



Gawthrop Greenwood, PC  
*Attorneys at Law*

17 East Gay Street | p. 610.696.8225  
West Chester, PA 19380 | www.gawthrop.com

**John E. D. Larkin**  
610.696.8225  
610.696.7111 fax  
jlarkin@gawthrop.com

March 17, 2022

George Locke  
Borough Manager  
**Jenkintown Borough**  
700 Summit Ave,  
Jenkintown PA 19046  
VIA HAND DELIVERY

**Re: *In Re: Curative Amendment Petition of 103 (L) Jenkintown LH, LLC***

Dear Mr. Locke,

This firm represents the interests of 103 (L) Jenkintown LH, LLC, ("JLH") which is the lessor of certain real property located at 103 York Road, Jenkintown Borough, Montgomery County, Pennsylvania.

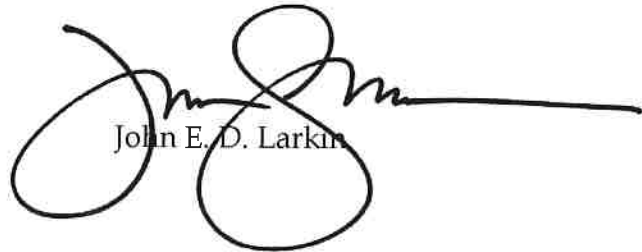
JLH is desirous of erecting a monopole billboard at the Property, but is barred from doing so by your Zoning Ordinance, § 181-141. It is respectfully submitted that your Ordinance is unconstitutional with respect to billboard uses, and as a result JLH is filing a substantive validity challenge thereto and petitioning the Borough Council for a Curative Amendment.

Your website does not include a preprinted form for Curative Amendments and, although your Code suggests that the fees for such filings must be set by Borough Council by resolution, no such fee is included in any of the schedules I have been able to locate.

Accordingly, pursuant to 53 P.S. § 10609.1, kindly accept this cover letter, the attached Petition, and the exhibits appended thereto, as JLH's "written request that [its] challenge and the proposed amendment be heard and decided as provided in Section 916.1" of the Municipalities Planning Code. We will make such payment as we are reasonably instructed, either at the time of filing or at your convenience thereafter.

George Locke  
March 17, 2022  
Page 2

Yours,



John E. D. Larkin

**Gawthrop Greenwood, PC**

By: Jack Larkin  
Pa. Supreme Court No. 307270  
17 E. Gay Street, Ste. 100  
West Chester, PA 19380  
ph: 610.696.8225  
fax: 610.696.7111  
em: jlarkin@gawthrop.com

*Attorneys for 103 L Jenkintown LH, LLC*

IN RE: CURATIVE AMENDMENT  
PETITION OF  
103 (L) JENKINTOWN LH, LLC

BEFORE THE BOROUGH COUNCIL  
OF JENKINTOWN BOROUGH,  
MONTGOMERY COUNTY,  
PENNSYLVANIA

Petition No. \_\_\_\_\_

**PETITION FOR CURATIVE AMENDMENT**

103 L Jenkintown LH, LLC ("JLH"), through its attorney, Gawthrop Greenwood, PC, hereby challenges the validity of Section 181-141 of the Jenkintown Borough Zoning Ordinance (the "**Ordinance**") pursuant to 53 P.S. § 10609.1 as illegal and unconstitutional spot zoning and, in support thereof, states as follows:

***BACKGROUND***

1. JLH is the lessee of certain real property located at 103 York Road, Jenkintown Borough, Montgomery County, Pennsylvania (the "**Property**"). A true and correct copy of that lease is attached hereto at Exhibit "A."
2. The Deed to the Property is attached at Exhibit "B."
3. County records indicate the Property is in the Gateway Commercial Zoning District, is 9,125 square feet in area. It is adjacent to Old York Road, there a four-lane highway, and Harper Ave, a two-lane road.

4. JLH is desirous of erecting an outdoor off-site advertising sign on the Property; the Property is appropriate for such a use under the Ordinance *except* that:

- a. The Property is not 1,000 feet from another off-premises advertising sign;
- b. The Property is not 500 feet from a residential zoning district; and
- c. The Property is not 10,000 square feet or more in area.

5. Because the Ordinance is an illegal and unconstitutional exercise of spot-zoning, JLH proposes the curative amendment attached hereto at Exhibit "C" and, regardless, seeks site-specific relief related to the Property once the existing ordinance is stricken as invalid.

#### *SPOT ZONING*

6. Section 609.1 of the Municipalities Planning Code ("MPC") provides that a "landowner who desires to challenge on substantive grounds the validity of a zoning ordinance or map or any provision thereof, which prohibits or restricts the use or development of land in which he has an interest may submit a curative amendment to the governing body with a written request that his challenge and the proposed amendment be heard and decided as provided in Section 916.1." 53 P.S. § 10609.1

7. If the governing body determines that the substantive validity challenge has merit, the governing body shall then consider the site-specific plans submitted by the landowner and shall also consider the impact of the proposed amendment on the natural resources and natural features of the municipality, other land uses within the municipality and the public resources of the municipality, including roads and sewer

facilities. *Piper Group, Inc. v. Bedminster Township Board of Supervisors*, 30 A.3d 1083, 1097 (Pa. 2011) (citing, 53 P.S. § 10609.1(c)).

8. In determining whether JLH's substantive validity challenge has merit, the Council is called to consider whether the Ordinance is an exercise of spot zoning.

9. "Spot Zoning" occurs where a governing body singles out "one lot or a small area for different treatment from that accorded to similar surrounding land indistinguishable from it in character, for the economic benefit of the owner of that lot or to his economic detriment." *In re Realen Valley Forge Greenes Assocs.*, 838 A.2d 718, 729 (Pa. 2003).

10. Spot zoning "is an arbitrary exercise of police powers that is prohibited by our Constitution." *Id.* (citing, *United Artists' Theater Circuit, Inc. v. City of Philadelphia*, 635 A.2d 612, 620 (Pa. 1993)).

11. The size of the zoned tract is certainly a relevant factor in a spot zoning challenge, but "the most important factor in an analysis of a spot zoning question is whether the rezoned land is being treated unjustifiably different from similar surrounding land." *Schubach v. Silver*, 336 A.2d 328, 336 (Pa. 1975).

12. The Ordinance relevantly imposes three locational criteria on properties seeking approval for off-site outdoor advertising signs ("**Billboards**"):

- a. Sites must be located within the Gateway Commercial District; § 181-141)
- b. Sites must be larger in size than 10,000 square feet.

- c. Sites must be no closer than 500 feet from a residential zoning district within the Borough, § 181-141.B.

13. Applying these criteria sequentially, one sees first that the Gateway Commercial District is limited to the following four areas of the Borough:



14. Removing sites smaller than 10,000 square feet reduces the eligible sites further:



15. Finally, removing all sites closer than 500 feet from a residential zoning district within the Borough leaves just a single parcel on which off-site outdoor advertising signs may be erected: 610 Old York Road.



16. When ordinances single out an individual lot “for no apparent reason or purpose except to favor the owner it is referred to as ‘spot zoning’, and is invalid because it is discriminatory.” *In Boyle Appeal*, 179 Pa. Superior 318, 327 (1955).

17. Here, the restrictions the Ordinance places on sites eligible for off-site outdoor advertising signs are, indeed, imposed for no apparent purpose.

- a. The only parcel on which Billboards are permissible is *immediately* adjacent to residential districts; the only distinction between those districts and the ones that preclude billboards on other sites in the

Township is that they are located in *Abington Township* as opposed to Jenkintown Borough.

- b. While the Borough might argue that this distinction is permitted based on its obligation to its own residents (as opposed to those of neighboring municipalities,) other provisions within the Ordinance make clear that Jenkintown *does* consider the impact of off-site outdoor advertising signs on neighboring municipalities. For instance, the Ordinance requires landscaping to shield billboards from “any residential zoning district” without reference to municipality. § 181-141.G.
- c. The virtue of requiring sites to be larger than 10,000 square feet is arbitrary on its face; monopole billboards in particular are often as little as a dozen feet in diameter at base, making them suitable for sites far smaller in size.
- d. Restricting off-site outdoor advertising signs to the Gateway Commercial District, as opposed to the Town Center or Neighborhood Commercial Residential Districts is similarly arbitrary.

18. The real reason Jenkintown Borough has restricted billboards to 610 Old York Road is because that property is bounded on substantially all sides by Abington Township, making erection of a billboard on that Property somebody else’s ‘problem.’ This, however, the Borough cannot do.

- 19. The Ordinance is unconstitutional as an exercise of spot zoning.
- 20. Accordingly, a curative amendment is proposed and attached.

#### ***SITE SPECIFIC RELIEF***

21. Regardless of whether the governing body ultimately accepts the *precise* proposed curative amendment proposed by JLH, it will be “required to permit Appellant to develop its Property as proposed in the plans submitted with the validity challenge, provided, of course, that what is submitted is reasonable, and not injurious to the public



health, safety, welfare and morals.” *Chairman of the Boards, Inc. v. Zoning Hearing Bd. of the Borough of Wilkinsburg*, No. 421 C.D. 2021, 2021 WL 6139768, at \*5 (Pa. Commw. 2021).

22. The Property is within the Gateway Zoning District, an area set aside for commercial use.

23. When site-specific relief is granted, JLH will comply with all content and light emission restrictions included in the Ordinance.

24. Billboard uses have consistently been upheld by Pennsylvania Courts as legitimate uses that are not deleterious to the public health, safety, welfare, and morals. *See, e.g., In re Bartkowski Inv. Grp., Inc.*, 106 A.3d 230, 250 (Pa. Commw. 2014).

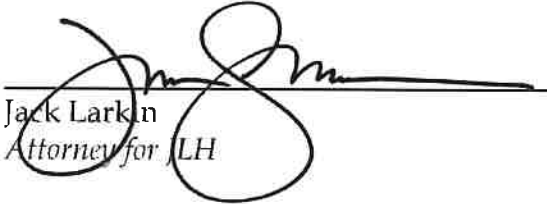
25. Under Pennsylvania law, no conditional use application or plan is necessary accompanying the filing of a substantive validity challenge, so long as the petitioner’s plan makes clear its intent. *Budco Theatres, Inc. v. ZHB of Springettsbury Township*, 632 A.2d 1072, 1075 (Pa. Commw. 1993). Nevertheless, solely as a guide to this Council’s health, safety, welfare, and morals consideration and not intending to be bound to the specifics thereof, JLH attaches a site plan and construction drawings of the project it will build at the Property.

WHEREFORE, based on the foregoing, JLH respectfully requests that this Council: (1) Issue a determination that the Ordinance unlawfully spot-zones off-site outdoor advertising; and (2) issue site-specific relief by directing the Borough administration to issue, upon application and payment, such permits as may be necessary to build the monopole billboard described herein at the Property.

Respectfully submitted:

Date: *March 17, 2022*

By:

  
\_\_\_\_\_  
Jack Larkin  
Attorney for LH

A

## DISPLAY LEASE AGREEMENT

between  
103 L Jenkintown LH, LLC  
and  
Young S. Nam

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This **DISPLAY LEASE AGREEMENT** ("Lease") is made effective this 5th day of March, 2022 ("Effective Date"), and entered into by and between Young S. Nam ("Lessor") and 103 L Jenkintown LH, LLC ("Lessee", and, together with Lessor, each a "Party" and collectively, the "Parties").

### Background

A. Lessor is the fee owner of the real property commonly known as Tax Parcel No: 10-05392007 located at 103 York Road, Jenkintown, PA (which real property is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, for the Permitted Use, and subject to all the terms and conditions hereinafter set forth, [a portion of] the Property, as identified more particularly on Exhibits "B" and "B-1" attached hereto and made a part hereof (the "Premises"), which exhibit may be updated from time to time to reflect a final metes and bounds legal description when available.

NOW, THEREFORE, in consideration of the undertakings contained in this Lease, the sum of One Hundred (\$100.00) Dollars duly paid by Lessee to Lessor upon execution hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

In consideration of the undertakings contained in this Lease and other good and valuable consideration, the receipt of which is acknowledged, Lessor leases and grants to Lessee the Premises, for the Permitted Use (defined below) including the rights of possession and use of and ingress and egress to the Property.

1. Defined Terms. As used in this Lease, the following terms used shall have the meanings set forth below:

- (a) "Approvals" means, collectively, any and all final, irrevocable, unappealable and unappealed permits, licenses, subdivision, use and conditional use approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PADOT permits, site plan approvals and all other permits and approvals deemed necessary by Lessee and/or required for construction, installation, maintenance and operation of the Displays (including any electrical service and required permits for lighting) and Improvements, obtained from or issued by any Governmental Authority.
- (b) "Displays" means the digital advertising sign faces installed (or to be installed) on the Supporting Structure and located on the Premises and operated by Lessee (or any sublessee, as the case may be).
- (c) "Governmental Authorities" means, collectively, and "Governmental Authority" means, individually, each and all applicable local, state, and federal governmental authorities, divisions, agencies or municipalities with jurisdiction over the Premises (or any portion thereof), the Premises and/or the Displays.

- (d) **"Improvements"** means all improvements to the Premises, of any kind and nature, including the Supporting Structure and any landscaping required to be maintained pursuant to the terms of any Approvals, but expressly excluding Lessee Property.
- (e) **"Lessee Property"** means the Displays and any control racks, networking components, content players, cellular modems, diagnostic PCs, cameras, routers, remote power managers, video processing units and other software, hardware, equipment and other personal property that is either purchased, leased, licensed, or otherwise owned by Lessee or used exclusively to operate, maintain or repair the Displays, or any replacements thereof.
- (f) **"Permitted Use"** means the purposes of erecting, constructing, installing, operating, maintaining, servicing, modifying, and replacing (subject to applicable Approvals), and, for a period of sixty (60) days after the Term, removing (subject to the last sentence of Section 7 of this Lease) all Improvements and the Lessee Property on the Premises, all in accordance with the Approvals.
- (g) **"Rent Commencement Date"** means the date that that is the first day of the month following the date the Displays are fully operational.
- (h) **"Supporting Structure"** means the supporting structure(s) of the Displays located on the Premises, together with electrical/illumination facilities and connections, internet service, panels, service ladders and other appurtenances and equipment that is either purchased by Lessor or used exclusively to operate and maintain the Improvements (but expressly excluding the Lessee Property).

## 2. **Term.**

(a) The initial term of this Lease (the **"Initial Term"**) shall commence on the Effective Date and shall expire on the date which is \_\_\_\_\_, unless extended or terminated early in accordance with the terms of this Lease.

(b) At the option of Lessee, the Term may be extended for \_\_\_\_\_ period (the "Extension"), exercisable upon Lessee providing Lessor notice at least ninety (90) days prior the date of expiration of the then current Term. The Rent (as defined below) due during the Extension period of the Term shall be at a fair market value rate of rent, or a comparable tenant under no compulsion to lease the Premises, at the time that the Extension commences, as determined by mutual agreement of the Parties at least sixty (60) days prior to the end of the then current Term (the "FMV Rent"), but otherwise on the same terms and conditions set forth therein, in each case, unless earlier terminated in accordance with the terms of this Lease. In the event the Parties cannot agree as to what constitutes the FMV Rent, then the Parties shall determine FMV Rent by assessing current values for similarly located and sized properties used for the same purposes as the Premises and in the general vicinity of the Premises.

In the event that Lessor and Lessee, acting reasonably and in good faith, cannot agree as to the "FMV Rent" prior to commencement of the Extension Period, then the Parties agree to submit the matter to arbitration. Such arbitration shall be conducted as follows: Within ten (10) days of delivery of written notice from either Party to the other of its intention to arbitrate this matter, each party shall select a licensed real estate brokers, duly qualified and licensed within the Commonwealth of Pennsylvania for a minimum of five (5) years, having at least five (5) years' experience prior to such appointment with respect to similar leasing of like similarly situated properties with similar advertising displays in the vicinity of the Premises. Such arbitrators shall meet and attempt to reach a mutual agreement as to FMV Rent during the Extension within twenty (20) days of their appointment. If such arbitrators are unable to reach an agreement, they shall select a third person who shall also be licensed and experienced in at least

a substantially similar manner ("Third Arbitrator"). No ex parte communications shall be permitted between the Third Arbitrator and Lessor or Lessee until after the third arbitrator has made his or her determination. The Third Arbitrator shall be limited solely to the issue of whether the determination by Lessor's arbitrator or Lessee's arbitrator is closest to the actual FMV Rent and shall have no right to propose a middle ground or to modify either of the two determinations or the provisions of this Lease. The final decisions of the arbitrators as provided above shall be binding, the expense of the arbitrator selected by each party shall be borne by the party selecting same. The cost of the Third Arbitrator, if needed, shall be paid by the Lessee. In the event of the failure, refusal or inability of any arbitrator to act, a successor shall be appointed in the same manner as the original arbitrator.

3. **Approvals.**

(a) Lessee shall use its commercially reasonable efforts to obtain the necessary Approvals in connection with the Displays. Lessee's obligation to pay Rent as set forth in Section 4 is contingent on Lessee obtaining all necessary Approvals for the construction of, and completing the construction of, the Display. Lessee shall have a period of \_\_\_\_\_ months after the Inspection Period to obtain all Approvals, provided however, that the Approval period shall be tolled in the event that Tenant's application is pending before the Jenkintown Zoning Hearing Board, or any court of competent jurisdiction (hereinafter referred to as the "**Approval Period**"). Lessor shall cooperate in good faith with Lessee to obtain such Approvals, all at no cost to Lessor. Lessor shall not contract with any other person, company, or entity for the purposes of developing any "off premise" signage, defined as signage advertising a product or service not sold on Lessor's Property, during the Approval Period or for the duration of this Lease. For purposes of this Lease, the phrase "final, irrevocable, unappealable and unappealed" shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that Lessee has approved and agreed to comply with any conditions of approval.

(b) During the Term, Lessee shall have the right to make any necessary applications with, and obtain Approvals from Governmental Authorities for and in connection with the Permitted Use. Lessor gives Lessee its permission and limited power of attorney for the purpose of performing every act deemed necessary by Lessee to apply for and secure at Lessee's expense and for Lessee's benefit and control all Approvals including, without limitation, the state and local building, sign and electrical permits, zoning variances, special uses, or changes in the zoning law relating to signs, and necessary to erect, maintain and modify the advertising sign structure on the Premises. Lessee shall have no obligation to pursue particular zoning matters or to continue to maintain any permit or license and any such action taken by Lessee shall be at its option.

(c) In the event Approvals as defined herein are not obtained within the Approval Period, Lessee shall have the right to extend the Approval period upon not less than ninety (90) days prior written notice to Lessor.

4. **Rent.** Lessee's obligation to pay Rent shall begin on and as of the Rent Commencement Date. Lessee shall pay to the Lessor rent on a monthly basis in the amount of \_\_\_\_\_ payable monthly (the "**Rent**"), with the first such payment to be made on the Rent Commencement Date. All Rent payments shall be due by the fifth (5<sup>th</sup>) day of each month and shall be paid to Lessor at its address set forth in Section 17. The Rent shall be increased by \_\_\_\_\_ annually on the anniversary of the Rent Commencement Date.

5. **Use; Certain Costs.** Lessee, including its agents, shall have the exclusive right to use and occupy the Premises for the Permitted Use, and for any other lawful uses accessory or non-accessory thereto. Lessor further grants Lessee and such other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct, illuminate,

maintain, operate, remove, or replace the Equipment; the right to ingress and egress over the Property, and the right to maintain the visibility to the advertising display faces free of obstructive vegetation and structures for the term of this Lease. Lessee is responsible for the repair and of any damage caused to the Property and the Premises by Lessee, its agents or employees. Lessee shall pay all costs associated with the provision of electricity and for the illumination of the Displays and any and all other costs billed by utilities as a result of the use of the Displays for expansions, etc. Lessee shall pay any increase in ad valorem real estate taxes as a direct result of the construction and operation of the Displays. Lessee shall, at its sole cost and expense, maintain the Improvements and Displays in accordance with all applicable laws, including without limitation the Approvals, and in good condition and repair. Notwithstanding anything to the contrary herein, Lessee shall have the right to remove Trees indicated on Exhibit "B-1" and any future Trees which impacts the view of the displays.

6. **Indemnification.** Lessee does hereby indemnify and agree to hold Lessor harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessee's agents, employees, or workmen in the construction, maintenance, repair, or removal of the Lessee Property. Lessor does hereby indemnify and agree to hold Lessee harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessor's agents, employees, or workmen in the construction, maintenance or repair of the Premises and/or the Property, or arising or growing out of or in any way connected with Lessor's use, management or control of the Property.

7. **Personal Property, Access.** All Approvals, Improvements, Lessee Property, advertising copy ("**Advertising**") and other materials placed upon the Premises by Lessee are Lessee's trade fixtures, trade names and trademarks, and shall be and remain Lessee's exclusive personal property, and may be removed by Lessee at any time prior to or within sixty (60) days after the termination of this Lease or any extension thereto. Only Lessee's employees and other authorized persons may have access to or upon the Lessee Property without Lessee's prior written consent. Lessee's ability to install and operate the Displays and otherwise complete the construction of its project is contingent upon Lessee's obtaining from all Governmental Authorities having jurisdiction over the Premises, all of the Approvals. Subject to the last sentence of this Section 7, in the event that the Lessee Property is not removed within sixty (60) days following the expiration of the Term (and not as a result of termination due to Lessee default). Notwithstanding the foregoing, in the event Lessee has assigned its interest in this Lease to any person or entity other than an affiliate as a result of a default by Lessee, all Improvements (but excluding Lessee Property) shall immediately and automatically become the sole and exclusive property of Lessor.

8. **Estoppels; SNDAs; Recognition Agreements.** Lessor covenants that if, and so long as, Lessee pays Rent and performs the covenants hereof, Lessee shall peaceably and quietly have, hold and enjoy the Premises, in its entirety, for the Term, subject to the provisions of this Lease. In furtherance of the foregoing:

(a) Within no more than fifteen (15) business days after written request by Lessor or Lessee, the other Party will execute, acknowledge and deliver to Lessor or Lessee a certificate stating: (i) that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement; (ii) the date on which sums payable under this Lease have been paid; (iii) that no notice has been received by such Party of any default that has not been cured, or, if such a default has not been cured, what such Party intends to do in order to effect the cure, and when it will do so; (iv) that, in the case of the Lessee, Lessee has accepted and occupied the Premises; (v) that such Party has no claim or offset against the other Party, or, if it does, stating the circumstances that gave rise to the claim or offset; (vi) that such Party is not aware of any prior assignment of this Lease by the other Party, or, if it is, stating the date of the assignment and assignee (if known to such Party); and (vii) such other matters as may be reasonably requested by Lessor or Lessee. Any certificate may be relied upon by any prospective purchaser of Lessor's or Lessee's assets and any prospective lender of Lessor or Lessee. If Lessor or Lessee submits a completed certificate to the other Party, and such Party fails to object to its

contents within fifteen (15) business days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Lessor and Lessee irrevocably appoint the other Party as Lessor's or Lessee's attorney-in-fact to execute and deliver on the other Party's behalf any completed certificate to which such Party does not object within fifteen (15) business days after its receipt.

(b) If Lessor's Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, Lessor and Lessee shall, and Lessor shall cause each holder of such mortgages or deeds of trust to, execute within thirty (30) days of Lessee's request, a subordination, non-disturbance and attornment agreement which agreement shall incorporate provisions (the "Non-Disturbance Provisions") to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of Lessee and its successor and assigns in the Premises and assume the obligations of Lessor under the provisions of this Lease; and (b) that such holder shall require that any purchaser acquiring Lessor's Property or the Premises shall assume the obligations of Lessor under this Lease so that the rights of Lessee or those holding under Lessee shall not be interfered with or affected in any manner whatsoever. If Lessor does not deliver the required subordination, non-disturbance and attornment agreement to Lessee within such thirty (30) day period, Lessee may terminate this Lease by written notice to Lessor at any time prior to the date Lessor delivers such executed agreement(s) to Lessee. Lessee hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other Party whose title might hereafter become superior to the title of Lessor subsequently placed upon Lessor's Property or the Premises after the date of this Lease (hereinafter referred to as the "Subsequent Mortgagee"), provided Lessee, Lessor and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions.

(c) Lessor and Lessee acknowledge and agree that Lessee is anticipating entering into (i) certain transactions with potential funding sources (a "Lender") and assignees or purchasers of Lessee Property and Improvements (each, a "Purchaser"), which transactions may include an assignment of Lessee's interest in the Lease, and/or (ii) a sublease with a purchaser ("Sublessee"), all as permitted by, and in compliance with the provisions of Section 15 and that such transactions will require Lessor to recognize any and all of such Lender or Sublessee, and their respective permitted successors and assigns, as the holder of Lessee's rights as Lessee under the Lease (as hereby amended) pursuant to an agreement in a form reasonably acceptable to such Lender and/or Purchaser (each, a "Recognition Agreement"). In addition, Lender, and any such Purchaser may require a subordination non-disturbance and attornment agreement in a form acceptable to Lender (each, an "SNDA") from any holder of a mortgage or security interest in Lessor's interest in the Property (a "Senior Holder"). Lessor covenants and agrees to execute and deliver, and to cause to be executed and delivered by any Senior Holder, any such Recognition Agreement and any such SNDA reasonably required by the parties to any such transactions, and Lessor irrevocably appoints Lessee as Lessor's attorney-in-fact to execute and deliver on Lessor's behalf any such Recognition Agreement and/or SNDA provided to Lessor to which Lessor does not object in writing within fifteen (15) days after Lessor's receipt thereof.

#### 9. Defaults.

(a) If Lessee defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any monetary default within thirty (30) days or other default within sixty (60) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such sixty (60) days if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee.



(b) If Lessor defaults in the performance of any of the covenants and conditions hereof, Lessee may give Lessor notice of such default, and if Lessor does not cure any default within thirty (30) days (or if such default is of such nature that it cannot be completely cured within such period, if Lessor does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default) then, in addition to its remedies at law, Lessee shall have the right to seek specific performance or a mandatory injunction from a court of competent jurisdiction or cure such default at Lessor's sole cost and expense. Lessee shall have the right, at Lessee's sole discretion, to obtain reimbursement directly from Lessor or to deduct any such amounts from future Rent payments. The performance of any obligation by Lessee on behalf of Lessor or such other obligation of Lessor by Lessee shall not waive any rights or remedies available to Lessee hereunder or at law or in equity, all of which are hereby expressly maintained. [In the event of a Lessor default under Section 17(g) below, all Rent shall be abated from and after the date of such default until the date on which the Lessor cures such default.]

(c) In addition to the remedies set forth in subsections (a) and (b) above, in the event that Lessor defaults in the performance of any of its obligations under this Lease, or Lessee defaults in the performance of any non-monetary obligation under this Lease (including any such obligations that are effective prior to the Term), and such default extends beyond all notice and cure periods set forth herein, the non-defaulting Party shall have the right, subject to Applicable Legal Requirements, to perform the defaulting Party's obligations, provided that the non-defaulting Party performs such obligations in a commercially reasonable manner and at a commercially reasonable cost, at the defaulting Party's sole cost and expense. Notwithstanding the foregoing, in the event that any such default causes an emergency where there is an imminent risk of (i) damage to property or injury to persons, (ii) the ongoing enforceability of any Permit becoming compromised due to expiration, termination, default or violation, or (iii) the Lessee Property becoming unable to operate (each an "**Emergency Event**"), the non-defaulting Party shall have the right to perform the defaulting Party's obligations immediately without providing the defaulting Party with notice and an opportunity to cure.

(1) If Lessor is the non-defaulting Party, it shall have the right, at its sole discretion, to obtain reimbursement directly from Lessee. If Lessee is the non-defaulting Party, it shall have the right, at its sole discretion, to obtain reimbursement directly from Lessor, or (x) to deduct fifty percent (50%) of any such amounts from future Rent payments and obtain reimbursement for the balance of its incurred costs in accordance with the terms of (2), (3) and (4) below, or (y) in the case of an Emergency Event, to deduct one hundred percent (100%) of any such amounts from future Rent payments.

(2) If the defaulting Party does not dispute the non-defaulting Party's right to exercise self-help or the amount of costs incurred curing a default, then the defaulting Party shall either (i) reimburse the non-defaulting Party for the amount of such costs within thirty (30) days after receipt of written demand for payment, together with documentation reasonably sufficient to evidence the same ("**Written Demand**"), or (ii) if Lessee is the non-defaulting Party, permit Lessee to deduct any unpaid reimbursable amounts from future Rent payments.

(3) If the defaulting Party disputes (i) the non-defaulting Party's right to exercise self-help, or (ii) the amount or reasonableness of costs claimed by the non-defaulting Party, then, the defaulting Party shall have the right to engage a neutral arbitrator reasonably satisfactory to the non-defaulting Party to make an assessment as to whether the non-defaulting Party exercised its right to self-help in compliance with the terms hereof and both Parties shall fully cooperate in providing such arbitrator with all relevant requested information and documents. The cost of such arbitrator shall be paid by the defaulting Party unless such arbitrator decides any dispute in favor of the defaulting Party and in such case the cost of such arbitrator and any legal fees incurred by the defaulting Party in connection with such arbitration shall be paid by the non-defaulting Party.

(4) In the event that Lessee is entitled to deduct costs incurred from future payments of Rent but the Rent due over the balance of the Term is less than the amount Lessee is entitled to deduct (and Lessor does not otherwise make such payments to Lessee), then, Lessee shall be entitled to extend the Term by the period required for the Rent to equal the remaining amount Lessee is entitled to deduct (with Rent being offset continuing to increase by [2.0%] each year in the same manner provided herein for the scheduled Term). The non-defaulting Party's performance of the defaulting Party's obligations shall not act as a waiver of any rights or remedies available to the non-defaulting Party at law or in equity, all of which are hereby expressly maintained. In the event that the defaulting Party fails to timely reimburse the non-defaulting Party for an amount owed under this Section 9(c)(4) upon receipt of a Written Demand, the non-defaulting Party shall have the right to pursue a claim for reimbursement, together with any additional related expenses, including reasonable attorney's fees, plus interest on the reimbursement amount at the interest rate applicable to judgments under state law per annum from the date of demand to the date of final payment thereof.

10. **Lessor Representations.** The Lessor represents and warrants that (i) it is the owner of the Property and the Premises; (ii) it has the authority to enter into, execute and fulfill its obligations under this Lease; and (iii) the execution of this Lease by Lessor and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which it is a party. Lessor further covenants that it will not permit any adjoining or appurtenant parcel, owned or controlled by it, to be used for "off premise" advertising purposes or to permit the Displays to be obstructed. Lessor shall cause the Property at all times to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities.

11. **No Broker.** Lessee and Lessor have not dealt with any broker or finder with regard to the Premises or this Lease and that neither has had any dealings with any other person or party which may entitle that person or party to a fee or commission. Each Party will indemnify the other against any loss, liability, and expense the other incurs (including reasonable attorneys' fees and court costs) arising out of claims for fees or commissions or any breach of this Section 11.

12. **Limitation of Liability.** The liability of Lessee under this Lease shall be and is hereby limited to Lessee's interest in the Premises and the Lessee Property and no other assets of Lessee shall be affected by reason of any liability which Lessee may have to Lessor or to any other person by reason of this Lease, or the execution thereof.

13. **Certain Abatement/Termination Rights.**

(a) In the event that, in Lessee's sole opinion; (i) Lessee is unable to secure or maintain any required permit or license from any appropriate governmental authority; (ii) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (iii) Lessee's Displays on the Premises shall become entirely or partially damaged or destroyed; (iv) the view of Lessee's Displays is obstructed or impaired in any way by any object or growth on the Premises or on any neighboring property owned by Lessor (including the Property); (v) the advertising value of the Displays is impaired or diminished; (vi) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Displays; (vii) Lessee is prevented from maintaining electrical power to the or illuminating the Displays; (viii) Lessee finds that, in Lessee's sole opinion, the continued maintenance/operation of the Displays is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to Lessor's Property; or (ix) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then Lessee shall, at its option, have the right to either reasonably abate the Rent until the issues outlined in clauses (i) through (ix) above are cured, and/or terminate this Lease Agreement upon thirty (30) days' prior written notice to the Lessor, with such written notice specifically

setting forth which item above is in effect. Lessor and Lessee understand that visibility of the Advertising is important to Lessee. Lessee and Lessor shall cooperate with each other and give their best efforts as to ensure that there will be no sign blockage.

(b) This Lease may be terminated by Lessee if the Lessee is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, maintaining the Displays on the Property. Upon condemnation or threat of condemnation of the Premises by any lawful government authority, Lessee shall have the right to participate in the negotiation, trial and settlement of any condemnation award or condemnation settlement to the extent of Lessee's damages including, but not limited to, the following: (i) the loss of the use of the Displays; (ii) the cost of removal of the Displays from or replacement upon the Premises; (iii) the loss of the leasehold interest; and (iv) reasonable attorney's fees and costs.

14. **Insurance.** During the Term, the Lessee shall maintain insurance on the Premises and upon request will provide Lessor with a certificate naming Lessor as an additional insured prior to the erection of any Displays on the Premises, so endorsing Lessee's policy and indicating these limits: Public Liability \$2,000,000 and Property Damage, \$3,000,000. All insurance policies carried by Lessor or Lessee in covering the Property, the Premises, its contents and the personal property of either of them in the Property or Premises, as applicable, will waive any right of the insurer to subrogation against the other to the extent permitted by law. Lessor and Lessee agree that their policies will include such a waiver or an endorsement to them, so long as the waiver or endorsement is available without cost. If a cost is imposed, the one whose insurer imposes it will advise the other of the cost and its amount and the other may pay it, but will not be obligated to do so. The failure of any insurance policy to include such a waiver or endorsement will not affect this Lease.

15. **Assignment; Sublease.** Lessee hereby reserves the right, and said right is granted by Lessor to Lessee, with notice to Lessor (but without the approval of Lessor being required), to sell, lease, convey, license, sub-grant or otherwise transfer and set over all or a portion of the Lessee's right, title and interest in this Lease (and the Purchase Option Agreement) upon the express and written assumption and/or compliance by the assignee of all of the obligations of the Lessee herein named whereupon Lessee shall be fully discharged from any and all obligations under this Lease occurring after such transfer and Lessor shall look solely to the assignee of the Lessee's interest in this Lease for the performance of such obligations. Lessee shall further have the right, with notice to Lessor, (but without the approval of Lessor being required), to grant, sell, convey or otherwise transfer all or any portion of the Displays, or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of Lessee, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of Lessee contained in this Lease (to the extent not expressly reserved to Lessee in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

16. **Force Majeure.** Lessor and/or Lessee (except as provided below in this Section 16) shall be excused for the period of delay in the performance of any of their obligations hereunder, and shall not be considered in default, when prevented from so performing due to Force Majeure, and the period for the performance of any such act will be extended for a period equivalent to the period of such delay, plus, in the case of any obligation of Lessee to remove Lessee Property, a reasonable period thereafter (not to exceed thirty (30) days). As used herein, "**Force Majeure**" shall mean acts of God and nature, actions of any governmental authority or agency, court orders, future orders of any regulatory body having jurisdiction, acts of the public enemy, war or threat of war, acts of terrorism, insurrections, conditions similar to war, sanctions, blockades, embargoes, riots, sabotage, strikes, lockouts or other labor or industrial disturbances, labor disputes, material shortages, failure of, damage to or destruction of machinery or equipment by means

of any of the forgoing or any natural disaster, pandemics, or other causes or circumstances which cannot reasonably be prevented. Notwithstanding anything to the contrary contained herein, lack of funds shall not be deemed a cause beyond the control of a party hereto and shall not be deemed to be an event of Force Majeure, and in no event shall Force Majeure excuse or delay the payment of Rent by Lessee, except to the extent otherwise expressly set forth in this Lease

17. **Notices.**

All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested, by Federal Express or other overnight express delivery service or by hand delivery against written receipt or signed proof of delivery, to the respective Notice Addresses set forth below, and to such other person and address as each party may from time to time designate in writing to the other. Notices shall be deemed to have been received on the date delivered or the date delivery is refused. For convenience purposes only, notices may also be sent via facsimile or electronic mail; provided, however, that such notices shall not be deemed to have been received until the same notice is also deemed delivered in accordance with the first two sentences of this Section.

Lessor:  
Young S. Nam

Lessee:  
103 L Jenkintown LH, LLC  
3400 West Chester Pike  
Newtown Square, PA 19073  
Attention: Vice President Real Estate

18. **Option to Sell Easement.** Lessor shall have the right to terminate this Lease not less than sixty (60) days prior to expiration of the Approval Period upon: i) written notice to Lessee; and ii) execution of a sales agreement to sell Lessee an easement in perpetuity for the Premises at a price of

subject to other terms in a mutually agreed upon sales agreement. The closing date for the sale of the easement shall be within thirty (30) days of the Approval Period expiration

19. **Miscellaneous.**

(a) Lessor and Lessee agree that each section of this Lease is severable from the remainder, and, if any portion of this Lease is declared to be void or unenforceable, the remainder of the Lease shall continue in full force and effect.

(b) Lessor acknowledges that this Lease and the interests and easements contained in this Lease run with the land. The Parties agree to execute a recordable memorandum of this Lease, in such form as is attached hereto as Exhibit "C" and further agree to execute any documents necessary to evidence or effectuate this Lease, including any documents necessary to effectuate its purpose. The cost of drafting and recording the Memorandum of Lease and promptly removing it from the public records upon termination of the Lease, shall be at Lessee's cost.

(c) The Parties agree that there are no prior or contemporaneous oral agreements pertaining to the Premises by and between Lessor and Lessee. The Lease embodies the entire agreement between the Parties and may not be modified in any respect, except in writing, signed by the Parties.

(d) During the Term, Lessor (or any representative or employee thereof) shall not publish or disclose, or cause the publication or disclosure of, any information to any third party with respect to the execution or the terms of this Lease (including the identity of Lessee as a Party hereto) or Approvals, without prior written approval of Lessee, except as may be required by law. Lessor shall use the same standard of care to prevent disclosure of the terms of this Lease or Approvals as Lessor uses with respect to its own confidential information of a similar nature provided that such standard of care shall not in any case be less than the standard of care a reasonable business person would use under similar circumstances. Lessor

acknowledges that the disclosure by Lessor of the terms of this Lease or the Approvals in a manner not authorized by the terms and provisions contained herein would be likely to cause irreparable damage to Lessee that could not be fully remedied by monetary damages. Accordingly, Lessor hereby agrees that Lessee may specifically enforce the terms and provisions contained herein and may seek such injunctive or other equitable relief as may be necessary or appropriate to prevent any unauthorized disclosure of the terms of this Lease or the Approvals without the necessity of proving actual damage by reason of any such breach or threatened breach of any of the terms and provisions contained here.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its conflicts of laws principles.

(f) This Lease Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Lease Agreement, and shall become effective when each Party has signed one or more such counterparts and delivered same to the other Party, effective as of the Effective Date.

(g) [Lessor hereby agrees that from and after the Effective Date through the expiration of the term of this Lease, Lessor shall not solicit offers, enter into or continue negotiations, contract to sell or otherwise market or offer to see all or any portion of the Premises to any person or entity other than Lessee.]

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the said Parties have set their hands and seals hereto the day and year first above written.

LESSOR:

Young S. Nam

By: \_\_\_\_\_

March 4<sup>th</sup> 2022  


LESSEE:

103 L Jenkintown LH, LLC

By: \_\_\_\_\_

Name: David McFadden

Title: Authorized Signatory

Exhibit "A" – Property  
Exhibit "B" – Premises  
Exhibit "B-1" – Property Site Plan/Legal Description  
Exhibit "C" – Form Memorandum of Lease

**Exhibit "A"**

**Property – Legal Description**

## Exhibit "B"

### Premises – General Description

The Displays shall be erected within the general area shown as the proposed monopole area in the image below. The precise location of the sign shall be determined by a Site Plan, which shall be developed by Lessee any time after the execution of this Lease. The specific location of the Displays within the Premises shall be decided after the execution of this Lease. Upon completion of the Site Plan, a copy shall be provided to Lessor and such Site Plan shall be attached hereto as Exhibit "B-1". Lessee may also obtain a Survey and develop a metes and bounds legal description, which may be appended to Exhibit "B-1". In the event of an inconsistency between Exhibit "B" and the Site Plan and legal description, the Site Plan and legal description shall control.





**Exhibit "B-1"**

**Property Site Plan/Legal Description**

**[TO BE PREPARED AND INSERTED FOLLOWING THE EFFECTIVE DATE]**

**Exhibit "C"**

**Form Memorandum of Lease**

Address: \_\_\_\_\_, \_\_\_\_\_ New Jersey \_\_\_\_\_  
Tax ID: \_\_\_\_\_

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this "**Memorandum**"), dated this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between Young S. Nam ("**Lessor**"), and 103 L Jenkintown LH, LLC, a Pennsylvania limited liability company ("**Lessee**").

**Preliminary Statement**

Lessor is the owner of the real estate commonly known as \_\_\_\_\_, \_\_\_\_\_ Township of \_\_\_\_\_, County of \_\_\_\_\_, in the State of Pennsylvania \_\_\_\_\_ (the "**Property**"), described on **Exhibit "A"** attached hereto. On even date herewith Lessor and Lessee entered into a Display Lease Agreement (the "**Lease**"), by which Lessor leases [a portion of] Lessor's Property to Lessee, as more fully set forth on **Exhibit "B"** attached hereto (the "**Premises**"). In connection therewith, Landlord and Lessee have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the Parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.

The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Lessee may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for a term of \_\_\_\_\_ ( ) years, commencing upon the Effective Date and ending on the last day of the \_\_\_\_\_ ( ) year thereafter.

2. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease.

3. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Memorandum of Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.

**[THIS SPACE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Lease on the day and year first above written.

**LESSOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_]-L LAND HOLDINGS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**

**LESSEE:**

\_\_\_\_\_]-L LAND HOLDINGS, LLC, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged that he is the \_\_\_\_\_ of \_\_\_\_\_]-L LH, LLC, and executed the foregoing instrument on behalf of \_\_\_\_\_ as such officer for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires: \_\_\_\_\_

*[SIGNATURE PAGE  
FORM OF MEMORANDUM OF LEASE]*

**LESSOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

:ss

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_ day of \_\_\_\_\_ 202\_, before me, the undersigned personally appeared \_\_\_\_\_, who acknowledged that he/she [as the \_\_\_\_\_ of \_\_\_\_\_], has executed the foregoing instrument for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires: \_\_\_\_\_

*[SIGNATURE PAGE  
FORM OF MEMORANDUM OF LEASE]*

B

**RECORDER OF DEEDS**  
**MONTGOMERY COUNTY PENNSYLVANIA**  
*Jeanne Sorg*

One Montgomery Plaza  
Swede and Airy Streets ~ Suite 303  
P.O. Box 311 ~ Norristown, PA 19404  
Office: (610) 278-3289 ~ Fax (610) 278-3869

**I hereby certify that the following is a true and correct  
copy of the original document  
recorded in Montgomery County, PA**



*Jeanne Sorg*  
\_\_\_\_\_  
Jeanne Sorg, Recorder of Deeds



007495

STATE TAX  
AFFIDAVIT  
FILED

REALTY TRANS. TAX PAID	
STATE	2800.00
LOCAL	2800.00
PER	<i>[Signature]</i>

1.50  
13.00  
13.00  
5.00  
2.00  
2.00

## THIS INDENTURE,

Made the 22 day of MARCH in the year of our Lord, Two  
Thousand and Two (2002)

BETWEEN **Woodlea Realty Associates Limited – No. 1, A Pennsylvania limited partnership**, (hereinafter called the Grantor), of the one part,

AND **Young S. Nam and Mi S. Nam, husband and wife**, (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantor, for and in consideration of the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

ALL THAT CERTAIN piece or parcel of ground SITUATE in the Borough of Jenkintown, Montgomery County, Pennsylvania and described according to a certain plan of property made for National Toddle House, Inc., by David Meixner, Registered Surveyor and Engineer dated June 27, 1963 as follows, to wit:

BEGINNING at a point of tangent on the Westerly side of Old York Road (60 feet wide Borough ordinance 68' said point being at the distance of 15.00 feet measured on the arc of a circle curving to the right having a radius of 10.00 feet from a point of curve on the Southerly side of Harper Avenue (36 feet wide); THENCE extending forms aid point of beginning South 3 degrees 37 minutes East along the Westerly side of Old York Road 50.69 feet to a drill hole and angle; THENCE extending South 24 degrees 09 minutes West along the Northwestern side of Old York Road (of irregular width) 35.69 feet to a point a corner of other lands now or late of Humble Oil Company; THENCE extending North 66 degrees 22 minutes West along the aforesaid of the lands of Humble Oil Company 125.00 feet to an iron pin on the Easterly side of a certain 15 feet wide alley; THENCE extending North 00 degrees 27 minutes East along the Easterly side of the aforesaid 15 feet wide alley 35.32 feet to a point of curve on the same THENCE extending on the arc of a circle curving to the right having a radius of 8.00 feet, the arc distance of 12.57 feet to a drill hole, a point of tangent on the Southerly side of Harper Avenue aforesaid; THENCE extending South 89 degrees 33 minutes East along the Southerly side of Harper Avenue 107.69 feet to a point of curve on the same; THENCE extending on the arc of a circle curving to the right having a radius of 10.00 feet the arc distance of 15.00 feet to the first mentioned point of tangent and place of beginning.

BEING Parcel Number 10-00-05392-00-7

Under and subject to restrictions of record.

005402PG2486

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
10-00-05392-00-7 JENKINTOWN  
103 YORK RD  
WOODLEA REALTY ASSOCIATES LTD NO 1  
B 024 U 038 L 4282 DATE: 04/03/02

02 APR 10 PM 12:26





Being the same premises which DH Restaurants, Inc., a Delaware Corporation by Deed dated 3-20-1990 and recorded 4-3-1990 in Montgomery County in Deed Book 4942 Page 750 conveyed unto Woodlea Realty Associates-No 1. a Pennsylvania limited partnership, in fee.

ALSO Being the same premises which Diversified Hospitality Group, Inc., a Delaware corporation by Deed dated 3-20-1990 and recorded 4-3-1990 in Montgomery County in Deed Book 4942 Page 758 conveyed unto Woodlea Realty Associates-No 1. a Pennsylvania limited partnership, in fee.

**TOGETHER** with all and singular the buildings, improvements, buildings, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever, of the 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, messuage or tenement hereditament and premises hereby granted and released, or mentioned and intended so to be, with appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

**AND** the said Grantor, its successors in interest, does covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that, it the said Grantor, its successors in interest, the hereditaments and premises hereby granted or mentioned and intended unto the said Grantor and its successors in interest, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under it shall and will  
**WARRANT AND FOREVER DEFEND**

**IN WITNESS WHEREOF**, the said Corporation has caused these presents to be executed and its common or corporate seal affixed hereto the day and year first above written.

**SIGNED SEALED AND DELIVERED**

**WOODLEA REALTY ASSOCIATES LIMITED -NO. 1**

  
Arthur Rosenberg

**IN THE PRESENCE OF:**

  
**CORPORATE SEAL**

**005402PG2487**

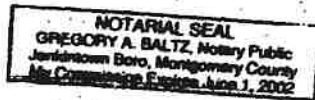


COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this, the 22 day of MARCH 2002, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Arthur Rosenberg, who acknowledged himself to be the President of Woodlea Realty Associates, Partner No. 1 and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*[Signature]*  
Notary Public

I HEREBY CERTIFY that the precise address of the Grantee herein is:

PREMISES:

3279 PEEBLEWOOD LANE  
DRESHER, PA 19025



*Margaret Beckenbach*

#7495	
JENKINTOWN BORO	2800.00
STATE STAMP	2800.00
TOTAL	5600.00
CHECK	2800.00
CHECK	2800.00
ITEM 2	
04-10-02 WED #1	CASH-10 2553 12:24TH

5402PG2488



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
DEPT. 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	2800.00
Book/Number	5408
Page/Number	0480
Date Recorded	4/10/02

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. GRANTOR(S) - All required pay be recorded to the following parties		
NAME	TELEPHONE NUMBER	
<b>Pinnacle Abstract, LLP</b>	AREA CODE <b>(215) 230-3617</b>	
STREET ADDRESS	CITY	
<b>21 South Clinton Street</b>	<b>Doylestown</b>	
STATE	ZIP CODE	
<b>PA</b>	<b>18901</b>	
DATE OF ACCEPTANCE OF DOCUMENT		
GRANTOR(S)/LESSOR(S)	GRANTEE(S)/LESSEE(S)	
<b>Woodlea Realty Associates Limited - No. 1</b>	<b>Young S. Nam and Mi S. Nam</b>	
STREET ADDRESS	STREET ADDRESS	
<b>610 Old York Road</b>	<b>3279 Peeblewood Lane</b>	
CITY	CITY	
<b>Jenkintown</b>	<b>Dresher</b>	
STATE	STATE	
<b>PA</b>	<b>PA</b>	
ZIP CODE	ZIP CODE	
<b>19046</b>	<b>19025</b>	
B. PROPERTY LOCATION		
STREET ADDRESS	CITY, TOWNSHIP, BOROUGH	
<b>103 Old York Road</b>	<b>Jenkintown</b>	
COUNTY	SCHOOL DISTRICT	
<b>Montgomery</b>	<b>Jenkintown</b>	
TAX PARCEL NUMBER		
<b>10-00-05392-00-7</b>		
C. VALUATION DATA		
1. ACTUAL CASH CONSIDERATION	2. OTHER CONSIDERATION	3. TOTAL CONSIDERATION
<b>\$280,000.00</b>	<b>+ \$0.00</b>	<b>= \$280,000.00</b>
4. COUNTY ASSESSED VALUE	5. COMMON LEVEL RATIO FACTOR	6. FAIR MARKET VALUE
<b>\$159,860.00</b>	<b>x 1.12</b>	<b>= 179,043.20</b>
D. EXEMPTION DATA		
1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED	
<b>0%</b>	<b>100%</b>	

**2. Check Appropriate Box Below for Exemption Claimed**

- ☐ Will or intestate succession (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw trust agreement.)
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY	DATE
<i>Michelle Roseff</i>	3/22/02

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



C

**PROPOSED CURATIVE AMENDMENT**

**AN ORDINANCE AMENDING THE CODE OF JENKINTOWN BOROUGH,  
MONTGOMERY COUNTY, CHAPTER 181-141, OFF-SITE OUTDOOR  
ADVERTISING SIGNS**

*WHEREAS*, § 181-141 of the Jenkintown Borough Code has been challenged by a resident with standing as improperly benefiting a single parcel;

*WHEREAS*, § 181-141 has been deemed unconstitutional following a hearing by the Jenkintown Borough Council;

*BE IT ENACTED AND ORDAINED*, by the Council of the Borough of Jenkintown Montgomery County, Commonwealth of Pennsylvania, that Chapter 181-141 of the Jenkintown Borough Code is hereby amended as follows:

**SECTION I.** The provision on Section 181-141.B prohibiting off-premises advertising signs to be closer than 1,000 feet from another off-premises advertising sign shall be deleted;

**SECTION II.** The provision of Section 181-141.B prohibit off-premises advertising signs to be closer than 500 feet from a residential zoning district within the Borough shall be deleted; and

**SECTION III.** The provision of Section 181-141.B setting the minimum lot size for a property on which an off-premises advertising sign may be located as 10,000 shall be deleted.

**SECTION IV.** If any part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining parts of this ordinance which shall continue to be fully operative as if the unconstitutional, illegal or invalid part had not been enacted.

**SECTION V.** Any and all provisions of any other ordinance which are inconsistent with the provisions of this ordinance are hereby repealed.

**SECTION VI.** This ordinance shall be effective thirty-one (31) days from the date of enactment hereof.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2022 by the  
Borough Council of Jenkintown Borough.

**BOROUGH COUNCIL OF  
JENKINTOWN BOROUGH**

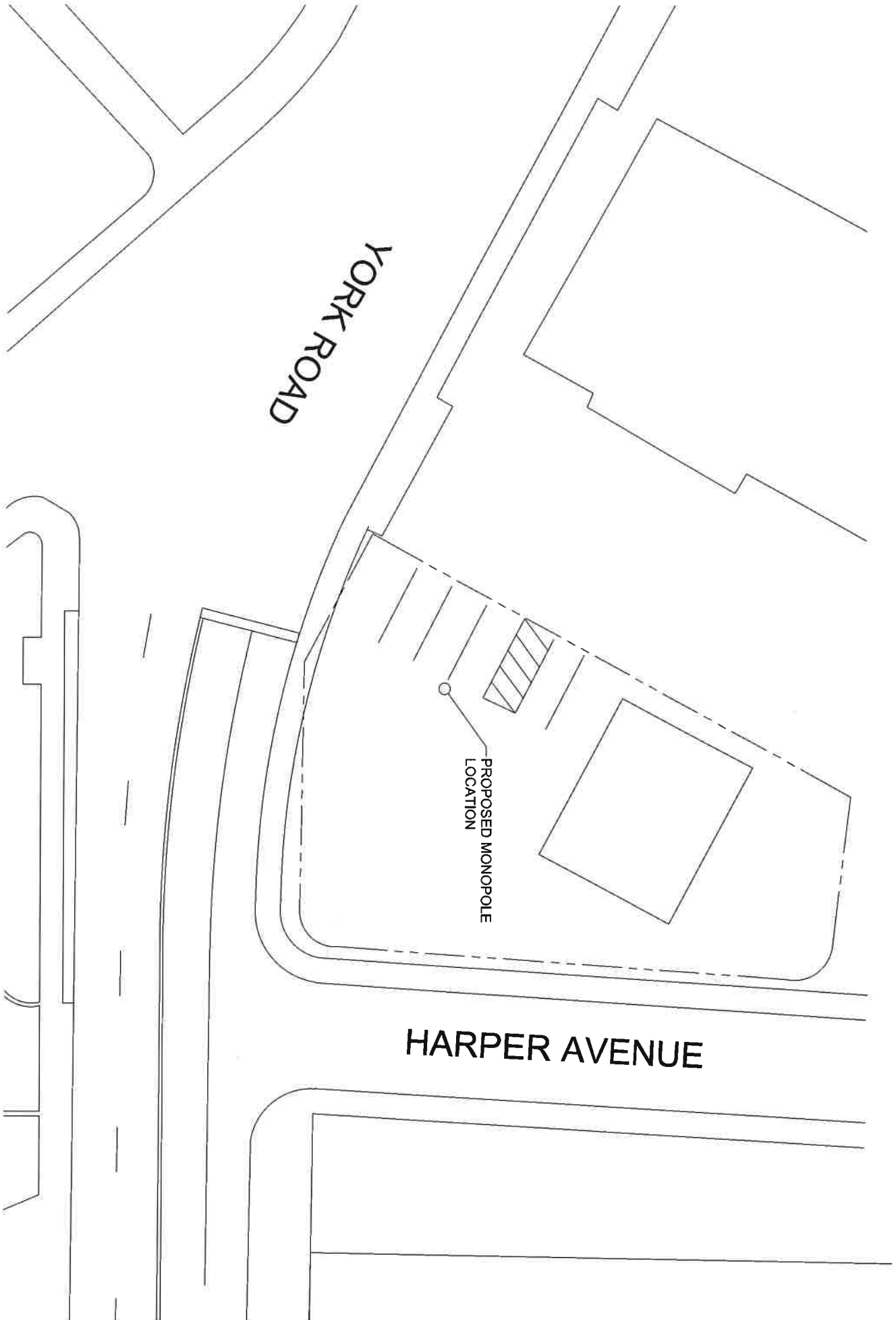
[Seal]

D

YORK ROAD

PROPOSED MONOPOLE  
LOCATION

HARPER AVENUE







YORK ROAD

PROPOSED MONOPOLE  
LOCATION

HARPER AVENUE

