



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

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*President*

Baird M. Standish  
*Vice President*

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*Solicitor*

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*Treasurer / Tax Collector*

Timothy P. Woodrow, PE  
*Engineer*

## Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

**Monday, March 27, 2023 at 7:00 p.m.** at which time a public meeting will commence on the following application:

**Case #23-04:** This is the application of **The Sisters of Saint Joseph**, owners of property located at 120 West Wissahickon Avenue, Flourtown, PA 19031, known as Parcel #5200-0157-3004 and Parcel #5200-0157-0007. The applicant seeks a variance from Section 114-134. A. (14), Section 114-134.B and Section 114-134.F. (1) of the Springfield Township Zoning Ordinance. The applicant has requested approval to construct the proposed additions to the campus without adding the required additional parking stalls or installing additional landscaping within the existing parking lots. The additions are proposed to improve the existing facilities on the campus and will not increase student enrollment. The property is zoned within the Institutional District of Ward #1 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township  
Zoning Hearing Board  
Mark A. Penecale  
Director of Planning & Zoning

THERE IS A 30 DAYS PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30 DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

Springfield Township  
Montgomery County  
Received  
  
FEB 2 REC'D  
  
Community Development  
Department

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

NO. 23-04

DATE: 2/2/2023

PETITION

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We The Convent of the Sisters of Saint Joseph, Chestnut Hill  
(Name of Applicant)

Of (Address) 9701 Germantown Ave.; Mount Saint Joseph Academy; Phila., PA 19118

(Telephone No.) 215-233-3177

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 \_\_\_\_\_, Section \_\_\_\_\_, Subsection \_\_\_\_\_, of the Springfield Township Zoning Code.
- A variance from the requirements set forth in Article XIII, Section 114-134.A.(14) & B. Subsection \_\_\_\_\_, of the Springfield Township Zoning Code.
- Other (please specify) Section 114-134.F(1)

The property concerned is located at 120 West Wissahickon Avenue; near Stenton Avenue and Bethlehem Pike

Petitioner's Interest in the property is Owner

Present use of property Mount Saint Joseph Academy; a college preparatory school for women in grades 9 through 12.

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 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.

check # 115619  
\$1200.00

*Karen C. Dietrich*  
Applicant's Signature  
*Karen C. Dietrich*  
Owner's Signature

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**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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**TOWNSHIP OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE  
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

**Application Procedures**

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (8) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

## Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

The Convent of the Sisters of St. Joseph, Chestnut Hill

Printed Name of Applicant

Mount Saint Joseph Academy, Tenant

*Bernadette A. Kearney, Attorney for*  
Applicant's Signature and Date  
*Mount Saint Joseph Academy*  
*1-31-23*

## **Zoning Attachment**

### **Property**

The following parcels comprise Mount Saint Joseph Academy which parcels are owned by The Convent of the Sisters of Saint Joseph, Chestnut Hill, a Pennsylvania non-profit corporation:

### **Parcels:**

52-00-01573-00-4: 120 W. Wissahickon Avenue

52-00-01570-00-7: Bethlehem Pike

(together the parcels are referred to as the "Property").

Mount Saint Joseph Academy is the tenant at the Property pursuant to a lease, a copy of which is attached hereto.

### **Explanation of Proposed Use**

Mount Saint Joseph Academy, a Pennsylvania non-profit corporation, (the "Mount") operates a college preparatory school for girls in grades 9 through 12, and is proposing to update and upgrade its facilities. Attached is a Metcalfe letter providing an addition and renovation project summary along with plans showing the existing and proposed Main/Upper Level and Lower Level.

The Mount does not intend to increase enrollment, rather the proposed additions are to update and upgrade existing facilities.

### **Zoning Relief Requested**

Since the Mount intends to add additional square footage to the existing building, the Applicant is requesting dimensional variance relief pursuant to Sections 114-134.(14) and 114-134.B. to reduce the required parking from 1770 parking spaces to 357 parking spaces.

The Ordinance states as follows:

#### **§ 114-134. Off-street parking and loading provisions.**

A. Off-street parking shall be provided for the following uses with each parking space accessible from a street and located on the lot on which such use is situated.

(14) Other uses. For uses other than those mentioned above, one parking space for each three persons of the design capacity based on the table of maximum floor area allowance per occupant in the latest edition of the Building Officials and Code Administrators Code.

B. If any change in a building or use thereof shall occur that would increase the number of units, employees, seating capacity or floor area, an increase in off-street parking spaces in compliance with the regulations set forth in § 114-134A will be required. When a building or premise is occupied or used for two or more uses, the

total number of spaces required shall be the sum of the spaces required for each use.

Pursuant to the 2018 IBC, the building occupant load for the existing and new construction on the Property is 5,309 occupants. The parking requirement for an occupant load of 5,309 occupants is 1770 (5,309 divided by 3 = 1770).

The existing building occupancy using the 2018 IBC is 4,293 occupants. The parking requirement for an occupant load of 4,293 occupants is 1431 (4239 divided by 3 = 1431).

The current parking on the Property is 317 parking spaces and the proposed parking is 357 spaces.

The occupant load of the building according to the 2018 IBC yields a number significantly higher than what the Mount would need for occupants in the building at any given time. Student enrollment hovers between 450-500 and staff/faculty hovers around 50. On a typical day, conservatively assuming 100% attendance, there are approximately 550 people on site. This typical occupant load would require fewer than 200 parking spaces per the Zoning Codes requirement of (1) space provided per (3) occupants (550 divided by 3 is 184) and 357 parking spaces are being provided. Even conservatively assuming 100% attendance, at least half of the student body is not of legal age to drive, so on a typical school day, the demand for parking would be even less than 184 parking spaces.

In an abundance of caution, the Applicant is also requesting zoning relief from Section 114-134.F(1) which states as follows:

F. Design requirements.

- (1) All parking lots and loading areas shall be provided with a perimeter screening buffer a minimum of 10 feet in width along all property boundaries, as specified in § 95-11I of Chapter 95, Subdivision of Land.

The perimeter screening buffer is being met within the project area as shown on the attached plan but is not being provided along all property boundaries.

The application of Section 114-134, Off-street parking and loading, to the use of the Property as a school warrants the requested dimensional variance relief. The application of the ordinance requires an inordinate amount of parking that is not necessary or warranted due to the number of students and faculty and also due to the ages of the students since many are unable to drive and park vehicles at the Property.

The requested dimensional variance relief is consistent with the character of the existing building on the Property. Mount Saint Joseph Academy is updating and upgrading its facilities but does not intend to increase enrollment. The requested relief will not substantially alter, impair or detract

from the use of the surrounding property or the character of the neighborhood. The perimeter screening is being provided in the project area and the parking provided will meet the needs of the student and faculty. Since the intent is not to increase student enrollment, the proposed relief for parking and perimeter landscaping is suitable with respect to traffic, adequate access and off-street parking arrangements. The proposed relief is reasonable in terms of the logical, efficient and economical extension of public services and facilities since the intent is not to increase student enrollment. The proposed relief is not detrimental to the public health, safety, morals and general welfare of the Township.



LEASE AGREEMENT BETWEEN  
THE CONVENT OF THE SISTERS OF ST. JOSEPH, CHESTNUT HILL,  
A PENNSYLVANIA NON-PROFIT CORPORATION, LANDLORD  
AND  
MOUNT SAINT JOSEPH ACADEMY,  
A PENNSYLVANIA NON-PROFIT CORPORATION, TENANT

The parties agree as follows:

**Date of this Lease:** January 1, 2006

**Parties to this Lease and addresses:**

<b>Landlord:</b>	The Convent of the Sisters of St. Joseph, Chestnut Hill
<b>Address for notices:</b>	9701 Germantown Avenue Philadelphia, PA 19118
<b>Tenant:</b>	Mount Saint Joseph Academy
<b>Address:</b>	120 W. Wissahickon Avenue Flourtown, PA 19031

**Term:** 1. The Term of this Lease shall be for one (1) year commencing January 1, 2006 and ending December 31, 2006 and shall automatically renew on a yearly basis unless either party provides sixty (60) days written notice of its intention to terminate.

**Premises Rented:** 2. The buildings and land located at 120 W. Wissahickon Avenue, Flourtown, PA, as more fully described in Exhibit "A" hereto, attached hereto and made part hereof.

**Rent:** 3. The yearly Rent is \$1.00. Tenant will pay this yearly Rent to the Landlord, on the 1st day of each year during the Term of this Lease.

**Agreement to lease and pay Rent:** 4. Landlord leases the Premises to Tenant, for the Term. Tenant agrees to pay the Rent and other charges as required in the Lease. Tenant agrees to do everything required herein. This Lease is a Net, Net, Net Lease.

**Default:** 5. If Tenant,

- 5.1 fails to pay Rent, or any part of the Rent,
- 5.2 fails to comply with any other Term of this Lease,
- 5.3 vacates the Premises at any time during the Term,

then Landlord may re-enter and take possession of the Premises by any lawful means, and remove Tenant, and any other person on the Premises and their property, by dispossession proceedings, or by other lawful means, without being liable in any way. Landlord may re-rent the Premises and any Rent received by Landlord shall

be used first to pay Landlord's expenses in getting possession and re-renting the Premises, including, without being limited to, reasonable legal fees and costs, fees of brokers, advertising costs and the cost of cleaning, repairing and decorating the Premises, and second to pay any amounts Tenant owes under this Lease. Landlord has no duty to re-rent the Premises. Tenant shall pay to Landlord any amount you owe under this Lease, less, if Landlord re-rents the Premises, any amounts received from the new Tenant and not used by Landlord to pay the expenses referred to above.

- End of the Term:** 6. Tenant agrees that at the end of the Term it will surrender the Premises in as good condition as now, except for ordinary wear and damage by the elements.
- Successors:** 7. Unless otherwise stated, the Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.
- Changes:** 8. This Lease can be changed only by an agreement in writing signed by the parties to the Lease.
- Quiet Enjoyment:** 9. Landlord agrees that if Tenant pays the Rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.
- Signatures:** The Parties have signed this Lease as of the date at the top of the first page.

LANDLORD:

The Convent of the Sisters of St. Joseph, Chestnut Hill, a PA Non-profit Corporation

BY: Sister Patricia Kelly  
Name: Sister Patricia Kelly  
Title: CONGREGATIONAL PRESIDENT

TENANT:

Mount Saint Joseph Academy, a PA Non-profit Corporation

BY: Sister Kathleen Brabson  
Name: SISTER KATHLEEN BRABSON  
Title: PRESIDENT

signed sealed & delivered  
 in the presence of  
 N. Mercer Kirkpatrick } George H. Jones (seal)  
 Leleta M. Kelsey } Emma R. Jones (seal)  
 Received the day of the date of the within instrument of the within  
 named persons for considerable full consideration money for the within  
 amount of money to wit \$450.00  
 Nicholas G. G. } George H. Jones  
 N. Mercer Kirkpatrick } Emma R. Jones  
 Leleta M. Kelsey }  
 State of Pennsylvania }  
 County of Washington }

On the twenty first day of August 1914  
 before me a Justice of the Peace  
 in and for Adams County personally appeared the above named  
 George H. Jones and Emma R. Jones and with open eyes acknowledged  
 the above instrument to be their and each of their several deeds and  
 the same might be recorded as such.  
 Witness my hand and official seal the day and year aforesaid  
 N. B. Kirkpatrick  
 Justice of the Peace

Recorded Aug 23, 1914. My commission expires first of January next 1914

Deed  
 Perry No. Godshall.  
 et ux  
 To  
 The Government of the Sisters  
 of St. Joseph, Chestnut Hill

This instrument made the fifth  
 (5) day of September in the year  
 four thousand nine hundred and  
 eleven (1911)  
 Between  
 Perry No. Godshall of the Township  
 of Spring Creek in the County of  
 Montgomery and State of Pennsylvania

and Ruth Blair his wife of the First Ward  
 Sisters of St. Joseph Chestnut Hill a corporation duly incorporated  
 in the Commonwealth of Pennsylvania; Articles of Incorporation being  
 recorded at Philadelphia in his cellaneous Book J 10 No 3 page 420  
 of the general laws

Witnesseth That the said Perry No. Godshall and Ruth Blair  
 his wife for and in consideration of the sum of One Dollar lawful  
 money of the United States of America unto them well and truly paid  
 by the said The Government of the Sisters of St. Joseph Chestnut Hill  
 do give unto the said and their heirs and assigns the receipt  
 whereof is hereby acknowledged have granted bargained sold conveyed  
 entered into released and confirmed unto the said The Government of  
 the Sisters of St. Joseph Chestnut Hill their successors in and assigns  
 certain lots or pieces of land situated in the Town-  
 ship of Spring Creek County of Montgomery and State of Pennsylvania  
 and described in accordance with a recent survey there  
 made by J. B. Gillin Co & as follows to wit:

Requiring a balance a conveyance of other land of the said  
 The Government of the Sisters of St. Joseph Chestnut Hill and land  
 of Charles H. H. water, which by other land of the said Perry No. Godshall  
 for such this is a part of the same and the same is hereby acknowledged

Eighty nine feet to an iron pipe in line of land of Nelson you can  
 thence by said land south seventy one degrees south minute West one  
 hundred and ninety eight feet and one tenth of a foot to a stone, thence by  
 land of the Estate of Sanyard Keaney in south Eighty six degrees forty five  
 minutes West fifty four feet and fifty five inches and the 7th part to a  
 stone, thence by the aforesaid land of the corner of the Estate of  
 St Joseph Chestnut Hill the two next following courses and distances  
 to wit, north fifteen degrees thirty six minutes West two hundred and  
 six feet and one tenth of a foot to a stone and thence north seventy  
 four degrees fifty seven minutes East two hundred and forty nine feet and  
 eighty six inches hundredths of a foot to the place of Beginning.

Being part of the same premises which John Jacoby and Mary a.  
 his wife by called true date February 19th 1906. and recorded in the  
 Office for Recording Deeds et cetera in Montgomery County Pennsylvania  
 Volume of Morris maps in Deed Book No 549 page 245 granted and conveyed  
 unto Perry W. Godshall in fee.

Speethic with all ways, passages, the streets, alleys, passages ways, rights  
 water courses, rights, profits, privileges, hereditaments and appurtenances  
 whatsoever thereto belonging or in anywise appertaining, and the same  
 and remains unto Perry W. Godshall and his heirs, executors, administrators,  
 assigns and assigns forever, and the same shall be to the said Perry W.  
 Godshall and his heirs, executors, administrators, assigns and assigns  
 forever, and to the same and every part thereof.

In Witness whereof the said John Jacoby and Mary his wife, their heirs,  
 executors, administrators and assigns, hereby granted and conveyed  
 and intended as to be with the appurtenances whatsoever unto the said  
 the corner of the Estate of St Joseph Chestnut Hill their successors  
 and assigns to and for the only, proper use and behoof of the said the  
 corner of the Estate of St Joseph Chestnut Hill their successors and  
 assigns forever.

And the said Perry W. Godshall in behalf of his heirs, executors, administrators  
 Administration doth by their parents command, grant and agree to and  
 with the said the corner of the Estate of St Joseph Chestnut Hill  
 their successors and assigns, that he the said Perry W. Godshall and his  
 heirs do and signify the hereditaments and appurtenances hereditaments  
 and appurtenances and intended as to be with the appurtenances  
 unto the said the corner of the Estate of St Joseph Chestnut Hill  
 their successors and assigns, against them, the said Perry W. Godshall  
 and his heirs, executors, administrators, assigns and assigns, all and every  
 other person or persons, whomsoever lawfully claiming or to claim the  
 same or any part thereof by force or under him, her, them or any of them  
 shall and well warrant and save defend.

In Witness whereof the said Perry W. Godshall and Ruth Blair his wife  
 have hereunto set their hands and seals dated the day and year first  
 above written.

Sealed by Schirred  
 in the presence of  
 Charles Fitzwater  
 Henry Lloyd Nash

Perry W. Godshall  
 Ruth Blair Godshall

Received the day and date of the above signature of the above named  
 the corner of the Estate of St Joseph Chestnut Hill the sum of  
 One dollar being the full and true value of the same.

Witnesses as signing  
 Charles F. Edwards } Perry H. Edsall.  
 On the 25th day of September A.D. 1911. Before me the undersigned  
 County, a Justice of the Peace, in and for the County of Perry, West Virginia, personally  
 appeared the abovesigned Perry H. Edsall and Susan Flegel his wife and  
 in due form of law acknowledged the above instrument to be their own and each of their  
 act and deed and acknowledged the same to be recorded as such.  
 Witness my hand and official seal the day and year above written.  
 Charles F. Edwards  
 Justice of the Peace

Approved Sept 7, 1911. My Commission Expires First Monday in May, 1912

Deed  
 Joseph S. Baldwin  
 et ux  
 Susan L. Ingo

This Indenture made the 20th day  
 of August in the year our Lord one  
 thousand nine hundred and eleven  
 between Joseph S. Baldwin and Amanda Baldwin  
 his wife of the one part and Susan L. Ingo  
 of the other part of the County of Perry, West Virginia

of Perry County, West Virginia, parties of the first part and Susan L. Ingo of the  
 same place party of the second part.  
 Wherefore the said parties of the first part for and in  
 consideration of the sum of Seventy One hundred dollars lawful  
 money of the United States of America well and truly paid by the said  
 party of the second part to the said parties of the first part and  
 upon the reading and delivery of these presents the receipt whereof is  
 hereby acknowledged and granted bargained sold aliened conveyed  
 released conveyed and confirmed unto the said parties of the first part  
 full their full power and authority with the said party of the  
 second part their heirs and assigns.

All that certain lot or piece of land situated in the town of  
 Upper Merion of said County, and described according to a survey  
 made on the 20th day of June 1886 by Daniel Kuzie as follows to wit:  
 Beginning with a visible stake in the line of Laramore on East  
 of Ezzel Anderson's corner of this and a lot of ground with dwelling  
 house and stable thereon being the premises hereinafter described  
 thence by said premises south sixty six degrees and thirty four  
 minutes West One hundred and forty two feet to a corner of this and  
 now or late, Anna E. Barrett's land in a stone, thence by said Anna  
 Barrett's land north seventy three degrees and forty four minutes  
 West seventy one feet to a visible stake in the line of formerly  
 Ezzel Anderson's land, thence along line said Anna North Sixty  
 six degrees and four minutes East One hundred and forty two feet  
 to a stake stone marker corner of this and formerly Anderson's land  
 thence still by the same land South Seventy three degrees and forty  
 four minutes East Seventy two feet and one tenth to the place of  
 Beginning.  
 Containing thirty seven and thirty three one hundredths  
 square acres more or less.  
 And also all that certain messuage and lot or piece  
 of land situated in Upper Merion of said County and  
 described according to the above mentioned survey as follows to wit:

D-00794

DEED-PLAIN WARRANTY (RD)

Blackman Chew & Hoar Co., Printers of New Jersey Legal Blanks, Camden, N. J. 08101

APR 25 67 00096 REES 794 E

7.00

# This Indenture, MADE THE

twelfth day of April in the year  
of our Lord one thousand nine hundred and sixty-seven  
Between TOWNSHIP OF SPRINGFIELD, County of Montgomery and Common-  
wealth of Pennsylvania, (hereinafter called the Grantor),

of the first part, and THE CONVENT OF THE SISTERS OF SAINT JOSEPH,  
CHESTNUT HILL, a Pennsylvania Non-profit Corporation, (hereinafter  
called the Grantee),

of the second part:  
Witnesseth, That the said party of the first part, for and in consideration of  
the sum of One Dollar (\$1.00)

lawful money of the United States of America, unto it

well and truly paid by the said  
party of the second part to the said party of the first part, at and before the en-  
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 party of the second part, its

heirs and assigns, ALL THAT CERTAIN TRACT OR STRIP OF LAND, having a  
width of 50 feet, the northerly line being a property line dividing  
land of the Convent of the Sisters of Saint Joseph, Chestnut Hill  
from lands of various owners and extending for the full width from  
Bethlehem Pike Southwestwardly to Wissahickon Avenue in the Township  
of Springfield, County of Montgomery, and Commonwealth of Pennsylvania,  
as shown on a Plan of Subdivision dated July 27, 1965, prepared by  
Haggerty and Hagon, Inc., Registered Engineers, and being more fully  
described as follows to wit:

BEGINNING, at a point on the centerline of Wissahickon Avenue (40'  
wide, as widened 10' on the northwesterly side from its original width  
of 30'), said point being at the distance of 1408.60' measured south-  
westerly along the centerline of Wissahickon Avenue (40' wide) from  
its intersection with the centerline of Rose Lane (40' wide); thence,  
extending from the said point of beginning along line of lands; now  
or late, of Carson College for Orphan Girls, Joseph T. Thayer, Jr.  
and Sarah D. Thayer, Daniel J. Kelly and Mary G. Kelly, passing over  
an old iron pin set on the southeasterly side of Wissahickon Avenue,  
North 77 degrees 19 minutes 05 seconds East 898.63' to a stone; thence  
extending along the line of land of Albert C. Bacher and Frank A.  
Bacher, North 77 degrees 30 minutes East 688.50' to a point on the  
northwesterly side of Bethlehem Pike (60' wide); thence along the  
northwesterly side of Bethlehem Pike, 30' northwesterly from and  
parallel to the centerline thereof, South 5 degrees 35 minutes 35  
seconds West 87.07' to a point of curvature of a radius corner;  
thence, passing through land of the Convent of the Sisters of St.

\$

000-3465 pg 571

Joseph of which this is a part the five (5) following courses and distances: (1) along the arc of a circle having a radius of 25', curving to the left in a northerly, westerly and southwesterly direction for the arc distance of 47.16' to a point of tangency, (2) South 77 degrees 30 minutes West 637.62' to an angle point, (3) South 77 degrees 19 minutes 05 seconds West 909.02' to a point of curvature of a radius corner, (4) along the arc of a circle having a radius of 25' curving to the left in a southwesterly direction for the arc distance of 15.48' to a point of tangency, which point of tangency is at the distance of 25' measured southeasterly from and at a right angle to the centerline of Wissahickon Avenue as originally laid out 30' wide, (5) partly crossing the bed of Wissahickon Avenue North 48 degrees 09 minutes 40 seconds West 30.00' to a point on the centerline of Wissahickon Avenue (40' wide); thence extending along the centerline of Wissahickon Avenue (40' wide) North 41 degrees 50 minutes 20 seconds East 52.05 to the place of beginning.

BEING, the same premises that the Convent of the Sisters of Saint' Joseph, Chestnut Hill by Deed dated August 6, 1965, and recorded in the Office of the Recorder of Deeds at Norristown, Pennsylvania, in Deed Book No. 3396, Page 316, granted and conveyed unto Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania.

SUBJECT, to a permanent easement granted to the Philadelphia Suburban Water Company by instrument dated February 9, 1960 and recorded in Montgomery County on April 4, 1960 in Deed Book 3047 at page 284.

The consideration for the within conveyance does not exceed the sum of \$100.00.

*[Faint, mostly illegible text and signatures, likely representing the parties to the deed and the recorder's office.]*

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof;

And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

AND the said

its heirs, executors and administrators do by these presents covenant, grant and agree to and with the said party of the second part, its heirs and assigns, that the said

its heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances unto the said party of the second part, its heirs and assigns, against the said

its 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 to these presents has heretunto set its hand and seal dated the day and year first above written.

SIGNED, SEALED AND DELIVERED }  
IN THE PRESENCE OF }

*Anthony Honnigo*



TOWNSHIP OF SPRINGFIELD

By *Fred L. Cortese*

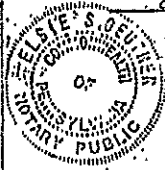
Attest *J. J. Feliziani*





STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

De it Remembered, that on this twelfth day of April  
in the year of our Lord one thousand nine hundred and sixty-seven  
before me, the Subscriber, a Notary Public in and for the Commonwealth  
of Pennsylvania, residing at 1510 Paper Mill Rd., Wyndmoor, Pa.  
personally appeared Fred S. Contino, President of the Board of Com-  
missioners of Springfield Township  
who, I am satisfied is the grantor mentioned in the above deed or convey-  
ance and acknowledged that he signed, sealed and delivered the same as  
his act and deed. All of which is hereby certified.



Elsie S. Gouvenor  
Notary Public

Jan 27 1969  
My Commission Expires:

Montgomery County S. S.  
Recorded in the Office for Recording of Deeds &c.  
in and for said county in Deed book  
No. 3465 Page 571 &c.  
Witness my hand and seal of office this 25th  
day of April 1967  
John S. Magill Recorder.

REC-PLATE WARRANTY ON

Deed

Key of Springfield  
TO  
the Covert of the Sisters  
of St. Josephs

17 YEARS  
EXPIRES  
210 DAYS  
Notaried in the  
office of the County of  
on the day of  
A. D. 1967 at clock in  
the noon and recorded in Book  
of DEEDS  
for said County on page

RAY  
1967

BOOK 3465 PG 574

NOTARY PUBLIC  
MONTGOMERY COUNTY  
PENNSYLVANIA

**Section 114-134: Off-Street Parking & Loading Provisions:**

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

**A.** Off-street parking shall be provided for the following uses with each parking space accessible from a street and located on the lot on which such use is situated.

**(1)** Any dwelling. Two parking spaces for each housekeeping unit. Garages or driveways of individual units may be considered as parking areas. No parking space shall be provided nor parking permitted in the required front yard areas of multiple dwellings.

**(2)** Multifamily Apartment District. In each Multifamily Apartment District there shall be one parking place for each one-bedroom apartment dwelling unit and two parking spaces for each two-or-more-bedroom dwelling unit, plus 15% surplus parking. In no event shall there be less than 1 1/2 parking spaces per dwelling unit for the entire multifamily apartment development.

[Added 7-12-1989 by Ord. No. 771<sup>(M)</sup>]

[<sup>(M)</sup>Editor's Note: This ordinance also provided for the redesignation of Subsection **A(2)** through **(12)** as

Subsection **A(3)** through **(13)**.

**(3)** Retail store or shop, including, without limitation, dispensary facilities. One parking space for each 100 square feet of total floor area.

[Amended 4-12-2017 by Ord. No. 950]

**(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.

**(8)** Church, auditorium or other place of public assemblage. One parking space for every 50 square feet of total floor area.

**(9)** Hospital. One parking space for every bed, plus one parking space per employee on the largest shift.

**(10)** Library or museum. One parking space for each 800 square feet of floor area devoted to public use.

Library or museum. One parking space for each 800 square feet of floor area devoted to public use.

**(11)** Nursing home. One parking space for every 10 occupants, plus one parking space per employee on the largest shift.

(12) Manufacturing, warehouse or grower/processor facility. One parking space for each 400 square feet of total floor area or one space per employee on the largest shift, whichever is greater.

[Amended 4-12-2017 by Ord. No. 950]

(13) Motor vehicle sales. One parking space for each 500 square feet of total indoor sales floor area, plus one parking space for each 5,000 square feet of outside sales area for customer parking, plus three parking spaces per service bay.

[Added 9-13-1995 by Ord. No. 811<sup>[2]</sup>]

<sup>[2]</sup>

*Editor's Note: This ordinance also provided for the renumbering of former Subsection A(13) and A(14).*

(14) Other uses. For uses other than those mentioned above, one parking space for each three persons of the design capacity based on the table of maximum floor area allowance per occupant in the latest edition of the Building Officials and Code Administrators Code.

B. If any change in a building or use thereof shall occur that would increase the number of units, employees, seating capacity or floor area, an increase in off-street parking spaces in compliance with the regulations set forth in § 114-134A will be required. When a building or premise is occupied or used for two or more uses, the total number of spaces required shall be the sum of the spaces required for each use.

C. Parking areas shall be paved with a dust-free, all-weather surface. Each individual parking space shall be a minimum of 10 feet in width by 20 feet in length and designed to permit ingress to and egress from the parking space without the moving of other vehicles. Private homes, apartments and Multifamily Apartment District dwellings may have parking spaces with a minimum of nine feet in width by 18 feet in length, and two feet of the length may overhang landscaping areas as long as concrete curbs are utilized for each such space.

[Amended 7-12-1989 by Ord. No. 771]

**F. Design requirements.**

[Amended 7-12-1989 by Ord. No. 771; 7-8-1992 by Ord. No. 786]

(1) All parking lots and loading areas shall be provided with a perimeter screening buffer a minimum of 10 feet in width along all property boundaries, as specified in § 95-111 of Chapter 95, Subdivision of Land.

(2) Any off-street parking area designed for 10 or more cars shall be provided with internal landscaping in accordance with the requirements of § 95-111 of Chapter 95, Subdivision of Land.



211 N. 13th Street, Suite 503  
Philadelphia, PA 19107  
215.557.9200

**Mount Saint Joseph Academy**  
Addition and Renovation Project  
Summary of Existing & Proposed area

January 30, 2023

Basement Level: No work

Existing area: 4,497 GSF  
Proposed Additional Area: no added area.

Lower Level: Additions and interior renovations

Existing area: 41,882 GSF  
Proposed Additional Area: 5,704 GSF

Main Level: Additions and interior renovation

Existing Area: 70,085 GSF  
Proposed Additional Area: 39,449 GSF

- Gymnasium:
- Arts Wings classrooms:
- Connector corridor with classrooms

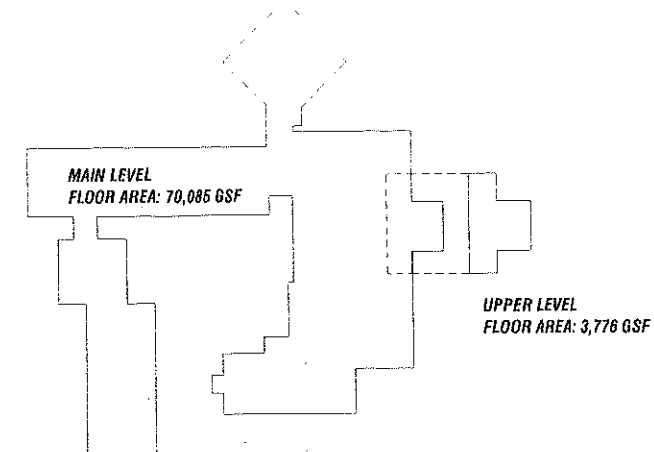
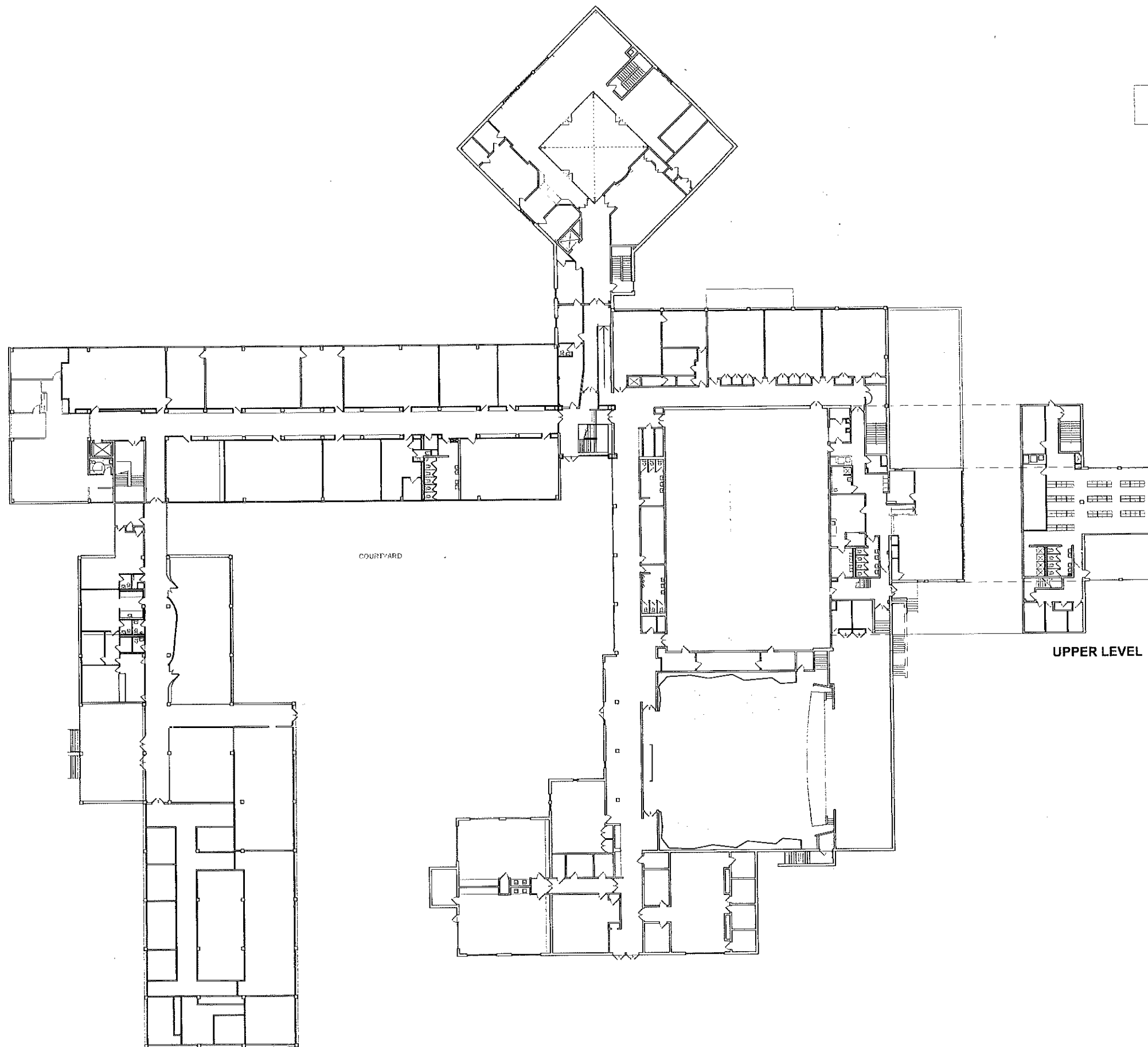
Upper Level: Removed/renovated during new work.

Existing Area: 3,776 GSF

This existing upper-level area will be removed in future work and the spaces will be relocated in the additions at the Main Level and in the renovated existing interior space on the Main Level.

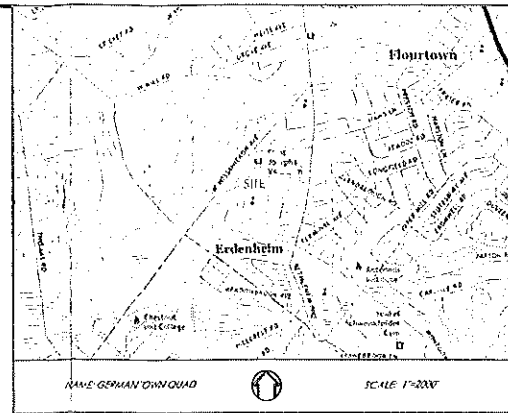
**Totals:**

Existing building area: 120,240 GSF  
Building area w/ proposed additions: 165,393 GSF  
Total additional area: 45,153



**MOUNT SAINT JOSEPH ACADEMY**  
MAIN / UPPER LEVEL PLAN - EXISTING  
SCALE: 1/16" = 1'-0"  
JAN 30, 2023

A  
B  
C  
D  
E  
F



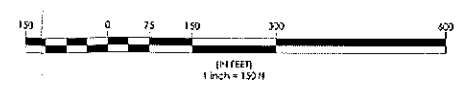
**Nave NEWELL**  
 400 West Valley Road - Suite 1100  
 Wynne, PA 19380-1820  
 P: 610-399-6079  
 www.navenewell.com

DATE	NO.	DESCRIPTION	REVISION

SCALE  
**TIMOTHY J. BRENNAN**  
 Professional Engineer  
 Professional License No. 40,242

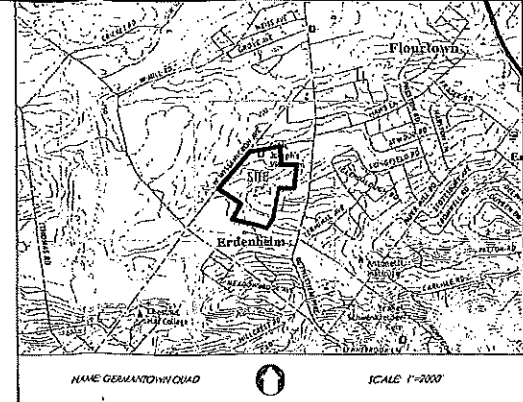
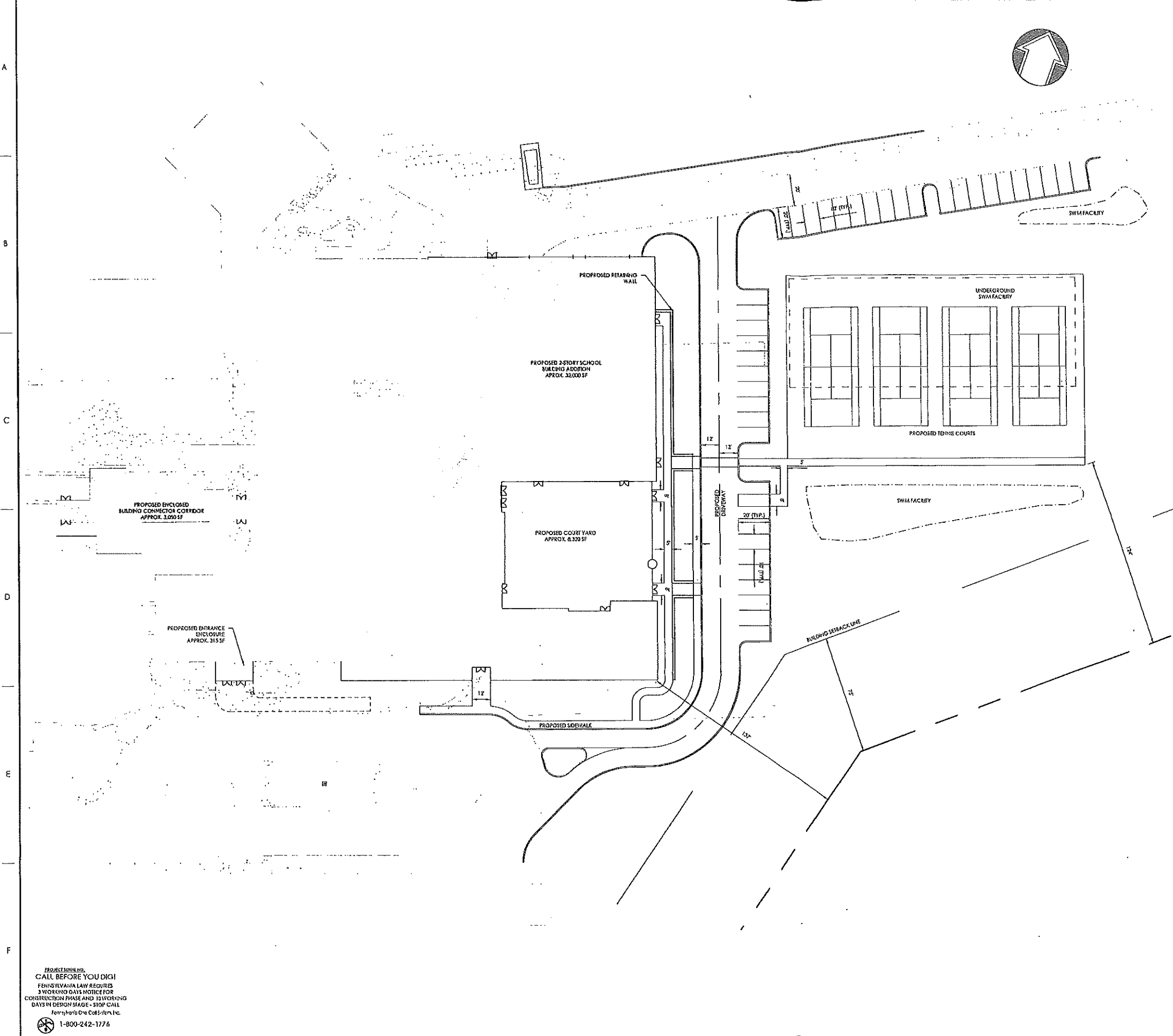
DRAWING NAME: **AERIAL CONTEXT PLAN**  
**MOUNT SAINT JOSEPH'S ACADEMY**  
**120 WEST WISSAHICKON AVENUE**  
 LOCATION: **SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

PROJECT NO.	DATE	DESIGNED BY	DRAWN BY
2022-019.00	EMD		
DATE IN DESIGN PHASE - STOP CALL		CHECKED BY	CHECKED BY
01/30/2023		CJS	
SCALE		DATE	
1" = 150'		FJS	
PROJECT NO.	<b>C0.0</b>		



2022-019-00  
**CALL BEFORE YOU DIG!**  
 PENNSYLVANIA LAW REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN PHASE - STOP CALL  
 717-233-0144 CallSafe, Inc.  
 1-800-242-1776

Copyright © 2022 by Nave Newell, Inc., Wynne, PA 19380. All rights reserved. This plan, specification, drawing, situation and other material contained herein are the property of Nave Newell, Inc. and may not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Nave Newell, Inc. This drawing shall be subject to the rules and regulations of the State of Pennsylvania for all dimensions and conditions on this job, and the contractor shall be held responsible for any variations. Turn the drawings over to the contractor for approval before proceeding with construction. Reproduction of this drawing may not be reproduced either in part or in whole.



**OWNER/APPLICANT:**  
 MOUNT SAINT JOSEPH ACADEMY  
 CONVENT OF THE SISTERS OF SAINT JOSEPH  
 9701 GERMANTOWN AVENUE  
 PHILADELPHIA, PA 19118

**ENGINEER/SURVEYOR:**  
 NAVE NEWELL, INC.  
 900 WEST VALLEY ROAD  
 SUITE 1100  
 WAYNE, PA 19087

**ZONING DATA**  
 DATA OBTAINED FROM SPRINGFIELD TOWNSHIP ZONING ORDINANCE, AS ADOPTED FEBRUARY 1997,  
 CHAPTER 114 REFERENCE ARTICLE VIII SECTIONS 114-600 THRU 114-804.  
 DISTRICT: INSTITUTIONAL DISTRICT  
 EXISTING USE: EDUCATIONAL  
 GROSS LOT AREA (TOTAL 2 PARCELS): 77.07 ACRES  
 \*PARCEL NO. 52-00-01573-004 AND 52-00-01570-007 (BOTH BLOCK 9, LOT 1)

COMMERCIAL USE	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	3 ACRES	77.07 ACRES	77.07 ACRES
MINIMUM LOT WIDTH	300 FEET	483 FEET	483 FEET
FRONT YARD (MINIMUM)	75 FEET	>75 FEET	>75 FEET
SIDE YARD (MINIMUM)	50 FEET	>50 FEET	>50 FEET
REAR YARD (MINIMUM)	75 FEET	>75 FEET	>75 FEET
MAX BUILDING AREA	20%	3.91% (2.93 AC) <sup>1</sup>	4.91% (3.7 AC)
MAX IMPERVIOUS COVERAGE	40%	19.37% (14.61 AC) <sup>1</sup>	20.74% (15.65 AC)
MAX PRIMARY BUILDING HEIGHT	50 FEET	<50 FEET	<50 FEET

<sup>1</sup>EXCEPT WHEN YARDS ADJACENT TO A RESIDENTIAL DISTRICT MUST BE A MINIMUM OF 75 FEET  
 INFORMATION OBTAINED FROM AERETIC FACILITIES DESIGN & CONSULTING - COVER SHEET FINAL LAND DEVELOPMENT PLAN DATED MARCH 11, 2016 (LAST REVISED 9/17/16) - BASED ON 73.413 ACRES.

**PARKING REQUIREMENTS**  
 MT. SAINT JOSEPH ACADEMY: 1770 SPACES<sup>2</sup> / 317 SPACES / 337 SPACES  
<sup>2</sup>PER THE B.C. BUILDING OCCUPANT LOAD FOR PROPOSED IS 5,309. CODE REQUIRES 1 SPACE PER 3 PERSONS.

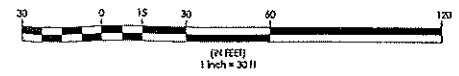
**VARIANCES REQUESTED**

SECTION 114-134.A.(1)(4) OFF-STREET PARKING REQUIREMENT - ONE PARKING SPACE FOR EACH THREE PERSONS OF THE DESIGN CAPACITY BASED ON THE TABLE OF MAXIMUM FLOOR AREA ALLOWANCE PER OCCUPANT IN THE LATEST EDITION OF THE BUILDING OFFICIALS AND ADMINISTRATORS CODE.

SECTION 114-134.F.(1) REGARDING A PERIMETER SCREENING BUFFER MINIMUM OF TEN (10) FEET IN WIDTH ALONG ALL PROPERTY BOUNDARIES.

**LEGEND**

- PROPERTY LINE
- LEGAL RIGHT-OF-WAY
- EXISTING UTILITY POLE/STREET POLE
- EXISTING FENCE/GATE
- EXISTING WATER LINE/VALVE/HYDRANT
- EXISTING GAS LINE
- EXISTING OVERHEAD WIRE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING STORM SEWER/MANHOLE/RAIN
- EXISTING SANITARY SEWER/MANHOLE
- EXISTING BUILDING
- EXISTING RETAINING WALL
- EXISTING EDGE OF PAVING
- EXISTING CONCRETE CURB
- PROPOSED CONCRETE CURB
- EXISTING CONCRETE SIDEWALK
- EXISTING FIRE HYDRANT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING TREE



**PROJECT SHEET NO.**  
 CALL BEFORE YOU DIG!  
 PENNSYLVANIA LAW REQUIRED  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN STAGE - STOP CALL  
 1-800-242-1776

NAVE NEWELL, INC.  
 900 WEST VALLEY ROAD - SUITE 1100  
 WAYNE, PA 19087-1930  
 P: 610.653.3333 F: 610.653.4299  
 www.nave-newell.com

**REVISIONS**

NO.	DESCRIPTION	DATE

TIMOTHY J. BRENNAN  
 REGISTERED PROFESSIONAL ENGINEER  
 PENNSYLVANIA LICENSE NO. 46283

**ZONING PLAN**

**MOUNT SAINT JOSEPH'S ACADEMY  
 120 WEST WISSAHICKON AVENUE**

LOCATION: SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

PROJECT NO.	2022-019.00	DRAWN BY	EMD
DATE	01/30/2023	CHECKED BY	CJS
SCALE	1" = 30'	APPROVED BY	TJB

**C1.0**



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

James M. Lee  
*President*

Baird M. Standish  
*Vice President*

Peter D. Wilson  
Eddie T. Graham  
Michael E. Maxwell  
Jonathan C. Cobb  
Susanna O. Ralsavong

## OFFICERS

A. Michael Taylor  
*Secretary-Manager*

James J. Garrity  
*Solicitor*

Joelle Kleinman  
*Treasurer / Tax Collector*

Timothy P. Woodrow, PE  
*Engineer*

## Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

**Monday, March 27, 2023** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #23-05:** This is the application of **Ms. Christina Visco**, owner of property located at 622 E. Gravers Lane, Wyndmoor, PA 19038, known as Parcel #5200-0778-0007. The applicant has filed an Appeal to the Actions of the Zoning Officer pertaining to the violation letter sent to her and dated January 13, 2023. The violation letter is for the operation of a Professional Home Office or a No-Impact Home Based Business in violation of Section 114-21 and Section 114-139.2 of the Springfield Township Zoning Ordinance. The applicant contends there is no office or business activity conducted at the property. The property is zoned within the A-Residential District of Ward #2 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website [@springfieldmontco.org](http://springfieldmontco.org).

By Order of the Springfield Township  
Zoning Hearing Board  
Mark A. Penecale  
Director of Planning & Zoning

THERE IS A 30 DAYS PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30 DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.



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

Springfield Township  
Montgomery County  
Received

FEB 12 REC'D

Community Development  
Department

NO. 23-05

DATE: 2/9/23

**PETITION**

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Christina Visco  
(Name of Applicant)

Of (Address) 622 E. Gravers Lane, Wyndmoor, PA 19038

(Telephone No.) 973-424-5622

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 \_\_\_\_\_, Section \_\_\_\_\_, Subsection \_\_\_\_\_, 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 622 E. Gravers Lane, Wyndmoor, PA 19038

Petitioner's Interest in the property is Owner

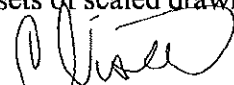
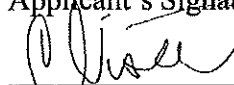
Present use of property Primary Residence, home office

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.

A Violation Notice was delivered in late January 2023 for an alleged violation of  
Ordinance 114-21 and 114-139.2. However, there is no claim as to what provision of  
said Ordinances was, were or are allegedly being violated and further, beyond the  
owner using her house as a home office, there are no businesses being operated at the  
premises.

**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 # 322  
\$500.00

  
Applicant's Signature  
  
Owner's Signature

**Do not write in this space.**

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

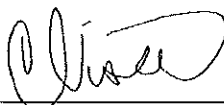
Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

**Christina Visco**

\_\_\_\_\_  
Printed Name of Applicant



\_\_\_\_\_  
Applicant's Signature and Date

**TOWNSHIP OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE  
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

**Application Procedures**

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (8) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
Jeanne Sorg

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

DEED BK 6193 PG 01575 to 01579  
INSTRUMENT # : 2020075982  
RECORDED DATE: 09/17/2020 02:18:44 PM




5817408-0020Q

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 6131974 - 2 Doc(s)
Document Date: 08/24/2020	Document Page Count: 4
Reference Info:	Operator Id: dkrasley
RETURN TO: (Simplifile) Heritage Land Transfer 1576 McDaniel Dr West Chester, PA 19380-6673 (610) 429-9200	PAID BY: HERITAGE LAND TRANSFER
* PROPERTY DATA:	
Parcel ID #: 52-00-07780-00-7	
Address: 622 E GRAVERS LN	
Municipality: PA Springfield Township (100%)	
School District: Springfield	
* ASSOCIATED DOCUMENT(S):	
CONSIDERATION/SECURED AMT: \$2,250,000.00	DEED BK 6193 PG 01575 to 01579
TAXABLE AMOUNT: \$2,250,000.00	Recorded Date: 09/17/2020 02:18:44 PM
FEE / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee: Deed \$86.75	
State RTT \$22,500.00	
Springfield Township RTT \$11,250.00	
Springfield School District RTT \$11,250.00	
Total: \$45,086.75	
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:

Heritage Land Transfer Company, Inc.  
1576 McDaniel Drive  
West Chester, PA 19380

610.429.9200

File No. HL23480F

UPI # 52-00-07780-007

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

52-00-07780-00-7 SPRINGFIELD TOWNSHIP

622 E GRAVERS LN

MAGUIRE JAMES J 2004 ANNUITY TRUST TARA M MAGUIRE &amp; ROBERT L FRIEDMAN TRS

B 020 L U 011 1101 09/08/2020

JG

**This Indenture**, made the 24th day of August, 2020,

**Between**

**TARA M. MAGUIRE AND ROBERT I. FRIEDMAN, TRUSTEES OF THE  
JAMES J. MAGUIRE 2004 ANNUITY TRUST, DATED 2-9-2004 FOR TARA  
MAGUIRE**

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

**CHRISTINA VISCO**

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

**Witnesseth**, that the said Grantor for and in consideration of the sum of **Two Million Two Hundred Fifty Thousand And 00/100 Dollars (\$2,250,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, 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 Grantee

ALL THAT CERTAIN lot or piece of ground with the improvements thereon, situate in the Township of Springfield, in the County of Montgomery, and in the Commonwealth of Pennsylvania according to a plan prepared by Momenee and Associates, Inc. Consulting Civil Engineers and Land Surveyors titled "Lot Line Change Plan - 622 and 624 East Gravers Lane" Sheet 1 of 1 dated August 16, 2004 and last revised December 21, 2004 and recorded on September 9, 2005 in Plan Book 25, Page 225, Instrument No. 2005128073 as follows to wit:

BEGINNING at a point on the Southerly Right of Way line of East Gravers Lane (60' wide) said point being the Northwestern corner of 622 East Gravers Lane, and being located 454.15 feet from the corner of Gravers Lane and Ardmore Avenue; thence from said beginning point along the aforementioned Southerly right of way line of East Gravers Lane, North 40 degrees 35 minutes 00 seconds East 20.15 feet to a point marked by an iron pin; thence leaving said Southerly right of way line, of East Gravers Lane, North 44 degrees 58 minutes 00 seconds West, 10.03 feet to a point on the title line of East Gravers Lane marked by an iron pin; thence along aforesaid title line, North 40 degrees 35 minutes 00 seconds East 80.00 feet to a point; thence leaving said title line and crossing the aforesaid

Southerly right of way line of East Gravers Lane along line of lands of 624 East Gravers Lane, South 44 degrees 58 minutes 00 seconds East, 208.52 feet to a point; thence continuing along line of lands of 624 East Gravers Lane, South 40 degrees 35 minutes 00 seconds West, 91.91 feet to a point on line of lands now or formerly of Paul E. and Dorothy M. Henchey, thence along lands of Henchey, North 47 degrees 20 minutes 44 seconds West, 198.00 feet to the first mentioned point and place of beginning.

BEING Unit No. 11.

BEING KNOWN as 622 East Gravers Lane.

Tax ID / Parcel No. 52-00-07780-00-7

Being the same premises which MEF Main Street, LLC, a Pennsylvania limited liability company by Deed dated 5-10-2016 and recorded 5-13-2016 in Montgomery County in Deed Book 5998 page 1718 conveyed unto Paul Edward Koren and Peyton Howell-Koren, husband and wife, in fee.

Being the same premises which Paul Edward Koren and Peyton Howell-Koren, husband and wife by Deed dated 11-18-2019 and recorded 12-2-2019 in Montgomery County in Deed Book 6163 page 589 conveyed unto Tara M. Maguire and Robert I. Friedman, Trustees of the James J. Maguire 2004 Annuity Trust, Dated 2-9-2004 for Tara Maguire, 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 it, 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 Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

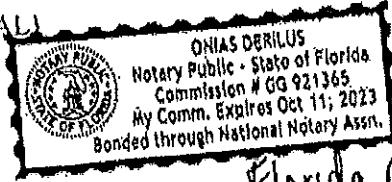
**And** the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, 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 caused its common and corporate seal to be affixed to these presents by the hand of its Trustee, and the same to be duly attested by its Trustee. Dated the day and year first above written.

ATTEST:

*Onias Derilus*

{SEAL}



TARA M. MAGUIRE AND ROBERT I. FRIEDMAN, TRUSTEES OF THE JAMES J. MAGUIRE 2004 ANNUITY TRUST, DATED 2-9-2004 FOR TARA MAGUIRE

By:

*Tara M. Maguire* Trustee

By:

Robert I. Friedman, Trustee

Commonwealth of Pennsylvania } ss  
County of *Palm Beach* }

AND NOW, this *2nd* day of *September*, *2020*, before me, the undersigned Notary Public, appeared *Tara M. Maguire*, who acknowledged himself/herself to be the Trustee of *Tara M. Maguire and Robert I. Friedman, Trustees of the James J. Maguire 2004 Annuity Trust, Dated 2-9-2004 for Tara Maguire*, a Trust, and he/she, as such Trustee being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Trustee.

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

*Onias Derilus*  
Notary Public

My commission expires *October 11, 2023*

Commonwealth of Pennsylvania } ss  
County of \_\_\_\_\_ }

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, appeared *Robert I. Friedman*, who acknowledged himself/herself to be the Trustee of *Tara M. Maguire and Robert I. Friedman, Trustees of the James J. Maguire 2004 Annuity Trust, Dated 2-9-2004 for Tara Maguire*, a Trust, and he/she, as such Trustee being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Trustee.

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

The precise residence and the complete post office address of the above-named Grantee is:

\_\_\_\_\_  
On behalf of the Grantee



ATTEST:

TARA M. MAGUIRE AND ROBERT I. FRIEDMAN, TRUSTEES OF THE JAMES J. MAGUIRE 2004 ANNUITY TRUST, DATED 2-9-2004 FOR TARA MAGUIRE

{SEAL}

*[Handwritten signature: R. Friedman]*

By: Tara M. Maguire, Trustee  
By: Robert I. Friedman, Trustee *[Handwritten signature]*

Commonwealth of Pennsylvania } ss  
County of Montgomery

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned Notary Public, appeared **Tara M. Maguire**, who acknowledged himself/herself to be the Trustee of **Tara M. Maguire and Robert I. Friedman, Trustees of the James J. Maguire 2004 Annuity Trust, Dated 2-9-2004 for Tara Maguire**, a corporation, and he/she, as such Trustee being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Trustee.

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Commonwealth of Pennsylvania } ss  
County of Montgomery

AND NOW, this 24 day of August, 2020, before me, the undersigned Notary Public, appeared **Robert I. Friedman**, who acknowledged himself/herself to be the Trustee of **Tara M. Maguire and Robert I. Friedman, Trustees of the James J. Maguire 2004 Annuity Trust, Dated 2-9-2004 for Tara Maguire**, a corporation, and he/she, as such Trustee being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Trustee.

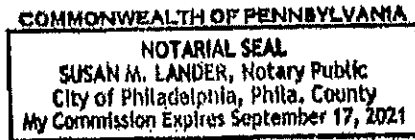
IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Susan M. Lander  
Notary Public

My commission expires 9/17/2021  
he precise residence and the complete post office address of the above-named Grantee is:

622 E Brewers Ln.  
Wyndmoor PA 19038

\_\_\_\_\_  
On behalf of the Grantee





# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

James M. Lee  
*President*

Balrd M. Standish  
*Vice President*

Peter D. Wilson  
Eddie T. Graham  
Michael E. Maxwell  
Jonathan C. Cobb  
Susanna O. Ratsavong

## OFFICERS

A. Michael Taylor  
*Secretary-Manager*

James J. Garrity  
*Solicitor*

Joelle Kleinman  
*Treasurer / Tax Collector*

Timothy P. Woodrow, PE  
*Engineer*

Ms. Christina Vlsco  
622 E. Gravers Lane  
Wyndmoor, PA 19038

January 13, 2023

## VIOLATION NOTICE

**Re: Business Activities at 622 E. Gravers Lane, Wyndmoor, PA 19038.**

**Violation Location:** 622 E. Gravers Lane, Wyndmoor, PA 19038.

**Violation Of:** Springfield Township Zoning Ordinance Section 114-21 and Section 114-139.2, operation of a business or businesses at 622 E. Gravers Lane in non-compliance with limitations of a Professional Home Office or a No-Impact Home Based Business.

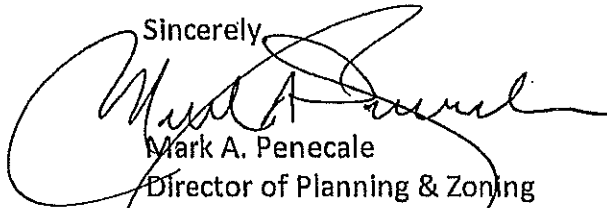
### **Action Required:**

1. Cease all business activity at the property on or before 4:00 P.M. on Monday, January 23, 2023 or.
2. Within 30 days of the date of this letter, submit a Zoning Hearing Board application to try and obtain the required zoning relief to allow the business activity to remain in operation.
3. Within 30 days of this letter, appeal this violation notice to the Zoning Hearing Board.

If the property is brought into compliance by 4:00 P.M. on Monday, January 23, 2023 and remains in compliance with the requirements of the Springfield Township Zoning Ordinance, no further action will be taken. If you submit a Zoning Hearing Application within 30 days of the date of this letter, prosecution will be stayed, until such time that the Zoning Hearing Board renders their decision. Please be aware that violations of the Springfield Township Zoning Ordinance are punishable of a fine of as much as \$1,000.00 per offense, with each day the violation remains uncorrected being counted as a separate offense.

If there are any questions that you may have, I am available during normal office hours at 215-836-7600, ext. 1114.

Sincerely



Mark A. Penecale  
Director of Planning & Zoning  
Springfield Township

Cc: Michael Taylor; Springfield Township Manager  
James McGarrity, Esq.; Springfield Township Solicitor  
File Copy (2)

**No-Impact Home Based Business:**

A business or commercial activity administered or conducted in a residential dwelling as an accessory use which is clearly secondary to the use as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pickup, delivery or removal functions to or from the premises in excess of those normally associated with residential use. The business or commercial activity must satisfy the requirements of § 114-139.2 (No-impact home-based businesses).<sup>7</sup>

[Added 7-9-2003 by Ord. No. 857; amended 10-10-2018 by Ord. No. 956]

**Professional Home Office:**

- A. A lawful occupation or profession conducted within a dwelling and carried on by the occupants thereof, having not more than two nonoccupant persons as employees, where no more than one client may be on-site at any one time. A professional home office use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character thereof, or involve any vehicular or pedestrian pickup, delivery or removal functions to or from the premises in excess of those normally associated with such residential use. There shall be no display, no stock in trade and no outside storage of equipment upon the premises. Professional home offices shall not include the retail sales of any items, barber shops, beauty shops, funeral homes, or any activity involving the repair, servicing, or cleaning of any motorized vehicles or equipment.
- B. Examples of permitted professional home offices include: accountants, architects, artists, authors, attorneys, clergy, dentists, doctors, engineers, musicians, optometrists, realtors, teachers/tutors and other similar professions.

PARID: 520007780007  
VISCO CHRISTINA

622 E GRAVERS LN

**Parcel**

---

TaxMapID 52020 011  
Parid 52-00-07780-00-7  
Land Use Code 1101  
Land Use Description R - SINGLE FAMILY  
Property Location 622 E GRAVERS LN  
Lot #  
Lot Size 19003 SF  
Front Feet 80  
Municipality SPRINGFIELD  
School District SPRINGFIELD TWP  
Utilities PUBLIC WATER/SEPTIC/

**Owner**

---

Name(s) VISCO CHRISTINA  
Name(s)  
Mailing Address 622 E GRAVERS LN  
Care Of  
Mailing Address  
Mailing Address WYNDMOOR PA 19038

**Current Assessment**

---

Appraised Value	Assessed Value	Restrict Code
1,090,490	1,090,490	

**Estimated Taxes**

---

County	4,620
Montco Community College	425
Municipality	4,925
School District	39,606
Total	49,576
Tax Lien	Tax Claim Bureau Parcel Search

**Last Sale**

---

Sale Date 24-AUG-20  
Sale Price \$2,250,000  
Tax Stamps 22500  
Deed Book and Page 6193-01575  
Grantor MAGUIRE JAMES J 2004 ANNUITY TRUST  
Grantee VISCO CHRISTINA  
Date Recorded 17-SEP-20

## Chapter 114. Zoning

### Article XIII. General Regulations

#### § 114-139.2. No-impact home-based businesses.

[Added 10-10-2018 by Ord. No. 956]

No-impact home-based businesses, as defined in § 114-21 of this chapter, shall be permitted in all zoning districts which permit residential uses. The no-impact home-based business or commercial activity shall satisfy the following requirements:

- A. Business activity. The business activity shall be compatible with the residential use of the property and surrounding residential uses.
- B. Workers. The business shall employ no employees other than family members residing in the dwelling.
- C. Building appearance and storage. There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.
- D. Building appearance and signs. There shall be no outside appearance of a business use, including but not limited to parking, signs or lights.
- E. Nuisance prohibited. The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference, including interference with radio or television reception, which is detectable in the neighborhood.
- F. Waste. The business activity may not generate any solid waste or sewage discharge in volume or type which is not normally associated with residential use in the neighborhood.
- G. Location and size. The business activity shall be conducted only within the dwelling and may not occupy more than 25% of the habitable floor area.
- H. Prohibited uses. The business may not involve any illegal activity.

[1] *Editor's Note: Former § 114-139.2, Communications antennas, added 5-13-1998 by Ord. No. 829, as amended, was repealed 12-14-2016 by Ord. No. 947. See now Art. XIVA, Wireless Communications Facilities.*



# The Township of Springfield

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James J. Garrity  
*Solicitor*

Joelle Kleinman  
*Treasurer / Tax Collector*

Timothy P. Woodrow, PE  
*Engineer*

## Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

**Monday, March 27, 2023** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #23-06:** This is the application of **Dana & Newcombe Baker**, owners of property located at 70 N. College Avenue, Flourtown, PA 19031, known as Parcel #5200-0435-4004. The applicants have requested a variance from Section 114-131-B.2c and Section 114-131.C.2.c of the Springfield Township Zoning Ordinance. The applicants seek approval to install an 80 square foot garden shed within their rear yard that will be as close as 2 feet from the side and rear property lines. The shed is required to be a minimum of 7 feet from the side and rear property lines. The property is zoned within the C-Residential District of Ward #1 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township

Zoning Hearing Board

Mark A. Penecale

Director of Planning & Zoning

THERE IS A 30 DAYS PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30 DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

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

NO. 23-06

DATE: 2/24/2023

PETITION

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Dena & Newcombe Baker  
(Name of Applicant)

Of (Address) 70 College Avenue, Flourtown, PA 19031

(Telephone No.) 215-527-9405

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       , Section       ,  
Subsection       , of the Springfield Township Zoning Code.

  X   A **variance** from the requirements set forth in Article 114, Section 131,  
Subsection 2.c, of the Springfield Township Zoning Code. 114-131.B.2c

       Other (please specify)       

The property concerned is located at 70 College Avenue, Flourtown, PA 19031

Petitioner's Interest in the property is Property Owner

Present use of property Single Family Dwelling



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.

We seek approval to install a 8' by 10' shed within the rear yard that will be less than 7 feet from the side and rear property. The reason for our request is due to the fact that our rear yard is only 22 feet in depth and when placed 7 feet from the side property line the proposed shed would be within 2 feet of our home. The proposed shed is a single story structure that will be used for the storage of graden tools.

**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 # 2447  
\$500.00

Applicant's Signature



Owner's Signature

**Do not write in this space.**

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWNSHIP OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE  
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

**Application Procedures**

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (8) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

## Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.


Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

NEWOMBE BAKER

DEVA BAKER  
Printed Name of Applicant

  
Applicant's Signature and Date

This Indenture Made the 20th day of

in the year of our Lord one thousand nine hundred and Eighty Three (1983)

Between GARY R. BURGHART AND BARBARA HUNTER BURGHART, HIS WIFE

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

NEWCOMBE C. BAKER, III AND DENA J. BAKER, HIS WIFE

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

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

SEVENTY THREE THOUSAND FIVE HUNDRED (\$73,500.00) DOLLARS lawful money of the United States of America, unto them well and truly paid by the said Grantee S, 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, their heirs and assigns, as tenants by the entireties

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Springfield, County of Montgomery and State of Pennsylvania, bounded and described according to a survey thereof made by Barton and Martin Engineers, Philadelphia on 3/7/39 and revised 3/30/39 and 4/11/39 as follows, to wit:

BEGINNING at a point on the Southeast side of North College Avenue (forty feet wide) at the distance of Three hundred eighty five feet measured North seventy one degrees five minutes East along said Southeast side of North College Avenue from a point of tangent of a radius round corner set at the terminus of the said side of North College Avenue with the Northeast side of West College Avenue (forty feet wide); thence extending North seventy one degrees five minutes East along the Southeast side of North College Avenue seventy feet to a point, thence extending South eighteen degrees, fifty five minutes East along the line of Lot #49 on the aforesaid plan, eighty seven and seven one-hundredths feet to a point; thence extending South sixty two degrees, seven minutes West along the line of Lots Nos. 52 and 53 on the aforesaid plan, Seventy and eighty seven one-hundredths feet to a point; thence extending North eighteen degrees fifty five minutes West along the lines of Lot #47 on the aforesaid plan, Ninety eight and twelve one-hundredths feet to the place of beginning.

BEING Lot #48 on said Plan. BEING Known as No. 70 North College Avenue.

BEING Assessment Parcel Number 52-00-04354-00-4.

BEING the same premises which Frederick Thorne Warner, III and Deborah Murray Warner, his wife by Deed dated 10/31/79 and recorded in the Office for the Recording of Deeds in Montgomery County in Deed Book 4471 page 412, granted and conveyed unto Gary R. Burghart and Barbara Hunter Burghart, his wife, in fee.

75300

CG 10-11-83

3

13.00  
2.50

3/8/83

BHB

STATE OF COLORADO  
County of DENVER

88:

On this, the 2nd day of February, 1983, before me, Elizabeth Kennelly,

-----the undersigned Officer,  
personally appeared GARY R. BURGHART

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.

In Witness Whereof, I hereunto set my hand and official seal.

*Elizabeth Kennelly* (seal)  
Notary Public

My Commission expires November 13, 1983

258 W 14 Ave Denver My commission expires on:

Colorado 80204

Stewart Title Guaranty Company  
1 Ardwyn Center  
Spring and Lancaster Ave.  
Villanova, Pa. 19086

033  
AED

GARY R. BURGHART, ET UX

TO

NEWCOMBE C. BAKER, III,  
ET UX

PREMISES:  
70 N. College Avenue  
Springfield Township  
Montgomery County, Pa.

John C. Clark Co., Phila. 1981  
733-S

TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY, PENNA.

REGISTERED  
March 11/1983 NO 9352

Thomas E. Jamieson  
Township Engineer

Commonwealth of Pennsylvania  
County of *Delaware*

On this the 28th day of February A.D. 1983, before me, a Notary Public,  
personally appeared Barbara Hunter Burghart who acknowledged herself  
to be the person whose name is subscribed to the within instrument,  
and acknowledged that she executed the same for the purposes contained  
therein.

*Mary D. Novak*  
Notary Public

Montgomery County, S. S. MARY D. NOVAK, Notary Public  
Radnor Twp., Delaware Co.

Recorded in the Office for Recording of Deeds & C.

In and for said county in *Deed* book

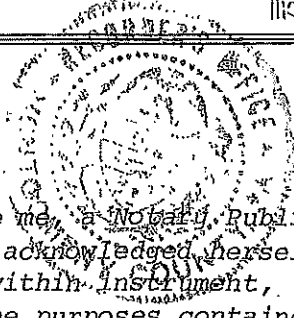
No. *4703* Page *1007* & c.

Witness my hand and seal of office this *11th*

day of *March* 19*83*

BOOK 4703 pg 1009

The address of the above-named Grantee  
is *70 N. College Ave*  
*Radnor, Pa*  
On behalf of the Grantee *Barbara Hunter Burghart* 19031



**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

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 above described 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 Grantee S, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever. as tenants by the entireties

1 2 3 4 5 6 7 8  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX MAR 11 '83  
735.00  
PB.11160

REALTY TRANS TAX PAID  
STATE 735.00  
LOCAL 735.00  
PER *[Signature]*

**And** the said Grantors, for themselves, their

executors and administrators do covenant, promise and agree, to and with the said Grantee S, their heirs and assigns, by these presents, that they, the said Grantors their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee S, their heirs and assigns, against them, the said Grantors, their 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 parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Scaled and Delivered  
IN THE PRESENCE OF US:

*Nancy P. Hones*

*Gary R. Burghart* (SEAL)  
GARY R. BURGHART

*Barbara Hunter Burghart* (SEAL)  
BARBARA HUNTER BURGHART

BOOK 470361008

PARID: 520004354004  
BAKER NEWCOMBE C III & DENA J

70 N COLLEGE AVE

**Parcel**

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TaxMapID 52007 060  
ParId 52-00-04354-00-4  
Land Use Code 1101  
Land Use Description R - SINGLE FAMILY  
Property Location 70 N COLLEGE AVE  
Lot # 48  
Lot Size 6170 SF  
Front Feet 70  
Municipality SPRINGFIELD  
School District SPRINGFIELD TWP  
Utilities ALL PUBLIC//

**Owner**

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Name(s) BAKER NEWCOMBE C III & DENA J  
Name(s)  
Mailing Address 70 N COLLEGE AVE  
Care Of  
Mailing Address  
Mailing Address FLOURTOWN PA 19031

**Current Assessment**

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Appraised Value	Assessed Value	Restrict Code
144,040	144,040	

**Estimated Taxes**

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County	610
Montco Community College	56
Municipality	650
School District	5,231
Total	6,547
Tax Lien	Tax Claim Bureau Parcel Search

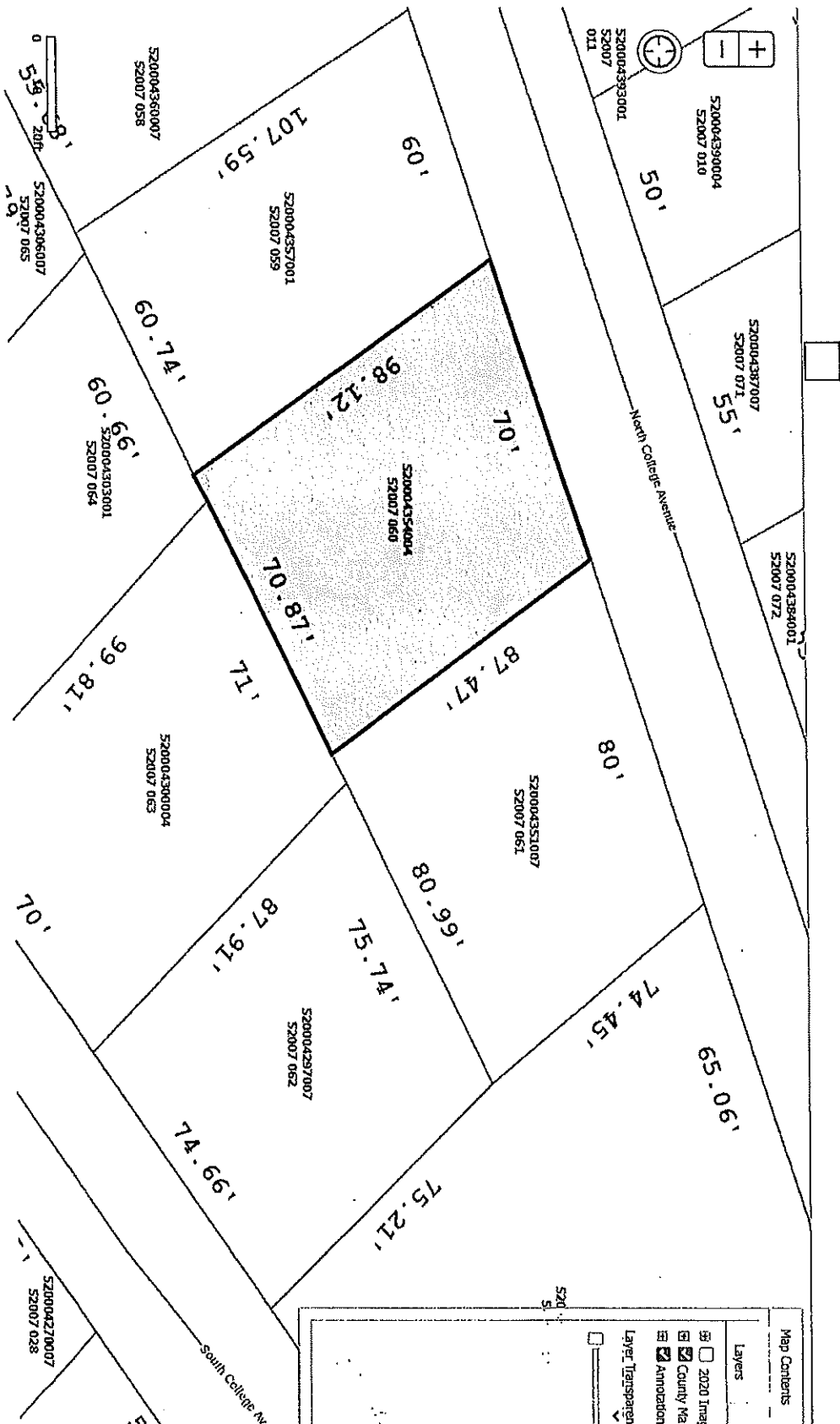
**Last Sale**

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Sale Date	02-FEB-83
Sale Price	\$73,500
Tax Stamps	735
Deed Book and Page	4703-01007
Grantor	
Grantee	BAKER NEWCOMBE C III & DENA J
Date Recorded	11-MAR-83

PARID: 520004354004  
 BAKER NEWCOMBE C III & DENVA J

- Profile
- Accessory Structures
- Assessment Breakdown
- Assessment History
- Commercial
- Lot
- Map
- Permits
- Photos
- Residential
- Sales
- Sketch
- Spits and Combinations





## Section 114-131 Yard Encroachments

### B. Side yards.

(1) No building and no part of a building shall be erected within or shall project into the required side yard, except:

(a) Cornices, eaves, gutters or chimneys projecting not more than 18 inches.

#### (b) Steps.

[Amended 11-10-1993 by Ord. No. 797]

(2) In residential zoning districts, accessory buildings used solely for residential purposes may be constructed within one of the side yards if:

[Amended 5-9-1984 by Ord. No. 724]

(a) Entirely separated from the main building.

(b) Located at least 10 feet farther back from the front building line than the rearmost portion of the main building.

(c) Located no closer to the side property line than seven feet if constructed of wood frame or combustible material and no closer than four feet if constructed of masonry or noncombustible material.

(d) The building shall not exceed nine feet in height if it has a flat roof, 12 feet in height if it has a slope roof or one story, whichever is less. The height of the building shall be defined as in § 114-21 of the Springfield Township Code.

### C. Rear yards.

(1) No building and no part of a building shall be erected within or shall project into the required rear yard, except:

(a) Cornices, eaves, gutters, open balconies or chimneys, projecting not more than 18 inches.

[Amended 11-10-1993 by Ord. No. 797]

[Amended 11-10-1993 by Ord. No. 797]

#### (b) Steps.

[Amended 11-10-1993 by Ord. No. 797]

(c) Bay windows, not extending through more than one story and not projecting more than five feet.

(d) One-story open or enclosed porches projecting not more than 10 feet, provided that a five-foot rear yard is preserved.

[Amended 11-10-1993 by Ord. No. 797]

(e) Decks at grade level, where grade level shall be a height not to exceed 42 inches measured from the ground at the rear of the building wall, provided that a five-foot rear yard is preserved.

[Added 11-10-1993 by Ord. No. 797]

(2) In residential zoning districts, accessory buildings used solely for residential purposes may be constructed within the required rear yard if:

[Amended 5-9-1984 by Ord. No. 724]

(a) Entirely separated from the main building.

(b) Located at least 10 feet farther back from the front building line than the rearmost portion of the main building.

(c) Located no closer to the rear property line than seven feet if constructed of wood frame or combustible material and no closer than four feet if constructed of masonry or noncombustible material.

(d) The building shall not exceed nine feet in height if it has a flat roof, 12 feet in height if it has a slope roof or one story, whichever is less. The height of the building shall be defined as in § 114-21 of the Springfield Township Code.

(3) Provided further that, in the case of a lot held in single and separate ownership at the time this chapter becomes effective, in which the distance from the rear line of the lot to the line fixed by the front yard requirement is less than 75 feet, a portion of the main building not wider than 20% of the width of the lot may project not more than 10 feet into the required rear yard.

(4) In no case shall the distance between the rearmost point of such projection and the rear lot line be less than the minimum side yard requirement provided herein for the district in which the lot is located.

PARID: 520004354004  
 BAKER NEWCOMBE C III & DENA J

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