



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, August 20, 2019 at 7:00 p.m., at which time a public hearing will commence on the following application:

19-10: This is the application of **M & M Providence, LLC**, applicant for the property located at 1920 Old York Road, Abington, PA. 19001. The applicant has requested a special exception for the use of the building from Section 1005, the Use Matrix of the Township of Abington. The applicant proposes to operate oral surgeon's office from the existing building and a Use F-2, Medical Office/Medical Clinic requires a special exception.

The property is zoned within the Main Street High District of Ward #10 of the Township of Abington. A copy of the application and plans are on file with the Planning & Zoning Office and are 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:
 Hedwig House, Inc.
 904 DeKalb Street
 Norristown, PA 19401

2. Name and address of the applicant: Phone number:
 M&M Providence, LLC
 Attn: Sean Wild
 26 S. Bryn Mawr Avenue
 Bryn Mawr, PA 19010

3. Name and address of the attorney: Phone number: 215-918-3646
 Carrie B. Nase-Poust
 Fox Rothschild LLP
 2700 Kelly Road, Suite 300
 Warrington, PA 18976

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

5. Description of the property:
 Address/location 1920 Old York Road
 Present use Vacant
 Proposed improvement Interior renovations to be used for oral surgeon's office.

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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:
The property is zoned Main Street-High Density. The Applicant is proposing to use the property for an oral surgery office, which is considered a medical office. Medical offices are permitted in the MS-H Zoning district by Special Exception.
- 7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:
Section 1005 and the Comprehensive Use matrix.
- 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.
Testimony will be provided at the hearing to justify the grant of the Special Exception.
- 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.
Unknown,
- 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 attached proposed floor plans and aerial photograph of the property.

Carrie B. Nase

Signature of Applicant

Carrie B. Nase - Povst, Attorney for Applicant

Signature of Owner

Internal Validation:

Date Received: *7/26/19*

Fee Paid: *\$1,500.00*

Case: *19-10*

Check # 625434

Rec # 45449

RECEIVED
JUL 26 2019

[Signature]
Signature of the Zoning Officer

BY: *MS*

AGREEMENT OF SALE

THIS AGREEMENT is made this 21st _____ day of June, 2019, by and between Hedwig House, Inc., a Pennsylvania Corporation ("Seller") and M&M LLC, a Pennsylvania limited liability company, or its nominee or assignee ("Buyer").

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, all that certain tract or parcel of land, including any residential homes, buildings and other improvements located thereon (the "Improvements") known as tax parcel no. 30-00-49636-05, located at 1920 Old York Road, in Abington Township, Montgomery County, Pennsylvania, being all the real property owned by Seller at that location, together with (a) all personal property affixed to the Improvements (the "Personal Property"), (b) any land lying in the bed of any street, road or alley, open or proposed, in front, abutting or adjoining the subject property, (c) any easement, privilege, license or right-of-way inuring to the benefit of the subject property, and (d) the appurtenances and hereditaments belonging or otherwise pertaining to the subject property (collectively, the "Property"). For purposes of this Agreement, the term "Effective Date" shall mean the date that is the later to occur of (i) the date on which Buyer receives a copy of this Agreement as executed by Seller, or (ii) the date on which Buyer executes this Agreement.

2. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") shall be _____ payable as follows:

(a) The sum of _____ in cash or by check to be deposited with Buyer's title insurance company ("Escrow Agent") within five (5) days following Buyer's receipt of a fully executed copy of this Agreement. Escrow Agent shall hold the deposit monies in escrow in a federally insured, interest-bearing account for the benefit of Buyer, pursuant to the terms of this Agreement (collectively, the "Deposit"). If Buyer does not timely terminate this Agreement pursuant to Paragraph 6(a)(i), then one-half of the Deposit (i.e. _____ being held in escrow shall be deemed nonrefundable (except in the event of a default by Seller, a failure of the condition contained in Section 6(a)(iii), Seller's inability to deliver good and marketable title, or in the case of a condemnation as provided in Section 10) and shall be credited against the Purchase Price at Closing.

(b) The balance of the Purchase Price is to be paid by certified check, title company check or wire transfer of funds at Closing (hereinafter defined).

(c) The Deposit and all interest accrued thereon shall be applied to the Purchase Price paid by Buyer at the Closing.

3. Closing. Closing (the "Closing") hereunder shall occur on a date within twenty (20) days after the satisfaction or waiver of the conditions set forth in Section 6(a) below, such

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

Hedwig House, Inc., a Pennsylvania Corporation

Witness: Michele Edgumbe



06/20/2019
10:23 PM GMT

By: Karen Bitting



06/20/2019
10:10 PM GMT

Name: Karen Bitting

Title: Chief Executive Officer

BUYER:

M&M, LLC, a Pennsylvania limited liability company

Witness: _____

By: Sean M. Wild



06/21/2019
04:00 PM GMT

Name: _____

Title: _____





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