



BENSALEM TOWNSHIP

Building and Planning Department
2400 Byberry Road • Bensalem PA 19020
215-633-3644 • FAX 215-633-3653

Exhibit Z-4

Zoning Hearing Board

Appeal Number: 2020-3739

Township of Bensalem, Bucks County, Pennsylvania Notice of Appeal

Appeal is hereby made by the undersigned from the action of the Zoning Officer.

Check applicable item(s):

- Certification of Non-Conforming Use
- Application for Validity Challenge
- Administrative Officer in refusing my application for a building permit dated: _____
- Special Exception
- Variance from the terms of the Zoning Ordinance of the Township of Bensalem

RECEIVED
OCT 21 2020
BENSALEM TOWNSHIP
BUILDING AND PLANNING

Appellant Name: OLGA Gotsak

Address: 4223 BRISTOL RD 19053

Phone No. 267-298 7465

E-Mail Address: OLGAGOTSAK@gmail.com

Owner's Name: OLGA Gotsak

Address: 7 New st Willow Grove
PA 19090

Phone No. 267-298 7465

E-Mail Address: OLGA Gotsak@gmail.com

Attorney Name: _____

Address: _____

Phone No. _____

Interest of appellant, if not owners (agent, lessee, etc.): _____

1. Application relates to the following:

Check items if applicable:

- | | |
|--|--|
| <input type="checkbox"/> Use | <input type="checkbox"/> Lot Area |
| <input type="checkbox"/> Height | <input checked="" type="checkbox"/> Yards <u>232-153 (e)(1)a</u> |
| <input type="checkbox"/> Existing Building | <input type="checkbox"/> Proposed Building |
| <input type="checkbox"/> Occupancy | |
| <input type="checkbox"/> Other: (describe) _____ | |
- _____
- _____

2. Brief description of Real Estate affected:

Tax Parcel Number: 02017137

Location: 4223 Bristol rd Trevoise PA 19053

Lot Size: 82.81 x 140 x 53.45 x 143.76

Present Use: Residential property

Proposed Use: Residential property

Present Zoning Classification: R-1

Present Improvement upon Land: _____

Deed recorded at Doylestown in Deed Book _____ Page _____

3. If this is an appeal to challenge, provide statement and/or basis for challenge to the validity of the zoning ordinance.

N/A

4. If this is an Appeal from action of the Zoning Administrative Officer then complete the following:

Date Determination was made: _____

Your statement of alleged error of Zoning Administrative Office: _____

N/A

1. Specific reference to section of the Zoning Ordinance upon which application for special exception or variance is based (if special or variance is desired):

violation of section 232-153(e)(1)a.

2. Action desired by appellant or applicant (statement of relief sought or special exception or variance desired):

desired A Front yard set back of 35 Feet

3. Reasons appellant believes board should approve desired action (refer to section or sections of ordinance under which it is felt that desired action may be allowed, and not whether hardship is (or is not) claimed, and the specific hardship.

Because we did not know that we didn't own some of the property & it was also not caught by the previous inspector.

4. Has previous appeal or application for special exception or variance been filed in connection with these premises?

YES NO

Specifications of errors must state separately the appellant's objections to the action of the zoning administrative office with respect to each question of law and fact which is sought to be reviewed.

I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

Appellant's or Owner's Signature

Olga Gotsak

Date

10.21.20

A SIGNED COPY OF THIS APPLICATION IS REQUIRED UPON SUBMISSION OF DOCUMENTS

Sworn to and subscribed before me this

21

day of

October

20 20

Notary Public

My commission expires: _____

[Signature]

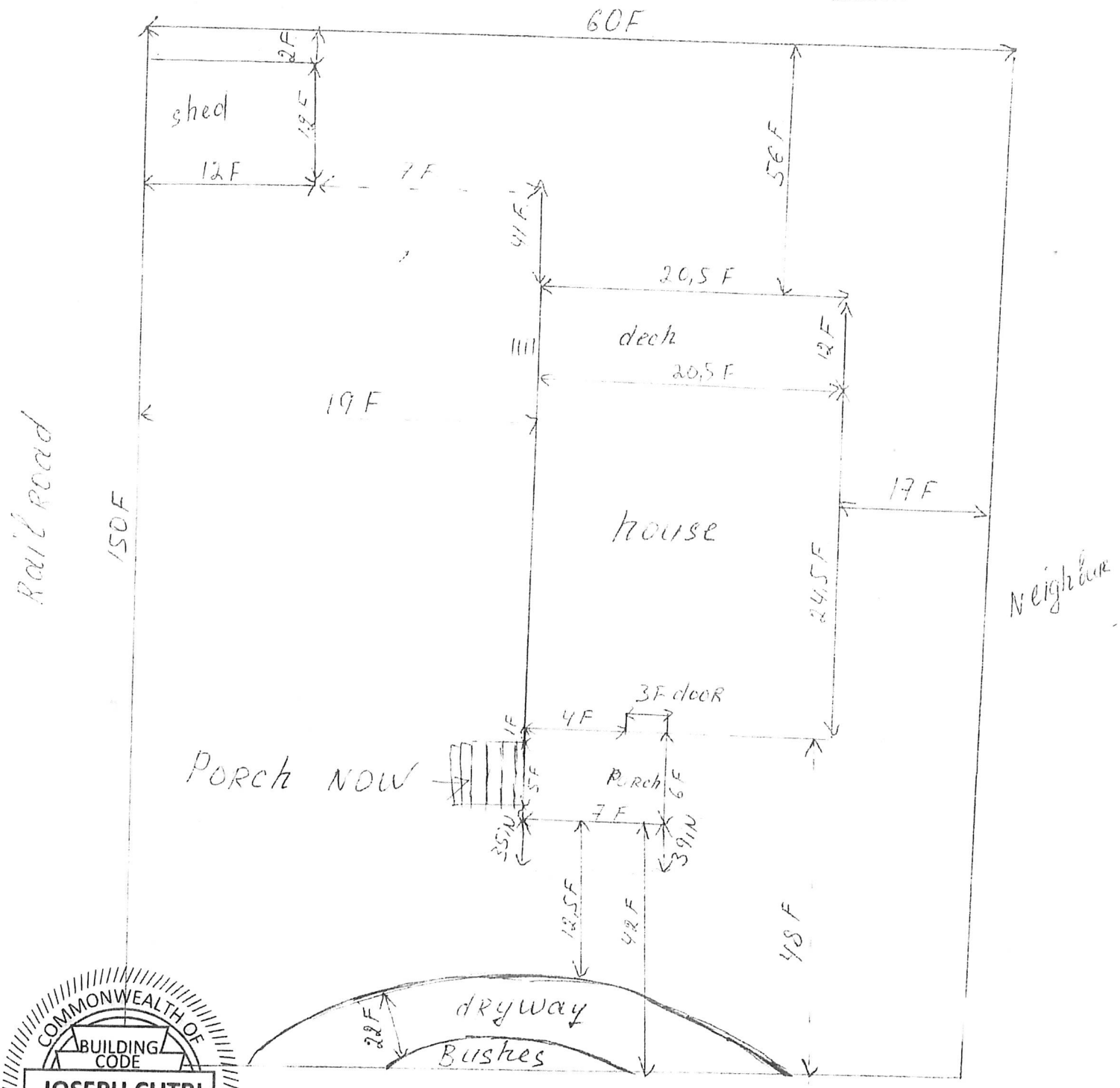
Commonwealth of Pennsylvania - Notary Seal
Siu Ling Hui, Notary Public
Bucks County
My commission expires March 27, 2022
Commission number 1075922
Member, Pennsylvania Association of Notaries

11223 BRISTOL RD

RECEIVED

BY 107010

BENSALEM TOWNSHIP
BUILDING AND PLANNING





YOUR GOALS. OUR MISSION.

September 25, 2020

Olga Gotsak
7 New Street
Willow Grove, PA 19090

**RE: 4223 Bristol Rd – Zoning Permit
Front Deck
File No. BENSG2001**

On September 18, 2020, we visited the above referenced property for a final inspection of the proposed 20.5 ft by 8 ft front deck.

The inspection has failed for the following reason:

1. The constructed front deck has a front yard setback of +/-24.5', which was field measured. The minimum front yard setback for your district is 35 feet. This is in violation of Section 232-153(e)(1) a. Please note that 41 ft setback noted on your permit application was incorrect.

Based on the above listed zoning deficiency, the inspection has failed. In order to close this permit, you will be required either remove the front deck or obtain a variance from the Bensalem Township Zoning Hearing Board. Applications for appeals to the Zoning Hearing Board can be obtained in the Building and Planning Department located in the Bensalem Township Municipal Complex at 2400 Byberry Rd, Bensalem Township.

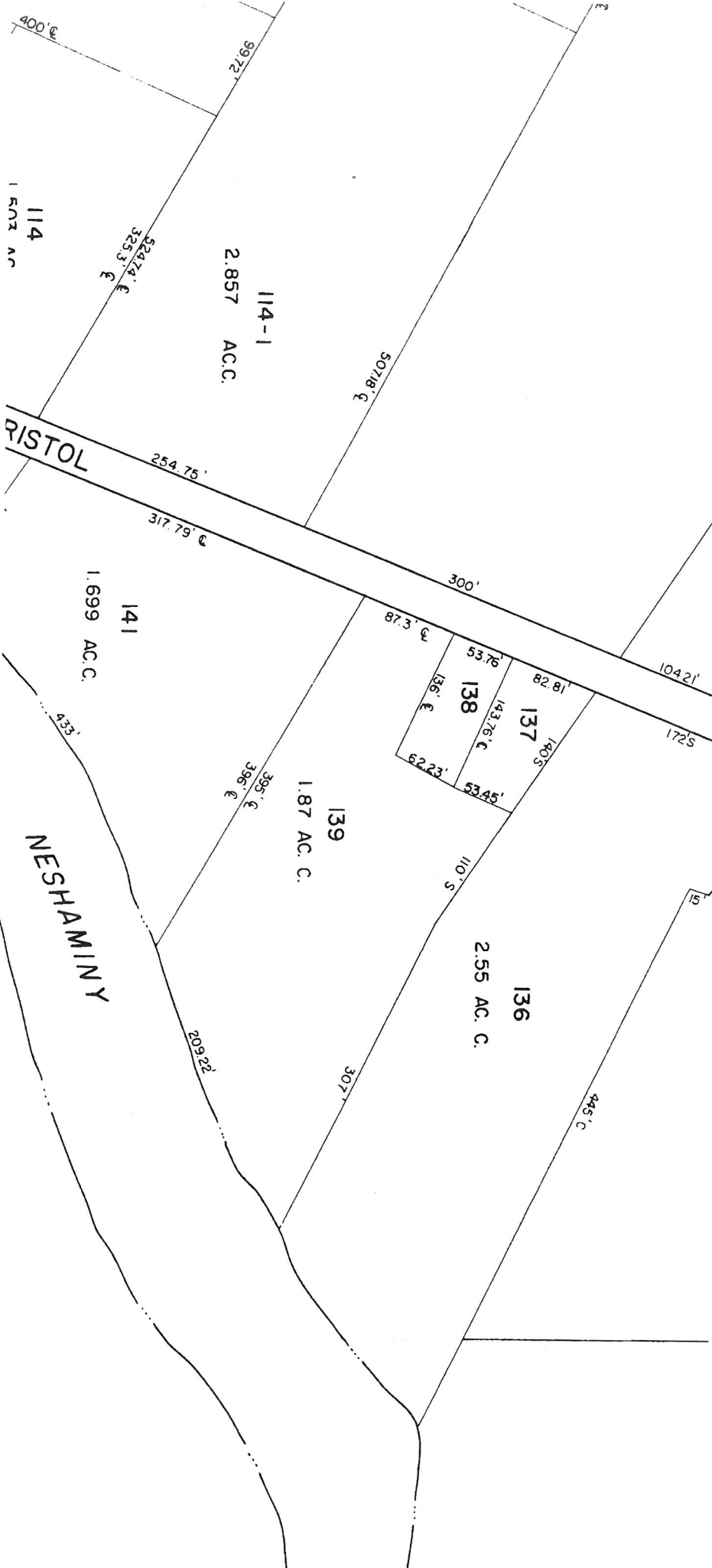
If you have any questions, please contact Nearon Quinton at 215-633-3652 or via his email at qnearon@bensalempa.gov.

T&M Associates, Inc.

Richard Wojnarski
Bensalem Township Engineering Inspector

RW:eah

cc: Ken Farrall, Director of Building and Planning, Bensalem Township
Russell Benner, P.E., Township Engineer
Quinton Nearon, Bensalem Township Engineering Principal Inspector
Via email olgagotsal@gmail.com



400' E
99.72'
324.24' E
323.3' E
114
1.502 AC

114-1
2,857 AC.C.

RISTOL

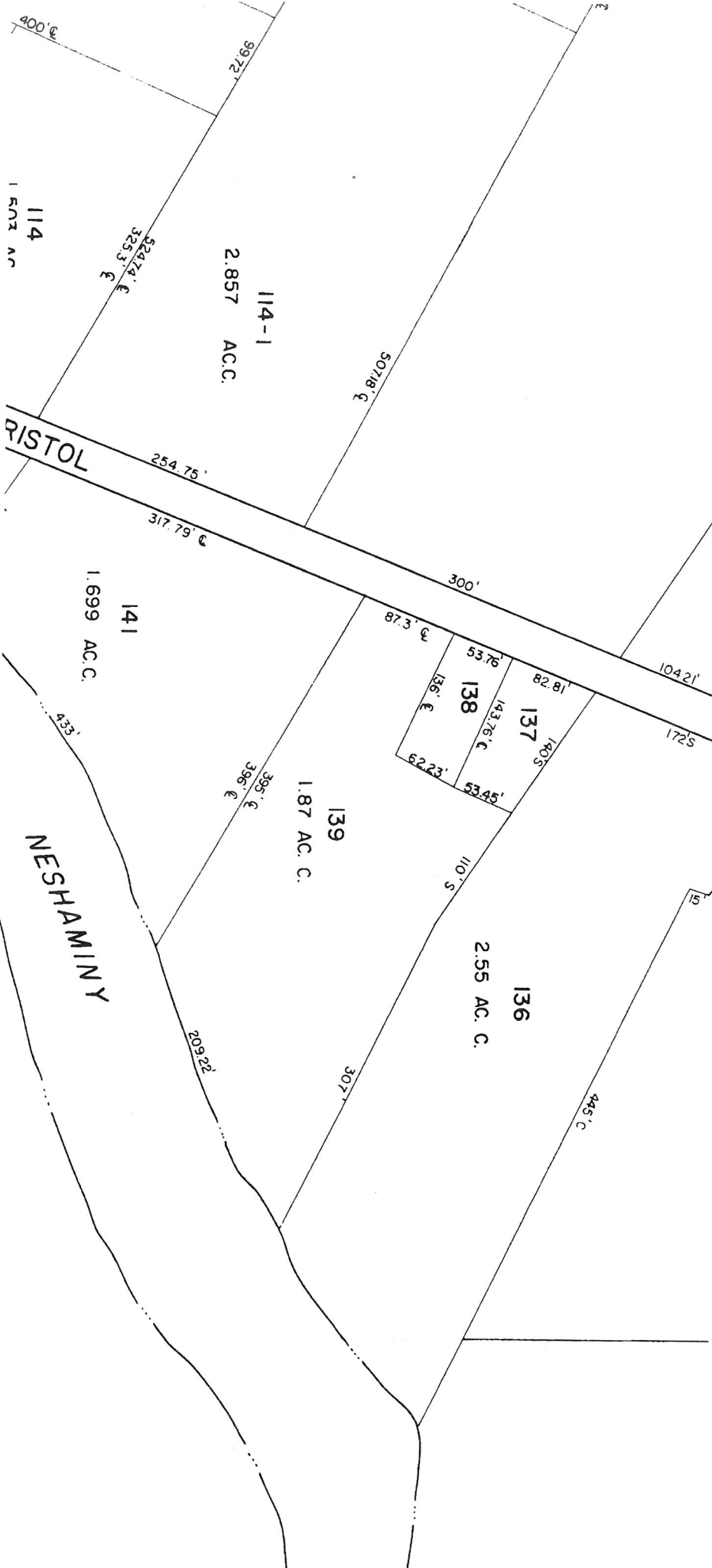
141
1,699 AC.C.

139
1.87 AC. C.

136
2.55 AC. C.

137
140'S
138
143.76' E
136' E
53.76'
62.23'
53.45'

NESHAMINY



4223

Bristol



WORLD WIDE LAND TRANSFER

**8 Interplex Drive • Suite 117 • Trevose, PA 19053
31 West 34th Street • 8th Floor, #8015 • New York, NY 10001**

Dear Homeowner,

Enclosed please find your Original Recorded Deed and Owners Title Insurance policy. Please keep these documents secured with your important records. If you should have any questions or concerns regarding your documents please feel free to contact me at 215-245-5650, Ext: 115.

We look forward to assisting you with any other title insurance related needs you may encounter in the future!

Thank you,

Angela Convery
Policy/Recordation Department
215-245-5650 Ext: 115
aconvery@wwlandtransfer.com

ww-3193-fa-sale

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2018058894

Recorded On 10/24/2018 At 3:26:44 PM

* Total Pages - 6

* Instrument Type - DEED

Invoice Number - 969244 User - KLJ

* Grantor - ELLIOTT, WILLIAM K

* Grantee - GOTSAK, OLGA

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE TRANSFER TAX	\$550.00
RECORDING FEES	\$87.75
BENSALEM SCHOOL	\$275.00
DISTRICT REALTY TAX	
BENSALEM TOWNSHIP	\$275.00
TOTAL PAID	\$1,187.75

Bucks County UPI Certification
On October 24, 2018 By TF

This is a certification page
DO NOT DETACH
This page is now part
of this legal document.

RETURN DOCUMENT TO:
WORLD WIDE LAND TRANSFER
8 NESHAMINY INTERPLEX DR
FEASTERVILLE TREVOSSE, PA 19053

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



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



Prepared by and Return to:

World Wide Land Transfer, Inc.
8 Interplex Drive
Suite 117
Trevose, PA 19053

File No. WW-3193-PA-SALE

UPI # 02-017-137

This Indenture, made the 24th day of October, 2018.

Between

**WILLIAM K. ELLIOTT A/K/A WILLIAM KELLY ELLIOT BY BONNIE
MARTIN, ADMINISTRATRIX AND BONNIE LOU CERVENY F/K/A BONNIE
LOU ELLIOT, BY ALBERT CERVENY, BENEFICIARY**

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

OLGA GOTSAK

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

Witnesseth, that the said Grantors for and in consideration of the sum of **Fifty-Five Thousand And 00/100 Dollars (\$55,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantee, 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 Grantee, as sole owner

ALL THAT CERTAIN lot or piece of ground situate in the Township of Bensalem, County of Bucks and State of Pennsylvania, described according to a Plan thereof made by George B. Hobus, Registered Professional Engineer, for Frank Blumhardt, dated January 10, 1952, and revised December 13, 1957, as follows, to wit:

BEGINNING at a point in the center line of Bristol Road (33 feet wide) said point being at a distance measured in a Northwesterly direction 141.04 feet from a common corner of land now or late of William Missimer and land now or late of Peter Foley, which said point is at a distance measured in a Northwesterly direction 742.1 feet more or less from the intersection of the said center line of Bristol Road with the center line of paving of the Old Lincoln Highway (formerly Bensalem Turnpike); thence from the first mentioned point and place of beginning along the said center line of Bristol Road North 30 degrees 6 minutes 30 seconds West 82.81 foot to a point; thence along the Southerly right of way line of the Delaware River Branch, North Pennsylvania Railroad (Reading Company) also being the rear property line of land of Frank and Barbara Blumhardt, North 70 degrees 56 minutes 30 seconds East 152.74 feet to a point; thence through land of Frank and Barbara Blumhardt, South 23 degrees 30 minutes East 53.45 feet to a point; thence

still further through land of Frank and Barbara Blumhardt South 59 degrees 43 minutes West 143.76 feet to the first mentioned point and place of beginning.

BEING the same premises which William Kelly Elliot and Bonnie Lou Elliot, husband and wife, by Deed dated November 25, 1985, and recorded November 29, 1985, in the Office of the Recorder of Deeds in and for the City of Feasterville Trevoise, County of Bucks, Pennsylvania, in Book 2646, Page 339, as Instrument No. 061131, granted and conveyed unto John Russell Bloniarz and Eileen Padden, as joint tenants with the right of survivorship and not as tenants in common, in fee.

AND THE SAID William Kelly Elliot and Bonnie Lou Elliot were divorced by Final Decree granted on April 1, 1998.

AND THE SAID William Kelly Elliot departed this life on December 8, 2014, intestate.

AND Letters of Administration for the Estate of William Kelly Elliot a/k/a William K. Elliott were duly granted unto Bonnie Martin by the Register of Wills of Bucks County, Pennsylvania on January 30, 2015, in Estate File No. 09-2015-00266.

AND BY Court Order entered on November 21, 2017, in the Court of Common Pleas of Bucks County, Pennsylvania in Case No. 2016-06480, at the suit of Bonnie Lou Cerveney f/k/a Bonnie Lou Elliot and Bonnie L. Martin, Administratrix of the Estate of William K. Elliott a/k/a William Kelly Elliot vs. John Russell Bloniarz and Eileen Padden, a copy of which was recorded on December 20, 2017, in Instrument No. 2017077233, the Court decreed that "...Bonnie Lou Cerveney f/k/a Bonnie Lou Elliot and Bonnie L. Martin, Administratrix of the Estate of William K. Elliott a/k/a William Kelly Elliot are the legal owners of the real property located at 4223 Bristol Road..."

AND the said Bonnie Lou Cerveney a/k/a Bonnie Lou Elliot departed this life on August 22, 2018, having first made and published her Last Will and Testament in writing bearing the date of June 14, 2018, duly proven and registered at Amelia County, Virginia, an exemplified copy of which is filed at Doylestown, Bucks County, Pennsylvania as Estate File No. 4919, wherein and whereby the said Testatrix did nominate, constitute and appoint Albert Cerveney as Executor of her Estate to whom Letters Testamentary were duly granted by the Circuit Court of Amelia County, Virginia on September 7, 2018.

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 Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

And the said Grantors, for themselves and their successors and assigns, do, by these presents, covenant, grant and agree, to and with the said Grantee, her heirs and assigns, that they, the said Grantors, and their successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors, and their successors and assigns, 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 signed and sealed these presents or caused these presents to be executed in their respective names and their respective common and corporate seals to be hereunto affixed by their proper officers thereunto duly authorized. Dated the day and year first above written.

ATTEST:

WILLIAM K. ELLIOTT A/K/A WILLIAM KELLY ELLIOT

{SEAL}

By: Bonnie L. Martin
Bonnie Martin, Administratrix

BONNIE LOU CERVENY F/K/A BONNIE LOU ELLIOT

{SEAL}

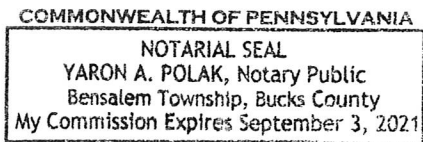
By: Albert Cerveny
Albert Cerveny, Beneficiary

Commonwealth of Pennsylvania } ss
County of Bucks

AND NOW, this 24th day of October, 2017, before me, the undersigned Notary Public, appeared **Bonnie Martin**, who acknowledged himself/herself to be the **Administratrix** of **William K. Elliott a/k/a William Kelly Elliot**, a corporation, and he/she, as such **Administratrix** 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 **Administratrix**.

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

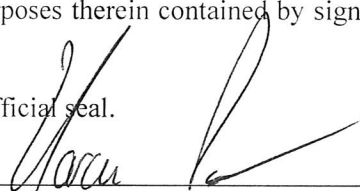
[Signature]
Notary Public
My commission expires 9-3-2021



Commonwealth of Pennsylvania } ss
County of Bucks

AND NOW, this 24th day of October, 2017, before me, the undersigned Notary Public, appeared **Albert Cerveny**, who acknowledged himself/herself to be the **Beneficiary** of **Bonnie Lou Cerveny f/k/a Bonnie Lou Elliot**, a corporation, and he/she, as such **Beneficiary** 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 **Beneficiary**.

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

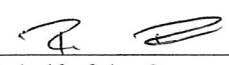


Notary Public

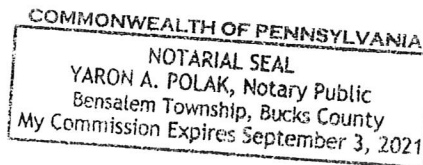
My commission expires 9-3-2021

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

7 New St.
Willow Grove PA 19090



On behalf of the Grantee



Deed

UPI # 02-017-137

William K. Elliott a/k/a William Kelly Elliot
and Bonnie Lou Cerveny f/k/a Bonnie Lou
Elliot

TO

Olga Gotsak

World Wide Land Transfer, Inc.
8 Interplex Drive
Suite 117
Trevoose, PA 19053

**OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY**

STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public

Countersigned by:



Authorized Signature

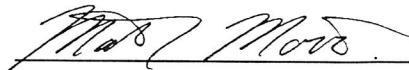
World Wide Land Transfer, Inc.

Company

Trevoze , PA

City, State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

Policy Serial No. O-5440-000199542

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AMERICAN
LAND TITLE
ASSOCIATION



COVERED RISKS - Concluded

- Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records
- at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
 - (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes,



CONDITIONS - Continued

- ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those

causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:



CONDITIONS - Continued

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.



CONDITIONS - Concluded

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.





Name and Address of Title Insurance Company: **Stewart Title Guaranty Company, 1980 Post Oak Boulevard, Houston, TX 77056**

SCHEDULE A

File No. **WW-3193-PA-SALE**

Policy No. **O-5440-000199542**

Amount of Insurance: **\$55,000.00**

Date of Policy: **October 24, 2018**

1. Name of Insured:

Olga Gotsak, as sole owner

2. The estate or interest in the Land that is covered by this policy is:

FEE SIMPLE

3. Title is vested in:

Olga Gotsak, as sole owner by virtue of a deed from William K. Elliott a/k/a William Kelly Elliot by Bonnie Martin, Administratrix and Bonnie Lou Cerveny f/k/a Bonnie Lou Elliot, by Albert Cerveny, beneficiary, dated October 24, 2018, and recorded October 24, 2018, in the Office of the Recorder of Deeds for the City of Feasterville Trevese, County of Bucks, as Instrument No. 2018058894.

4. The Land referred to in this policy is described as follows:

For informational purposes only:

**4223 East Bristol Road, Feasterville Trevese, PA 19053
Bucks County, Pennsylvania, Bensalem Township
City of Feasterville Trevese, County of Bucks**

SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION

Countersigned:

World Wide Land Transfer, Inc.

By:  _____
Authorized Signatory

American Land Title Association

Owner's Policy (as modified by TIRBOP)
06/17/2006 and 4/1/2007



**OWNER'S POLICY
SCHEDULE A**
(continued)

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the Township of Bensalem, County of Bucks and State of Pennsylvania, described according to a Plan thereof made by George B. Hobus, Registered Professional Engineer, for Frank Blumhardt, dated January 10, 1952, and revised December 13, 1957, as follows, to wit:

BEGINNING at a point in the center line of Bristol Road (33 feet wide) said point being at a distance measured in a Northwesterly direction 141.04 feet from a common corner of land now or late of William Missimer and land now or late of Peter Foley, which said point is at a distance measured in a Northwesterly direction 742.1 feet more or less from the intersection of the said center line of Bristol Road with the center line of paving of the Old Lincoln Highway (formerly Bensalem Turnpike); thence from the first mentioned point and place of beginning along the said center line of Bristol Road North 30 degrees 6 minutes 30 seconds West 82.81 foot to a point; thence along the Southerly right of way line of the Delaware River Branch, North Pennsylvania Railroad (Reading Company) also being the rear property line of land of Frank and Barbara Blumhardt, North 70 degrees 56 minutes 30 seconds East 152.74 feet to a point; thence through land of Frank and Barbara Blumhardt, South 23 degrees 30 minutes East 53.45 feet to a point; thence still further through land of Frank and Barbara Blumhardt South 59 degrees 43 minutes West 143.76 feet to the first mentioned point and place of beginning.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory survey would disclose.
2. Any lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
3. Rights or claims of parties in possession or under agreements of sale not shown by public records.
4. Taxes or special assessments which are not shown on the public record.
5. Possible additional tax assessments for new construction and or major improvements.
6. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
7. Subject to all coal and mining rights and all rights relating thereto: THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE OF THE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE AND LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. Policy does not insure against subsidence.
8. Excepting and reserving that portion of the premises lying in and along the roadbed(s); subject to public and private rights thereon.
9. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
10. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
11. Amount and computation of area or acreage is not insured.
12. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.
13. Company assumes no liability for any executed document provided by the insured which ultimately is determined to be inaccurate, fraudulent or obtained via false pretenses.
14. Taxes for the year 2018 and subsequent years, a lien not yet due and payable.
15. Title to that portion of the premises within the bed of Bristol Road is subject to public and private rights therein.



Code Inspections, Inc.

CONSTRUCTION PERMIT APPLICATION

605 Horsham Rd • Horsham PA 19044 • Office 215-672-9400 • Fax 215-672-9736

Note: Read page four (4) in its entirety prior to completing this application

ALL APPLICATIONS ARE TO BE SUBMITTED TO THE BENSLEM TOWNSHIP BUILDING & PLANNING DEPT
AT 2400 BYBERRY RD OR EMAILED TO permitcenter@bensalempa.gov

ALL PLANS PREPARED BY A DESIGN PROFESSIONAL **MUST BE SUBMITTED ELECTRONICALLY**
VIA DISC OR EMAIL – NO PAPER PLANS ACCEPTED

County: BUCKS Municipality: BENSLEM
Application Date: 4.12.19 Approval Date: _____ PERMIT NUMBER: 2019-1314

LOCATION OF PROPOSED WORK OR IMPROVEMENT

Site Address: 4223 BRISTOL RD PA 19053 Tax Parcel # 02017137
Lot # _____ Subdivision/Land Development: _____ Phase: _____ Section: _____

TYPE OF WORK OR IMPROVEMENT (Check One)

- | | | | | | |
|--|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> New Building | <input type="checkbox"/> Addition | <input type="checkbox"/> Alteration | <input type="checkbox"/> Repair | <input type="checkbox"/> Demolition | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Foundation Only | <input type="checkbox"/> Change of Use | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Electrical | <input type="checkbox"/> Other |

Describe the proposed work: FRONT PORCH
8x12 F

OWNER: OLGA GOTSAK Phone # 267 298 7465 Fax # _____
Mailing Address: 7 NEW ST Email: OLGAGOTSAK@gmail.com
WILLOW GROVE PA 19090

CONTRACTOR INFORMATION

	License #	Name	Address	Phone#
Applicant				
Carpentry				
Concrete				
Design Professional				
Drywall or Lathing				
Electrical				
Excavation				
Fire Alarm				
Masonry				
Mechanical				
Paving				
Plumbing				
Principal Contractor				
Roofing				
Sewer				
Sprinkler				

RECEIVED
APR 12 2019
BENSLEM TOWNSHIP
BUILDING AND PLANNING

TOTAL ESTIMATED COST OF CONSTRUCTION (reasonable fair market value) \$ 3000.00

DESCRIPTION OF BUILDING USE (Check One)

RESIDENTIAL

- One Family Dwelling (R-3) Two Family Dwelling (R-3)

NON-RESIDENTIAL

Specific Use: _____ Change in Use: YES NO
 Use Group: _____ If YES, Indicate Former: _____
 Maximum Occupancy Load: _____ Maximum Live Load: _____

BUILDING SECTION: ESTIMATED COST OF BUILDING WORK (Contract Value) \$ _____

Number of Residential Units: _____ Existing _____ Proposed _____
 Type of Structural Frame: Wood Masonry Concrete Pre-Manufactured Dwelling
 Steel Other, Explain: _____

Does or will your building contain any of the following:
 Elevators/Excaltors/Lifts/Moving Walks: YES NO Pressure Vessels: YES NO
 Sprinkler System: YES NO Refrigeration Systems: YES NO
 Fireplace(s): Number _____ Type of Fuel _____ Type of Vent _____

Bedrooms (number)	Stories (number)	Street Frontage (feet)
Full Baths (number)	Building Area (sq/ft)	Front Setback (feet)
Partial Baths (number)	Living Area (sq/ft)	Rear Setback (feet)
Garages (number)	Basement Area (sq/ft)	Left Setback (feet)
Garage Area (sq/ft)	Office/Sales (sq/ft)	Right Setback (feet)
Outside Parking (number)	Service (sq/ft)	Height Above Grade (feet)

PLUMBING SECTION: ESTIMATED COST OF PLUMBING WORK (Contract Value) \$ _____
NEW PLUMBING WORK REQUIRES AUTHORIZATION FROM BUCKS COUNTY WATER & SEWER AUTHORITY

Enter the number and size of Fixtures being Repaired, Replaced or Installed

Tubs / Showers	Laundry Tubs	Sewage Ejectors
Shower stalls	Dishwashers	Back Flow Preventers
Lavatories	Garbage Disposals	Water Pumps
Toilets	Water Heaters	Water Service
Urinals	Water Softeners	Sewer Connection
Sinks	Other	

Water Service: (Check) Public Private
 Sewer Service: (Check) Public Private - Septic Permit # _____

IS PLUMBING WORK NEW? YES NO

MECHANICAL SECTION: ESTIMATED COST OF MECHANICAL WORK (Contract Value) \$ _____
 Enter the number and size of Units being Replaced or Installed

Forced Air Furnace	Space Heater	A/C Compressor
Solid fuel Appliance	Unit Heater	Split A/C Unit
Heat Pump	Boiler	Coil Unit
Air Handling Unit	Gravity Furnace	Gas/Oil Conversion
Electric Furnace	Incinerator	Air Cleaner
Other:		

Fuel Type: Gas Oil L.P. Electric Coal Wood Other

ELECTRICAL SECTION: ESTIMATED COST OF ELECTRICAL WORK (Contract Value) \$ _____
 Enter the number and size of Fixtures being Repaired, Replaced or Installed

Service Amps _____ # of Circuits _____ # of Service Outlets _____ 110V _____ 220V _____ Utility # _____

List devices	Qty	Load/Output	List devices	Qty	Load/Output	List devices	Qty	Load/Output
Switches			Dishwasher			Heater		
Receptacles			Washer			Hot Water Heater		
Circuit Panel			Dryer					
Lights			Spa / Hot Tub					
Smoke Det.			A / C Unit					

FIRE PROTECTION SECTION: ESTIMATED COST OF FIRE PROTECTION WORK (Contract value) \$ _____
 Enter the number and size of Equipment being Replaced or Installed

Sprinkler System	Hood Suppression System	Fire Alarm System
Stand Pipe	Fire Hydrants	Smoke Control System
Suppression System	Fire Pumps	Fire Detection System
Other:		

FLOODPLAIN:

Is the site located within an identified flood hazard area?
 Will any portion of the flood hazard area be developed?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO

Owner/Agent shall verify that any proposed construction and/or development activity complies with the requirements of the National Flood Insurance Program and the Pennsylvania Flood Plain Management Act (Act 166-1978), specifically *Section 60.3*
 Lowest Floor Level: _____

HISTORIC DISTRICT:

Is the site located within a Historic District?

YES NO

If construction is proposed within a Historic District, a certificate of appropriateness may be required by the Municipality.

The applicant certifies that all information on this application is correct and the work will be completed in accordance with the approved construction documents and PA Act 45 (Uniform Construction Code) and any additional approved building code requirements adopted by the Municipality. The property owner and applicant assumes the responsibility of locating all property lines, setback lines, easements, rights-of-way, flood areas, etc. Issuance of a permit and approval of construction documents shall not be construed as authority to violate, cancel or set aside any provisions of the codes or ordinances of the Municipality or any other governing body. The applicant certifies he/she understands all the applicable codes, ordinances and regulations. Application for a permit shall be made by the owner or lessee of the building or structure, or agent (either or by the request of a licensed professional employed in connection with the proposed work.

Certificate of occupancy.

§ 403.46(a) A building, structure or facility may not be used or occupied without a certificate of occupancy issued by a building code official.
 § 403.46(d) A building code official may suspend or revoke a certificate of occupancy when the certificate was issued in error, on the basis of incorrect information supplied by the permit applicant or in violation of the Uniform Construction Code. Before a certificate of occupancy is revoked, a building owner may request a hearing before the board of appeals under § 403.122 (relating to appeals, variances and extensions of time).

I certify that the code administrator or the code administrator's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

Olga Gotsak

OLGA GOTSAK

Signature of Owner or Authorized Agent

Print Name of Owner or Authorized Agent

Address _____

Date _____

Directions to Site: _____

***** (FOR ADMINISTRATIVE USE ONLY) *****

ADDITIONAL PERMITS/APPROVALS REQUIRED

STREET CUT/DRIVEWAY	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE	ON-LOT SEPTIC	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE
CUT AND FILL	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE	ZONING	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE
PENNDOT HIGHWAY OCCUPANCY	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE	HARB	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE
DEP FLOODWAY OR FLOODPLAIN	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE	OTHER	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE
SEWER CONNECTION	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE	OTHER	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	ON FILE

APPROVALS

BUILDING PERMIT DENIED

YES NO

DATE: _____ DATE RETURNED: _____

ISSUED BY: _____

TOTAL SQ FT USED FOR FEE _____ SqFt TOTAL CONTRACT VALUE USED FOR FEE \$ _____

PLAN PERMIT FEE	\$	FIRE PERMIT FEE	\$
BUILDING PERMIT FEE	\$	ACCESSIBILITY PERMIT FEE	\$
ELECTRIC PERMIT FEE	\$	ENERGY PERMIT FEES	\$
PLUMBING PERMIT FEE	\$	ADMINISTRATIVE FEES	\$
MECHANICAL PERMIT FEE	\$	STATE FEES	\$

TOTAL CONSTRUCTION PERMIT FEES: \$ _____

Residential Permit Application and Submittal Requirements

The following sections located on **page one** must be completed in full :

1. County and Municipality
2. Location of proposed work or improvement, most importantly, site location, tax parcel number and lot number.
3. Type of improvement including a brief description of work.
4. Owner information with complete mailing address.
5. Estimated cost of construction is required to be provided.

The contractor section is required to be completed only when work is performed within Municipalities that require contractor registration. However, Code Inspections, Inc. requests a minimum of the primary contractor information to be provided in case correspondence or contact is necessary. Page two needs to be completed for only the sections that apply to the proposed project, or work to be performed. Page three needs to be completed for floodplain information and, a signature by the property owner or agent of the owner must be provided on page three. The bottom of page three is intended for administrative use and will be completed by Code Inspections, Inc. during the application review.

PLANS AND SUBMITTALS

- The submittal shall include one complete set of plans, a plot plan and specification sufficient to indicate the scope of work being proposed. Listed below are some basic examples of information necessary to complete a plan review. Additional information may be requested depending on the intended project. Any document larger than 11 x 17 must be submitted in electronic format (disc, email, etc.)
- Project design shall conform to the most current edition of the International Residential Code adopted by the Commonwealth of Pennsylvania
- Drawings shall specify all site information such as address, lot number, TMP number, owner name and type of work Proposed. This information shall be reflected on all pages.
- Drawings shall include Floor plan showing new construction in comparison to existing, room labels or use of rooms, bearing locations, window and door sizes, header sizes and all other pertinent information. Footing details and specifications shall be provided for all locations. Detail should include a footprint or outline of the scope of work as well as specifying pier or continuous footings where applicable. Pre-cast concrete panels and all other pre-manufactured products shall have manufacturers engineered designs and specs.
- Insulation and thermal values shall be indicated for walls, ceiling, floors, basement walls and slab perimeter.
- Indicate electrical components including locations and sizes.

Swimming Pools

- Provide swimming pools construction specifications
- Swimming pool enclosures and barriers shall be shown and include fence, gate and gate device details.

Commercial Permit Application and Submittal Requirements

The Application shall be completed as explained in the Residential information listed above.

PLANS AND SUBMITTALS

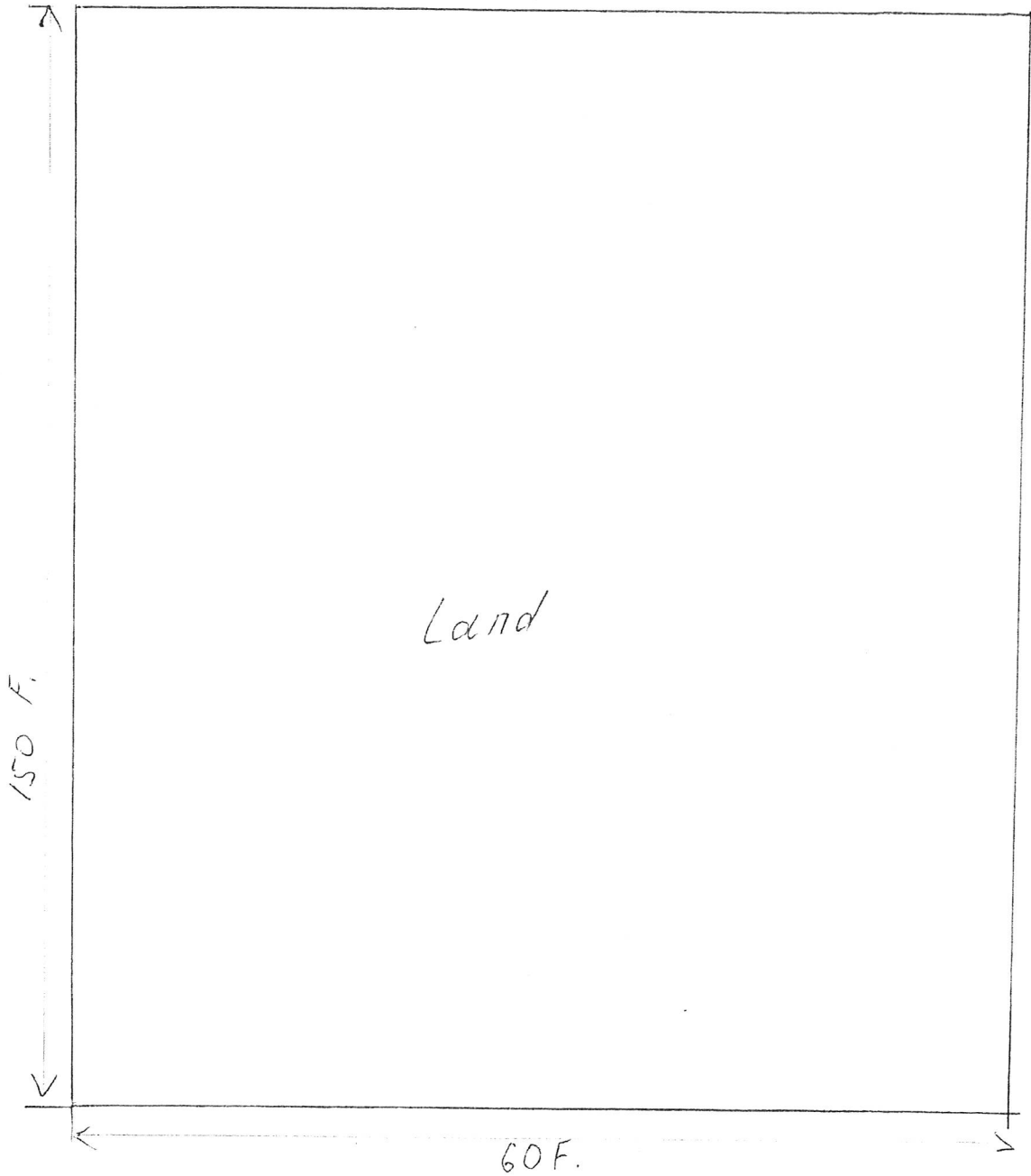
The submittal shall include one complete set of plans and specifications bearing the signature and seal of a licensed Design Professional. Plans and specifications shall, at minimum, be required to contain the information specified within the sections listed below.

- § 403.42a(b) A permit applicant shall submit an application to the building code official and attach construction documents, including plans and specifications, and information concerning special inspection and structural observation programs. Department of Transportation highway access permits and other data required by the building code official with the permit application. The applicant shall submit three sets of documents.
- § 403.42a(c) A licensed architect or licensed professional engineer shall prepare the construction documents under the Architects Licensure Law (63 P. S. §§ 34.1-34.22), or the Engineer, Land Surveyor and Geologist Registration Law (63 P. S. §§ 148-58.2). An unlicensed person may prepare design documents for the remodeling or alteration of a building if there is no compensation and the remodeling or alteration does not relate to additions to the building or changes to the building's structure or means of egress.
- § 403.42a(e) The permit applicant shall submit construction documents in a format approved by the building code official. Construction documents shall be clear, indicate the location, nature and extent of the work proposed, and show in detail that the work will conform to the Uniform Construction Code.
- § 403.42a(1) All of the following fire egress and occupancy requirements apply to construction documents:
- § 403.42a(1)(i) The permit applicant shall submit construction documents that show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the Uniform Construction Code.
- § 403.42a(f)(2) The construction documents for occupancies other than Groups R-2 and R-3 shall contain designation of the number of occupants to be accommodated on every floor and in all rooms and spaces.
- § 403.42a(f)(3) The permit applicant shall submit shop drawings for a fire protection system that indicates conformance with the Uniform Construction Code in accordance with the following:
- § 403.42a(f)(3)i. The shop drawings shall be approved by the building code official before the start of the system installation.
- § 403.42a(f)(3)ii The shop drawings must contain the information required by the referenced installation standards contained in the "International Building Code."
- § 403.42a(g) Construction documents shall contain the following information related to the exterior wall envelope:
- § 403.42a(g)(i) Description of the exterior wall envelope indicating compliance with the Uniform Construction Code
- § 403.42a(g)(i) Flashing details
- § 403.42a(g)(1) Details relating to intersections with dissimilar materials, corners, end details, control joints, intersections at roof eaves, or parapets, means of drainage, water-resistive membrane and details around openings.
- § 403.42a(h) Construction documents shall contain a site plan that is drawn to scale. The building code official may waive or modify the following site plan requirements if the permit application is for an alteration or repair or if waiver or modification is warranted. Site plan requirements include all of the following:
- § 403.42a(h)(1) The size and location of new construction and existing structures on the site.
- § 403.42a(h)(2) Accurate boundary lines.
- § 403.42a(b)(3) Distances from lot lines.
- § 403.42a(b)(4) The established street grades and the proposed finished grades.
- § 403.42a(h)(5) If the construction involves demolition, the site plan shall indicate construction that is to be demolished and the size and location of existing structures and construction that will remain on the site or plot.
- § 403.42a(h)(6) Location of parking spaces, accessible routes, public transportation stops and other required accessibility features.
- § 403.42a(i) A building code official may waive or modify the submission of construction documents, that are not required to be prepared by a licensed architect or engineer, or other data if the nature of the work applied for does not require review of construction documents or other data to obtain compliance with the Uniform Construction Code. The building code official may not waive the submission of site plans that relate to accessibility requirements.
- § 403.42a(m) An applicant for an annual permit under § 403.42(f) shall complete an application and provide information regarding the system that may be altered and the date that approval was previously provided for the approved electrical, gas, mechanical or plumbing installation.
- § 403.42a(n) A permit applicant shall comply with the permit certification or licensure requirements of the following laws applicable to the construction:
- § 403.42a(n)(i) The Boiler and Unfired Pressure Vessel Law (35 P. S. §§ 1331.1 - 1331.19).
- § 403.42a(n)(2) The Propane and Liquefied Petroleum Gas Act (35P. S. §§ 1329.1 - 1329.19).
- § 403.42a(0)(3) The Health Care Facilities Act.
- § 403.42a(0)(4) The Older Adult Daily Living Centers Licensing Act.

4223 BRISTOL RD RECEIVED

MAY 20 2019

BENSALEM TOWNSHIP
BUILDING AND PLANNING



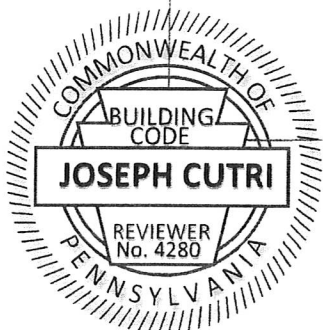
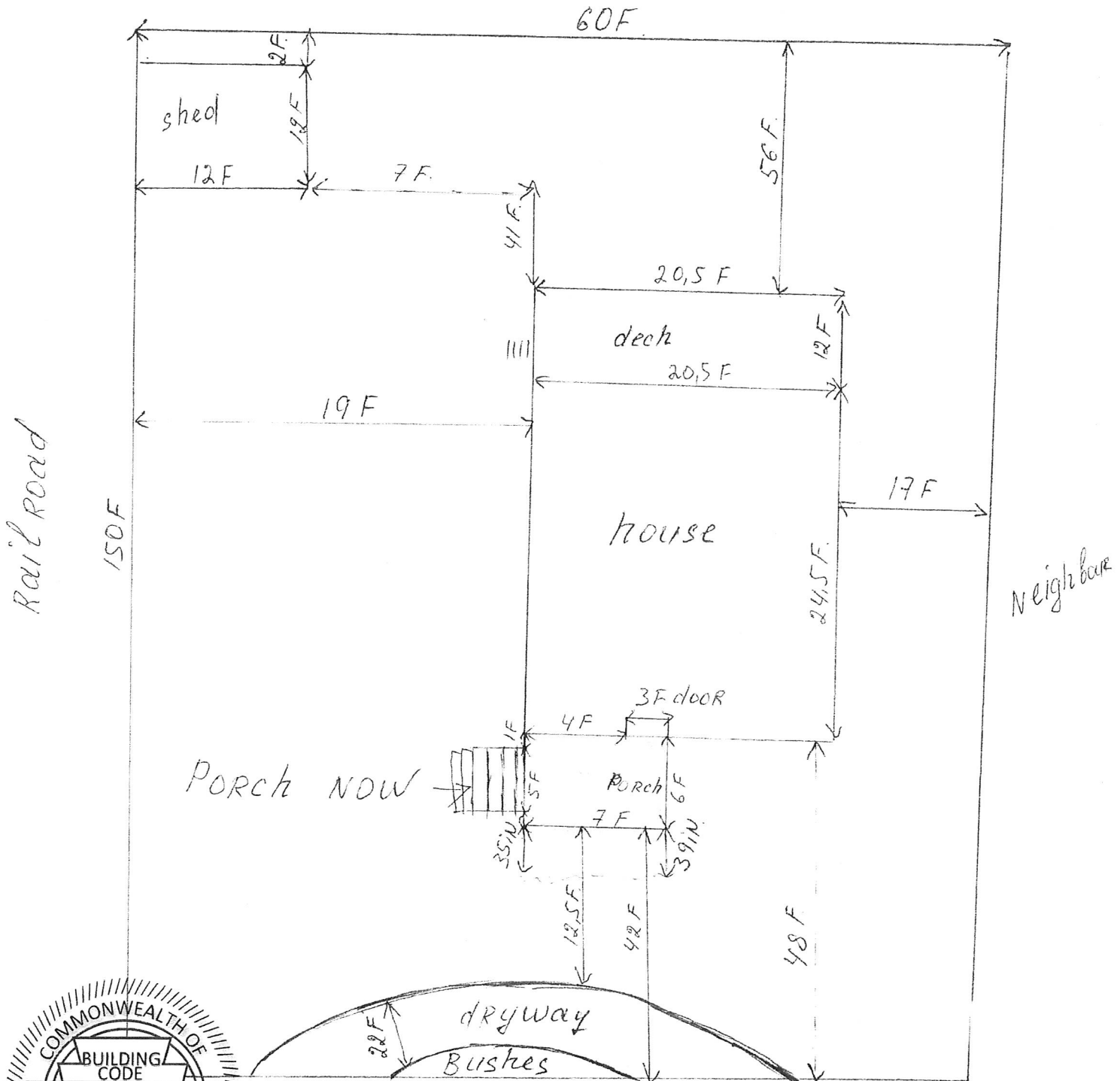
4223 BRISTOL RD.
PA 19053

4223 BRISTOL RD

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BENSALEM TOWNSHIP
BUILDING AND PLANNING

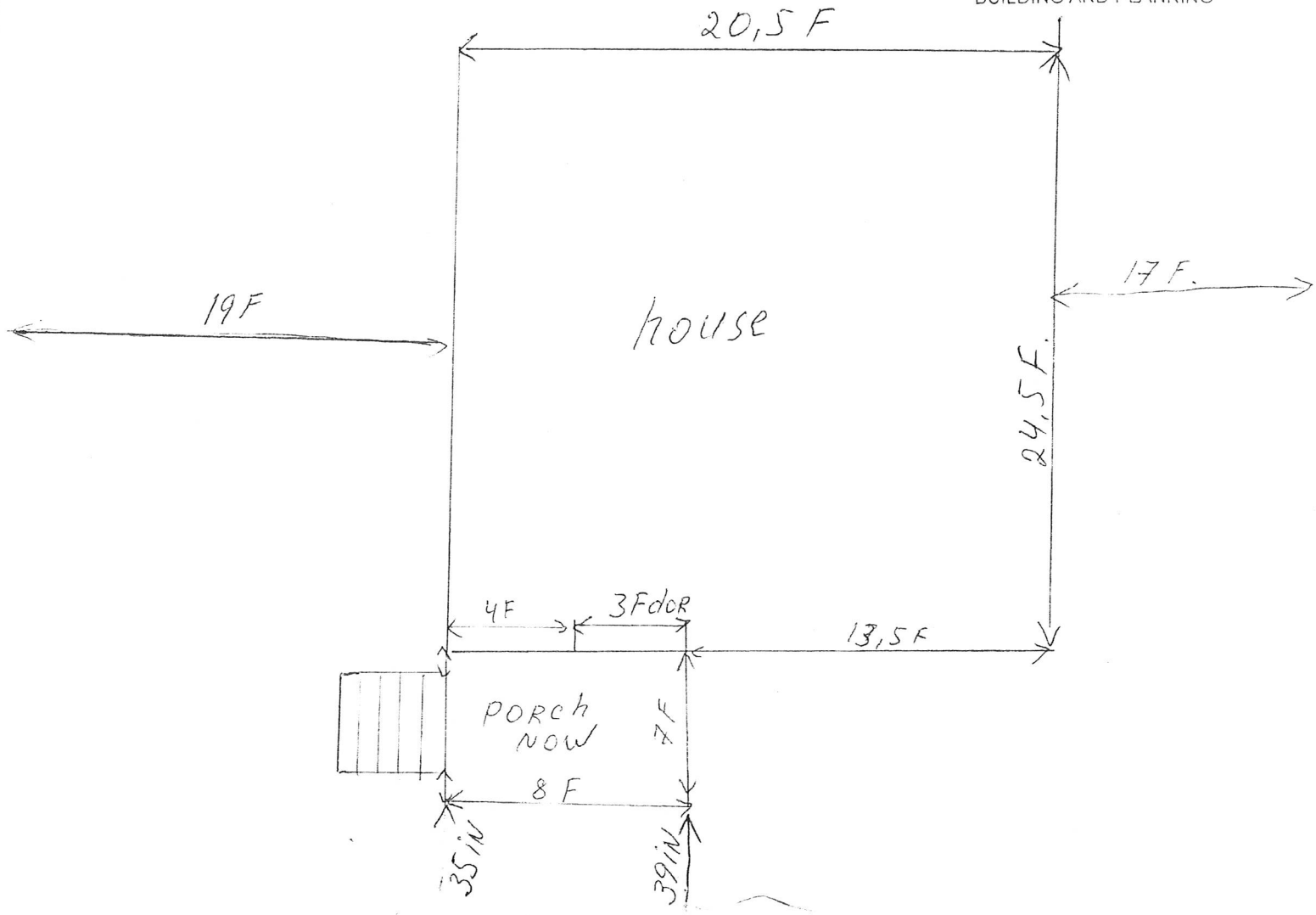


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BUILDING AND PLANNING

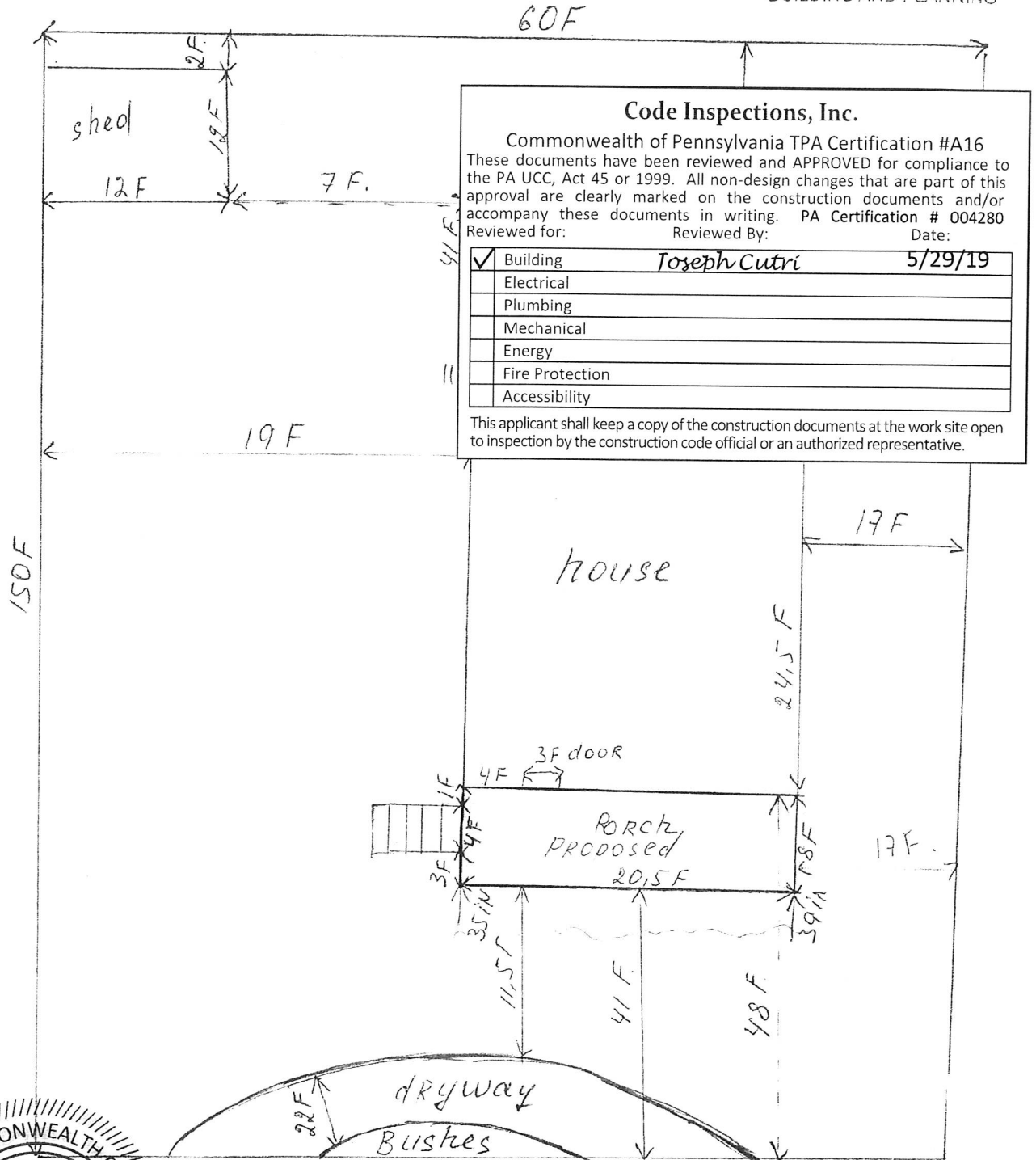


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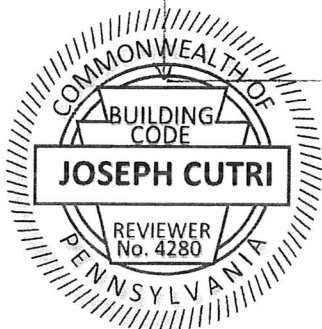
BENSALEM TOWNSHIP
BUILDING AND PLANNING



Code Inspections, Inc.
 Commonwealth of Pennsylvania TPA Certification #A16
 These documents have been reviewed and APPROVED for compliance to the PA UCC, Act 45 or 1999. All non-design changes that are part of this approval are clearly marked on the construction documents and/or accompany these documents in writing. PA Certification # 004280
 Reviewed for: _____ Reviewed By: _____ Date: _____

<input checked="" type="checkbox"/>	Building	Joseph Cutri	5/29/19
<input type="checkbox"/>	Electrical		
<input type="checkbox"/>	Plumbing		
<input type="checkbox"/>	Mechanical		
<input type="checkbox"/>	Energy		
<input type="checkbox"/>	Fire Protection		
<input type="checkbox"/>	Accessibility		

This applicant shall keep a copy of the construction documents at the work site open to inspection by the construction code official or an authorized representative.

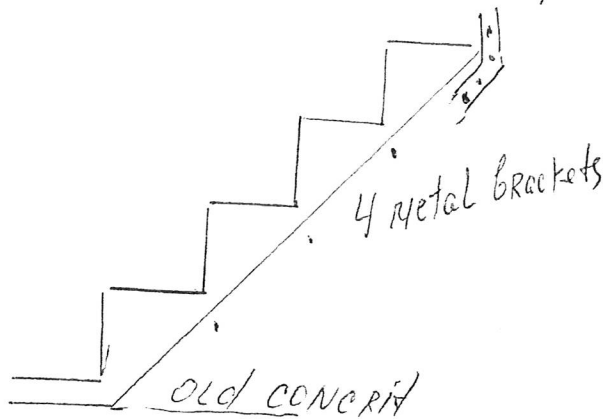
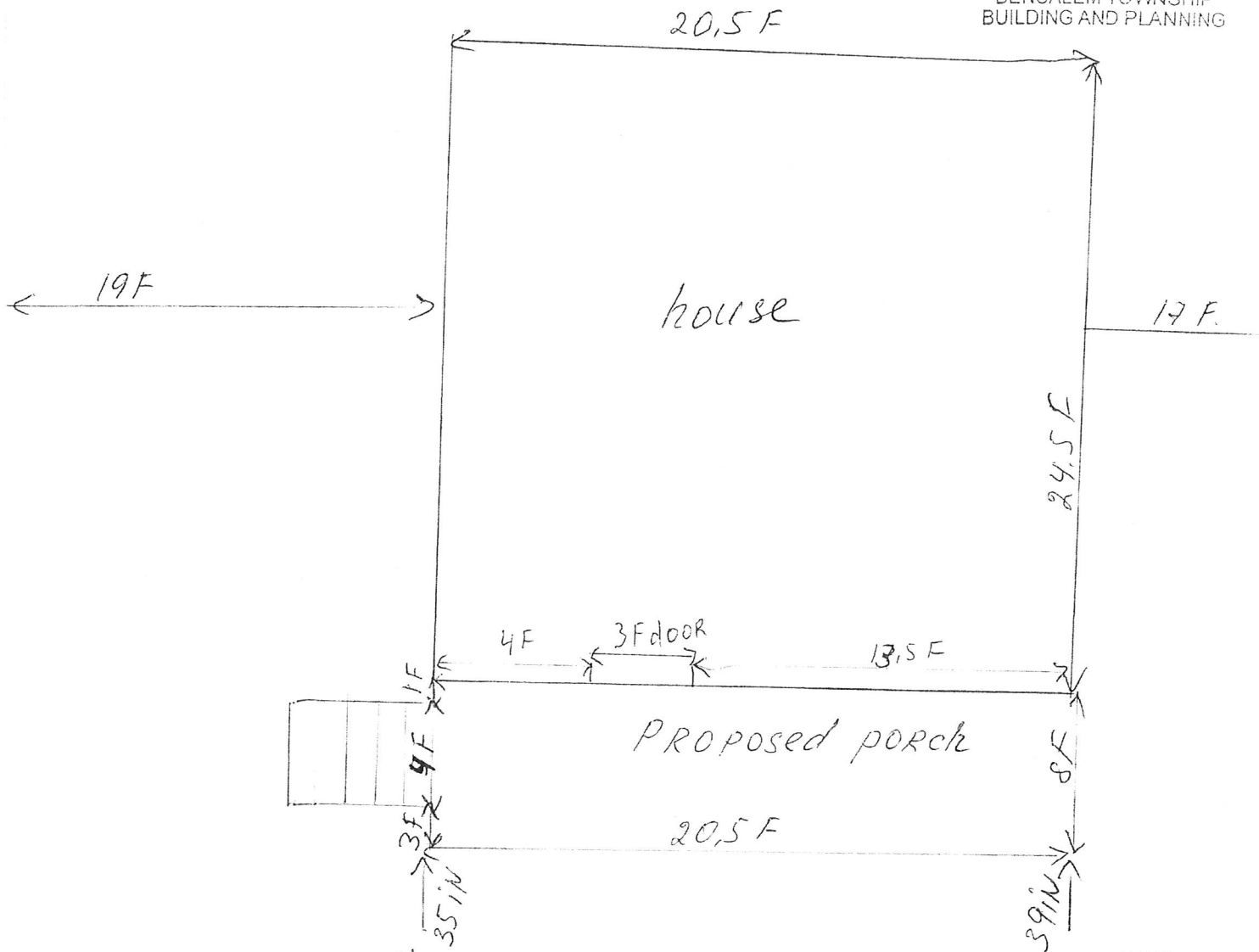


4223 BRISTOL RD

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MAY 20 2018

BENSALEM TOWNSHIP
BUILDING AND PLANNING

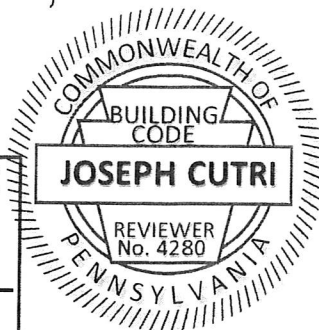


Stairway Requirements: Per PA-UCC

- Max Riser Height: 8 1/4"
- Min Tread Depth: 9"

Handrail Requirements: Per IRC

- Must be graspable
- Shall return to wall or post
- 34" -38" to TOP of rail measured from nosing of treads



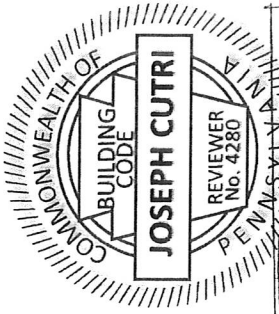
4223 BRIS401

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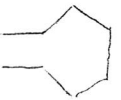
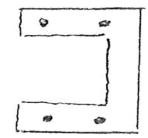
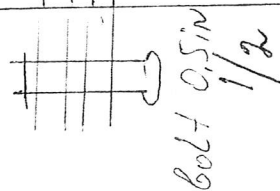
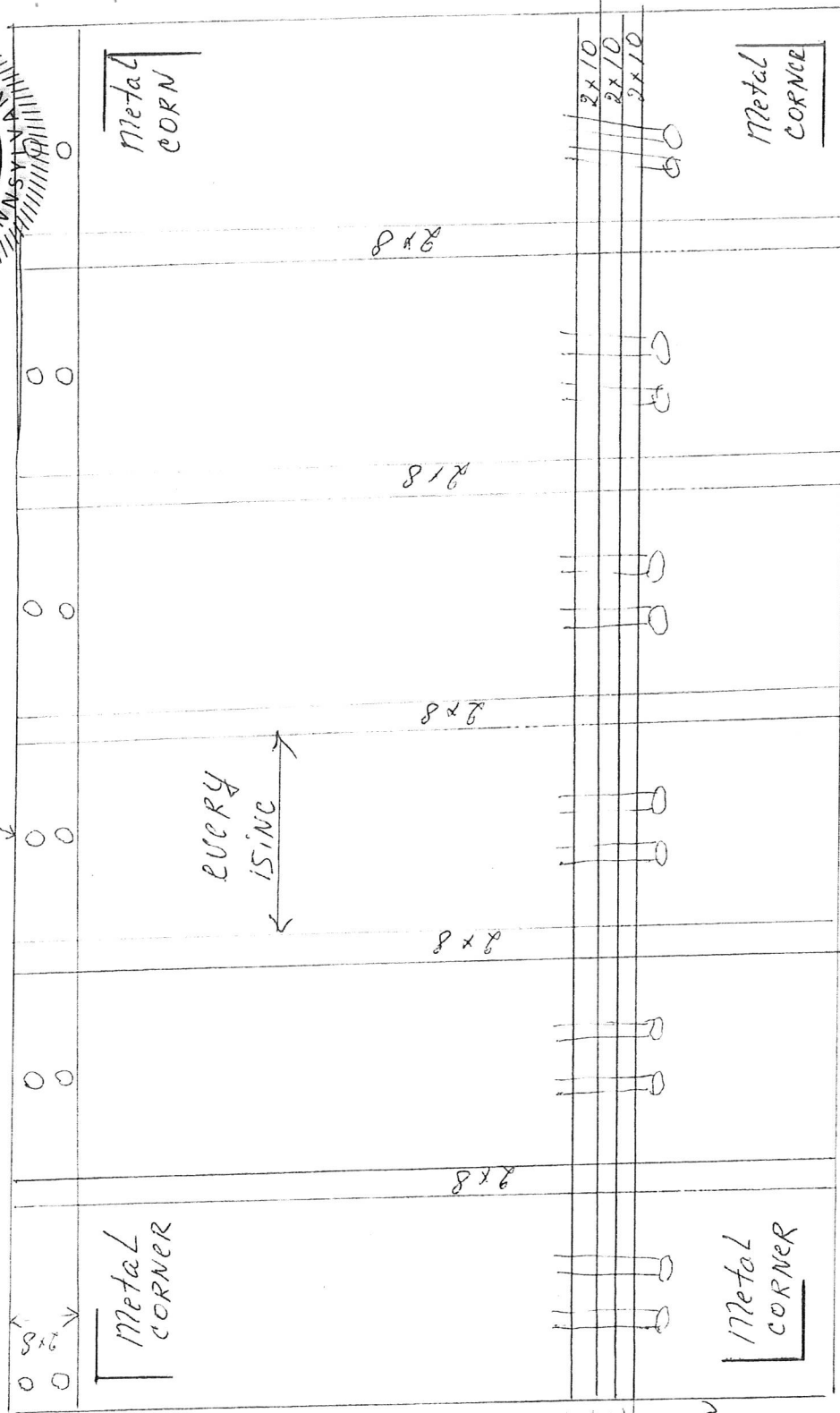
MAY 20 2019

BENSALEM TOWNSHIP
BUILDING AND PLANNING

See Attached
Ledger Board
connection and
lateral load
connection detail.



Bolts 8 inc. 1/2



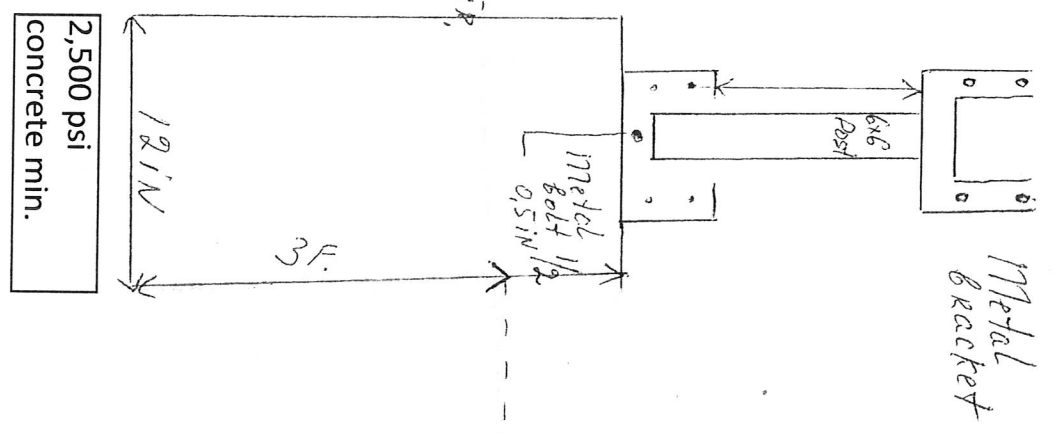
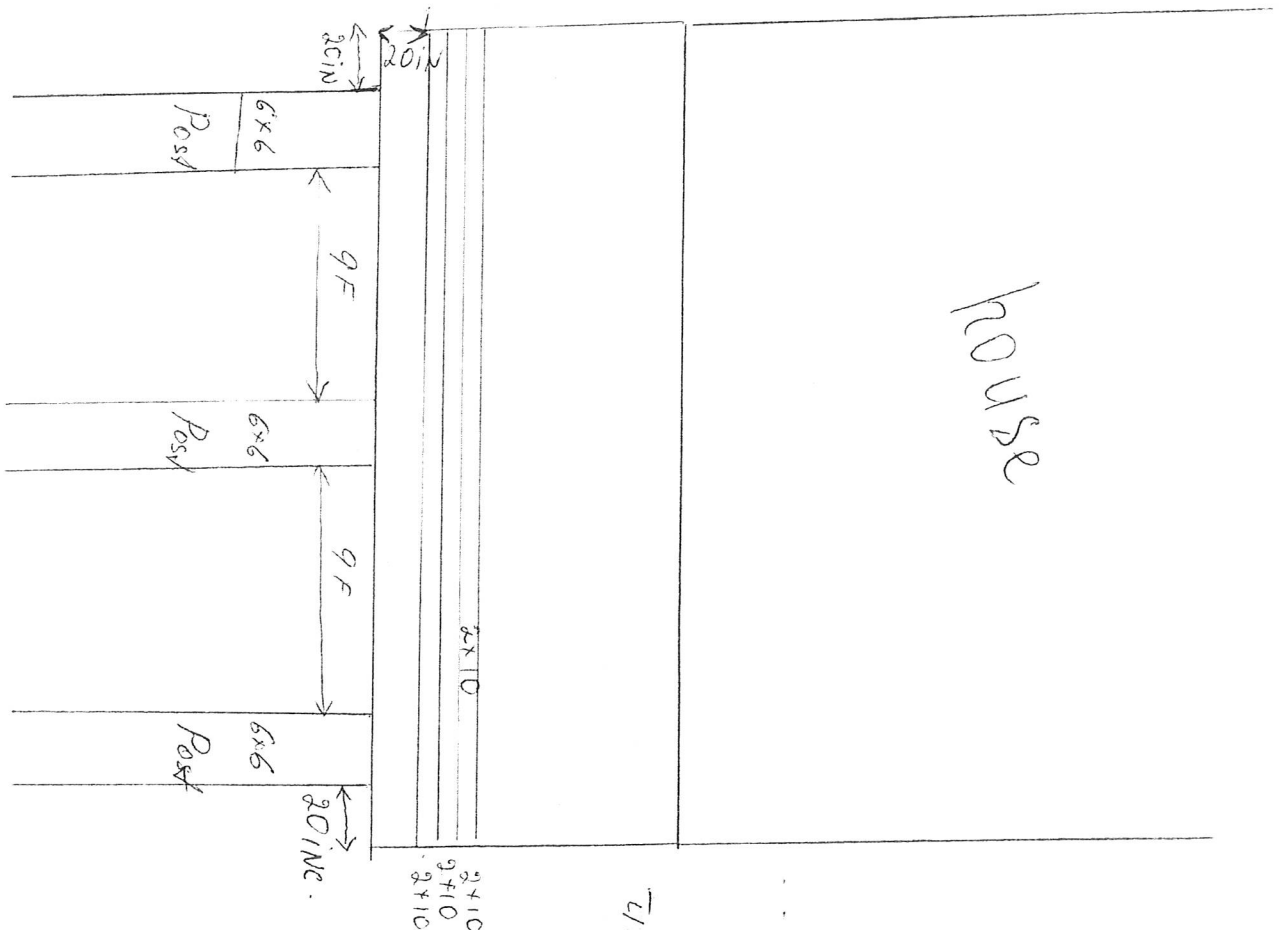
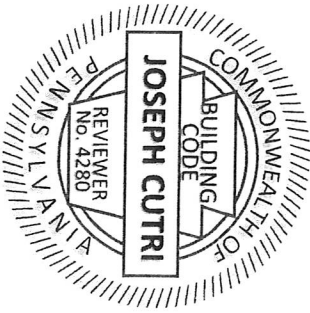
Metal BRACKET every wood 2x8 both side
1x6 deck wood FLOOR
every 2x8 and 2x10 this bracket

4223 BRISTOL RD

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BENSALEM TOWNSHIP
BUILDING AND PLANNING



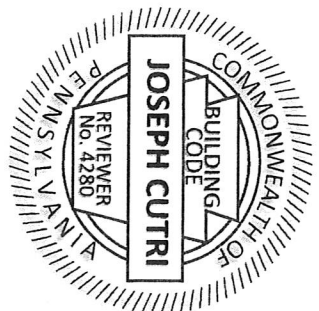
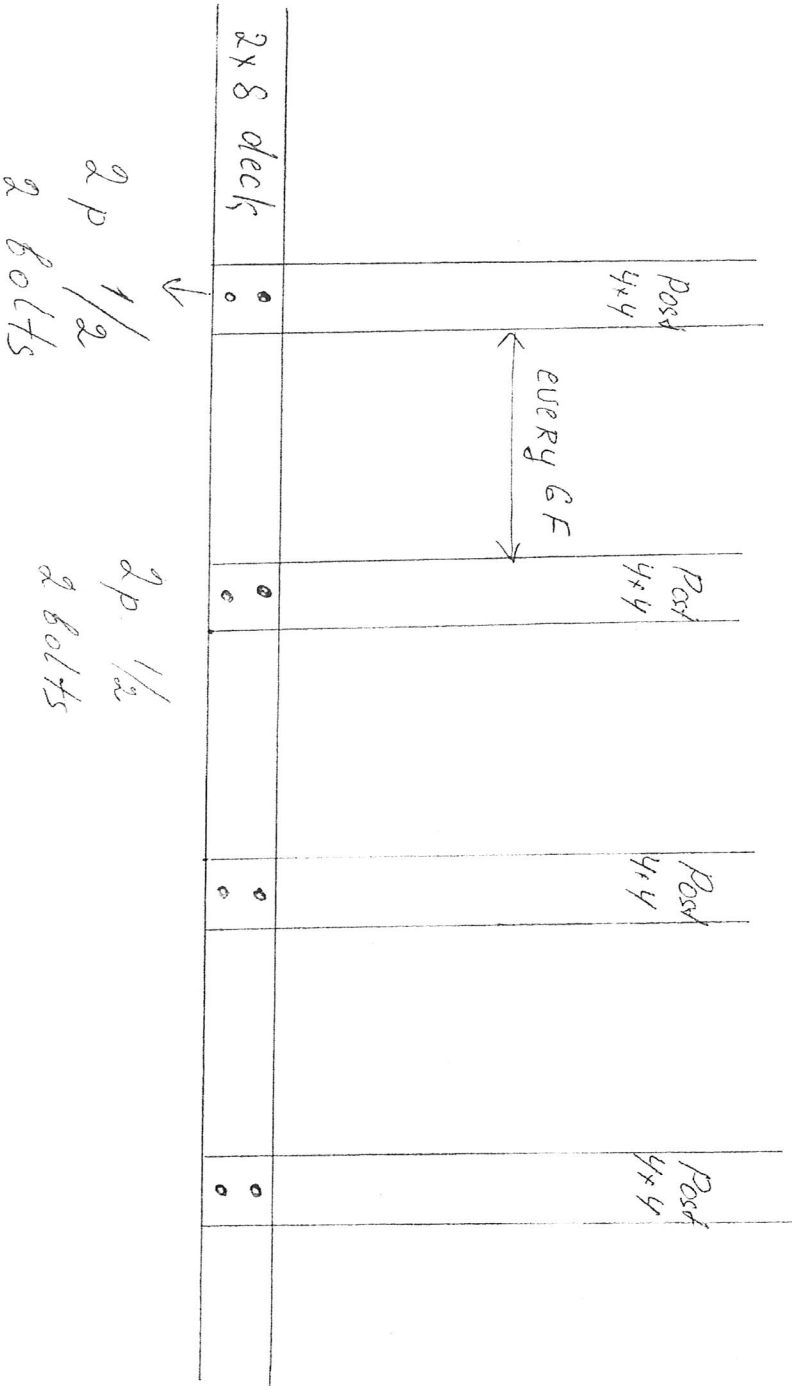
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BENSALEM TOWNSHIP
BUILDING AND PLANNING

Guardrails shall be 36" high min.
Ballusters shall be spaced so that
a 4" sphere cannot pass between
them.



Deck ledger to be attached to structure in accordance with Table 507.2 of the 2015 IRC; aluminum flashing is not permitted to make contact with pressure treated lumber.

TABLE R507.2 DECK LEDGER CONNECTION TO BAND JOIST^{a, b} (Deck live load = 40 psf, deck dead load = 10 psf, snow load ≤ 40 psf)

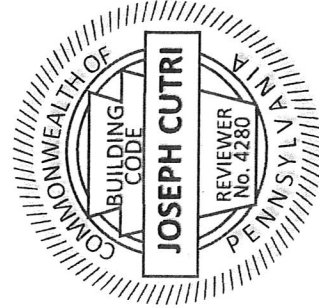
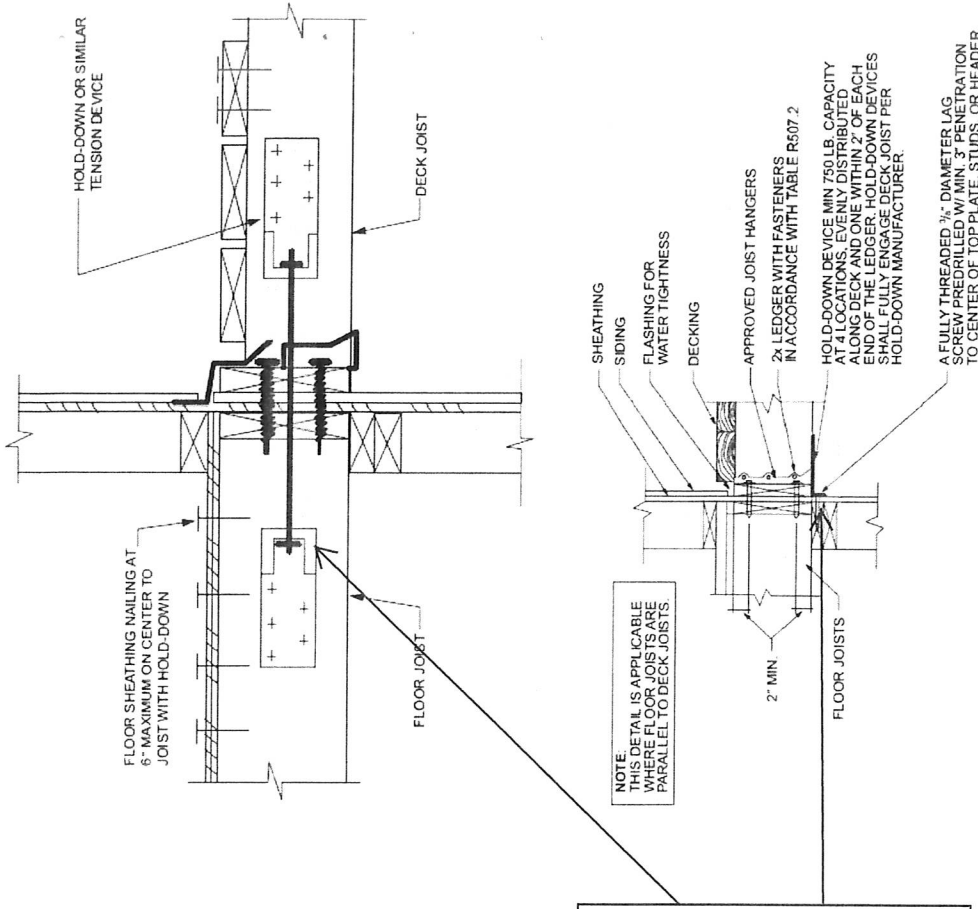
CONNECTION DETAILS	JOIST SPAN						
	6' and less	6'1" to 8'	8'1" to 10'	10'1" to 12'	12'1" to 14'	14'1" to 16'	16'1" to 18'
¹ / ₂ -inch diameter lag screw with ¹ / ₂ -inch maximum sheathing ^{c, d}	30	23	18	15	13	11	10
¹ / ₂ -inch diameter bolt with ¹ / ₂ -inch maximum sheathing ^d	36	36	34	29	24	21	19
¹ / ₂ -inch diameter bolt with 1-inch maximum sheathing ^e	36	36	29	24	21	18	16

R507.2.4 Deck lateral load connection.

The lateral load connection required by Section R507.1 shall be permitted to be in accordance with Figure R507.2.3(1) or R507.2.3(2). Where the lateral load connection is provided in accordance with Figure R507.2.3(1), hold-down tension devices shall be installed in not less than two locations per deck, within 24 inches of each end of the deck. Each device shall have an allowable stress design capacity of not less than 1,500 pounds (6672 N). Where the lateral load connections are provided in accordance with Figure R507.2.3(2), the hold-down tension devices shall be installed in not less than four locations per deck, and each device shall have an allowable stress design capacity of not less than 750 pounds (3336 N).

E3901.7 Outdoor outlets.

At least one receptacle outlet that is accessible while standing at grade level and located not more than 6'-6" above grade, shall be installed outdoors at the front and back of each dwelling unit having direct access to grade. Balconies, decks, and porches that are accessible from inside of the dwelling unit and that have a usable area of 20 ft² or greater shall have at least one receptacle outlet installed within the perimeter of the balcony, deck, or porch. The receptacle shall be located not more than 6'-6" above the balcony, deck, or porch surface.



Compliance Requirements

Code Inspections, Inc.

Phone: (215)672-9400

County: **Bucks County**

Township: **Bensalem Township**

Application Date: **5/14/2019**

Approval Date: **6/5/2019**

Permit Number: **BU/BS 19-0152**

Owner: Olga Gotsak

Owner Phone #: (267)298-7465

Owner Address: 7 New Street

Willow Grove PA 19090

Site Location: 4223 Bristol Road

Tax Parcel #: 02017137

Lot #: Subdivision/Land Development:

Block:

Unit:

Description of Work: Front Porch 8x12

Mfg Home Framed Home

Res-Check provided Com-Check

Required Inspections

- Final Building
- Footings
- Rough Framing

Approval Comments:

Exempt from Exempted By: _____

If indicated by the check box above, and signed by the Building Code Official, this project, as submitted, has been deemed exempt from permit in accordance with UCC regulations. A Construction Permit shall not be issued, unless the applicant requests to proceed with the permit process. By signing this section, you are hereby certifying that you understand a permit is not required, and further request to continue with the permit process.

Signature of Owner or Authorized Agent

Print Name of Owner or Authorized Agent

Residential
 Commercial

Total Est. Cost of Construction: \$3,000.00

Approved
 Approved w/ comments

Building Fee:	\$159.00	Plan Review Fee:	\$0.00	Amount Received:	\$0.00
		Certificate Fee:	\$0.00	Payment Method	
		Municipal Fee:	\$0.00		
		CoG Fee:	\$0.00	Date Received:	
		State Fee:	\$4.50	Grand Total:	\$163.50

When you provide a check as payment, you authorize Code Inspections, Inc. either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

The applicant certifies that all work will be completed in accordance with the approved construction documents and PA Act 45 (Uniform Construction Code) and any additional approved building code requirements adopted by the Municipality. The property owner and applicant assumes responsibility of notifying Code Inspections, Inc. when ready for all required inspections indicated above.

Signature of Owner or Authorized Agent

Print Name of Owner or Authorized Agent

Address

Date

Code Inspections, Inc.

Call (215)672-9400 for inspections

CONSTRUCTION PERMIT

FOR WORK INVOLVING:

* **Building**

Permit Number: **BU/BS 19-0152**

Issue Date: **6/05/2019**

Municipality: **Bensalem Township**

County: **Bucks County**

Owner: **Olga Gotsak**

Block: Unit:

Site Location: **4223 Bristol Road**

Parcel: **02017137**

Lot #:

Subdivision/Land Development:

Type of Work or Improvement: **Deck**

Description of Work: **Front Porch 8x12**

Code Official: Joseph Cutri

APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTIONS HAVE BEEN MADE.

THIS PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK IS NOT STARTED WITHIN SIX MONTHS OF DATE THE PERMIT IS ISSUED AS NOTED ABOVE

POST THIS CARD SO IT IS VISIBLE FROM STREET

Permit Number
2019-1314

**Bensalem Township, Bucks
County, PA**

CII Copy

Issue Date:
06/05/2019

**CONSTRUCTION
PERMIT**

Control #: 73338

Application Date:	5/14/2019	Approval Date:	
Site Location:	4223 Bristol Road	Owner Name:	Olga Gotsak
Tax Parcel	02017137	Owner Address:	7 New Street
Block:	Unit:		Willow Grove PA 19090
Lot Number:		Owner Phone:	(267)298-7465
Subdivision/Development:		Owner Fax:	

Improvement Type: Deck

Use Group:	R-3	Building Area SF:	0
Construction Type:	V B	Max. Occupancy Load:	0
Construction Code:	2015 IRC	Work Description:	Front Porch 8x12

Building	Est. Constr. Cost: \$3,000.00	Permit Fee:	\$159.00
Bedrooms	Living Area (SF)	Street Frontage(FT)	Right Set Back (FT)
Full Bath	Basement Area (SF)	Front Set Back (FT)	Height Above Grade (FT)
Partial Bath	Office/Sales(SF)	Rear Set back (FT)	
Building Area (SF)	164 Service (SF)	Left Set Back (FT)	

Permit Summary

Total Cost of Construction: \$3,000.00

Code Official: **Joseph Cutri**

Home Type:	Permit Fee Totals	\$159.00	Municipal Fee:	\$0.00	Amt Paid:	<input type="text" value="\$0.00"/>
Project: Comm/Res	Plan Review Fee:	\$0.00	COG Fee:	\$0.00	Pay Method:	<input type="text"/>
	Certificate Fee:	\$0.00	State Fee:	\$4.50	Date Paid:	<input type="text"/>
			Permit Total:	\$163.50		



BENSALEM TOWNSHIP

2400 Byberry Road • Bensalem PA 19020
CALL 215-633-3644 FOR INSPECTIONS

CONSTRUCTION PERMIT

PURSUANT TO THE CODE of THE TOWNSHIP of BENSALEM CHAPTER 232 ZONING and
PENNSYLVANIA UNIFORM CONSTRUCTION CODE. ACT NUMBER 45

Permit Number: 2019-1314

Issue Date: 06/04/2019

Site Location: 4223 BRISTOL RD TREVOSE, PA 19053

Owner: OLGA GOTSAK

Tax Parcel No.: 02017137

SCOPE OF WORK INCLUDES THE FOLLOWING PERMITS:

Zoning

■ FRONT PORCH 8X12

A handwritten signature in black ink, appearing to read "Kenneth Farrall".

Kenneth Farrall, Director of Building & Planning

APPROVED PLANS AND PAPERWORK MUST BE RETAINED ON THE JOB AND THIS PLACARD MUST BE KEPT POSTED UNTIL FINAL INSPECTIONS HAVE BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN MADE.

THIS PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK HAS NOT COMMENCED SIX MONTHS FROM THE DATE THIS PERMIT IS ISSUED AS NOTED ABOVE.

POST THIS CARD SO IT IS VISIBLE FROM THE STREET