



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

2/2/2024

Appeal Number:

2024-0339

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: May 26, 2023
- ☐ Special Exception
- ☒ Variance from the terms of the Zoning Ordinance of the Township of Bensalem

Appellant Name: Kamlesh C. and Reshma K. and, Rimpal Patel

Address: 5107 Inlet Dr Bensalem PA 19020

Phone No. 224-334-0989

E-Mail Address: manav.2206@gmail.com

Owner's Name: Kamlesh C & Reshma Patel

Address: _____

Phone No. _____

E-Mail Address: _____

Attorney Name: none

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 checked="" type="checkbox"/> Lot Area |
| <input checked="" type="checkbox"/> Height | <input type="checkbox"/> Yards |
| <input type="checkbox"/> Existing Building | <input checked="" type="checkbox"/> Proposed Building |

☐ Occupancy

☐ Other: (describe) We have put paver around the backyard
which includes a retaining wall and 5 ft set backs
from each side

2. Brief description of Real Estate affected:

Tax Parcel Number:

none 02-074-162

Location:

House backyard

Lot Size:

20 ft x 20 ft

Present Use:

12 ft x 10 ft

Proposed Use:

19 ft x 18 ft

Present Zoning Classification:

Present Improvement upon Land:

Deed recorded at Doylestown in Deed Book 10129/2018 Page 5

Invoice - 969852

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

Our main Idea was to build a deck but with
the given set backs it was not possible.

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

Date Determination was made:

May 28, 2023

Your statement of alleged error of Zoning Administrative Office:

The owner of the house don't speak English and
they didn't know a permit would be required
for doing pavers.

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):

The Backyard was always been uneven for anything. Woods were everywhere, grass was less and it was way hard to maintain the lawn.

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

We wanted do the pavor so we can maintain our backyard and still be able to use it. We also wanted to make sure that we don't harm anyone else property that's why we installed

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.

We want our proposed idea to be approve because we want to use our backyard to the full potential however we havent done that since we moved into this place. However we also don't want to

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.

R. R. Patel
Appellant's or Owner's Signature

Date 01/03/2023

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

Sworn to and subscribed before me this

3 day of January 200 2024

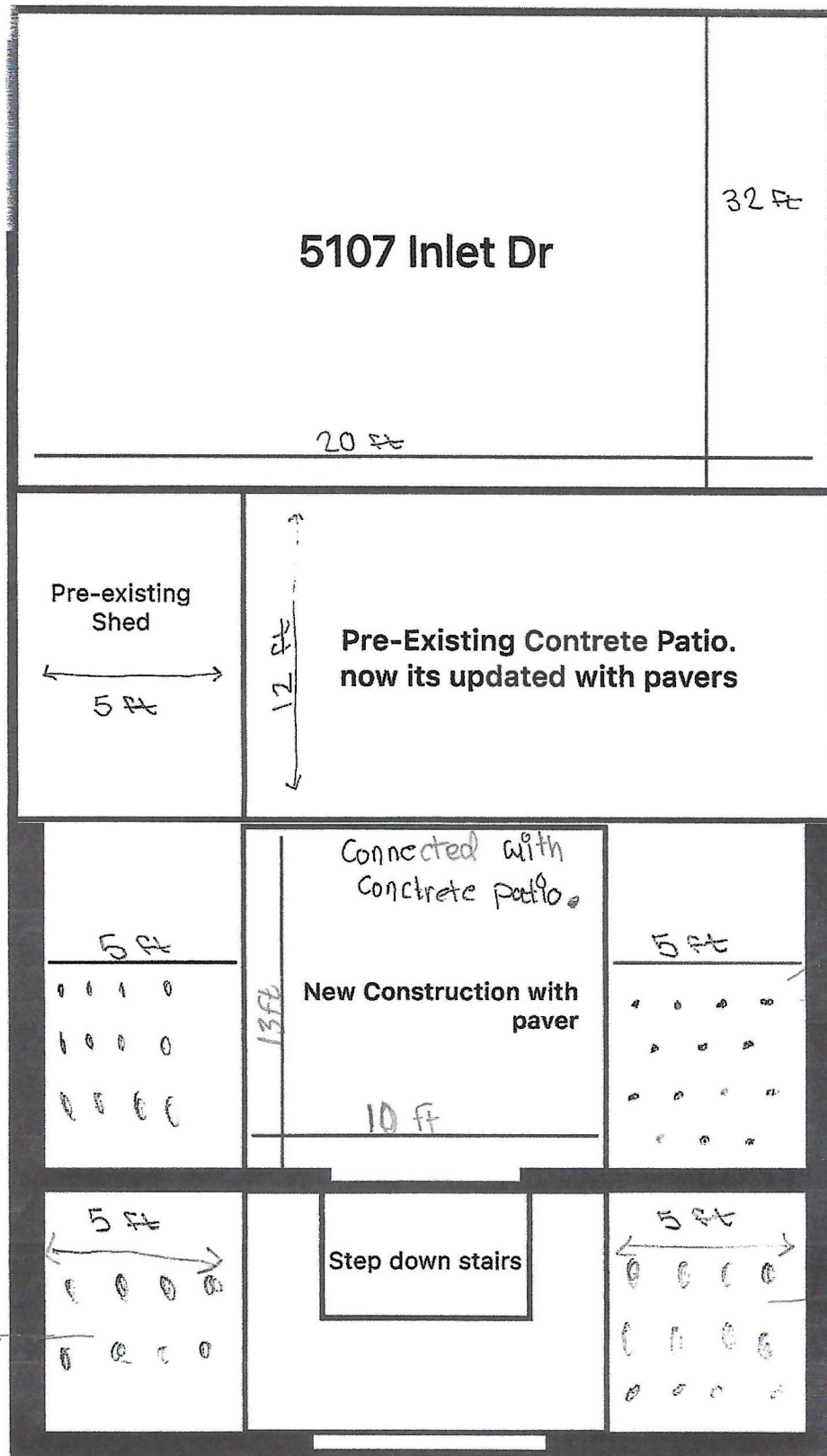
Notary Public

My commission expires: 03-27-2024

Commonwealth of Pennsylvania - Notary Seal
Stephen C. James, Notary Public
Bucks County
My commission expires March 27, 2024
Commission number 1268064
Member, Pennsylvania Association of Notaries

Pavers Size: 4.5' x 9'
Charcoal & Mocha Color

Plot Plan



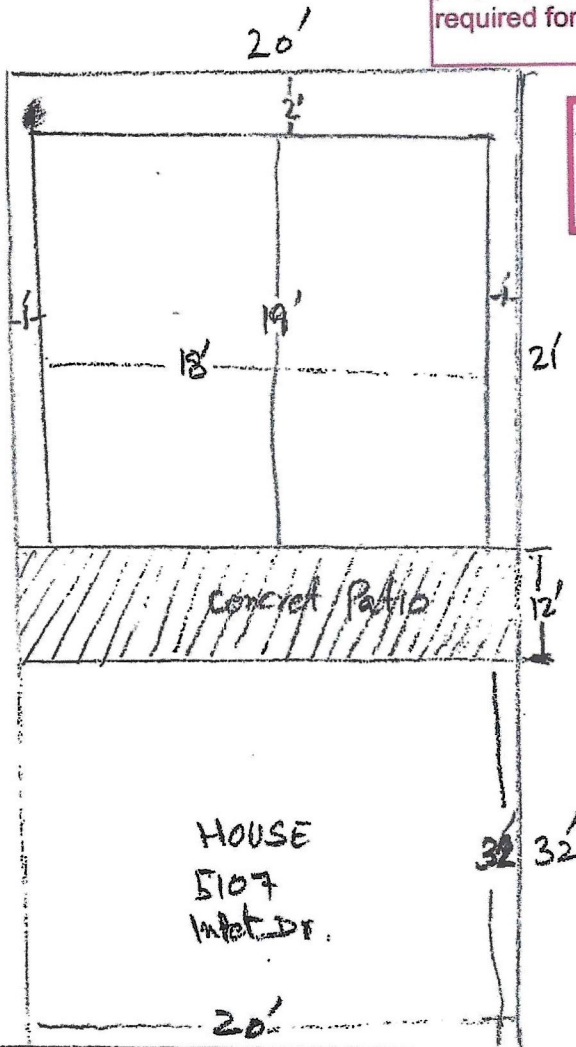
5107 Inlet Dr.
Bensalem, PA 19020

structure

+

ES
K

1. since this is a wood structure not connecting to anything the 2 ft rear setback and the sides 1 ft setback are in violation of section 232-583(a)(2) which states that the accessory structure must be min 5 ft from property lines. a zoning variance would be required for this item



Paul H. H.
**ZONING
REJECTED**

Call 215-633-3652
for stakeout inspection
before excavation.

grade must be
restored to its
original condition
for positive
drainage

Inlet Dr.

RECEIVED

AUG 12 2022

Bensalem Township
Building & Planning

Page: 3

≡ Author: qnearon Subject: Text Box Date: 9/7/2022 11:03:27 AM

1. since this is a wood structure not connecting to anything the 2 ft rear setback and the sides 1 ft setback are in violation of section 232-583(a)(2) which states that the accessory structure must be min 5 ft from property lines. a zoning variance would be required for this item

👤 Author: qnearon Subject: ZONING REJECTED Date: 9/7/2022 11:04:42 AM

👤 Author: qnearon Subject: CALL FOR STAKEOUT Date: 9/7/2022 11:04:45 AM

≡ Author: qnearon Subject: Text Box Date: 9/7/2022 11:04:46 AM

grade must be restored to its original condition for positive drainage

Second rejection

Boards 522.5" x 9"
Charcoal & Noona color
388 x 9.5 x 1.37 Concrete Balbs



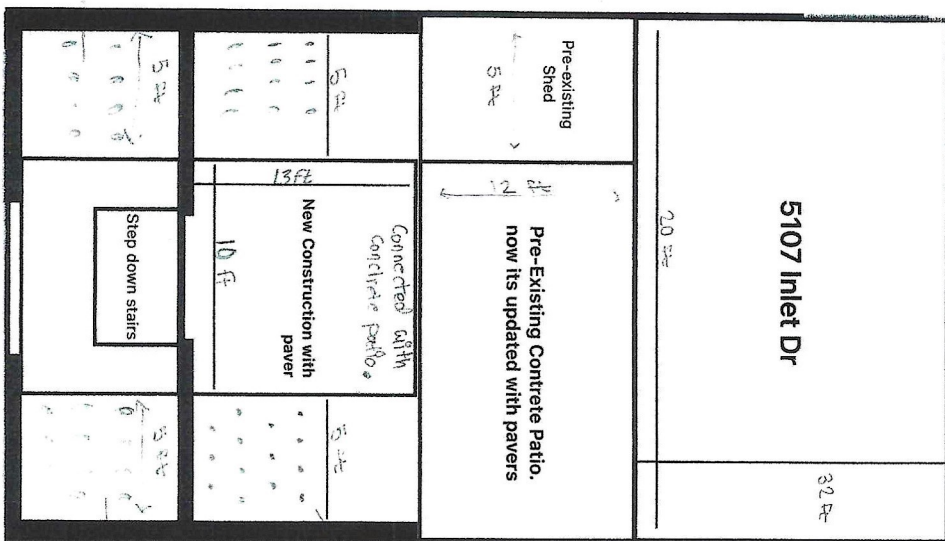
Page: 3

Author: kweber Subject: AOL REJ Date: 6/2/2023 1:22:41 PM

Author: kweber Subject: ZONING REJ Date: 6/2/2023 1:22:22 PM

Author: kweber Subject: Text Box Date: 6/2/2023 1:26:08 PM

1. Provide a plot plan with to include impervious calculations and all setbacks.
2. Sec. 232-181.(d). 60% maximum impervious permitted. Applicant to provide existing and proposed impervious cover.
3. Sec 201-106.(a).6. Shall not endanger adjoining property. Applicant to provide detailed information on the drainage installation located at property line.
4. Sec. 232-583.(c). The retaining wall shall be located no closer than three feet from property lines. Applicant to provide setbacks, dimensions including height of retaining walls.



1. Provide a plot plan with to include impervious calculations and all setbacks.
2. Sec. 232-181.(d). 60% maximum impervious permitted. Applicant to provide existing and proposed impervious cover.
3. Sec 201-106.(a).6. Shall not endanger adjoining property. Applicant to provide detailed information on the drainage installation located at property line.
4. Sec. 232-583.(c). The retaining wall shall be located no closer than three feet from property lines. Applicant to provide setbacks, dimensions including height of retaining walls.

Setbacks were updated.



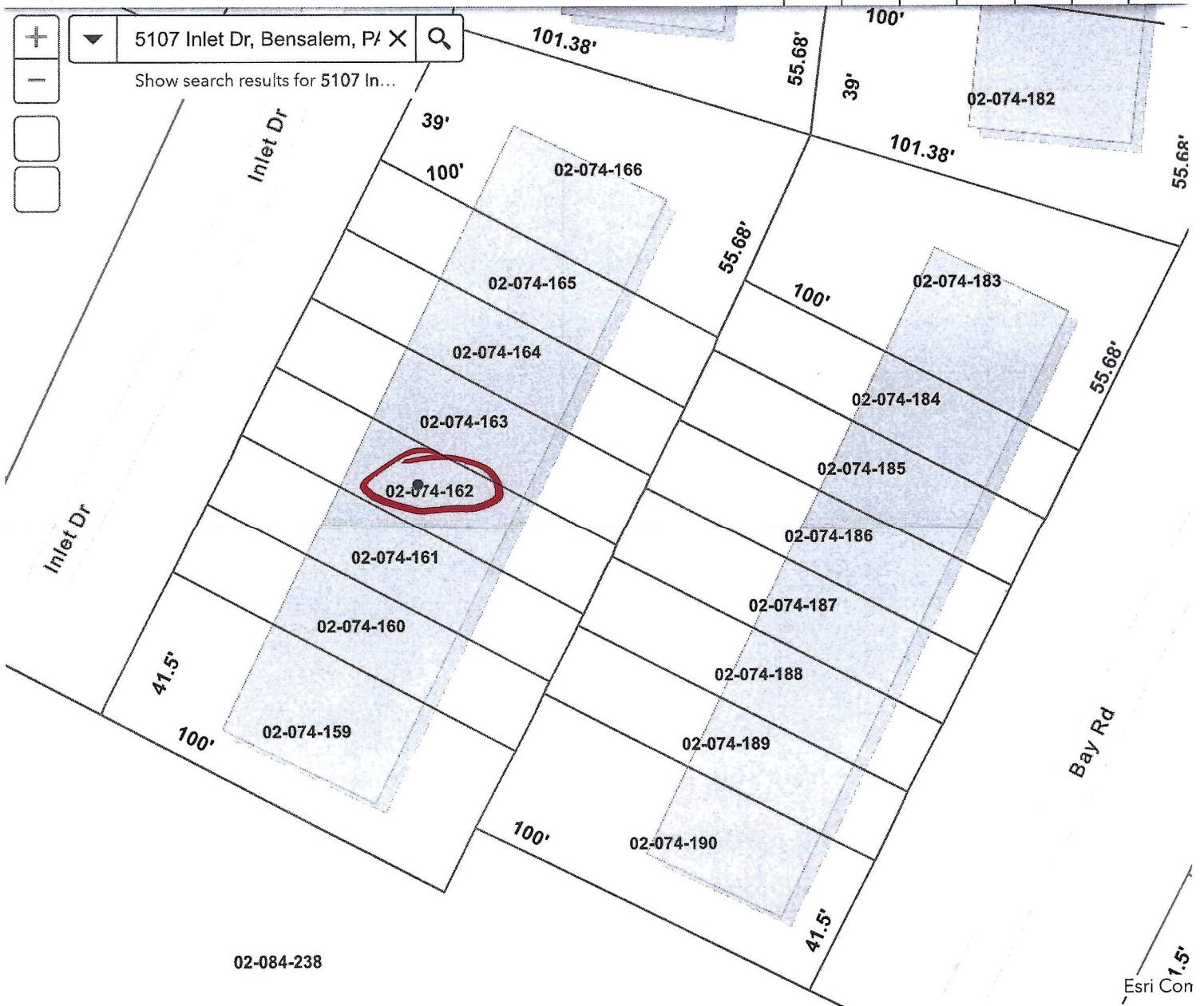
Bucks County Parcel & Floodplain Viewer



5107 Inlet Dr, Bensalem, PA X



Show search results for 5107 In...



40ft

-74.910 40.112 Degrees

This is an aerial map showing a coastal area with property boundaries and lot numbers. The map includes several streets labeled "Inlet Dr". Three red circles highlight specific features: a 20' lot, a lot with a black dot, and a 100' lot. Green lines indicate distances of 41.5' and 100'.

Property boundaries and lot numbers are shown. The lot numbers include 02-074-159, 02-074-160, 02-074-161, 02-074-162, 02-074-163, 02-074-164, and 02-074-165. The lot numbers 02-074-162 and 02-074-163 are circled in red. The lot number 02-074-162 is also marked with a black dot. The lot number 02-074-159 is marked with a green line and the number 100'. The lot number 02-074-160 is marked with a green line and the number 41.5'. The lot number 02-074-161 is marked with a green line and the number 20'. The lot number 02-074-162 is marked with a green line and the number 20'. The lot number 02-074-163 is marked with a green line and the number 20'. The lot number 02-074-164 is marked with a green line and the number 20'. The lot number 02-074-165 is marked with a green line and the number 20'.

BUCKS COUNTY RECORDER OF DEEDS

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

Instrument Number - 2018059563

Recorded On 10/29/2018 At 10:21:43 AM

* Total Pages - 5

* Instrument Type - DEED

Invoice Number - 969852

User - SMC

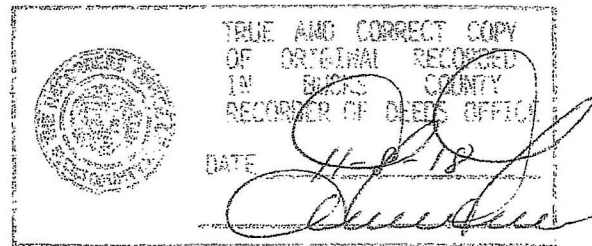
* Grantor - NIEVESWHITE, YESENIA

* Grantee - PATEL, KAMLESH C

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE TRANSFER TAX	\$2,350.00
RECORDING FEES	\$81.75
BENSALEM SCHOOL	\$1,175.00
DISTRICT REALTY TAX	
BENSALEM TOWNSHIP	\$1,175.00
TOTAL PAID	\$4,781.75



Bucks County UPI Certification
On October 29, 2018 By TF

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
NATIONAL INTEGRITY, LLC
110 BARCLAY PAVILION E
CHERRY HILL, NJ 08034

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.

14C325





WESTCOR

POLICY NO.
OP-7-NJ1138.01-6928185

**OWNER'S POLICY
TIRBOP MODIFIED (06-17-2006)**

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY
OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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.

COVERED RISKS Continued on next page

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

Issued By: NJ1138.01 * n38211

National Integrity, LLC

110 Barclay Pavilion East
Cherry Hill, NJ 08034

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary



WESTCOR
LAND TITLE INSURANCE COMPANY

**OWNER'S POLICY
SCHEDULE A**

Policy Number:
OP-7-NJ1138.01-6928185

Date of Policy:
October 29, 2018

Amount of Insurance:
\$235,000.00

File Number: N38211

Address Reference: 5107 Inlet Drive, Township of Bensalem, PA 19020

1. Name of Insured:

Kamlesh C. Patel and Reshma K. Patel, husband and wife as to 40% ownership and Rimpal R. Patel as to 60% ownership

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

Fee Simple

3. Title is vested in:

Kamlesh C. Patel and Reshma K. Patel, husband and wife as to 40% ownership and Rimpal R. Patel as to 60% ownership, by Deed from Yesenia Nieves-White, dated 10/19/2018, recorded 10/29/2018, in the Bucks Clerk/Register's Office bearing Instrument Number 2018059563.

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

SEE DESCRIPTION ATTACHED.

Westcor Land Title Insurance Company

Fran Turchi

Fran Turchi
Authorized Officer or Agent

Issued by
National Integrity, LLC
110 Barclay Pavilion East
Cherry Hill, NJ 08034
856-427-4343 Fax: 856-427-0180



By

Mary C. Dannel

President

Attest

Secretary

National Integrity, LLC
110 Barclay Pavilion East
Cherry Hill, NJ 08034
856-427-4343 Fax: 856-427-0180
EMAIL: packages@integritynj.com www.integritynj.com

November 5, 2018

Kamlesh C. Patel and Reshma K. Patel and Rimpal R. Patel
5107 Inlet Drive
Bensalem, PA 19020

Re: Application No: **N38211**
Premises: **5107 Inlet Drive, Township of Bensalem**
County: **Bucks, PA**
Purchaser(s): **Kamlesh C. Patel and Reshma K. Patel, husband and wife as to 40% ownership and Rimpal R. Patel as to 60% ownership**
Seller(s): **Yesenia Nieves-White**

Dear Sir or Madam:

Enclosed please find the following document, which we suggest you keep in a safe place, pertaining to the above captioned file.

☒ **Original Owner's Title Policy**
☒ **Original Recorded Deed**

Should you have any questions concerning the above, please feel free to contact our office. Thank you for letting us assist you in your purchase.

Very truly yours,

Fran Turchi

Fran Turchi
National Integrity, LLC

Enclosures

DEED	
<p>FROM:</p> <p>Yesenia Nieves-White <i>Grantor,</i></p> <p>TO:</p> <p>Kamlesh C. Patel and Reshma K. Patel and Rimpal R. Patel <i>Grantee</i></p>	<p><i>Please return the recorded document to:</i></p> <p>National Integrity, LLC 110 Barclay Pavilion East Cherry Hill, NJ 08034</p> <p>File No.: N38211</p>

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

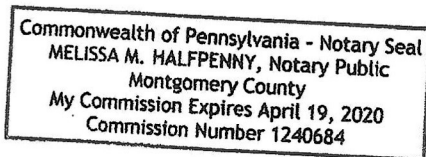
Sealed and Delivered
IN THE PRESENCE OF US:

_____	<u><i>Yesenia Nieves White</i></u> {SEAL}
_____	<u>Yesenia Nieves-White</u> {SEAL}
_____	_____ {SEAL}
_____	_____ {SEAL}

Commonwealth of Pennsylvania
County of Bucks

On this the 19 day of October, 2018, before me, the undersigned Notary Public, personally appeared Yesenia Nieves-White, 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.



Melissa M Halfpenny
Notary Public
My Commission Expires 4/19/20

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

5107 Inlet Drive

Bensalem, PA 19020

M Halfpenny
On behalf of the Grantee

File No.: N38211

Parcel ID No.: 02074162

This Indenture, made 19th of October, 2018

Between

Yesenia Nieves-White

Record & Return of
National Integrity LLC
110 Barclay Pavilion East
Cherry Hill, NJ 08034

(hereinafter called the Grantors/Sellers), of the one part; and

**Kamlesh C. Patel and Reshma K. Patel, husband and wife as to 40% ownership and
Rimpal R. Patel as to 60% ownership**

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

Witnesseth that the said Grantor for and in consideration of the sum of **\$235,000.00** lawful money of United States of America, unto Sellers well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Seller granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee

Municipality of Township of Bensalem, Parcel ID No.: 02074162,

Please see attached Legal Description annexed hereto and made a part hereof.

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 Seller, the said Grantor, as well at law as in equity, of, in and to the same.

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

And the said Grantor, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and assigns, that Seller, the said Grantor, 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 Grantee, their heirs and assigns, against the Seller, the said lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it or any of them, shall and will

Generally Warrant and Forever Defend.

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Bensalem, County of Bucks, and Commonwealth of Pennsylvania, being Lot No. 4 on said Plan of Lots of Castor Corp., title "Cove of Neshaminy" made by Benjamin C. Queen, Registered Surveyor of Fairless Hills, Pennsylvania, said plan being filed in the Office for the Recording of Deeds in and for the County of Bucks, at Doylestown on November 8, 1972, in Plan Book 102 page 41, bounded and described as follows to wit:

BEGINNING at a point o the Southeast side of Inlet Drive (55 feet wide) said point being the two courses and distances along the Southeast side of Inlet Drive from the intersection formed by the Southeast side of Inlet Drive and the South side of Portside Drive (50 feet wide): (1) South 05 degrees, 56 minutes, 45 seconds West, 223.15 feet to an angle point in the same (2) South 24 degrees, 53 minutes, 15 seconds West, 99.0 feet to a point, the beginning.

CONTAINING in front or breadth on the said Inlet Drive 20 feet and extending of that width in length or depth between parallel lines at right angles to the said Inlet Drive and crossing on the front line a 5 feet wide walkway easement and also crossing on the rear line a 4 feet wide service walkway a distance of 100 feet.

TOGETHER with the free and common use, right, liberty and privilege of the said service walkway and walkways as and for a walkway, service walkway or passageway at all times hereafter forever in common with the owner, tenants and occupiers of the other lots, of ground bounding thereon and entitled to the use thereof, SUBJECT however, to the proportionate part of the expense of keeping said walkways in good order and repair.

BEING Lot No. 4 on the above mentioned Plan.

BEING known as No. 5107 Inlet Drive

BEING Parcel No. 02074162

BEING THE SAME PREMISES VESTED IN Yesenia Nieves-White, by Deed from Emily S. Yarrow, dated 05/20/2011, recorded 05/27/2011 in Book 6732, Page 519.

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

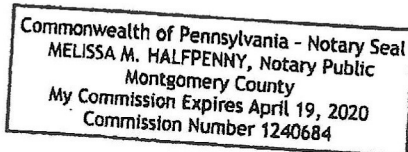
Sealed and Delivered
IN THE PRESENCE OF US:

Yesenia Nieves White {SEAL}

Commonwealth of Pennsylvania
County of Bucks

On this the 19 day of October, 2018, before me, the undersigned Notary Public,
personally appeared Yesenia Nieves-White, 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.



Melissa M Halfpenny
Notary Public
My Commission Expires 4/19/20

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

5107 Inlet Drive

Bensalem, PA 19020

M Halfpenny
On behalf of the Grantee

CERTIFIED PROPERTY IDENTIFICATION NUMBERS
02-074-162- - BENSALEM TWP
CERTIFIED 10/29/2018 BY TF

File No.: N38211

Parcel ID No.: 02074162

This Indenture, made 19th of October, 2018

Between

Yesenia Nieves-White

Record & Return
National Integrity LLC
110 Barclay Pavilion East
Cherry Hill, NJ 08034

(hereinafter called the Grantors/Sellers), of the one part; and

Kamlesh C. Patel and Reshma K. Patel, husband and wife as to 40% ownership and
Rimpal R. Patel as to 60% ownership

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

Witnesseth that the said Grantor for and in consideration of the sum of \$235,000.00 lawful money of United States of America, unto Sellers well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Seller granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee

Municipality of Township of Bensalem, Parcel ID No.: 02074162,

Please see attached Legal Description annexed hereto and made a part hereof.

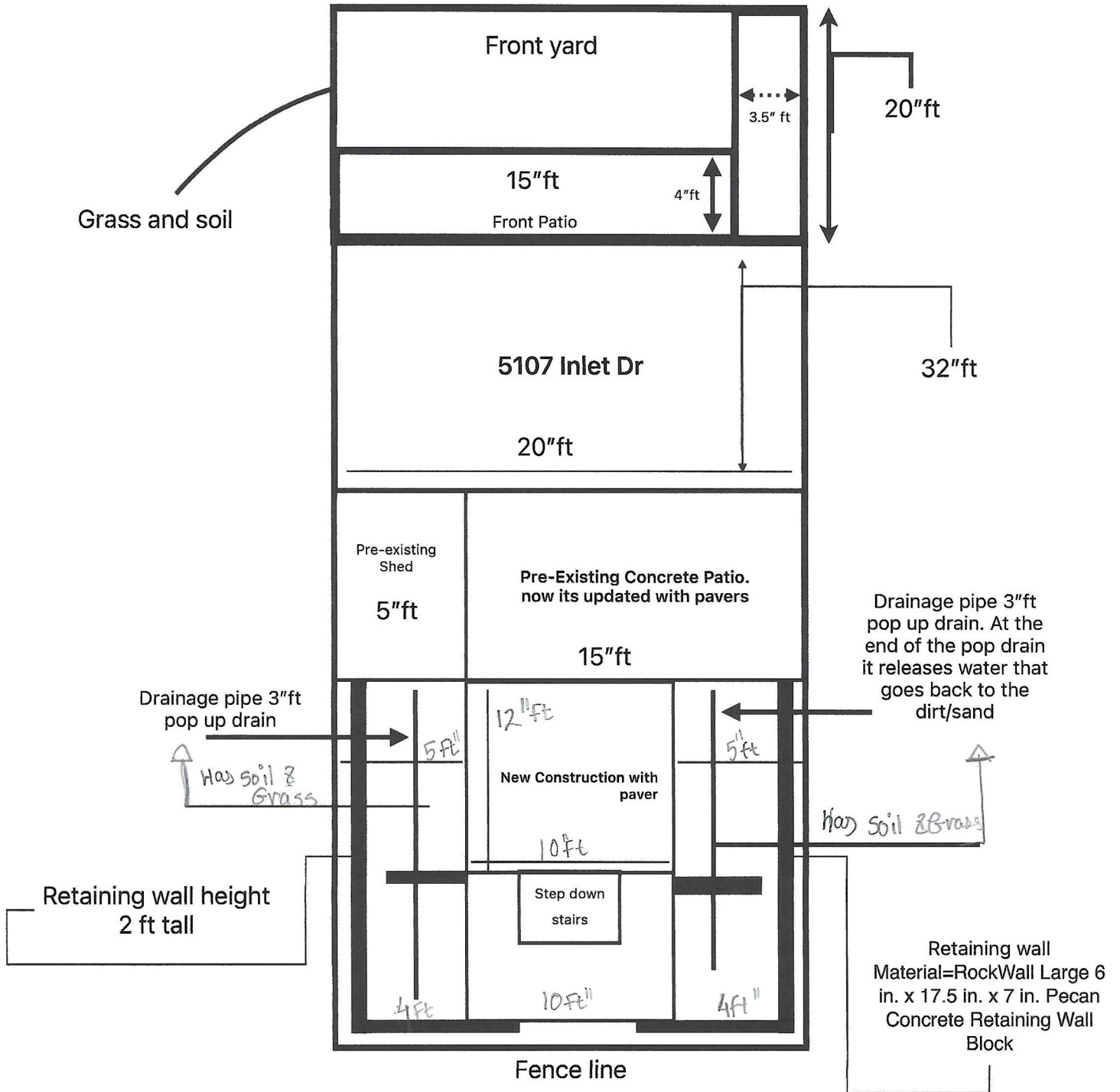
Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders,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

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

And the said Grantor, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and assigns, that Seller, the said Grantor, 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 Grantee, their heirs and assigns, against the Seller, the said lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it or any of them, shall and will

Generally Warrant and Forever Defend.

Proposed structure

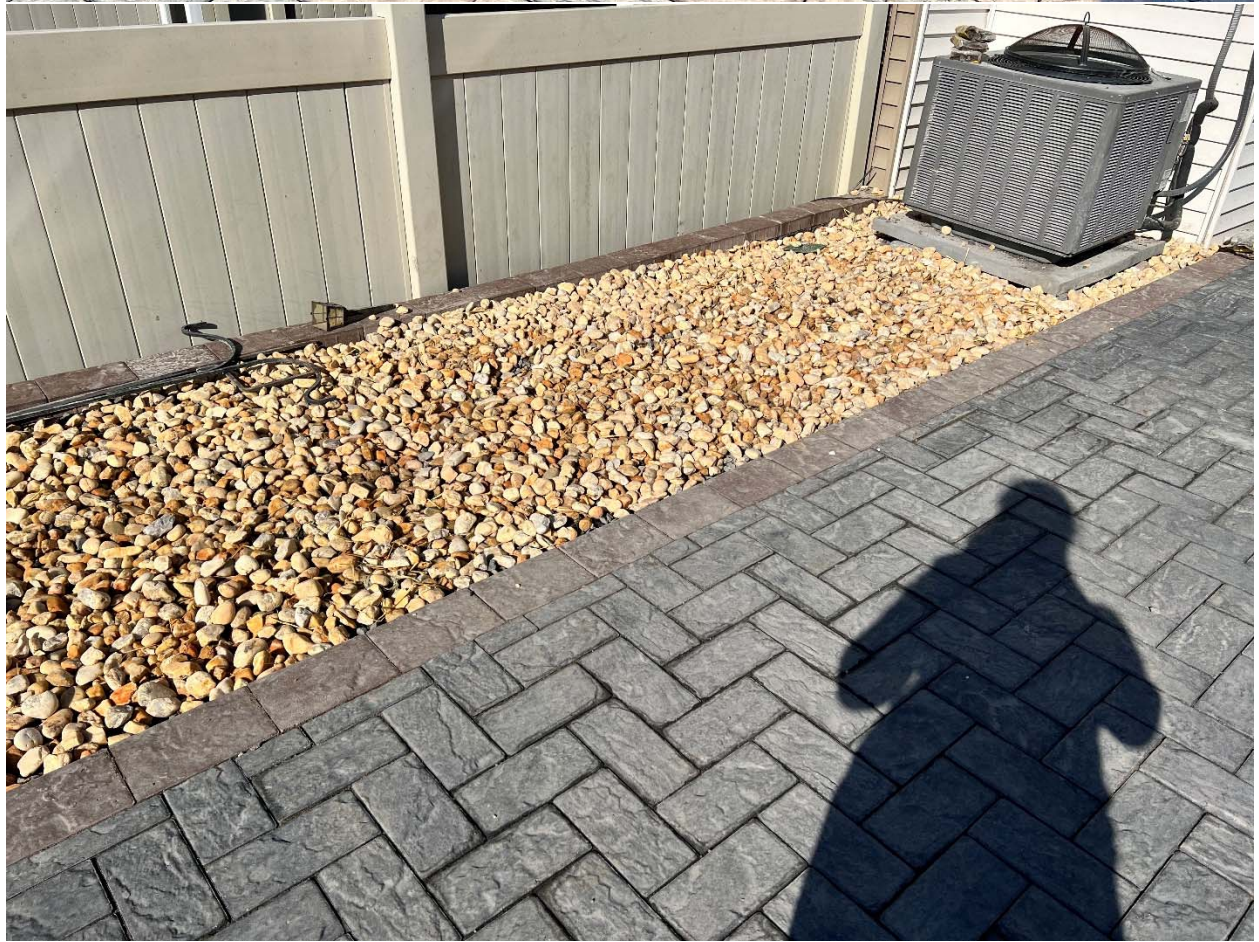


DEED	
FROM: Yesenia Nieves-White <i>Grantor,</i> TO: Kamlesh C. Patel and Reshma K. Patel and Rimpal R. Patel <i>Grantee</i>	<i>Please return the recorded document to:</i> National Integrity, LLC 110 Barclay Pavilion East Cherry Hill, NJ 08034 File No.: N38211















Drainage

So, we installed the drainage system. We used pop up drainage system where the water stays in our backyard and doesn't affect anyone else's property or damages. We have installed this on both sides of this new construction. You can easily see it in the picture.

Pop Drainage

A pop-up drain typically refers to a drainage system that includes a mechanism, like a pop-up emitter, to help manage excess water in the yard. This type of drain is designed to release or "pop up" when there's a significant amount of water, preventing flooding or waterlogging in the backyard. It's a practical solution for efficiently draining rainwater or excess irrigation to maintain a healthier outdoor environment.

The way it works in our backyard is it pretty much collects the water and puts it right back to our soil where you can see that in the picture which allows the water to go right back into the soils, dirt or sand on the side as seen in the picture.