

## LEGAL NOTICE

**NOTICE IS HEREBY GIVEN** that on January 17, 2024, at 7:00 P.M. at the Community Hall located at 1031 Valley Forge Road, Fairview Village, PA, the Board of Supervisors of Worcester Township will hold a public hearing, during a public meeting, regarding the Conditional Use Application of Variety - the Children's Charity of the Delaware Valley ("Applicant") to permit installation of lighting for a turf field and parking area on the Property.

A brief description and location of the real estate to be affected by the Conditional Use is tax parcel no. 67-00-02842-00-7 located at 2950 Potshop Road, Worcester, PA, 19490, in Worcester Township, Montgomery County, PA ("Property"). The Property consists of approximately 78.035± acres, and is presently improved with a special needs camp, school/development center. The property is located within the Worcester Township AGR Agricultural Zoning District.

Applicant requests approval of a conditional use pursuant to Section 150-11(C)(2)(b) of the Worcester Township Zoning Ordinance to install lighting for a turf field and parking area on the Property.

A copy of the Conditional Use Application summarized above is on file and available for examination by the public at the Worcester Township Office, located at 1721 Valley Forge Road, Worcester, PA, 19490. Please visit the Township website for the hours of operation. If you are a person with a disability and wish to attend this public meeting/public hearing, and require an auxiliary aid, service or other accommodation to participate, please contact the Township Manager at 610-584-1410 at least five (5) days prior to the public hearing/public meeting to discuss how the Township may best accommodate your needs.

Sean Halbom  
Worcester Township Manager



Eastburn and Gray, PC

Attorneys at Law

**Marc D. Jonas, Esquire**

470 Norristown Road, Suite 320

Blue Bell, PA 19422

(215) 542-9345

[mjonas@eastburngray.com](mailto:mjonas@eastburngray.com)

November 14, 2023

Worcester Township  
ATTN: Sean Halbom  
1721 South Valley Forge Road  
P.O. Box 767  
Worcester, PA 19490

**RE: Conditional Use Application for Variety – The Children’s Charity of the Delaware Valley**

Dear Mr. Halbom:

On behalf of the applicant, Variety – The Children’s Charity of the Delaware Valley, enclosed are the following materials submitted relating to our client’s application for a conditional use:

1. 10 copies of the completed and signed Worcester Township application for conditional use including an explanatory addendum to the application.
2. 10 copies of the deed to the subject property.
3. 10 copies of the Lighting System plan, sheets 1-8, prepared by Musco Lighting, dated November 13, 2023.
4. A check in the amount of \$1,000.00 payable to Worcester Township for the application fee.
5. A flash drive containing a pdf of all application materials.

Please confirm receipt of the application, timestamp a copy of the application, and return to us.

Please provide us with notice of the date and time of the hearing on the application and of any other meeting at which the application will be discussed. Please send to us copies of any review letters or other communications received or sent by the Township relating to the application.

Should you have any questions or require additional information, please contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marc D. Jonas". The signature is written in a cursive, flowing style with a prominent loop at the end of the last name.

MARC D. JONAS

# Variety – the Children’s Charity of the Delaware Valley

Worcester, PA

## Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1-P16	12'	12'	1	Cree OSQ	0.10 kW	B
R1-R14	12'	12'	1	Cree OSQ	0.10 kW	B
S1-S4	70'	70'	1	TLC-LED-1200	1.17 kW	A
		70'	7	TLC-LED-1500	9.87 kW	A
<b>34</b>			<b>62</b>		<b>47.28 kW</b>	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Soccer	44.16 kW	32
B	Parking	3.12 kW	30

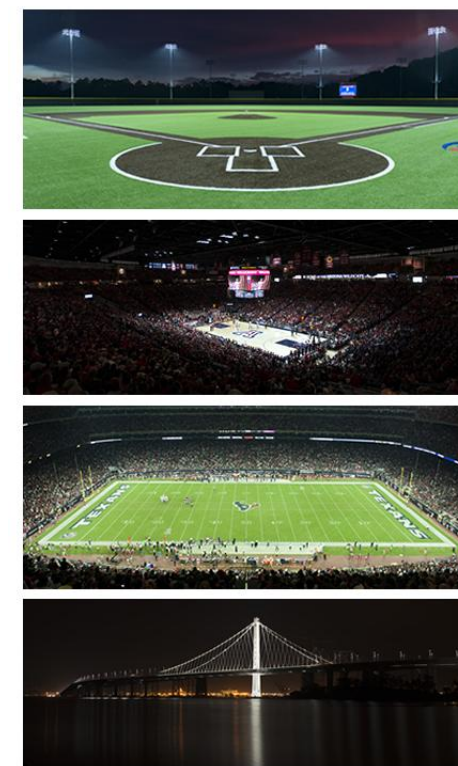
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
Cree OSQ	LED 5700K - 70 CRI	104W	14,229	--	--	--	16
Cree OSQ	LED 5700K - 70 CRI	104W	14,973	--	--	--	14
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	4
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	28

Single Luminaire Amperage Draw Chart							
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage							
CREE OSQ	-	-	-	-	0.3	-	0.2
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6

## Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Parking	Horizontal	2.33	0	13	117.84		B	30
Property Spill - HZ	Horizontal	0	0	0	0.00		A,B	62
Property Spill - VT	Max Vert Illuminance (by Light Bank)	0.06	0	2	1060.77		A,B	62
Roadway	Horizontal	2.24	0	8	22.83		B	30
Soccer	Horizontal Illuminance	51.8	45	64	1.43	1.15	A	32

## From Hometown to Professional



SHEET 1 OF 8



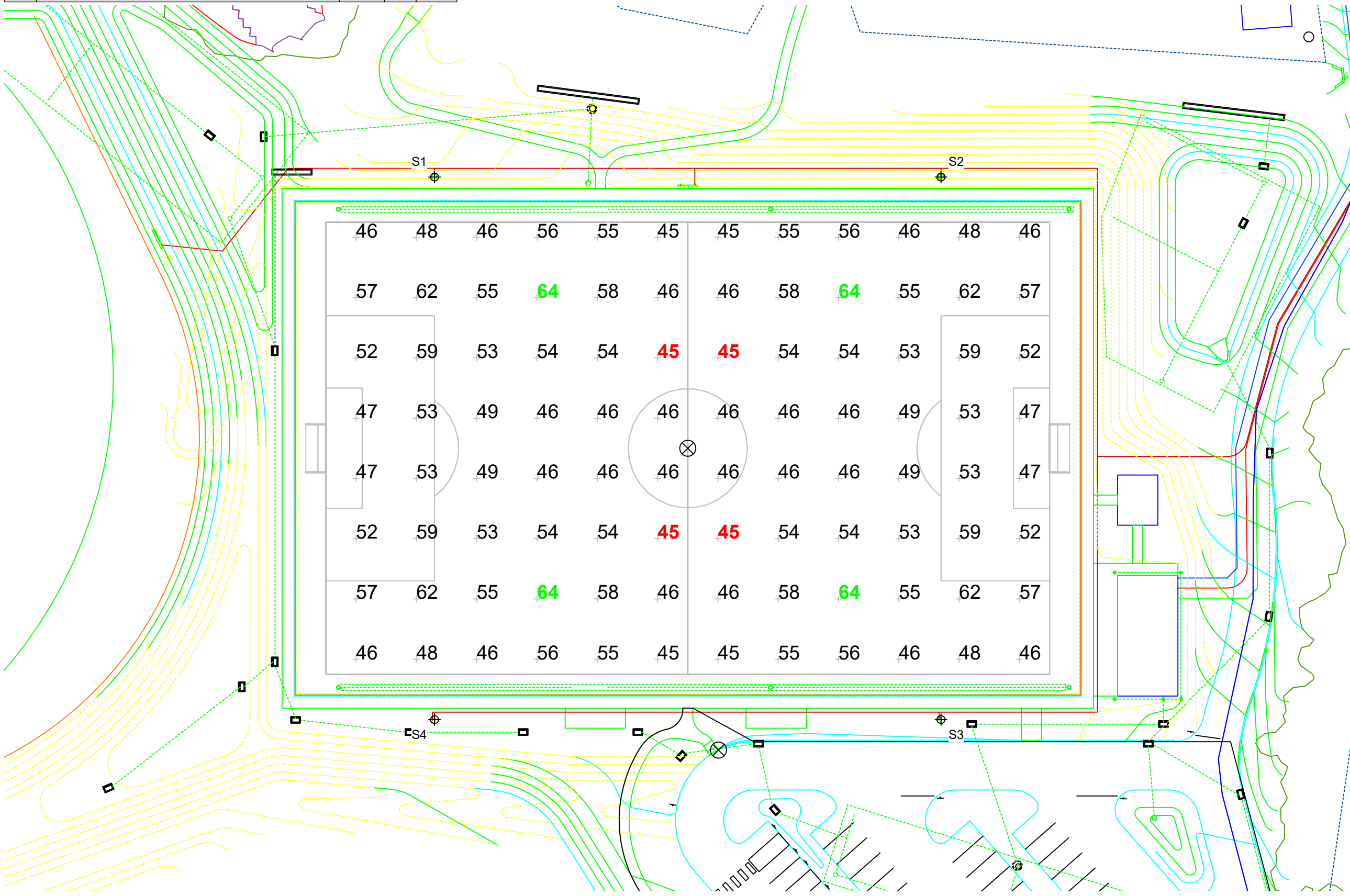
**We Make It Happen.**

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

Equipment List For Areas Shown				Luminaires				
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70.0'	TLC-LED-1200	1	1	0
				70.0'	TLC-LED-1500	7	7	0
4				Totals		32	32	0

Grid Summary	
Name	Soccer
Size	360' x 225'
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average	50
Scan Average	51.77
Maximum	64
Minimum	45
Avg/Min	1.16
Guaranteed Max/Min	2
Max/Min	1.43
UG (adjacent pts)	1.29
CU	0.78
No. of Points	96
<b>LUMINAIRE INFORMATION</b>	
Applied Circuits	A
No. of Luminaires	32
Total Load	44.16 kW



**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
19	P1-P16 R6-R8	12'	-	12'	CREE OSQ	1	1	0
1	R1	12'	-	12'	CREE OSQ	1	1	0
2	R2 R14	12'	-	12'	CREE OSQ	1	1	0
1	R3	12'	-	12'	CREE OSQ	1	1	0
1	R4	12'	-	12'	CREE OSQ	1	1	0
1	R5	12'	-	12'	CREE OSQ	1	1	0
1	R9	12'	-	12'	CREE OSQ	1	1	0
1	R10	12'	-	12'	CREE OSQ	1	1	0
1	R11	12'	-	12'	CREE OSQ	1	1	0
1	R12	12'	-	12'	CREE OSQ	1	1	0
1	R13	12'	-	12'	CREE OSQ	1	1	0
30	Totals					30	30	0

Grid Summary	
Name	Parking
Size	20.0' x 20.0'
Spacing	20.0' x 20.0'
Height	3.0' above grade

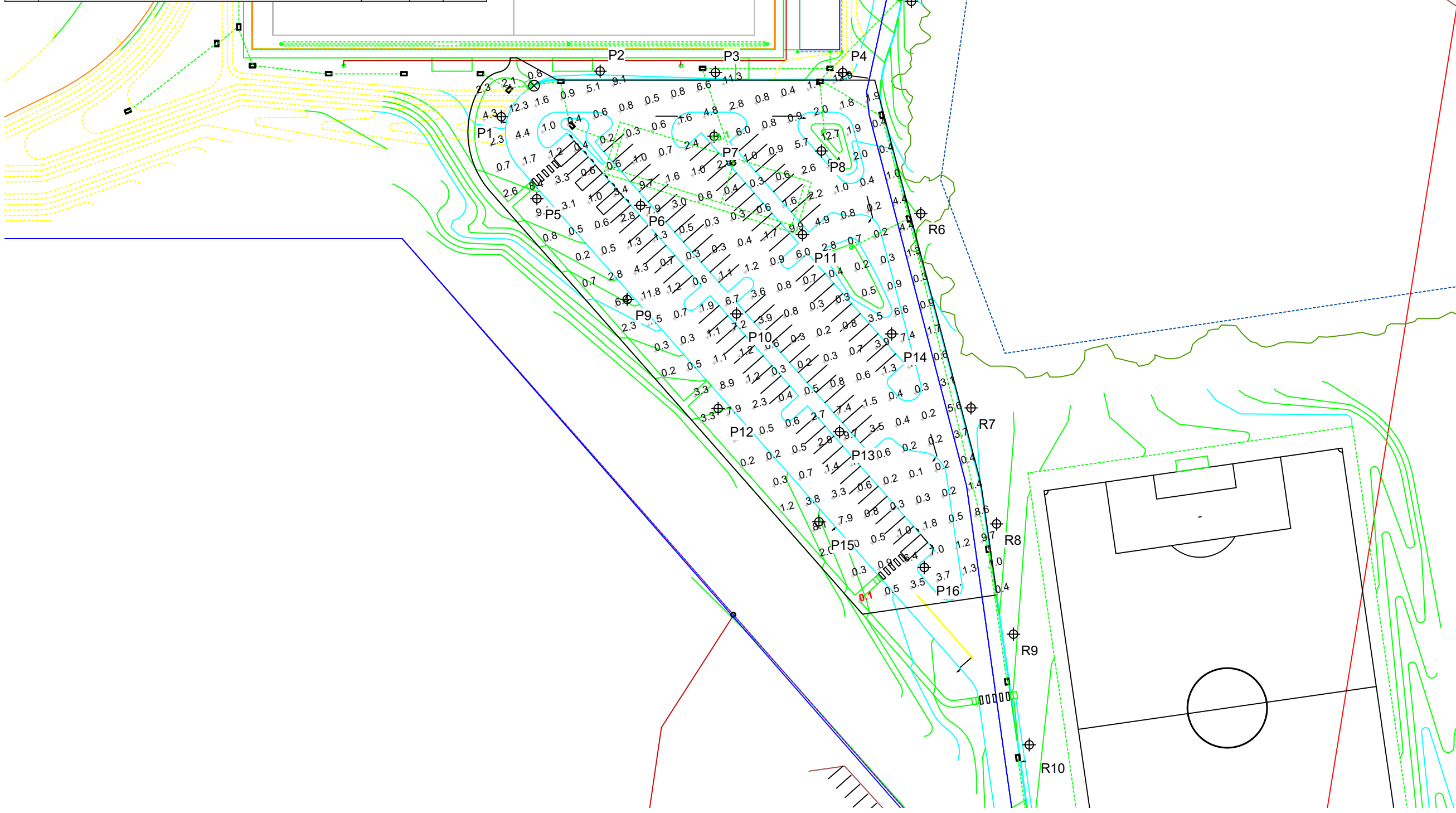
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average	2.33
Maximum	13
Minimum	0
Avg/Min	21.04
Max/Min	117.84
UG (adjacent pts)	31.92
CU	0.45
No. of Points	229
LUMINAIRE INFORMATION	
Applied Circuits	B
No. of Luminaires	30
Total Load	3.12 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

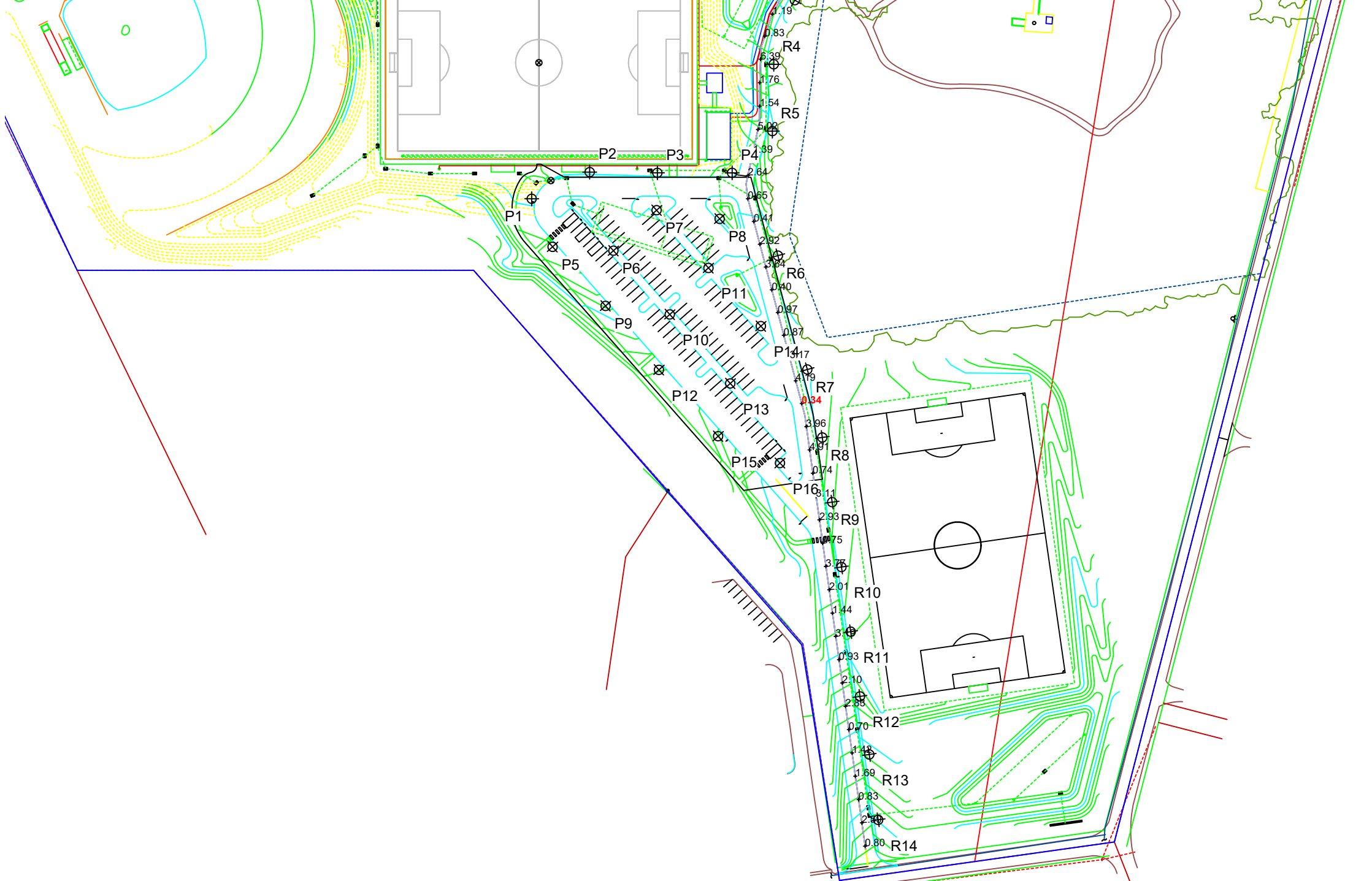


Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗





Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
19	P1-P16 R6-R8	12'	-	12'	CREE OSQ	1	1	0
1	R1	12'	-	12'	CREE OSQ	1	1	0
2	R2 R14	12'	-	12'	CREE OSQ	1	1	0
1	R3	12'	-	12'	CREE OSQ	1	1	0
1	R4	12'	-	12'	CREE OSQ	1	1	0
1	R5	12'	-	12'	CREE OSQ	1	1	0
1	R9	12'	-	12'	CREE OSQ	1	1	0
1	R10	12'	-	12'	CREE OSQ	1	1	0
1	R11	12'	-	12'	CREE OSQ	1	1	0
1	R12	12'	-	12'	CREE OSQ	1	1	0
1	R13	12'	-	12'	CREE OSQ	1	1	0
30	Totals					30	30	0



Grid Summary	
Name	Roadway
Spacing	30.0' x 10.0'
Height	3' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average	2.24
Maximum	8
Minimum	0
Avg/Min	6.61
Max/Min	22.83
UG (adjacent pts)	0.00
CU	0.06
No. of Points	43
<b>LUMINAIRE INFORMATION</b>	
Applied Circuits	B
No. of Luminaires	30
Total Load	3.12 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
19	P1-P16 R6-R8	12'	-	12'	CREE OSQ	1	1	0
1	R1	12'	-	12'	CREE OSQ	1	1	0
2	R2 R14	12'	-	12'	CREE OSQ	1	1	0
1	R3	12'	-	12'	CREE OSQ	1	1	0
1	R4	12'	-	12'	CREE OSQ	1	1	0
1	R5	12'	-	12'	CREE OSQ	1	1	0
1	R9	12'	-	12'	CREE OSQ	1	1	0
1	R10	12'	-	12'	CREE OSQ	1	1	0
1	R11	12'	-	12'	CREE OSQ	1	1	0
1	R12	12'	-	12'	CREE OSQ	1	1	0
1	R13	12'	-	12'	CREE OSQ	1	1	0
4	S1-S4	70'	-	70'	TLC-LED-1200	1	1	0
					TLC-LED-1500	7	7	0
34				Totals		62	62	0

Grid Summary	
Name	Property Spill - HZ
Size	360' x 225'
Spacing	30.0' x 10.0'
Height	3' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average	0.00
Maximum	0
Minimum	0
Avg/Min	-
Max/Min	-
UG (adjacent pts)	0.00
CU	0.00
No. of Points	161
LUMINAIRE INFORMATION	
Applied Circuits	A,B
No. of Luminaires	62
Total Load	47.28 kW



**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

NOTES: The values shown on this sheet account for the elevation changes at the property line from field level.

SHEET 5 OF 8



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

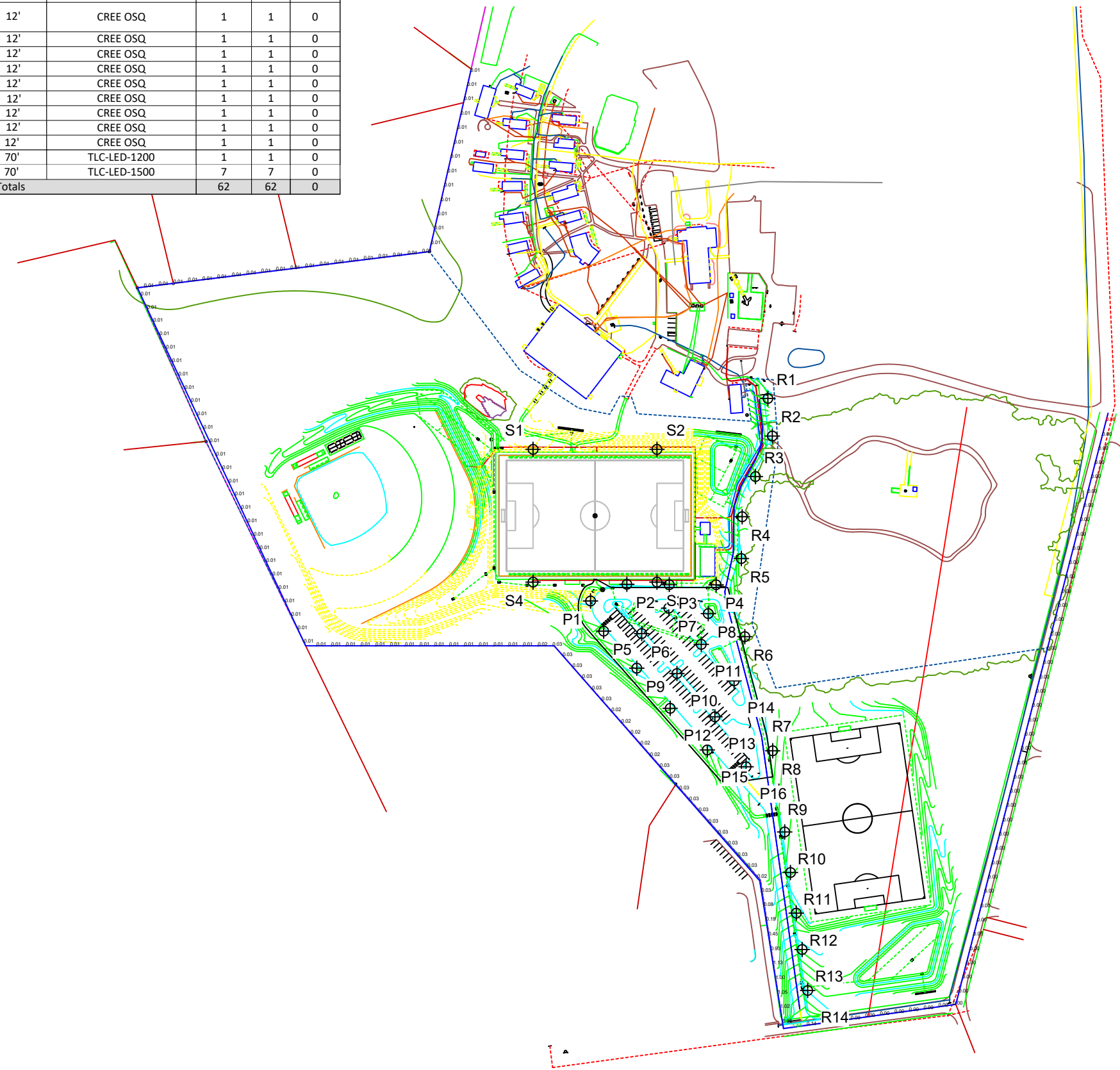
Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
19	P1-P16 R6-R8	12'	-	12'	CREE OSQ	1	1	0
1	R1	12'	-	12'	CREE OSQ	1	1	0
2	R2 R14	12'	-	12'	CREE OSQ	1	1	0
1	R3	12'	-	12'	CREE OSQ	1	1	0
1	R4	12'	-	12'	CREE OSQ	1	1	0
1	R5	12'	-	12'	CREE OSQ	1	1	0
1	R9	12'	-	12'	CREE OSQ	1	1	0
1	R10	12'	-	12'	CREE OSQ	1	1	0
1	R11	12'	-	12'	CREE OSQ	1	1	0
1	R12	12'	-	12'	CREE OSQ	1	1	0
1	R13	12'	-	12'	CREE OSQ	1	1	0
4	S1-S4	70'	-	70'	TLC-LED-1200	1	1	0
					TLC-LED-1500	7	7	0
34				Totals		62	62	0

Grid Summary	
Name	Property Spill - VT
Size	360' x 225'
Spacing	30.0' x 10.0'
Height	5' above grade

Illumination Summary	
MAINTAINED VERTICAL FOOTCANDLES: 90" TILT	
Scan Average	Entire Grid 0.06
Maximum	2
Minimum	0
Avg/Min	40.26
Max/Min	1060.77
UG (adjacent pts)	0.00
CU	0.00
No. of Points	161
<b>LUMINAIRE INFORMATION</b>	
Applied Circuits	A,B
No. of Luminaires	62
Total Load	47.28 kW



**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

NOTES: The values shown on this sheet account for the elevation changes at the property line from field level.

SHEET 6 OF 8



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

SCALE IN FEET 1 : 250  
0' 250' 500'  
ENGINEERED DESIGN By: Nathan Chizek, LC • File #229037E • 13-Nov-23

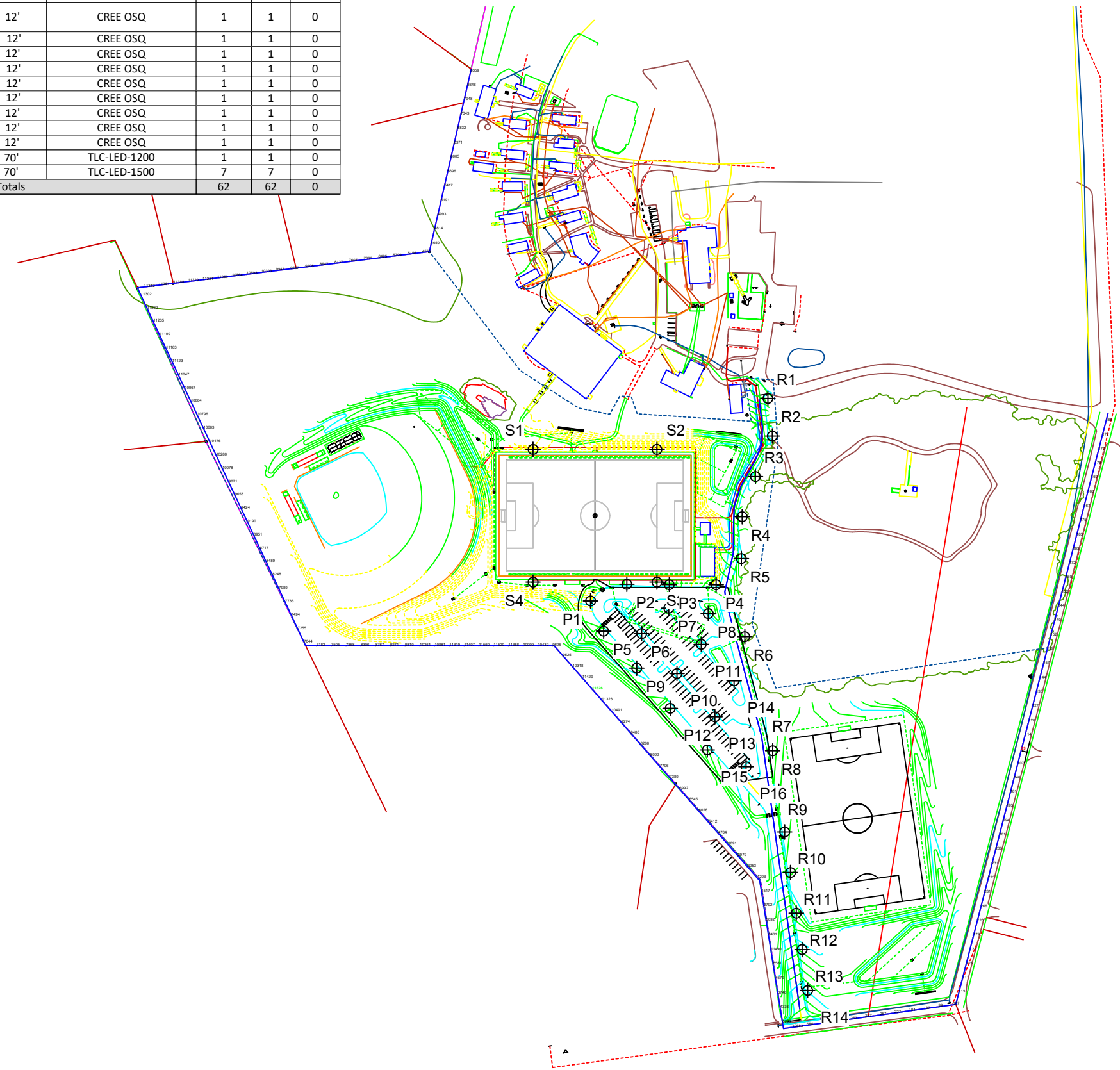
Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ILLUMINATION SUMMARY

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
19	P1-P16 R6-R8	12'	-	12'	CREE OSQ	1	1	0
1	R1	12'	-	12'	CREE OSQ	1	1	0
2	R2 R14	12'	-	12'	CREE OSQ	1	1	0
1	R3	12'	-	12'	CREE OSQ	1	1	0
1	R4	12'	-	12'	CREE OSQ	1	1	0
1	R5	12'	-	12'	CREE OSQ	1	1	0
1	R9	12'	-	12'	CREE OSQ	1	1	0
1	R10	12'	-	12'	CREE OSQ	1	1	0
1	R11	12'	-	12'	CREE OSQ	1	1	0
1	R12	12'	-	12'	CREE OSQ	1	1	0
1	R13	12'	-	12'	CREE OSQ	1	1	0
4	S1-S4	70'	-	70'	TLC-LED-1200	1	1	0
					TLC-LED-1500	7	7	0
34				Totals		62	62	0

Grid Summary	
Name	Property Glare
Size	360' x 225'
Spacing	30.0' x 10.0'
Height	5' above grade

Illumination Summary	
MAINTAINED VERTICAL FOOTCANDLES: 90" TIR	
Scan Average	Entire Grid 5755.03
Maximum	11626
Minimum	99
Avg/Min	57.95
Max/Min	117.07
UG (adjacent pts)	0.00
CU	0.00
No. of Points	161
<b>LUMINAIRE INFORMATION</b>	
Applied Circuits	A,B
No. of Luminaires	62
Total Load	47.28 kW



**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

NOTES: The values shown on this sheet account for the elevation changes at the property line from field level.

SHEET 7 OF 8



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



**Equipment Layout**

**INCLUDES:**  
 - Parking  
 - Soccer

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

**Equipment List For Areas Shown**

QTY	Pole			Luminaires		
	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE
19	P1-P16 R6-R8	12'	-	12'	CREE OSQ	1
1	R1	12'	-	12'	CREE OSQ	1
2	R2 R14	12'	-	12'	CREE OSQ	1
1	R3	12'	-	12'	CREE OSQ	1
1	R4	12'	-	12'	CREE OSQ	1
1	R5	12'	-	12'	CREE OSQ	1
1	R9	12'	-	12'	CREE OSQ	1
1	R10	12'	-	12'	CREE OSQ	1
1	R11	12'	-	12'	CREE OSQ	1
1	R12	12'	-	12'	CREE OSQ	1
1	R13	12'	-	12'	CREE OSQ	1
4	S1-S4	70'	-	70'	TLC-LED-1200	1
				70'	TLC-LED-1500	7
34	Totals					62

**Single Luminaire Amperage Draw Chart**

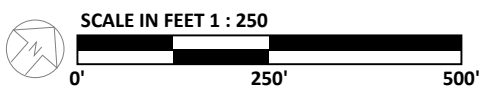
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
CREE OSQ	-	-	-	-	0.3	-	0.2
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6

SHEET 8 OF 8



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

EQUIPMENT LAYOUT



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

011805

JUL 29 3 31 PM '85

No. 661/S

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila

# This Indenture, Made the

2nd day of July in the year of our Lord one thousand nine hundred eighty-five (1985)

Between RAMON POSEL and SIDNEY POSEL, Trustees of Residuary Trust under the Will of Leo Posel, deceased, parties of the first part, and PHILADELPHIA VARIETY CLUB CAMP, a Pennsylvania non-profit corporation, party of the second part

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fifty-Five Thousand Dollars (\$55,000.00)

lawful money of the United States of America, to — them — well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, — have — remised, released and quit-claimed, and by these presents, — do — remise, release and quit-claim unto the said party of the second part, and to its successors

and assigns forever, All

158963 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX JUL 29 85 550.00  
P3.1160

REALTY TRANS. TAX PAID  
STATE 550.00  
LOCAL 550.00  
FER JB

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
47 00-02042-00-7 WORCESTER DBK 1598  
POTSHOP RD PG 0001  
POSEL LEO  
B 017 U 001 # 2110 DATE 7/29/85 1720

BOOK 4773 PG 1479

16.50  
2

B



ALL THAT CERTAIN lot or piece of land situate in the Township of Worcester, Montgomery County, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a round spike set in the center of Fairview Road (33 feet wide) said point being also the corner of land of Arthur Brunner and the Worcester United Evangelical Church; thence along center line of Fairview Road by other land now or late of Milton O. Landis North 38 degrees 54 minutes East passing through the round spike set in the intersection of the center line in the Fairview Road at the Heebner Road 535.73 feet to round spike; thence bearing to the left still along the center line of the Fairview Road and the land now or late of Milton O. Landis North 28 degrees 22 minutes East 313.49 feet to a point set in the intersection of the Fairview Road and the Krause Road center line; thence along the said Krause Road center line and still by land now or late of Milton O. Landis South 52 degrees 21 minutes East 840.69 feet to an iron pin in the center of Krause Road (33 feet wide) being also a corner of land now or late of Arthur Brunner; thence by the latter South 52 degrees 14 minutes West 1,150.84 feet to an iron pin in a line of land now or late of Arthur Brunner; thence by the latter North 24 degrees 39 minutes West 578.29 feet to the place of beginning.

CONTAINING within said metes and bounds 15.241 acres, be the same more or less.

ALL THAT CERTAIN message and farm, situate in the Township of Worcester, Montgomery County, State of Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point in the middle of a public road called Krause Avenue leading to Fairview Village and Center Point Road; thence by land now or late of D. D. Forter South 50 degrees West 74 perches more or less to line of land now or late of Mary C. Port; thence by said line now or late of Mary C. Port North 63 degrees 40 minutes West 80.30 perches to a corner; thence by land now or late of Arthur Brunner North 43 degrees 45 minutes East 35.96 perches and North 24 degrees 18 minutes West 41.11 perches to a corner; thence by land now or late of Milton O. Landis North 50 degrees 30 minutes East 69.71 perches to a corner of middle of first mentioned public road; thence by middle of said road South 52 degrees 40 minutes East 9.17 perches to a stone; thence still by same South 40 degrees 10 minutes East 54.88 perches; thence still by said public road South 23 degrees 25 minutes East 47.80 perches to first mentioned point and place of beginning.

CONTAINING 65.20 acres of land, be the same more or less.



ALSO ALL THAT CERTAIN lot or tract of land with the buildings thereon, situate in the Township of Worcester, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the center line of a public road leading from Krause Avenue to the Schwenksfelder Church a corner of land now or late of Mary C. Port; thence along the line of said Mary C. Port North 57 degrees 50 minutes West 430 feet to a stake a corner; thence along land now or late of William Bidden North 50 degrees East 1220.34 feet to an iron pin in the center of Krause Avenue; thence along the center line of said Krause Avenue South 17 degrees 20 minutes East 444.25 feet to an iron pin at the intersection of the center line of the said Krause Avenue and the Road leading to the Schwenksfelder Church; thence along the center line of said public road leading from Krause Avenue to Schwenksfelder Church Southwesterly 900 feet more or less to the place of beginning.

CONTAINING according to a survey by Hiltner and Hitchcock C.E. 10.60 acres.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania and described according to a plan thereof made by Will D. Hiltner, Registered Surveyor, Norristown, Pennsylvania in December 1948 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Potshop (also known as Krause) Road and the center line of Valley Forge (also known as Fairview) Road; thence extending South 52 degrees 21 minutes 30 seconds East along the center line of Potshop Road 971.59 feet to a point, an angle in the said road; thence South 40 degrees 10 minutes East still along the center line of Potshop Road 413.97 feet to a spike set in the center of said road; thence South 53 degrees 02 minutes West along other land now or late of Leo Posel of which this was a part 300 feet to a stake; thence South 40 degrees 10 minutes East still along other land now or late of Leo Posel 457.68 feet to a stake; thence South 28 degrees 00 minutes East still along other land now or late of Leo Posel 1,258.63 feet to a spike set in the center line of Church Road; thence South 44 degrees 35 minutes West along the center line of Church Road 714.50 feet to a spike; thence North 63 degrees 26 minutes 10 seconds West along line of land of Eugene F. Kindlan 1,753.81 feet to a stake; thence North 44 degrees 17 minutes East along line of land of Howard A. Brunner 597.81 feet to a stake set in root of a 30 inch Maple; thence North 24 degrees 16 minutes 20 seconds West still along line of land now or late of Howard A. Brunner 1,274.85 feet to a spike in the center line of said Valley Forge Road; thence North 39 degrees 39 minutes East along the center line of Valley Forge Road 535.73 feet to a spike; thence North 29 degrees 07 minutes East still along the center line of Valley Forge Road 312.52 feet to the first mentioned point and place of beginning.

CONTAINING 79.612 acres.

ALSO EXCEPTING THEREOUT AND THEREFROM A certain tract or parcel of land in Worcester Township, Montgomery County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in a boundary line between lands now or late of Leo Posel, et ux and lands of the Philadelphia Variety Club, et al, and being situate North 22 degrees 48 minutes West 700.00 feet more or less, from the center of Church Road and the common corner between the aforesaid land; thence from the aforesaid point of beginning and binding said lands of the Philadelphia Variety Club as follows: (1) North 22 degrees 48 minutes West 540.00 feet, more or less (2) North 10 degrees 38 minutes West 70.00 feet, more or less, to a point; thence leaving said lands and running over and across the aforesaid lands now or late of Leo Posel as follows: (1) North 58 degrees 00 minutes East 170.00 feet, more or less (2) South 32 degrees 00 minutes East 570.00 feet, more or less (3) South 53 degrees 30 minutes West 250.00 feet, more or less to the point or place of beginning.

CONTAINING 2.80 acres of land, more or less.

BEING ASSESSMENT PARCEL NUMBER 67-00-02842-00-7.

BEING part of the same premises which The First National Bank of Lansdale by Deed dated August 8, 1944 and recorded in Montgomery County, in Deed Book 1598 page 1 conveyed unto Leo Posel in fee.

And the said Leo Posel died on June 3, 1975, leaving a Will probated and registered at Montgomery County as Will No. 46-75-1526, wherein Letters Testamentary were granted unto Ramon Posel on June 26, 1975.

And by Adjudication of the First and Final Account of Ramon Posel, Executor of the Estate of Leo Posel, deceased, and Schedule of Distribution in accordance therewith approved and filed 6/21/1979 in Orphans Court #77271 the premises was awarded to Ramon Posel and Sidney Posel, Trustees of Residuary Trust per Item Second of the Will of Leo Posel, deceased.

UNDER AND SUBJECT to certain rights of record.

BOOK 4773 PG 1482

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest,

property, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said part Y- of the second part, its successors

and assigns forever, SUBJECT as aforesaid.

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

Sealed and Delivered }  
IN THE PRESENCE OF US: }

Ramon Posel (SEAL)  
RAMON POSEL

Sidney Posel (SEAL)  
SIDNEY POSEL

Trustees of Residuary Trust  
under the Will of Leo Posel,  
deceased

55.710-  
A. H. H. H. H. H.

The State of Pennsylvania  
Notary Public

Commonwealth of Pennsylvania } SS.  
County of Philadelphia }

On this, the second day of July, 1985, before me, the undersigned Officer, a Notary Public in and for the County and State aforesaid,

RAMON POSEL and SIDNEY POSEL, Trustees of Residuary Trust under the Will of Leo Posel, deceased, personally appeared known to me (satisfactorily proven) to be the persons whose names (are) subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Bess Connor  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

BESS CONNOR  
Notary Public, Phila., F.M.A. Co.  
My Commission Expires Dec. 7, 1988

BOOK 4773:1483

Commonwealth of Pennsylvania  
County of

SS.

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me

the undersigned Officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he as such \_\_\_\_\_, 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

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

COPIES RETURNED TO THE INSURANCE COMPANY  
c 782 684 ROS  
**DEED.**

~~RAMON POSEL, and SIDNEY POSEL,~~  
Trustees of Residuary Trust  
under the Will of Leo Posel,  
deceased

TO

PHILADELPHIA VARIETY CLUB  
CAMP, a Pennsylvania  
non-profit corporation

Premises:

Fairview and Krause Roads  
Worcester Township  
Montgomery County, PA

CEN NO. 67-00-02842-00-7

1983 John C. Clark Company, Philadelphia. 664/S

Prepared By:

James R. Williams, Esquire  
WOLF, BLOCK, SCHORR and  
SOLIS-COHEN  
Twelfth Floor, Packard Bldg.  
Philadelphia, PA 19102



Montgomery County S. S.

Recorded in the Office for Recording of Deeds & c.

In and for said county in Deeds book

No. 4773 Page 1479 & c.

Witness my hand and seal of office this 29

day of July 19 85

*James R. Price*

Recorder

BOOK 4773Pg 1484

The address of the above-named Grantee  
is W. Penn. Hotel, Phila. Pa. 19103

On behalf of the Grantee

DEED OF TRUST

THIS INDENTURE, made the 25<sup>th</sup> day of April  
1949,

BETWEEN LEO POSEL and VERA POSEL, his wife, of Philadelphia, Pennsylvania, (hereinafter designated as "SETTLORS") parties of the first part, and THE PHILADELPHIA VARIETY CLUB CAMP, a non-profit corporation, organized in the State of Pennsylvania (hereinafter designated as "TRUSTEE"), party of the second part, and VARIETY CLUB OF PHILADELPHIA, a non-profit corporation organized in the State of Pennsylvania, which caused TRUSTEE to be formed as a corporation for the purpose of operating its major-charitable project, party of the third part,

WITNESSETH: That the SETTLORS, for the purpose of founding and endowing in perpetuity a summer camp for handicapped or underprivileged children, to be known as "THE PHILADELPHIA VARIETY CLUB CAMP", (hereinafter designated as "CAMP") do hereby make, constitute and appoint TRUSTEE and its successors to erect, equip, maintain, direct and manage the CAMP upon, under and subject to the trusts and conditions hereinafter declared, and for that purpose have granted, bargained, sold, aliened, conveyed, released, conveyed and confirmed, and by these presents, do grant, bargain, sell, alien convey, release, convey and confirm unto TRUSTEE, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected SITUATE in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania and described according to a plan thereof made by Will D. Hiltner, Registered Surveyor, Horriatown, Pennsylvania in December 1948 as follows, to wit: BEGINNING at a point formed by the intersection of the center line of Potshop (also known as Krause) Road and the center line of Valley Forge (also known as Fairview) Road; thence extending South Fifty-two degrees, twenty-one minutes, thirty seconds East along the center line of Potshop Road Nine hundred seventy-one and fifty-nine one-hundredths feet to a point, an angle in the said road; thence South Forty degrees, ten minutes East still along the center line of Potshop Road Four hundred thirteen and ninety-seven one-hundredths feet to a spike set in the center of said road; thence South Fifty-three degrees, two minutes West along other land of Leo Posel of which this was a part Three hundred feet to a stake;



thence South Forty degrees, ten minutes East still along other land of Leo Pocol Four hundred fifty-seven and sixty-eight one-hundredths feet to a stake; thence South Twenty-eight degrees, no minutes East still along other land of Leo Pocol One thousand two hundred fifty-eight and sixty-three one-hundredths feet to a spike set in the center line of Church Road; thence South Forty-four degrees, thirty-five minutes West along the center line of Church Road Seven hundred fourteen and five one-hundredths feet to a spike; thence North Sixty-three degrees, twenty-six minutes, ten seconds West along line of land of Eugene F. Kinslan One thousand seven hundred fifty-three and eighty one-hundredths feet to a stake; thence North Forty-four degrees, seventeen minutes East along line of land of Howard A. Brunner Five hundred ninety-seven and eighty-one one-hundredths feet to a spike set in root of a thirty inch Maple; thence North Twenty-four degrees, sixteen minutes, twenty seconds West still along line of land of Howard A. Brunner One thousand two hundred seventy-four and eighty-five one-hundredths feet to a spike in the center line of said Valley Forge Road; thence North Thirty-nine degrees, thirty-nine minutes East along the center line of Valley Forge Road Five hundred thirty-five and seventy-three one-hundredths feet to a spike; and thence North Twenty-nine degrees, seven minutes East still along the center line of Valley Forge Road Three hundred twelve and fifty-two one-hundredths feet to the first mentioned point and place of beginning. Containing Seventy-nine and six hundred twelve one-thousandths (.79.612) acres.

BEING a part of the same premises which The First National Bank of Lansdale, a corporation incorporated under the laws of the United States of America, by deed bearing date the 8th day of August, 1944, and recorded in the Office for Recording of Deeds in and for the County of Montgomery, State of Pennsylvania in Deed Book 1593, page 1, etc. granted and conveyed unto the said Leo Pocol in fee.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and every part and parcel thereof, and all the estate, right, title interest, use, trust property, possession, claim and demand whatsoever, both in law and equity, of the said parties 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 successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

Upon and subject to the trusts and confidences and for the several uses, intents, and purposes hereinafter mentioned declared of and concerning the same, that is to say: in trust for a permanent CAMP for underprivileged or handicapped children, and

33F

the requisite teachers, counsellors, and other persons necessary in and about such CAMP, and the maintenance and support as herein-after prescribed of such children: to collect and receive the rents, revenues, and income therefrom, if any, and apply the entire net revenue, income, rents, issues and profits thereof to support and maintain the said CAMP, and increase the facilities and efficiency thereof, and to use the same in such manner as is in their discretion most advantageous to the purposes of the trust, to keep the said lands and buildings thereon in good repair, to renew and improve the same when necessary by erecting new buildings thereon, to direct and supervise the disposition of the products thereof, the revenues or income derived therefrom to be paid to and received and collected by the TRUSTEE as hereinbefore provided.

1. In consideration of the conveyance of said demised premises to it by SETTLORS, TRUSTEE covenants and agrees as follows:

(a) To operate the demised premises as a camp for underprivileged or handicapped children and for no other purpose or purposes.

(b) To operate and conduct the CAMP continuously without interruption, during each and every CAMP season hereafter in a lawful, efficient and proper manner; PROVIDED, however, it shall not be deemed a violation of this covenant if TRUSTEE shall be prevented from operating said premises as a camp in any season or seasons by reason of fire, the effects of storm, or other acts of God, disease, pestilence, war, condemnation, or other acts or happenings beyond control of TRUSTEE; and PROVIDED FURTHER, that in the event the demised premises become unsuitable for the purposes of a recreational camp due to adjacent industrial or commercial developments or the growth of the towns or cities in its vicinity, and TRUSTEE shall, in its discretion, make such determination, then, in that event, TRUSTEE shall sell said

377

property and distribute the proceeds in accordance with Paragraph 10 hereinafter provided.

(c) To promptly repair, rebuild and restore the buildings and equipment thereon, or any of them, immediately after the same or any part thereof shall or may have become damaged or destroyed by fire, casualty or other cause, and to generally keep and maintain the buildings, structures, and improvements, now erected thereon, or which may be hereafter erected, in good order and repair, reasonable wear and tear excepted. Failure on the part of the TRUSTEE to comply with the terms of this covenant for and during any period of two years after the said repairs, rebuilding or restoration shall have become necessary shall be deemed a violation of this covenant.

(d) To pay promptly for any and all labor, material or other costs incident to all repairs and improvements that may be made to the demised premises and to indemnify and save harmless the SETTLORS from any and all liability for the same or any part thereof, or from liability and costs of mechanic's or other liens that may be imposed upon the demised premises by reason of obligations incurred by the TRUSTEE.

(e) To promptly pay all taxes, if any, and other lawful levies and charges that may be assessed or imposed upon the demised premises and/or those imposed upon any building or buildings, improvement or improvements, now erected, or which may in the future be erected upon the demised premises, and to indemnify and save harmless the SETTLORS, their and each of their heirs, executors, administrators and assigns, from the payment of the same, or any of it, or any costs and expenses incident thereto.

(f) To fully and adequately insure the demised premises, including all buildings now erected, or which may in the future be erected thereon, such insurance to include protection against the hazards of fire, flood, storm, earthquake and public liability. That said TRUSTEE shall at all times keep and main-

340

tain the aforesaid insurance in full force and effect by prompt and due payment of the necessary premiums, and by the faithful observance of any and all rules and regulations of the various insurance companies which shall or may insure the devised premises.

(r) To first operate the CAMP during the camp season of the year 1949, provided, however, that TRUSTEE may temporarily limit the number of children who may attend in accordance with the accommodations available and completed at that time.

(h) Comply with any and all requirements and regulations of any of the constituted public authorities and with the terms of any state or federal statute, or local ordinance or regulation applicable to the TRUSTEE in its use of the devised premises and to save harmless the said SETTLORS, their heirs and assigns forever, from any penalties, fees, costs or damages resulting or arising from failure on the part of TRUSTEE so to do.

(1) To employ and maintain at all times upon the devised premises a competent watchman or caretaker.

2. As a further condition of this Trust, TRUSTEE shall be operated and managed by a Board of Directors consisting of such number of members as shall be fixed in TRUSTEE's by-laws, one of whom, at all times during his lifetime, shall be the said LEO POSEL, and said LEO POSEL shall at all times be elected as the President of TRUSTEE and Chairman of its Board of Directors, unless he shall have by writing addressed to the Directors indicated his refusal to accept to serve in the said offices or in the office of Director; upon the death of LEO POSEL a lineal descendant of his, if of full age, sui juris and willing to serve, shall be immediately elected to the Board of Directors of said TRUSTEE, and thereafter, during the term of this Deed of Trust, at all elections of Directors, a lineal descendant of LEO POSEL, if willing to serve, shall be elected as a Director of TRUSTEE, provided such person shall be of full age and sui

60

5



juris; that as Chairman of the Board of Directors and President of the TRUSTEE, LEO POSEL shall have and possess all the usual supervisory powers of the President of a corporation, including the right to select the CAMP DIRECTOR, subject to the approval of the Board of Directors of TRUSTEE, the latter to have full powers of hiring and firing all other employees of the CAMP.

3. The CAMP upon the devised premises shall be operated and conducted by TRUSTEE, exclusively and by no other corporation or organization; that the said CAMP shall at all times hereafter bear the name "PHILADELPHIA VARIETY CLUB CAMP", and no other name, title, variation or modification thereof. At all times the phrase "Erected on land donated by LEO and VERA POSEL" shall be inscribed upon and appear in full directly following the name of the CAMP upon all stationery, advertising, signs, writings or insignia used or employed in connection with the operation of said CAMP by TRUSTEE, or by any other corporation to which the premises may be conveyed in accordance with Paragraph 10 hereof. The said TRUSTEE shall at no time hereafter change, alter or modify its name or corporate title, by legal proceedings or otherwise.

160

4. The SETTLORS and their immediate family, at all times during the lifetime of the SETTLORS or the survivor of them, shall have the right to use and occupy the main dwelling house now erected upon the devised premises, together with free and uninterrupted ingress and egress thereto, as well as reasonable facilities and conveniences related thereto; provided, however, that the SETTLORS shall have the right to authorize and permit the use of any part of the said dwelling house by other persons for uses related to the operation of said CAMP; provided further that the office for the administration of the CAMP may, at the discretion of the Executive Committee of the Board of Directors, be maintained in the said dwelling house.

70



372

5. If it so happen in the future that gifts, bequests, devises of real or personal property may be made to or for the benefit of the CAMP, TRUSTEE is authorized to accept all such gifts, bequests, devises, whenever the terms, conditions, restrictions, or limitations of such gifts, bequests, devises, are not in the opinion of the TRUSTEE in contravention of the objects and purposes of this deed, and all such gifts, bequests, devises, whether made to the CAMP by name, or to the TRUSTEE, or in any manner whatever, shall be paid or transferred by proper conveyance to the TRUSTEE, and be added to and become a part of the corpus or principal of the trust estate or of the income, in aid of which the said gifts, bequests, devises, or any of them may have been made, in the absence of any direction accompanying any such gift, bequest, devise, as to whether the corpus or principal of the trust estate or income is intended to be the recipient of such gift, bequest, devise, the TRUSTEE shall have the power to determine to which of the funds, or in what proportion to both, such gift, bequest, or devise, shall be paid or transferred; provided, however, that if any lands or other real property shall be given, conveyed, or devised, to be held, enjoyed or used for the benefit or purposes of the CAMP, the title to the same shall be held by the TRUSTEE under the same trusts as are herein declared of and concerning the lands conveyed to the TRUSTEE, and with the same power to sell and dispose of the said lands or other real property so given, conveyed, or devised, and under the same trusts, as to the proceeds thereof, as are hereinafter declared of and concerning lands which may be sold by the said TRUSTEE.

6. The TRUSTEE shall on or before the first day of December in each year make out and deliver to the Variety Club of Philadelphia Tent #13 separate statements of principal and income of the trust estate, showing the revenues, receipts,

343

expenses and disbursements for the year ending with the 30th day of September immediately preceding.

7. The TRUSTEE may lease any part or portion of the lands conveyed by this deed, or which may have been bought or otherwise acquired, which in the judgment of the TRUSTEE is not necessary to be kept for the purposes of the CALP, the rental income of the land so leased shall be held by the TRUSTEE and applied to the maintenance of the CALP. The TRUSTEE shall not, however, during the lifetime of SETTLORS, lease the main dwelling house now erected thereon to any person or persons.

8. No part of the corpus or principal of the trust estate, or of the income, arising from the property hereby conveyed, or gifts, bequests, or devises, or other accretions thereto, and all moneys and securities arising therefrom, or made with or acquired by the principal or income thereof, or accretions thereto, shall at any time be applied to any other purpose or purposes than those herein mentioned and appointed.

9. All moneys, gifts, bequests and devises received by the TRUSTEE shall be received, held and used by the TRUSTEE for, upon and subject to the trusts and confidences, and for the uses and purposes hereinafter declared of and concerning the same, and for none other, that is to say:

Out of the moneys received by the TRUSTEE to erect suitable buildings and appurtenances, to lodge, board and instruct as many children as, in the opinion of the TRUSTEE, the revenue and other sources of income authorized to be expended for the purpose will provide for, and to lodge and board as many other persons, such as officers, teachers, agents, workmen and servants, as in the opinion of the

344

344

TRUSTEE it may be necessary or convenient, shall reside upon the premises, for the purpose of fully carrying out the design in view, and of completely establishing and successfully maintaining the CAMP herein intended to be founded; to furnish and fully equip the CAMP with such furniture, materials, machinery, tools, books, equipment and all things needful to carry into effect the general purpose, as in the judgment of the TRUSTEE may be necessary or convenient for the purpose; to pay the insurance, repairs, and renewals of the property, to pay the compensation of officers, agents, teachers, workmen, servants, or other employees, materials and supplies, the maintenance, clothing and instruction, medical, nursing and recreational facilities of the children, the expense of boarding and lodging of such officers and employees whom the TRUSTEE may think it proper shall reside at the CAMP, and any other charge or expense contracted or payable by the TRUSTEE, for, or by reason of the management, maintenance, support, renewal, improvement or repair of the CAMP, its appurtenances and equipment thereto belonging, and of the lands, buildings, and improvements under their care and management. The decision of the TRUSTEE as to what are or may be necessary expenses for the maintenance, support, management, renewal or repairs of the CAMP, and its appurtenances and equipment thereto belonging or appertaining, and of the lands, buildings and improvements under their care and management, shall be final and conclusive upon the subject.

160

0

373

10. In the event the VARIETY CLUB OF PHILADELPHIA in its sole discretion and in accordance with the proper procedure, provided for in the by-laws of said VARIETY CLUB OF PHILADELPHIA, shall decide to discontinue supporting CAMP as a charitable project, it shall so notify TRUSTEE and SETTLORS in writing. Upon receipt of said written notice TRUSTEE, within fifteen (15) days shall offer to sell, transfer, convey and deliver possession of the said CAMP, including the premises with the appurtenances and buildings erected thereon, for such consideration, nominal or otherwise, as TRUSTEE, in its sole discretion shall deem proper, unto another charity or charitable organization which shall be suitably organized and competent to operate the same and who shall agree by proper instrument in writing to operate the said CAMP under the terms and conditions of this trust, and not otherwise, and the TRUSTEE shall have a period of six months within which to obtain such successor or organization.

In the event TRUSTEE cannot obtain a charity which will operate said CAMP in accordance with the terms and conditions of this trust, then SETTLORS, or the survivor of them, shall have the opportunity to obtain such a charity within a further period of six (6) months. At the end of said further six (6) month period, if SETTLORS, or the survivor of them, have failed to obtain a charity to operate the CAMP under the terms and conditions of this trust; then TRUSTEE shall forthwith sell demised premises at public or private sale and, out of the proceeds of said sale, the sum of Thirty-five thousand dollars (\$35,000.00), representing the cost of said premises to SETTLORS, shall be paid to SETTLORS, or the survivor of them, or the heirs, devisees or representatives of the said SETTLORS, or the survivor of them, and the balance of the proceeds shall be paid forthwith to the Heart Fund of the VARIETY CLUB OF PHILADELPHIA.

160

0

0288  
702

376

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Signed, Sealed and Delivered in the presence of:

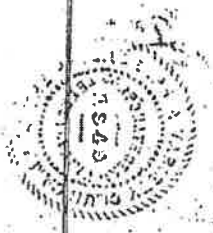
Rose McSpowan  
Isabel M. McRee

W. P. Leo (SEAL)  
W. P. Kern (SEAL)

PARTY OF THE FIRST PART

THE PHILADELPHIA VARIETY CLUB CAMP, of the County of Philadelphia, Pennsylvania, hereby accepts the trusts declared in the above Deed on its part to be observed, kept and performed.

IN WITNESS WHEREOF, it has affixed its corporate seal hereto this 25<sup>th</sup> day of April 1949 and caused the same to be executed by its duly authorized officers and Board of Directors.



Adrius Emanuel  
Vice President  
Louis J. Hoffman  
Secretary

I hereby certify that the consideration is ~~not less~~ One Hundred Dollars

Henry S. Adams



ERECTED INTO A TOWNSHIP IN 1733  
**TOWNSHIP OF WORCESTER**  
AT THE CENTER POINT OF MONTGOMERY COUNTY  
PENNSYLVANIA

1721 Valley Forge Road  
P.O. Box 767  
Worcester, PA 19490

Phone (610) 584-1410  
Fax (610) 584-8901

**THIS SECTION COMPLETED ONLY BY TOWNSHIP:**

APPEAL NO. : \_\_\_\_\_ DATE FILED: \_\_\_\_\_, 20\_\_\_\_

APPLICATION:      **BOARD OF SUPERVISORS**  
                           **ZONING HEARING BOARD**

1.     Date of Application: \_\_\_\_\_

2.     Classification of Appeal (Check one or more, if applicable):
- a.     Appeal from the Zoning Officer's Determination
  - b.     Request for Variance
  - c.     Request for Special Exception
  - d.     Challenges to the Validity of Zoning Ordinance or Map
  - e.     Request for Conditional Use Hearing
  - f.     Request for Amendment to Zoning Map
  - g.     Request for Zoning Ordinance Amendment
  - h.     Request for a Curative Amendment
  - i.     Request for other relief within the Jurisdiction of the Zoning Hearing Board as established in Section 909.1(a) of the Pennsylvania Municipalities Code

3.     Applicant:
- a.     Name: Variety-The Children's Charity of the Delaware Valley
  - b.     Mailing address: 2950 Potshop Road, P.O. Box 609  
Worcester, PA 19490
  - c.     Telephone number: 610-584-4366
  - d.     State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: \_\_\_\_\_ **(REQUIRED)** Legal owner  
**Please attach Deed to prove ownership, an Agreement of Sale to prove equitable ownership, or an Affidavit allowing Tenant to apply for necessary relief.**

4.     Applicant's attorney, if any:
- a.     Name: Marc D. Jonas, Esq.
  - b.     Address: 470 Norristown Road, Suite 302  
Blue Bell, PA 19422
  - c.     Telephone number: 215-542-9345

5. Property Details:

- a. Present Zoning Classification: AGR Agricultural District
- b. Present Land Use: Special needs, camp, school/development center
- c. Location (Street Address):  
2950 Potshop Road, Worcester, PA 19490
- d. Parcel #: 67-00-02842-00-7
- e. Lot Dimensions:
  - (1) Area: 78.035 acres
  - (2) Frontage: \_\_\_\_\_
  - (3) Depth: \_\_\_\_\_
- f. Circle all that apply in regards to the above specified property:
  - Public Water       Public Sewer
  - Private Well       Private Septic
- g. Size, construction, and use of existing improvements; use of land, if unimproved: **(Please submit as an attachment)**

6. Proposed Use(s):

- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). **(Please submit as an attachment)**

7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. **(Please submit as an attachment)**

8. Has any previous appeal been filed concerning the subject matter of this appeal?  
 Yes     No

If yes: specify: **(Please submit as an attachment)**

9. Challenges please list requested issues of fact or interpretation:  
**(Please submit as an attachment)**

10. Worcester Township to provide the list of names and addresses of properties situated in the vicinity of the subject property as per Township Code Section 150-224

**CERTIFICATION**

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

*Juan Berub*  
Signature

DOMINIQUE BERNARDO  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Bucks : SS

The undersigned, being duly sworn according to law, deposes and says the he/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

*John Berul*  
Applicant

\_\_\_\_\_  
Applicant

Sworn to and subscribed before me this 10<sup>th</sup> day of November, 2023

*E. Haney*

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
ELIZABETH A. HANEY, Notary Public  
Bucks County  
My Commission Expires May 30, 2025  
Commission Number 1066212

Date Received: \_\_\_\_\_

\_\_\_\_\_  
Zoning Officer

**Worcester Township**  
**Conditional Use Application of Variety – the Children’s Charity of the Delaware Valley**

**Addendum to Application**

**6. Proposed use**

Applicant, Variety – the Children’s Charity of the Delaware Valley (“Variety”), is the record owner of the property located at 2950 Potshop Road, Worcester, Pa 19490 (“Property”) located within the AGR Agricultural District of Worcester Township (“Township”). Variety is a nonprofit organization operating a “Special needs camp, school/development center” on the Property.

Variety is proposing to construct three athletic fields on the Property in two phases. The first phase will consist of a synthetic turf field with lighting. The second phase will include a natural grass athletic field, baseball field, playground, and a parking area with lighting.

**7. Legal grounds for conditional use application**

Variety submits this application for a conditional use pursuant to section 150-11(C)(2)(b) of the Worcester Township Zoning Ordinance (“Zoning Ordinance”) to install lighting for the turf field and the parking area on the Property. Section 150-11(C)(2)(b) of the Zoning Ordinance provides that a special needs camp, school/developmental center may include:

Outdoor recreational facilities and uses including sports fields, playgrounds, play courts, swimming pools, tree houses, ropes courses, amphitheaters, and other similar facilities. Outdoor recreational facilities are primarily for the use of special needs camp, school/developmental center students and staff, while also being available for rental and community use. The illumination of any outdoor recreational facility is permitted by conditional use approval of the Board of Supervisors, in accordance with § 150-215. [Emphasis added.]

As depicted on the plans submitted with this application, the lighting system for the turf field will include four light poles, each with a 70-foot mounting height; and the lighting system for the parking area will include sixteen light poles, each with a 12-foot mounting height.

Section 150-215 of the Zoning Ordinance provides the general criteria applicable to all conditional uses. Variety's proposed lighting system for the turf field and parking area satisfies the standards in section 150-215 for grant of a conditional use. In particular, the lighting system complies with both the legislative intent of Article I of the Zoning Ordinance and the AGR District by allowing for safe use of the fields and parking areas by the public.

The lighting will not adversely affect neighboring land uses or impose upon neighbors. There are few residential neighboring properties, and natural buffers exist on the Property between the proposed field and parking area locations and those residences. The lighting system will not be served by public service systems and will have no impact on traffic.

Finally, as shown on the plans submitted with this application, the field and parking areas for which the lighting systems are intended are properly designed with regard to internal circulation, parking, buffering, and all other elements of proper design.