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

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

Meeting ID: 138-684-951

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

7:00 P.M. Call to Order:  
Pledge of Allegiance:

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

New Business:

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

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

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

To join and participating in the Zoom Meeting:

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

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

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

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

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

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

(Telephone No.) 215-836-2828 __________________________________

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

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

____ X____ A special exception as provided for in Article______, Section______,

____ X____ A variance from the requirements set forth in Article______, Section______,

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

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

________________________________________

Petitioner’s Interest in the property is Fee Simple Record Owner

________________________________________

Present use of property Church and Elementary School

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

See explanation provided in Section B of Attachment 1.

__________________________________________________________

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

check $ 12103
$ 1200 for MAP
CASE # 20-03

_______________________________
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

__________________________________________________________

__________________________________________________________

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

IN RE: APPLICATION OF ST. GENEVIEVE SCHOOL

Property: 1237 Bethlehem Pike
Flourtown, Pennsylvania 19031

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

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

A. Petitioner hereby requests the following relief:

<table>
<thead>
<tr>
<th>ZONING ORDINANCE SECTION</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>114-74.A(1)</td>
<td>To permit a 23.8 foot front yard setback in a C Zoning District where a 30 foot setback is otherwise required.</td>
</tr>
<tr>
<td>114-134.A(8) and (14)</td>
<td>To allow a reduction in parking stalls required. Operationally, the Church parking demand currently controls, and will continue to control, parking requirements for the Property. Petitioner is not seeking a reduction in existing parking stalls at the Property. Petitioner merely seeks to continue to be permitted to operate with its current parking stall count. The proposed improvements will not have a negative impact on the Church parking needs and the existing parking stall count will be maintained.</td>
</tr>
<tr>
<td>114-134.C</td>
<td>To permit a reduction in required parking stall size (10 feet x 20 feet) to match existing parking stall size (9 feet x 18 feet).</td>
</tr>
<tr>
<td>114-123.F(1)</td>
<td>To allow a parking lot perimeter screening buffer with a width less than 10 feet.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

(1) The relief request is consistent with the Comprehensive Plan of Springfield Township;

(2) The proposed relief is consistent with the character and development of the area surrounding the Property;

(3) The proposed relief is suitable with respect to traffic and parking considerations;

(4) Petitioner’s access points to adjacent roads will remain the same;

(5) The proposed relief is reasonable with respect to its access to public services and utilities;

(6) The use of the adjacent properties has been adequately safeguarded;

(7) The proposed relief is not detrimental to the safety and/or welfare of the Township;

[Attachment 1 Continued on Next Page]
(8) Unique circumstances regarding the irregularity of the shape of the Property have caused unnecessary hardship due to which the Property could not otherwise be further developed in strict conformity with the current Zoning Ordinance necessitating the requested relief;

(9) Petitioner has not created the above-referenced hardship; and

(10) The requested relief represents the least possible modification of the regulations in issue.

[END OF ATTACHMENT 1]
RECORER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA

Jeanne Sorg

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

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

Jeanne Sorg, Recorder of Deeds
This Indenture

Made the 26th
day of

In the year of our Lord one thousand nine
hundred and FIfty Eight ____________ BETWEEN WILLIAM J. GOE and ELIZABETH,
his wife, Flourtown, Township of Springfield, County of Montgomery, Commonwealth

of Pennsylvania

(hereinafter called the "Grantee"), of the one part, and
FRANCIS WILLIAM D. BELCHER, as Trustee of St. GENEVIEVE ROMAN CATHOLIC PARISH,
Flourtown, Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania;
and not in his private or individual capacity, acting herein with the
authorization of His Excellency, Most Reverend John F. O'Gorman, O.S.B., Archbishop
of Philadelphia

(hereinafter called the "Grantor"), of the other part;

WITNESSETH, That the said Grantor for and in consideration of the sum of

THREE THOUSAND ($3,000) dollars ____________ — lawful
money of the United States of America, unto — then — well and truly paid by the said
Grantee — at and before the sealing and delivery of these presents, the receipt whereof is
hereto acknowledged; and to — granted, bargained, sold, aliened, encumbered, released and
transferred; and by these presents do — grant, bargain, sell, alien, encumber, release and
transfer unto the said Grantee, his successors — and Assigns, solely in his
capacity as Trustee of St. GENEVIEVE ROMAN CATHOLIC PARISH, Flourtown, Township
of Springfield, County of Montgomery, Commonwealth of Pennsylvania, and not in
his private or individual capacity.

ALL THAT CROWN tract or piece of land with the buildings and improvements thereon seated, situated in the Township of Springfield, County of Montgomery State of Pennsylvania, and described according to a survey and plan hereof made by George J. Hobbs, Registered Professional Engineer of Eldenise, Pennsylvania dated October 26, 1949, as follows to wit:

DEPICTING at a point in the Westerly side of Bethlehem Pike (60 foot wide) at the distance of 333.50 feet measured Southward from the intersection with the Westerly side of Bethlehem Pike produced makes with the original center line of Winshakton Avenue (30 foot wide but since widened 10 feet on the Northwesterly side to its present width of 40 feet) thence along the said side of Bethlehem Pike South 2 degrees 31 minutes 58 seconds West 128.55 feet to a point; thence South 66 degrees 34 minutes 06 seconds West passing over a stone near the Westerly side of Bethlehem Pike 126.33 feet to a stone; thence North 2 degrees 13 minutes 31 seconds West 37.31 feet to a stone; thence North 66 degrees 03 minutes 34 seconds West 49.62 feet to a stone; thence North 78 degrees 35 minutes 04 seconds West passing over a stone near the Southwesterly side of Winshakton Avenue 55.27 feet to a point in the Southeasterly side of the aforesaid Winshakton Avenue (60 feet wide); thence along the said side of Winshakton Avenue North 40 degrees 09 minutes 56 seconds West 80.50 feet to a point; thence South 89 degrees 16 minutes East passing over a stone near the Southwesterly side of Winshakton Avenue and passing over a stone near the Westerly side of Bethlehem Pike 233.10 feet to the place of beginning.

REMEMBER the same premises which CONRAD S. GOE, Widow by Indenture bearing date the 17th day of September A. D. 1897 and recorded in the Office for the Recording of Deeds in Montgomery County in Deed Book 2022 page 998 [wherein the distance along the second course (South 86 degrees 31 minutes 26 seconds West) of 126.33 feet was erroneously omitted] granted and conveyed unto WILLIAM J. GOE and ELIZABETH, his wife, in fee.
Together with all and singular — the buildings, — improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whenever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantee, his lessee, equity, or otherwise however, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described with the buildings, improvements, thereon erected

hereditaments and

hereby granted, or mentioned and intended to be, with the appurtenances, unto the said Grantee, his successors — and Assigns, to and for the only proper use and benefit of the said Grantee, Reverend Thomas O. Delany, as Pastor and successor, his successors, and not in his private or individual capacity, and his successors as such Pastor, forever, subject to his control and disposition as aforesaid, and limited by the canon and ecclesiastical law of the Roman Catholic Church.

VALUE OF PREMISES AS DEFINED BY

COMMONWEALTH LAND

TITLE INSURANCE COMPANY

By

And the said Grantees for themselves, their

Here, Executors, and Administrators do — by these presents, covenant, grant and agree, to and with the said Grantee, his successors — and Assigns, that

they, the said Grantees, their

Heretofore, all and singular, the hereditaments and appurtenances hereby described and granted, or mentioned and intended to be, with the appurtenances, unto the said Grantee, his successors — and Assigns, aforesaid — the said Grantees, their

Here, and against all and every other Person and Persons whomever lawfully claiming or to claim the same or any part thereof, by, from or under him, his, her, them

or any of them, Shall and will

WARRANT and forever DEFEND.

In Witness Whereof the said parties — of the first part to these presents covenant set their hands — and seal — Dated the day and year first above written.

Signed, Sealed and Delivered

WILLIAM J. O"NEAL

WILLIAM J. O"NEAL

By

The State seal affixed represents full authority.

Notary Public, and Commissioner.
RECORDER the day and year of the above instrument, the full consideration
therein mentioned

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

Recorder

William J. Brod

WITNESS

A. B. Biddle

RECEIVED in the Office for Recording of Deeds in and for

Montgomery County

In Deed Book No. 2865 page 73

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

Recorder

William J. Brod

WITNESS

A. B. Biddle

RECEIVED in the Office for Recording of Deeds in and for

Montgomery County

In Deed Book No. 2865 page 73

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

Recorder

William J. Brod

WITNESS

A. B. Biddle
TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038

NO. 20-0x

DATE: 02/18/20

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We __________ Kevin Brennan ____________________________
(Name of Applicant)

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

(Telephone No.) 267-303-8260

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

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

X A special exception as provided for in Article 114, Section 134, Subsection A.(5), of the Springfield Township Zoning Code.

_____ A variance from the requirements set forth in Article ____, Section ____, Subsection ____, of the Springfield Township Zoning Code.

_____ Other (please specify) ________________________________________

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

_____________________________________

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

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

Check $ 32,450
$ 1,200.00
Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

Please see attached

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

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

__________________________________________________________

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

__________________________________________________________

__________________________________________________________

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

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

(4) Restaurant. One parking space for each 50 square feet of total floor area.

(5) Office. One parking space for each 200 square feet of total floor area.

(6) Shopping center. Five and one-half parking spaces for each 1,000 square feet of total leasable area.

(7) Hotel, motel, rooming house or tourist home. One parking space for each rental unit, plus one parking space per employee on the largest shift.

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

I am seeking relief from the zoning ordinance 114-134 (Off-Street parking and loading provisions) A (5) which requires offices to have one parking space for each 200 square feet of total floor area. We are requesting that the Township consider our use of the property, as-is, with four (4) parking spots, as our requirement is for 3 parking spots (and one additional visitor parking spot). This request requires no change from the property’s previous use as a boarding house, operated by the Institute for Achievement of Human Potential, which required parking for up to 6 vehicles, 7 days per week. A professional survey plan of the property was performed on January 19, 2020 by Johnson Surveying and Construction Services (survey included in petition submission). The location of the proposed parking spots (in red) have been inserted into the schematic survey plan below:
Applicants Compliance with Statutory Guidelines of 114-165 (in Red)

§ 114-165. Special exceptions and variances.

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

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

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

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

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

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

3. 
The proposed use is suitable with respect to traffic and highways in the area and provides for adequate access and off-street parking arrangements in order to protect major streets and highways from undue congestion and hazards.

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

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

The Special Exception requires no change to access points.

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

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

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

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

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

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

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

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

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

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

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

(3)
That such unnecessary hardship has not been created by the appellant.

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

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

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

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

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

The property is located in the B1 Business District.

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

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

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

[Amended 5-10-1995 by Ord. No. 806]
FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

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

By: [Signature]

Authorized Counter-signature

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

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

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COMMITMENT CONDITIONS

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

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

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

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

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.
Transaction Identification Data for reference only:
Issuing Agent: AARON ABSTRACT COMPANY
ALTA® Universal ID:
Commitment No:
Property Address: 907 Bethlehem Pike, Glenside, PA 19038
Revision No.: 
Issuing Office: 526 TOWNSHIP LINE ROAD, SUITE 200, BLUE BELL, PA 19422
Loan ID No: 
Issuing Office File No: AAF9709

SCHEDULE A

1. Commitment Date: December 24, 2019
2. Policy to be issued:
   (a) ☐ ALTA® Owner's Policy of Title Insurance (6-17-06)
       ☐ ALTA Homeowner's Policy (Rev. 12-2-13) (EAGLE)
       ☐ Other

       Proposed Insured: Kevin Brennan
       Proposed Policy Amount: $275,000.00

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

       Proposed Insured:
       Proposed Policy Amount: $

3. The estate or interest in the land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
   Institute for the Achievement of Human Potentials, A PA Non-Profit Corp.

   Deed from Eugene F. Petinelli, dated January 4, 1990, and recorded January 10, 1990, in the office of

FIRST AMERICAN TITLE INSURANCE COMPANY

AARON ABSTRACT COMPANY

By: [Signature]

Authorized Signatory

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Commitment No.: AAF9709

5. The Land is described as follows:

   For informational purposes only:
   907 Bethlehem Pike, Glenside, PA 19038
   Springfield Township
   County of Montgomery Exhibit A attached hereto and made a part hereof
**ALTA Commitment for Title Insurance**

**First American Title Insurance Company**

**Schedule BI & BII**

Commitment No.: AAF9709

<table>
<thead>
<tr>
<th>SCHEDULE B, PART I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirements</td>
</tr>
</tbody>
</table>

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   - Deed from Institute for the Achievement of Human Potential, a PA Non-Profit Corp. to Kevin Brennan conveying the subject property set forth under Schedule A.

5. Original photo identification for all parties to the transaction must be provided.

6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.

7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.

8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.

9. Real Estate Taxes and Municipal Claims (if paid, receipts are to be produced and filed with the Company).
   - PARCEL IDENTIFICATION NUMBER: 52-00-01567-00-1
   - ASSESSMENT: 177,050.00

10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

11. **REAL ESTATE TAXES**

---

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Commitment No.: AAF9709

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

<table>
<thead>
<tr>
<th>TYPE OF TAX</th>
<th>YEARLY AMOUNT</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>County/Township</td>
<td>To Follow</td>
<td>4/30/2020</td>
</tr>
<tr>
<td>School</td>
<td>To Follow</td>
<td>8/31/2020</td>
</tr>
</tbody>
</table>

MORTGAGES

(None)

JUDGMENTS:

(None)

MECHANIC'S AND MUNICIPAL CLAIMS:

(None)

ADDITIONAL REQUIREMENTS:

1. Proof to be provided that grantor holding record title has not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report. In the event such divorce proceedings have occurred, same to be examined and possible additional requirements to be added.

2. Prior to settlement, search of statewide support lien system to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with Social Security Numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.

3. Proof that the grantees in the last deed of record are one and the same persons as the proposed Mortgagors and/or Grantors and they have not been divorced.
Commitment No.: AAF9709

4. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

5. Articles of Incorporation of Institute for the Achievement of Human Potential as required by the Non-Profit Corporation Law to be produced and filed with Company.

6. Copy of By-Laws and any amendments for Institute for the Achievement of Human Potential to be produced and filed with Company.

7. Proof that the present Deed is being made by Institute for the Achievement of Human Potential in accordance with the rules and regulations of any governing body, in any, consent of such body to be filed with Company.

8. Certified copy of Resolution of Institute for the Achievement of Human Potential authorizing the execution and delivery of the present Deed in accordance with its Articles and By-Laws and Section 5757 of the Non-Profit Corporation Law to be produce and filed with Company.
SCHEDULE B, PART II

Exceptions

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

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

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

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

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

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

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

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Commitment No. AAF9709

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

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

BEGINNING at a point on the Westerly side of Bethlehem Pike (60 feet wide) at a distance of 980.80 feet measured partly along the Westerly side of Bethlehem Pike South 11 degrees 20 minutes West from the intersection of the same Bethlehem Pike with the Southerly side of Rose Lane (40 feet wide) extended; thence South 11 degrees 20 minutes West 83.08 feet to a point on the Westerly side of Bethlehem Pike; thence South 72 degrees 50 minutes West 106.60 feet to point; thence partly along Lot #2 North 17 degrees 38 minutes West 66.11 feet to a point; thence along Lot #2 South 77 degrees 59 minutes 10 seconds West 64.89 feet to a point; thence still along the same Lot #2 North 17 degrees 38 minutes West 30.16 feet to a point in line of land of the Convent of the Sisters of St. Joseph; thence along the same land of the Sisters of St. Joseph North 77 degrees 59 minutes 10 seconds East 212.50 feet to a point on the Westerly side of the aforesaid Bethlehem Pike and place of beginning.

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

Parcel # 52-00-01567-08-1

Charles Fitzwater Sr and family to Fitzwater or their heirs and
assigns for the park and public estate

Witneses

John B. Shadle

Charles Fitzwater Sr

Sadie Fitzwater

State of Pennsylvania

County of Montgomery

On this twenty second day of May 1900

The manner of the above and
for said purpose personally appeared before me, Romanic Charles

Fitzwater and family of Fitzwater and acknowledged the within

Release to their act and deed and assured the same might to

Witneses my hand and seal the day and year above.

Recorded June 2, 1900

John M. Helmore

Notary Public

Release

Michael Flaherty

To

Inland Traction Co

Hereby all from my true agents that I

Michael Flaherty of the Township of Springfield

in the County of Montgomery and State of Pennsylvania, Grant the

Grant or a part of the same in the Township of Springfield

Witneses

John B. Shadle

W. B. Shadle

Michael Flaherty
DECLARATION OF EASEMENT

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

WITNESSETH:

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

WHEREAS, ERNEST THOMPSON MOENCH and MINNETTE ELIZABETH BROWN MOENCH, his wife, are owners of certain lands and premises located in the Township of Springfield, County of Montgomery, State of Pennsylvania, title to which became vested in them by Deed dated July 21, 1947, from HELEN THOMPSON MOENCH and recorded in the office for the Recorder of Deeds of Montgomery County on August 27, 1947, in Deed Book No. 1855, page 386 et seq.; and by Deed dated November 10, 1965, from HELEN THOMPSON MOENCH, recorded in the Office for the Recorder of Deeds of Montgomery County on November 12, 1965, in Deed Book 3405, page 111 et seq.; and

WHEREAS, the lands described in the above deeds consist of two tracts or parcels of land, the legal descriptions of which are contained in the above-mentioned deeds, which descriptions are incorporated herein by reference; and
WHEREAS, it is the desire of BERENICE MOENCH FRY and her husband, KENNETH O. FRY, to create and declare a certain easement over the above described land.

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

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

BEGINNING at a point on the southwesterly side of Bethlehem Pike (60' wide), said point being at the distance of one-thousand sixty-three and eighty-eight one-hundredths feet (1063.88'), measured southwardly over various courses from the point of intersection which the southwesterly side of Bethlehem Pike (produced) makes with the southerly side of Rose Lane (40' wide) (produced); THENCE, extending from the place of beginning, South seventy-two degrees fifty minutes zero seconds West (S 72° 50' 00" W), one-hundred six and sixty-one-hundredths feet (106.60') to a point; THENCE, North seventeen degrees thirty-eight minutes zero seconds West (N 17° 38' 00" W), twenty-five and no one-hundredths feet (25.00') to a point; THENCE, North eighty-six degrees zero minutes twenty-six seconds East (N 86° 00' 26" E), one-hundred nine and sixty-nine one-hundredths
feet (109.69') to a point on the aforementioned southwesterly
side of Bethlehem Pike, the first mentioned point and place of
beginning.

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

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

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

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

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

d. The rights and privileges herein created shall
extend not only to the record owners of the lands described in
the aforementioned deed but also in favor of their heirs and
assigns, successors in interest, and mortgagees, any tenants
to whom they may grant rights and privileges under this easement
and right-of-way and any other persons or entities to whom any
of the foregoing may grant rights and privileges under this
easement and right-of-way, such rights and privileges may be
granted either in writing or by tacit consent.

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

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

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

Berenice M. Fry (SEAL)

Kenneth O. Fry (SEAL)
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF MONTGOMERY

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

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

[Signature]
NOTARY PUBLIC

ELIZABETH M. MAY
Notary Public, Amber Suite, Montgomery Co.
Chattel Indenture,

Made the 21st day of July, in the year

Nineteen hundred and forty-seven (1947),

Between:

WILLIAM THOMPSON, of the Township of Springfield,
County of Montgomery and State of Pennsylvania, single, party of the first part,

AND

MRS. MARGARET MURPHY, of the Township of Springfield,
County of Montgomery and State of Pennsylvania, widow, party of the second part.

WHEREAS, the said William Thompson, of the Township of Springfield, County of Montgomery, State of Pennsylvania, and MRS. MARGARET MURPHY, of the Township of Springfield, County of Montgomery, State of Pennsylvania, have come to an agreement for the sale of a certain piece of property, the consideration for which is herein acknowledged.

NOW, THEREFORE, the parties of the second part, being satisfied with the agreement made and signed by the parties of the first part, do hereby agree to sell to the said parties of the first part, and the said parties of the first part do hereby agree to purchase from the said parties of the second part, the property herein described, for the sum of $500.00.

This indenture is to be signed by the parties of the second part and acknowledged before a public notary.

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

Bounded on the westerly side of Chestnut Hill and Springhouse Pike, thence by land of George Yeagle, South seventy-two degrees fifty minutes west three hundred feet to a stone in line of land of Samuel V. Rex; thence by said land of Samuel V. Rex, North seventy degrees ten minutes west sixty feet more or less to a point; thence parallel to the first course north seventy-two degrees fifty minutes east two hundred feet more or less to a point; thence parallel to the first course northeast forty-five feet to a point approximately fifteen feet west of land now or late of George Yeagle, thence north seventy-two degrees fifty minutes east parallel to the second course southeast forty-five feet to a point approximately fifteen feet more or less to the westerly side of Chestnut Hill aforesaid, and along the said side thereof southeasterly fifteen feet more or less to the point and place of beginning.

EXCEPTING AND RESERVING unto the grantor herein, for her heirs and assigns, owners or occupants of other lands of grantor immediately adjacent hereto, the uninterrupted right of ingress and egress at all times hereafter of using all or any part of a strip on said or a width of fifteen feet hereon conveyed to grantee or grantees herein, extending southwesterly from the Chestnut Hill and Springhouse Pike aforesaid to the dwelling on the premises herein conveyed, as a means of ingress and
Commonwealth of Pennsylvania

County of Montgomery

The 21st day of July 1947, before me, a Notary Public, residing at
the undersigned, personally appeared Unknown Thomas, Warden,

Sworn to be true satisfactorily proven, to be the person whose name is subscribed in the present instrument and acknowledged that she executed the same for the purpose therein contained.

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

Commission Expires

Sincerely,

[Signature]

I hereby certify that the present address of the grantor herein is

907 Bethlehem Pike, Erdenheim, Pennsylvania.

[Signature]

Commonwealth of Pennsylvania

County of Montgomery

Received on this 27th day of August 1947, in the Recorder's Office of the said County in Deed Book 296, page 555. Given under my hand and seal of the said office the date above written.

John E. Marshall Recorder