



Township of Abington

Engineering & Code Department

Wayne C. Luker, President
Steven N. Kline, Vice President

Richard J. Manfredi, *Manager*
Amy R. Montgomery, *P.E., Director*

Zoning Hearing Notice

Notice is hereby given that the Zoning Hearing Board of the Township of Abington will hold a meeting as required by the Township's Zoning Ordinance at the Abington Township Administration Building, 1176 Old York Road, Abington, Pennsylvania, on:

Tuesday, July 17, 2018 at 7:00 p.m., at which time a public hearing will commence on the following application:

18-14: This is the application of **Mediplex Property Group Abington, LLC.**, applicant for the properties located at 1863 & 1865 Guernsey Avenue, 1854 & 1856 Eckard Avenue and 1137, 1141, 1145 & 1151 Old York Road, Abington, PA, 19001. The applicants seek a special exception from Section 1005, the Use Matrix of the Zoning Ordinance of the Township of Abington. The applicant proposes to operate a Use F-2 Medical Office Building. In addition, the applicant has filed for an appeal to actions of the Zoning Officer in his determination that the proposed plan constitutes a redevelopment as per Section 1911 of the Zoning Ordinance. In the alternative, the applicant seeks a use variance from Section 602, the Use Matrix to allow parking within the R-4 Residential District.

The properties are zoned within the Main Street Low and the R-4 Residential Districts of Ward #7 of the Township of Abington. A copy of the application and site plan are on file with the Planning & Zoning Office and is available for review during normal business hours.

By Order of the Zoning Hearing Board.

Mark A. Penecale
Planning & Zoning Officer

Note: There is a 30 day period after the date the decision is rendered for any and all aggrieved persons to file an appeal in the appropriate court to contest the actions of the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period, do so at their own risk. If there are questions that you may have, please feel free to contact the Zoning Officer at 267-536-1010. If you are unable to attend the hearing, written comment may be entered into the record by submitting them in advance of the hearing to the Planning & Zoning Officer.

Zoning Hearing Board Application

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



This application must be accompanied by a minimum of ten (10) copies of the plot plan of the property, prepared and signed by a registered land surveyor or professional engineer. The plan must include lot area, lot dimensions, coverage percentages, existing structures, other improvements, proposed improvements, off-street parking, buffers and all characteristics on the site.

The Undersigned herein makes application for:

- Request for Variance from the Zoning Ordinance.
- Request for a Special Exception as provided by the Zoning Ordinance.
- Appeal from the actions of the Zoning Officer.

1. Name and address of the owner of the land: Phone number:
Greylin Associates, LP
1145 Old York Road
Abington, PA 19041

c/o Chris Chandor, Esquire, 2005 S. Easton Road, Suite 307, Doylestown, PA 18901 (215) 348-1600
2. Name and address of the applicant: Phone number:
Mediplex Property Group Abington, LLC
500 Office Center Drive, Suite 400
Fort Washington, PA 19046
Attn: Steve Carpey and Jeffrey Goldstein (267) 973-8339
3. Name and address of the attorney: Phone number:
Marcel L. Groen, Esquire
Fox Rothschild LLP
10 Sentry Parkway, Suite 200
Blue Bell, PA 19422 (610) 397-7987
4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.
Example: equitable owner, agent, lessee, etc.

Equitable owner pursuant to Agreement of Sale, the first and last page of which is attached to this Application.
5. Description of the property:
1863 & 1865 Guernsey Avenue, 1854 & 1856 Eckard Avenue, 1137, 1141, 1145 & 1151 Old York Road,
Abington Township, Montgomery County, PA
Address/location _____

Present use Multi-family dwellings (twin and duplex), various commercial uses, shed, barn, garage, parking areas and storage areas

Proposed improvement F-2 Medical Office Building: two-story building consisting of 20,000 sq. ft., with associated parking

Zoning Hearing Board Application

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6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:
 - (a) Special exception for F-2 Medical Office Use required for the Main Street - Low Intensity (MS-L) District pursuant to Section 1005 and the Comprehensive Use Matrix (the "Matrix") in the Appendix of the Zoning Ordinance.
 - (b) The Township Zoning Officer, by letter dated June 20, 2018 (the "ZO Letter"), has determined that the Applicant's proposed F-2 Medical Office Building, as shown on the Sketch Plan attached hereto, constitutes a redevelopment pursuant to Section 1911 of the Zoning Ordinance. The Applicant is appealing the Zoning Officer's determination as set forth in Paragraph 3 of the ZO Letter that Section 1911 of the Zoning Ordinance supersedes Section 1902 of the Zoning Ordinance and, in the alternative, the Applicant is seeking a use variance from Section 601 and the Matrix to allow a parking lot use in the R-4 District which will serve the F-2 Medical Office use in the MS-L District.
7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:
 - (a) Special exception for F-2 Medical Office use required for the Main Street - Low Intensity (MS-L) District pursuant to Section 1005 and the Matrix in the Appendix of the Zoning Ordinance.
 - (b) Appeal of Zoning Officer's interpretation as set forth in Paragraph 3 of the ZO Letter and, in the alternative, a use variance from Section 601 and the Matrix to allow a parking lot in the R-4 District which will serve the F-2 Medical Office use in the MS-L District.
8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.

The proposed F-2 Medical Office use is located in an area that is generally commercial in nature and the proposed parking area in the R-4 District is intended to be appropriately buffered from any adjacent residential uses. There are already significant commercial uses in the R-4 District and given that the majority of the tract is zoned MS-L, which permits a medical office by special exception, the Applicant believes the use is suitable for the property and will be an improvement to the existing condition. The Applicant intends to provide further evidence of the suitability of the proposed use for the subject property at the hearing before the Zoning Hearing Board, as well as proof of compliance with the requirements set forth in Section 2001.2 of the Zoning Ordinance.
9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.

Applicant is not aware of any prior Zoning Hearing Board action regarding the subject property.
10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.

See list of additional materials provided in cover letter to Application.

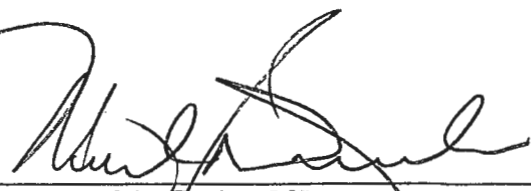


Signature of Applicant

Signature of Owner

Internal Validation:

Date Received: 6/26/18
Fee Paid: \$1500.00
Case: 18-14



Signature of the Zoning Officer

RECEIVED
JUN 26 2018

Check # 1112
Rec # 881481

PURCHASE AND SALE AGREEMENT

Between

Greylin Associates, L.P., a Pennsylvania limited partnership, as Seller

and

Mediplex Property Group Abington, LLC, a Pennsylvania limited liability company,
as Purchaser

Dated: August 10, 2017

Property: 1865, 1863 Guernsey Ave.; 1137, 1141,
1145, 1151 Old York Rd., Abington, PA
19001

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 10th day of August, 2017 (the "Effective Date"), by and between Greylin Associates, L.P., a Pennsylvania limited partnership (hereinafter referred to as "Seller"), having an address located at 4 Fallen Arrow Ct., Hilton Head Island, SC 29926; and Mediplex Property Group Abington, LLC, a Pennsylvania limited liability company, having its principal place of business located at 500 Office Center Dr., Suite 400, Fort Washington, PA 19034, or its assignee(s) (hereinafter referred to as "Purchaser").

For and in consideration of the mutual covenants contained herein and of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1 DEFINITIONS

For purposes of this Agreement, unless otherwise defined elsewhere in this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Approvals. All approvals, permits, licenses and written authorizations necessary to use, develop, and construct improvements upon, the Property for Purchaser's intended use, including, without limitation, preliminary and final land development approvals, subdivision, variances, rezoning, ordinances, conditional use, utility agreements, environmental matters, stormwater, special exceptions, building permits and other special authorizations, curb cuts, traffic control and highway matters.

1.2 Closing. The closing and consummation of the purchase and sale of the subject Property as contemplated by this Agreement.

1.3 Closing Date (or Date of Closing). The date upon which Closing occurs or is scheduled to close.

1.4 Hazardous Substances. All hazardous waste, hazardous substances, extremely hazardous substances, hazardous constituents, hazardous materials, toxic substances, or related substances or materials, whether solids, liquids or gases as each of these terms are defined under all applicable federal or state statutes and regulations including, but not limited to, (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq., (b) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 et seq., (c) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901 et seq., (d) the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq., (e) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq., (f) the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., (g) any so-called "superfund" or "superlien" law or (h) any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulation, relating to or imposing liability or standards of conduct concerning such waste, substance or material. Hazardous Substances include, but are not limited to polychlorinated biphenyl (commonly known as PCBs), asbestos, lead based paint, radon, urea formaldehyde, petroleum products (including gasoline and fuel oil), toxic substances, hazardous chemicals, spent solvents, sludge, ash, containers with hazardous waste residue, spent solutions from manufacturing processes, pesticides, explosives, organic chemicals, inorganic pigments and other similar substances.

1.5 Land. The estates, tracts or parcels of land containing, collectively, approximately 1.5 acres, more or less, and located as follows: (a) 1865 Guernsey Ave., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-25596-00-6; (b) 1863 Guernsey Ave., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-25600-00-2; (c) 1137 Old York Rd., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-49768-00-8; (d) 1141 Old York Rd., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-49772-00-4; (e) 1145 Old York Rd., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-49776-00-9; and (f) 1151 Old York Rd., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-49780-00-5; all being

[signature page to Purchase and Sale Agreement]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

Greylin Associates, L.P., a Pennsylvania limited partnership

By: _____
Cristy Reeves Robertson, General Partner

By: _____
Laura Reeves Lafferty, General Partner

PURCHASER:

Mediplex Property Group Abington, LLC, a Pennsylvania limited liability company

By: 
Stephen L. Carney, Manager

[signature page to Purchase and Sale Agreement]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

Greylin Associates, L.P., a Pennsylvania limited partnership

By: *Cristy Reeves Robertson*
Cristy Reeves Robertson, General Partner

By: _____
Laura Reeves Lafferty, General Partner

PURCHASER:

Mediplex Property Group Abington, LLC, a Pennsylvania limited liability company

By: _____
Stephen L. Carpey, Manager

By: *Leslie J. Filippi, by Power of Attorney*

Laura Recves Lafferty, General Partner

Leslie L. Filippi

Witness: *Paul A. [Signature]*

PURCHASER:

Mediplex Property Group Abington, LLC, a
Pennsylvania limited liability company

By: -

Stephen L. Carpey, Manager

- Signature Page to Purchase and Sale Agreement -
JOINDER OF ESCROW AGENT

The undersigned has executed and joins this Agreement solely to confirm its receipt of the Deposit and acceptance of the duties of Escrow Agent as set forth in Section 17 of the Agreement.

ESCROW AGENT:

Commonwealth Land Title Insurance Company

By:

Name:

Title:

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is made and entered into as of the 2nd day of October, 2017 (the "**Amendment Effective Date**"), by and between Greylin Associates, L.P., a Pennsylvania limited partnership ("**Seller**"), and Mediplex Property Group Abington, LLC, a Pennsylvania limited liability company ("**Purchaser**").

BACKGROUND

A. Seller and Purchaser entered into a certain Purchase and Sale Agreement, dated as of August 10, 2017 (the "**Purchase Agreement**"), under which Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, that certain Property located at 1865, 1863 Guernsey Ave. and 1137, 1141, 1145, 1151 Old York Rd., in Montgomery County, Abington Township, Pennsylvania, consisting of approximately 1.5 acres, as more specifically described in the Purchase Agreement.

B. Seller is the owner of certain additional property located at 1854 Eckard Ave., Montgomery County, Abington Township, Pennsylvania (the "**Additional Property**").

C. Purchaser desires to purchase, and Seller desires to sell, the Additional Property under the terms of the Purchase Agreement, as amended by this First Amendment.

D. Seller and Purchaser desire to amend the Purchase Agreement as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree as follows:

AGREEMENT

1. **Background; Defined Terms.** The foregoing Background is hereby incorporated by reference as if fully set forth herein at length and made a part of this First Amendment. Except as otherwise defined in this First Amendment, all capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Purchase Agreement.

2. **Land.** Section 1.5 is hereby amended to add the following after clause (f) thereof: "and (g) 1854 Eckard Ave., Montgomery County, Abington Township, Pennsylvania, being parcel no. 30-00-14920-00-8". For the avoidance of doubt, the parties acknowledge and agree that all references to the Land contained in the Purchase Agreement shall include the Additional Property.

3. **Purchase Price.** The purchase price for the Additional Property shall be [REDACTED]. As a result, the total Purchase Price for the Property shall be [REDACTED]. Section 3.1 of the Purchase Agreement is amended to reflect the same. For the avoidance of doubt, the parties acknowledge and agree that all references to the Property contained in the Purchase Agreement shall include the Additional Property.

4. **Cover Page.** The cover page of the Purchase Agreement is hereby amended to add a reference to 1854 Eckard Ave., Abington, PA 19001.

5. **Ratification; Conflict.** Except as expressly amended in this First Amendment, all other terms and conditions of the Purchase Agreement shall remain in full force and effect and are hereby ratified, confirmed and restated by Seller and Purchaser. In the event of any conflict between the terms of this First Amendment and the terms of the Purchase Agreement, the terms of this First Amendment shall control.

6. **Signatures.** This First Amendment may be executed in counterparts, each of which shall constitute an original although not fully executed, but all of which when taken together, shall constitute but one agreement. Delivery of this First Amendment or an executed counterpart hereof by facsimile or other electronic transmission shall be deemed a good and valid execution and delivery hereof.

**[SIGNATURES APPEAR ON NEXT PAGE;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

[Signatures page to First Amendment to
Purchase and Sale Agreement]

IN WITNESS WHEREOF, Seller and Purchaser have executed this First Amendment as of the
Amendment Effective Date

SELLER:

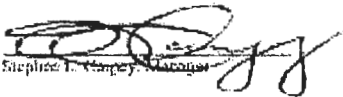
Greylex Associates, L.P., a Pennsylvania limited
partnership

By: 
Cindy Reeves Robertson, General Partner

By: _____
Laura Reeves Lafferty, General Partner

PURCHASER:

Medplex Property Group Abington, LLC, a Pennsylvania
limited liability company

By: 
Stephen T. Conroy, Manager

4. **Cover Page.** The cover page of the Purchase Agreement is hereby amended to add a reference to 1854 Eckert Ave., Abington, PA 19001.

5. **Ratification: Conflict.** Except as expressly amended in this First Amendment, all other terms and conditions of the Purchase Agreement shall remain in full force and effect and are hereby ratified, confirmed and restated by Seller and Purchaser. In the event of any conflict between the terms of this First Amendment and the terms of the Purchase Agreement, the terms of this First Amendment shall control.

6. **Signatures.** This First Amendment may be executed in counterparts, each of which shall constitute an original although not fully executed, but all of which when taken together, shall constitute but one agreement. Delivery of this First Amendment or an executed counterpart hereof by facsimile or other electronic transmission shall be deemed a good and valid execution and delivery hereof.

[SIGNATURES APPEAR ON NEXT PAGE;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

*[signature page to First Amendment to
Purchase and Sale Agreement]*

IN WITNESS WHEREOF, Seller and Purchaser have executed this First Amendment as of the Amendment Effective Date.

SELLER:

Greylin Associates, L.P., a Pennsylvania limited partnership

By:

Cristy Reeves Robertson, General Partner

By:

Leshie J. Filippi POA
Laura Reeves Lafferty, General Partner