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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 111 L Jenkintown LH, LLC*

Dear Mr. Locke,

This firm represents the interests of 111 L Jenkintown LH, LLC, ("**JLH**") which is the lessor of certain real property located at 111 York Road, Jenkintown Borough, Montgomery County, Pennsylvania.

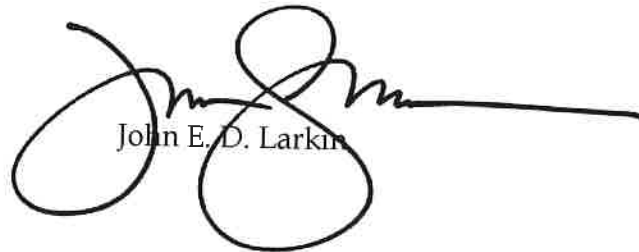
JLH is desirous of erecting a monopole billboard at the Property, but is barred from doing so by your Zoning Ordinance, § 181-141. It is respectfully submitted that your Ordinance is unconstitutional with respect to billboard uses, and as a result JLH is filing a substantive validity challenge thereto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

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Attorneys for 111 L Jenkintown LH, LLC

IN RE: CURATIVE AMENDMENT
PETITION OF
111 L JENKINTOWN LH, LLC

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

Petition No. _____

PETITION FOR CURATIVE AMENDMENT

111 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 111 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 Neighborhood Commercial Residential Zoning District, is 20,825 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 in the Gateway Commercial Zoning District;
- b. The Property is not 1,000 feet from another off-premises advertising sign;
- c. The Property is not 500 feet from a residential zoning district; and

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 a Zoning District that is 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.

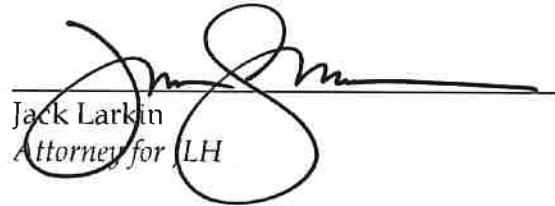
WHEREFORE, based on the foregoing, JLH respectfully requests that this Council:

(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
111 L Jenkintown LH, LLC
and
LOIS ZISHOLTZ

This **DISPLAY LEASE AGREEMENT** ("Lease") is made effective this 15th day of March, 2022 ("Effective Date"), and entered into by and between Lois Zisholtz ("Lessor") and 111 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: 10-05396003 located at 111 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 earlier of: i) the first day of the month following the date the Displays are fully operational; and ii) One Hundred Twenty (120) days following the first day of a calendar month following Lessee's receipt of all Approvals, and its provision of notice to Lessor of such receipt.
- (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 [REDACTED] unless extended or terminated early in accordance with the terms of this Lease.

(b) At the option of Lessee, the Term may be extended [REDACTED] (the **"Extension"**), exercisable upon Lessee providing Lessor notice at least [REDACTED] 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 [REDACTED] after the Effective Date to obtain all Approvals (hereinafter referred to as the "**Approval Period**"). [REDACTED]

[REDACTED] 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.

(d) Notwithstanding anything to the contrary herein, Lessee shall indemnify and hold Lessor harmless from any claims or legal expenses from a third party, including but not limited to the Borough of Jenkintown, related to the Approvals.

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 [REDACTED] 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 (5th) day of each month and shall be

paid to Lessor at its address set forth in Section 17. The Rent shall be increased by [REDACTED]

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:
Lois Zisholtz



Lessee:
111 York L Jenkintown LH, LLC
3400 West Chester Pike
Newtown Square, PA
Attention: Vice President Real

18. **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.

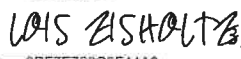
(g) [Lessor hereby agrees that from and after the Effective Date through the expiration of the term of this Lease, Lessor shall not solicit offers, enter into or continue negotiations, contract to sell or otherwise market or offer to see all or any portion of the Premises to any person or entity other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

Lois Zisholtz

DocuSigned by:
 3/15/2022
By: 9DF7E768C6E44A0
Name: LOIS ZISHOLTZ

LESSEE:

111 L Jenkintown LH, LLC


DocuSigned by:
 3/15/2022
By: 0E82802F888D407
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 outlined in yellow 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.

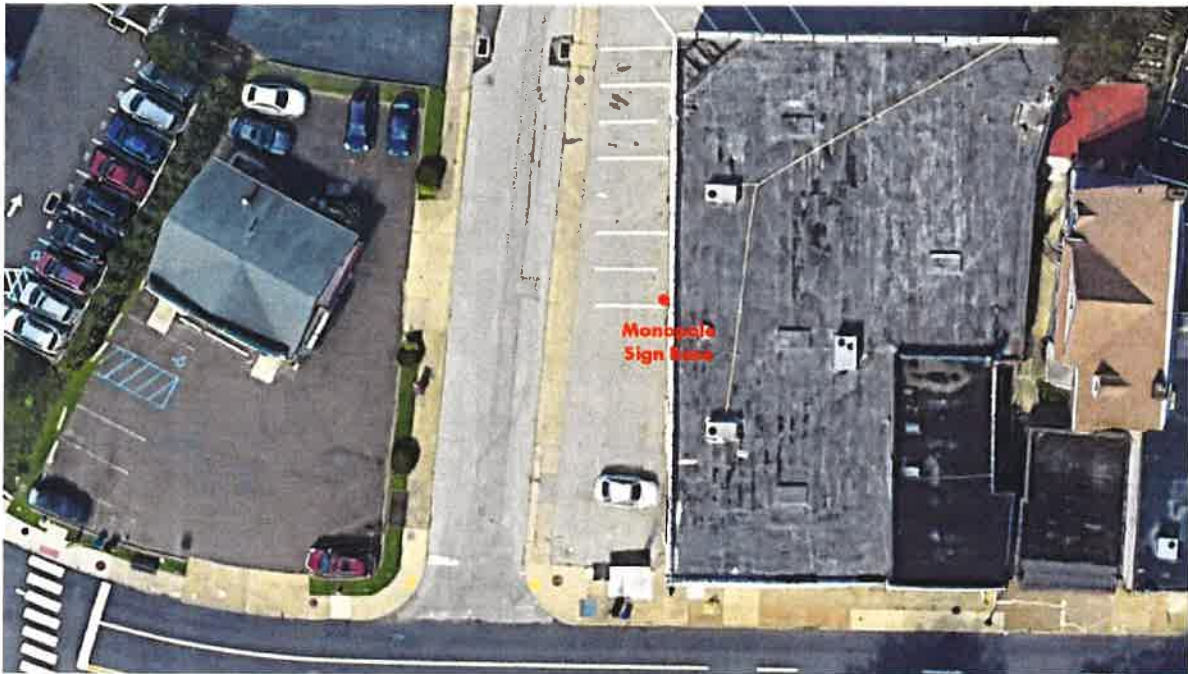


Exhibit “B-1”

Property Site Plan/Legal Description

[TO BE PREPARED AND INSERTED FOLLOWING THE EFFECTIVE DATE]

Exhibit "C"

Form Memorandum of Lease

Address: _____, _____ Pennsylvania _____
Tax ID: _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**"), dated this ____ day of _____, 2021 (the "**Effective Date**"), by and between Lois Zisholtz ("**Lessor**"), and 111 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:

111 L Jenkintown LH, LLC

By: _____

Name: _____

Title: _____

[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

LESSEE:

111 L Jenkintown LH, 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]*

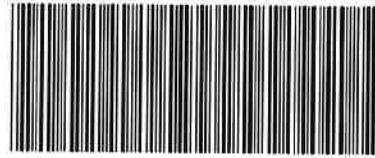
B



RECORDER OF DEEDS
MONTGOMERY COUNTY
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

DEED BK 6258 PG 02454 to 02465
INSTRUMENT # : 2021139411
RECORDED DATE: 12/16/2021 08:55:25 AM



6035948-0022W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 12

Document Type: Deed Miscellaneous
Document Date: 10/27/2021
Reference Info:

Transaction #: 6468952 - 3 Doc(s)
Document Page Count: 11
Operator Id: plai

RETURN TO: (Simplifile)
My Title Pro
100 Brandywine Blvd Fl 1
Newtown, PA 18940-4002
(800) 275-6879

PAID BY:
MY TITLE PRO

*** PROPERTY DATA:**

Parcel ID #: 10-00-05396-00-3
Address: 111 YORK RD
PA
Municipality: Jenkintown Borough (100%)
School District: Jenkintown

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$73.75
Additional Pages Fee \$14.00
Total: \$87.75

DEED BK 6258 PG 02454 to 02465
Recorded Date: 12/16/2021 08:55:25 AM

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office in
Montgomery County, Pennsylvania.



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION**

Digitally signed 02/28/2022 by montgomery.county.rod@kofile.com

Certified and Digitally Signed

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 2021139411 (page 1 of 12)
Montgomery County Recorder of Deeds



Parcel Identification Number:

10-00-05396-00-3

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

10-00-05396-00-3 JENKINTOWN BOROUGH

111 YORK RD

ZISHOLTZ LOIS

B 024 L U 002 4100 11/18/2021

\$15.00

JG

RECORDATION REQUESTED BY:

Apex Mortgage Corp., Corporate
Office, 1 Walnut Grove Drive, Suite
300, Horsham, PA 19044

WHEN RECORDED MAIL TO:

Apex Mortgage Corp., Corporate
Office, 1 Walnut Grove Drive, Suite
300, Horsham, PA 19044

SEND TAX NOTICES TO:

Apex Mortgage Corp., Corporate
Office, 1 Walnut Grove Drive, Suite
300, Horsham, PA 19044

FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated October 27, 2021, is made and executed between Lois Zisholtz (referred to below as "Grantor") and Apex Mortgage Corp., whose address is 1 Walnut Grove Drive, Suite 300, Horsham, PA 19044 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Montgomery County, Commonwealth of Pennsylvania:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 109-111 Old York Road, Jenkintown, PA 19046. The Real Property parcel identification number is 10-00-05396-00-3.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and



**ASSIGNMENT OF RENTS
(Continued)**

Page 2

operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the Commonwealth of Pennsylvania and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of



**ASSIGNMENT OF RENTS
(Continued)**

Page 3

Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.



**ASSIGNMENT OF RENTS
(Continued)**

Page 4

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default In Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at



**ASSIGNMENT OF RENTS
(Continued)**

Page 5

any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums



**ASSIGNMENT OF RENTS
(Continued)**

Page 6

provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the Commonwealth of Pennsylvania.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Montgomery County, Commonwealth of Pennsylvania.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually



**ASSIGNMENT OF RENTS
(Continued)**

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delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Exercise of Authorization and Powers. The various authorizations and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender. It is understood and agreed that any exercise of this authorization by Lender shall be on behalf of Lender and not on behalf of Grantor. Lender is not an agent or fiduciary of Grantor. However, in exercising the authorization granted hereby, Lender shall exercise reasonable caution and prudence and Lender shall keep full and accurate record of all actions, receipts and disbursements.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successor Interests. The terms of this Assignment shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:



**ASSIGNMENT OF RENTS
(Continued)**

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Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Lois Zisholtz.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Lois Zisholtz.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Apex Mortgage Corp., its successors and assigns.

Note. The word "Note" means the promissory note dated October 27, 2021, in the original principal amount of \$650,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.



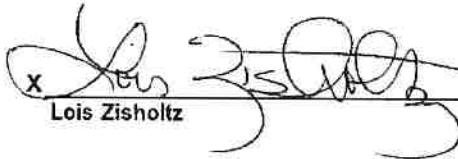
**ASSIGNMENT OF RENTS
(Continued)**

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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON OCTOBER 27, 2021.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

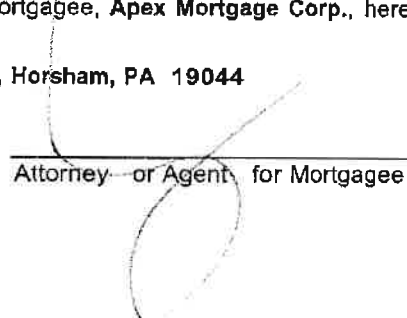
GRANTOR:

X  (Seal)
Lois Zisholtz

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, **Apex Mortgage Corp.**, herein is as follows:

Corporate Office, 1 Walnut Grove Drive, Suite 300, Horsham, PA 19044



Attorney or Agent for Mortgagee



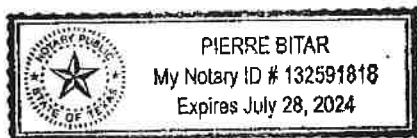
ASSIGNMENT OF RENTS
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF TX)
COUNTY OF Collin) SS

This record was acknowledged before me on 10 / 27 / 2021 by
Lois Zisholtz.



Signature of Notarial Officer

Notary Public in and for the State of TXMy commission expires 7/28/2024

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- PA F:\APPS\LASERPRO\CF\NLPL\G14.FC TR-1188 PR-3



File No. CKA22495

EXHIBIT A

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Borough of Jenkintown, County of Montgomery, State of Pennsylvania, bounded and described according to a Survey and Plan thereof made by George B Mebus, Registered Engineer, Glenside, Pennsylvania, October 30, 1940, as follows to wit:

BEGINNING at the radius corner at the Northwesterly corner of Harper Avenue (36 feet wide) and York Road (60 feet wide); thence along the Northerly side of Harper Avenue North 89 degrees 33 minutes West 177.21 to a point, thence extending North 0 degrees 27 minutes East 73.49 feet to a point, thence extending North 13 degrees 44 minutes 43 seconds East 49.79 feet to a point; thence extending South 78 degrees 24 minutes East 70.25 feet to a point, thence extending South 89 degrees 32 minutes 30 seconds East 99.87 feet to a point on the Westerly side of York Road, thence along the same South 03 degrees 37 minutes East 97.9 feet to a point of curve; thence along a line curving to the right with a radius of 10 feet, the arc distance of 16.42 feet to the first mentioned point and place of beginning.

PARCEL NO. 10-00-05396-00-3

BEING the same premises which Alfred J. White and Ruth C. White, his wife, by Deed dated 08/10/1983, and recorded 08/11/1983 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4714, Page 1478, granted and conveyed unto Telford Industrial Development Authority.

AND ALSO BEING the same premises which Telford Industrial Development Authority and Lois Zisholtz, by Deed dated 12/27/2004 and recorded 02/02/2005 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5542, Page 1252, granted and conveyed unto Lois Zisholtz.



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 of Section 181-141 restricting off-premises advertising signs to the Gateway Commercial District is amended to include the Neighborhood Commercial Residential District;

SECTION II. The provision of 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 III. 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 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.

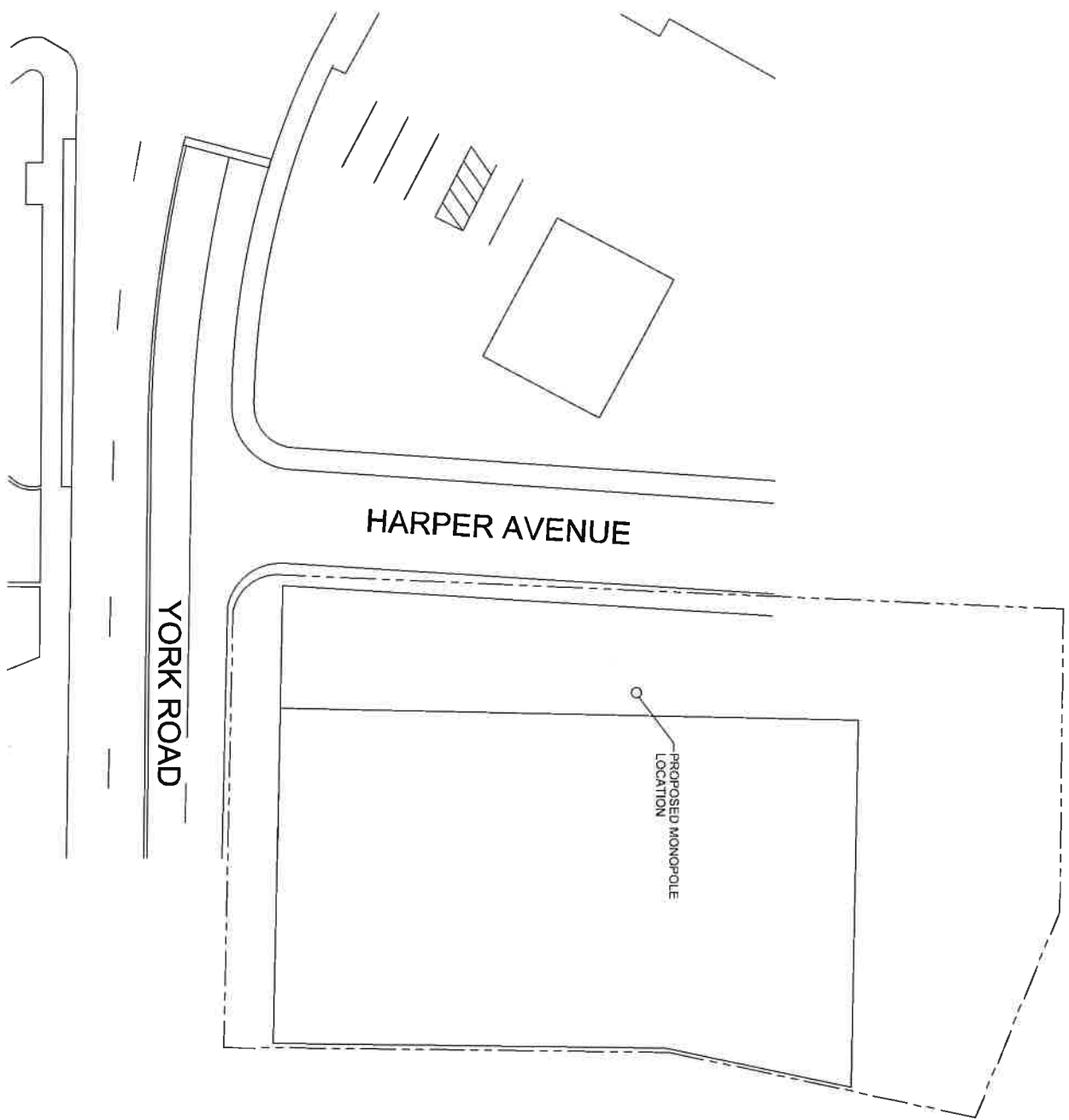
SECTION VI. This ordinance shall be effective thirty-one (31) days from the date of enactment hereof.

ENACTED AND ORDAINED this ____ day of _____, 2022 by the
Borough Council of Jenkintown Borough.

**BOROUGH COUNCIL OF
JENKINTOWN BOROUGH**

[Seal]

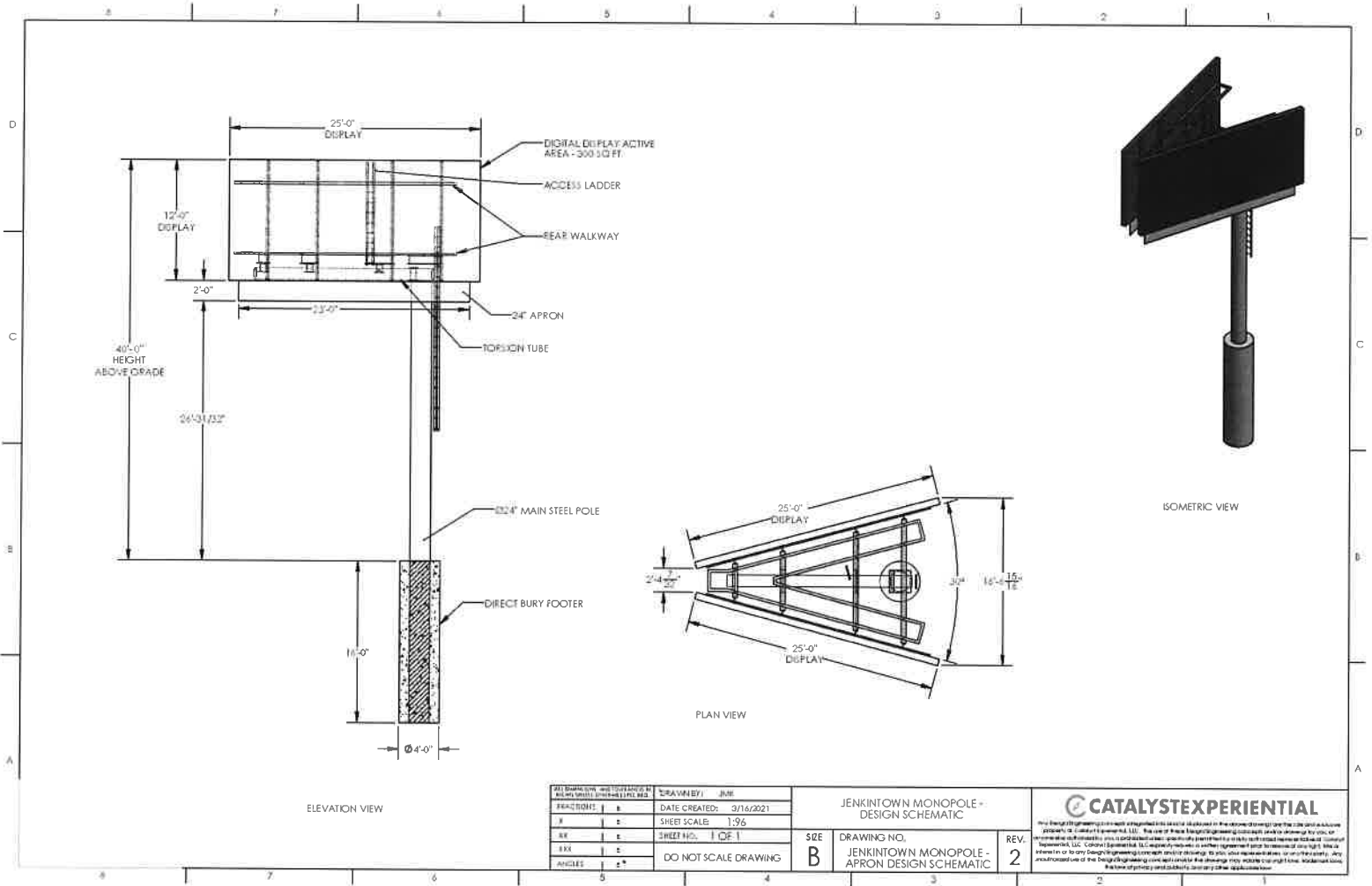
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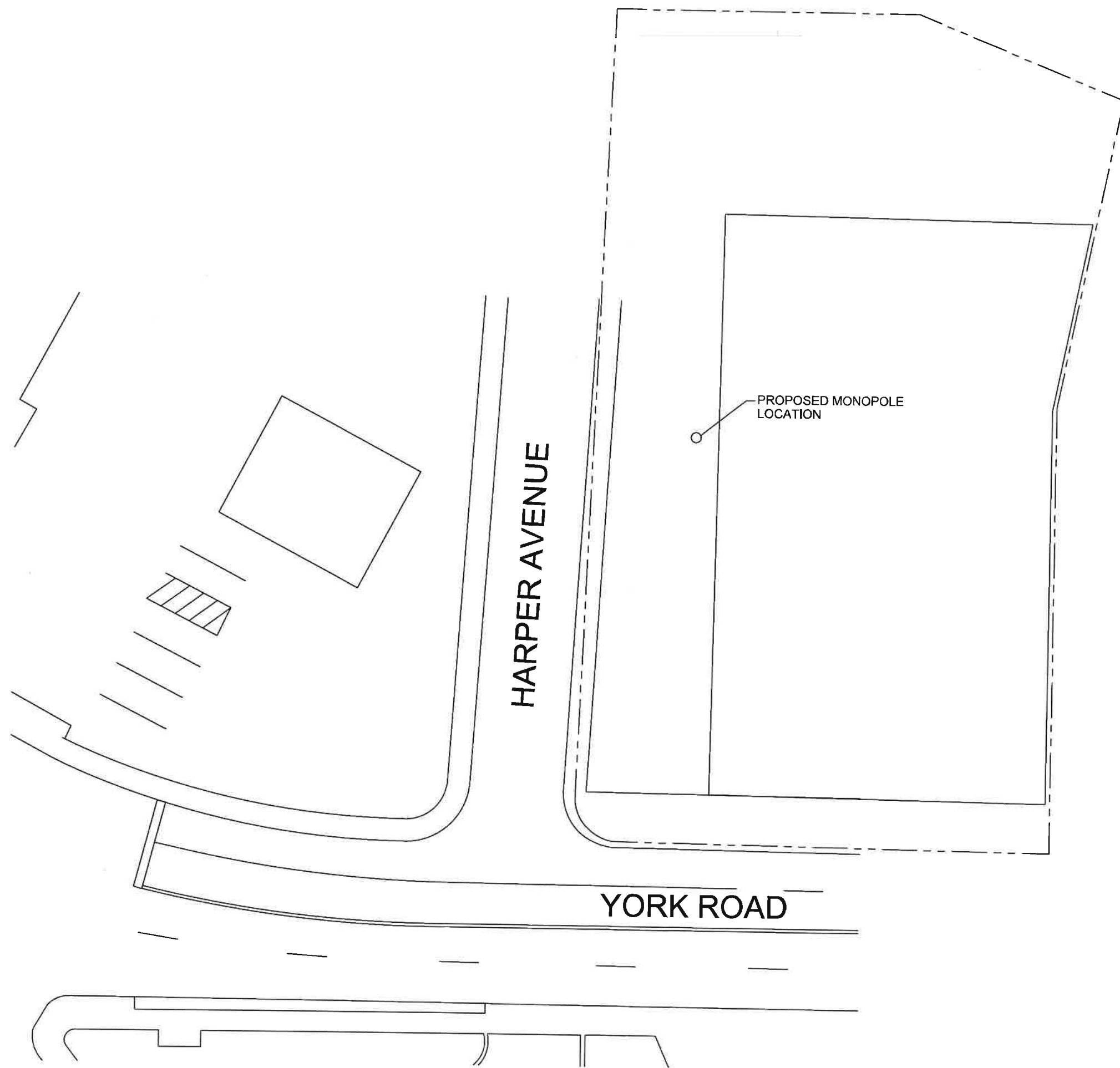


HARPER AVENUE

YORK ROAD

PROPOSED MONOPOLE
LOCATION

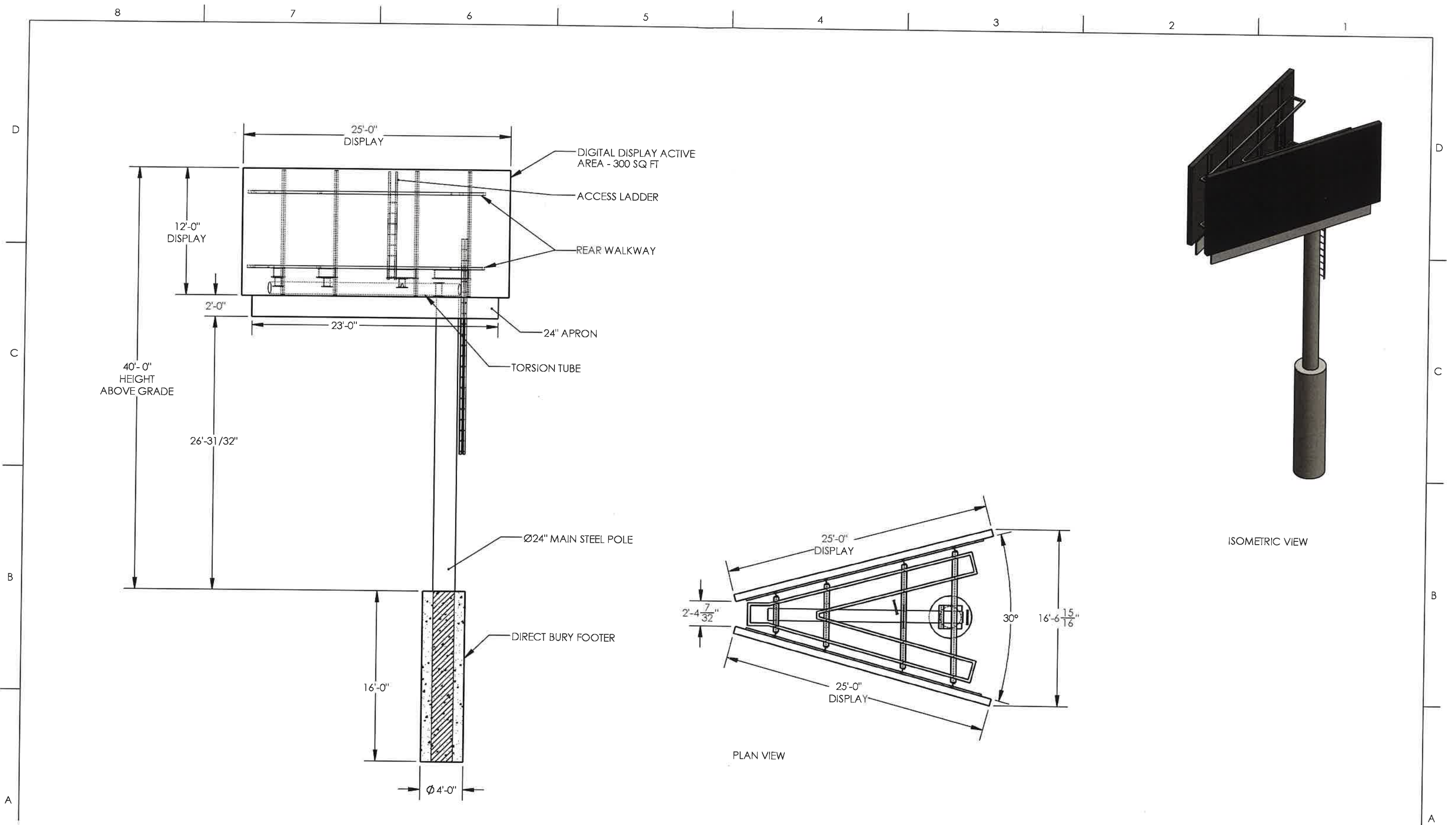




HARPER AVENUE

PROPOSED MONOPOLE
LOCATION

YORK ROAD




ELEVATION VIEW

PLAN VIEW

ISOMETRIC VIEW

ALL DIMENSIONS AND TOLERANCES IN INCHES UNLESS OTHERWISE SPECIFIED.		DRAWN BY: JMK	JENKINTOWN MONOPOLE - DESIGN SCHEMATIC		
FRACTIONS	±	DATE CREATED: 3/16/2021			
.X	±	SHEET SCALE: 1:96	SIZE B	DRAWING NO. JENKINTOWN MONOPOLE - APRON DESIGN SCHEMATIC	REV. 2
.XX	±	SHEET NO. 1 OF 1			
.XXX	±	DO NOT SCALE DRAWING			
ANGLES	± °				



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