

# Township of Abington

*Engineering & Code Department*

Wayne C. Luker, President  
Steven N. Kline, Vice President

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Richard J. Manfredi, *Manager*  
Amy R. Montgomery, *P.E., Director*

## Zoning Hearing Notice

Notice is hereby given that the Zoning Hearing Board of the Township of Abington will hold a meeting as required by the Township's Zoning Ordinance at the Abington Township Administration Building, 1176 Old York Road, Abington, Pennsylvania, on:

**Tuesday, December 17, 2019** at 7:00 p.m., at which time a public hearing will commence on the following application:

**19-16:** This is the application of **ABH Builders, Inc.**, applicant for the property known as parcel #300005344008, located to the east of 2420 Brookdale Avenue, Roslyn, Pa. 19001. The applicants have requested a dimensional variance for lot frontage from Section 602, Figure 6.1 of the Zoning Ordinance of the Township of Abington. This application requires a special exception for lot area from Section 1908 of the Zoning Ordinance of the Township of Abington. The applicant seeks approval to construct a single family dwelling on a lot of 4,000 square feet instead of the required 7,500 square feet. In addition, the lot has 40 feet of lot width instead of the required 50 feet.

The property is zoned within the R-4 Residential District of Ward #14 of the Township of Abington. A copy of the application and plans are on file with the Planning & Zoning Office and are available for review during normal business hours.

By Order of the Zoning Hearing Board.

Mark A. Penecale  
Planning & Zoning Officer  
Township of Abington

**Note:** There is a 30 day 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 a Zoning Hearing Board Approval during the 30 day appeal period, do so at their own risk. If there are questions that you may have, please feel free to contact the Zoning Officer at 267-536-1010. If you are unable to attend the hearing, written comment may be entered into the record by submitting them in advance of the hearing to the Planning & Zoning Officer.

## ***Zoning Hearing Board Application***

**Abington Township, PA**

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



This application must be accompanied by a minimum of ten (10) copies of the plot plan of the property, prepared and signed by a registered land surveyor or professional engineer. The plan must include lot area, lot dimensions, coverage percentages, existing structures, other improvements, proposed improvements, off-street parking, buffers and all characteristics on the site.

The Undersigned herein makes application for:

- [ ☒ ] Request for Variance from the Zoning Ordinance.
- [ ☐ ] Request for a Special Exception as provided by the Zoning Ordinance.
- [ ☐ ] Appeal from the actions of the Zoning Officer.

1. Name and address of the owner of the land: Phone number:  
Raymond W. III, Steven M. & Christopher E. Kuemmerle  
2420 Brookdale Avenue  
Roslyn, PA 19001
2. Name and address of the applicant: Phone number:  
ABH Builders, Inc.  
775 Penlyn Blue Bell Pike  
Blue Bell, PA 19422  
215-643-2500
3. Name and address of the attorney: Phone number:  
Kimberly A. Freimuth, Esq.  
c/o Fox Rothschild LLP  
2700 Kelly Rd., Ste. 300  
Warrington, PA 18976  
215-918-3627
4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.  
Example: equitable owner, agent, lessee, etc.  
Equitable owner.
5. Description of the property:  
Address/location Lot 44 Brookdale Avenue, Abington, PA 19001. TMP No. 30-00-05344-00-8.  
Present use vacant land  
Proposed improvement Two-story single family dwelling


## Zoning Hearing Board Application

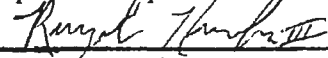
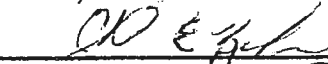

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:  
The Applicant requests the following items of relief from Section 602 of the Zoning Ordinance: (a) a variance to allow the minimum lot area to be 4,000 sq. feet; and (b) a variance to allow the minimum lot width to be 40 feet. These items of relief are requested because this lot is an existing parcel that is nonconforming with respect to lot area and lot width.
7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:  
Section 602, Figure 6-1 of the Zoning Ordinance.
8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.  
These items of relief are requested because this lot is an existing parcel that is nonconforming with respect to lot area and lot width.
9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.  
Applicant is not aware of any prior Zoning Hearing Board actions regarding this property.
10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.

X   
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Signature of Owner

Internal Validation:

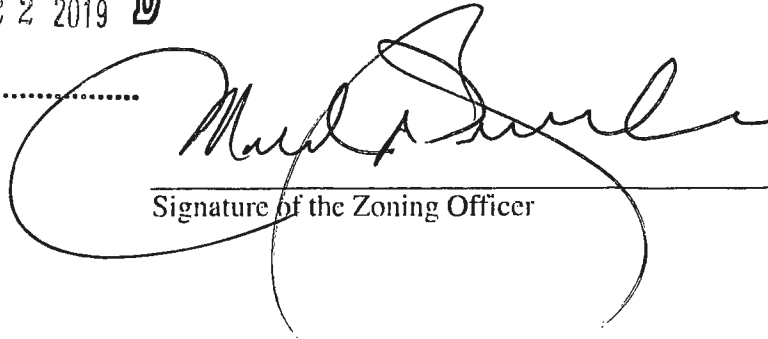
Date Received: 11/22/19

Fee Paid: \$400.00

Case: H1105

RECEIVED  
NOV 22 2019

BY: .....

  
\_\_\_\_\_  
Signature of the Zoning Officer

File No FWA1531

NOT INSURED; ACCOMODATION ONLY

Parcel ID No 30-00-05344-00-8

*This Indenture*, made the 9th day of October, 2003,

*Between*

**ELIZABETH MARIE HAWTHORNE KUEMMERLE, WIDOW,  
GRANDMOTHER**

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

**RAYMOND W. KUEMMERLE, III, GRANDSON, AND STEVEN M.  
KUEMMERLE, GRANDSON, AND CHRISTOPHER E. KUEMMERLE,  
GRANDSON**

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

*Witnesseth*, that the said Grantor for and in consideration of the sum of One And 00/100 Dollar (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, as tenants in common

ALL THOSE TWO CERTAIN contiguous lots or pieces of ground, situate in the Township of Abington, County of Montgomery and Commonwealth of Pennsylvania, described according to a plan thereof made by William T. Muldrew, surveyor and regulator, Jenkintown, Pennsylvania, dated the 25<sup>th</sup> day of June A D 1921. and recorded at Norristown, Pennsylvania, in Deed Book No. 828, Page 600, as follows

Lots number eighty-six and eighty-seven on the said plan, said lots front on Windsor Avenue (Now Brookdale Avenue) northwestward from Easton Road

BEING PARCEL No 30-00-05344-00-8

BEING THE SAME PREMISES WHICH George Edward Hawthorne, single, as to his one-half undivided interest, by Deed dated November 18, 1987 and recorded November 25, 1987 in the Office of the Recorder of Deeds in Montgomery County in Deed Book 4858 at Page 1457, granted and conveyed unto Elizabeth Marie Hawthorne Kuemmerle

AND ALSO BEING THE SAME PREMISES WHICH Lewis W. Smedley and Helen W. Smedley, Husband and Wife, by Deed dated June 4, 1937 and recorded in the Office of the Recorder of Deeds in Montgomery County in Deed Book 1235 at Page 374, granted and conveyed unto George Edward Hawthorne, single, as to an undivided one-half interest, and Elizabeth Marie Hawthorne, now by marriage Elizabeth Marie Hawthorne Kuemmerle, his sister, as to the remaining undivided one-half interest, in fee

DE BK05488-2394

2003643369 12/22/2003 02:54:22 PM 1

RCD FEE \$46.50

DT-DEED



30 ABINGTON TOWNSHIP 50.00

MONTGOMERY  
COUNTY ROD

MARYANNE REICHENBACH ROD

UNDER AND SUB JECT to certain conditions and restrictions of record

**THIS IS A CONVEYANCE FROM GRANDMOTHER TO GRANDCHILDREN AND IS THEREFORE EXEMPT FROM TRANSFER TAX.**

*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

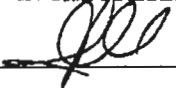
*To have and to hold* the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper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

*And* the said Grantor, for herself and her successors, does, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that she, the said Grantor, and her 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 Grantees, their heirs and assigns, against them, the said Grantor, and her successors and assigns, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

*Warrant and Forever Defend*

*In Witness Whereof*, the party of the first part has caused this document to be executed on its behalf.  
Dated the day and year first above written

*Sealed and Delivered*  
IN THE PRESENCE OF US



  
ELIZABETH MARIE HAWTHORNE  
KUEMMERLE

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
30-00-05344-00-8 ABINGTON  
BROOKDALE AVE  
KUEMMERLE ELIZABETH M H  
B 389 U 044 L 2101 DATE 10/17/03

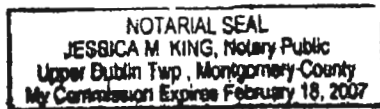
Commonwealth of Pennsylvania

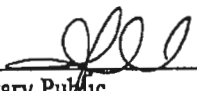
County of Montgomery

ss


On this, the 9th day of October, 2003, before me, the undersigned Officer, personally appeared **ELIZABETH MARIE HAWTHORNE KUEMMERLE**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained

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



  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

The address of the above-named Grantees is  
2420 Brookdale Avenue  
Roslyn, PA 19001

  
\_\_\_\_\_  
On behalf of the Grantees

File No FWA1531

Record and return to  
Fort Washington Abstract, Inc.  
220 Commerce Drive, Suite 250  
Fort Washington, PA 19034

REGISTERED  
ABINGTON TOWNSHIP  
DATE 10/14/03 BY CM  
MICHAEL E. POWERS  
TOWNSHIP ENGINEER



# STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

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

| PARTIES   |  |
|---|--|
| <b>BUYER(S):</b> <u>ABH Builders Inc and/or assignee</u><br><br><b>BUYER'S MAILING ADDRESS:</b><br><br> | <b>SELLER(S):</b> <u>Raymond W Kuemmerle 3rd</u><br><u>Steven M Kuemmerle</u><br><u>Christopher E Kummerle</u><br><br><b>SELLER'S MAILING ADDRESS:</b><br><br> |

| PROPERTY   |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> See Property Description Addendum   |                                      |
| <b>ADDRESS (including postal city):</b> <u>LOT 44 Brookdale Ave</u> <u>Abington PA</u> ZIP <u>19001</u>                  |                                      |
| in the municipality of <u>Abington Twp</u>   | County of <u>MONTGOMERY</u>          |
| in the School District of <u>Abington</u>  | in the Commonwealth of Pennsylvania, |
| <b>Tax ID # (s):</b> _____ and/or _____  |                                      |
| <b>Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date):</b><br><u>30-00-05344-008</u> |                                      |

| BUYER'S RELATIONSHIP WITH PA LICENSED BROKER  |  |
|---|--|
| <input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)  |  |
| <b>Broker (Company):</b> _____<br><b>Company License #:</b> <u>RM421747</u><br><b>Company Address:</b> <u>775 Penlyn Blue Bell Pike</u><br><u>Blue Bell</u> <u>PA 19422</u><br><b>Company Phone:</b> <u>(215) 643-2500</u><br><b>Company Fax:</b> <u>(215) 643-1500</u><br><b>Broker is (check only one):</b><br><input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)<br><input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) | <b>Licensee(s) (Name):</b> <u>Patricia Herling</u><br><b>State License #:</b> _____<br><b>Direct Phone(s):</b> <u>(215) 429-9424</u><br><b>Cell Phone(s):</b> _____<br><b>Email:</b> <u>patricia.herling@LNF.com</u><br><b>Licensee(s) is (check only one):</b><br><input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)<br><input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)<br><input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) |
| <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)  |  |

| SELLER'S RELATIONSHIP WITH PA LICENSED BROKER  |  |
|--|--|
| <input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)  |  |
| <b>Broker (Company):</b> <u>Remax Achievers- Collegeville</u><br><b>Company License #:</b> _____<br><b>Company Address:</b> <u>1425 S Collegeville Rd</u><br><u>Collegeville</u> <u>PA 19426</u><br><b>Company Phone:</b> <u>(610) 489-5900</u><br><b>Company Fax:</b> _____<br><b>Broker is (check only one):</b><br><input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)<br><input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) | <b>Licensee(s) (Name):</b> <u>Rick Sheppard</u><br><b>State License #:</b> _____<br><b>Direct Phone(s):</b> <u>(610) 864-9872</u><br><b>Cell Phone(s):</b> _____<br><b>Email:</b> <u>ricksheppard1@hotmail.com</u><br><b>Licensee(s) is (check only one):</b><br><input type="checkbox"/> Seller Agent (all company licensees represent Seller)<br><input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)<br><input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) |
| <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)  |  |

| DUAL AND/OR DESIGNATED AGENCY  |
|--|
| A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.<br>By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable. |

Buyer Initials: aa ASVL Page 1 of 13 Seller Initials: TKW & CEC  
 Pennsylvania Association of REALTORS COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS © 2018

Addendum #1 is attached.

Sale contingent upon Buyer's and Seller's review and mutual acceptance of all language noted in Buyer's title report, including property deed description. Said report to be generated and distributed to all parties within 9 days of agreement of sale execution. Buyer and Seller shall disclose to all parties whether or not each accepts all language noted in Buyer's title report. Said disclosure shall be made in writing and within 5 days of receiving Buyer's title report. Failure to meet any of these timelines shall deem the agreement of sale null and void with all deposit monies returned to Buyer according to the terms of the agreement of sale".

Principal in ABH Builders is licensed to sell real estate in Pa.

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

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

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

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

☒ Aa Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.  
☒ Aa Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.  
☒ Aa Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

Authenti...  
ABH Builders Inc and/or assignee  
BUYER \_\_\_\_\_ DATE 10-07-2019

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

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

SELLER Ronald W. Th... DATE 10/10/2019

SELLER ... DATE 10/15/2019

SELLER ... DATE 10/15/2019

Christopher E. R...



ADDENDUM

PROPERTY: Lot 044 Brookdale Ave, Abington, PA 19001

1) Changed Terms and Conditions

SETTLEMENT - Shall take place within 35 days following the date on which the Buyer receives the Zoning Relief. If Zoning Relief is not approved by Abington Township by ~~January 24, 2020~~, either party may terminate this Agreement of Sale by written notice to the other, in which event the ~~March 15th~~ Deposit shall be returned to Buyer, this Agreement of Sale shall be deemed null and void and neither party shall have further obligations or liabilities hereunder. Buyer and Seller agree to extend the ~~March 15th~~ 2020 deadline until one party terminates this Agreement by written notice to the other. March 15th aa CEK 10-22-19 SK 10-23-19

DISCLOSURE - Principal In ABH Builders Inc is licensed to sell real estate in PA.

WRITTEN ACCEPTANCE - Of all parties will be on or before October 28, 2019.

Date: 10/22/2019  
Authentisign  
ABH Builders Inc and/or assignee  
Signature 10/22/2019 3:54:38 PM EDT BUYER

Date: 10-23-19  
Signature Raymond W. Kuemmerle 3rd

Date: 10-23-19  
Signature Steven M. Kuemmerle

Date: 10-22-19  
Signature Christopher E. Kuemmerle

Addendum

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

PROPERTY Lot 044 Brookdale Ave

Abington, PA 19001

SELLER Raymond W Kuemmerle 3rd, Steven M Kuemmerle, Christopher E Kuemmerle

BUYER ABH Builders Inc, and/or Assignees

DATE OF AGREEMENT October 7, 2019

Tax ID# 30-00-05344-008

**DUE DILIGENCE** - Buyer shall have a period commencing on the Agreement Execution Date and expiring at 11:59pm Thirty (30) days thereafter (such period called the "Due Diligence Period") to inspect the Premises. During the Due Diligence Period, the Buyer may inspect and/or cause one or more surveyors, engineers, architects, environmental consultants and/or other experts of the Buyer's choice to inspect, examine, survey, appraise and otherwise do that which, in the opinion of the Buyer, is necessary for the Buyer to satisfy itself with regard to the physical condition of the Premises intended by the Buyer, and all other aspects of the Premises (the "Due Diligence"). If at any time prior to the expiration of the Due Diligence Period the Buyer determines that it is not satisfied for any reason, in its sole discretion, with the results of the investigation, or the status of any other condition of or relating to the Premises, whether known or unknown on the Agreement Date, and notifies the Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by the Buyer or the Seller, become null and void, all deposit monies shall be returned to Buyer and all of the parties to the Agreement shall be released from any and all further obligation or liability hereunder.

**ZONING RELIEF** - The Agreement of Sale shall be contingent upon Buyer, at Buyer's expense, obtaining the necessary variances, conditional use approval, and any other zoning relief required from Abington Township to permit Buyer to construct a single family detached dwelling on the property of no less than 20 feet wide (collectively, the "Zoning Relief"). In the event that Buyer is unable to obtain the Zoning Relief, or if Buyer determines that Buyer will be unable to obtain the Zoning Relief on terms and conditions as are reasonably acceptable to Buyer in Buyer's sole discretion, then Buyer shall have the option of terminating this Agreement of Sale by delivery of written notice to Seller, in which event the Deposit shall be returned to Buyer, this Agreement of Sale shall be deemed null and void and neither party shall have further obligations or liabilities hereunder. The Zoning Relief shall not be deemed to have been obtained until any applicable appeal periods have expired without an appeal having been filed in opposition thereto.

Continued... See Addendum Changed Terms and Conditions 1

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

WITNESS \_\_\_\_\_ BUYER ABH Builders Inc and/or assignees DATE 10/22/2019  
ABH Builders Inc

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
and/or Assignees

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ SELLER [Signature] DATE 10-23-19  
Raymond W Kuemmerle 3rd

WITNESS \_\_\_\_\_ SELLER [Signature] DATE 10-23-19  
Steven M Kuemmerle

WITNESS \_\_\_\_\_ SELLER [Signature] DATE 10-23-19  
Christopher E Kuemmerle



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