

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT TITLE: 966 & 968 Old York Road

APPLICANT NAME: JJLH Associates, Ltd. c/o Tom Joyce

TO BE COMPLETED BY THE TOWNSHIP

Submission Information:

Application Number: LD-19-10

Date Complete: 11/13/19

Received By: MARK PENEZALE

90 Day Date: 2/18/19

File Date: 11/12/19

Ward No. 7

**REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:**

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application **MUST** include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard
5. One (1) digital copy, ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application.

**\*It is highly encouraged to submit applications in a digital format**



**Engineer/  
Surveyor  
Cont'd**

215-887-2165

Phone

gtilford@ceshoemaker.com

Email Address

215-576-7791

Fax

**Attorney**

Labowski Law c/o Gavin R. Laboski, Esquire

Name

314 West Broad Street, Suite 124, Quakertown, PA 18951

Address

215-536-3800

Phone

gavin@laboskilaw.com

Email Address

215-536-3801

Fax

II. PROJECT INFORMATION

**Application Type:**

Minor Subdivision       Minor Land Develop.       Preliminary Major SD & LD  
 Preliminary Major Subdivision       Prelim. Major Land Develop.       Final Major SD & LD  
 Final Major Subdivision       Final Major Land Develop.

Full street address of the property: 966 & 968 Old York Road, Abington, PA 19001

Tax Parcel No.: #966 30-00-49316-00-1 County Deed Book No.: 3094 Page No.: 180  
#968 30-00-49320-00-0 5997 2202

Description of Proposed Work: Demolish two existing buildings and convert property for vehicle storage associated with Faulkner Nissan Automobile dealership located at 900 Old York Road

Total Tract Acreage: 0.6625 Acres Project Acreage: 0.6625 Acres

Zoning District: MS-H Existing Number of Lots: Two Proposed Number of Lots: One

Existing Sewer Flows: \_\_\_\_\_ Proposed Sewer Flows: 0 gpd

**Proposed Land Use:**

Single Family Detached       Single Family Attached       Single Family Semi-Detached  
 Multi-Family       Commercial       Office       Industrial  
 Other (Describe): Automobile Sales Agency vehicle storage

**III. REVIEW**

Please complete the following section by circling a response:

- Have you met with the Zoning Officer regarding this plan? Yes  No
- Are there known variances/any zoning relief necessary for this project? Yes  No
- If YES, have you submitted an application to the Zoning Hearing Board? Yes  No
- Has this plan been heard by the Zoning Hearing Board? Yes  No

\*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are held the fourth Tuesday of each month beginning at 9:30 a.m. at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

\_\_\_\_\_  
Applicant signature

\_\_\_\_\_  
Date

To schedule a pre-submission meeting, please contact the office of the Township Manager at 267-536-1003 or email [tcastorina@abingtonpa.gov](mailto:tcastorina@abingtonpa.gov)



V. SUBMISSION

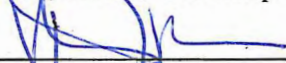
**APPLICATION CHECKLIST**

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.


- Application Form: completed and signed by the owner/applicant
- 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50' and not exceed a sheet size of 24" x 36"
- One (1) reduced copy of the proposed plan, no larger than 11"x17"
- One (1) Digital PDF file of the proposed plan
- N/A Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- N/A One (1) copy of the Recreation Facilities Plan (if required by §146-40)
- N/A Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department
- N/A Two (2) copies of Sewage Facilities Planning Module Applications
- N/A Letter of Water availability from AQUA PA
- One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
- Application Fee: Check made payable to the Township of Abington
- Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

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

11/8/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Property Owner (if different than applicant)

11/8/2019  
\_\_\_\_\_  
Date

THE FOLLOWING IS FOR INTERNAL USE ONLY:

PAYMENT

Application Fee      Amount: \$ 1,000.00      Check No.: # 3109  
 Review Escrow Fee      Amount: \$ 10,000.00      Check No.: # 3108

DECISION INFORMATION

Approval       Denial       Decision Date: \_\_\_\_\_

Comments/Conditions:



PLANNING PROCESS EXTENSION AGREEMENT  
FOR

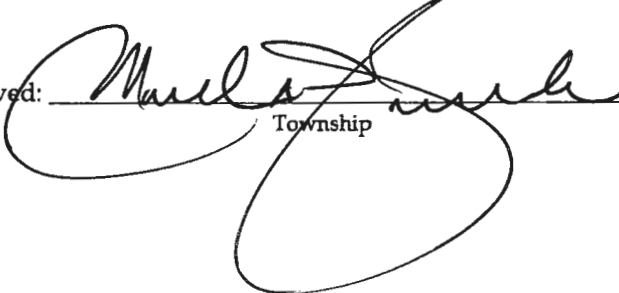
966 & 968 Old York Road  
PROJECT NAME

The Pennsylvania Municipality Planning Code (MPC) and the Abington Township Subdivision and Land Development Ordinance state that action must be taken by the Township within ninety (90) days after a complete application is filed with the Township. In the Township, complicated, unique, and community impactful projects have or may require additional time in order to complete a thorough review before being considered for approval. As such, an applicant may voluntarily waive the timing requirement at any time, but is encouraged to submit this waiver with the completed application.

I, the applicant, hereby voluntarily waive the timing requirement as set forth in the MPC (Section 53 P.S. 10508) and the Abington Township Subdivision and Land Development Ordinance (Section 146-13). Applicant acknowledges that this waiver can be revoked at any time upon written notice to the Township Manager. The time limitations set forth in 53 P.S. 10508 and Section 146-13 of the Abington Township Code shall be calculated from the date that the written revocation is received by the Township Manager.

Signed:   
Applicant

Date: 11/8/19

Received:   
Township

Date: 11/13/19

**ESCROW AGREEMENT FOR PROFESSIONAL REVIEW FEES  
FOR SUBDIVISION/LAND DEVELOPMENT APPLICATIONS**

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or \$250, whichever is greater, the Township may require the posting of additional escrow.

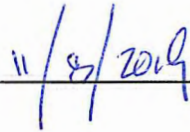
NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed: \_\_\_\_\_



Applicant

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



11/8/2019

# 966 Old York Road

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "**Agreement**") is made and entered into this 20th day of July, 2018 (the "**Effective Date**"), by and between **LARMON PHOTO, INC.**, a Pennsylvania corporation ("**Seller**"), and **JJLH Associates, LTD**, a Pennsylvania limited partnership ("**Buyer**").

### BACKGROUND:

A. Seller is the fee owner of that certain tract of real property, and the buildings constructed thereon, located at 966 Old York Road, Abington Township, Montgomery County, Pennsylvania, being known as Montgomery County Parcel Identification Number 30-00-49316-00-1 (the "**Property**").

B. By separate agreement, Buyer intends to purchase that certain tract of real property located at 980 Old York Road (the "**Corner Property**") and redevelop the Property and the Corner Property together as one project (the "**Project**").

C. Seller desires to sell to Buyer, and Buyer desires to purchase, the Property in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **INCORPORATION.** The background recitals set forth above are hereby incorporated into this Agreement by reference as if set forth in full.

2. **PURCHASE AND SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase, the Property, together with all improvements, easements, rights and appurtenances thereon, in accordance with the terms and conditions of this Agreement (the "**Transaction**").

3. **PURCHASE PRICE.** The purchase price for the Property shall be [REDACTED] ("**Purchase Price**"), which amount shall be paid to Seller by title company check or immediately available wired funds at Closing (as defined in Section 7 below), plus or minus any applicable adjustments hereunder.

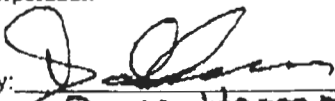
4. **FIXTURES.** All permanent fixtures, systems, equipment and landscaping owned by Seller and located on the Property as of the Effective Date shall be conveyed to Buyer as part of the Transaction.

5. **POSSESSION.** Seller shall deliver the Property to Buyer at Closing free and clear of all tenancies of any kind and all parties in possession thereof, except as otherwise provided hereunder.

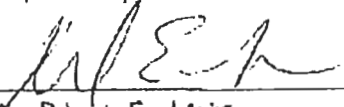
6. **TITLE.** Seller shall transfer the Property to Buyer by special warranty deed ("**Deed**"), conveying good and marketable fee simple title, insurable at regular rates, pursuant to

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

**SELLER:**  
**LARMON PHOTO INC.,** a Pennsylvania corporation

By:   
Name: David Harrar  
Title: Pres.

**BUYER:**  
**JLH ASSOCIATES, LTD.,** a Pennsylvania limited partnership

By:   
Name: Robert E. Lewis  
Title: Manager of HF Management, LLC  
G.P. of JLH Associates, LTD



**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE (this "Agreement") is made and entered into this 3rd day of December 2018 (the "Effective Date"), by and between **LEILA C. GRAD AND SANFORD BRUCK AS TRUSTEES UNDER THE WILL OF RENA H. GRAD DATED DECEMBER 4, 1995; HARRY K. SCHWARTZ; SUSAN B. UDIN and DAVID UDIN**, as Tenants in Common (together, "Seller"), and **JLH ASSOCIATES, LTD**, a Pennsylvania limited partnership ("Buyer").

**BACKGROUND:**

A. Seller is the owner of that certain tract or parcel of real property, and the building constructed thereon, located at 968 Old York Road, Abington Township, Montgomery County, Pennsylvania, being known as Montgomery County Tax Parcel Number 30-00-49320-00-6, as more particularly described in that certain Deed dated March 25, 2016 and recorded May 6, 2016 in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania in Book 5997, Page 2202 (the "Property"); and

B. Seller desires to sell to Buyer, and Buyer desires to purchase, the Property in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **INCORPORATION.** The background recitals above are hereby incorporated into this Agreement by reference as if set forth in full.

2. **PURCHASE AND SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase, the Property, together with all improvements, easements, rights and appurtenances thereon, in accordance with the terms and conditions of this Agreement (the "Transaction").

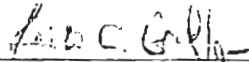
3. **PURCHASE PRICE.** The purchase price for the Property shall be [REDACTED] (the "Purchase Price"), which amount shall be paid by Buyer to Seller as follows:

(a) an earnest money deposit (the "Earnest Money Deposit") in the amount of Forty Thousand Dollars (\$40,000.00) shall be delivered to the Title Company (as defined in Section 6 below) upon the execution of this Agreement and held in an interest-bearing escrow account pending the disposition thereof in accordance with the terms and conditions of this Agreement (the Earnest Money Deposit, and interest earned thereon, shall be non-refundable to Buyer after the end of the Due Diligence Period (as defined in Section 9 below), except in the event of Seller's default hereunder, and shall be credited against the Purchase Price at Closing (as defined in Section 7 below) or delivered to whichever party is entitled its receipt as otherwise provided hereunder); and

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

**SELLER:**

LEILA C. GRAD AND SANFORD BRUCK, AS  
TRUSTEES UNDER THE WILL OF RENA H.  
GRAD DATED DECEMBER 4, 1995



\_\_\_\_\_  
Leila C. Grad, Trustee

\_\_\_\_\_  
Sanford Bruck, Trustee

\_\_\_\_\_  
Harry K. Schwartz

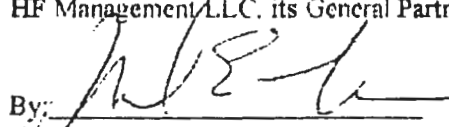
\_\_\_\_\_  
Susan B. Udin

\_\_\_\_\_  
David Udin

**BUYER:**

JLH ASSOCIATES, LTD., a Pennsylvania limited  
partnership

By: HF Management LLC, its General Partner

  
By: \_\_\_\_\_  
Name: Robert E. Lewis  
Title: Manager

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

**SELLER:**

LEILA C. GRAD AND SANFORD BRUCK, AS  
TRUSTEES UNDER THE WILL OF RENA H.  
GRAD DATED DECEMBER 4, 1995

Leila C. Grad, Trustee

Sanford Bruck, Trustee  
Sanford Bruck, Trustee

\_\_\_\_\_  
Harry K. Schwartz

\_\_\_\_\_  
Susan B. Udin

\_\_\_\_\_  
David Udin

**BUYER:**

JLH ASSOCIATES, LTD., a Pennsylvania limited  
partnership

By: HF Management, L.C., its General Partner

By: Robert E. Lewis  
Name Robert E. Lewis  
Title Manager

[Signature Page to Agreement of Sale]

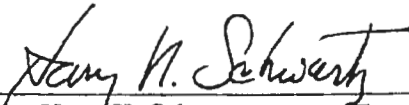
IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

**SELLER:**

LEILA C. GRAD AND SANFORD BRUCK, AS  
TRUSTEES UNDER THE WILL OF RENA H.  
GRAD DATED DECEMBER 4, 1995

\_\_\_\_\_  
Leila C. Grad, Trustee

\_\_\_\_\_  
Sanford Bruck, Trustee

  
\_\_\_\_\_  
Harry K. Schwartz

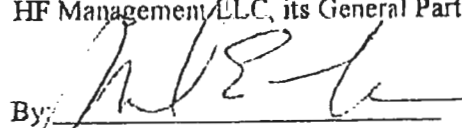
\_\_\_\_\_  
Susan B. Udin

\_\_\_\_\_  
David Udin

**BUYER:**

JLH ASSOCIATES, LTD., a Pennsylvania limited  
partnership

By: HF Management LLC, its General Partner

By:   
\_\_\_\_\_  
Name: Robert E. Lewis  
Title: Manager



IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.


**SELLER:**


LEILA C. GRAD AND SANFORD BRUCK, AS TRUSTEES UNDER THE WILL OF RENA H. GRAD DATED DECEMBER 4, 1995

Leila C. Grad, Trustee

Sanford Bruck, Trustee

Harry K. Schwartz

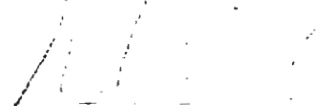
  
Susan B. Udin

  
David Udin

**BUYER:**

JLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management, L.L.C. its General Partner

By   
Name Robert E. Lewis  
Title Manager

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

**SELLER:**

LEILA C. GRAD AND SANFORD BRUCK, AS  
TRUSTEES UNDER THE WILL OF RENA H.  
GRAD DATED DECEMBER 4, 1995

\_\_\_\_\_  
Leila C. Grad, Trustee

\_\_\_\_\_  
Sanford Bruck, Trustee

\_\_\_\_\_  
Harry K. Schwartz

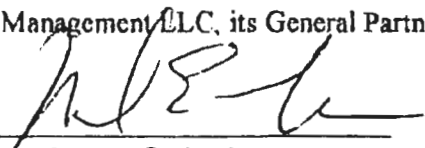
\_\_\_\_\_  
Susan B. Udin

\_\_\_\_\_  
David Udin

**BUYER:**

JLH ASSOCIATES, LTD., a Pennsylvania limited  
partnership

By: HF Management LLC, its General Partner

By:   
\_\_\_\_\_  
Name: Robert E. Lewis  
Title: Manager

[Signature Page to Agreement of Sale]