

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.: ZHB 2021-06 DATE FILED: 4/27/21, 20

APPLICATION: BOARD OF SUPERVISORS
 ZONING HEARING BOARD

1. Date of Application: 4/8/21

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: Steve & Nicole Kundrod
 - b. Mailing address: 2901 Chyston Road
Norristown Pa 19503
 - c. Telephone number: 215-595-6286
 - d. State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: (REQUIRED)

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: _____
 - b. Address: _____
 - c. Telephone number: _____

5. Property Details:

- a. Present Zoning Classification: R-75
- b. Present Land Use: Residential
- c. Location (Street Address):
2901 Clyston Road
- d. Parcel #: 67-00-00671-52-2
- e. Lot Dimensions:
 - (1) Area: 32,388 sq ft
 - (2) Frontage: 178 ft
 - (3) Depth: 256.78 ft
- 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.

Nicole Kindred
Signature
[Signature]
Signature

Nicole Kindred
Printed Name
Steven Kindred
Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF _____ : 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.

Nicole Kindred
Applicant

[Signature]
Applicant

Sworn to and subscribed before me this 19th day of April, 2021.

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
RYAN LYNCH, Notary Public
Delaware County
My Commission Expires April 11, 2022
Commission Number 1280404

Date Received: 4/27/21

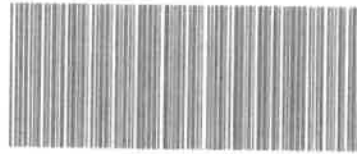
[Signature]
Zoning Officer



**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

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

DEED BK 5871 PG 01896 to 01899
INSTRUMENT # : 2013046316
RECORDED DATE: 05/01/2013 08:57:08 AM



2911758-0013U

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed	Transaction #: 2873164 - 2 Doc(s)
Document Date: 04/26/2013	Document Page Count: 3
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) LandTech Abstract Inc 902 Skippack Pike Blue Bell, PA 19422 (215) 540-4445	PAID BY: LANDTECH ABSTRACT INC

*** PROPERTY DATA:**
Parcel ID #: 67-00-00671-52-2
Address: 2901 CLYSTON RD

NORRISTOWN PA
19403
Municipality: Worcester Township (100%)
School District: Methacton

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$400,000.00	DEED BK 5871 PG 01896 to 01899
TAXABLE AMOUNT: \$400,000.00	Recorded Date: 05/01/2013 08:57:08 AM
FEES / TAXES:	
Recording Fee:Deed \$78.00	
State RTT \$4,000.00	
Worcester Township RTT \$2,000.00	
Methacton School District RTT \$2,000.00	
Total: \$8,078.00	

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**



Prepared by and Return to:

LandTech Abstract, Inc.
902 Skippack Pike
Blue Bell, PA 19422
215-540-4445

File No. LTA-9511S

UPI # 67-00-00671-52-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
67-00-00671-52-2 WORCESTER TOWNSHIP
2901 CLYSTON RD
RIZZO CARMEN D & SUSAN E
B 018A L 69 U 069 1101 05/01/2013

\$10.00
LG

This Indenture, made the 26th day of April, 2013,

Between

CARMEN D. RIZZO AND SUSAN E. RIZZO. HUSBAND AND WIFE,

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

STEVEN BRADLEY KINDRED AND NICOLE LEIGH KINDRED, HUSBAND AND WIFE,

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

Witnesseth, that the said Grantors for and in consideration of the sum of **Four Hundred Thousand And 00/100 Dollars (\$400,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

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, described in accordance with a Survey of Property made for Hunter Hill Corporation - "Holly Hill", made by Yerkes Associates, Inc., Bryn Mawr, Pennsylvania, dated March 5, 1975 and last revised October 18, 1977, as follows, to wit:

BEGINNING at a point on the Northeasterly side of Clyston Road (sixty feet wide) measured on the arc of a circle curving to the right, having a radius of twenty feet, the arc distance of thirty one and forty two one-hundredths feet from a point of curve on the Northwesterly side of Landis Road (eighty feet wide); thence extending from said point of beginning along the Northeasterly side of Clyston Road, the (2) following courses and distances: (1) North thirty eight degrees, forty nine minutes, twenty seconds West, thirty nine and seventy four one-hundredths feet to a



point of curve; and (2) on the arc of a circle curving to the right, having a radius of two hundred seventy feet, the arc distance of one hundred thirty five and ninety five one-hundredths feet to a point, a corner of Lot 68; thence extending along Lot 68, North eighty degrees, one minute, forty seconds East, two hundred fifty five and seventy eight one-hundredths feet to a point; thence South nine degrees, fifty eight minutes, twenty seconds East, seventy six and four one-hundredths feet to a point on the Northwesterly side of Landis Road; thence extending along said side of same, South fifty one degrees, ten minutes, forty seconds West, two hundred feet and eighty five one-hundredths of a foot to a point of curve; thence on the arc of a circle curving to the right, having a radius of twenty feet, the arc distance of thirty one and forty two one-hundredths feet to the point and place of beginning.

BEING Lot No. 69 as shown on said Plan.

BEING Parcel No.: 67-00-00671-52-2.

BEING the same premises which American Stores Properties, Inc., a Delaware corporation, by Deed dated 03/25/1992 and recorded at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery on 04/03/1992 in Deed Book 5002 page 2287 granted and conveyed unto Carmen D. Rizzo and Susan E. Rizzo, his wife, their heirs and assigns, as tenants by the entirety, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.



To have and to hold the said lot or piece of ground 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.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, 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 Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.



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

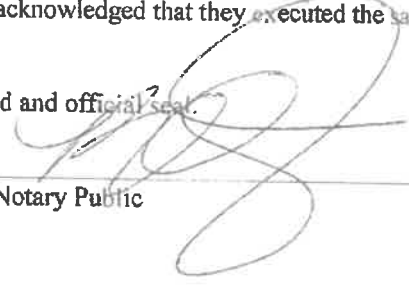
Sealed and Delivered
IN THE PRESENCE OF US:

 {SEAL}
Carmen D. Rizzo
 {SEAL}
Susan E. Rizzo

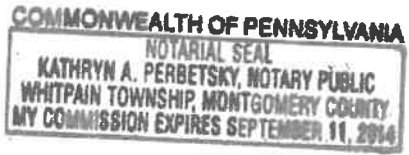
Commonwealth of Pennsylvania }
County of Montgomery } ss

On this, the 26th day of April, 2013, before me, the undersigned Notary Public, personally appeared **Carmen D. Rizzo and Susan E. Rizzo**, known to me (or 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.

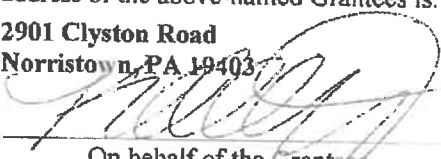


Notary Public



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

2901 Clyston Road
Norristown, PA 19403



On behalf of the Grantees



April 7, 2021

Steven & Nicole Kindred
2901 Clyston Road
Norristown, PA 19403

Township of Worcester
Zoning Hearing Board
Mr. Michael Libor, Chair
1721 South Valley Forge Road
Worcester, PA 19490

Mr. Libor,

The purpose of this letter is to inform the Zoning Hearing Board of the feelings of our neighbors in regards to our proposed pool project. The permit for our pool project was denied by Worcester Township due to the pool/pool equipment lying outside the rear yard, as well as the fence surrounding the pool not conforming to Worcester Township Code, within 10 feet of the property line and being in the front yard setback.

We have spoken at length with our neighbors about our pool project and the challenges with the second front yard and wanting the privacy with the fencing to keep our children safe from Landis Road. The surrounding neighbors have had a chance to review the engineering drawing and informed of the applicable codes for Worcester Township. The surrounding neighbors raised no objections to the plans as drawn. In fact, the surrounding neighbors agreed that a fence of greater height and privacy is a positive as related to the safety of our family.

Our neighbors support this pool project as a positive experience for our family that includes two children who are 8 and 5 years old respectively, one of whom is a competitive swimmer. The below signatures are those of our surrounding neighbors who support the project as drawn. We appreciate your consideration of the neighbors.

Sincerely,

Steven and Nicole Kindred

Name	Address
Rosanne Cook	2901 Bayton Rd, Norristown, Pa 19403
Anna E. Machin	2905 Clyston Road Norristown PA 19403
Albert Pickles	1916 Landis Rd Eagleville Pa 18913
Kate Pack	1920 Landis Rd Eagleville, PA 19403
Tim Martin	2902 Bayton Rd, Norristown PA 19403
Patty Billet	2874 Bayton Rd Norristown, PA 19403
Lance Eldridge	2902 Clyston Norristown Pa 19403



CLARK SURVEYING LLC
 83 East Fifth Avenue, Suite 2, Exeter, Pennsylvania 17327
 Phone: 717-398-0878
 Website: www.clarksurveying.com

POOL PERMIT PLAN
 FOR
STEVE & NICOLE KINDRED
 LOCATED IN
WORCESTER TOWNSHIP
 PARCEL #7-09-00971-59-2
 2901 CLYSTON ROAD, NORRISTOWN, PENNSYLVANIA, 19093, MONTGOMERY COUNTY

DATE: 07/20/2016
SCALE: 1" = 10'
PROJECT NO: 1603-25-036
PROJECT NAME: POOL PERMIT PLAN
CLIENT: STEVE & NICOLE KINDRED
DESIGNED BY: [Redacted]
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
APPROVED BY: [Redacted]
DATE: 07/20/2016



3 LOCATION MAP
 SCALE: 1" = 100'

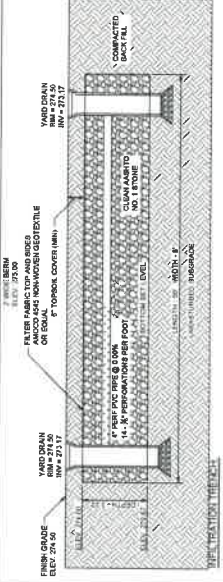
- NOTES:**
1. All construction shall be in accordance with the approved plans and specifications.
 2. The contractor shall be responsible for obtaining all necessary permits from the appropriate authorities.
 3. All work shall be completed within the specified time frame.
 4. The contractor shall maintain access to all adjacent properties at all times.
 5. All materials and equipment shall be stored on the property.
 6. The contractor shall be responsible for the safety of all workers and the public.
 7. All work shall be completed in accordance with the approved plans and specifications.
 8. The contractor shall be responsible for the removal of all debris and materials from the property.
 9. All work shall be completed in accordance with the approved plans and specifications.
 10. The contractor shall be responsible for the maintenance of all utilities throughout the project.

PERMITS AND FEES:

Pool Permit Fee	\$1,000.00
Stormwater Fee	\$1,500.00
Other Fees	\$500.00
Total	\$3,000.00

PERMITS AND FEES:

The contractor shall be responsible for obtaining all necessary permits from the appropriate authorities. The contractor shall be responsible for the removal of all debris and materials from the property. All work shall be completed in accordance with the approved plans and specifications.



CONSTRUCTION:

1. Excavate to the depth indicated. Excavation shall be done in stages.
2. The contractor shall be responsible for the removal of all debris and materials from the property.
3. All work shall be completed in accordance with the approved plans and specifications.
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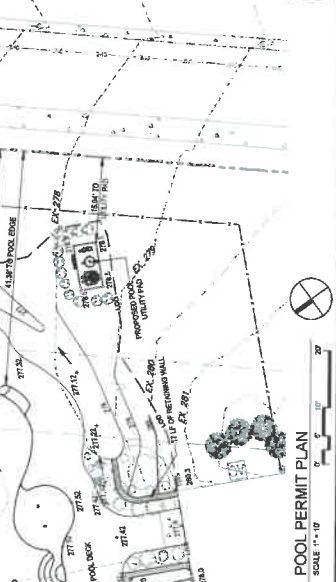
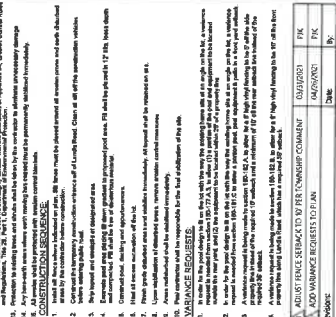
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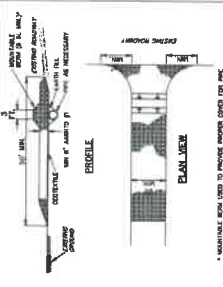
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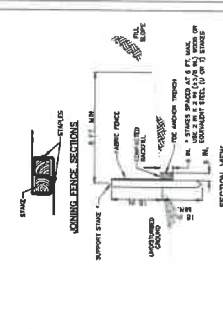
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