

**Springfield Township  
Zoning Hearing Board  
April 27, 2020  
7:00 P.M.**

**Please note that this Meeting will be held via the Zoom web conferencing program. (Instructions for participating are included below)**

**Meeting ID: 138-684-951**

Please note that Public comment must be submitted in advance by emailing Springfield Township's Director of Planning & Zoning, Mark Penecale, at [mpenecale@springfieldmontco.org](mailto:mpenecale@springfieldmontco.org) by 5:00 PM on Tuesday, April 27, 2020.

**7:00 P.M. Call to Order:**

**Pledge of Allegiance:**

**Roll Call:**       **Ed Fox; Esq. Chairman, Zoning Hearing Board**  
                      **Megan McDonough; Esq. Vice Chair, Zoning Hearing Board**  
                      **Jennifer Guckin, Zoning Hearing Board Member**  
                      **James Brown; Zoning Hearing Board Alternate Member**  
                      **Kate M. Harper, Esq.; Solicitor, Zoning Hearing Board**

**New Business:**

**Case #20-05:** This is the application of **Saint Genevieve Church & School**, owners of the property located at 1225 Bethlehem Pike, Flourtown, PA. 19031. The property is also known as Parcel #520001591004. The applicant seeks a dimensional variances from Section 114-74.A (1) to permit a rear yard setback of 23.8 feet where 30 feet is required, Section 114-134.A (8) & (14) to allow for a reduction in the required number of on-site parking stalls, Section 113-134.C to permit parking stalls of 9 feet in width and 18 feet in length, Section 114-123. (10) to allow for parking lot buffer of less than 10 feet in depth, Section 114-134.F (2) to allow for a reduction in the internal green space by 900 square feet less than required and Section 114-134.F (2) of the Zoning Ordinance of Springfield Township to allow for an expansion of the current use of the property as a Church and School. The property is zoned within the B & C Residential Districts and the B-1 Business District of Ward #1 of Springfield Township.

**Case #20-06:** This is the application of **Mr. Kevin Brennan**, equitable owner of the property located at 907 Bethlehem Pike, Erdenheim, PA. 19038. The applicant seeks a dimensional variances from Section 114-34.A (5) of the Zoning Ordinance of Springfield Township. The applicant proposes to operate a professional office from the site that will have four off-street parking stalls instead of the required eight parking spaces. The proposed use is a three person technology consulting and staff augmentation company. The property is zoned within the B-1 Business District of Ward #1 of Springfield Township.

**Adjournment:**

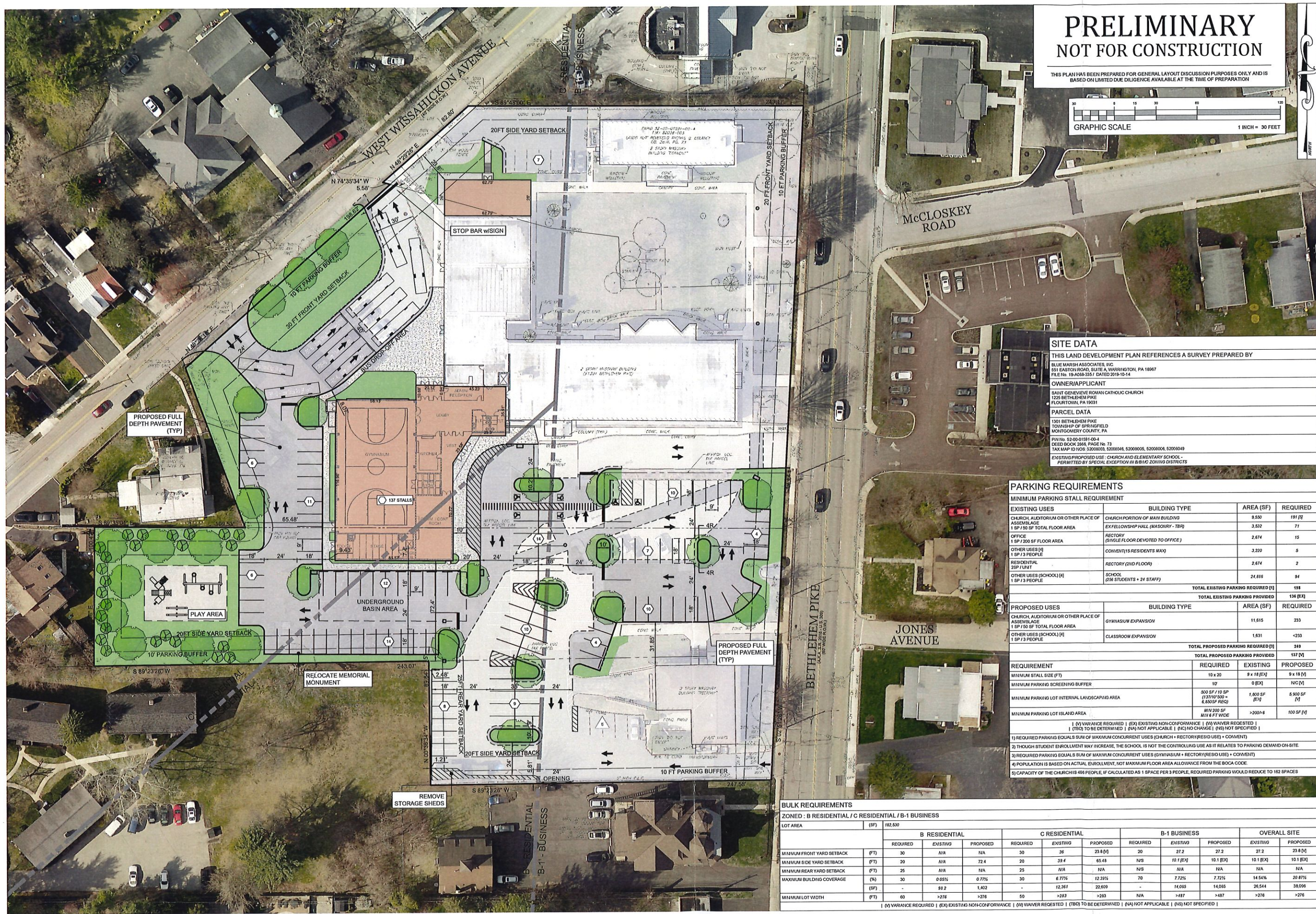
**Note:** The next meeting of the Zoning Hearing Board is scheduled for Tuesday, May 26, 2020, with a 7:00 P.M. start time.

**To join and participating in the Zoom Meeting:**

- VIA WEB BROWSER: Copy and paste this link into your web browser: <https://us04web.zoom.us/j/138684951>
- VIA ZOOM APP: if you have the Zoom App on your smartphone, tablet, or computer, open the program, click join a meeting, and enter the Meeting ID: **138-684-951**
- VIA CALL-IN (no video): Dial +1 646 558 8656 and enter the Meeting ID: **138-684-951**

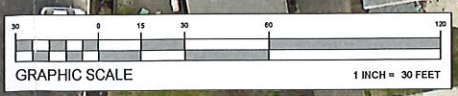
For the safety of the public, it is strongly recommended that members of the community participate in the meeting online or on the phone. The ability to use web conferences is the result of the State relaxing Sunshine Law standards during this time of crisis to permit municipalities to continue operating while protecting their elected officials, employees and the public.

ANY INDIVIDUAL WITH A DISABILITY WISHING TO ATTEND THE ABOVE SCHEDULED MEETING AND REQUIRING AN AUXILIARY AID, SERVICE OR OTHER ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS, PLEASE CONTACT THE OFFICE OF THE TOWNSHIP MANAGER AT 215-836-7600 AT LEAST ONE HOUR PRIOR TO THE MEETING.



# PRELIMINARY NOT FOR CONSTRUCTION

THIS PLAN HAS BEEN PREPARED FOR GENERAL LAYOUT DISCUSSION PURPOSES ONLY AND IS BASED ON LIMITED DUE DILIGENCE AVAILABLE AT THE TIME OF PREPARATION



**SITE DATA**  
THIS LAND DEVELOPMENT PLAN REFERENCES A SURVEY PREPARED BY  
BLUE MARSH ASSOCIATES, INC.  
951 EASTON ROAD, SUITE A WARRINGTON, PA 16967  
FILE NO. 18-0688-355 / DATED 2018-10-14

**OWNER/APPLICANT**  
SAINT GENEVIEVE ROMAN CATHOLIC CHURCH  
1225 BETHLEHEM PIKE  
FLOURTOWN, PA 19031

**PARCEL DATA**  
1301 BETHLEHEM PIKE  
TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY, PA  
PIN No. 52-00-01581-00-4  
DEED BOOK 2868 PAGE No. 73  
TAX MAP ID NO. 52000020, 52000024, 52000026, 52000028, 52000049

**EXISTING/PROPOSED USE: CHURCH AND ELEMENTARY SCHOOL - PERMITTED BY SPECIAL EXCEPTION IN B/B/C ZONING DISTRICTS**

**PARKING REQUIREMENTS**

MINIMUM PARKING STALL REQUIREMENT			
EXISTING USES	BUILDING TYPE	AREA (SF)	REQUIRED
CHURCH AUDITORIUM OR OTHER PLACE OF ASSEMBLY	CHURCH PORTION OF MAIN BUILDING	9,550	191 [E]
1 SP / 50 SF TOTAL FLOOR AREA	EX FELLOWSHIP HALL (MASONRY - TBR)	3,532	71
OFFICE	RECTORY (SINGLE FLOOR DEVOTED TO OFFICE)	2,674	15
OTHER USES [4]	CONVENT (15 RESIDENTS MAX)	3,220	5
RESIDENTIAL	RECTORY (2ND FLOOR)	2,674	2
2 SP / UNIT	SCHOOL (20 STUDENTS + 24 STAFF)	24,886	94
OTHER USES (SCHOOL) [4]			
1 SP / 3 PEOPLE			
		TOTAL EXISTING PARKING REQUIRED [1]	198
		TOTAL EXISTING PARKING PROVIDED	134 [E]
PROPOSED USES			
PROPOSED USES	BUILDING TYPE	AREA (SF)	REQUIRED
CHURCH AUDITORIUM OR OTHER PLACE OF ASSEMBLY	GYMNASIUM EXPANSION	11,615	233
1 SP / 50 SF TOTAL FLOOR AREA			
OTHER USES (SCHOOL) [4]	CLASSROOM EXPANSION	1,631	>233
1 SP / 3 PEOPLE			
		TOTAL PROPOSED PARKING REQUIRED [2]	249
		TOTAL PROPOSED PARKING PROVIDED	137 [M]
REQUIREMENT			
REQUIREMENT	REQUIRED	EXISTING	PROPOSED
MINIMUM STALL SIZE (FT)	10 x 20	9 x 18 [E]	9 x 18 [M]
MINIMUM PARKING SCREENING BUFFER	10'	0 [E]	N/C [M]
MINIMUM PARKING LOT INTERNAL LANDSCAPING AREA	500 SF / 10 SP (137/10/500 = 6.855 SF/REQ)	1,800 SF [E]	5,900 SF [M]
MINIMUM PARKING LOT ISLAND AREA	MIN 200 SF MIN 6 FT WIDE	>2000-6	100 SF [M]

[ (M) VARIANCE REQUIRED | (E) EXISTING NON-COMFORMANCE | (N) WAIVER REQUESTED | (TBD) TO BE DETERMINED | (N/A) NOT APPLICABLE | (N/C) NO CHANGE | (N/S) NOT SPECIFIED ]

1) REQUIRED PARKING EQUALS SUM OF MAXIMUM CONCURRENT USES (CHURCH + RECTORY (RES) USE) + CONVENT  
2) THOUGH STUDENT ENROLLMENT MAY INCREASE, THE SCHOOL IS NOT THE CONTROLLING USE AS IT RELATES TO PARKING DEMAND ON-SITE  
3) REQUIRED PARKING EQUALS SUM OF MAXIMUM CONCURRENT USES (GYMNASIUM + RECTORY (RES) USE) + CONVENT  
4) POPULATION IS BASED ON ACTUAL ENROLLMENT, NOT MAXIMUM FLOOR AREA ALLOWANCE FROM THE BOCA CODE  
5) CAPACITY OF THE CHURCH IS 466 PEOPLE, IF CALCULATED AS 1 SPACE PER 3 PEOPLE, REQUIRED PARKING WOULD REDUCE TO 162 SPACES

**BULK REQUIREMENTS**  
ZONED: B RESIDENTIAL / C RESIDENTIAL / B-1 BUSINESS

LOT AREA (SF)	B RESIDENTIAL			C RESIDENTIAL			B-1 BUSINESS			OVERALL SITE	
	REQUIRED	EXISTING	PROPOSED	REQUIRED	EXISTING	PROPOSED	REQUIRED	EXISTING	PROPOSED	EXISTING	PROPOSED
MINIMUM FRONT YARD SETBACK (FT)	30	N/A	N/A	30	36	29.8 [M]	20	27.2	27.2	27.2	29.8 [M]
MINIMUM SIDE YARD SETBACK (FT)	20	N/A	72.4	20	39.4	65.48	N/S	10.1 [E]	10.1 [E]	10.1 [E]	10.1 [E]
MINIMUM REAR YARD SETBACK (FT)	25	N/A	N/A	25	N/A	N/A	N/S	N/A	N/A	N/A	N/A
MAXIMUM BUILDING COVERAGE (%)	30	0.05%	0.77%	30	6.77%	12.33%	70	7.72%	7.72%	14.54%	20.87%
MINIMUM BUILDING WIDTH (FT)	-	59.2	1,402	-	12,361	22,609	-	14,083	14,083	26,544	38,096
MINIMUM LOT WIDTH (FT)	60	>76	>76	50	>83	>83	N/A	>87	>87	>76	>76

[ (M) VARIANCE REQUIRED | (E) EXISTING NON-COMFORMANCE | (N) WAIVER REQUESTED | (TBD) TO BE DETERMINED | (N/A) NOT APPLICABLE | (N/S) NOT SPECIFIED ]

PROJECT: ST. GENEVIEVE PARISH  
PROPOSED GYMNASIUM & SITE IMPROVEMENTS  
BETHLEHEM PIKE & WEST WISSAHICKON AVE  
SPRINGFIELD TOWNSHIP  
MONTGOMERY COUNTY, PA

CONCEPT PLAN 'A'

SCALE: (M) AS NOTED  
(E) AS NOTED

DATE: 2017.11.20

SHEET: CPT

REV. No: 4

LANDCORE Engineering Consultants, P.C.  
1901 Market Street  
Philadelphia, Pennsylvania 19103-4825  
PHONE 215-582-5210 | FAX 215-582-4848  
LANDCORECONSULTING.COM

D. ALEXANDER TWEEDEE  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 071872

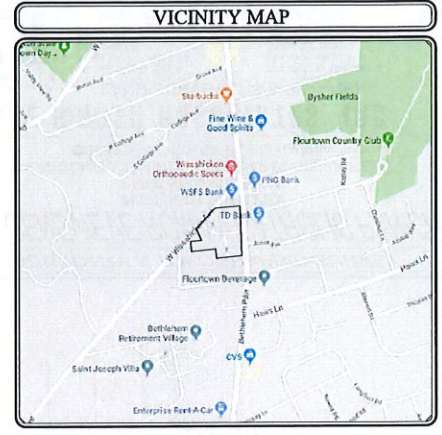
NOT FOR CONSTRUCTION

PROJECT NO: 17047  
DRAWN BY: NOT  
CHECKED BY: KRI/DAT  
DATE: 17047\_C04

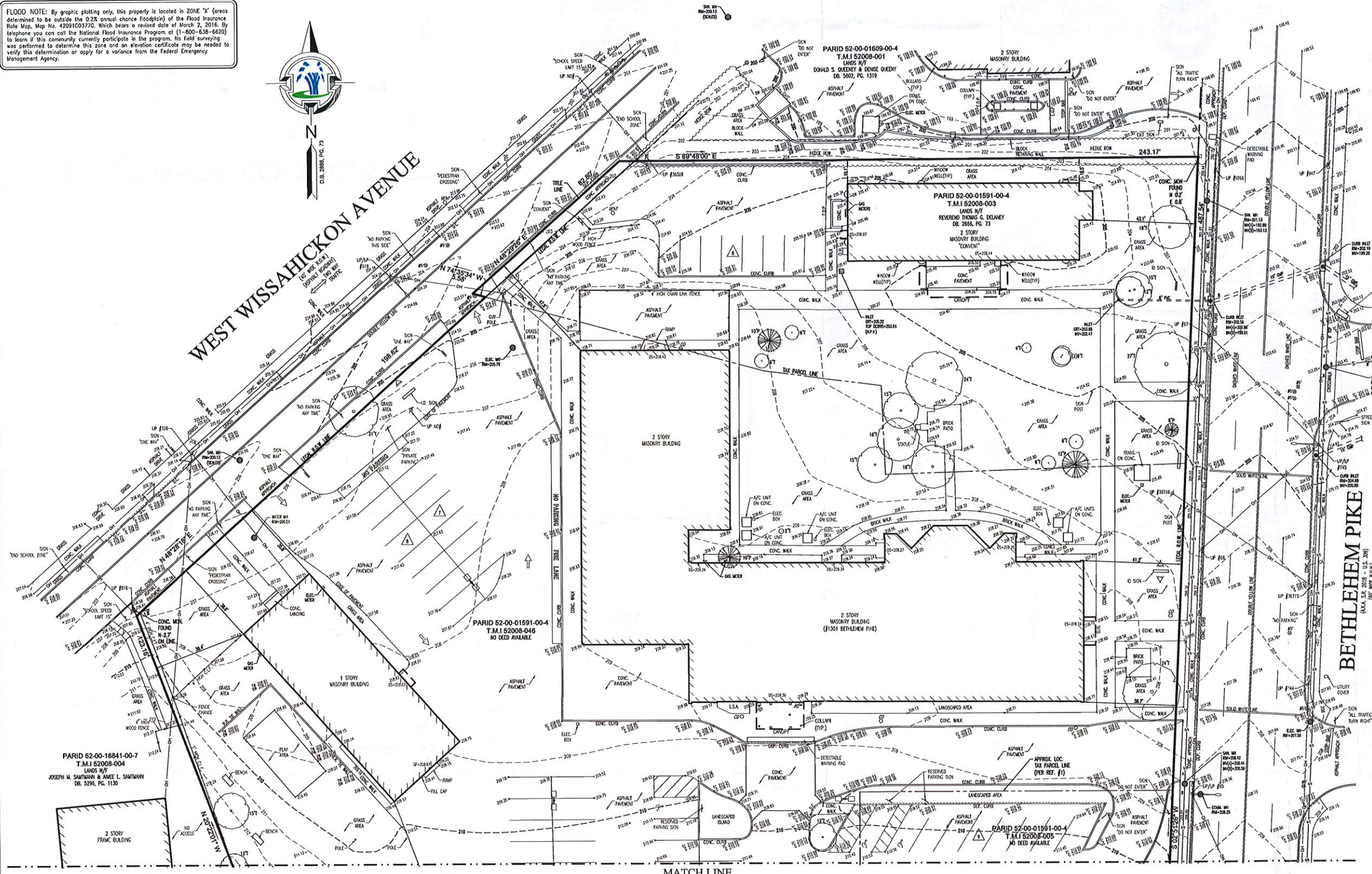
REV. DATE COMMENT

1. 2017.11.20 REV PER FIELD SURVEY  
2. 2018.11.11 REV PER BOARD MEETING  
3. 2018.12.24 REV PER PARKING CHART  
4. 2020.01.29 REV ZONING HEARING BOARD APPLICATION

**FLOOD NOTE:** By graphic plotting only, this property is located in ZONE 'X' (areas determined to be outside the 0.2% annual chance floodplain) of the Flood Insurance Rate Map, Map No. 42091C03770, which bears a revised date of March 2, 2016. By telephone you can call the National Flood Insurance Program at (1-800-638-6620) to learn if this community currently participates in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.



NOT TO SCALE



**McCloskey ROAD**  
(ASPHALT ROADWAY)  
TWO WAY TRAFFIC

**BETHLEHEM PIKE**  
(PA.A.S. 2018 - U.S. 30)  
(ASPHALT ROADWAY)  
TWO WAY TRAFFIC

**NOTES**

- PROPERTY KNOWN AS PARID 52-00-01591-00-4, T.M.I. NOS. 52008-003, 52008-005, 52008-006, 52008-046 & 52008-049 AS IDENTIFIED ON THE OFFICIAL TAX MAP OF MONTGOMERY COUNTY, TOWNSHIP OF SPRINGFIELD, COMMONWEALTH OF PENNSYLVANIA.
- AREA = 182,530 S.F. OR 4.190 AC.
- LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. ALL LOCATIONS AND SIZES ARE BASED ON UTILITY MARK OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE ASBUILT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE THE PREPARATION OF DESIGN PLANS AND/OR EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANY.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY BLUE MARSH ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT.
- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
- THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, WRITTEN OR IMPLIED.
- ELEVATIONS ARE BASED UPON (NAVD 83) DATUM ESTABLISHED ON-SITE UTILIZING GLOBAL POSITIONING SYSTEM DATA COLLECTION.
- ENCROACHMENTS AND VAULTS, IF ANY, BELOW SURFACE NOT SHOWN HEREON.

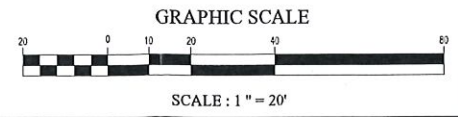
**REFERENCES**

- THE OFFICIAL TAX MAP OF MONTGOMERY COUNTY, TOWNSHIP OF SPRINGFIELD, COMMONWEALTH OF PENNSYLVANIA.
- MAP ENTITLED "FIRM, FLOOD INSURANCE RATE MAP, MONTGOMERY COUNTY, PENNSYLVANIA (ALL JURISDICTIONS)", PANEL 377 OF 451, MAP NUMBER 42091C03770, MAP REVISED: MARCH 2, 2016.
- MAP ENTITLED "CONCEPT PLAN A, ST. GENEVIEVE PARISH, PROPOSED CHURCH AND SITE IMPROVEMENTS, BETHLEHEM PIKE & WEST WISSAHICKON AVE., SPRINGFIELD TOWNSHIP, PENNSYLVANIA" PREPARED BY LANDCORE ENGINEERING CONSULTANTS, P.C., DATED NOVEMBER 20, 2017.
- MAP ENTITLED "SITE PLAN, BENEFICIAL SAVINGS BANKS, PROPOSED BENEFICIAL SAVINGS BANK, W. WISSAHICKON AVE. & 1311 BETHLEHEM PIKE, BLOCK 008, UNIT 001, PARCEL #22-00-01609-004, SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA" PREPARED BY BOHLER ENGINEERING, INC., DATED JUNE 6, 2005, LAST REVISED APRIL 19, 2008 AS REVISION NO. 6, SHEET 1 OF 12, FILED IN PLAN BOOK 27, PG. 353.
- MAP ENTITLED "PLAN OF PROPERTY MADE FOR STEEFER HARR III, FLOURTOWN, SPRINGFIELD TWP., MONTGOMERY COUNTY, PENNA" PREPARED BY CHARLES E. SHOKEMAKER, DATED NOVEMBER 13, 1963 AND FILED IN PLAN BOOK A007, PG. 111.
- MAP ENTITLED "SUBDIVISION PLAN OF PROPERTY OF ANNA KIRK, SPRINGFIELD TWP., MONTGOMERY CO., PA" DATED DECEMBER 15, 1959 AND FILED IN PLAN BOOK 5, PG. 102.

**LEGEND OF SYMBOLS & ABBREVIATIONS**

---	CONTOUR (MAJOR/MINOR)	---	CHAIN LINK FENCE	●	BOLLARD
1110	SPOT ELEVATION	---	WOOD FENCE	○	SON
1110.0	TOP OF CURB ELEVATION	---	EDGE OF WOODS	→	PAINTED ARROWS
1110.00	OUTER ELEVATION	---	OVERHEAD WIRES	△	PARKING COUNT
1110.000	TOP OF WALL ELEVATION	---	APPROXIMATE LOCATION OF UNDERGROUND SANITARY SEWER LINE	○	HANDCAP
1110.0000	BOTTOM OF WALL ELEVATION	---	APPROXIMATE LOCATION OF UNDERGROUND STORM SEWER LINE	○	AREA LIGHT
1110.00000	DOOR SILL ELEVATION	---	TREE W/TRUNK DIAMETER	○	MISLE
1110.000000	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE	---		○	INLET
○	PROPERTY CORNER EVIDENCE	---		○	CLEAN OUT
○	EDGE OF PAVEMENT	---		○	CLEAN OUT
---	CHAIN LINK FENCE	---		○	GAS METER
		---		○	ELECTRIC METER
		---		○	HYDRANT
		---		○	WATER VALVE
		---		○	GAS VALVE
		---		○	UTILITY POLE
		---		○	UTILITY POLE WITH LIGHT

**CALL BEFORE YOU DIG!**  
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE - STOP CALL  
P.A.I.  
1-800-243-3774  
TICKET #2019282118



**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THAT THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS. THAT THE PROPERTY LINES AND RELATIONSHIP OF BUILDINGS AND OTHER STRUCTURES TO THE PROPERTY LINES AND THE LAND INDICATED HEREON IS CORRECT, AND THAT THERE ARE NO ENCROACHMENTS OF BUILDINGS OR STRUCTURES ONTO SAID LAND.

THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.

JOSEPH J. WRIGHT  
PENNSYLVANIA LICENSED LAND SURVEYOR #31-37823-E

DATE:	10-14-2019
SCALE:	1" = 20'
FIELD BK. NO.:	19-09
PROJECT NO.:	19-A088-335
DRAWN BY:	S.N.W.
REVIEWED BY:	T.D.M./J.J.W.
REV-1:	
REV-2:	
REV-3:	
REV-4:	
REV-5:	

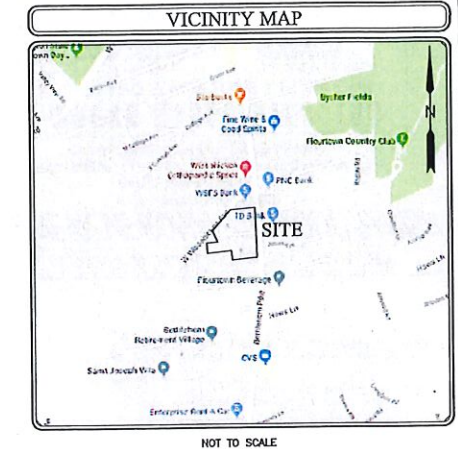
**BOUNDARY & TOPOGRAPHIC SURVEY**

**ST. GENEVIEVE ROMAN CATHOLIC PARISH**  
#1301 BETHLEHEM PIKE  
PARID 52-00-01591-00-4  
MONTGOMERY COUNTY, TOWNSHIP OF SPRINGFIELD  
COMMONWEALTH OF PENNSYLVANIA

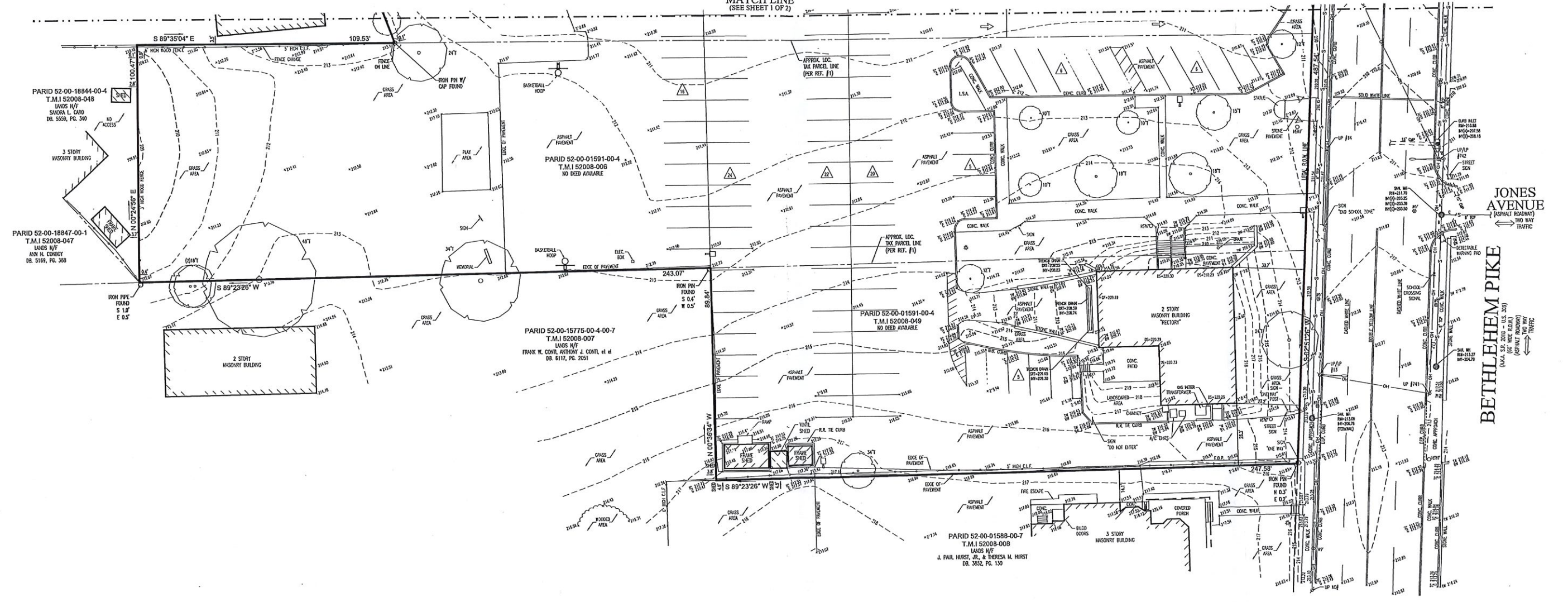
**BLUE MARSH ASSOCIATES, INC**  
LAND SURVEYORS & PLANNERS  
551 EASTON ROAD, SUITE A  
WARRINGTON, PA 18976-2370  
215-262-4933 (MAIN)  
215-262-4918 (FAX)  
1541 ROUTE 37 EAST, SUITE B  
TOWNSHIP, PA 02753  
215-262-2644 (MAIN)  
215-262-4918 (FAX)  
www.BlueMarshAssociates.com

SHEET: 1 OF 2

**FLOOD NOTE:** By graphic plotting only, this property is located in ZONE 'X' (areas determined to be outside the 0.2% annual chance floodplain) of the Flood Insurance Rate Map, Map No. 42291C03770, which bears a revised date of March 2, 2016. By telephone you can call the National Flood Insurance Program at (1-800-638-6620) to learn if this community currently participates in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.



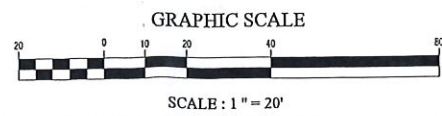
MATCH LINE  
(SEE SHEET 1 OF 2)



**LEGEND OF SYMBOLS & ABBREVIATIONS**

- |  |  |                              |
|--|--|------------------------------|
| --- 211 ---<br>CONTOUR (MAJOR/MINOR)   | --- 211 ---<br>CHAIN LINK FENCE  | ●<br>BOLLARD                 |
| * 211.00<br>SPOT ELEVATION   | --- 211 ---<br>WOOD FENCE  | ▲<br>SIGN                    |
| * 211.50<br>TOP OF CURB ELEVATION  | --- 211 ---<br>EDGE OF WOODS   | →<br>PAINTED ARROWS          |
| * 212.00<br>OUTLET ELEVATION   | --- 211 ---<br>OVERHEAD WIRES  | ○<br>PARKING COAT            |
| * 14 212.50<br>TOP OF WALL ELEVATION   | --- 211 ---<br>APPROXIMATE LOCATION OF UNDERGROUND SANITARY SEWER LINE | ♿<br>HANDICAP                |
| * 10 213.00<br>BOTTOM OF WALL ELEVATION                                      | --- 211 ---<br>APPROXIMATE LOCATION OF UNDERGROUND STORM SEWER LINE    | □<br>AREA LIGHT              |
| * 10 213.50<br>DOOR SILL ELEVATION   | --- 211 ---<br>TREE W/TRUNK DIAMETER                                   | ○<br>MANHOLE                 |
| --- 211 ---<br>OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE |  | □<br>INLET                   |
| ○<br>PROPERTY CORNER EVIDENCE  |  | □<br>CLEAN OUT               |
| E.O.P.<br>EDGE OF PAVEMENT   |  | □<br>CLEAN OUT               |
| C.L.F.<br>CHAIN LINK FENCE   |  | □<br>GAS METER               |
|  |  | □<br>ELECTRIC METER          |
|  |  | □<br>HYDRANT                 |
|  |  | □<br>WATER VALVE             |
|  |  | □<br>GAS VALVE               |
|  |  | □<br>UTILITY POLE            |
|  |  | □<br>UTILITY POLE WITH LIGHT |

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PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND TO WORKING DAYS IN DESIGN STAGE - STOP CALL  
PAI  
1-800-243-1178  
TICKET #20192682118



**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THAT THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS, THAT THE PROPERTY LINES AND RELATIONSHIP OF BUILDINGS AND OTHER STRUCTURES TO THE PROPERTY LINES AND THE LAND INDICATED HEREON IS CORRECT, AND THAT THERE ARE NO ENCROACHMENTS OF BUILDINGS OR STRUCTURES ONTO SAID LAND.  
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DATE: 10-14-2019  
SCALE: 1" = 20'  
FIELD BK. NO: 19-09  
PROJECT NO: 19-AD88-335  
DRAWN BY: S.N.W.  
REVIEWED BY: T.D.M./J.J.W.  
REV-1:  
REV-2:  
REV-3:  
REV-4:  
REV-5:

DATE: 10-14-2019

JOSEPH J. WRIGHT  
PENNSYLVANIA LICENSED LAND SURVEYOR 037-37828-E

**BOUNDARY & TOPOGRAPHIC SURVEY**  
**ST. GENEVIEVE ROMAN CATHOLIC PARISH**  
#1301 BETHLEHEM PIKE  
PARID 52-00-01591-00-4  
MONTGOMERY COUNTY, TOWNSHIP OF SPRINGFIELD  
COMMONWEALTH OF PENNSYLVANIA

**BLUE MARSH ASSOCIATES, INC**  
LAND SURVEYORS & PLANNERS  
551 EASTON ROAD, SUITE A  
MUSKOGEE, PA 16876-2310  
215-278-4053 (MOB)  
215-345-0214 (OFF)

1541 ROUTE 37 EAST, SUITE B  
1045 RIVER, NJ 08753  
732-953-3441 (MOB)  
732-953-8915 (OFF)

www.BlueMarshAssociates.com

SHEET: 2 OF 2

Springfield Township  
Montgomery County  
Received  
  
JAN 31 2020  
  
Community Development  
Department

TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY  
1510 PAPER MILL ROAD  
WYNDMOOR, PA 19038

NO. \_\_\_\_\_

DATE: 1/31/20

**PETITION**

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We St. Genevieve Church & School  
(Name of Applicant)

Of (Address) 1225 Bethlehem Pike, Flourtown, PA 19031

(Telephone No.) 215-836-2828

do hereby make application before the Springfield Township Zoning Hearing Board to request:

       An **appeal** from the decision of the Zoning/Building Official.

  X   A **special exception** as provided for in Article \_\_\_\_\_, Section \_\_\_\_\_,  
Subsection \_\_\_\_\_, of the Springfield Township Zoning Code.

  X   A **variance** from the requirements set forth in Article \_\_\_\_\_, Section \_\_\_\_\_,  
Subsection \_\_\_\_\_, of the Springfield Township Zoning Code.

  X   Other (please specify) Petitioner seeks Variance and Special Exception Relief as detailed  
in Section A of Attachment 1

**The property concerned is located at** 1237 Bethlehem Pike, Flourtown, PA 19031

**Petitioner's Interest in the property is** Fee Simple Record Owner

**Present use of property** Church and Elementary School

\_\_\_\_\_

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

See explanation provided in Section B of Attachment 1.

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**APPLICANT NOTE:** Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

check # 12103  
\$1,200.00 MAP  
Case # 20-05

*Reward Kern Muller*  
Applicant's Signature

*Reward Kern Muller*  
Owner's Signature

**Do not write in this space.**

Petition granted.

Petition refused.

The following special conditions are imposed.

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By Order of the Zoning Hearing Board

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**BEFORE THE SPRINGFIELD TOWNSHIP ZONING HEARING BOARD  
MONTGOMERY COUNTY, PENNSYLVANIA**

**IN RE: APPLICATION OF ST. GENEVIEVE SCHOOL**

Property: 1237 Bethlehem Pike  
Flourtown, Pennsylvania 19031

Tax Parcel No.: 52-00-01591-00-4

Zoning Classification: B Residential; C Residential; B-1 Business

**A. Petitioner hereby requests the following relief:**

ZONING ORDINANCE SECTION

VARIANCE

**114-74.A(1)**

To permit a 23.8 foot front yard setback in a C Zoning District where a 30 foot setback is otherwise required.

**114-134.A(8) and (14)**

To allow a reduction in parking stalls required. Operationally, the Church parking demand currently controls, and will continue to control, parking requirements for the Property. Petitioner is not seeking a reduction in existing parking stalls at the Property. Petitioner merely seeks to continue to be permitted to operate with its current parking stall count. The proposed improvements will not have a negative impact on the Church parking needs and the existing parking stall count will be maintained.

**114-134.C**

To permit a reduction in required parking stall size (10 feet x 20 feet) to match existing parking stall size (9 feet x 18 feet).

**114-123.F(1)**

To allow a parking lot perimeter screening buffer with a width less than 10 feet.

**[Attachment 1 Continued on Next Page]**



**114-134.F(2)**

To permit a reduction in the internal landscaping requirements from the required 6,800 square feet to the proposed 5,900 square feet. It is important to note that Petitioner's current internal landscaping area is 1,800 square feet. As such, Petitioner will be increasing its internal landscaping by 4,100 square feet.

**114-134.F(2)**

To allow a reduction in the minimum size of landscape island area from the required 200 square feet to the proposed 100 square feet.

SPECIAL EXCEPTION

To permit a Special Exception for an expansion of the existing use of the Property (Church and Elementary School) as this Use references back to the previous AA Zoning District and thus is permitted in all three of the Property's current zoning classifications.

**B. Petitioner's Compliance with Zoning Ordinance Section 114-165**

The relief requested by Petitioner meets the requirements of Springfield Township Zoning Ordinance Section 114-165.A in that:

- (1) The relief request is consistent with the Comprehensive Plan of Springfield Township;
- (2) The proposed relief is consistent with the character and development of the area surrounding the Property;
- (3) The proposed relief is suitable with respect to traffic and parking considerations;
- (4) Petitioner's access points to adjacent roads will remain the same;
- (5) The proposed relief is reasonable with respect to its access to public services and utilities;
- (6) The use of the adjacent properties has been adequately safeguarded;
- (7) The proposed relief is not detrimental to the safety and/or welfare of the Township;

**[Attachment 1 Continued on Next Page]**

- (8) Unique circumstances regarding the irregularity of the shape of the Property have caused unnecessary hardship due to which the Property could not otherwise be further developed in strict conformity with the current Zoning Ordinance necessitating the requested relief;
- (9) Petitioner has not created the above-referenced hardship; and
- (10) The requested relief represents the least possible modification of the regulations in issue.

**[END OF ATTACHMENT 1]**

**RECORDER OF DEEDS**  
**MONTGOMERY COUNTY PENNSYLVANIA**  
*Jeanne Sorg*

One Montgomery Plaza  
Swede and Alry 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



73

# This Indenture

Made the 28<sup>th</sup> day of March in the year of our Lord one thousand nine hundred and FIFTY EIGHT Between WILLIAM J. GOSS and ERITH, his wife, Flourtown, Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania

(hereinafter called the Grantors), of the one part, and REVEREND THOMAS G. DELANEY, as Pastor of ST. GENEVIEVE ROMAN CATHOLIC PARISH, Flourtown, Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania, and not in his private or individual capacity, acting herein with the authorization of His Excellency, Most Reverend John F. O'Hara, C.S.C., Archbishop of Philadelphia (hereinafter called the Grantor), of the other part;

**Witnesseth**, That the said Grantors for and in consideration of the sum of THIRTY-TWO THOUSAND (\$32,000) dollars lawful money of the United States of America, unto them well and truly paid by the said Grantor 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 Grantor, his successors and Assigns, solely in his capacity as Pastor of ST. GENEVIEVE ROMAN CATHOLIC PARISH, Flourtown, Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania, and not in his private or individual capacity.

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, situate in the Township of Springfield, County of Montgomery State of Pennsylvania, and described according to a survey and plan thereof made by George B. Nobis, Registered Professional Engineer of Glenside, Pennsylvania dated October 26, 1940, as follows to wit:

BEGINNING at a point in the Westerly side of Bethlehem Pike (60 feet wide) at the distance of 233.50 feet measured Southwardly from the intersection which the Westerly side of Bethlehem Pike produced makes with the original center line of Wissahickon Avenue (30 feet wide but since widened 10 feet on the Northwesterly side to its present width of 40 feet); thence along the said side of Bethlehem Pike South 2 degrees 51 minutes 26 seconds West 126.55 feet to a point; thence South 88 degrees 34 minutes 26 seconds West passing over a stone near the Westerly side of Bethlehem Pike 126.33 feet to a stone; thence North 2 degrees 15 minutes 34 seconds West 37.31 feet to a stone; thence North 82 degrees 23 minutes 34 seconds West 49.62 feet to a stone; thence North 74 degrees 35 minutes 34 seconds West passing over a stone near the Southeasterly side of Wissahickon Avenue 126.37 feet to a point in the Southeasterly side of the aforementioned Wissahickon Avenue (40 feet wide); thence along the said side of Wissahickon Avenue North 48 degrees 29 minutes 26 seconds East 82.60 feet to a point; thence South 89 degrees 48 minutes East passing over a stone near the Southeasterly side of Wissahickon Avenue and passing over a stone near the Westerly side of Bethlehem Pike 243.18 feet to the place of beginning.

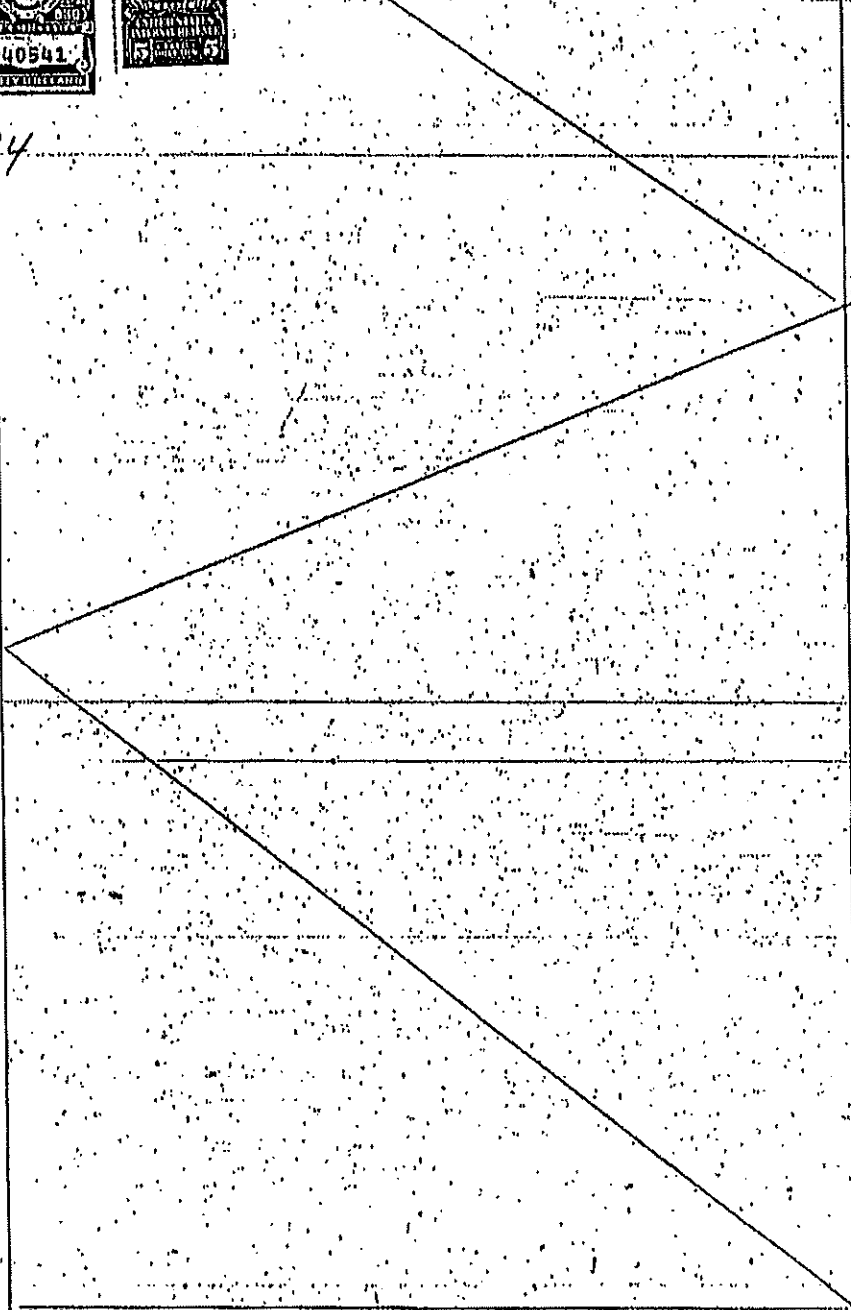
BEING the same premises which Gusaid B. Goss, widow by Indenture bearing date the 17th day of September A. D. 1957 and recorded in the Office for the Recording of Deeds in Montgomery County in Deed Book 2822 page 398 (wherein the distance along the second course (South 88 degrees 34 minutes 26 seconds West) of 126.33 feet was erroneously omitted) granted and conveyed unto William J. Goss and Erith, his wife, in fee.



74



74



Together with all and singular — the buildings, — improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever therunto 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 lot or piece of ground above described with the buildings, improvements, thereon erected

hereditaments and premises hereby granted, or mentioned and intended as to be, with the appurtenances, unto the said Grantor, his successors — and Assigns, to and for the only proper use and behoof of the said Grantee, Reverend Thomas G. Delaney, as Pastor ~~and Vicar~~ aforesaid, and not in his private or individual capacity, and his successors as such Pastor, forever, subject to his control and disposition as aforesaid, and limited by the canons and ecclesiastical law of the Roman Catholic Church.

VALUE OF PREMISES AS DEFINED BY  
ORDINANCES AND TAX  
PAID ON SUCH VALUE.  
COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

By *Vernice Behre*

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 successors — and Assigns, that they, the said Grantors, their

Heirs, all and singular, the hereditaments and premises herein described and granted; or mentioned and intended as to be, with the appurtenances, unto the said Grantee, his successors — and Assigns, against — them — the said Grantors, their

Heirs, and against all and every other Person and Persons whatsoever 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 said parties — of the first part to these presents hereunto set their hands and seals, Dated the day and year first above written.

Signed, Sealed and Delivered  
IN THE PRESENCE OF  
*Alma Faber*  
*Edw. G. ...*

The State stamps affixed represents full consideration including fees and encumbrances.  
*William J. Goss*  
WILLIAM J. GOSS  
*Edith Goss*  
EDITH GOSS  
THREE STAMPS

76

RECITE: On the day of the date of the above Indenture of the above-named Grantor, the full consideration therein mentioned

WITNESS AT SIGNING:  
*William J. Goss*  
*Edith Goss*

*William J. Goss*  
WILLIAM J. GOSS  
*Edith Goss*  
EDITH GOSS

ON THE 28th day of March Anno Domini 19 58, before me, the undersigned, a Notary Public residing in the County of Montgomery, personally appeared the above-named WILLIAM J. GOSS and EDITH, his wife

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

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

*Wm. M. Gandy*  
Notary Public  
Springfield Twp. Monte. Co.  
My Commission Expires 1-23-62

The residence of the within-named Grantor is: 7 West Wissahickon Avenue, Flourtown, Pa.  
On behalf of said Grantor

APR 2 2 1958  
1958

COMMERCEWALTH LIFE  
TITLE INSURANCE COMPANY  
**Head**  
P. O. Box 100  
Flourtown, Pa.

WILLIAM J. GOSS, and EDITH, his wife  
Flourtown, Pa.

GRANTEES  
to 1142

REVEREND THOMAS G. DELANEY as Pastor of St. Genesieve's Roman Catholic Parish, Flourtown, Pa. and not in his private or individual capacity, acting with the authorization of his Excellency, The Most Reverend John F. O'Hara C.S.C. Archbishop of Philadelphia, Pa.

GRANTEE

Box 310  
Twp. & Lehigh Co. 11 N. 12th St. Philadelphia

TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY, PENNA.  
REGISTERED

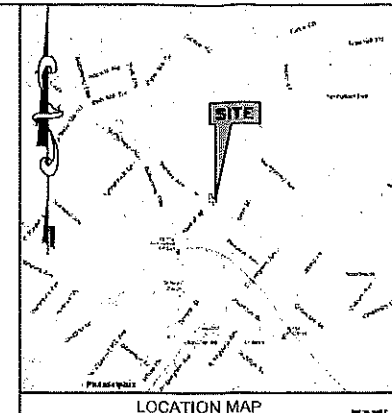
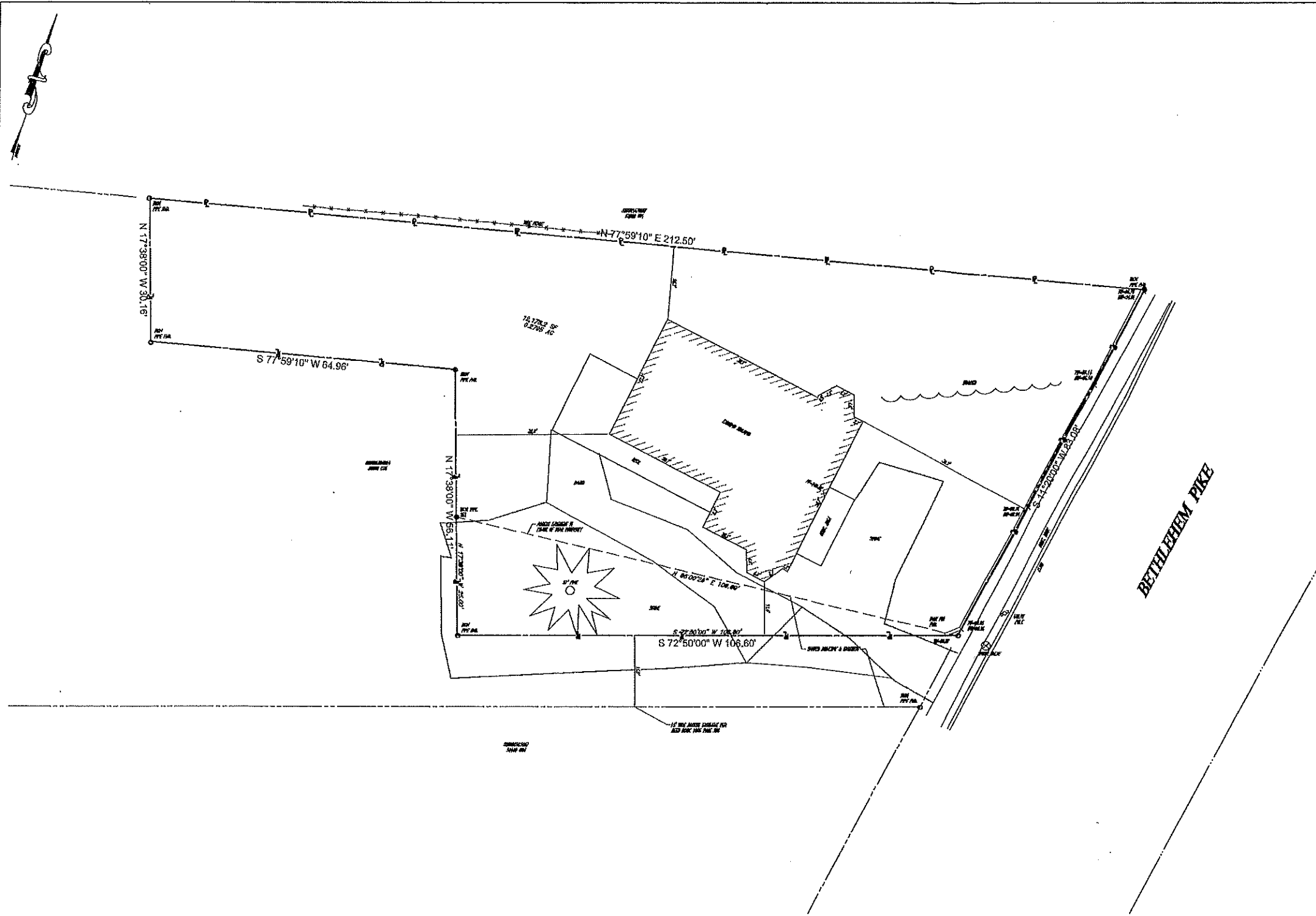
DATE  
DAVID W. BARSAJDE  
Township Engineer

PER  
2357

RECORDED in the Office for Recording of Deeds in and for Montgomery County  
in Deed Book No. 2866 page 73 &c.

WITNESS my hand and seal of Office this 2nd  
day of April Anno Domini 19 58

Recorder *William J. Baker*



NO.	DATE	REVISION

PROJ. DATE 01-14-20		PROJECT 01-18-20
PLANNING 01-18-20		PROJ. NAME SURVEY
DESIGNED BY JAN	DATE 1-18-20	SCALE 1"=10'

**JOHNSON SURVEYING & CONSTRUCTION SERVICES, INC.**  
45 N. 2ND STREET, APT. 205  
EASTON, PA. 18042  
610-260-0858  
LICENSED IN NY, N.J. & PA.

**SURVEY PLAN**

607 BETHLEHEM PIKE  
DOORHILL, PA. 18038  
SPRINGFIELD TOWNSHIP  
MONTGOMERY COUNTY  
COMMONWEALTH OF PENNSYLVANIA

6 BY 10  
**01**





TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY  
1510 PAPER MILL ROAD  
WYNDMOOR, PA 19038

NO. 20-06

DATE:  
02/18/20

PETITION

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Kevin Brennan  
(Name of Applicant)

Of (Address) 510 Orlando Ave., Oreland, PA 19075

(Telephone No.) 267-303-8260

do hereby make application before the Springfield Township Zoning Hearing Board to request:

\_\_\_\_\_ An **appeal** from the decision of the Zoning/Building Official.

A **special exception** as provided for in Article 14, Section 134, Subsection A.  
(5), of the Springfield Township Zoning Code.

\_\_\_\_\_ A **variance** from the requirements set forth in Article \_\_\_\_\_, Section \_\_\_\_\_,  
Subsection \_\_\_\_\_, of the Springfield Township Zoning Code.

\_\_\_\_\_ Other (please specify) \_\_\_\_\_

The property concerned is located at 907 Bethlehem Pike, Erdenheim, PA 19038

Petitioner's Interest in the property is **Under Agreement for Sale – Settlement Date of  
February 27, 2020**

Present use of property - **presently vacant, most recently used as a Boarding House by  
the current owner, Institute for the Achievement of Human Potential**

Check # 3245  
\$1,200.00

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

Please see attached

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**APPLICANT NOTE:** Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Applicant's Signature

\_\_\_\_\_  
Owner's Signature

**Do not write in this space.**

Petition granted.

Petition refused.

The following special conditions are imposed.

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By Order of the Zoning Hearing Board

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## Special Exception Petition for 907 Bethlehem Pike, Erdenheim, PA 19038

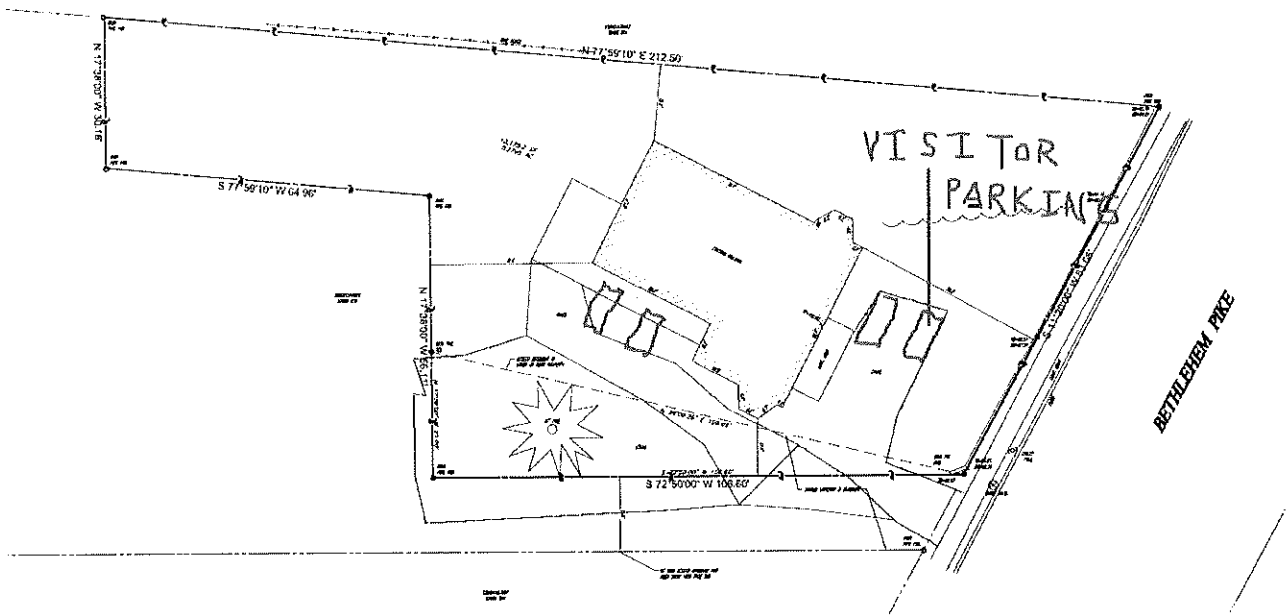
I am under agreement to purchase 907 Bethlehem Pike, Erdenheim PA 19038, and will be settling on the property on Thursday, February 27, 2020. I am purchasing the property from the Institute for the Achievement of Human Potential, a non-profit organization, which has owned the building since 1989, and had previously operated the property as a Boarding Home. I am seeking a Special Exception to Zoning Ordinance 114-34 (specific ordinance below) which requires properties being utilized as an office to have one parking space for every 200 square feet. The usable office space for 907 Bethlehem Pike is ~1500 sq feet (1<sup>st</sup> and 2<sup>nd</sup> floor).

[Amended 4-12-2017 by Ord. No. 290]

- (4) Restaurant. One parking space for each 50 square feet of total floor area.
- (5) Office. One parking space for each 200 square feet of total floor area.
- (6) Shopping center. Five and one-half parking spaces for each 1,000 square feet of total leasable area.
- (7) Hotel, motel, rooming house or tourist home. One parking space for each rental unit, plus one parking space per employee on the largest shift.

I am purchasing the property to utilize as an office for my company, SoluStaff. We currently rent office space at 926 Bethlehem Pike, Erdenheim (across the street from 907 Bethlehem Pike), of which we occupy the second floor of the property, owned by Marathon Mortgage. We utilize the property for our administrative staff and currently have three (3) people that work out of this office: one part-time contracts administrator, one business development professional, and myself. SoluStaff is an Information Technology Consulting and Staff Augmentation company; we provide IT staffing and recruiting services to our customers, primarily in the northeastern United States; in essence, we recruit IT Professionals for placement at our customers' locations and facilities. We have additional office locations in Center City Philadelphia (1100 Ludlow Street) and Leesburg, VA.

I am seeking relief from the zoning ordinance 114-134 (Off-Street parking and loading provisions) A (5) which requires offices to have one parking space for each 200 square feet of total floor area. We are requesting that the Township consider our use of the property, as-is, with four (4) parking spots, as our requirement is for 3 parking spots (and one additional visitor parking spot). This request requires no change from the property's previous use as a boarding house, operated by the Institute for Achievement of Human Potential, which required parking for up to 6 vehicles, 7 days per week. A professional survey plan of the property was performed on January 19, 2020 by Johson Surveying and Construction Services (survey included in petition submission). The location of the proposed parking spots (in red) have been inserted into the schematic survey plan below:



Applicants Compliance with Statutory Guidelines of 114-165 (in Red)

## § 114-165. Special exceptions and variances.

[Amended 4-8-1981 by Ord. No. 702]

A.

In any instance where the Zoning Hearing Board is required to consider a request for variance or special exception, the Zoning Hearing Board must determine that the following standards and criteria are met before granting the request:

(1)

The size, scope, extent and character of the special exception or variance requested is consistent with the Comprehensive Plan of the Township and promotes the harmonious and orderly development of the zoning district involved.

Our request for a Special Exception is consistent with the Comprehensive Plan of the Township and promotes the harmonious and orderly development of the zoning district involved. In fact, shortly after settlement on this property, I will be making significant investments in the property, which is currently vacant, is in a state of disrepair, and was recently broken into. Investments will include replacement of all windows, shutters, installation of air conditioning, removal of a deck, installation of siding, and a complete re-refresh of the interior (floors, walls, etc.) Upon completion of the restoration, the building, built in 1890, will be consistent with the other businesses of the Flourtown / Erdenheim business corridor.

(2)

The proposed change or modification is consistent with the character and type of development in the area surrounding the location for which the request is made and will not substantially impair, alter or detract from the use of surrounding property of the character of the neighborhood in light of the zoning classification of the area affected; the effect on other properties in the area; the number, extent and scope of nonconforming uses in the area; and the presence or the absence in the neighborhood of conditions or uses which are the same or similar in character to the condition or use for which the applicant seeks approval.

The Special Exception requested by the petitioner will not impair, alter or detract from the use of the surrounding property.

(3)

The proposed use is suitable with respect to traffic and highways in the area and provides for adequate access and off-street parking arrangements in order to protect major streets and highways from undue congestion and hazards.

The Special Exception requested is suitable with respect to traffic and highways in the area, and provides adequate off-street parking for our use.

(4)

Major street and highway frontage will be developed so as to limit the total number of access points and encourage the access to buildings on roads other than major streets or highways.

The Special Exception requires no change to access points.

(5)

The proposed change is reasonable in terms of the logical, efficient and economical extension of public services and facilities, such as public water, sewers, police, fire protection and public schools, and assures adequate arrangements for sanitation in specific instances.

The Special Exception is reasonable in terms of all of the above mentioned areas.

(6)

Conditions are being imposed on the grant of the request necessary to ensure that the general purpose and intent of this Zoning Ordinance is complied with and that the use of the property adjacent to the area included in the proposed change or modification is adequately safeguarded with respect to harmonious design of buildings, aesthetics, plantings and their maintenance as a sight or sound screen, landscaping, hours of operation, lighting, numbers of persons involved, allied activities, ventilation, noise, sanitation, safety, smoke and fume control and the minimizing of noxious, offensive or hazardous elements.

The Special Exception requested poses no detriment to the surrounding property; the deck attached to the southwest and west corner of the property will be removed to make more room for parking.

(7)

The proposed change is not detrimental to the safety, health, morals and general welfare of the Township.

The Special Exception poses no detriment to the above-mentioned areas.

B.

In addition, to approve a proposed variance, the Board must also find, where relevant, in a given case:

(1)

That there are unique circumstances or conditions, including, without limitation, irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other conditions peculiar to the particular property; and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning Ordinance in the neighborhood or district in which the property is located.

There are unique hardships / limitations, with the two most significant being: an easement on the property that affords the adjacent property (905 Bethlehem Pike) access to the property, and the slope / grading of the property on the north and west side of the property.

(2)

That because of such circumstances or conditions, there is little or no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

Due to the lot size and grading / sloping hardships imposed by the property, we are requesting this Special Exception to allow reasonable use of the property.

(3)

That such unnecessary hardship has not been created by the appellant.

The hardships of the property have not been created by appellant.

(4)

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

The Special Exception requested will allow for reasonable use of the property.

C.

No use of a lot or building shall be permitted except:

(1)

A use which is expressly authorized by the provisions of this chapter applicable to the district in which said lot or building is located, or by the provisions of § 114-138 of this chapter.

The property is located in the B1 Business District.

(2)

A use which is expressly stated in this chapter to be one that the Zoning Hearing Board may allow as a special exception in the district in which the lot or building is located.

The use of an Office is an acceptable use of a property located in the B1 Business District.

D.

Unless otherwise specified by the Zoning Hearing Board, a special exception or variance shall expire if the applicant fails to obtain a building permit thereunder within 12 months from the date of authorization thereof.

[Amended 5-10-1995 by Ord. No. 806]



**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

AGENT'S FILE NUMBER  
**AAF9709**

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

AARON ABSTRACT COMPANY  
526 TOWNSHIP LINE ROAD  
SUITE 200  
BLUE BELL, PA 19422

By:   
Authorized Countersignature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN  
LAND TITLE  
ASSOCIATION





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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AMERICAN  
LAND TITLE  
ASSOCIATION



(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

COMMITMENT NUMBER

**AAF9709**

**Transaction Identification Data for reference only:**

Issuing Agent: AARON ABSTRACT COMPANY  
ALTA® Universal ID:  
Commitment No:  
Property Address: 907 Bethlehem Pike, Glenside, PA 19038  
Revision No.:

Issuing Office: 526 TOWNSHIP LINE ROAD, SUITE 200,  
BLUE BELL, PA 19422

Loan ID No:  
Issuing Office File No: AAF9709

### SCHEDULE A

1. Commitment Date: **December 24, 2019**

2. Policy to be issued:

- (a)  ALTA® Owner's Policy of Title Insurance (6-17-06)
- ALTA Homeowner's Policy (Rev. 12-2-13) (EAGLE)
- Other

Proposed Insured: **Kevin Brennan**

Proposed Policy Amount: **\$275,000.00**

- (b)  ALTA® Loan Policy of Title Insurance (6-17-06)
- ALTA® Expanded Coverage Residential Loan – Current Assessments (4-2-15) (EAGLE)
- ALTA® Short Form Residential Loan – Current Violations (4-2-15)
- ALTA® Short Form Expanded Coverage Residential Loan – Current Assessments (4-2-15) (EAGLE)

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

**Institute for the Achievement of Human Potential, A PA Non-Profit Corp.**

**Deed from Eugene F. Pettinelli, dated January 4, 1990, and recorded January 10, 1990, in the office of Office of the Recorder of Deeds for the County of Montgomery, in Book 4935, at Page 964.**

### FIRST AMERICAN TITLE INSURANCE COMPANY

AARON ABSTRACT COMPANY


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

Authorized Signatory

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A (Cont.)</b>	COMMITMENT NUMBER <b>AAF9709</b>

Commitment No.: **AAF9709**

5. The Land is described as follows:

*For informational purposes only:*

**907 Bethlehem Pike, Glenside, PA 19038**


**Springfield Township**

County of Montgomery **Exhibit A attached hereto and made a part hereof**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	COMMITMENT NUMBER <b>AAF9709</b>

Commitment No.: **AAF9709**

**SCHEDULE B, PART I**

**Requirements**


All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Deed from Institute for the Achievement of Human Potential, A PA Non-Profit Corp. to Kevin Brennan conveying the subject property set forth under Schedule A.**
5. Original photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
9. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
PARCEL IDENTIFICATION NUMBER: 52-00-01567-00-1  
ASSESSMENT: 177,050.00
10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.
11. **REAL ESTATE TAXES**

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	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	COMMITMENT NUMBER <b>AAF9709</b>

Commitment No.: **AAF9709**

- a. Tax Receipts for the last three years to be produced and filed with the Company.
- b. Current Assessment: **\$177,050.00**
- c. UPI #: **52-00-01567-00-1**
- d. Taxes for the current year **2020**:

TYPE OF TAX	YEARLY AMOUNT	DUE DATE
County/Township	<u>To Follow</u>	<u>4/30/2020</u>
School	<u>To Follow</u>	<u>8/31/2020</u>

**MORTGAGES**

(None)

**JUDGMENTS:**

(None)

**MECHANIC'S AND MUNICIPAL CLAIMS:**

(None)

**ADDITIONAL REQUIREMENTS:**

1. Proof to be provided that grantor holding record title has not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report. In the event such divorce proceedings have occurred, same to be examined and possible additional requirements to be added.
2. Prior to settlement, search of statewide support lien system to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with Social Security Numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
3. Proof that the grantees in the last deed of record are one and the same persons as the proposed Mortgagors and/or Grantors and they have not been divorced.

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**Schedule BI & BII (Cont.)**

COMMITMENT NUMBER

**AAF9709**


Commitment No.: **AAF9709**

4. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
5. Articles of Incorporation of Institute for the Achievement of Human Potential as required by the Non-Profit Corporation Law to be produced and file with Company.
6. Copy of By-Laws and any amendments for Institute for the Achievement of Human Potential to be produced and filed with Company.
7. Proof that the present Deed is being made by Institute for the Achievement of Human Potential in accordance with the rules and regulations of any governing body, in any, consent of such body to be filed with Company.
8. Certified copy of Resolution of Institute for the Achievement of Human Potential authorizing the execution and delivery of the present Deed in accordance with its Articles and By-Laws and Section 5757 of the Non-Profit Corporation Law to be produce and filed with Company.

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<b>Schedule BI &amp; BII</b>	COMMITMENT NUMBER <b>AAF9709</b>

Commitment No.: **AAF9709**

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:


1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Possible tax increase based on additional assessments.
7. Accuracy of area content not insured.
8. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein
9. Subject to the Provision of the Acts of Assembly authorizing the Pennsylvania Department of Transportation to extend boundaries of State Road.
10. Rights granted to Inland Traction Company as set forth in Misc. Deed Book 46 page 495.
11. Subject to Declaration of Easement as in Deed Book 4263 page 208.
12. Subject to Reservation to a 15 feet wide right of way as set forth in Deed Book 1855 page 586 and possible expense.
13. Subject to building location lines, notes, conditions, easements etc. as shown on Plan recorded in Plan Book B-10 page 124.

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<b>Schedule BI &amp; BII (Cont.)</b>	COMMITMENT NUMBER <b>AAF9709</b>

Commitment No.: AAF9709

**AARON ABSTRACT COMPANY WILL NOT ACCEPT OTHER TITLE COMPANY CHECKS. PLEASE CONTACT OUR OFFICE, IN ADVANCE OF CLOSING TO MAKE ALTERNATE ARRANGEMENTS.**

**IF THE SELLER REQUIRES THEIR PROCEEDS TO BE WIRED, THE FUNDS WILL GO OUT THE NEXT BUSINESS MORNING. ALL FUNDS NEED TO CLEAR OUR ACCOUNT TO BE AVAILABLE FOR WIRING.**


**SHOULD A POWER OF ATTORNEY BE INVOLVED IN THIS TRANSACTION, PLEASE BE CERTAIN TO NOTIFY OUR OFFICE IMMEDIATELY AND FORWARD A COPY OF THE DOCUMENT. UNDER NO CIRCUMSTANCES WILL THIS DOCUMENT BE ACCEPTED AT SETTLEMENT WITHOUT PRIOR APPROVAL AS TO THE REASON FOR IT'S USE AND ACCEPTANCE OF IT'S FORMAT.**

Your title insurance fee covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of Aaron Abstract Company.

If your closing takes place at a location or time of your choosing, or that of your lender or realtor, the title insurance agent may impose an additional charge for this special service. You may determine the amount of this additional charge by calling 215-283-4800.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	COMMITMENT NUMBER <b>AAF9709</b>

Commitment No.. **AAF9709**

The Land referred to herein below is situated in the **County of Montgomery, Commonwealth of Pennsylvania**, and is described as follows:

**ALL THAT CERTAIN** lot or piece of ground with the buildings and improvements thereon erected situate in Springfield Township, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a survey and plan of subdivision of property of Helen Thompson Moench being Lot #1 on said plan made by Haggerty and Hagen, Inc., Civil Engineers of Abington, PA. dated July 20, 1965 and recorded in the Office for the Recording of Deeds in and for the County of Montgomery at Norristown, PA in Plan Book B-10 page 124 on October 15, 1965 being Lot #1 on said plan.

**BEGINNING** at a point on the Westerly side of Bethlehem Pike (60 feet wide) at a distance of 980.80 feet measured partly along the Westerly side of Bethlehem Pike South 11 degrees 20 minutes West from the intersection of the same Bethlehem Pike with the Southerly side of Rose Lane (40 feet wide) extended; thence South 11 degrees 20 minutes West 83.08 feet to a point on the Westerly side of Bethlehem Pike; thence South 72 degrees 50 minutes West 106.60 feet to point; thence partly along Lot #2 North 17 degrees 38 minutes West 56.11 feet to a point; thence along Lot #2 South 77 degrees 59 minutes 10 seconds West 64.69 feet to a point; thence still along the same Lot #2 North 17 degrees 38 minutes West 30.16 feet to a point in line of land of the Convent of the Sisters of St. Joseph; thence along the same land of the Sisters of St. Joseph North 77 degrees 59 minutes 10 seconds East 212.50 feet to a point on the Westerly side of the aforesaid Bethlehem Pike and place of beginning.

**TOGETHER** with the uninterrupted right, liberty and privilege to use a certain 15 wide strip of land on premises adjoining to the South for ingress and egress as fully set forth in Deed Book 1855 page 586.

**Parcel # 52-00-01567-00-1**

**BEING** the same premises which Eugene F. Pettinelli, by Deed dated January 4, 1990, and recorded January 10, 1990, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Book 4935, Page 964, granted and conveyed unto institute for the Achievement of Human Potential, A PA Non-Profit Corp., in fee.


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in the middle of said turnpike Road this Release is made upon the condition that in case the said Railway Etc should cease to be operated over and upon the said Public Road then the same so far as said Railway is concerned shall revert to the said Elizabeth H. Guther her heirs and assigns as of their first and former estate.

Witness my hand and seal this 2<sup>nd</sup> day of April A.D. 1900

Witnessed

Adolph Guther }  
W. B. Rhoads }


Elizabeth H. Guther 

State of Pennsylvania }  
County of Montgomery }

On this twenty second day of May A.D. 1900 before me a Justice of the Peace and for

said County personally appeared the within named Elizabeth Guther and acknowledged the within Release to be her act and deed and desired the same might be recorded as such

Witness my hand and seal the day and year above said

John W. Redrick   
Justice of the Peace

Recorded June 8 - 1900

Release  
Charles Fitzwater  
vs  
et al  
vs  
Inland Traction Co

Know all Men by these Presents that We Charles Fitzwater Sr and Emily W Fitzwater of the townships of Springfield in the County of Montgomery and State of Pennsylvania being the owners of a tract or piece of land fronting on the west side of the Public Turnpike Road leading from Chestnut Hill to Spring-

house town as the Chestnut Hill and Springhouse Turnpike Road which tract or piece of land is situate in the township of Springfield in the said County of Montgomery and State of Pennsylvania hereby consent that The Inland Traction Company a corporation incorporated under the laws of the State of Pennsylvania its successors and assigns shall construct operate and maintain a Railway through and over said Public Turnpike Road in front of said lands with the poles and wires necessary for the operation of said Railway and the transmission of Electricity And We do hereby promise Release Quit claim and Forever discharge the said The Inland Traction Company its successors and assigns of and from all suits claims demands and damages whatsoever for or by reason of their entry upon and taking and occupying the said Public Turnpike Road and the location and construction thereon of said Railway and works connected therewith which we may or might have by reason of ownership of the land over which said Public Turnpike Road is laid out and opened Provided the tracks be laid in the middle of said turnpike Road This Release is made upon the condition that in case the said Railway Etc should cease to be operated over and upon the said Public Turnpike Road then the same so far as said Railway Etc is concerned shall revert to the said

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Charles Fitzwater Sr and Emily V. Fitzwater or their heirs and assigns of their first and former Estate

Witness our hands and seals this 25th day of April A.D. 1900

Witness

Wm B. Rhoads }  
Chas Fitzwater Jr }

Charles Fitzwater Sr }  
Emily V. Fitzwater }

State of Pennsylvania }  
County of Montgomery }

On this twenty second day of May A.D. 1900

for said County personally appeared the within named Charles Fitzwater and Emily Fitzwater and acknowledged the within Release to be their act and deed and desired the same might be recorded as such

Witness my hand and seal the day and year aforesaid

John M. Hebricke }  
Justice of the Peace }

Recorded June 8-1900

Release  
Michael Flaherty

to  
Inland Traction Co

Know all men by these Presents that I Michael Flaherty of the township of Springfield in the County of Montgomery and State of Pennsylvania being the owner of a tract or piece of land fronting on the East side of the Public Road leading from Chestnut Hill to Spring House known as the Chestnut Hill and Spring House Turnpike Road which

tract or piece of land is situate in the township of Springfield in the said County of Montgomery and State of Pennsylvania hereby consent the Inland Traction Company a corporation incorporated under the laws of the State of Pennsylvania its successors and assigns shall construct operate and maintain a Railway through and over said Public Road in front of said lands with the poles and wires necessary for the operation of said Railway and the transmission of Electricity And I do hereby Release Quit claim and Forbear Discharge the said Inland Traction Company its successors and assigns of and from all suits claims demands and damages whatsoever for or by reason of their entry upon and taking and occupying the said Public Road and the location and construction thereof of said Railway and works connected therewith which I may or might have by reason of ownership of the land over which said Public Road is laid out and opened This Release is made upon the condition that in case the said Railway Etc should cease to be operated over and upon the said Public Road then the same so far as said Railway Etc is concerned shall revert to the said Michael Flaherty his heirs and assigns as of their first and former Estate

Witness my hand and seal this 25th day of April A.D. 1900

Witness  
John G. Shannon }  
W. B. Rhoads }

Michael Flaherty }

DEC--6-77 00277 DEEDS \* 321 --- A

10.50

000324

Dec 6 1 34 PM '77

DECLARATION OF EASEMENT

THIS AGREEMENT made this 30th day of November, A.D., 1977, by and between BERENICE MOENCH FRY and KENNETH O. FRY, her husband, hereinafter called Grantor, and ERNEST THOMPSON MOENCH and MINNETTE ELIZABETH BROWN MOENCH, his wife, hereinafter called Grantee.

WITNESSETH:

WHEREAS, BERENICE MOENCH FRY, is owner of a certain land and premises located in the Township of Springfield, County of Montgomery, State of Pennsylvania, title to which became vested in her by Deed from HELEN THOMPSON MOENCH, widow, dated July 3, 1967, and recorded in the office for the Recorder of Deeds of Montgomery County on July 17, 1967, in Deed Book No. 3476, page 1093 &c.; and

WHEREAS, ERNEST THOMPSON MOENCH and MINNETTE ELIZABETH BROWN MOENCH, his wife, are owners of certain lands and premises located in the Township of Springfield, County of Montgomery, State of Pennsylvania, title to which became vested in them by Deed dated July 21, 1947, from HELEN THOMPSON MOENCH and recorded in the office for the Recorder of Deeds of Montgomery County on August 27, 1947, in Deed Book No. 1855, page 586 &c.; and by Deed dated November 10, 1965, from HELEN THOMPSON MOENCH, recorded in the Office for the Recorder of Deeds of Montgomery County on November 12, 1965, in Deed Book 3405, page 111 &c.; and

WHEREAS, the lands described in the above deeds consist of two tracts or parcels of land, the legal descriptions of which, are contained in the above-mentioned deeds, which descriptions are incorporated herein by reference; and

REALTY TRANS. TAX PAID	
STATE	
LOCAL	
PER	<i>W. J. B.</i>

BOOK 4263 PG 208

WHEREAS, it is the desire of BERENICE MOENCH FRY and her husband, KENNETH O. FRY, to create and declare a certain easement over the above described land.

NOW, THEREFORE, the undersigned, BERENICE MOENCH FRY and KENNETH O. FRY, her husband, Grantor, for and in consideration of the sum of One (\$1.00) Dollar lawful money of the United States of America, receipt of which is hereby acknowledged, and intending to be legally bound, do hereby create, grant and declare the following easement and right of way, being:

ALL THAT CERTAIN tract of land SITUATE in the Township of Springfield, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made July 20, 1965 by Haggerty and Hagan, Inc., Engineers and Surveyors, and revised September 27, 1977 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the southwesterly side of Bethlehem Pike (60' wide), said point being at the distance of one-thousand sixty-three and eighty-eight one-hundredths feet (1063.88'), measured southwardly over various courses from the point of intersection which the southwesterly side of Bethlehem Pike (produced) makes with the southerly side of Rose Lane (40' wide) (produced); THENCE, extending from the place of beginning, South seventy-two degrees fifty minutes zero seconds West (S 72° 50' 00" W), one-hundred six and sixty one-hundredths feet (106.60') to a point; THENCE, North seventeen degrees thirty-eight minutes zero seconds West (N 17° 38' 00" W), twenty-five and no one-hundredths feet (25.00') to a point; THENCE, North eighty-six degrees zero minutes twenty-six seconds East (N 86° 00' 26" E), one-hundred nine and sixty-nine one-hundredths

feet (109.69') to a point on the aforementioned southwesterly side of Bethlehem Pike, the first mentioned point and place of beginning.

BEING a triangular easement for access through premises of Grantors known as 907 Bethlehem Pike to Grantees above-described lands, which easement and right-of-way shall run in perpetuity with the land, subject to the terms, covenants and conditions stated in this Declaration of Easement.

a. The easement and right-of-way shall be for the following purposes:

1. To permit ingress, egress and regress for persons, animals, motor vehicles, equipment, material and supplies to and from Bethlehem Pike and Grantee's above-described land.

b. The creation of the aforementioned easement and right-of-way shall not be deemed to constitute an agreement to improve, alter, repair and maintain said right-of-way nor constitute a charge or lien for the costs thereof against any of the lands described in the above-mentioned deeds. All costs of maintenance and repair of the easement and right-of-way shall be borne by the Grantors, their heirs, successors and assigns forever.

c. No barrier, fences, curbs or other obstruction to the free and unhampered use of said easement and right-of-way shall hereinafter be permitted nor shall any automobiles, trucks, motor vehicles or other personal property nor any building or other structure shall hereinafter be permitted to be parked, stored, constructed or permitted upon any part of said easement or right-of-way which shall interfere with the free and uninterrupted use of said easement or right-of-way.

d. The rights and privileges herein created shall extend not only to the record owners of the lands described in the aforementioned deed but also in favor of their heirs and

assigns, successors in interest, and mortgagees, any tenants to whom they may grant rights and privileges under this easement and right-of-way and any other persons or entities to whom any of the foregoing may grant rights and privileges under this easement and right-of-way, such rights and privileges may be granted either in writing or by tacit consent.

e. The use of the easement and right-of-way herein shall be in common with all persons and entities having lawful use thereof.

f. This easement and right-of-way may be terminated and forever extinguished or altered, modified or limited by a writing in form sufficient to be recorded, executed by the then record owners of the lands described in the aforementioned deeds and also executed by all mortgagees then holding mortgages of record but such documents need not be joined in or consented to by any tenants or other person or entity claiming rights in this easement or right-of-way, whose rights shall be extinguished, modified, altered or limited upon the recording of such writing.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 30 day of November, A.D., 1977.

*Berenice M. Fry* (SEAL)  
BERENICE MOENCH FRY

*Kenneth O. Fry* (SEAL)  
KENNETH O. FRY

BOOK 4263 PG 211



COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF MONTGOMERY :

On this, the *2nd* day of *Dec.*, A.D., 1977, before me, a Notary Public, the undersigned officer, personally appeared BERENICE MOENCH FRY and KENNETH O. FRY, known to me (or satisfactory proven) to be the persons who have subscribed to the within Declaration of Easement, and acknowledged that they executed the same for the purposes therein contained.

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

*Elizabeth K. May*  
NOTARY PUBLIC  
ELIZABETH K. MAY  
Notary Public, Ambler Baro, Montgo Co.  
My Commission Expires February 25, 1978

<p>JOHN F. GALLAGHER          THERESA M. HANNEY          ATTORNEYS-AT-LAW          12 EAST BUTLER AVENUE          P. O. BOX 119          ARLING, PA. 19008</p>	<p>DEPARTMENT OF REVENUE</p>
--	------------------------------

Montgomery County, Pa.  
 Recorded in the Office for Recording of Deeds & C  
 in and for the County of ... Date ...  
 No. ...  
 Witness my hand and seal of office this ...  
 day of ...

*[Signature]*  
 Recorder

Doc 4263 213

1/6/2020

PARID: 520001567001  
INSTITUTE FOR THE ACHIEVEMENT

Map



520001571008  
52009 115

345.51'

348.50'

215.5'

85'

54836144

520001570007  
52009 001

520001567001  
52009 003

136'

520001554064  
52005 405

64.96'

16.10'

109 ±

102'

200'

30.15'

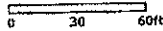
300'

299.55'

520001561007  
52009 004

15'

53.32'



566

NOTICE TO THE PUBLIC  
THIS DOCUMENT IS  
NOT TO BE REPRODUCED  
OR TRANSMITTED IN  
ANY FORM OR BY ANY  
MEANS, ELECTRONIC OR  
MECHANICAL, INCLUDING  
PHOTOCOPYING, RECORDING,  
OR BY ANY INFORMATION  
RETRIEVAL SYSTEM.

# This Indenture

Made the 2<sup>nd</sup> day of July, in the year  
Nineteen hundred and forty-seven (1947)

**Between** HELEN THOMPSON KOENIG, of the Township of Springfield,  
County of Montgomery and State of Pennsylvania, Widow, party of the  
first part,

- A N D -

ERNEST THOMPSON KOENIG of the Township of Springfield, County of Mont-  
gomery, State of Pennsylvania, and MINISTTE-ELIZABETH BROOK-KOENIG, his  
wife, parties, Witness both that the said party of the first part, for and in  
consideration of the sum of ONE (\$1.00) DOLLAR

lawful money of the United States of America, unto her  
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,  
had 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 party of the second part their  
by the entireties, heirs and assigns forever, as tenants

ALL THAT CERTAIN lot or piece of ground with the improvements thereon  
erected, situate in the Township of Springfield, County of Montgomery  
and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the westerly side of Chestnut Hill and Spring-  
house Turnpike Road now called Bethlehem Pike; thence by land of George  
Yeakle, South seventy-two degrees fifty minutes West three hundred feet  
to a stone in line of land of Samuel V. Rex; thence by said land of  
Samuel V. Rex, North seventeen degrees ten minutes West sixty feet more  
or less to a point; thence parallel to the first course north seventy-  
two degrees fifty minutes east two hundred feet more or less to a point  
and thence parallel to the second course southeastwardly forty-five feet  
to a point approximately fifteen feet west of land now or late of George  
Yeakle aforesaid; thence north seventy-two degrees fifty minutes East  
parallel to the first course one hundred two feet more or less to the  
westerly side of Bethlehem Pike aforesaid, and along the said side  
thereof southeastwardly fifteen feet more or less to the point and place  
of beginning.

EXCEPTING AND RESERVING unto the grantor herein, for her heirs and  
assigns, owners or occupiers of other lands of grantor immediately ad-  
jacent hereto, the uninterrupted right, liberty and privilege at all  
times hereafter of using all or any part of a strip of land of a width  
of fifteen feet herein conveyed to grantee or grantees herein, extend-  
ing southwestwardly from the Chestnut Hill and Springhouse turnpike to  
the dwelling on the premises herein conveyed, as a means of ingress and

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grants to the dwelling of grantor herein; the maintenance of said driveway to be at the expense of grantees herein, or his heirs and assigns.

BEING part of the same premises which Nathanael B. Groton, Executor under the Will of Margaret B. Fitzwater, deceased, by Indenture dated November 17, 1939, and recorded in the Recorder of Deeds' Office at Norristown, Pennsylvania, in Deed Book No. 1311, page 282, granted and conveyed unto the said Helen Thompson Moech, in fee.

60

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586

Together with all and singular the buildings 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 part 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 lot or piece of ground with the improvements thereon erected,

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 the entireties.

And

the said party of the first part, for herself, her heirs, executors and administrators, doos by these presents covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that she the said party of the first part, her 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 her the said party of the first part, and her 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

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

Signed, Sealed and Delivered In the Presence of

Anna M. Smith

X Helen Thompson Gibson

Three circular notary seals are visible, partially overlapping the signature area.

I hereby certify that the consideration for the within conveyance is less than One Hundred Dollars (\$100.00)

Alexander Knight

589  
Commonwealth of Pennsylvania

County of MONTGOMERY

On this, the 21<sup>st</sup> day of July 1947, before me a Notary Public residing at the notary's office personally appeared HELEN THOMPSON KOEHL widow

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

MY COMMISSION EXPIRES  
Jan 2, 1949

Anne M. Lane  
Notary Public



I hereby certify, that the precise address of the grantee herein is  
907 Bethlehem Pike, Erdenheim, Pennsylvania.

Rich W. James

AUG 27 1947  
25  
20  
15  
10  
5  
2.00

PAID

HELEN THOMPSON KOEHL  
Widow

TO

ERNEST THOMPSON KOEHL  
SARALETHA M. ELIZABETH  
BROWN THOMPSON, his wife,  
1024

Dated, July 21<sup>st</sup> 1947.

PREMISES:  
Township of Springfield  
Montgomery County  
Pennsylvania

TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY, PENN.  
REGISTERED -  
DATE Aug 27 1947  
DAVID W. VALENTIG  
Notary Public

THOMAS A. FOULKE  
EDWARD FOULKE  
ALEXANDER KNIGHT  
JANUARY 2, 1949  
JANUARY 2, 1949

M

Commonwealth of Pennsylvania

County of Montgomery

Recorded on this 27<sup>th</sup> day of August A.D. 1947.

in the Recorder's Office of said County  
in Desk Book Vol. 1855 Page 566

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

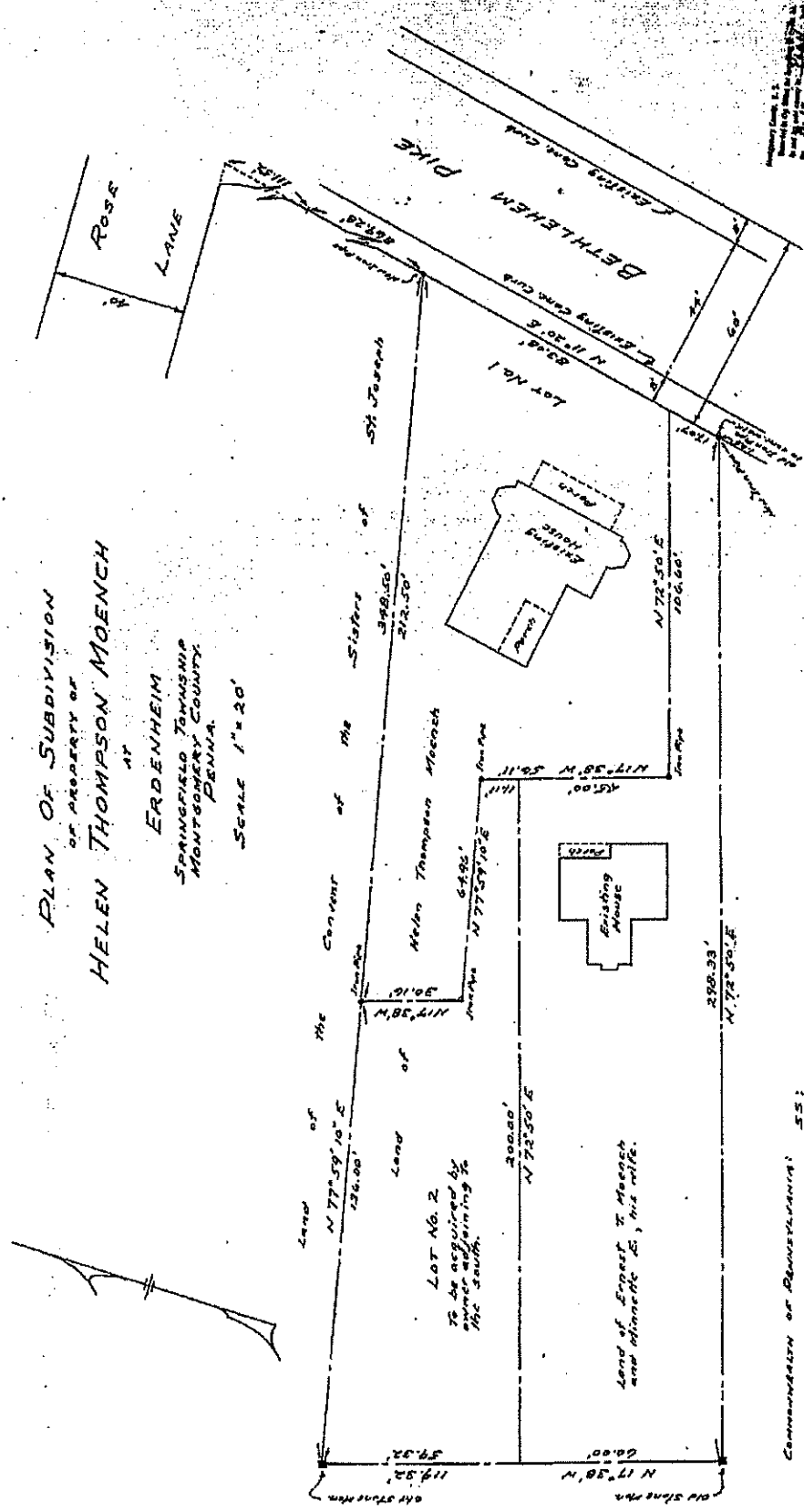
John E. Marshall Recorder  
For Dep.

*Hand*

PLAN OF SUBDIVISION  
OF PROPERTY OF  
**HELEN THOMPSON MOENCH**

AT  
**ERDENHEIM**  
SPRINGFIELD TOWNSHIP  
MONTGOMERY COUNTY  
PENNA.

SCALE 1" = 20'

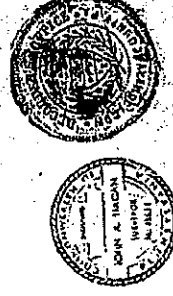


Commission of Pennsylvania: 53;  
County of Montgomery:

On the 28th day of July, A.D. 1965, before me, a Notary Public of the Commonwealth of Pennsylvania, residing in Spring Township, Montgomery County, Pennsylvania, known to me to be the person whose name is subscribed to the foregoing plan, and acknowledging that she is the owner of the described land, that all necessary approvals of the plan has been obtained and is endorsed thereon, and that she desires that the foregoing plan may be duly recorded.

*[Signature]*  
Notary Public  
My commission expires 1-1-68  
by Commission Expires Jan. 1, 1968

Approved by the Board of Township Commissioners of the Township of Springfield, this 11th day of August, 1965.  
*[Signature]*  
President  
Towship Engineer



John A. Hogan  
Notary Public  
John A. Hogan  
Engineer and Surveyor  
Old York Rd. & Horse Ave., Abington, Pa.

Helen M. Moench  
Helen Thompson Moench  
July 29, 1965  
0-25712







