



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, November 13, 2018 at 7:00 p.m., at which time a public hearing will commence on the following application:

18-18: This is the application of **PM Pediatrics, Inc.**, applicant for the property located at 1495 Old York Road, Abington, Pa., 19001. The applicant seeks dimensional variances from Section 2212, Figure 22.24 of the Zoning Ordinance of the Township of Abington. The applicant seeks approval to install two wall signs totaling over 325 square feet. The applicant is permitted one wall sign of 150 square feet.

The property is zoned within the Business Center/ Abington Town Center District of Ward #10 of the Township of Abington. A copy of the application and 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
Township of Abington

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: (914) 288-8100
 RD Abington Associates LP
 411 Theodore Fremd Avenue, Suite 300
 Rye, NY 10580

2. Name and address of the applicant: Phone number: (516) 869-0650
 PM Pediatrics, Inc.
 One Hollow Lane, Suite 301
 Lake Success, NY 11042

3. Name and address of the attorney: Phone number: (215) 635-7200
 Peter S. Friedman, Esquire
 Friedman Schuman P.C.
 101 Greenwood Avenue, 5th Floor
 Jenkintown, PA 19046

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.
 Lessee.

5. Description of the property:

Address/location 1495 Old York Road, Abington, PA 19001

Present use Shopping Center

Proposed improvement Medical office in ground floor space which is currently vacant.

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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:
See attached Addendum.

- 7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:
Variances for maximum area of wall signage and number of wall signs under Section 2212, Figure 22.24.

- 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.
See attached Addendum.

- 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.

- 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.

PM PEDIATRICS, INC.

By: [Signature] for PM
Signature of Applicant Pediatrics

[Signature] as tenant
Signature of Owner

Internal Validation:

Date Received: 8/17/18
Fee Paid: \$1,000.00
Case: 18-18

[Signature]
Signature of the Zoning Officer



check # 112244
Rec # 180005

BY:

**ADDENDUM
TO
ABINGTON TOWNSHIP
ZONING HEARING BOARD APPLICATION**

APPLICANT: PM Pediatrics, Inc.

PROPERTY: 1425 Old York Road, Abington, PA 19001

Applicant entered into a lease with owner of the Abington Towne Center ("Shopping Center") to lease approximately 9,362 square feet. The Shopping Center is located in a BC Business Center District. The leased premises was formerly occupied by Old Country Buffet.

Applicant proposes to erect two (2) wall signs which are depicted on the attached plan. The wall signs contain in excess of the maximum area permitted under Section 2212, Figure 22.24. Applicant requires larger wall signs in order to properly identify the leased premises. The area of the wall signs is consistent with the wall signs that were formerly maintained by Old Country Buffett.

Accordingly, a variance is requested under Section 2212, Figure 22.24, of the Zoning Ordinance so as to permit wall signage greater than the permitted maximum area and a variance is requested under Section 2212, Figure 22.24 of the Zoning Ordinance so as to permit two (2) wall signs.

Applicant submits that the granting of requested zoning relief will not be detrimental to the health, safety and welfare of the community.



Specialized Urgent Care for Children and Young Adults

One Hollow Lane, Suite 301 Lake Success NY 11042

Phone (516) 869-0650 Fax (516) 869-0658 Info@pmpediatrics.com

June 26, 2018

Joe Raniszewski
Retail Guru
MSC Retail
1845 Walnut Street, 6th Floor
Philadelphia, PA 19103
(o) 215.883.7390 (c) 610.764.6734

Re: 1495 Old York Road, Abington, PA- Abington Towne Center

Dear Joe,

This letter sets forth the terms on which PM Pediatrics proposes to enter into a lease for space at the above referenced shopping center.

- PREMISES: Approximately 10,000 square feet as shown on Exhibit A attached hereto. Tenant shall be permitted to demise the Premises per their layout.
LANDLORD: RD ABINGTON ASSOCIATES LIMITED PARTNERSHIP
TENANT: PM Pediatrics Realty - Abington, LLC. (a newly formed realty company).
GUARANTOR: Parent Company - PM Pediatrics Management Group, LLC - to guaranty the payment of the Base Rent for the first five (5) years. Parent Company financials to be provided upon execution of Tenant's standard NDA. [please provide NDA]
PERMITTED USE: Medical Offices, including Urgent Care. (NO drug rehab, etc.)
BASE RENT: \$16.00 per square foot NNN, increasing 10% every five years, including renewal terms.
TERM: 10 years from Rent Start.
RENEWAL OPTIONS: Two five-year renewal options.

Handwritten initials 'PS' in a circle with a checkmark.

LANDLORD TURNOVER: Landlord anticipates that it will be prepared to deliver possession of the Premises to Tenant, within ten (10) days of the execution of the Lease (the "Delivery Date").

RENT START: 180 days after the later of Landlord's delivery of the Premises with the Landlord's Work complete or Tenant's receipt of building permits for construction of Tenant's Work (T to diligently pursue permits, to be further discussed in the Lease).

CAM AND TAXES: First year CAM estimated to be \$1.40 per square foot and Real Estate Taxes are estimated at \$4.19 per square foot. Insurance estimated to be \$0.18 per square foot. Commencing on the Rent Commencement Date, Tenant to pay its pro rata share of allowable (to be defined in lease) common area maintenance expenses (CAM) based on its proportionate leasable Premises area as compared to the gross leasable area of Shopping Center. Controllable CAM shall not increase more than five percent (5%) per year, on a non-cumulative basis. Controllable expenses to be defined in the lease (non-controllable expenses include utilities, snow/ice removal, insurance, real estate taxes and security). Please provide NNN breakdown. No marketing or administrative fees and management fees capped at 8% of CAM (excluding insurance).

LANDLORD'S WORK: Landlord will deliver the Premises in As-Is condition.

MAINTENANCE: Landlord to be responsible for the exterior, roof and structural elements of the Premises, including any sidewalk repairs and maintenance. Landlord to insure and maintain the Shopping Center in a first-class manner, keep the exterior and parking lot lights on during all periods of darkness. Tenant shall be responsible for their own waste removal. Tenant will maintain the interior of the Premises.

TENANT'S WORK: Tenant to perform all work necessary to take the premises from Landlord's delivery condition to open as a typical PM Pediatrics location.

PLANS/PERMITS: Upon execution of this LOI, Tenant agrees to diligently pursue all plans and permits required to complete Tenant's Work and the Signage Variance Contingency. If the Lease is not fully executed within sixty (60) days of the execution of this LOI, Landlord agrees to reimburse tenant for fifty percent (50%) of Tenant's costs incurred in relation to plans and permitting, up to \$25,000. To be further discussed and agreed upon in a separate agreement to be drafted by Landlord.

TI ALLOWANCE:

Landlord to provide Tenant with a TI Allowance of \$600,000 to be disbursed as construction of the interior of the Premises progresses. Timetable to be further discussed in the Lease.

SIGNAGE:

Tenant shall have the right to install its customary storefront sign to the maximum size permitted by law on the top of the front façade in line with the Target sign, which right shall include the right to seek a sign variance. Tenant shall also have the right to install its typical temporary and window signage and shall have signage on all monument and pylon signs currently located on the property. All signage shall be subject to Landlord's sign criteria and reasonable approval.

To be done simultaneously to Lease negotiation.



~~Signage Variance Contingency: Tenant shall present proposed building signage to be attached to the Lease. Should the proposed building signage require a variance, Tenant shall diligently pursue such variance at Tenant's sole cost. If after 150 days following lease execution, Tenant has not received the necessary variance, Tenant must either waive the Signage Variance Contingency or terminate the lease.~~

RESERVED PARKING:

None.

ASSIGNMENT:

Tenant may assign or sublease without Landlord's consent, only (i) to an affiliate acquiring all or substantially all of Tenant's assets, (ii) to an entity of equal or greater value in connection with a merger, consolidation, reorganization or a sale of the company or its assets; (iii) in connection with an offering of stock or any public trading of stock. Tenant may, without Landlord's consent but with notice to Landlord, (i) [OPEN: what does this mean?] permit its affiliated parent company to occupy space at the Premises to perform certain non-medical services at the Premises and (ii) sublease or license space, or allow space sharing to one or more professional corporations, professional partnerships, professional limited liability companies or single practitioners solely for the purpose to perform medical services and related activities that are included in Tenant's Use at the Premises. To be further discussed in the Lease.

EXCLUSIVITY:

Tenant shall have the exclusive for urgent care, pediatrics, internal medicine, and family practices.

PROHIBITED USES:

Landlord shall not permit any part of the Shopping Center to be used as: (i) a church, (ii) a billiard hall, (iii) a bingo parlor or other gambling operation (including the primary sale of

lottery tickets), (iv) a funeral home, (v) a strip club, (vi) an adult book store, (vii) a gun shop or shooting range, (viii) a check cashing store not in connection with a bank operation, (ix) a head shop, (x) a tattoo parlor, (xi) intentionally omitted (xii) an off track betting facility, (xiii) intentionally omitted (xiv) a nightclub or disco, (xv) a bowling alley, skating rink or other similar place of public assembly, (xvi) a massage parlor excluding such national massage operations like Massage Envy or Hand and Stone, (xvii) an office or clinic devoted to offering abortions or drug rehabilitation services, or (xviii) an office devoted to the monitoring or meeting of paroled individuals.

SECURITY DEPOSIT: None.

SNDA: The property is unencumbered so no SNDA is required. SNDA to be provided on any financing.

CONTINGENCY: This deal is contingent upon LL receiving a consent waiver from TJ Maxx.

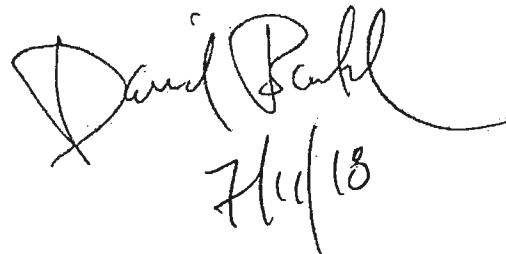
BROKERAGE: Landlord shall pay a commission to Metro Commercial Real Estate as Tenant's Broker and MSC Retail as Landlord's Broker in accordance with the terms of a separate agreement.

CONFIDENTIALITY: Neither party will disclose the terms of this letter or the transactions contemplated hereby, except to such party's attorney and consultants.

The foregoing proposal constitutes an agreement in principle only and does not create any contractual rights or obligations on the part of either party, except for the above Confidentiality and No Shop provision which shall be binding on the parties hereto.

Sincerely,

David J. Biehl



Agreed this ___ day of [_____]

[Landlord]

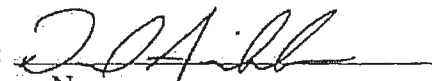
By: 
Name: DANIEL ANNIBALE
Title: 7/2/18

EXHIBIT A

