACE AS SHOWN ON THE ATTACHED SURVEY MAP.
- 2) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 3) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR EROSION CONTROL.
- 4) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR WATER QUALITY.
- 5) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR AIR QUALITY.
- 6) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR SOIL CONSERVATION.
- 7) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR WETLANDS.
- 8) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR HISTORIC PRESERVATION.
- 9) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR CULTURAL RESOURCES.
- 10) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR ARCHAEOLGY.
- 11) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR ANTHROPOLOGY.
- 12) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR GEOLOGY.
- 13) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR MINERAL RESOURCES.
- 14) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR PLANT AND ANIMAL LIFE.
- 15) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR VISUAL QUALITY.
- 16) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR SOUND AND VIBRATION.
- 17) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR CLIMATE CHANGE.
- 18) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR ENERGY.
- 19) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR LAND USE.
- 20) THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS FOR PUBLIC UTILITIES.



APPROVED FOR PERMITS: [Signature/Stamp]

APPROVED FOR RECORD: [Signature/Stamp]

DATE: _____

LEGEND:

- EXISTING GRADE
- PROPOSED GRADE
- EXISTING CURB
- PROPOSED CURB
- EXISTING DRIVE
- PROPOSED DRIVE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING CONCRETION
- PROPOSED CONCRETION
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING GRAVEL
- PROPOSED GRAVEL
- EXISTING SAND
- PROPOSED SAND
- EXISTING SILT
- PROPOSED SILT
- EXISTING CLAY
- PROPOSED CLAY
- EXISTING ROCK
- PROPOSED ROCK

EXISTING ELEVATIONS

NO.	DESCRIPTION	ELEVATION
1	EXISTING GRADE	100.00
2	EXISTING CURB	100.00
3	EXISTING DRIVE	100.00
4	EXISTING SIDEWALK	100.00
5	EXISTING PAVEMENT	100.00
6	EXISTING CONCRETION	100.00
7	EXISTING ASPHALT	100.00
8	EXISTING GRAVEL	100.00
9	EXISTING SAND	100.00
10	EXISTING SILT	100.00
11	EXISTING CLAY	100.00
12	EXISTING ROCK	100.00

PROPOSED ELEVATIONS

NO.	DESCRIPTION	ELEVATION
1	PROPOSED GRADE	100.00
2	PROPOSED CURB	100.00
3	PROPOSED DRIVE	100.00
4	PROPOSED SIDEWALK	100.00
5	PROPOSED PAVEMENT	100.00
6	PROPOSED CONCRETION	100.00
7	PROPOSED ASPHALT	100.00
8	PROPOSED GRAVEL	100.00
9	PROPOSED SAND	100.00
10	PROPOSED SILT	100.00
11	PROPOSED CLAY	100.00
12	PROPOSED ROCK	100.00

PROJECT NUMBER: 02

DATE: 10-20-20

SCALE: 1" = 10'

PROJECT LOCATION: 1000 CHESTNUT AVENUE, PITTSBURGH, PA 15222

OWNER: MJE BUILDERS

DESIGNED BY: [Name]

CHECKED BY: [Name]

DATE: 10-20-20

GRADING PERMIT PLAN

SITE/RECORD PLAN

MJE BUILDERS
 102 LOGAN AVENUE
 PITTSBURGH, PA 15222
 SUPERIOR COLLIER CONSULTANTS
 HUNTSVILLE COUNTY
 COMMERCIALITY OF PITTSBURGH

WILKINSON & ASSOCIATES, INC.
 1200 VALLEY FORGE ROAD
 THE CORNERS AT VALLEY FORGE
 SUITE 22
 PITTSBURGH, PA 15222
 PHONE: (412) 415-1220
 FAX: (412) 415-1224

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10-20-20
2	ISSUED FOR RECORD	10-20-20

CALL BEFORE YOU DIG!

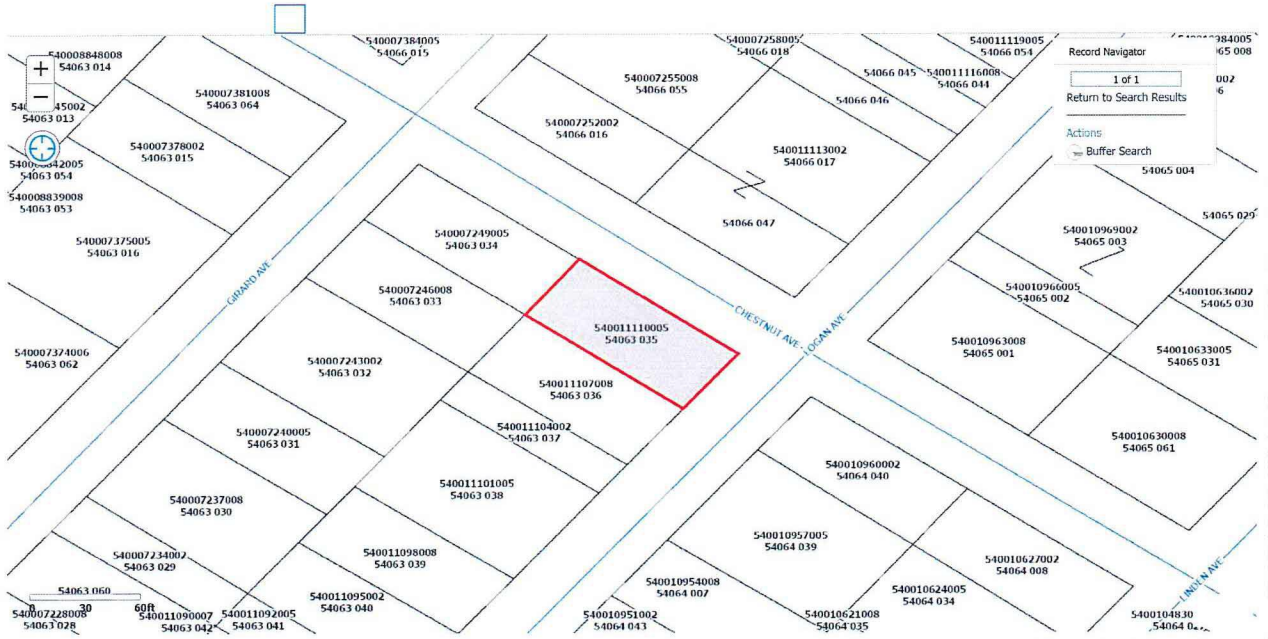
FOR INFORMATION ON THE LOCATION OF UNDERGROUND UTILITIES, CONTACT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AT 1-800-391-6737.

PA

1200-000-0170

A-4

PARID: 54001110005
MINOR VIOLET



A-5

ATTACHMENT TO UPPER DUBLIN TOWNSHIP
ZONING HEARING BOARD APPLICATION
APPLICANT: M&M Building Co. LLC
PROPERTY: 162 Logan Avenue

I/We believe that the Zoning Board should approve this request because: The proposed property at 162 Logan Avenue complies with all requirements of the NH-North Hill District in the Zoning Ordinance other than the front yard variance requested from Zoning Ordinance Section 255-17-B. If a 30' front yard is created along Chestnut Avenue, then there will be an unbuildable building envelope of approximately 20' in width. If the requested variance from Section 255-17-B is granted, the property will have a 30' front yard along Logan Avenue and a 10' side yard along Chestnut Avenue and will have a building envelope which will permit reasonable use of the property. The proposed layout and use of 162 Logan Avenue is in character with the rest of the neighborhood in that the 30' front yard of nearly all homes in the vicinity is along Logan Avenue or parallel streets. The proposed home to be built on the lot is in character with the surrounding neighborhood. The variance requested is the minimum to afford relief for reasonable use of the lot and will have no adverse impact on surrounding properties.

Ennis, James

From: Ritter, Deb
Sent: Tuesday, March 09, 2021 7:49 AM
To: Ennis, James
Cc: Lohoefer, Rebecca; Conte, Jesse
Subject: Comment for Zoning meeting 3/22
Attachments: 801 LOCH ALSH AVENUE.pdf

From: Kelli Burke <destinydavi14@yahoo.com>
Sent: Monday, March 8, 2021 7:31 PM
To: Meeting <meeting@upperdublin.net>
Subject: 801 LOCH ALSH AVENUE

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

It's only fair that they have to follow the new zoning rules. I had to set my house 30 feet back so they should be too. Fair is fair and it's not fair that all the new construction had to follow the rules and they get special treatment.

Sent from Kelli from my iPhone



NOTICE OF PUBLIC HEARING

IRA S. TACKEL
President

ROBERT H. MCGUCKIN
Vice President

LIZ FERRY

GARY V. SCARPELLO

MEREDITH L. FERLEGER

ALYSON J. FRITZGES

CHERYL KNIGHT

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance on **Monday, March 22, 2021 at 7:30 PM.** Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>. During this meeting an application concerning **162 Logan Avenue, Glenside, PA 19038** will be heard.

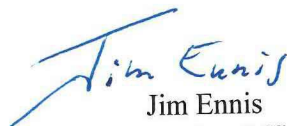
#2356: Violet Minor of 113 Girard Avenue, Glenside, PA 19038 for the property at **162 Logan Avenue** requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

A copy of the application is on file in the Code Enforcement Department and may be seen upon request.

By Order of the Zoning Hearing Board.


Jim Ennis
Zoning Officer

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

If you are not able to attend the hearing, written comments may be entered into the record by submitting them in advance to the Department of Code Enforcement.

Advertisement Dates March 7 and 14, 2021 – Ambler Gazette

MINOR VIOLET
113 GIRARD AVE
GLENSIDE PA 19038-1007

PATRICIA SHIELDS
161 LOGAN AVE
GLENSIDE PA 19038

WILLIAMS MICHELLE

GOMELSKY SIMEON & INNA
510 GOLDFINCH LN
AMBLER PA 19002

PATRICIA SHIELDS

WILLIAMS MICHELLE

GOMELSKY SIMEON & INNA

BROWN ANDRE & SMITH KAREN
157 LOGAN AVE
GLENSIDE PA 19038-1017

MILES EARLE B JR
8408 COBDEN RD
GLENSIDE PA 19038

CLARKE ANGELA M & GILLETTE OMAR
159 GIRARD AVE
GLENSIDE PA 19038

ANTIOCH BAPTIST CHURCH
200 LOGAN AVE
GLENSIDE PA 19038-1020

MCCLINTON WILBERT H & AVIS
143 LOGAN AVE
GLENSIDE PA 19038-1017

DENNIS RONALD & SHIRLEY
157 GIRARD AV
GLENSIDE PA 19038

MILES EARLE B JE
8408 COBDEN RD
GLENSIDE PA 19038

MILES EARLE B JE

SMITH CHRISTOPHER T &
LORETTA J KING-SMITH
GLENSIDE PA 19038-1019

LEE WANDA
146 LOGAN AVE
GLENSIDE PA 19038

ULISNEY CONSTRUCTION LLC
7302 BISHOPS VIEW CIR
CHERRY HILL NJ 08002

HALL RYAN A & LYNCH MEGAN P
211 GIRARD AVE
GLENSIDE PA 19038

ANTIOCH BAPT CH EDGE HILL PA
200 LOGAN AVE
GLENSIDE PA 19038-1020

MCCLINTON WILBERT H & AVIS
143 LOGAN AVE
GLENSIDE PA 19038-1017

KESSLICK REBECCA & MCHALE RBT
143 GIRARD AV
GLENSIDE PA 19038

JONES JACQUELINE A
153 GIRARD AVE
GLENSIDE PA 19038-1007

GREEN JACQUELINE
147 GIRARD AVE
GLENSIDE PA 19038-1007

DERRO GIUSEPPE SR & CONCETTA &
GIOVANNI B & MARCO & ET AL
401 CHURCH ST
AMBLER PA 19002

LEE WANDA
146 LOGAN AVE
GLENSIDE PA 19038

WILLIAMS MICHELLE
142 LOGAN AVE
GLENSIDE PA 19038

DERRO GIUSEPPE SR & CONCETTA &

DERRO GIUSEPPE SR & CONCETTA &

CHILDS LESLIE & MARGUERITE
140 LINDEN AVE
GLENSIDE PA 19038

DINKINS FLOYD JR & BARBARA
133 LOGAN AVE
NORTH HILLS PA 19038

TOWNSEND GWENDOLYN E
142 LINDEN AVE
GLENSIDE PA 19038-1014

ANTIOCH BAPTIST CHURCH
200 LOGAN AVE
GLENSIDE PA 19038-1020

BURKE KELLI
17 YALE CT
LIVINGSTON NJ 07039

WALKER JOHN T
156 GIRARD AVE
GLENSIDE PA 19038-1008

UPPER DUBLIN TWP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034-1651

ANDERSON NORRIS W & PEARL B
TRUSTEES REVOCABLE LIVING TRUST
131 GIRARD AV
NORTH HILLS PA 19038-1007

WALKER JOHN T & LINDA M
156 GIRARD AVE
GLENSIDE PA 19038-1008

DANDREA ERIC M & HIEBER CAITLIN A
213 GIRARD AVE
GLENSIDE PA 19038

KEARNS JAMES A & RHOADES BERNI
140 GIRARD AVE
GLENSIDE PA 19038-1008

GATLING MICHAEL & EARLENE
609 DRESHERTOWN RD
FT WASHINGTON PA 19034

PINKETT MYRNA A
212 LINDEN AVE
GLENSIDE PA 19038-1016

GATLING MICHAEL & EARLENE

BURGESS RAYMOND A & ALFRIDA
4211 MOUNTAIN RD
HAYMARKET VA 20169-1711

MINOR KATHLEEN
138 LOGAN AVE
GLENSIDE PA 19038-1018

CHILDS MARGUERITE & LES
140 LINDEN AVE
GLENSIDE PA 19038

BETRAND JULIUS J JR & BERNADET
128 LOGAN AVE
GLENSIDE PA 19038-1018

PINKETT NAOMI M & MYRNA A &
SAWYER LORETTA E
GLENSIDE PA 19038-1016

PEASE THOMAS P & CHRISTINA D
218 LOGAN AVE
GLENSIDE PA 19038

MOSLEY JANET
202 GIRARD AVE
GLENSIDE PA 19038-1010

BARRETT LLOYD
615 COLONIAL DR
HORSHAM PA 19044

WISNIEWSKI MATTHEW
221 LOGAN AVE
GLENSIDE PA 19038

SCOTT FREDERICO
148 GIRARD AVE
GLENSIDE PA 19038-1008

BETRAND JULIUS J JR & BERNADET
128 LOGAN AVE
GLENSIDE PA 19038-1018

DINKINS FLOYD C JR & BARBARA
133 LOGAN AVE
NORTH HILLS PA 19038

HARRIS CHARLES S & RETHA P
222 LOGAN AVE
GLENSIDE PA 19038-1020

JOSEPH JOYCELYN K
124 LINDEN AVE
GLENSIDE PA 19038

BETRAND JULIUS J JR & BERNADET
128 LOGAN AVE
GLENSIDE PA 19038-1018

CARR GWENDOLYN D
134 GIRARD AVE
GLENSIDE PA 19038

RICCABONI IAN & SARAH

HEARNS ANTHONY
221 GIRARD AVE
NORTH HILLS PA 19038

SCOTT FREDERIA
157 JACKSON AV
GLENSIDE PA 19038

ALI KOMAIL
905 HOOVER DR
NORTH BRUNSWICK NJ 08902

DINKINS MELVIN D DIANE M
165 JACKSON AVE
GLENSIDE PA 19038-1011

ANDERSON NORRIS W SR & PEARL B
TRUSTEES REVOCABLE LIVING TRUST
131 GIRARD AV
NORTH HILLS PA 19038-1007

BURRELL WILLIAM E
LODGE 737
GLENSIDE PA 19038-1013

BURGESS RAYMOND A
4211 MOUNTAIN RD
HAYMARKET VA 20169-1711

WISNIEWSKI MATTHEW
221 LOGAN AVE
GLENSIDE PA 19038

BURRELL WILLIAM E
LODGE 737
GLENSIDE PA 19038-1013

SMITH PHILIP & DANA
163 JACKSON AVE
GLENSIDE PA 19038-1011

SINGH PRABHJIT
701 MOCKINGBIRD LN
NORRISTOWN PA 19403

BOESLER SUSAN L
203 LINDEN AV
GLENSIDE PA 19038

VELASQUEZ JOSE AMADOR III & AMANDA L
201 JACKSON AVENUE
GLENSDIE PA 19038

SINGH PRABHJIT

BOESLER SUSAN L

JMO HOMES LLC

HAYNES SELVIN
220 LINDEN AVE
GLENSIDE PA 19038-1016

BURRELL WILLIAM E
LODGE 737
GLENSIDE PA 19038-1013

JMO HOMES LLC

DINKINS FLOYD C & BARBARA A
133 LOGAN AVE
NORTH HILLS PA 19038-1017

RHOADES HOWARD R & HELEN
149 JACKSON AVE
GLENSIDE PA 19038-1011

RINES NEIL & THERESA
161 JACKSON AVE
GLENSIDE PA 19038-1011

CORALLUZZO ELAINE D
227 LOGAN AVE
GLENSIDE PA 19038-1019

MADDEN S ANTHONY & DOROTHY M
230 LOGAN AVE
GLENSIDE PA 19038-1020

VINCENT ROSS M & CHRISTINE L
231 GIRARD AVE
GLENSIDE PA 19038

RINES WARREN H & LOUISE
132 GIRARD AVE
GLENSIDE PA 19038-1008

KRAPF HEATHER & PEARCE DAVID JR
120 LINDEN AVE
GLENSIDE PA 19038

CRUICKSHANK DENROY & MAULEEN
118 LOGAN AVE
GLENSIDE PA 19038-1018

GRIN KIRILL & CELIA JESSICA
227 GIRARD AVENUE
NORTH HILLS PA 19038

ALLEN HARRY & SYLVIA
215 LINDEN AVE
GLENSIDE PA 19038-1015

ALLEN HARRY & SYLVIA
215 LINDEN AVE
GLENSIDE PA 19038-1015

RICHARDSON SHANNON K & KATHERINE
205 LINDEN AVE
GLENSIDE PA 19038

GREEN CLARA
143 JACKSON AVE
GLENSIDE PA 19038

WILLIAMS DANIEL & VIRGINIA
119 GIRARD AVE
GLENSIDE PA 19038-1007

BURGESS RAYMOND A & ALFRIDA A
4211 MOUNTAIN RD
HAYMARKET VA 20169-1711

BROWN WILLIAM & MELANIE
127 LINDEN AV
GLENSIDE PA 19038

CUMBO CLARENCE A
116 LINDEN AVE
GLENSIDE PA 19038-1014

ONUOKLU ATILLA
145 JACKSON AVE
GLENSIDE PA 19038

LEE JOYCE H
125 LOGAN AVE
NORTH HILLS PA 19038-1017

SNYDER ASHLEY GABRIELLE
135 JACKSON AVE
GLENSIDE PA 19038

ANTIOCH BAPTIST CHURCH
122 LOGAN AV
GLENSIDE PA 19038

JONES VANESSA D
143 JACKSON AVE
NORTH HILLS PA 19038

ECHEVARRIA TAYLOR P & FOLEY DYLAN
121 LINDEN AVE
GLENSIDE PA 19038 1013

DELGADO CHARLESZETTA A
231 LOGAN AVE
NORTH HILLS PA 19038-1017

ALLEN HARRY & SYLVIA
215 LINDEN AVE
GLENSIDE PA 19038-1015

MORGAN HEATHER N
127 GIRARD AVE
GLENSIDE PA 19038

ALCOBA LELA & FOOKS ANTHONY
128 GIRARD AVE
GLENSIDE PA 19038

SPRIGGS-JOHNSON MICHELE A
140 CHELSEA AVE
NORTH HILLS PA 19038

MONSER MELISSA
228 LINDEN AVE
GLENSIDE PA 19038

SEE 54 00 10939 00 5
BLOCK 64 UNIT 6

JOHNSON GERALDINE D & JERRY C
138 CHELSEA AVE
GLENSIDE PA 19038-1002

WALLACE CLIFTON
108 LOGAN AVE
GLENESIDE PA 19038-1018

GRIMES OSCAR AND BERTHA
133 JACKSON AVENUE
GLENESIDE, PA 19038

LEE MICHAEL H JR & TOSHA
115 LOGAN AVE
GLENESIDE PA 19038-1017

LEE MICHAEL H JR & TOSHA

TRAN BINH S & MICHELLE THAI
134 CHELSEA AVE
NORTH HILLS PA 19038

GUINAN CHRISTIAN
210 MILL RD
ORELAND PA 19075

MCBRIDE SHARON K
240 LOGAN AVE
GLENESIDE PA 19038-1020

JOELL DENNIS E JR
PO BOX 870
LOUGHMAN FL 33858 0870

COTTOM MICHAEL & SHANNON
130 CHELSEA AVE
GLENESIDE PA 19038

MYERS ANNIE W
124 CHELSEA AVE
GLENESIDE PA 19038-1002

DEAN ROBERT & VALERIE HERDER-D
237 GIRARD AVE
GLENESIDE PA 19038-1009

CUMBO CLARENCE A
116 LINDEN AVE
GLENESIDE PA 19038-1014

RAPP JOHN J & LYNN T
212 MILL RD
ORELAND PA 19075-1112

WILLIAMS PHILIP F
PO BOX 352
ORELAND PA 19075-1111

MTGLQ INVESTORS LP
2001 ROSS AVE STE 2800
DALLAS TX 75211

MENKO D ADAM
126 MILL RD
ORELAND PA 19075-1111

DINKINS-CARR FLORENCE S &
PO BOX 870
LOUGHMAN FL 33858 0870

WATLINGTON JR GEORGE
114 MILL RD
ORELAND PA 19075-1111

GRIFFITH CECIL
234 LINDEN AVE
GLENESIDE PA 19038-1016

KNIGHT KIRK
347 BLUESTONE CT
COLLEGEVILLE PA 19426

RUSSELL MICHAEL A & SCHWARZ LIESEL A
208 CHELSA AVE
GLENESIDE PA 19038

BISCHOFF HOWARD G & MARGARET M
122 MILL RD
ORELAND PA 19075-1111

WILLIAMS DANA S
229 LINDEN AVE
NORTH HILLS PA 19038-1015

EDLEMAN TRAVIS & KEELEY SCOTT &
SWEENEY CHRIS
1241 LOIS RD
AMBLER PA 19002

MINOR GEORGE K & VIOLET
113 GIRARD AVE
GLENESIDE PA 19038-1007

DUKLE SAGAR & VIJAYA
2506 LONG MEADOW RD
LANSDALE PA 19446

MANNING CANDY L
110 LINDEN AVE
GLENESIDE PA 19038-1014

WALLACE CLIFTON & MOZELLA
108 LOGAN AVE
GLENSIDE PA 19038-1018

SINGH SHELLA
701 MOCKINGBIRD LN
NORRISTOWN PA 19403

WILLIAMS OLUWOLE AYODELE & OLUFEMI
125 JACKSON AVE
GLENSIDE PA 19038

DALEY JOHN J JR & MARY ANNE
214 MILL RD
ORELAND PA 19075-1112

SINGH SHELLA & PHASHJIT
701 MOCKINGBIRD LN
NORRISTOWN PA 19403

BECKER ALLISON & GIARDINELLI
NICHOLAS
110 MILL RD
ORELAND PA 19075

GRAY SUZANNE E

BAKER SARAH I
116 CHELSEA AVE
GLENSIDE PA 19038

BAKER SARAH I



NOTICE OF
PUBLIC HEARING
REGARDING THE PROPOSED
REVISIONS TO THE
ZONING ORDINANCES
OF THE TOWN OF
MIDDLEBURY, VERMONT
FOR THE YEAR 2021
The Town of Middlebury, Vermont, is holding a public hearing on the proposed revisions to the Zoning Ordinance for the year 2021. The hearing will be held on the following date and time:
Date: 03/05/2021
Time: 10:35 AM
Location: Town Office, 100 North Main Street, Middlebury, Vermont
The purpose of the hearing is to receive public input on the proposed revisions. All interested parties are invited to attend and provide their comments. The hearing will be held in the Town Office, 100 North Main Street, Middlebury, Vermont. The hearing will be held on the following date and time:
Date: 03/05/2021
Time: 10:35 AM
Location: Town Office, 100 North Main Street, Middlebury, Vermont
The hearing will be held in the Town Office, 100 North Main Street, Middlebury, Vermont. The hearing will be held on the following date and time:
Date: 03/05/2021
Time: 10:35 AM
Location: Town Office, 100 North Main Street, Middlebury, Vermont

03/05/2021 10:35AM

Post-3-5-21

NOTICE OF PUBLIC HEARING

BEFORE ZONING HEARING BOARD
UPPER DUBLIN TWP., MONTG. CO., PA

2356

A hearing will be held on the application of:

Violet Minor

at the Upper Dublin Township, 801 Loch Alsh Avenue, Fort
Washington, PA. 19034 on:

Monday, March 22, 2021 @ 7:30 P.M.

Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>

The property involved is on:

162 Logan Avenue

#2356: *Violet Minor of 113 Girard Avenue, Glenside, PA 19038* for the property at 162 Logan Avenue requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Zoning Officer

801 Loch Alsh Avenue

Fort Washington, PA. 19034

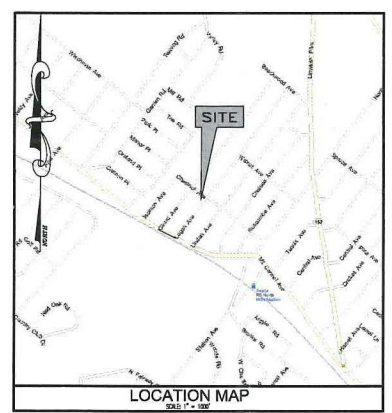
(215) 643-1600, Ext. 3213

GRADING NOTES:

- 1) SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOLES REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER A.S.T.M. TEST 29-107. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL BE NO MORE THAN 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED SOILS ENGINEER, REGISTERED WITHIN THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS.
- 2) CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO ENSURE 0.75 MIN. SLOPE AGAINST ALL CURBS, ISLANDS AND GUTTERS, AND 1.0% MIN. ON ASPHALT TO PREVENT POONDING. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COST, MUST BE IDENTIFIED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH ANY CONSTRUCTION HAVING DESIGN DISCREPANCIES IS DONE SO AT THE CONTRACTOR'S OWN RISK.
- 3) PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE. FIELD GRADE TO CREATE A MIN. OF 0.75% GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION.
- 4) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UTILITY "ONE-CALL" NUMBER 72 HOURS PRIOR TO ANY EXCAVATION ON THIS SITE. CONTRACTOR SHALL ALSO NOTIFY LOCAL WATER & SEWER DEPARTMENTS TO MARK UP THEIR UTILITIES.
- 5) SUBBASE MATERIAL FOR SIDEWALKS, CURB OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED TO 95% OPTIMUM DENSITY (AS DETERMINED BY MODIFIED PROCTOR METHOD).
- 6) BICYCLE SAFE GRATES SHALL BE INSTALLED ON INLETS IN PAVED AREAS.
- 7) ALL STORM WATER AND ROADWAY MATERIALS AND RELATED SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWNSHIP STANDARDS AND SPECIFICATIONS AND PENNDOT PUBLICATION 408 AND ARE SUBJECT TO INSPECTION BY THE TOWNSHIP ENGINEER.
- 8) ALL DISTURBED AREAS, OTHER THAN PROPOSED PAVED AREAS, SHALL BE STABILIZED WITH TOPSOIL TO A DEPTH OF FOUR (4) TO SIX (6) INCHES. THE TOPSOIL SHALL BE FREE OF ALL DEBRIS, ROOTS AND OTHER OBSTACLES THAT MIGHT INTERFERE WITH PROPOSED PLANTING, FERTILIZING, OR MAINTENANCE OPERATIONS.
- 9) ALL PROPOSED SPOT ELEVATIONS ARE EITHER BOTTOM OF CURB OR FINISHED GROUND UNLESS OTHERWISE NOTED.
- 10) THE SEEPAGE BED AND STORMWATER FACILITIES (AS SHOWN ON THIS PLAN) ARE A BASIC AND PERPETUAL PLAN OF THE STORM DRAINAGE SYSTEM OF THE TOWNSHIP, AND AS SUCH ARE TO BE PROTECTED AND PRESERVED, IN ACCORDANCE WITH THE APPROVED FINAL PLAN BY THE OWNER(S) ON WHOSE LAND THE STRUCTURE(S) IS/ARE LOCATED. THE TOWNSHIP AND/OR ITS AGENTS RESERVES THE RIGHT AND PRIVILEGE TO ENTER UPON SUCH LANDS FROM TIME TO TIME FOR THE PURPOSE OF INSPECTION OF SAID STORMWATER FACILITIES IN ORDER TO DETERMINE THAT THE STRUCTURAL AND DESIGN INTEGRITY ARE BEING MAINTAINED BY THE OWNER(S). IN THE EVENT THAT MAINTENANCE AND STRUCTURAL INTEGRITY ARE NOT MAINTAINED BY THE OWNER AS REQUIRED BY THE TOWNSHIP, THE OWNER HEREBY GRANTS TO THE TOWNSHIP THE RIGHT TO ENTER UPON SUCH PROPERTY AND TO PERFORM ANY AND ALL IMPROVEMENTS, REVISIONS OR MAINTENANCE AS MAY BE DETERMINED NECESSARY AND TO RECOVER THE COSTS THEREOF FROM THE PROPERTY OWNER BY ALL LAWFUL MEANS INCLUDING, BUT NOT LIMITED TO, THE IMPOSITION OF A MUNICIPAL LIEN ON THE SUBJECT PROPERTY.

GRADING PERMIT PLAN FOR SINGLE FAMILY HOME AT 162 LOGAN AVENUE GLENSIDE, PA 19038 UPPER DUBLIN TOWNSHIP MONTGOMERY COUNTY COMMONWEALTH OF PENNSYLVANIA

PREPARED FOR
EVANS HOMES
920 SOUTH BROAD STREET
LANSDALE, PA 19446



INDEX OF DRAWINGS

1	TITLE SHEET
2	SITE / RECORD PLAN
3	EXISTING FEATURES/REMOVALS PLAN
4	GRADING/UTILITY/ENS CONTROL PLAN
5	CONSTRUCTION DETAILS

EQUITABLE OWNER: VOLET MINOR
ADDRESS: 113 GIRARD AVENUE
GLENSIDE, PA 19038

APPLICANT: EVANS HOMES
ADDRESS: 920 S. BROAD STREET
LANSDALE, PA 19446
PHONE: 215-382-2072

CERTIFICATION OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS ALL DRAWINGS BEARING MY SEAL, ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE UPPER DUBLIN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE.



DATE: _____
JOSHUA A. CASTILLO, PE00061

DATE: _____
TIMOTHY B. JOHNSON, PLS S43334

APPROVED BY UPPER DUBLIN TOWNSHIP SUPERVISORS THIS _____ DAY OF _____, 20____.

CHARPERSON: _____
TOWNSHIP MANAGER: _____

RECORD OF DEEDS
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN NORRISTOWN, MONTGOMERY COUNTY, PENNSYLVANIA IN PLAN BOOK NO. _____ PAGE _____ ON THE _____ DAY OF _____, 20____.

RECORD OWNER'S ACKNOWLEDGMENT OF INTENT
EVANS HOMES IS THE EQUITABLE OWNER OF THE LAND AND HAS LAID OUT UPON ITS LAND SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA CERTAIN LOTS AND STREETS ACCORDING TO THE ACCOMPANYING PLAN AND DESIRES THAT THE PLAN BE RECORDED AS SUCH ACCORDING TO LAW.

BY: EVANS HOMES DATE: _____
MONTGOMERY COUNTY PLANNING COMMISSION

MCPC NO. _____
PROCESSED AND REVIEWED. A REPORT HAS BEEN PREPARED BY THE MONTGOMERY COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPAL PLANNING CODE.

CERTIFIED THIS DATE _____
FOR THE DIRECTOR _____

CALL BEFORE YOU DIG
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE TO THE UTILITY LOCATING SERVICE - 1-800-482-1170

PA 1
REGISTERED PROFESSIONAL SURVEYOR
MONTGOMERY COUNTY, PA

WILKINSON & ASSOCIATES, INC.
1230 VALLEY FORGE ROAD
THE COMMONS AT VALLEY FORGE
SUITE 22
PHOENIXVILLE, PA 19460
PHONE (610) 415-1220
FAX (610) 415-1224

MJE BUILDERS
162 LOGAN AVENUE
GLENSIDE, PA 19038
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

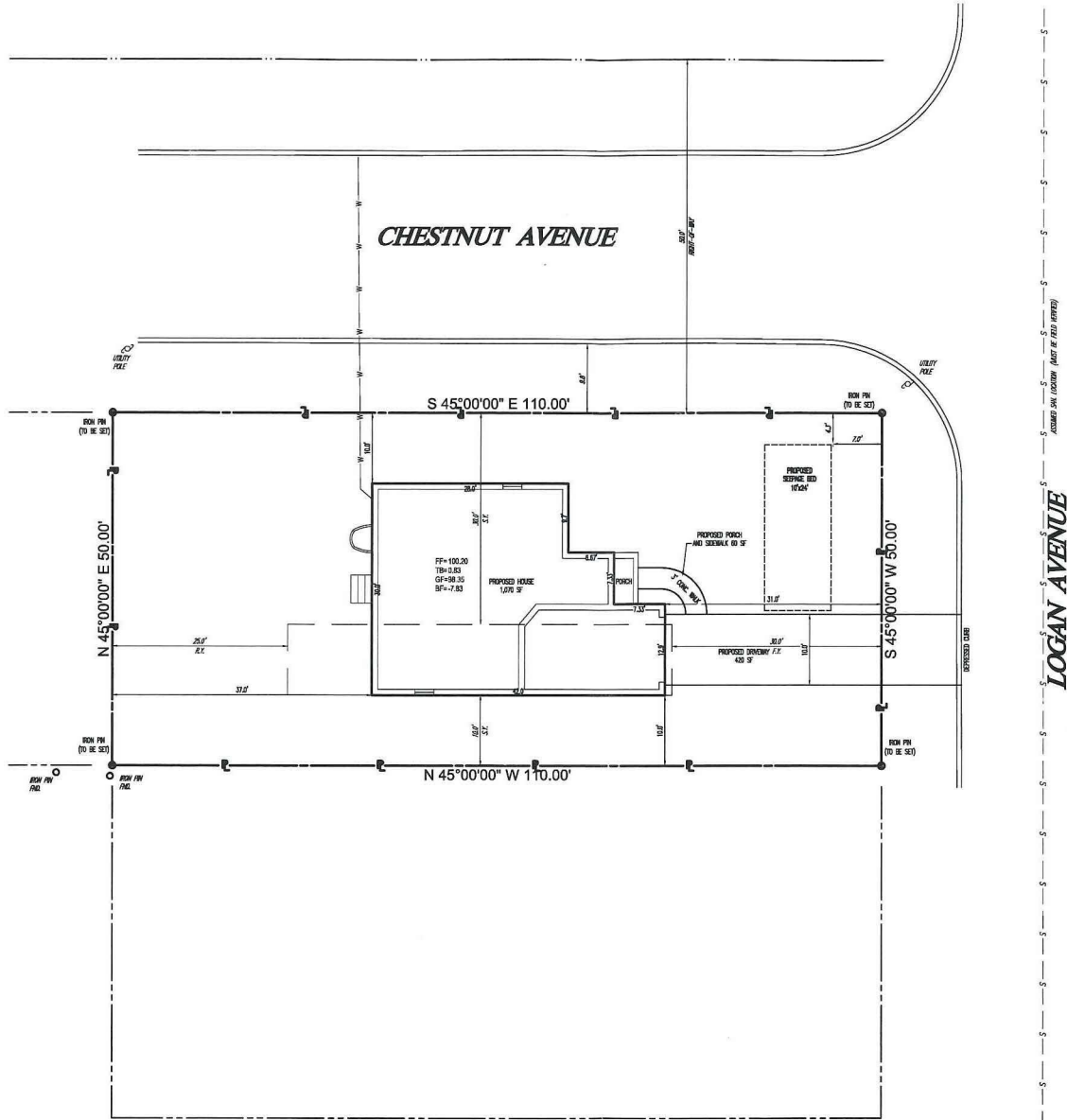
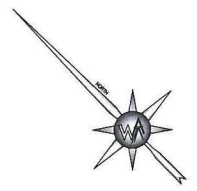
GRADING PERMIT PLAN
TITLE SHEET

PROJECT MANAGER: JAC
DATE: 08-29-20
PROJECT NO.: 200222
DRAWING NO.: 200222(01)

SHEET NO.: **01**

GRADING NOTES:

- 1) SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER A.S.T.M. TEST D-1557. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL BE NO MORE THAN 2% ABOVE NOR 2% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED SOILS ENGINEER, REGISTERED WITHIN THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS.
- 2) CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO ENSURE 0.75% MIN. SLOPE AGAINST ALL CURBS, ISLANDS AND GUTTERS, AND 1.0% MIN. ON ASPHALT, TO PREVENT PONDING. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COSTS MUST BE IDENTIFIED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH ANY CONSTRUCTION HAVING DESIGN DISCREPANCIES IS DONE SO AT THE CONTRACTOR'S OWN RISK.
- 3) PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE. FIELD GRADE TO CREATE A MIN. OF 0.75% GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION.
- 4) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UTILITY "ONE-CALL" NUMBER 72 HOURS PRIOR TO ANY EXCAVATION ON THIS SITE. CONTRACTOR SHALL ALSO NOTIFY LOCAL WATER & SEWER DEPARTMENTS TO MARK OUT THEIR UTILITIES.
- 5) SUBBASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED TO 95% OPTIMUM DENSITY (AS DETERMINED BY MODIFIED PROCTOR METHOD).
- 6) BICYCLE SAFE GRATES SHALL BE INSTALLED ON INLETS IN PAVED AREAS.
- 7) ALL STORM WATER AND ROADWAY MATERIALS AND RELATED SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWNSHIP STANDARDS AND SPECIFICATIONS AND PENNDOT PUBLICATION 408 AND ARE SUBJECT TO INSPECTION BY THE TOWNSHIP ENGINEER.
- 8) ALL DISTURBED AREAS, OTHER THAN PROPOSED PAVED AREAS, SHALL BE STABILIZED WITH TOPSOIL TO A DEPTH OF FOUR (4) TO SIX (6) INCHES. THE TOPSOIL SHALL BE FREE OF ALL DEBRIS, ROOTS AND OTHER OBJECTS THAT MIGHT INTERFERE WITH PROPOSED PLANTING, FERTILIZING, OR MAINTENANCE OPERATIONS.
- 9) ALL PROPOSED SPOT ELEVATIONS ARE EITHER BOTTOM OF CURB OR FINISHED GROUND UNLESS OTHERWISE NOTED.
- 10) THE SEEPAGE BED AND STORMWATER FACILITIES (AS SHOWN ON THIS PLAN) ARE A BASIC AND PERPETUAL PLAN OF THE STORM DRAINAGE SYSTEM OF THE TOWNSHIP, AND AS SUCH ARE TO BE PROTECTED AND PRESERVED. IN ACCORDANCE WITH THE APPROVED FINAL PLAN BY THE OWNER(S) ON WHOSE LAND THE STRUCTURE(S) IS(ARE) LOCATED, THE TOWNSHIP AND/OR ITS AGENTS RESERVES THE RIGHT AND PRIVILEGE TO ENTER UPON SUCH LANDS FROM TIME TO TIME FOR THE PURPOSE OF INSPECTION OF SAID STORMWATER FACILITIES IN ORDER TO DETERMINE THAT THE STRUCTURAL AND DESIGN INTEGRITY ARE BEING MAINTAINED BY THE OWNER(S). IN THE EVENT THAT MAINTENANCE AND STRUCTURAL INTEGRITY ARE NOT MAINTAINED BY THE OWNER AS REQUIRED BY THE TOWNSHIP, THE OWNER HEREBY GRANTS TO THE TOWNSHIP THE RIGHT TO ENTER UPON SUCH PROPERTY AND TO PERFORM ANY AND ALL IMPROVEMENTS, REVISIONS OR MAINTENANCE AS MAY BE DETERMINED NECESSARY AND TO RECOVER THE COSTS THEREOF FROM THE PROPERTY OWNER BY ALL LAWFUL MEANS INCLUDING, BUT NOT LIMITED TO, THE IMPOSITION OF A MUNICIPAL LEND ON THE SUBJECT PROPERTY.



GENERAL NOTES:

- 1) THIS PLAN REFERENCE: A DRAWING ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY" PREPARED BY WILKINSON & ASSOCIATES, INC. PROJECT NO. 2020222 DATED SEPTEMBER 20, 2020
- 2) EQUITABLE OWNER: VIOLET MINOR ADDRESS: 113 GIRARD AVENUE GLENSIDE, PA 19038 PHONE: 215-362-2072
- 3) APPLICANT: EVANS HOMES ADDRESS: 920 S. BROAD STREET LANSDALE, PA 18446 PHONE: 215-362-2072
- 4) TAX MAP REFERENCE: PROPERTY KNOWN AS APN 54-00-11110-005 ON THE OFFICIAL TAX MAPS OF UPPER DUBLIN TOWNSHIP, MONTEGOMERY COUNTY, PENNSYLVANIA TOTAL SITE AREA = 5,500.00 SF OR 0.1262 AC
- 5) (TR) INDICATES ITEM TO BE REMOVED. ALL OTHER ITEMS TO REMAIN UNLESS OTHERWISE NOTED.
- 6) PROPOSED BUILDING AND DRIVEWAY SIZES & LOCATIONS ARE FOR GRAPHICAL REPRESENTATION ONLY. ACTUAL CONSTRUCTED LOCATIONS MAY VARY SLIGHTLY.
- 7) ZONING DATA: ZONED: NH NORTH HILLS RESIDENTIAL PROPOSED USE: RESIDENTIAL

NH NORTH HILLS RESIDENTIAL		
	REQUIRED	PROPOSED
MIN. LOT AREA	5,500.00 SF	5,500.00 SF
MIN. LOT WIDTH & DEPTH	50 FT	50 FT
MIN. FRONT YARD	30 FT	31.0 FT
MIN. SIDE YARD	5 FT	10.0 FT
MIN. REAR YARD	25 FT	32.0 FT
MAX. BLDG. HEIGHT	35 FT	42.0 FT
MAX. BLDG. COVERAGE	20%	1.00% (1.00%)
MAX. IMPERVIOUS SURFACE	30%	1,700.00 SF (30.9%)

IMPERVIOUS COVERAGE		
	AREA (S.F.)	PERCENTAGE
LOT	5,500.00 S.F.	0.12 AC
BUILDING	1,070.00 S.F.	19.45%
3" CONC. WALK & PORCH	60.00 S.F.	1.09%
DRIVEWAY	420.00 S.F.	7.64%
FUTURE IMPERVIOUS	150.00 S.F.	2.73%
TOTAL	1,700.00 S.F.	30.9%

VARIANCES REQUESTED:

FROM Z.O. SECTION 285-17.2B TO ALLOW CORNER LOT TO HAVE ONE FRONT YARD, TWO SIDE YARDS, AND ONE REAR YARD. THE ROAD PARALLEL TO THE SIDE OF THE BUILDING SHALL DETERMINE THE SIDE YARD.

CERTIFICATION OF ACCURACY

THIS IS TO CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS ALL DRAWINGS BEARING MY SEAL, ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE UPPER DUBLIN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE.

SURVEYORS CERTIFICATION BOUNDARY & TOPOGRAPHY

THIS IS TO CERTIFY THAT THIS PLAN REPRESENTS A FIELD SURVEY BY ME OR UNDER MY SUPERVISION, THAT ALL PROPERTY CORNERS ARE SET AS SHOWN HEREON, THAT ALL GEOMETRIC AND GEODETIC DETAILS AS SHOWN ARE CORRECT, AND THAT ALL LOTS OR TRACTS HAVE A BOUNDARY CLOSURE ERROR OF 1:10,000 OR BETTER.



DATE: _____
 JOSHUA A. CASTILLO, PE080001

DATE: _____
 TIMOTHY B. JOHNSON, PLS 5143334

APPROVED BY UPPER DUBLIN TOWNSHIP SUPERVISORS THIS _____ DAY OF _____, 20____.

CHAIRPERSON: _____
 TOWNSHIP MANAGER: _____

RECORDER OF DEEDS
 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN NORRISTOWN, MONTGOMERY COUNTY, PENNSYLVANIA IN PLAN BOOK NO. _____ PAGE _____ ON THE _____ DAY OF _____, 20____.

RECORD OWNER'S ACKNOWLEDGMENT OF INTENT
 EVANS HOMES IS THE EQUITABLE OWNER OF THE LAND AND HAS LAID OUT UPON ITS LAND SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA CERTAIN LOTS AND STREETS ACCORDING TO THE ACCOMPANYING PLAN AND DEEDS THAT THE PLAN BE RECORDED AS SUCH ACCORDING TO LAW.

BY: EVANS HOMES DATE: _____

MCPD NO. _____
 PROCESSED AND REVIEWED. A REPORT HAS BEEN PREPARED BY THE MONTGOMERY COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING CODE.

CERTIFIED THIS DATE: _____
 FOR THE DIRECTOR: _____

MONTGOMERY COUNTY PLANNING COMMISSION

LEGEND

- LOT LINE
- NEAR-PRIORITY LINE
- BUILDING/STACKLINE
- ROADWAY CENTERLINE

CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES THAT YOU CALL BEFORE YOU DIG TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. FAILURE TO DO SO MAY RESULT IN FINE AND/OR JAIL.
 1-800-486-7178

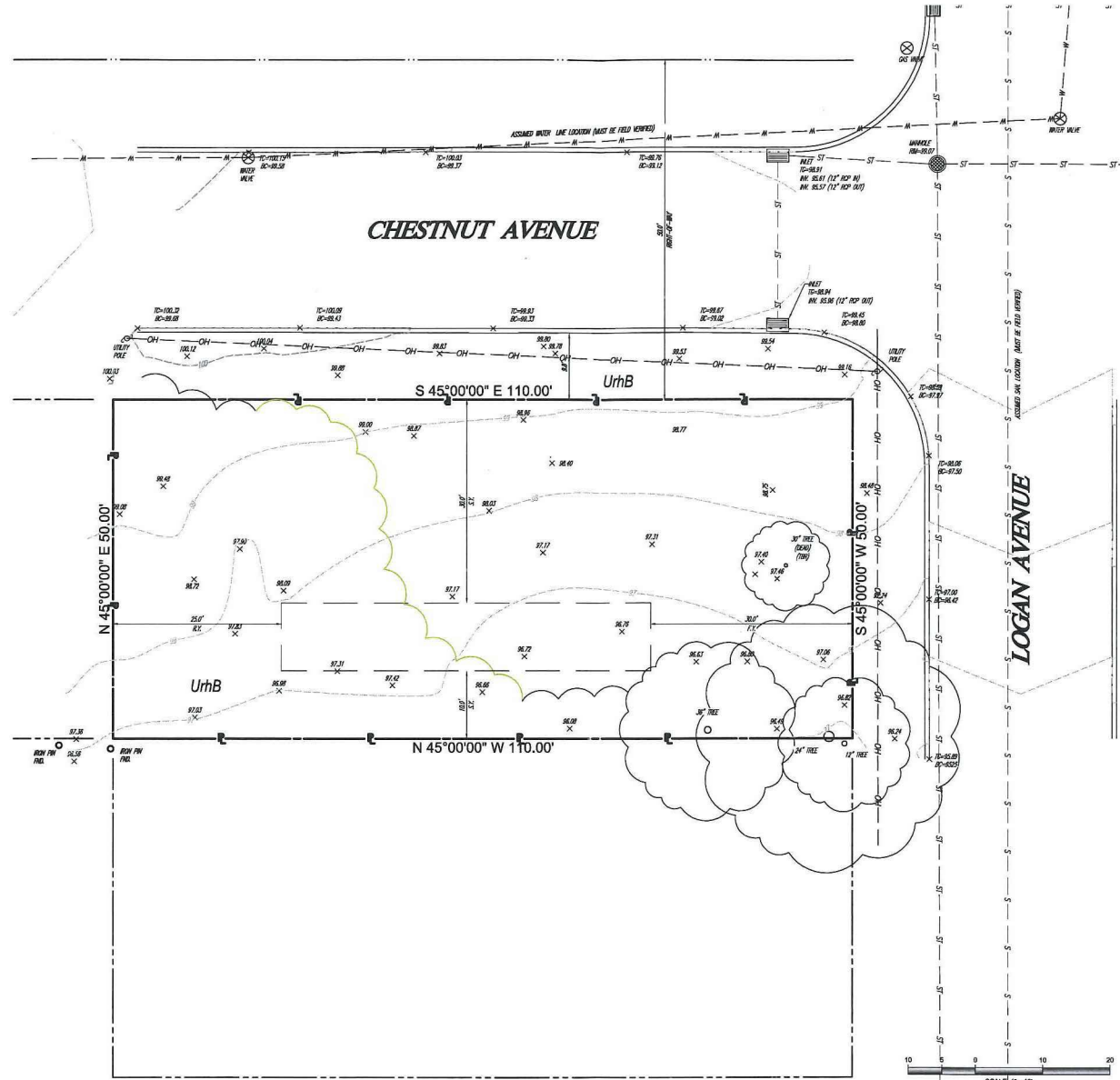
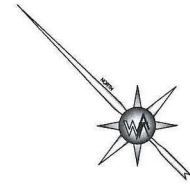
NO.	DATE	DESCRIPTION

WILKINSON & ASSOCIATES, INC.
 1230 VALLEY FORGE ROAD
 THE COMMONS AT VALLEY FORGE
 SUITE 22
 PHOENIXVILLE, PA 19460
 PHONE (610) 415-1220
 FAX (610) 415-1224

MJE BUILDERS
 1230 VALLEY FORGE ROAD
 SUITE 22
 PHOENIXVILLE, PA 19460
 MONTGOMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA

GRADING PERMIT PLAN
SITE/RECORD PLAN

PROJECT NUMBER: JAC	DATE: 10-26-20	PROJECT NO.: 2020222	DRAWING NO.: 2020222-0100
VERT. SCALE: UNLIM.	HORIZ. SCALE: UNLIM.	DATE: 10-26-20	PROJECT NO.: 2020222
DATE: 10-26-20	PROJECT NO.: 2020222	DRAWING NO.: 2020222-0100	SHEET NO.: 02



EXISTING FEATURES LEGEND

- TRACT (SITE) BOUNDARY
- ADJACENT BOUNDARY
- RIGHT-OF-WAY LINE
- ROADWAY CENTERLINE
- WETLAND BOUNDARY
- TREE LINE
- CONTOUR (MAJOR INDEX)
- CONTOUR (MINOR)
- SPOT ELEVATION
- STORM SEWER
- SANITARY SEWER
- GAS LINE
- WATER LINE
- UNDERGROUND ELECTRICAL LINE
- OVERHEAD UTILITY LINE
- UNDERGROUND TELEPHONE LINE
- SOIL TYPE BOUNDARY
- EXISTING SOIL TYPE IDENTIFIER
- IRON PIN FOUND
- UTILITY POLE
- MANHOLE
- VEGETATION TO BE REMOVED
- PAVEMENT TO BE REMOVED



CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES 3
 WORKING DAYS BEFORE ANY
 CONSTRUCTION PHASE AND 10
 WORKING DAYS BEFORE ANY
 UTILITY PHASE TO CALL
 1-800-482-1778

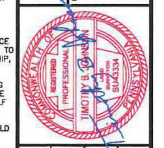
NO.	DATE	DESCRIPTION

WILKINSON & ASSOCIATES, INC.
 1730 VALLEY FORGE ROAD
 THE COMMONS AT VALLEY FORGE
 SUITE 22
 PHOENIXVILLE, PA 19460
 PHONE (610) 415-1720
 FAX (610) 415-1724



MJE BUILDERS
 1730 VALLEY FORGE ROAD
 GLENESIDE, PA 19038
 UPPER DUBLIN TOWNSHIP
 CHESTER COUNTY, PA 19380
 COMMONWEALTH OF PENNSYLVANIA

GRADING PERMIT PLAN
EXISTING FEATURES/DEMOLITION PLAN

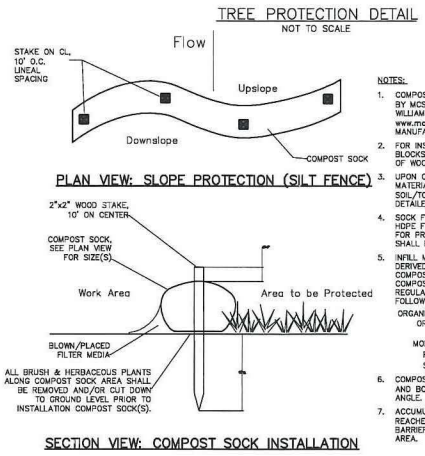
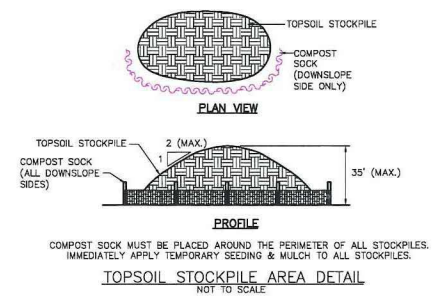
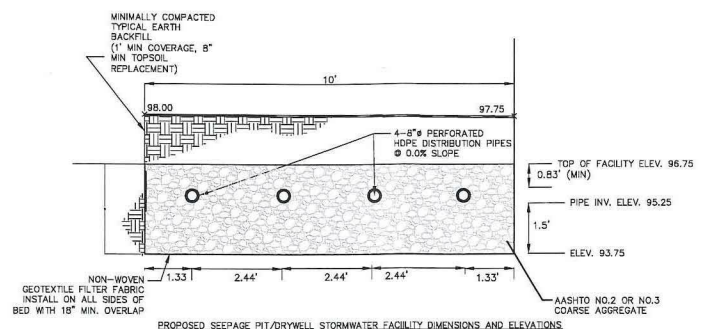
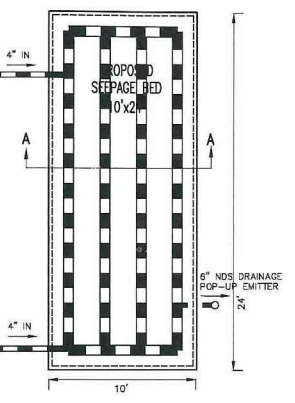
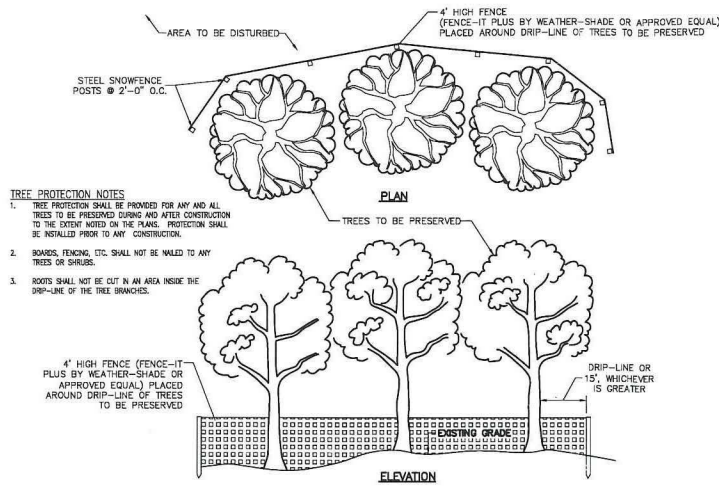
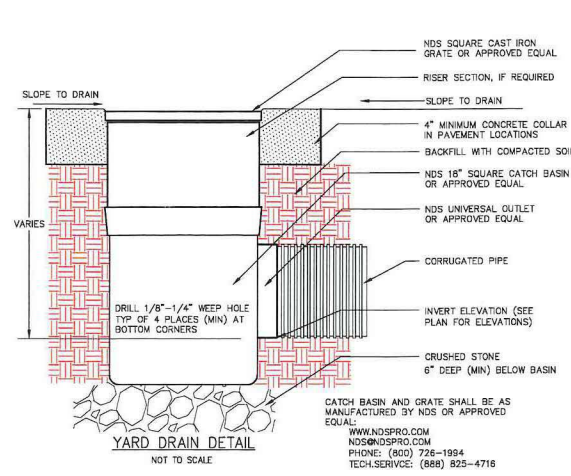


PROJECT NUMBER: JAM	DATE: 08-26-20	PROJECT NO.: 200222	DRAWING NO.: 100022-0100
SCALE: AS SHOWN	SCALE: AS SHOWN	SCALE: AS SHOWN	SCALE: AS SHOWN
DATE: 08-26-20	DATE: 08-26-20	DATE: 08-26-20	DATE: 08-26-20
BY: JAM	BY: JAM	BY: JAM	BY: JAM
CHECKED BY: JAM	CHECKED BY: JAM	CHECKED BY: JAM	CHECKED BY: JAM
APPROVED BY: JAM	APPROVED BY: JAM	APPROVED BY: JAM	APPROVED BY: JAM

SOIL NOTE:
 THE ENTIRE SITE IS WITHIN THE URHB URBAN LAND-DUFFIELD COMPLEX, 0 TO 8 PERCENT SLOPES SOIL TYPE.
CHAPTER 93 WATERSHED CLASSIFICATION
 UNNAMED TRIBUTARY TO THE WISSAHICKON CREEK - TROUT STOCKED FISHERY (TSF)

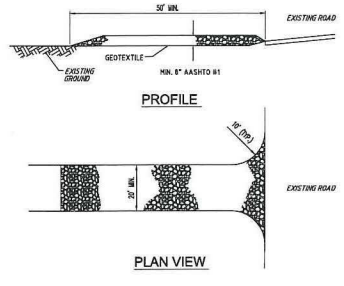
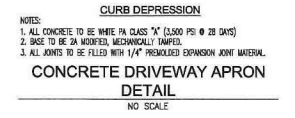
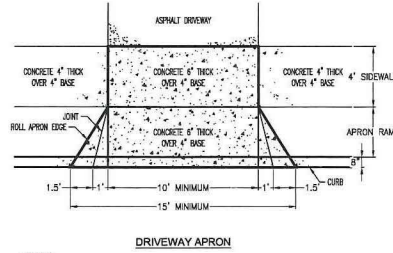
- EXISTING FEATURES NOTES**
- NO ENVIRONMENTAL CONCERNS SUCH AS WATERCOURSES, WETLANDS, HAZARDOUS ISSUES, OR HAZARDOUS CONTAMINATES WERE INVESTIGATED OR LOCATED AS PART OF THE SURVEY, NOR ARE THEY SHOWN ON THE SURVEY MAP.
 - THE SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE SEARCH.
 - ALL DEMOLITION TO BE PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE TOWNSHIP, STATE & FEDERAL CODES AND REGULATIONS. ALL DEBRIS TO BE REMOVED FROM SITE AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE TOWNSHIP, STATE, & FEDERAL REGULATIONS.
 - THIS PLAN IS NOT INTENDED TO DEPICT ALL FACTS AND ITEMS TO BE ADDRESSED DURING THE COURSE OF DEMOLITION ACTIVITIES. THIS PLAN IS INTENDED TO REPRESENT ONLY THE READILY VISIBLE EXISTING IMPROVEMENTS ON SITE. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS PRIOR TO FINALIZING HIS BID AND PROVIDE ALL NECESSARY DEMOLITION SERVICES REQUIRED TO COMPLETE THE SCOPE OF WORK OUTLINED ON THESE DRAWINGS. UPON INITIATION OF DEMOLITION, CONTRACTOR SHALL ADVISE IMMEDIATELY SHOULD CONFLICTS ARISE IN THE FIELD.
 - ALL UTILITIES SHALL BE DISCONNECTED, ABANDONED AND/OR REMOVED IN ACCORDANCE WITH ALL APPLICABLE TOWNSHIP, STATE, & FEDERAL REGULATIONS.
 - THE DEMOLITION PLAN IS PREPARED FOR DEMOLITION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT.
 - LOCATION OF ALL UTILITIES ARE APPROXIMATE AND BASED ON INFORMATION PROVIDED BY THE RESPECTIVE UTILITY COMPANIES.
 - (TBR) = ITEM TO BE REMOVED. ALL OTHER FEATURES ARE TO REMAIN UNLESS NOTED OTHERWISE.
 - CONTRACTOR MUST ADHERE TO ALL SAFETY REGULATIONS GIVEN BY O.S.H.A., OWNER, AND THE LOCAL AND STATE AUTHORITIES.
 - ALL UTILITIES AND STRUCTURES WITHIN PUBLIC RIGHTS-OF-WAY SHALL REMAIN UNLESS OTHERWISE NOTED.
 - ELEVATIONS SHOWN ARE EXPRESSED IN US SURVEY FEET AND ARE BASED UPON APPROXIMATING FROM USGS.
 - ANY UTILITIES DAMAGED DURING DEMOLITION AND CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED IN KIND BY THE CONTRACTOR AT HIS OWN EXPENSE. UTILITY REMOVAL, ABANDONMENT, AND/OR RELOCATION SHALL BE IN ACCORDANCE WITH REQUIREMENTS FROM THE RELEVANT UTILITY COMPANY.

SHEET NO.: **03**



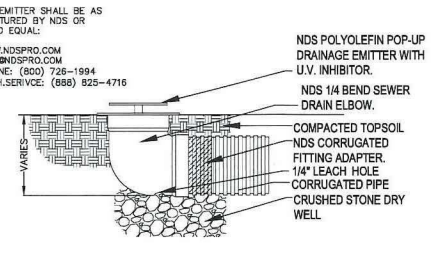
- NOTES:**
1. COMPOST SOCK SHALL BE "SILT SOCK" AS SUPPLIED BY MDS INC. (1971 N. BLACK HORSE PIKE, WILLIAMSTOWN, N. CAROLINA, 28688-5228-1044, WWW.MDSPI.COM) OR EQUAL PRODUCT BY OTHER MANUFACTURER.
 2. FOR INSTALLATIONS ON EXISTING PAVEMENT, UNDER BLOCKS ON DOWNSTREAM SIDE MAY BE USED IN LIEU OF WOOD STAKES TO ANCHOR THE SOCKS.
 3. UPON COMPLETION OF THE PROJECT, COMPOST MATERIAL SHALL BE MIXED WITH ON-SITE SOIL/TOPSOIL AND SPREAD ON THE SITE AS DETAILED IN SEEDING AND MULCHING SCHEDULE.
 4. SOCK FABRIC SHALL BE 3/16" PHOTO-DEGRADABLE HDPE FOR INSTALLATIONS LESS THAN 6 MONTHS. FOR PRODUCTS WITH LONGER DURATIONS, SOCKS SHALL BE MULTI-FILAMENT POLYPROPYLENE FABRIC.
 5. INFILL MATERIAL SHALL BE WEED FREE COMPOST DERIVED FROM WELL-DECOMPOSED ORGANIC MATTER. COMPOST SHALL BE PRODUCED USING AEROBIC COMPOSTING PROCESS MEETING OR EXCEEDING REGULATIONS. COMPOST MATERIAL SHALL MEET THE FOLLOWING REQUIREMENTS:
 ORGANIC MATTER CONTENT: 25% - 100%
 ORGANIC PORTION: 3.5 - 8.5
 pH: 5.5 - 8.5
 MOISTURE CONTENT: 30% - 60%
 PARTICLE SIZE: 30-306 PASS 3/8" SIEVE
 SOLUBLE SALT: 5.0 G/50g MAXIMUM
 6. COMPOST SOCKS SHALL BE PLACED AT LEVEL GRADE AND BOTH ENDS EXTENDED 8" MIN. UP SLOPE AT 45° ANGLE.
 7. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2" ABOVE GROUND HEIGHT OF THE SOCKS AND DISPOSED OF IN APPROVED UPLAND AREA.

COMPOST FILTER SOCK DETAIL
NOT TO SCALE

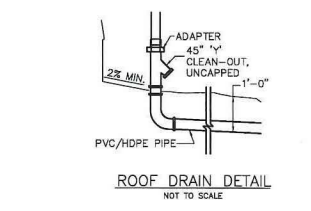


- NOTES:**
1. STOCKPILE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE.
 2. EXCEEDING ROCK OVER FULL WIDTH OF ENTRANCE.
 3. SEDIMENT SHALL BE SWEEPED FROM ROADWAY TO A SUSTAINABLE SEDIMENT REMOVAL SHIP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
- MAINTENANCE:**
- ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON THE ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50' INCREASING SITE CONDITION IS ADEQUATE OR INSTALL WASH BACK, WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, STORM SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

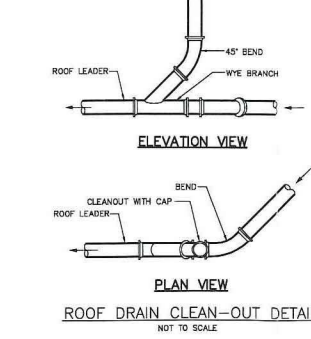
ROCK CONSTRUCTION ENTRANCE



6" NDS POP-UP EMITTER
NOT TO SCALE



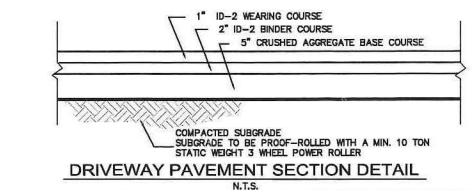
ROOF DRAIN DETAIL
NOT TO SCALE



ROOF DRAIN CLEAN-OUT DETAIL
NOT TO SCALE

SEEDING, TEMPORARY AND PERMANENT

1. TEMPORARY SEEDING SHALL BE PERFORMED ON ALL DISTURBED SOIL AREAS WITHIN IMMEDIATELY AFTER THE END OF THE GROWING SEASON, AND ON ALL DISTURBED SOIL AREAS IN WHICH ACTIVITIES HAVE CEASED AND WHICH WILL REMAIN EXPOSED. MINIMUM SPECIFICATIONS ARE AS FOLLOWS:
 - * SPRING AND SUMMER SEEDING: 100% ANNUAL RYEGRASS (LOUISIANA MULTIFLORUM) [85% PURITY, 85% GERMINATION, APPLIED AT 48 LBS/ACRE.]
 - * FALL SEEDING: WINTER RYE (TETRA PETIUS) [85% PURITY, 85% GERMINATION, APPLIED AT 168 LBS/ACRE.]
2. PERMANENT SEEDING BE PERFORMED ON ALL DISTURBED SOIL AREAS THAT ARE AT FINISHED GRADE, AND ALL DISTURBED SOIL AREAS THAT WILL NOT BE DISTURBED WITHIN ONE YEAR. MINIMUM SPECIFICATIONS ARE AS FOLLOWS:
 - * MOWED AREAS:
 - 20% PERENNIAL RYEGRASS MIXTURE (LOUISIANA PERENNE), [A COMBINATION OF IMPROVED CERTIFIED VARIETIES WITH NO ONE VARIETY EXCEEDING 50% OF THE TOTAL, 85% PURITY, 85% GERMINATION, APPLIED AT 20 LBS/ACRE.]
 - 30% PENNSYLVANIA RED FESCUE [85% PURITY, 85% GERMINATION, APPLIED AT 30 LBS/ACRE.]
 - 50% KENTUCKY BLUEGRASS MIXTURE (POA PRATENSIS), [A MIXTURE OF IMPROVED CERTIFIED VARIETIES WITH NO ONE VARIETY EXCEEDING 25% OF THE TOTAL, 85% PURITY, 85% GERMINATION, APPLIED AT 35 LBS/ACRE.] OR APPROVED EQUIVALENT.
 - * FULL SUN NON-MOWED MEADOW AREAS:
 - ERNST CONSERVATION SEEDS EASTERN EGYPTIAN NATIVE GRASS MIX ERNKA-177 [85% PURITY, 85% GERMINATION, APPLIED AT 35-40 LBS/ACRE OR 1 LB PER 1000 SQ. FT.]
 - * PARTIALLY SHADED NON-MOWED AREAS:
 - ERNST CONSERVATION SEEDS PARTIALLY SHADED AREA ROADSIDE MIX ERNKA-140 [85% PURITY, 85% GERMINATION, APPLIED AT 15 LBS/ACRE OR 1/3 - 1/2 LB PER 1000 SQ. FT.] OR APPROVED EQUIVALENT.



DRIVEWAY PAVEMENT SECTION DETAIL
N.T.S.

CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 FEET OF ADVANCE NOTICE TO ALL UTILITIES BEFORE ANY CONSTRUCTION TAKE AND TO WORKING UNDERGROUND UTILITY LOCATIONS. CALL 800-488-7243.

PA 1
1-800-262-1778

WILKINSON & ASSOCIATES, INC.
1730 VALLEY FORGE ROAD
THE COMMONS AT VALLEY FORGE
SUITE 22
PHOENIXVILLE, PA 19460
PHONE: (610) 415-1720
FAX: (610) 415-1724

MJE BUILDERS
UPPER DUBLIN TOWNSHIP
GLENSIDE, PA 19338
PHONE: (610) 728-1994
TECH.SERVICE: (888) 825-4716

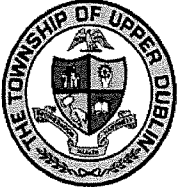
PRELIMINARY LAND DEVELOPMENT PLAN

CONSTRUCTION DETAILS

PROJECT MANAGER: JAC
DATE: 08-26-20
PROJECT NO.: 200222
DRAWING NO.: 200222-BIT00

SCALE: 1"=10'
DATE: 08-26-20
PROJECT NO.: 200222
DRAWING NO.: 200222-BIT00

SHEET NO.: 05



Upper Dublin Township

801 Loch Alsh Avenue
Fort Washington, PA 19034

Phone # 215-643-1600
Fax # 215-643-8843
<http://www.upperdublin.net>

Invoice

Date	Invoice #
2/10/2021	C-31748

PAID
02/10/2021

Bill To:
Hamburg,Rubin,Mullin,Maxwell & Lupin
375 Morris Road
P.O. Box 1479
Lansdale,PA. 19446-0773

Check No.	Payment Type	Property Location
113246	Check	162 Logan Avenue

ITEM #	DESCRIPTION	QTY	RATE	AMOUNT
01-361-3300	Zoning Hearing Board Fees		500.00	500.00

PLEASE NOTE: Payment of the permit fee does not constitute issuance of a permit. After the Permit Application has been reviewed, approved, and processed, the permit will be either mailed or emailed to Homeowner and Contractor. If any work commences before permit issuance, Late Fees will be charged. Thank you.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. Visa, MasterCard, and Discover are accepted. Please make all checks payable to "Upper Dublin Township".	Total	\$500.00
	Payments	-\$500.00
Geri Bauer, (215) 643-1600 ext. 3205	Balance Due	\$0.00

Zoning Hearing Board Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Jesse Conte

Submitting Department:

Item Type: Discussion

Agenda Section:

Subject:

Requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

Suggested Action:

Attachments:

[2357Advertisement.pdf](#)

[2357Application.pdf](#)

[2357Deed.pdf](#)

[2357NoticePosting.pdf](#)

[2357Petition.pdf](#)

[2357Photos.pdf](#)

[2357Plans.pdf](#)

[2357Receipt.pdf](#)

ZONING HEARING NOTICE UPPER DUBLIN TOWNSHIP

The Upper Dublin Township Zoning Hearing Board will hold public hearings on Monday, March 22, 2021 at 7:30 pm. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>.

The Zoning Hearing Board will hear and take testimony on the following applications:

#2354: *Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034* requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

#2356: *Violet Minor of 113 Girard Avenue, Glenside, PA 19038* for the property at 162 Logan Avenue requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

#2357: *Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002* requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075* request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

The Zoning Hearing Board may also consider action on any pending court appeals.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific

application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Community Planner and Zoning Officer
801 Loch Alsh Avenue, Fort Washington, PA. 19034
215-643-1600, ext. 3213
jennis@upperdublin.net

Advertisement: March 7 and 14, 2021 – Ambler Gazette

Ennis, James

From: mschmid@montgomerynews.com on behalf of Montgomery News Legal
<legal@montgomerynews.com>
Sent: Monday, March 01, 2021 2:22 PM
To: Ennis, James
Subject: Re: Legal Advertisement for Upcoming March 22, 2021 Zoning Hearing Board

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

Thanks Jim, I have scheduled it.

On Mon, Mar 1, 2021 at 1:54 PM Ennis, James <jennis@upperdublin.net> wrote:

Hello Maureen,

Upper Dublin Township kindly requests the attached advertisement for the March 22nd Zoning Hearing Board meeting appear in the Ambler Gazette on March 7, 2021 and March 14, 2021. Please confirm receipt of this message at your earliest convenience, as well as confirm everything stated within the attached document can be advertised. This request is due to the Zoning Hearing Board conducting the meeting remotely through Zoom and ensuring all interested parties are aware of how to access the meeting and/or provide input by email. Also, please provide proof of publication.

Thanks!

JIM ENNIS, AICP
Community Planner/Zoning Officer

Upper Dublin Township

801 Loch Alsh Avenue, Fort Washington, PA 19034

O 215.643.1600 x3213
E jennis@upperdublin.net

W www.upperdublin.net

Date Received: 2/12/21
 Fee Paid: \$500.00
 1st Ad 3/9/21 / 2nd Ad 3/19/21
 Date of Hearing: 3/22/21



UPPER DUBLIN TOWNSHIP
 ZONING HEARING BOARD
 APPLICATION # 2357

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:

email: gms-grath@olmrcs.com

Name of Applicant: OUR LADY OF MERCY SCHOOL Name of Owner: OLM School in behalf of A.O.P.H.L
 Address: 29 CONWELL DRIVE Address: SAME
 City, State and Zip: MAPLE GLEN, PA 19002 City, State and Zip: SAME
 Phone Number: 215 646-0150 Phone Number: SAME
 Name of Attorney: MICHAEL W. CASSIDY Attorney Phone Number: 215 287 9292
 Address: 49 SCHOOL ST City: AMBLER State: PA ZIP 19002
 email: cassidy.m@lschs.org

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Code Enforcement Department in which we were:

- Refused a building Permit
- Given conditional approval of a subdivision plan
- Other (specify) _____
- Ordered to Cease a current use

This appeal seeks:

- An interpretation of the ordinance or map
- A special exception under Article _____, Section _____, Subsection _____, Paragraph _____
- A Variance relating to the Use, Area, Frontage, Yard, Height, Parking, Other (specify) SIZE OF SHADE STRUCTURE FROM 600' TO 900 SQUARE FEET.

The applicable provisions of the Zoning Ordinance are as follows:

Chapter _____ Section 255 Subsection 29 Paragraph B
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____

The description of the property involved in this appeal is as follows:

Street Number: 29 Street Name: CONWELL DR. Deed Book: 3309 Page 0919
 Block Number: 40 Unit Number: 1 Parcel Number: 54-00-15343002
 Zoning District: INST. Served by Public Sewer (y/n) Y Served by Public Water (y/n) Y
 Lot Size: 14.46 ACRES Lot Dimensions: _____ Street Frontage: 539'

Describe the present use of the property and the existing improvements: SCHOOL + CHURCH

Describe the proposed use of the property and the proposed improvements: INSTALL A 30' by 30' SHADE STRUCTURE ON A GRASSY AREA BEHIND THE SCHOOL TO ALLOW FOR ADDITIONAL SAFETY + SOCIAL DISTANCING WHEN TEACHING OUR STUDENTS DURING THE WARMER MONTHS.

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No

If yes, please describe N/A

Is this property a part of a subdivision heretofore approved by the Township? Yes No

If Yes, give name of subdivision N/A Date of approval by Township N/A

We believe that the Zoning Board should approve this request because: OUR LADY of MERCY SCHOOL IS
AN
TRYING TO PROVIDE OUTDOOR TEACHING ENVIRONMENT TO PROVIDE
FOR SAFE AND HEALTHY SOCIAL DISTANCING CAUSED BY THE
COVID-19 PANDEMIC. IT WOULD PROVIDE THE STUDENTS PROTECTION
FROM THE SUN DURING THE WARMER MONTHS OF THE SCHOOL
YEAR (BEGINNING OF THE SCHOOL YEAR UNTIL NOV. 1ST; and
FROM MARCH 15th TO THE END OF THE SCHOOL YEAR). THE
HARDSHIP IS FINDING SUFFICIENT SPACE TO SOCIAL-DISTANCE

STATE OF PENNSYLVANIA: SS
 COUNTY OF MONTGOMERY:

BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S)
 AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

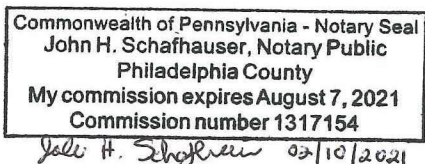
Sworn and subscribed to

John C. McGrath PRINCIPAL
 Applicant MR. JOHN McGRATH

before me, this 10th day

of February, 20 21

John H. Schafhauser
 Notary Public



Property owner(s) must join in the above application.

Sworn and subscribed to

Rev. Msgr. Brian P. Hennessy
 Owner MONSIGNOR BRIAN P. HENNESSY

before me, this 10th day

of February, 20 21

John H. Schafhauser
 Notary Public

This application must be filled out and signed by the owner and if different the applicant and filed with the Zoning officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

1. Copy of the deed showing current ownership.
2. Copies of leases or agreements affecting the premises.
3. Notarized zoning application & corporate sealed for companies.
4. Eight copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Registered Land Surveyor unless this requirement is waived by the Director of Code Enforcement.

000349

JUL 03 1963

CORPORATION DEED. No. 750

Printed for and Sold by John C. Clark Co., 1409 S. Penn Square, Phila.

This Indenture,

Made the First day of July in the year of our Lord one thousand nine hundred and sixty-three (1963) BETWEEN COMMUNITY LIFE INSURANCE COMPANY, a Pennsylvania corporation (hereinafter called the Grantor of the one part),

A N D

REVEREND P. DANIEL LEHMAN as Pastor of Saint Alphonsus Roman Catholic Parish, Upper Dublin Township, Montgomery County, Pennsylvania, and not in his private or individual capacity, acting herein with the authorization of His Excellency, Most Reverend John J. Krol, D.D., Archbishop of Philadelphia, (hereinafter called the Grantee of the other part),

Witnesseth, That the said Grantor

for and in consideration of the sum of — FORTY-TWO THOUSAND DOLLARS (\$42,000.00) —

lawful money of the United States of America, unto — it — well and truly paid by the said Grantee

at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, has — granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does — grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, his — Successors — and Assigns, solely in his capacity as Pastor of Saint Alphonsus R. C. Parish, Upper Dublin Township, Montgomery County, Pennsylvania, and not in his private or individual capacity, —

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, and described according to a Subdivision Plan of College View, Section No. 1, made by C. Raymond Weir Associates, Inc., Registered Professional Engineers, Anbler, Pennsylvania, on the 7th day of January, A. D. 1963 and revised the 29th day of March, A.D. 1963, as follows, to wit:

BEGINNING at a point in the center line of Temple Drive (fifty feet wide), which point is measured North Sixty-one degrees, Forty-nine minutes, Thirty seconds East One Hundred and sixty-six one-hundredths feet from a point of tangent therein, which point of tangent is measured on the arc of a circle curving to the right having a radius of Four Hundred feet the arc distance of One Hundred Thirty-nine and thirty-six one-hundredths feet from a point of curve therein, which point of curve is measured North Forty-one degrees, Fifty-one minutes, Forty-five seconds East Three Hundred Seventy-nine and twenty-five one hundredths feet from the center line of Kane Drive (fifty feet

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } SS.

On this, the 1st day of July 1963, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania the undersigned officer, personally appeared CHARLES A. MAHAHER who acknowledged himself to be the President of Community Life Insurance Company a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

William J. ...
Notary Public, 250 ... Philadelphia, Pennsylvania
My Commission Expires ...
Title of Officer

The address of the within-named Grantee is 1770 ...
William J. ...
On behalf of the Grantee

#191213
PHILADELPHIA TITLE INSURANCE COMPANY
56
6
349

DEED.

COMMUNITY LIFE INSURANCE COMPANY

-TO-

REWLEND P. DAHILL LEHMAN
MONTGOMERY COUNTY
ST. ALPHONSUS R. L. PARISH
PENNSYLVANIA

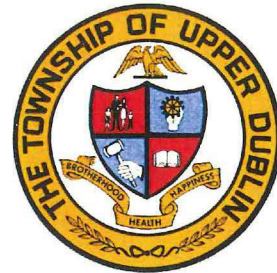
From: see: Temple Drive
Upper Dublin Township
Montgomery County
Pennsylvania

961 John C. Clark Co. Phila. 756
JOHN J. McDONALD
Industrial Real Estate
Property Management
923 Beury Building
Phila. 40, Pa.

Recorded in the office for recording of deeds in and for Montgomery County
in Deed Book No. 3293 page 1141 &c
Witness my hand and seal of office this 8th
day of July Anno Domini 1963

John S. Magill
Recorder

BOOK 3293 PAGE 1145



NOTICE OF PUBLIC HEARING

IRA S. TACKEL
President

ROBERT H. MCGUCKIN
Vice President

LIZ FERRY

GARY V. SCARPELLO

MEREDITH L. FERLEGER

ALYSON J. FRITZGES

CHERYL KNIGHT

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance on **Monday, March 22, 2021 at 7:30 PM.** Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>. During this meeting an application concerning **33 Conwell Avenue, Maple Glen, PA 19002** will be heard.

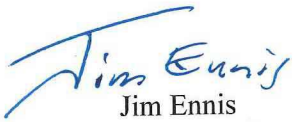
#2357: *Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002* requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

A copy of the application is on file in the Code Enforcement Department and may be seen upon request.

By Order of the Zoning Hearing Board.


Jim Ennis
Zoning Officer

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

If you are not able to attend the hearing, written comments may be entered into the record by submitting them in advance to the Department of Code Enforcement.

Advertisement Dates March 7 and 14, 2021 – Ambler Gazette

ST ALPHONSUS CATHOLIC CHURCH
33 CONWELL DR
MAPLE GLEN PA 19002

FINGERLIN ROGER F & KAREN M
611 BELL LN
AMBLER PA 19002-3306

CRUZ MARY LOUISE
1572 TEMPLE DR
AMBLER PA 19002-3317

CILETTI VINCENT J & CAROLINE P
711 BELL LN
AMBLER PA 19002-3307

MACNEAL ROBERT F & AMY A
1568 TEMPLE DRIVE
AMBLER PA 19002

ST ALPHONSUS CATHOLIC CHURCH
1563 TEMPLE DR
MAPLE GLEN PA 19002

BRADBURY DAVID & KATHLEEN
1563 TEMPLE DRIVE
MAPLE GLEN PA 19002

MURRAY DANIEL J & THERESA M
1576 TEMPLE DR
AMBLER PA 19002-3317

MCLAUGHLIN JAMES J JR & SUSAN
629 BELL LN
AMBLER PA 19002-3306

OSBORNE FRANK J & MARGARET A &
605 BELL LN
AMBLER PA 19002

CURRAN GERARD M & CATHERINE E
706 BELL LN
MAPLE GLEN PA 19002-3303

BRADY MARY BETH
635 BELL LN
AMBLER PA 19002-3306

WILLS STEVEN & NANCY
717 BELL LN
AMBLER PA 19002-3307

MCNAMARA STEVEN M & PATRICIA D
612 BELL LN
AMBLER PA 19002-3302

WALSH BRENDAN W & PATRICIA A
623 BELL LN
AMBLER PA 19002-3306

KRUEGER MARK J & BRIGITTE M
630 BELL LN
AMBLER PA 19002-3302

TADDEI ALBERT S & EILEEN D
1580 TEMPLE DR
AMBLER PA 19002-3317

TEMPLE UNIVERSITY
1938 LIACOURAS WALK STE 204
PHILADELPHIA PA 19122

WHEATLEY CHRISTOPHER & CATRINA
624 BELL LN
MAPLE GLEN PA 19002

BARRETT MICHAEL P & CARLYN V
723 BELL LN
AMBLER PA 19002-3307

GREENBAUM JOSH M & KATHLEEN M
641 BELL LN
AMBLER PA 19002-3306

GREEN VINCENT J JR & JENNIE T
636 BELL LN
MAPLE GLEN PA 19002

BARRETT MICHAEL P & CARLYN V

THRELFALL MARK & KATHLEEN
617 BELL LN
AMBLER PA 19002-3306

BARNES EDWARD J & PAMELA J
618 BELL LN
AMBLER PA 19002-3302

VISHER WILBUR A & DOROTHY S
1564 TEMPLE DR
AMBLER PA 19002-3317

PINTO ROSEMARY
705 BELL LN
AMBLER PA 19002-3307

FRIEL TERRANCE & STACEY
1559 TEMPLE DR
AMBLER PA 19002-3313

CHAN KEN H ZHAO YATING
1555 TEMPLE DR
MAPLE GLEN PA 19002

CHAN KEN N & XIAOXIAN L

FABISZEWSKI ROBERT A
600 BELL LN
MAPLE GLEN PA 19002

PARZIALE VINCENT A & ELIZABETH
534 BELL LN
AMBLER PA 19002-2829

CHAN KEN H

THORNBURG MARTIN & MARCELA
1551 TEMPLE DR
MAPLE GLEN PA 19002-3313

PUGH KENNETH R & ALYSSA R M
505 BELL LN
AMBLER PA 19002

FLANAGAN MICHAEL & KATHRYN ANN
24 CONWELL DR
AMBLER PA 19002-3311

FINLEY STEPHEN J & MARY F
12 CONWELL DR
AMBLER PA 19002-3311

WARNER JEFFREY & KRISTEN
735 BELL LN
MAPLE GLEN PA 19002

BASSO RICHARD E & MARIE F
25 CONWELL DR
AMBLER PA 19002-3310

LEARY BRIAN & BALAICUIS JENNA
21 CONWELL DR
AMBLER PA 19002-3310

HARCHUT ROBERT & HELENE
517 BELL LN
AMBLER PA 19002-2830

MARTYNCHUK VOLODYMYR & ASHLEY LYNN
535 BELL LANE
MAPLE GLEN PA 19002

HENS PATRICIA & SGRO ROBERT J
22 DOWNEY DR
HORSHAM PA 19044

LEE RAYMOND J & ELLEN M
15 CONWELL DR
AMBLER PA 19002-3310

LORENZO MICHAEL F & CATHERINE
712 BELL LN
MAPLE GLEN PA 19002-3303

MARKLEY ANDREW G & ANN M
1556 TEMPLE DR
MAPLE GLEN PA 19002-3317

FRANKOWSKI BRIAN & JESSICA
1547 TEMPLE DR
AMBLER PA 19002

HELFERTY JOHN J & SUZANNE E
606 BELL LN
MAPLE GLEN PA 19002

DOUNAR DZMITRY U & NATALLIA
724 BELL LN
AMBLER PA 19002

BENNETT MICHAEL A & DONNA L TR
1552 TEMPLE DR
AMBLER PA 19002-3317

DELOFFRE THIBAUT & MARYAN
729 BELL LA
MAPLE GLEN PA 19002

LAWSON WILLIAM R & COLLEEN D

HOLL RICHARD K & MARY A
521 BELL LN
AMBLER PA 19002-2830

WINNING MICHAEL & JENNIE
1560 TEMPLE DR
MAPLE GLEN PA 19002-3317

LEVY JOSHUA D & SHIRA B
509 BELL LN
AMBLER PA 19002-2830

CURRIE BRADFORD S & AMELIA L
730 BELL LN
AMBLER PA 19002-3303

ROSE PATRICK & ALLISON &
718 BELL LN
AMBLER PA 19002

KIRSCH PAUL A & KATHRYN S
513 BELL LN
AMBLER PA 19002-2830

GOMEZ MICHAEL F & JUNE F
528 BELL LN
AMBLER PA 19002-2829

RELLES NATHAN & MARY B
11 CONWELL DR
AMBLER PA 19002-3310

TIM BIENIOSEK AND KATHERINE
DRINKWATER
510 KANE DR
AMBLER PA 19002-2821

COYLE PAUL W & DENENE S
510 KANE DR
AMBLER PA 19002

NELSON H ROBERT & PATRICIA
500 BELL LN
AMBLER PA 19002-2829

NORTH WALES WATER AUTH
PO BOX 1339
NORTH WALES PA 19454-3321

PARKERSON JULIE M & JOSEPH
804 BELL LN
AMBLER PA 19002-3304

SIEGEL ARTHUR & DEBRA
1548 TEMPLE DR
AMBLER PA 19002-3317

VEIT WALTER H & DOLORES S
506 KANE DR
AMBLER PA 19002-2821

EISMAN LINDA B
7 CONWELL DR
AMBLER PA 19002-3310

WOODS MIRIAM B
860 BELL LN
MAPLE GLEN PA 19002

GOLDBERG ROBERT & SARA
856 BELL LN
AMBLER PA 19002-3319

LOGAN ROBERT P & EILEEN M
810 BELL LN
AMBLER PA 19002-3304

SCHNEPP ROBERT B JR & LORETTA
736 BELL LN
AMBLER PA 19002-3303

BALDASSANO ROBERT N & JOANNE
510 BELL LN
AMBLER PA 19002-2829

WEISS DOUGLAS A & KANE ALEXANDRA J
501 BELL LN
AMBLER PA 19002

WEISS DOUGLAS A & KANE ALEXAND



03/05/2021 01:07PM

Post-3-5-21

NOTICE OF PUBLIC HEARING

BEFORE ZONING HEARING BOARD
UPPER DUBLIN TWP., MONTG. CO., PA

2357

A hearing will be held on the application of:

Our Lady of Mercy School
at the Upper Dublin Township, 801 Loch Alsh Avenue, Fort
Washington, PA. 19034 on:

Monday, March 22, 2021 @ 7:30 P.M.

Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>

The property involved is on:

33 Conwell Drive

#2357: Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002 requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Zoning Officer

801 Loch Alsh Avenue

Fort Washington, PA. 19034

(215) 643-1600, Ext. 3213

March 17, 2021

Upper Dublin Township
Zoning Board
801 Loch Alsh
Fort Washington, PA 19034-1697

Re: Our Lady of Mercy School Application #2357

To Whom it May Concern,

This letter is in support of application #2357 submitted by Our Lady of Mercy School for an accessory structure of 900 square feet to be constructed behind the school building.

We are neighbors on Conwell Drive, the street that abuts the school whose homes are situated the closest to the construction area. We have no issue with the addition of the new and larger structure, it will not impede our views and won't interfere with our daily activities.

We urge you to support the school in this endeavor.

Sincerely,

Ellen Lee	15 Conwell Dr.
Raymond G. Poe	15 Conwell Dr.
St. J. J. J.	12 Conwell Dr.
Mary F. Jolley	12 Conwell Drive
W. J. J.	24 Conwell Drive
Ken Flanagan	24 Conwell Dr.
M. E. Basso	25 Conwell Drive
Maria F. Basso	
Friday	
June Basso	21 Conwell Dr.

Conte, Jesse

Subject: FW: [EXTERNAL] Pavilion location

From: Michael Cassidy <cassidym@lschs.org>

Sent: Thursday, March 18, 2021 12:30 PM

To: Ennis, James <jennis@upperdublin.net>

Cc: Mr. John C. McGrath <jmcgrath@olmracs.com>; Jim Morris <morris1000@comcast.net>; PFP Properties <petejr@pfpproperties.com>; Leonard, Paul <pleonard@upperdublin.net>; Michael Cassidy <cassidym@lschs.org>

Subject: FW: [EXTERNAL] Pavilion location

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

Jim, I hope you receive these photos and they can be provided to the ZHB. I can print them out and drop off, if necessary. Thank you.

Michael

Michael W. Cassidy
In-House Legal Counsel
Career Advisor
[215-402-4066](tel:215-402-4066)



From: Wayne Yaeger <wyaeger@stalphonusparrish.org>

Sent: Wednesday, March 17, 2021 2:14 PM

To: Michael Cassidy <cassidym@lschs.org>

Cc: Pete Penna <petejr@pfpproperties.com>; Matt Dotson <matt@buzzburgerinc.com>; Jim Morris <morris1000@comcast.net>; Mr. John C. McGrath <jmcgrath@olmracs.com>; Mark Brogan <broganmark3@gmail.com>

Subject: [EXTERNAL] Pavilion location

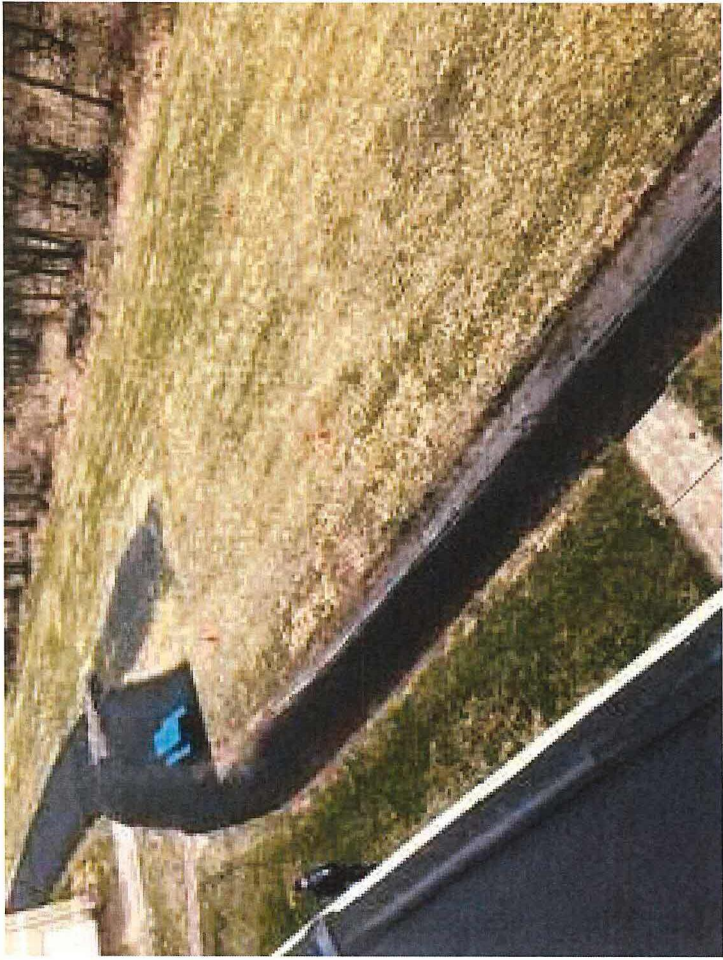
Good afternoon Michael,

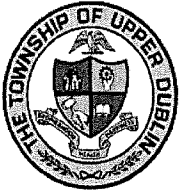
I placed the cones as accurate as possible for the pictures. The distance from the back wall of the library is 38 ft. The distance from the gym wall was still at 65 ft. After placing the cones in position we still had 35 ft. to the edge of the Temple property weed line as shown in the photos. This is about as close to what you and I discussed via phone. One inch on the blueprint was 50 ft, the existing playground line was approximately 3/4 of an inch to where your photo showed. If you think that I need to make any adjustments please let me know. To where the old macadam drive was located is very close to the old blueprints. Thanks again for your help. Wayne











Upper Dublin Township

801 Loch Alsh Avenue
Fort Washington, PA 19034

Phone # 215-643-1600
Fax # 215-643-8843
<http://www.upperdublin.net>

Invoice

Date	Invoice #
2/16/2021	C-31768

PAID
02/16/2021

Bill To:
Our Lady of Mercy Regional School 29 Conwell Drive Maple Glen, PA 19002

Check No.	Payment Type	Property Location
002413	Check	29 Conwell Drive

ITEM #	DESCRIPTION	QTY	RATE	AMOUNT
01-361-3300	Zoning Hearing Board Fees		500.00	500.00

PLEASE NOTE: Payment of the permit fee does not constitute issuance of a permit. After the Permit Application has been reviewed, approved, and processed, the permit will be either mailed or emailed to Homeowner and Contractor. If any work commences before permit issuance, Late Fees will be charged. Thank you.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. Visa, MasterCard, and Discover are accepted. Please make all checks payable to "Upper Dublin Township".	Total	\$500.00
	Payments	-\$500.00
Geri Bauer, (215) 643-1600 ext. 3205	Balance Due	\$0.00

Zoning Hearing Board Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Jesse Conte

Submitting Department:

Item Type: Discussion

Agenda Section:

Subject:

Request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

Suggested Action:

Attachments:

[2358Advertisement.pdf](#)

[2358Application.pdf](#)

[2358BldgImp.pdf](#)

[2358Deed.pdf](#)

[2358NoticePosting.pdf](#)

[2358Petition.pdf](#)

[2358Plans.pdf](#)

[2358Plans2.pdf](#)

[2358Receipt.pdf](#)

ZONING HEARING NOTICE UPPER DUBLIN TOWNSHIP

The Upper Dublin Township Zoning Hearing Board will hold public hearings on Monday, March 22, 2021 at 7:30 pm. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>.

The Zoning Hearing Board will hear and take testimony on the following applications:

#2354: *Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034* requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

#2356: *Violet Minor of 113 Girard Avenue, Glenside, PA 19038* for the property at 162 Logan Avenue requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

#2357: *Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002* requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075* request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

The Zoning Hearing Board may also consider action on any pending court appeals.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific

application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Community Planner and Zoning Officer
801 Loch Alsh Avenue, Fort Washington, PA. 19034
215-643-1600, ext. 3213
jennis@upperdublin.net

Advertisement: March 7 and 14, 2021 – Ambler Gazette

Ennis, James

From: mschmid@montgomerynews.com on behalf of Montgomery News Legal
<legal@montgomerynews.com>
Sent: Monday, March 01, 2021 2:22 PM
To: Ennis, James
Subject: Re: Legal Advertisement for Upcoming March 22, 2021 Zoning Hearing Board

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

Thanks Jim, I have scheduled it.

On Mon, Mar 1, 2021 at 1:54 PM Ennis, James <jennis@upperdublin.net> wrote:

Hello Maureen,

Upper Dublin Township kindly requests the attached advertisement for the March 22nd Zoning Hearing Board meeting appear in the Ambler Gazette on March 7, 2021 and March 14, 2021. Please confirm receipt of this message at your earliest convenience, as well as confirm everything stated within the attached document can be advertised. This request is due to the Zoning Hearing Board conducting the meeting remotely through Zoom and ensuring all interested parties are aware of how to access the meeting and/or provide input by email. Also, please provide proof of publication.

Thanks!

JIM ENNIS, AICP
Community Planner/Zoning Officer

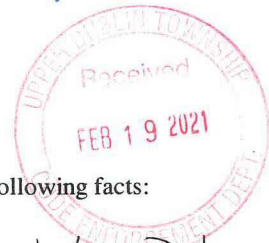
Upper Dublin Township

801 Loch Alsh Avenue, Fort Washington, PA 19034

O 215.643.1600 x3213
E jennis@upperdublin.net

W www.upperdublin.net

Date Received: 2-19-21
 Fee Paid: \$500.00
 1st Ad: 3/7/21 / 2nd Ad: 3/18/21
 Date of Hearing: 3/22/21



UPPER DUBLIN TOWNSHIP
 ZONING HEARING BOARD
 APPLICATION # 2358

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:

anna.bush@harthbuilders.com
 Name of Applicant: Anna Bush for A.E. Harth Builders Name of Owner: Austin and Liz Daly
 Address: One Mill Race Address: 608 Wischman Ave
 City, State and Zip: Spring House PA 19477 City, State and Zip: Oreland PA 19075
 Phone Number: 215-654-0364 Phone Number: 267-304-4567 (Liz)
 Name of Attorney: Homeowner being represented Attorney Phone Number: N/A
 Address: _____ City: _____ State: _____ ZIP: _____

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Code Enforcement Department in which we were:

- Refused a building Permit
- Given conditional approval of a subdivision plan
- Other (specify) _____
- Ordered to Cease a current use

This appeal seeks:

- An interpretation of the ordinance or map
- A special exception under Article _____, Section _____, Subsection _____, Paragraph _____
- A Variance relating to the Use, Area, Frontage, Yard, Height, Parking, Other (specify) _____

The applicable provisions of the Zoning Ordinance are as follows:

Chapter <u>255</u>	Section <u>147</u>	Subsection <u>B.C.</u>	Paragraph _____
Chapter <u>255</u>	Section <u>43</u>	Subsection <u>B.</u>	Paragraph _____
Chapter _____	Section _____	Subsection _____	Paragraph _____
Chapter _____	Section _____	Subsection _____	Paragraph _____

The description of the property involved in this appeal is as follows:

Street Number: 608 Street Name: Wischman Ave Deed Book: 6207 Page 00432-00437.2
 Block Number: 55 Unit Number: 60 Parcel Number: 54-00-17281-008
 Zoning District: A (residential) Served by Public Sewer (y/n) Yes Served by Public Water (y/n) Yes
 Lot Size: 11,615 Lot Dimensions: 154'-9" x 75'-0" Street Frontage: 75'-0"
 Describe the present use of the property and the existing improvements: Residential property

Describe the proposed use of the property and the proposed improvements: Residential property (no change to use)

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No
 If yes, please describe _____
 Is this property a part of a subdivision heretofore approved by the Township? Yes No
 If Yes, give name of subdivision _____ Date of approval by Township _____

I/We believe that the Zoning Board should approve this request because: _____

We are requesting to build an addition to the house, which sits on a non-conforming lot at 1608 Wischman. The addition will sit 15'-0" past the setback line (25' side yard min.) and 10' away from the property line, but remain in-line with the existing house.

The addition will allow for a better functioning kitchen and more space for the homeowners growing family.

STATE OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY:

Anna S. Bush, Austin P. Daly & Elizabeth R. Daly BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S) AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Sworn and subscribed to

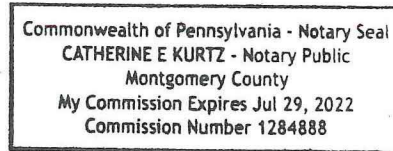
Anna S. Bush
Applicant

before me, this 17th day

of February, 20 21

Catherine E. Kurtz
Notary Public

Applicant



Property owner(s) must join in the above application.

Sworn and subscribed to

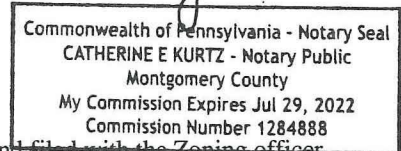
Austin P. Daly
Owner

before me, this 17th day

of February, 20 21

Catherine E. Kurtz
Notary Public

Elizabeth R. Daly
Owner



This application must be filled out and signed by the owner and if different the applicant and filed with the Zoning officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

1. Copy of the deed showing current ownership.
2. Copies of leases or agreements affecting the premises.
3. Notarized zoning application & corporate sealed for companies.
4. Eight copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Registered Land Surveyor unless this requirement is

waived by the Director of Code Enforcement.



Upper Dublin Township
 Code Enforcement Department
 801 Loch Alsh Avenue
 Fort Washington, PA 19034
 Phone: (215) 643-1600
 Fax: (215) 643-8843
 www.upperdublin.net

Building & Impervious Coverage Form

Impervious surfaces (anything covered by impenetrable materials such as asphalt, concrete, brick, stone, rooftops, etc.) are an environmental concern because, with their construction, they eliminate rainwater infiltration and natural groundwater recharge. Therefore, in order to calculate the Total Impervious Area (TIA) of your property, please use the information below to complete the chart on Page 2.

FOR INFORMATION ON YOUR BUILDING COVERAGE:

- **PROPERTY SEARCH:** Go to www.upperdublin.net > Departments > Code Enforcement > Montgomery County Property Records (gray box on right side) > DETAILS > (this brings you to Montgomery County’s website’s Disclaimer page) > Agree
- At this point, you should be at the address search page. You can search for your property by Owner Name, Address, or Parcel Number.
- **LOT SIZE:** Once you are at your property location, under the Profile section, you can find your Lot Size
- **ACCESSORY STRUCTURES:** Check for any accessory structures which may have been reported
- **PLOT PLAN:** Under the Map section, you can print a copy of your Plot Plan
- **BUILDING COVERAGE:** Under the Sketch section there is information regarding dimensions of your house which can be added together. Garage information (FrGar) should be added under the “Garage” section. If information is provided for “CONCRETE PATIO” please include under Part B – Impervious Surface. **PLEASE ADD OR ADJUST INFORMATION AS NECESSARY.**

FOR INFORMATION ON YOUR ZONING DISTRICT:

- Go to www.upperdublin.net > Township Information > Maps > Street Maps > UDT Map-Zoning

STORM WATER MANAGEMENT REQUIREMENTS FOR NEW IMPERVIOUS SURFACES:

- 400 sq. ft. to 699 sq. ft. of new impervious surface: seepage bed or rain garden required
- 700 sq. ft. or greater of new impervious surface: seepage bed or rain garden required--designed, signed and sealed by a licensed professional
- Alternate systems will be considered—contact the Grading Inspector at 215-643-1600 x3236

	Zoning District	Building Coverage	Impervious Coverage
X	A Residential	15% ✓	25% ✓
	A1 and A2 Residential	15%	25%
	B Residential	20%	30%
	C Residential	20%	30%
	NH Residential	20%	35%
	MD Multi-Dwelling	-	40%
	MRD Mixed Residential	-	35%
	OC Office Center	20%-40%	60%
	M Motel	20%	60%
	RE Recreation	9%	15%
	AHS Apartment House	15%	60%
	INST Institutional	20%	60%
	CR Commercial Retail	25%	75%
	SC Shopping Center	15%	75%
	MHD Mobile Home	35%	60%
	EC Employment Center	*See Section 255-115B.(1) and (2)	

BUILDING & IMPERVIOUS COVERAGE FORM

Property Location: 608 Wischman Ave Oreland PA 19075		Date: 2/19/2021
Zoning District: A	Owner Name: Austin + Elizabeth Daly	Lot Size: 11,615 SF

Part A - Building Coverage

EXISTING	Length	x	Width	=	Square Feet	Notes / Removals / Reductions
House	29'-11"	x	33'-2"	=	1,005.58 SF	included 160 SF of covered front porch
Garage		x		=		included in House coverage, see plan
Shed	N/A	x		=		
Gazebo	N/A	x		=		
		x		=		
		x		=		
NEW / ADDITIONS - SEE REQUIREMENTS ON PAGE 1 FOR STORMWATER MANAGEMENT:						
	10'-8"	x	39'-2"	=	483.85 SF	
		x		=		
		x		=		
TOTAL - PART A					1,489.43 SF	

Total - Part A:	1,489.43 SF	÷	Lot Size:	11,615 SF	=	% of Building Coverage:	12.8%
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Part B - Impervious Surface

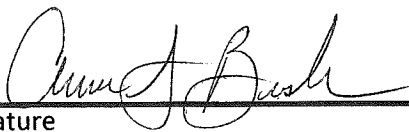
EXISTING	Length	x	Width	=	Square Feet	Notes / Removals / Reductions
Driveway	107'-0"	x	27'-0"	=	2,345.29 SF	includes driveway retaining wall
Walkways	52'-0"	x	3'-0"	=	157 SF	
Patio	10'-8"	x	33'-2"	=	353.69 SF	uncovered porch/patio @ back of house
Deck		x		=		
Sports Court		x		=		
Pool (Water Surface)		x		=		
Pool (Decking)		x		=		
		x		=	(125.9 SF)	Driveway being covered by addition
		x		=		
NEW / ADDITIONS - SEE REQUIREMENTS ON PAGE 1 FOR STORMWATER MANAGEMENT:						
		x		=	(353.69 SF)	New addition covers existing back porch + patio.
		x		=		
		x		=		
		x		=		
TOTAL - PART B					2,376.39	

Total - Part B:	2,376.39 SF	÷	Lot Size:	11,615 SF	=	% of Impervious Surface:	20.4%
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% of Building Coverage from Part A Above:	12.8%	+	% of Impervious Surface from Part B Above:	20.4%	=	TOTAL IMPERVIOUS AREA	33.2%
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The above information has been completed to the best of my knowledge.

Anna S Bush
 Completed by (Printed Name)
 Updated 10/15/2015


 Signature

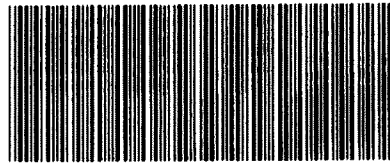
2/19/2021
 Date



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6207 PG 00432 to 00437.2
INSTRUMENT # : 2020115398
RECORDED DATE: 12/24/2020 03:47:31 AM



5866977-00222

MONTGOMERY COUNTY ROD


OFFICIAL RECORDING COVER PAGE

Page 1 of 8

Document Type: Deed	Transaction #: 6206746 - 1 Doc(s)
Document Date: 11/17/2020	Document Page Count: 5
Reference Info:	Operator Id: JSorg
RETURN TO: (Simplifile) Paramount Property Search, Inc. 169 North Broad Street Doylestown, PA 18901 (215) 579-3223	PAID BY: PARAMOUNT PROPERTY SEARCH INC

* PROPERTY DATA:		
Parcel ID #: 54-00-17281-00-8	54-00-17284-00-5	54-00-17284-01-4
Address: 608 WISCHMAN AVE	WISCHMAN AVE	WISCHMAN AVE
ORELAND PA 19075	PA	PA
Municipality: Upper Dublin Township (100%)	Upper Dublin Township (0%)	Upper Dublin Township (0%)
School District: Upper Dublin	Upper Dublin	Upper Dublin

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00	DEED BK 6207 PG 00432 to 00437.2
TAXABLE AMOUNT: \$0.00	Recorded Date: 12/24/2020 03:47:31 AM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
Affidavit Fee \$1.50	
Additional Pages Fee \$2.00	
Additional Parcels Fee \$90.00	
Affordable Housing Pages \$2.00	
Affordable Housing Parcels \$3.00	
Total: \$185.25	Jeanne Sorg Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared by and Return to:

Christy A. Traenkle, Esq.
First Partners Abstract Company
605 Corporate Drive West
Langhorne, PA 19047
****NOT INSURED****

File No. FPA-ACCOM-CAT10

UPI # 54-00-17281-00-8 & 54-00-17284-00-5
(A) / 54-00-17284-01-4 (B) / 54-00-17284-02-
3 (C) / 54-00-17285-00-4; 54-00-17285-01-3
& 54-00-17285-02-2 (D)

This Indenture, made the 17th day of ~~October~~^{November}, 2020,

Between

AUSTIN P. DALY

(hereinafter called the Grantor), of the one part, and

AUSTIN P. DALY AND ELIZABETH R. DALY, HUSBAND & WIFE

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of One And 00/100 Dollars (\$1.00) lawful money of the United States of America, unto him well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety, in fee

PROPERTY ADDRESS: 608 Wischman Ave, Upper Dublin Township, Montgomery County, PA

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, Situate in Upper Dublin Township, Montgomery County, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Northeasterly side of Wischman Avenue (50 feet wide) at the distance of 25 feet from the Northwest side of Belmont Avenue (50 feet wide) as produced, across Wischman Avenue; thence extending Northeastwardly at right angles to said Wischman Avenue 154.95 feet to a point; thence along a line Northwestwardly parallel to said Wischman Avenue 35 feet to a point; thence Southwestwardly 170 feet more or less to the said side of Wischman Avenue; thence by and along the same Southeastwardly 112 feet to the point and place of beginning.

BEING one-half of Lot No. 2 and all of Lot No. 1, Section No. 1, as shown on plant of lots of Orlando Land and Improvement Company.

ALSO, ALL THAT CERTAIN lot or piece of ground, together with the buildings and improvements thereon erected, situate in the Township of Upper Dublin in the County of Montgomery and Commonwealth of Pennsylvania.

BEGINNING at a point on the Northeast side of Wischman Avenue (50 feet wide) at the distance of 250 feet from the Northwest side of Rech Avenue (50 feet wide) as produced across Wischman Avenue.

CONTAINING in front or breadth on the said Wischman Avenue 75 feet and extending of that width in length or depth Northeastwardly between parallel lines at right angles to said Wischman Avenue 154 feet more or less.

BEING the Southeast one-half of Lot No. 2 and entire Lot No. 3 Section No. 1, plan of lots of Orlando Land and Improvement Company.

BEING County Parcel #54-00-17281-00-8 / 54-00-17284-00-5

BEING known as 608 Wischman Avenue.

PREMISES "B"

ALL THAT CERTAIN lot or tract of land Situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made May 17, 1952 and revised May 22, 1952 by Charles E. Shoemaker, Reg. Prof. Engineer of Abington, Pennsylvania as follows:

BEGINNING at a point on line of land about to be conveyed by Richard Kuklick and Malcolm Thorp, said point being at the distance of 92.37 feet measured North 52 degrees, 05 minutes West from a point on the Northwesterly side of Belmont Avenue (50 feet wide), said point being at the distance of 10 feet measured South 37 degrees, 55 minutes West from the intersection which the said Northwesterly side of Belmont Avenue makes with the Northeasterly side of Wischman Avenue (50 feet wide); thence extending from the place of beginning along land about to be conveyed to Shirley Schwelker Dugan North 52 degrees, 05 minutes West 126.80 feet to a point in line of land now of Richard Kuklick and Malcolm Thorp; thence along the same North 57 degrees 33 minutes 50 seconds East 175.99 feet to a point in line of land on the Manufacturers Country Club; thence along the same South 59 degrees, 49 minutes East 150 feet to a point; thence South 64 degrees 26 minutes 30 seconds West 184.47 feet to the first mentioned point and place of beginning.

BEING County Parcel #54-00-17284-01-4

PREMISES "C"

ALL THAT CERTAIN tract of ground Situate in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made April 22, 1967 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania, as follows:

BEGINNING at an interior point, said point being at the distance of 590.03 feet measured North 37 degrees 14 minutes 30 seconds East from a point on the Northeasterly side of Orlando Avenue (50 feet wide) said point being at the distance of 357.62 feet measured North 52 degrees 05 minutes West along the said Northeasterly side of Orlando Avenue from the point formed by the intersection of the said Northeasterly side of Orlando Avenue and the Northeasterly side of Belmont Avenue (50 feet wide); thence

extending from the place of beginning North 37 degrees 14 minutes 30 seconds East 167.01 feet to a point; thence South 51 degrees 49 minutes East 206.53 feet to a point; thence South 57 degrees 33 minutes 50 seconds West 175.99 feet to a point; thence North 52 degrees 05 minutes West 145.40 feet to the first mentioned point and place of beginning.

BEING County Parcel #54-00-17284-02-3

PREMISES "D"

ALL THAT CERTAIN piece or parcel of ground, Situate in Upper Dublin Township, Montgomery County, Commonwealth of Pennsylvania, described according to a certain plan of Property made for Evelyn B. Thorp and Richard Kuklick by Charles E. Shoemaker, Inc. Engineers and Surveyors dated March 12, 1979 and last revised August 7, 1979 as follows, to wit:

BEGINNING at a point on the Northwesterly side of Belmont Avenue (50 feet wide), said point being at the distance of 560.00 feet insured North 37 degrees 55 minutes 00 seconds East along the Northwesterly side of Belmont Avenue from its point of intersection with the Northeasterly side of Orlando Avenue (50 feet wide); thence extending from said point of beginning, North 52 degrees 05 minutes 00 seconds West crossing the bed of Sandy Run Creek 364.21 feet to a point; thence extending North 37 degrees 14 minutes 30 seconds East 30.00 feet to a point; thence extending South 52 degrees 05 minutes 00 seconds East recrossing the bed of Sandy Run Creek 364.57 feet to a point on the Northwesterly side of Belmont Avenue aforesaid; thence extending South 37 degrees 55 minutes 00 seconds West along the Northwesterly side of Belmont Avenue 30.00 feet to the first mentioned point and place of beginning.

BEING Numbered 2-A, 2-B and 2-C as shown on the above mentioned plan.

BEING County Parcel #54-00-17285-00-4, 54-00-17285-01-3 and 54-00-17285-02-2

BEING the same premises which Austin P. Daly by Deed of Correction dated 2/11/2020 and recorded in Montgomery County, PA on 3/11/2020 in Deed Book 6175 page 1161, granted and conveyed unto Austin P. Daly, in fee.

THIS IS A TRANSFER FROM HUSBAND TO HIMSELF AND HIS WIFE and IS THEREFORE TRANSFER TAX EXEMPT.

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

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

And the said Grantor, for himself and his heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that he, the said Grantor,

and his heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against him, the said Grantor, and his heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part has hereunto set his hand and seal. Dated the day and year first above written.

**Sealed and Delibered
in the Presence of Us:**

Elizabeth R. Daly

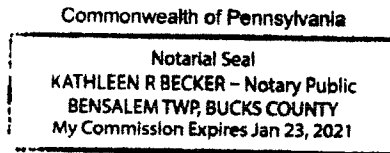
Austin P. Daly {SEAL}

Commonwealth of Pennsylvania }
County of ~~Montgomery~~ Bucks } ss

On this, the 17th day of ~~October~~ November, 2020, before me, the undersigned Notary Public, personally appeared Austin P. Daly, known to me (or 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.

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

Kathleen R. Becker
Notary Public
My commission expires 1/23/21



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

608 Wischman Ave
Oreland, PA 19075

On behalf of the Grantees

[Signature]

Deed

UPI # 54-00-17281-00-8 & 54-00-17284-00-5 (A) / 54-00-17284-01-4 (B) / 54-00-17284-02-3 (C) / 54-00-17285-00-4; 54-00-17285-01-3 & 54-00-17285-02-2 (D)

Austin P. Daly

TO

Austin P. Daly and Elizabeth R. Daly,
husband & wife

First Partners Abstract Company
605 Corporate Drive West
Langhorne, PA 19047
****NOT INSURED****

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

REALTY TRANSFER TAX STATEMENT OF VALUE
 COMPLETE EACH SECTION

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

SECTION I TRANSFER DATA

Date of Acceptance of Document 11/17/2020

Grantor(s)/Lessor(s) Austin P. Daly	Telephone Number	Grantee(s)/Lessee(s) Austin P. Daly and Elizabeth R. Daly	Telephone Number
Mailing Address 608 Wischman Ave		Mailing Address 608 Wischman Ave	
City Oreland	State PA	ZIP Code 19075	City Oreland
			State PA
			ZIP Code 19075

SECTION II REAL ESTATE LOCATION

Street Address
608 Wischman Ave, etal (See attached)

City, Township, Borough
Upper Dublin Township

County Montgomery	School District Upper Dublin SD	Tax Parcel Number SEE ATTACHED
-----------------------------	---	--

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 1.00	2. Other Consideration + 0	3. Total Consideration = 1.00
4. County Assessed Value 186,630.00 (TOTAL)	5. Common Level Ratio Factor x 2.13	6. Computed Value 397,524.30 (TOTAL SEE ATTACHED)

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status

1a. Amount of Exemption Claimed \$ 397,524.30	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.
- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
 - Transfer to a trust. (Attach complete copy of trust agreement 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.)
Transfer from husband to himself and his wife

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

Name Austin P. Daly	Telephone Number ()
Mailing Address 608 Wischman Ave	City Oreland
	State PA
	ZIP Code 19075

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
 Austin P. Daly Date 11/17/2020

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



EXHIBIT A TO TRANSFER TAX AFFIDAVIT

<u>Property Street Address</u>	<u>Tax Parcel #</u>	<u>Assessment</u>	<u>Property per legal</u>
608 Wischman Ave	54-00-17281-00-8	\$133,110.00	A
Wischman Ave	54-00-17284-00-5	\$12,900.00	A
Wischman Ave	54-00-17284-01-4	\$26,440.00	B
Wischman Ave	54-00-17284-02-3	\$3,400.00	C
Wischman Ave	54-00-17285-00-4	\$3,980.00	D
Wischman Ave	54-00-17285-01-3	\$3,970.00	D
Wischman Ave	54-00-17285-02-2	<u>\$2,830.00</u>	D
		\$186,630.00	



NOTICE OF PUBLIC HEARING

IRA S. TACKEL
President

ROBERT H. MCGUCKIN
Vice President

LIZ FERRY

GARY V. SCARPELLO

MEREDITH L. FERLEGER

ALYSON J. FRITZGES

CHERYL KNIGHT

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance on **Monday, March 22, 2021 at 7:30 PM**. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>. During this meeting an application concerning **608 Wischman Avenue, Oreland, PA 19075** will be heard.

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075* request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

A copy of the application is on file in the Code Enforcement Department and may be seen upon request.

By Order of the Zoning Hearing Board.

A handwritten signature in blue ink that reads "Jim Ennis".

Jim Ennis
Zoning Officer

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

If you are not able to attend the hearing, written comments may be entered into the record by submitting them in advance to the Department of Code Enforcement.

Advertisement Dates March 7 and 14, 2021 – Ambler Gazette

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

PENSABENE CRAIG J & BETH E
601 WISCHMAN AVE
ORELAND PA 19075-1252

ASHER DAVID BA & JANINE B
215 BELMONT AVE
ORELAND PA 19075-1209

STAERK SEAN & SAILER JUSTIN
604 WISCHMAN AVE
ORELAND PA 19075

PENSABENE CRAIG J & BETH E

WINEBRAKE PETER & DANFORTH TRACEY
215 RECH AVE
ORELAND PA 19075

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

WINEBRAKE PETER &

MFG GOLF COUNTRY CLUB
511 DRESHERTOWN RD
FORT WASHINGTON PA 19034-0790

THOMAS JOHN CHARLES II &
516 WISCHMAN AVE
ORELAND PA 19075

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

MFG GOLF COUNTRY CLUB
511 DRESHERTOWN RD
FORT WASHINGTON PA 19034

HOFFER BRAYDON SELF SETTLED SP NEEDS
TR
880 CARILLON PKWY
SAINT PETERSBURG FL 33716

POLLOCK HEATHER & THOMAS
216 BELMONT AVE
ORELAND PA 19075-1210

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

WILLCOX ROGER & DEBORAH
512 WISCHMAN AVE
ORELAND PA 19075-1005

HOFFER BRAYDON SELF SETTLED SP NEEDS
TR
880 CARILLON PKWY
SAINT PETERSBURG FL 33716

THOMAS JOHN CHARLES II &
516 WISCHMAN AVE
ORELAND PA 19075

WILLCOX ROGER & DEBORAH

KUHLS JOSEPH C & TEOLI STEPHANIE M
510 WISCHMAN AVE
ORELAND PA 19075

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

BUTLER MICHAEL F & EHMANN KRISTIN M
605 WISCHMAN AVE
ORELAND PA 19075-1252

ASHER DAVID B & JANINE B
215 BELMONT AVE
ORELAND PA 19075-1209

BUTLER MICHAEL F & EHMANN KRISTIN M
605 WISCHMAN AVE
ORELAND PA 19075-1252

DALY AUSTIN P
608 WISCHMAN AVE
ORELAND PA 19075

ANDREW C & COURTNEY L LAUER
211 RECH AVE
ORELAND PA 19075

HOFFER BRAYDON SELF SETTLED SP NEEDS
TR
880 CARILLON PKWY
SAINT PETERSBURG FL 33716

QUINN FRANCIS X JR & MARGARET L
228 RECH AVE
ORELAND PA 19075-1240

STILL JOHN D & MARYLOUISE
208 BELMONT AVE
ORELAND PA 19075-1210

HANLON MICHAEL & SUZANNE
214 RECH AVE
ORELAND PA 19075-1240

FASSHAUER ALFRED H
200 BELMONT AVE
ORELAND PA 19075-1210

BADZURA FRANZ & JULIE C
508 WISCONSIN AVE
ORELAND PA 19075

AGMED ISLAHUDDIN & RUBINA ISLA
315 DRESHERTOWN RD
FORT WASHINGTON PA 19034-3008

STOVER LINDA A
216 RECH AVE
ORELAND PA 19075-1240

GUEMPEL WALTER & JEANNE
504 WISCHMAN AVE
ORELAND PA 19075-1005

COYNE ROBERT J JR & BOWER DANIELLE
203 BELMONT AV
ORELAND PA 19075-1209

ASHER DAVID B & JANINE B
215 BELMONT AVE
ORELAND PA 19075-1209

CRINITI JASON C & MARIA
207 RECH AVE
ORELAND PA 19075-1239

WISSHICKON VALLEY WATERSHED ASSN
C/O DENNIS MIRANDA
AMBLER PA 19002

PHILLIPS MICHAEL
349 DRESHERTOWN RD
FORT WASHINGTON PA 19034-3008

CRINITI JASON C & MARIA
207 RECH AVE
ORELAND PA 19075

DOWDELL CHRISTOPHER J & ELIZAB
505 WISCHMAN AVE
ORELAND PA 19075-1251

DESCO THOMAS R & BETH S
221 LAFAYETTE AVE
ORELAND PA 19075-1213

QUINN FRANCIS X JR & MARGARET L
228 RECH AVE
ORELAND PA 19075-1240

TITUS STEVEN P & QUINN SARA
206 RECH AVE
ORELAND PA 19075-1240

JOHN A III & CHERYL STANDEN
602 ORLANDO AVE
ORELAND PA 19075-1226

DONAHUE JAMES F JR & MARGARET
209 BELMONT AVE
ORELAND PA 19075-1209

MCMONAGLE PATRICK J
606 ORLANDO AVE
ORELAND PA 19075-1226

TITUS STEVEN P & QUINN SARA
206 RECH AVE
ORELAND PA 19075-1240

PUTNEY WILLIAM L & NANCY K
329 DRESHERTOWN RD
FORT WASHINGTON PA 19034-3008

BORRELL JOHN J & LORETTA
704 ORLANDO AVE
ORELAND PA 19075-1228

STILL JOHN D & MARYLOUISE
208 BELMONT AVE
ORELAND PA 19075-1210

DONAHUE JAMES F JR & MARGARET
209 BELMONT AVE
ORELAND PA 19075-1209

PERRIGOU JACQUELINE G & CORRENTI
JEREMY C
600 ORLANDO AV
ORELAND PA 19075-1226

Post-3-5-21

NOTICE OF PUBLIC HEARING

BEFORE ZONING HEARING BOARD
UPPER DUBLIN TWP., MONTG. CO., PA

2358

A hearing will be held on the application of:

Austin & Liz Daly

at the Upper Dublin Township, 801 Loch Alsh Avenue, Fort
Washington, PA. 19034 on:

Monday, March 22, 2021 @ 7:30 P.M.

Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at:
<https://www.upperdublin.net/government/meeting-agendas-minutes/>

The property involved is on:

608 Wischman Avenue

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075 request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.*

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Zoning Officer

801 Loch Alsh Avenue

Fort Washington, PA. 19034

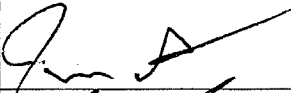
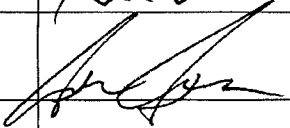
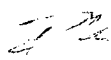



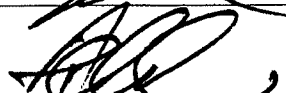
(215) 643-1600, Ext. 3213

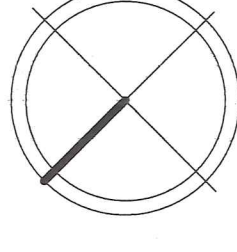
Petition to Gain Neighbor's Support for a Single-Story Addition at the Daly Residence

Homeowners: Austin and Liz Daly

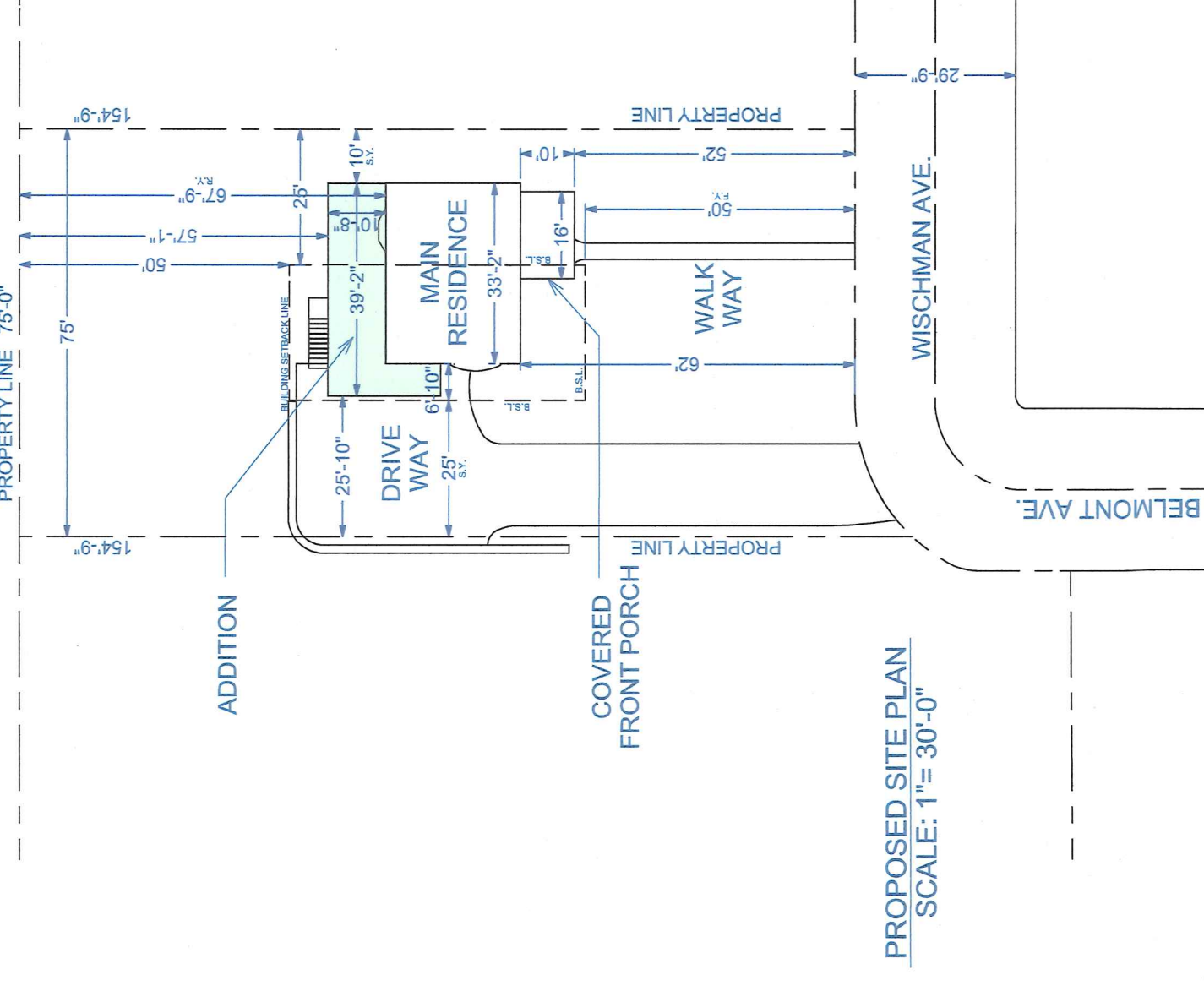
Address: 608 Wischman Ave Oreland PA 19075

We the undersigned are neighbors of the Daly Family and are in support of their proposed remodeling project and single story addition.

Name	Address	Phone	Signature
JUSTIN SAYLER	604 WISCHMAN AVE ORELAND, PA 19075	715-495-2984	
SEAN STAERK	604 WISCHMAN AVE ORELAND, PA 19075	215-756-5687	
Donald Hoffer	221 Belmont Ave Oreland, PA 19075	267-259-6797	
Kristin Butler	605 Wischman Ave Oreland, PA 19075	215-527-2575	Kristin Butler
Michael Butler	605 Wischman Ave Oreland PA 19075	610-724-8347	
Caly Roy	215 Weldy		
Hella Pollock	216 Belmont	215 906 5532	
Tom Pollock	" "	" "	



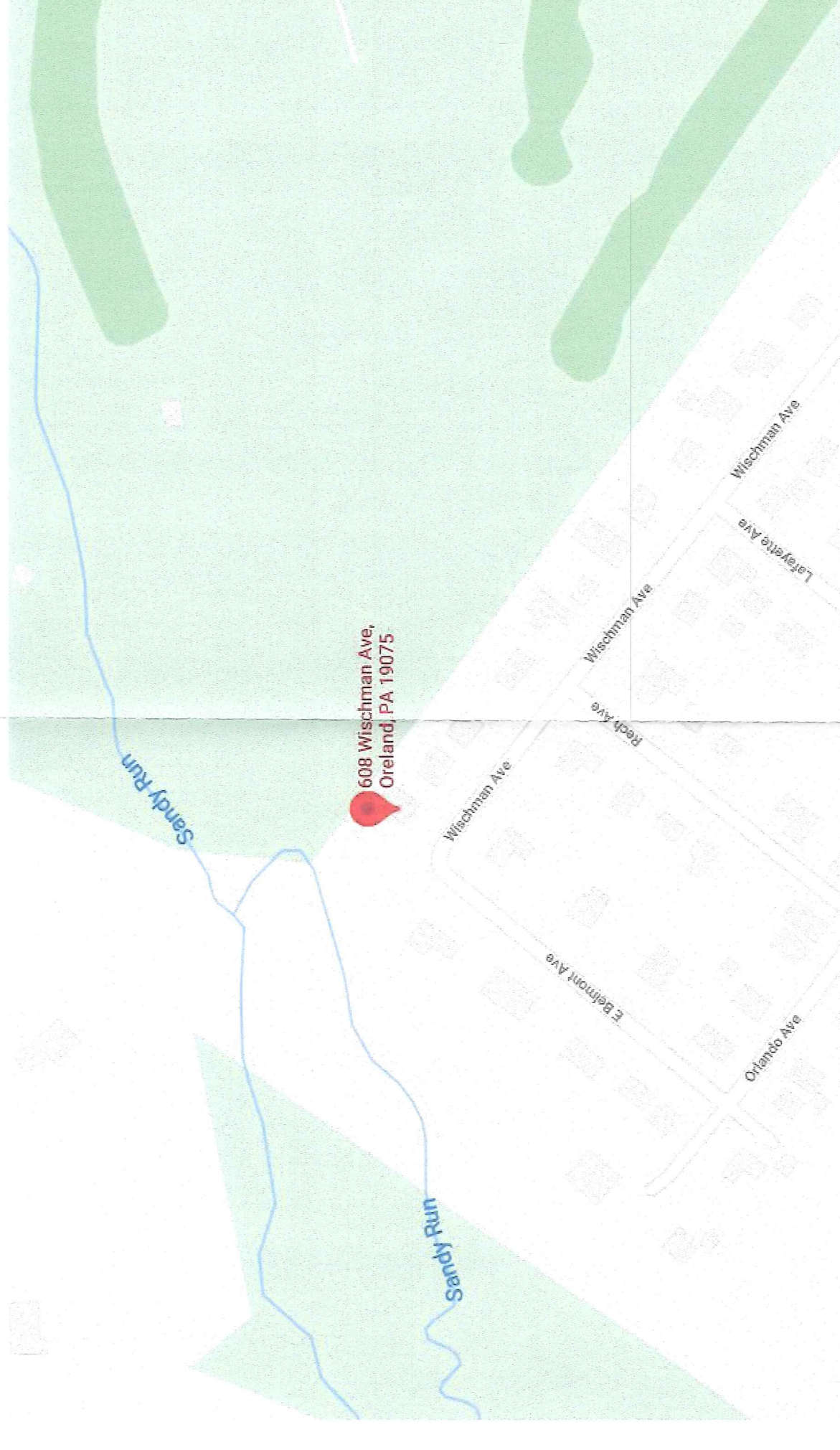
ZONING	1	210216	AB
DESCR.	NO DATE		BY
UPPER DUBLIN			



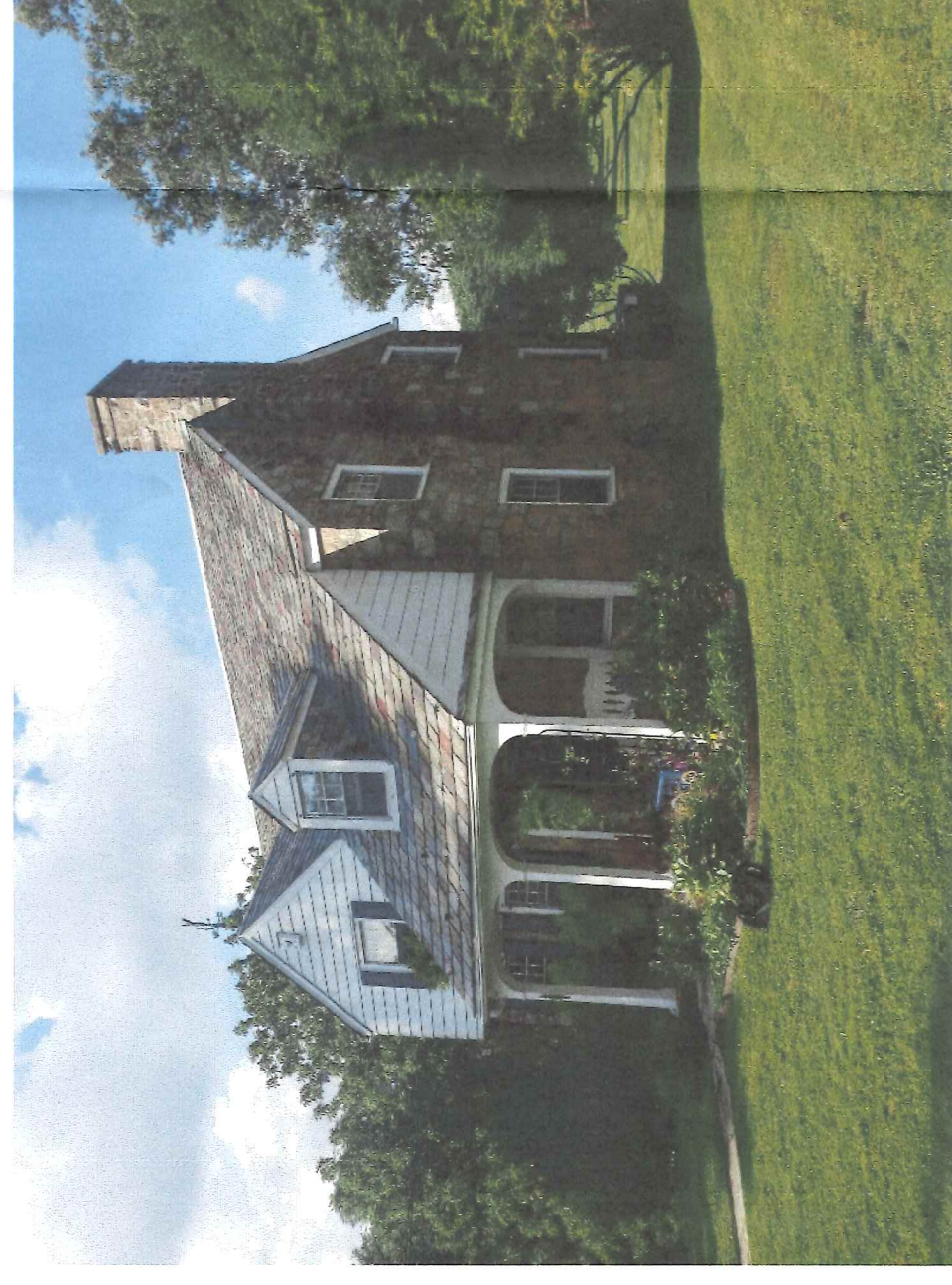
AS-BUILT SITE PLAN
SCALE: 1" = 30'-0"

ZONING DISTRICT: A RESIDENTIAL DISTRICT	
REQUIRED	PROPOSED
LOT SIZE:	11,615 SF
BUILDING COVERAGE:	12.8 % (1,490 SF)
IMPERVIOUS SURFACE:	20.4 % (2,376.39 SF)
FRONT YARD SETBACK:	NO CHANGE
REAR YARD SETBACK:	57'-0"
SIDE YARD SETBACK:	10'-0" SE SIDE 31'-10" NW SIDE

SITE AREA MAP
SCALE: NOT TO SCALE



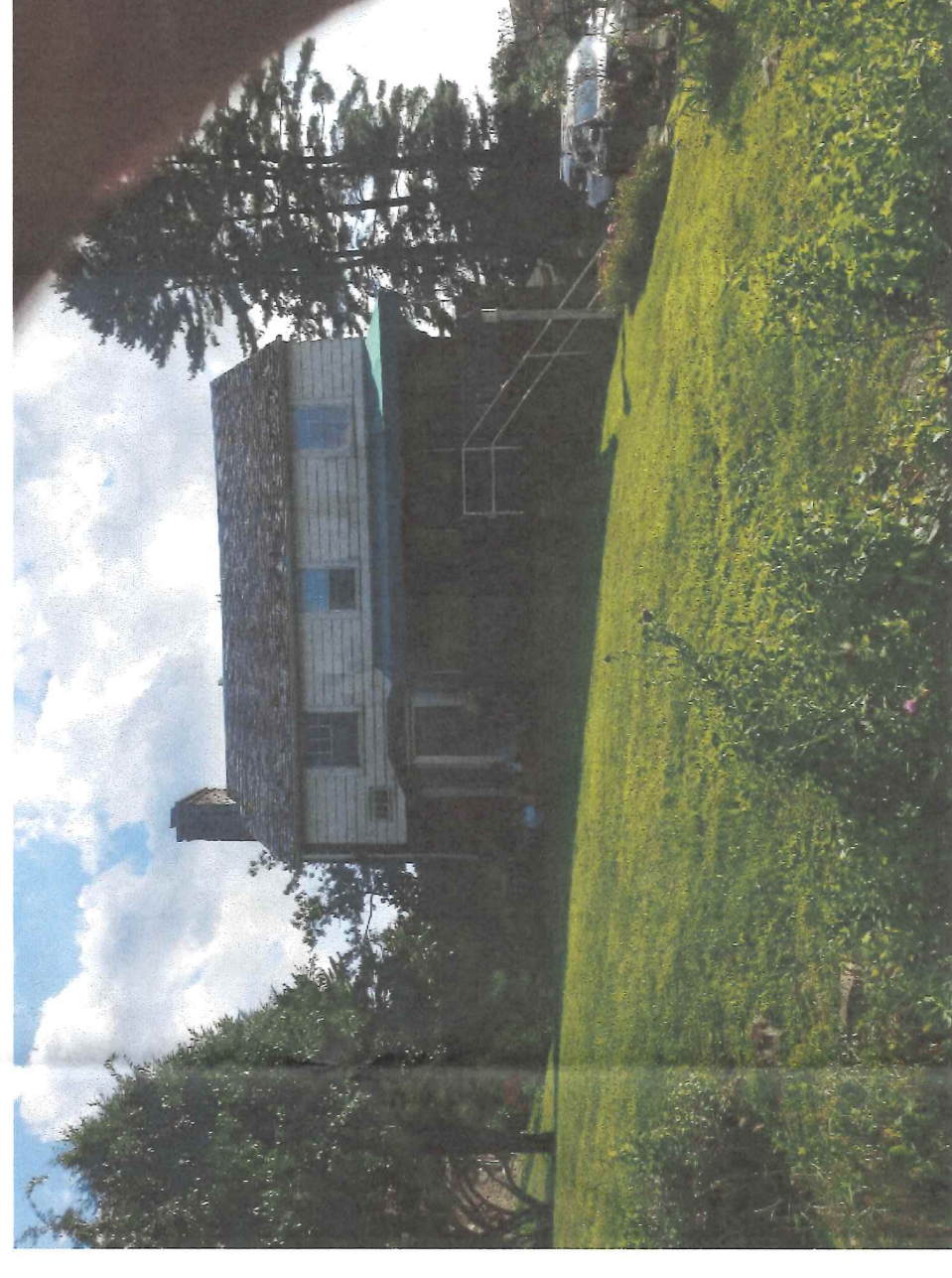
EXISTING PHOTOS



FRONT OF HOUSE



NORTH EAST SIDE

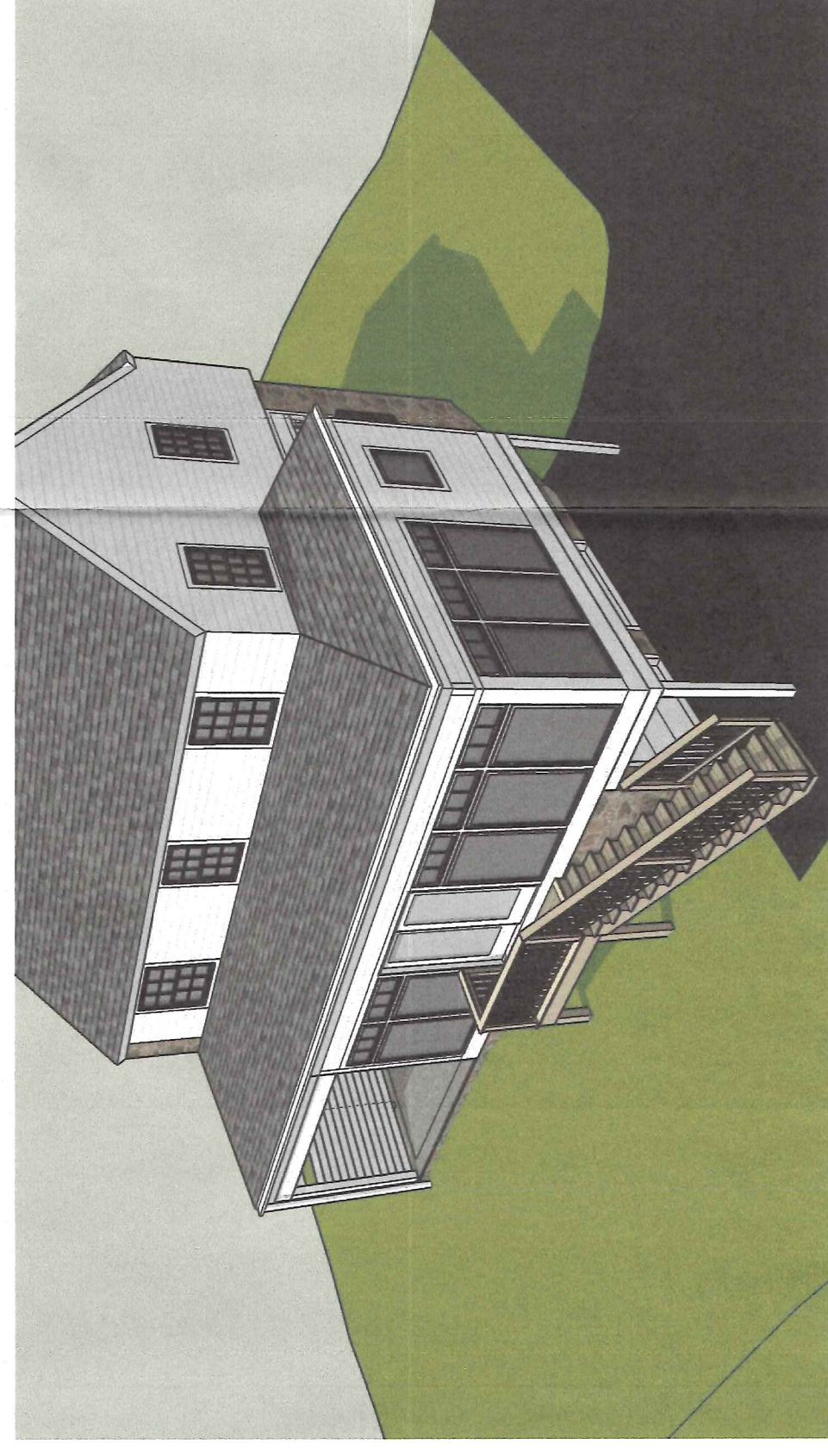


BACK OF HOUSE



SOUTH WEST SIDE

PROPOSED RENDERINGS



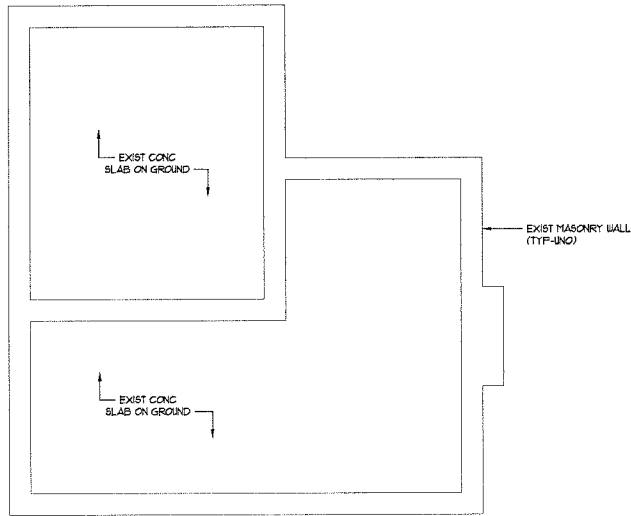
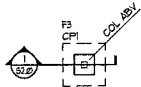
BACK OF HOUSE



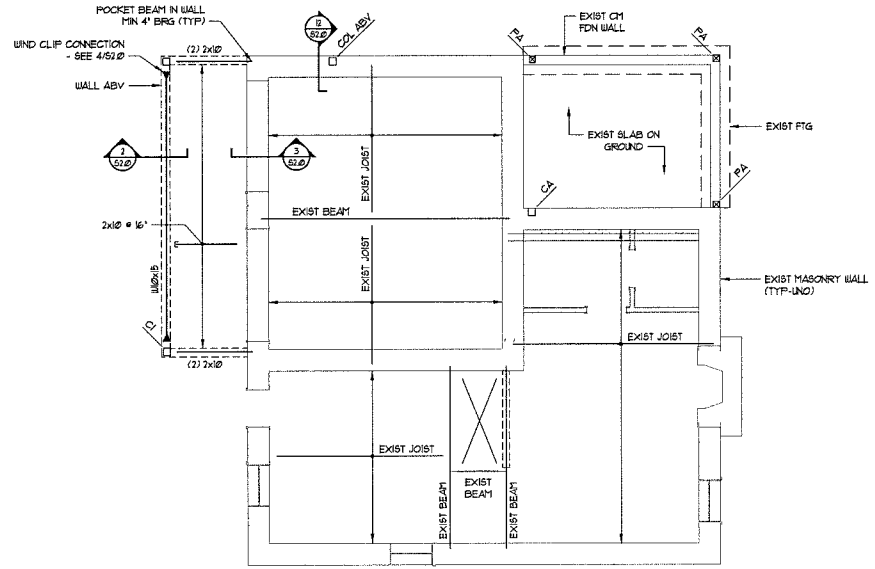
NORTH EAST SIDE



SOUTH WEST SIDE



1 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



2 FIRST FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

LARSEN & LANDIS
STRUCTURAL ENGINEERS
PHILADELPHIA, PA 19103-0101

HARTH BUILDERS
ONE MILL RACE
SPRING HOUSE, PA 19477

DALY RESIDENCE
608 WISCHMAN AVE
IRELAND, PA 19075

FOUNDATION AND FRAMING PLANS

REV	DATE	ISSUE

PROJECT: **S1.0**





Upper Dublin Township

801 Loch Alsh Avenue
Fort Washington, PA 19034

Phone # 215-643-1600
Fax # 215-643-8843
<http://www.upperdublin.net>

Invoice

Date	Invoice #
2/19/2021	C-31791

PAID
02/19/2021

Bill To:
Austin Daly
608 Wischman Avenue
Oreland, PA. 19075

Check No.	Payment Type	Property Location
1184	Check	608 Wischman Avenue

ITEM #	DESCRIPTION	QTY	RATE	AMOUNT
01-361-3300	Zoning Hearing Board Fees		500.00	500.00

PLEASE NOTE: Payment of the permit fee does not constitute issuance of a permit. After the Permit Application has been reviewed, approved, and processed, the permit will be either mailed or emailed to Homeowner and Contractor. If any work commences before permit issuance, Late Fees will be charged. Thank you.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. Visa, MasterCard, and Discover are accepted. Please make all checks payable to "Upper Dublin Township".	Total	\$500.00
	Payments	-\$500.00
Gerri Bauer, (215) 643-1600 ext. 3205	Balance Due	\$0.00

Zoning Hearing Board Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Jesse Conte

Submitting Department:

Item Type: Discussion

Agenda Section:

Subject:

Requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

Suggested Action:

Attachments:

[2359Advertisement.pdf](#)

[2359Application.pdf](#)

[2359Deed.pdf](#)

[2359NeighborSupport.pdf](#)

[2359NoticePosting.pdf](#)

[2359Photos.pdf](#)

[2359Plan.pdf](#)

[2359Plan2.pdf](#)

[2359Receipt.pdf](#)

ZONING HEARING NOTICE UPPER DUBLIN TOWNSHIP

The Upper Dublin Township Zoning Hearing Board will hold public hearings on Monday, March 22, 2021 at 7:30 pm. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>.

The Zoning Hearing Board will hear and take testimony on the following applications:

#2354: *Michael Demar of 1452 Barton Drive, Fort Washington, PA 19034* requests variances from Zoning Code Sections 255-39.1 to allow a deck to extend 21'6" to the rear of the property, where a maximum of 20' is allowed and 255-43.1.B to allow 15.3% building coverage of the total lot area, where a maximum of 15% is permitted; and 29.1% impervious coverage of the total lot area, where a maximum of 25% is permitted. The property is zoned A-2 Residential.

#2356: *Violet Minor of 113 Girard Avenue, Glenside, PA 19038* for the property at 162 Logan Avenue requests a variance from Zoning Code Section 255-17.B to allow for a corner lot to contain one front yard, two side yards, and one rear yard, where corner lots in residential districts must contain two front yards, one side yard, and one rear yard. In the alternative, applicant requests a variance from Section 255-45.1.B to allow a front yard setback of 10 feet, where 30 feet is required. The property is zoned NH Residential.

#2357: *Our Lady of Mercy School of 33 Conwell Avenue, Maple Glen, PA 19002* requests a variance from Zoning Code Section 255-29.B for an accessory structure to contain a building area of 900 square feet, where an accessory structure cannot exceed 600 square feet. The property is zoned INST Institutional.

#2358: *Austin and Liz Daly of 608 Wischman Avenue, Oreland, PA 19075* request variances from Zoning Code Sections 255-147.B and 255-147.C to allow the increase of a nonconforming building to exceed 25% of the existing floor area and to allow an expansion a nonconforming building not meeting the Zoning Code's setback requirements. Additionally, the applicants request a variance from Section 255-43.B to allow a side yard setback of 10 feet, where 25 feet is required. The property is zoned A Residential.

#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

The Zoning Hearing Board may also consider action on any pending court appeals.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific

application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Community Planner and Zoning Officer
801 Loch Alsh Avenue, Fort Washington, PA. 19034
215-643-1600, ext. 3213
jennis@upperdublin.net

Advertisement: March 7 and 14, 2021 – Ambler Gazette

Ennis, James

From: mschmid@montgomerynews.com on behalf of Montgomery News Legal
<legal@montgomerynews.com>
Sent: Monday, March 01, 2021 2:22 PM
To: Ennis, James
Subject: Re: Legal Advertisement for Upcoming March 22, 2021 Zoning Hearing Board

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe].

Thanks Jim, I have scheduled it.

On Mon, Mar 1, 2021 at 1:54 PM Ennis, James <jennis@upperdublin.net> wrote:

Hello Maureen,

Upper Dublin Township kindly requests the attached advertisement for the March 22nd Zoning Hearing Board meeting appear in the Ambler Gazette on March 7, 2021 and March 14, 2021. Please confirm receipt of this message at your earliest convenience, as well as confirm everything stated within the attached document can be advertised. This request is due to the Zoning Hearing Board conducting the meeting remotely through Zoom and ensuring all interested parties are aware of how to access the meeting and/or provide input by email. Also, please provide proof of publication.

Thanks!

JIM ENNIS, AICP
Community Planner/Zoning Officer

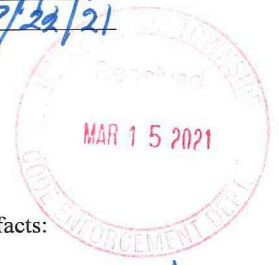
Upper Dublin Township

801 Loch Alsh Avenue, Fort Washington, PA 19034

O 215.643.1600 x3213
E jennis@upperdublin.net

W www.upperdublin.net

Date Received: 2/28/21
 Fee Paid: 1500
 1st Ad 3/9/21 /2nd Ad 3/14/21
 Date of Hearing: 3/22/21



UPPER DUBLIN TOWNSHIP
 ZONING HEARING BOARD
 APPLICATION # 2359

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:

Name of Applicant: Keith McCall Name of Owner: Keith McCall
 Address: 565 Meadowbrook Ave. Address: 565 Meadowbrook Ave.
 City, State and Zip: Ambler, PA 19002 City, State and Zip: Ambler, PA 19002
 Phone Number: 215-237-7390 Phone Number: 215-237-7390
 Name of Attorney: N/A Attorney Phone Number: N/A
 Address: _____ City: _____ State: _____ ZIP _____

↓
 Revised
 JE

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Code Enforcement Department in which we were:

- Refused a building Permit Ordered to Cease a current use
- Given conditional approval of a subdivision plan
- Other (specify) Replace the old porch, add wall, will need variances

This appeal seeks:

- An interpretation of the ordinance or map
- A special exception under Article _____, Section _____, Subsection _____, Paragraph _____
- A Variance relating to the Use, Area, Frontage, Yard, Height, Parking, Other (specify) Setback of 2.05'; Building coverage 40.5% and Impervious coverage of 57.1%

The applicable provisions of the Zoning Ordinance are as follows:

Chapter _____ Section 255-45.B Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____

The description of the property involved in this appeal is as follows:

Street Number: 565 Street Name: Meadowbrook Deed Book: 5359 Page 267
 Block Number: 54023 Unit Number: 003 Parcel Number: 54-00-05053-00-5
 Zoning District: C-Residential Served by Public Sewer (y/n) y Served by Public Water (y/n) y
 Lot Size: 3,453 Sq. Ft Lot Dimensions: 83.1' x 42.6' Street Frontage: 125.72'

Describe the present use of the property and the existing improvements: Residential home to Keith & Rosey McCall, includes a raised garden and side porch with a wall. Has no front porch or walkway.

Describe the proposed use of the property and the proposed improvements: Replacement / Addition of a roofed front porch, wall and walkway.

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No

If yes, please describe _____

Is this property a part of a subdivision heretofore approved by the Township? Yes No

If Yes, give name of subdivision _____ Date of approval by Township _____

I/We believe that the Zoning Board should approve this request because: There was a previous porch on the house that came into disrepair. It is currently unsafe to enter the house because the old porch rotted out and we have a temporary walkway to the front door. It is uncomfortable for the Owner and visitors be at the front door during inclimate weather. We would like to add a roofed porch area for sitting out front of the house. We believe that this will be a very functional and attractive addition to the neighborhood and Upper Dublin Township.

STATE OF PENNSYLVANIA:
COUNTY OF MONTGOMERY: SS

I Keith Folsom McCall BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S) AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Sworn and subscribed to

Keith F. McCall

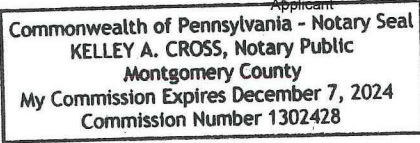
Applicant

before me, this ~~13th~~ 15th day



of March, 2021

Kelley A. Cross
Notary Public



Property owner(s) must join in the above application.

Sworn and subscribed to

Keith F. McCall

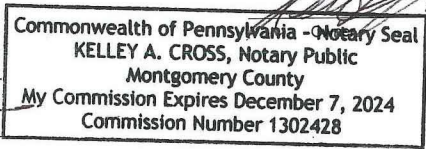
Owner

before me, this ~~13th~~ 15th day



of March, 2021

Kelley A. Cross
Notary Public



This application must be filled out and signed by the owner and if different the applicant and filed with the Zoning officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

1. Copy of the deed showing current ownership.
2. Copies of leases or agreements affecting the premises.
3. Notarized zoning application & corporate sealed for companies.

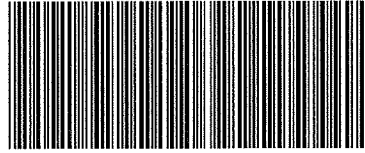
4. Eight copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Registered Land Surveyor unless this requirement is waived by the Director of Code Enforcement.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

SAT BK 1382 PG 01311 to 01312
 INSTRUMENT # : 2012010760
 RECORDED DATE: 02/02/2012 08:03:58 AM



2671093-0011N

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 2

Document Type: Satisfaction of Mortgage	Transaction #: 2603097 - 1 Doc(s)
Document Date: 02/01/2012	Document Page Count: 1
Reference Info:	Operator Id: sford
RETURN TO: (Ingeo) Ingeo 1300 N 200 E, Ste. 118 Logan, UT 84341	PAID BY: INGEO

*** PROPERTY DATA:**
 Parcel ID #: 54-00-05053-00-5
 Address: 565 MEADOWBROOK AVE

 PA
 Municipality: Upper Dublin Township (100%)
 School District: Upper Dublin

*** ASSOCIATED DOCUMENT(S):**
 MTG BK 12670 PG 02471

FEES / TAXES:	
Recording Fee:SAT	\$54.00
Total:	\$54.00

SAT BK 1382 PG 01311 to 01312
 Recorded Date: 02/02/2012 08:03:58 AM

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



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**



RECORDING REQUESTED BY

CCO MORTGAGE
FELICIA F. GILES
10561 Telegraph Road
Glen Allen, VA 23059

AND WHEN RECORDED MAIL TO

CCO MORTGAGE
LINDA JENNINGS
P.O. BOX 6260
Glen Allen, VA 23058-9962

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-05053-00-5 UPPER DUBLIN TOWNSHIP
565 MEADOWBROOK AVE
MCCALL KEITH F & KAREN R \$10.00
B 023 L U 003 1101 02/01/2012 BH

Tax ID Number: 540005053005

Loan Number: 0021910070
MERS ID:
MERS Telephone Number:

Satisfaction of Mortgage

Made this: 02/01/2012

Name of Mortgagor: KEITH F MCCALL AND KAREN R MCCALL

Name of Mortgagee: RBS CITIZENS, N.A.

Current Owner: RBS CITIZENS, N.A. who by signing below certifies that: The address of the last assignee is P.O. BOX 6260, GLEN ALLEN, VA 23058-9962

Date of Mortgage: 07/10/2009

Original Mortgage Debt: 135500.00

Mortgage Recorded on 07/29/2009, in the Office of the Recorder of Deeds of Montgomery County, State of PA, in Book: 12670, Page: 2471, as Document: 2009082025

Legal Description:

565 MEADOWBROOK AVENUE AMBLER, PA 19002

The undersigned hereby certify/ies that the debt secured by the above-mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hereof:

On 02/01/2012

RBS CITIZENS, N.A.

By:

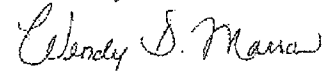


LINDA B. JENNINGS, Authorized Signer

STATE OF VA
COUNTY OF Henrico } s.s.

This instrument was acknowledged before me WENDY D. MARROW, a notary public in and for Henrico county, in the state of VA on 02/01/2012 by LINDA B. JENNINGS as Authorized Signer of RBS CITIZENS, N.A.

Witness my hand and official seal,



Notary Public: WENDY D. MARROW

My Commission Expires: 09/30/2013

113569



1300
1300
500
500
200

THIS INDENTURE Made this *30TH* day of *APRIL*, A.D. 2001.

BETWEEN *James B. Hayden, Sr. and Amanda G. Hayden, his wife*

(hereinafter called the **Grantors**), of the one part, and

Keith F. McCall and Karen R. McCall

(hereinafter called the **Grantees**), of the other part,

PROPERTY TAX PAID	
STATE	1,020.00
LOCAL	020.00
PER	

0127-1-11-03-154

UNOFFICIAL COPY
DEED 5359 00267

WITNESSETH, That in consideration of *One Hundred Two Thousand Dollars* (\$102,000.00) lawful money of the *United States of America*, unto *them*, well and truly paid by the said *Grantees* at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said *Grantors do* hereby grant, bargain, sell, release and confirm unto the said *Grantees, Their heirs and assigns, as Tenants by the Entireties,*

ALL THAT CERTAIN lot or piece of ground with the improvements thereon erected, **SITUATE** in the Township of Upper Dublin, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the intersection of the Northwesterly side of Meadowbrook Avenue (forty feet wide) and the Northwesterly side of Douglass Street (forty feet wide); thence South forty-two degrees no minutes thirty seconds West forty-two and sixty-two one-hundredths feet to a point a corner of other land of said Grantors of which this was a part; thence North forty-seven degrees fifty-nine minutes thirty seconds West eighty-three and eight one-hundredths feet to a point in line of land of Alvin B. Faust; thence along the same North forty-two degrees no minutes thirty seconds East forty feet and seventy-six one-hundredths feet to an iron pin on the Northwesterly side of Meadowbrook Avenue; thence along said side of said Meadowbrook Avenue South forty-nine degrees sixteen minutes thirty seconds East eighty-three and ten one-hundredths feet to the first mentioned point and place of beginning.

BEING known as House Number 1 Douglass Street. (a/k/a 565 Meadowbrook Ave.)

BEING PARCEL NO. 54-00-05053-00-5

BEING the same premises which Helen Ambers, Widow, by Deed dated October 14, 1969 and recorded October 15, 1969 in Montgomery County in Deed Book 3574 page 781 granted and conveyed unto James B. Hayden, Sr. and Amanda G. Hayden, his wife, in fee.

DB5359PG0267

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

TO HAVE AND TO HOLD the said lot or piece of ground above described together with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, Their heirs and assigns, to and for the only proper use and behoof of the said Grantees, Their heirs and assigns, as Tenants by the Entireties.

UNDER AND SUBJECT as aforesaid.

AND the said Grantors, for Themselves and Their heirs and assigns, do by these presents, covenants, grant and agree, to and with the said Grantee, His heirs and assigns, that they, the said Grantors, Their heirs and assigns, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, Their heirs and assigns, against Them, the said Grantors, Their heirs and assigns, and against all and every Person and Persons whomsoever lawfully claiming or to the claim the same or any part thereof, by, from or under it WARRANT and forever DEFEND.

IN WITNESSETH WHEREOF, the said Grantors have caused these presents to be duly executed, the day and year first above written.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-0.153-00-5 UPPER MURKIN
1 DOUGLASS ST
HAYDEN JAMES B SR & AMANDA G
B 023 U 003 L 1101 DATE: 05/04/01

SEALED AND DELIVERED
in the presence of:

(Witness)

James B. Hayden Sr. (Seal)

Amanda G. Hayden (Seal)

DB 5359PG0268

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Montgomery

On this, the 30 day of April, 2001, before me,

the undersigned officer, personally appeared James B. Hayden, ^{Sp.} and Amanda G. Hayden, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

UNOFFICIAL COPY
DEED 5359 00269

Michael D. Clerico
(Notary Public)

The Address of the within named Grantees is:
565 Meadowbrook Ave., Ambler, PA 19002

NOTARIAL SEAL
MICHAEL D. CLERICO, Notary Public
Norristown Boro, Montgomery County
My Commission Expires March 1, 2004



Margaine B. Kabanbach

#008363	
UPPER DUBLIN TWP	1020.00
STATE STAMP	1020.00
TOTAL	2040.00
CHECK	2040.00
CHANGE	0.00
ITEM 2	
05-04-01 FRI #1	CASH-11 8249 13*14TM

DB 5359PG0269

Greetings Upper Dublin Zoning Committee;

My / Our name is Carin Winans, I/we live at

4B Douglas Street, Ambler, PA 19002. I/We are

neighbors to Keith F. McCall and I/we own our home; which borders Keith's property.

Keith has shown me/us a drawing and explained his desire to add a covered porch and wall to the front of his property. I/we accept his request and agree that it is functional and will be a nice addition to the street and neighborhood.

Additional Comments:

Date: 3/11/2021

Signed: Car Winans

Greetings Upper Dublin Zoning Committee;

My / Our name is FRANK H. BRASS III, I/we live at

564 MEADOW BROOK AVE, Ambler, PA 19002. I/We are neighbors to Keith F. McCall and I/we own our home; which borders Keith's property.

Keith has shown me/us a drawing and explained his desire to add a covered porch and wall to the front of his property. I/we accept his request and agree that it is functional and will be a nice addition to the street and neighborhood.

Additional Comments:

AS A KID I REMEMBER HANGING OUT
WITH THE HAYDENS ON THE PORCH THAT
WAS ON THIS HOUSE BACK THEN.
I HAVE NO PROBLEM WITH A PORCH
BEING PUT BACK ON THE HOUSE

Date: 3.7.21

Signed: Frank H Brass III

Greetings Upper Dublin Zoning Committee;

My / Our name is Margaret + Frank Brass, Jr, I/we live at

560 Meadow Brook Ave, Ambler, PA 19002. I/We are neighbors to Keith F. McCall and I/we own our home; which borders Keith's property.

Keith has shown me/us a drawing and explained his desire to add a covered porch and wall to the front of his property. I/we accept his request and agree that it is functional and will be a nice addition to the street and neighborhood.

Additional Comments:

We remember when there was a porch
on the front and side of Keith's home and
it was removed by the James Hayden family.
around 1970's.

Date: 3-7-21

Signed: Margaret Brass

Greetings Upper Dublin Zoning Committee;

My / Our name is Joseph + CORNIE Reganatu, I/we live at

4A DOUGLASS ST, Ambler, PA 19002. I/We are

neighbors to Keith F. McCall and I/we own our home; which borders Keith's property.

Keith has shown me/us a drawing and explained his desire to add a covered porch and wall to the front of his property. I/we accept his request and agree that it is functional and will be a nice addition to the street and neighborhood.

Additional Comments:

Keith has been a great asset to the neighborhood and has strived to improve his home. The work is always done well and has been aesthetically pleasing

Date: 3/10/21

Signed: John M. Dept

Greetings Upper Dublin Zoning Committee;

(My) Our name is PAULINE NOVAK (I) we live at

2626 MEADOWBROOK AVE., Ambler, PA 19002 (I) We are

neighbors to Keith F. McCall and (I) we own our home; which borders Keith's property.

Keith has shown me/us a drawing and explained his desire to add a covered porch and wall to the front of his property. (I) we accept his request and agree that it is functional and will be a nice addition to the street and neighborhood.

Additional Comments:

Date: 3/8/21

Signed: Pauline Novak

Greetings Upper Dublin Zoning Committee;

My / Our name is Ed McFadden, I/we live at

553 Mendonbrook Ave, Ambler, PA 19002. I/We are neighbors to Keith F. McCall and I/we own our home; which borders Keith's property.

Keith has shown me/us a drawing and explained his desire to add a covered porch and wall to the front of his property. I/we accept his request and agree that it is functional and will be a nice addition to the street and neighborhood.

Additional Comments:

Date: 3/15/2020

Signed: [Signature]



NOTICE OF PUBLIC HEARING

IRA S. TACKEL
President

ROBERT H. MCGUCKIN
Vice President

LIZ FERRY

GARY V. SCARPELLO

MEREDITH L. FERLEGER

ALYSON J. FRITZGES

CHERYL KNIGHT

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance on **Monday, March 22, 2021 at 7:30 PM**. Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>. During this meeting an application concerning **565 Meadowbrook Avenue, Ambler, PA 19002** will be heard.


#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

All residents of Upper Dublin Township interested in the above applications may be heard in either of two ways – 1) during the meeting in Zoom by clicking on Participants and “raise your hand” in the virtual environment during the Public Comment allowance for the specific application being considered at that time; or 2) by emailing questions/comments in advance to meeting@upperdublin.net no less than 5 days before the meeting. The emailed questions/comments will be forwarded to all members of the Zoning Hearing Board, the applicant, and any attorney on record. The Zoning Hearing Board Chair will read the emailed questions/comments into the record during the hearing.

Please bear with us as we work through this technology that is new to us. Upper Dublin Township is committed to providing continuity of essential services throughout this unprecedented time. Thanks to all of our community members for their patience and understanding.

A copy of the application is on file in the Code Enforcement Department and may be seen upon request.

By Order of the Zoning Hearing Board.


Jim Ennis
Zoning Officer

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

If you are not able to attend the hearing, written comments may be entered into the record by submitting them in advance to the Department of Code Enforcement.

Advertisement Dates March 7 and 14, 2021 – Ambler Gazette

MCCALL KEITH F & KAREN R
565 MEADOWBROOK AVE
AMBLER PA 19002-4952

MCFADDEN JAMES J & EDWARD

LAFFERTY R JAMES & JOHN H

PALMER LANGDON JR & RUTH BAUGH
17 SHELLY LN
FT WASHINGTON PA 19034

BERGER NATALIE E
7 DOUGLASS ST
AMBLER PA 19002

LAFFERTY R JAMES & JOHN H

PALMER LANGDON JR & RUTH BAUGH

BRASS FRANK H III & RAWIDA N
564 MEADOWBROOK AVE
AMBLER PA 19002-4945

BRYSON CONSTANCE D
4 DOUGLASS ST UNIT A
AMBLER PA 19002

DOMANICO CONSTANCE
4 DOUGLASS ST UNIT A
AMBLER PA 19002

KELLER BRADLEY K & MOIRA T
11 DOUGLASS ST
AMBLER PA 19002-4941

CASEY ERYN
5 DOUGLASS ST
AMBLER PA 19002-4941

DINAPOLI F MICHAEL
1028 DENSTON DR
AMBLER PA 19002

WINANS CARIN M
4 DOUGLASS ST UNIT B
AMBLER PA 19002

WASEKANES THOMAS J & ANN C
P O BOX 313
BRYN ATHYN PA 19009-0313

MAURIO JERRY & JOANN
977 LIMEKILN RD
DOYLESTOWN PA 18901

BRASS FRANCIS H JR & MARGARET
560 MEADOWBROOK AVE
AMBLER PA 19002-4945

WASEKANES THOMAS J & ANN C

SAILOR ADAM

LOCHETTO JOSEPH A & ANTOINETTE
1304 KIRKS LN
DRESHER PA 19025

WASEKANES THOMAS J & ANN C

SAILOR ADAM

LOCHETTO JOSEPH A & ANTOINETTE

MCFADDEN JAMES J & EDWARD
1459 WHEATON LANE
NORTH WALES, PA 19454

NOVAK ANDREW & MARIA
555 MEADOWBROOK AV
AMBLER PA 19002

SPIGELMYER WILLIAM & ELIZABETH
910 WHITNEY LN
AMBLER PA 19002-2932

MCFADDEN JAMES J & EDWARD

LAFFERTY R JAMES & LAFFERTY JOHN M
1700 CLAIR MARTIN PLACE
AMBLER PA 19002-4010

SPIGELMYER WILLIAM & ELIZABETH

SPIGELMYER WILLIAM & ELIZABETH

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002

DUBLIN ESTATES LLC

YEE WINNIE C
PO BOX 212
AMBLER PA 19002

SAILOR ADAM
2479 SUNNYSIDE LANE
SARASOTA FL 34239-4712

MURRAY NOLAN P
21 DOUGLASS ST
AMBLER PA 19002

ESSLINGER G BARRY & KAREN B

SAILOR ADAM

HEGARTY BRIAN J & MEGAN E
550 MEADOWBROOK AV
AMBLER PA 19002-4945

ESSLINGER G BARRY & KAREN B

SAILOR ADAM

UPPER DUBLIN TWP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034-1651

MURRAY NOLAN P
15 DOUGLASS ST
AMBLER PA 19002

DIEBOLT ZACHARY & CAILIN
19 DOUGLASS ST
AMBLER PA 19002

SULLIVAN CHRISTOPHER A &
CHRISTOPHER CHERYL
318 BEECHMONT RD
AMBLER PA 19002

MURRAY NOLAN P

SWINAND ROBERT M
634 MEADOWBROOK AVE
AMBLER PA 19002

SULLIVAN CHRISTOPHER A &

BUTLER PARK CONDO ASSN
90 HAMPSTEAD DRIVE
AMBLER PA 19002

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002-4941

SULLIVAN CHRISTOPHER A &

CARVER SCOTT M & ERICA J
545 CATHERINE ST
AMBLER PA 19002

CONTE PATRICK J & ELIZABETH M
PO BOX 237
AMBLER PA 19002-0237

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002-4941

DUBLIN ESTATES LLC

PHIFER GERALD J JR & JENNIFER
630 MEADOWBROOK AVE
AMBLER PA 19002-4920

NOVAK ANDREW & MARIA

DUBLIN ESTATES LLC

NOON JAMES B & DEBRA A
632 MEADOWBROOK AVE
AMBLER PA 19002-4920

INTERRANTE DAMIAN & MURRAY NOLAN P
& MURRAY PATRICK C
21 DOUGLASS ST
AMBLER PA 19002

SAILOR ADAM

CONTE PATRICK J & ELIZABETH M
29 DOUGLASS ST
AMBLER PA 19002

BRUNO RITA C & MURRAY NOLAN

SAILOR ADAM

SUNDAY CHRISTINA
612 ARGYLE AVE
AMBLER PA 19002-4906

PRIOR THOMAS W
614 B MEADOWBROOK AVE
AMBLER PA 19002

CONTE MICHAEL J & JESSICA ANN
27 DOUGLASS ST
AMBLER PA 19002-4941

KNAPPENBERGER PETER & MERONEY
SANDRA
546 MEADOWBROOK AVE
AMBLER PA 19002-4945

PRIOR THOMAS W

CONTE MICHAEL J & JESSICA ANN

FORCHE RUDOLF G & HELGA
636 MEADOWBROOK AVE
AMBLER PA 19002-4920

DUBLIN ESTATE LLC
543 MEADOWBROOK AVE
AMBLER PA 19002

PECK DESMOND S & SANCHEZ-PECK
FRANCELLI
610 ARGYLE AVE
AMBLER PA 19002

CONTE PATRICK J & ELIZABETH M
29 DOUGLASS ST
AMBLER PA 19002

DUBLIN ESTATES LLC

FERRILL ROBERT T
385 CARDONA CIR
SAN RAMON CA 94583

IRWIN ELIZABETH
36 WINGED FOOT DR
READING PA 19067

CONTE PATRICK J & ELIZABETH M
29 DOUGLAS ST
AMBLER PA 19002

CATHERINE STREET TRUST
PO BOX 505
FORT WASHINGTON PA 19034

MOORE ROBERT P
PO BOX 3351
MAPLE GLEN PA 19002

CONTE PATRICK J & ELIZABETH M

MICHAEL & LINDA LLC

MOORE ROBERT P

FAUST MARGARET & BALCH MATTHEW
548 MEADOWBROOK AVE
AMBLER PA 19002-4945

CATHERINE STREET TRUST

MOORE ROBERT P

MULREANEY STEPHANIE L & OTT MATTHEW
W
111 SHADY HILL DR
CHALFONT PA 18914

CATHERINE STREET TRUST

SNYDER RYAN S & ELANA A
553 CATHERINE ST
AMBLER PA 19002

MICHAEL & LINDA LLC

LAFFERTY JOHN M & R JAMES
1700 CLAIR MARTIN PLACE
AMBLER PA 19002

STEELEY CORY JACK &
628 MEADOWBROOK AVE
AMBLER PA 19002

CORVO JOSEPH & FURMAN PATRICIA
543 MEADOWBROOK AVE
AMBLER PA 19002

LAFFERTY JOHN M & R JAMES

CARVER PATRICIA
57 CAVENDISH DR
AMBLER PA 19002-4963

KRAFT MARIE
33 DOUGLASS ST
AMBLER PA 19002-4941

LAFFERTY JOHN M & R JAMES

CAMPBELL DONNA R
55 CAVENDISH DR
AMBLER PA 19002-4963

BENTON ISABELLA KING
614 ARGYLE AVE
AMBLER PA 19002-4906

W&R PROPERTIES
669 MEADOWBROOK AVE
AMBLER PA 19002

CAMPBELL DONNA R

GALLAGHER MATT & WISE JULIE
558 ARGYLE AVE
AMBLER PA 19002

RAISCH JOSEPH & KAREN

ROONEY CORY J & KROMDYK CAITLYN
552 ARGYLE AVE
AMBLER PA 19002 4905

WATKINS PATRICK S & AMANDA L
539 MEADOWBROOK AVE
AMBLER PA 19002

RAISCH JOSEPH & KAREN

MARRER TIMOTHY R

LUBOLD NICHOLAS C & JILL N
538 MEADOWBROOK AVE
AMBLER PA 19002

CLARK EDWARD W JR & JULIE D
616 ARGYLE AVENUE
AMBLER PA 19002

WOELFEL ELIZABETH J
535 MEADOWBROOK AVE
AMBLER PA 19002-4952

PARISI LAURA P & SILSBY ERIC
556 ARGYLE AVE
AMBLER PA 19002

FAZZINI VINCENTINE M
56 CAVENDISH DR
AMBLER PA 19002-4963

FRENCH JOHN
570 HOMESTEAD LN
AMBLER PA 19002-4966

LEWIS RENA & EMENIMADU ISHICHELI
1539 BITTERSWEET CIRCLE
JAMISON PA 18929

TINO NICHOLAS R JR & THERESA M
615 ARDROSS AVE
AMBLER PA 19002-4902

CHRISTIANSSEN MARK V & PATRICE

ELLMORE THOMAS J & DIANE S

TINO NICHOLAS R JR & THERESA M

BEVIVINO VINCENT & MARY
308 ROSEMARY AVENUE
AMBLER PA 19002

BEVIVINO VINCENT & MARY

GRAY DANIEL L & VALENTINA
548 ARGYLE AVE
AMBLER PA 19002-4905

BROITMAN PAMELA
64 CAVENDISH DR
AMBLER PA 19002-4963

WINNING JR THOMAS G
534 MEADOWBROOK AVE UNIT A
AMBLER PA 19002

MICHAEL REILLY
627 MEADOWBROOK AV
AMBLER PA 19002

PODDER JENNIFER
438 GREENWOOD AVE
WYNCOTE PA 19095

ANDREY MELISSA & JOSEPH
60 CAVENDISH DR
AMBLER PA 19002-4963

ESSLINGER G BARRY & KAREN B

PODDER JAMES & JENNIFER

FITCH JO ANN & GRIFFITH MARGUERITE
645 MEADOWBROOK AV
AMBLER PA 19002

ESSLINGER G BARRY & KAREN B

ANEJA KAWALPAREET K
87 HAMPSTEAD DR
AMBLER PA 19002-4944

REALE MICHELLE
550 ARGYLE AVE
AMBLER PA 19002

STEIGERWALD JOHN & MICHELLE
643 MEADOWBROOK AVE
AMBLER PA 19002-4919

LIGHTING RENOVATIONS COMPANY
85 HAMPSTEAD DR
AMBLER PA 19002

NOVAK ANDREW & MARIA

STEIGERWALD JOHN & MICHELLE

LEE JONGTAE
912 TANNERIE RUN RD
AMBLER PA 19002

DANZO ANTHONY J & LAURA M
618 ARGYLE AVE
AMBLER PA 19002-4906

STEIGERWALD JOHN & MICHELLE

LEE JONG TAE

KHAN IREEN
638 MEADOWBROOK AVE
AMBLER PA 19002-4920

UPPER DUBLIN TWP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034-1651

LEE JONG TAE

RILLING SARAH
59 CAVENDISH DR
AMBLER PA 19002

KOGUT LAURA
531 MEADOWBROOK AVE
AMBLER PA 19002-4952

ALLEN SEAN M & LEISTER PATRICIA A
620 ARGYLE AVE
AMBLER PA 19002-4906

BROWNHOLTZ MICHAEL
61 CAVENDISH DR
AMBLER PA 19002

SUTOW JANE
1347 FORDING BROOK RD
LOWER GWYNEDD PA 19002

BROWNHOLTZ ANNE C
88 HAMPSTEAD DR
AMBLER PA 19002-4944

SOWDEN TIMOTHY C/O MARY LOU
WHITEHILL
451 MILITIA HILL RD
FORT WASHINGTON PA 19034

JENNIFER JONES
1150 HAGUES MILL ROAD
AMBLER PA 19002

WRIGHT SAMUEL H
80 HAMPSTEAD DR
AMBLER PA 19002-4944

HUGHES JAMES F
86 HAMPSTEAD DR
AMBLER PA 19002-4944

MCDEVITT JOHN T & KATHRYN J

LAFFERTY R JAMES & JOHN M
1700 CLAIR MARTIN PLACE
AMBLER PA 19002-4010

CONDASH NADINE DENISE
65 CAVENDISH DR
AMBLER PA 19002-4963

GILBERT MARGARET
79 HAMPSTEAD DRIVE
AMBLER PA 19002

LAFFERTY R JAMES & JOHN M

KIRRSTETTER GAIL E
63 CAVENDISH DR
AMBLER PA 19002-4963

MORAN PATRICIA E
82 HAMPSTEAD DR
AMBLER PA 19002

LAFFERTY R JAMES & JOHN M

ADAMS ROBERT J & JUDITH M
613 ARGYLE AVE
AMBLER PA 19002-4908

ARNOLD MICHAEL & LAUREN

GILMORE THOMAS C & LINDSAY
615 ARGYLE AVE
AMBLER PA 19002-4908

MISSFELDT RUTH M
81 HAMPSTEAD DR
AMBLER PA 19002

STEINHAUER ROBERT H

SHANOK RACHEL & HOLDEN MARC
557 ARGYLE AVE
AMBLER PA 19002

PILEGGI WALBURGA
332 HIGHLAND AVE
AMBLER PA 19002

MERENDA DOMINIC & LISA A
647 MEADOWBROOK AVE
AMBLER PA 19002-4919

OCHOTNY JOSEPH J

PILEGGI WALBURGA

CHRISTIANSSEN PATRICE
900 HOMESTEAD
AMBLER PA 19002

JONES JENNIFER A
1150 HAGUES MILL RD
AMBLER PA 19002

INGRAM KENNETH & KRISTY L
544 ARGYLE AVE
AMBLER PA 19002

MCFADDEN JULIA
508 E VALLEY GREEN RD
FLOURTOWN PA 19031

KEES SHEILA R
542 ARGYLE AVE
AMBLER PA 19002-4905

MCDEVITT JOHN T & KATHRYN J
519 LOUISE RD
GLENSIDE PA 19038-5429

MCFADDEN JULIA

KARULIN NIKOLAY & KARULINA MARINA
30 KAREN DRIVE
MALVERN PA 19355

ALLEN GWENN M
70 CAVENDISH RD
AMBLER PA 19002

BRUCKER WILLIAM
72 CAVENDISH DR
AMBLER PA 19002-4964

RAKE SANDRA R

PULLI MARIE
71 CAVENDISH DR
AMBLER PA 19002-4964

DAVIS GLORIA A
75 HAMPSTEAD DR
AMBLER PA 19002-4944

LAFFERTY R JAMES & JOHN M
1700 CLAIR MARTIN PLACE
AMBLER PA 19002

DANDEGIAN LISA ROSE
78 HAMPSTEAD DR
AMBLER PA 19002

LAFFERTY R JAMES & JOHN M

PANELLA PAULLA M
622 ARGYLE AVE
AMBLER PA 19002-4906

LAFFERTY R JAMES & JOHN M

JONES JENNIFER A
1150 HAGUES MILL RD
AMBLER PA 19002

MCNULTY JAMES P & KATHLEEN A
1230 CEDAR RD
AMBLER PA 19002-4940

BENNIS ELIZABETH D
540 ARGYLE AVE
AMBLER PA 19002

ROOK KATHERINE
617 ARGYLE AVE
AMBLER PA 19002-4908

HAGGERTY EDWARD PATRICK & YORGAN
EILEEN MARIA
47 CAVENDISH DR
AMBLER PA 19002-4962

BORTMAN LAURA S
48 CAVENDISH DR
AMBLER PA 19002-4962



**NOTICE OF
PUBLIC HEARING**
 BEFORE ZONING AND PLANNING BOARD
 10000 BELLEVILLE BLVD., SUITE 100, ST. LOUIS, MO 63143

2021

Project Name: [Illegible]
 Applicant: [Illegible]
 Address: [Illegible]
 City: [Illegible]

Public Hearing Date: [Illegible]
 Time: [Illegible]

Public Hearing Location: [Illegible]

For more information, contact:
 Planning Board Secretary
 10000 Belleville Blvd., Suite 100
 St. Louis, MO 63143
 Phone: (314) 867-1234
 Email: [Illegible]

03/05/2021 10:58AM

Post-3-5-21

NOTICE OF PUBLIC HEARING

BEFORE ZONING HEARING BOARD UPPER DUBLIN TWP., MONTG. CO., PA

2359

A hearing will be held on the application of:

Keith McCall

at the Upper Dublin Township, 801 Loch Alsh Avenue, Fort
Washington, PA. 19034 on:

Monday, March 22, 2021 @ 7:30 P.M.

Due to COVID-19 restrictions in Montgomery County and to protect the health, safety, and welfare of the public, each hearing will be a virtual hearing using Zoom. The link for public accessibility to the hearings will be posted on the Township's website at: <https://www.upperdublin.net/government/meeting-agendas-minutes/>

The property involved is on:

565 Meadowbrook Avenue

#2359: *Keith McCall of 565 Meadowbrook Avenue, Ambler, PA 19002* requests a variance from Zoning Code Sections 255-45.B to allow a front yard setback of 2.05 feet, where 30 feet is required; to allow a building coverage percentage of 40.5%, where a maximum of 20% is permitted; and to allow a impervious coverage percentage of 57.1%, where a maximum of 30% is permitted. The property is zoned C Residential.

Zoning Hearing Board of Upper Dublin Township

By: Jim Ennis, Zoning Officer

801 Loch Alsh Avenue

Fort Washington, PA. 19034

(215) 643-1600, Ext. 3213



565

LEAVE PARTY



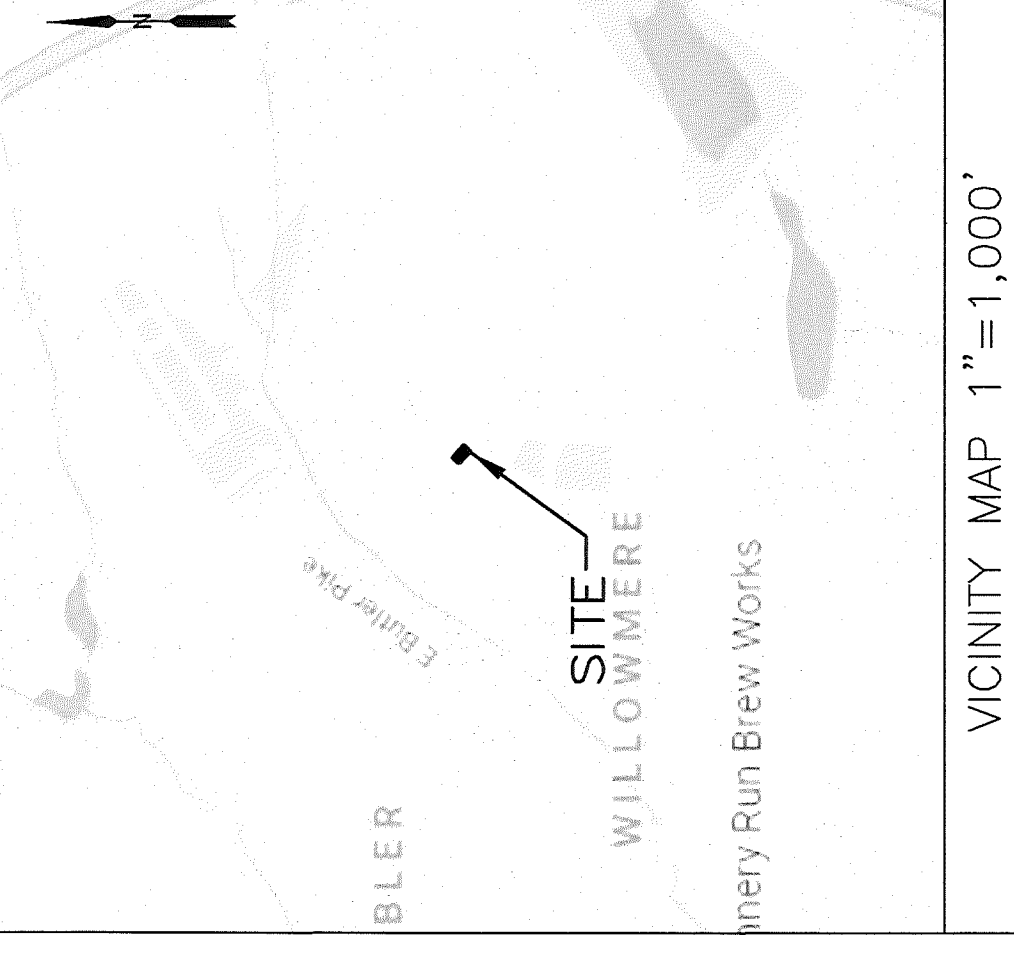












GENERAL NOTES:

1. TOPOGRAPHIC FEATURES SHOWN FROM ACTUAL FIELD SURVEY BY ASH ASSOCIATES OCTOBER 19, 2020 AND LIMITED TO SHOWING FEATURES OF INTEREST ONLY.
2. VERTICAL DATUM IS NAVD 1988 AND ESTABLISHED BY GPS OBSERVATIONS REFERENCED TO THE NCS CORS NETWORK. SITE BENCHMARK IS A MAG NAIL SET AS SHOWN. ELEVATION=256.96'.
3. HORIZONTAL DATUM IS NAD 83. STATE PLANE COORDINATES OF PENNSYLVANIA AND ESTABLISHED GPS OBSERVATIONS REFERENCED TO THE NCS CORS NETWORK. BOTH DEED BEARINGS AND NAD 83 PENNSYLVANIA STATE PLANE BEARINGS ARE SHOWN. PARENTHESES () INDICATES DEED BEARINGS.
4. THIS PLAN WAS MADE AS PER INSTRUCTIONS OF APPLICANT AND WITHOUT THE BENEFIT OF A TITLE REPORT. OTHER RIGHTS TO PROPERTY MAY EXIST.
5. THIS PLAN DOES NOT SHOW ENVIRONMENTAL HAZARDS, OR ARCHEOLOGICAL SITES.
6. RIGHT-OF-WAY WIDTHS SHOWN FROM DEEDS OF RECORD.
7. ENTIRE SITE IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA FLOOD INSURANCE RATE MAP (FIRM) OF MONTGOMERY COUNTY, MAP # 4209102876, REVISED MARCH 2,2016.

PROPERTY INFORMATION:

OWNER: KATHI E. & KAREN R MCCALL
 APN: 54-00-0505-00-5
 TRACT ADDRESS: 565 MEADOWBROOK AVENUE
 DOCUMENT: DEED BOOK 5359, PAGE 287
 EXISTING NET AREA: 3,453 SQ FT OR 0.08 ACRES

ZONING DATA:

PER TOWNSHIP, Section 255-45

ZONING DISTRICT CLASSIFICATION: C-RESIDENTIAL DISTRICT

ZONING REQUIREMENT	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	9,000 SQ FT	3,453 SQ FT	NO CHANGE
MINIMUM LOT WIDTH	60 FT	83.0 FT	NO CHANGE
MINIMUM FRONT YARD SETBACK	25 FT	25 FT	NO CHANGE
MINIMUM REAR YARD SETBACK	25 FT	42.2 FT	NO CHANGE
MINIMUM SIDE YARD SETBACK	10 FT	10.3 FT	NO CHANGE
MINIMUM FRONT YARD SETBACK	10 FT	10.3 FT	NO CHANGE
MINIMUM IMPERVIOUS COVERAGE	30 %	51.0 %	NO CHANGE
MAXIMUM IMPERVIOUS COVERAGE	30 %	51.0 %	NO CHANGE
MAXIMUM PRINCIPAL BUILDING HEIGHT	35 FT	NOT MEASURED	NO CHANGE

IMPERVIOUS DATA:

EXISTING DWELLING	EXISTING DRIVEWAY	EXISTING WALLS/WALKS:	PROPOSED
1,158 SQ FT	548 SQ FT	289 SQ FT	1,781 SQ FT
NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE
274	274	274	274

IMPERVIOUS CALCULATIONS:

EXISTING IMPERVIOUS TOTAL	EXISTING IMPERVIOUS PERCENT	IMPERVIOUS TO BE ADDED	NET INCREASE	PROPOSED IMPERVIOUS TOTAL
1,781 SQ FT	51.0 %	+281 SQ FT	214 SQ FT	1,975 SQ FT

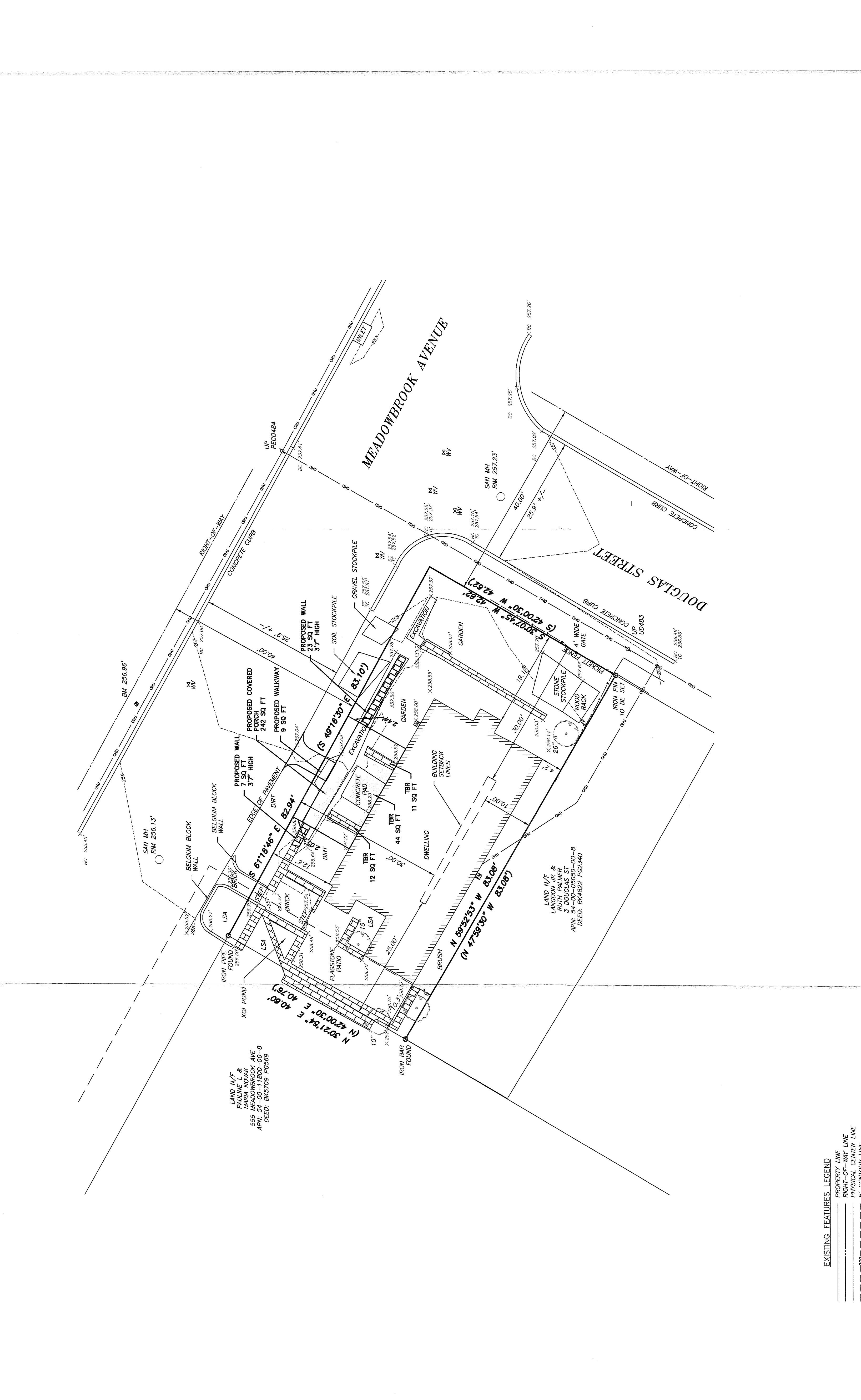
SITE PLAN

McCall Property
 565 MEADOWBROOK AVENUE
 AMBLER, PA 19002

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

ASH ASSOCIATES, INC.
 765 TENNIS AVENUE
 AMBLER, PA 19002
 PH: 215-367-5261
 WWW.ASHASSOCIATES.NET

Scale: 1" = 10'
 Date Issued: February 19, 2021
 Project No. 4043
 Drawing No. 4043-1



EXISTING FEATURES LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- PHYSICAL CENTER LINE
- CONTOUR LINE
- WIRE FENCE
- OVERHEAD UTILITY
- GAS LINE
- WATER MAIN
- SEWER LINE
- WATER VALVE
- CLEAN OUT
- UTILITY MANHOLE
- UTILITY POLE
- LIGHT POLE
- CONCRETE WALKWAY
- PROPERTY CORNER
- STONE WALLS
- SPOT ELEVATION
- TOP OF CURB ELEVATION
- 6 INCH DECIDUOUS TREE
- 10 INCH CONIFEROUS TREE
- LANDSCAPED AREA
- BUSH

PLAN

Scale: 0' 10' 20' 30'

Revisions

No.	Date	Remarks
1.	2/19/2021	TWP COMMENTS

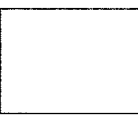
Professional Seal: LONDON J. WOODWARD, PROFESSIONAL SURVEYOR, PENNSYLVANIA, REGISTRATION NUMBER SU060287

Note: Signatures not in red ink are not to be considered as certified copies of this survey. Ash Associates, Inc. shall be responsible for any information shown on a copy of this survey that is not a certified copy.



McCALL RESIDENCE PROPOSED ELEVATION

SCALE: 1/4" = 1'-0"



**SECURITY
TELE/DATA
TECHNOLOGIES**

565 MEADOWBROOK AVE.
AMBLER, PA 19002
TEL: 215-793-0478 • FAX: 215-793-0479

www.KtecKinc.com

**McCall Ambler
House**

565 MEADOWBROOK AVENUE
Ambler, PA 19002

PRINT DATE:

DATE:	SUBMISSION:

DRAWING INFORMATION:

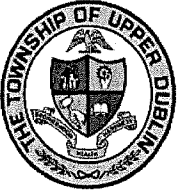
SCALE:	As Noted
DRAWN BY:	CDS
CHECKED:	Keith F. McCall
BULLETIN #:	--
DATE:	07-25-20

DRAWING NAME:

ELEVATION

DRAWING NUMBER:

A-2



Upper Dublin Township

801 Loch Alsh Avenue
Fort Washington, PA 19034

Phone # 215-643-1600
Fax # 215-643-8843
<http://www.upperdublin.net>

Invoice

Date	Invoice #
2/22/2021	C-31795

PAID
02/22/2021

Bill To: Keith McCall 565 Meadowbrook Avenue Ambler, PA. 19002

Check No.	Payment Type	Property Location
1943	Check	565 Meadowbrook Avenue

ITEM #	DESCRIPTION	QTY	RATE	AMOUNT
01-361-3300	Zoning Hearing Board Fees		500.00	500.00

PLEASE NOTE: Payment of the permit fee does not constitute issuance of a permit. After the Permit Application has been reviewed, approved, and processed, the permit will be either mailed or emailed to Homeowner and Contractor. If any work commences before permit issuance, Late Fees will be charged. Thank you.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. Visa, MasterCard, and Discover are accepted. Please make all checks payable to "Upper Dublin Township".	Total	\$500.00
	Payments	-\$500.00

Geri Bauer, (215) 643-1600 ext. 3205	Balance Due	\$0.00
--------------------------------------	--------------------	--------