

A-1

Zoning Hearing Board Application
 Abington Township, PA
 1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



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

The Undersigned herein makes application for:

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

1. Name and address of the owner of the land: Phone number:
 J Bonze LLC 267-716-7637
 David Nabit
 397 Stewart Ave.
 Jenkintown, PA 19046

2. Name and address of the applicant: Phone number:
 The Doylestown Building Group LLC 215-703-7561
 David Sultanik
 6385 Saw Mill Rd
 Pipersville, PA 18947

3. Name and address of the attorney: Phone number:

4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.
 Example: equitable owner, agent, lessee, etc.
 Equitable Owner

5. Description of the property:
 Address/location 397 Stewart Ave., Jenkintown PA 19046
 Present use Being refurbished to continue lawful pre-existing restaurant use.
 Proposed improvement Request zoning change to zoning use H-1, Apartment/Multiplex Unit

Zoning Hearing Board Application

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6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:
The property is located within the SI (Suburban Industrial) zoning district and we are requesting it be zoned for use H-1, Apartment Building/Multiplex Unit so that we may convert the building into a 3 unit apartment. The building sits among other single family and multi-family residential properties and feel this is the best use for this specific property and will have to lowest impact on the neighborhood and neighboring properties.
7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:
We are seeking relief from sections Suburban Industrial sections 502.2 A,B,C, Uses by Right, Uses by Conditional Approval and Uses by Special Exception. The property has been zoned for the lawful use as a deli/restaurant and we are asking to re-zone for the lawful use outlined in section 403, Apartment/Office Districts. We also seek relief for dimensional variance section 502.3, side yard and section 1202.1 H, Application for Appeal, Special Exemption or Variance, Plot Plan, plot plans prepared by registered professional for subject property have already been submitted and recorded at the township.
8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.
The building and current lawful zoning for the subject property poses a significant impact on the surrounding neighborhood of mostly single family residential homes. This lawful use as a restaurant will have a major negative impact on the neighborhood and will make it difficult for the community and the restaurant. We are seeking to revert the zoning back to multi-tenant residential as we are confident this will have a essentially eliminated the negative impact on the neighborhood.
9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.
Application No. 11-01; Decision dated July 12, 2011; Re-established the non-conforming restaurant/catering use.
10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.


Signature of Applicant


Signature of Owner

Internal Validation:

Date Received:

Fee Paid:

Case:

Signature of the Zoning Officer



Wayne C. Luker, President
Steven N. Kline, Vice President
Michael LeFevre, Manager
Jay W. Blumenthal, Treasurer

1176 Old York Road Abington PA 19001-3713 Telephone: 267-536-1000

November 17, 2015

Mr. David Nabit
J Bonzell LLC Property Management
397 Stewart Avenue
Abington, PA 19002

RE: 397 Stewart Avenue Rehabilitation of existing structure - sanitary sewer capacity

Dear Mr. Nabit,

The property located at 397 Stewart Avenue (formerly the Switchville Tavern) was allocated an additional 1 EDU from the credits released by PaDEP in November of 2013. The total allocated sanitary sewer capacity is 2 EDU's at this time. The associated tapping fee for the additional 1 EDU totals \$3,500.00. The peak daily water use for the 2 EDU's equates to 530 gallons per day (gpd) [2 EDU X 265 gpd/EDU]. If in the future the recorded peak daily water use exceeds 530 gpd for 60 days or longer, an additional EDU would be required to be purchased or the total daily flow would need to be reduced below 530 gpd.

In your November 16, 2015 correspondence you stated that the current development plan is to renovate the building to include a total of eight beds (one bed per bedroom). It is estimated that each occupant will use about 60 gpd of water, therefore, the estimated total daily flow would be 480 gpd. The allocated capacity would therefore be sufficient for the proposed use.

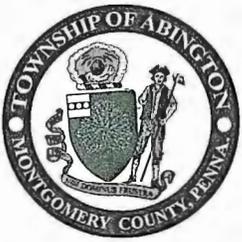
If you have any questions I can be reached at 215-884-8329 or gwrigley@abington.org.

Sincerely,

George R. Wrigley, Director
Abington Wastewater Utilities Department

pc: Mr. Larry Matteo, Director of Code Enforcement
Mr. Mark Penecale, Zoning Officer





Carol T. DiJoseph, President
Peggy Myers, Vice President
Michael LeFevre, Manager
Jay W. Blumenthal, Treasurer

1176 Old York Road, Abington PA 19001-3713, www.abington.org

July 13, 2011

Michael Yanoff, Esq.
101 Greenwood Avenue
Jenkintown, PA 19046

Re: **Application No. 11-01 – Gerald and David Nabit**
1909 Wharton Road, 397 Stewart Avenue and holder to 1903 Wharton

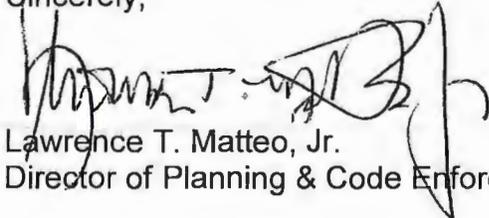
Dear Mr. Yanoff:

At the stated meeting of the Abington Township Zoning Hearing Board, Tuesday, July 12, 2011, your application to reestablish a non-conforming restaurant/catering use at 397 Stewart Avenue was **APPROVED WITH THE FOLLOWING CONDITIONS:**

1. Business can be open no earlier than 7am and close no later than 3 pm.
2. All deliveries, except for bread must be made between the hours of 2 pm and 4 pm.
3. Trash pickup will be done only after 9 am with a minimum of once weekly.
4. Dumpsters must be enclosed pursuant to the Township Codes.
5. No liquor license and no BYOB permitted on the property.
6. Plantings to be implemented to separate Wharton/Stewart Avenue.
7. Must meet all Township approval including loading, handicap parking, and drop-off locations in front of the property.

The properties are zoned in the (SI) Suburban Industrial District in Ward No. 12 of the Township of Abington.

Sincerely,



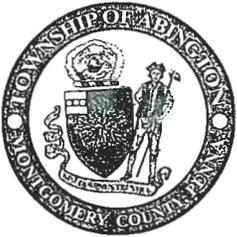
Lawrence T. Matteo, Jr.
Director of Planning & Code Enforcement

Enclosure

c: Commissioner Carol DiJoseph
Zoning Hearing Board
Bruce Eckel, Esq.
Code Enforcement Department

Telephone: 267-536-1000 Fax: 215-884-8271 TTY/TDD: 215-884-2700





Carol T. DiJoseph, President
Peggy Myers, Vice President
Michael LeFevre, Manager
Jay W. Blumenthal, Treasurer

1176 Old York Road, Abington PA 19001-3713, www.abington.org

Mr. David Nabit
J. Bonze, LLC
397 Stewart Avenue
Jenkintown, Pa. 19046

October 17, 2012

Re: Application No. 12-09 – J. Bonze, LLC, located at 397 Stewart Avenue, Jenkintown, Pa. 19046.

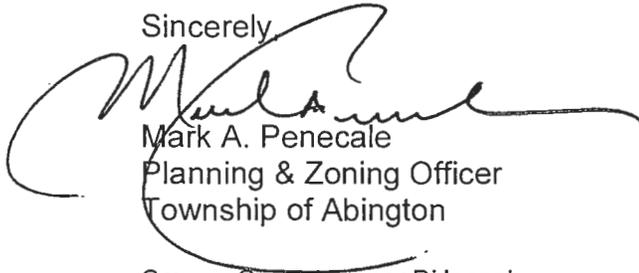
Dear Mr. Nabit,

At the stated meeting of the Zoning Hearing Board of the Township of Abington, Tuesday, October 16, 2012 your application for an amendment to the prior Zoning Hearing Board decision on application #11-01 was **APPROVED** with the following condition.

1. The parking lot improvements must be completed in accordance with plan submitted and testimony.

The property involved in this application is zoned within the (SI) Suburban Industrial District of Ward #12 of the Township of Abington.

Sincerely,



Mark A. Penecale
Planning & Zoning Officer
Township of Abington

Cc: Commissioner DiJoseph
Zoning Hearing Board
Bruce Eckel, Esq.
Richard Berlinger, Esq.
Code Enforcement Department



Telephone: 267-536-1000 Fax: 215-884-8271 TTY/TDD: 215-884-2700



A-4

Easement Agreement

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this 8 day of Septmeber , 2015, by and between FELICE S. NABIT, an individual residing at 1909 Wharton rd, Abington township, Pennsylvania("Nabit") and DAVID NABIT , SOLE MEMBER OF JBONZE.LLC doing business at 397 Stewart ave, Abington township , Pennsylvania ("Jbonze").

WITNESSETH:

WHEREAS, Nabit is the owner of a parcel of ground know as 1909 Wharton Road, Abington township, Pennsylvania, Tax Map I.D. No.30-00-72136-00-5, as more particularly described in the legal description attached hereto and incorporated herein as Exhibit A ("The Nabit Property");and

WHEREAS, jbonze is the owner of a parcel of ground known as 397 Stewart avenue, Abington Township,Pennsylvania, Tax Map I.D. No.30-00-63680-001, as more particularly described in the legal description attached hereto and incorporated herein as Exhibit B ("The Jbonze Property"); and

WHEREAS, "Nabit" has agreed to grant easement across the parking areas owned by "Nabit" for pedestrian and vehicular access to and from such parking areas, and certain other rights of access to such parking areas, subject to terms hereof;

NOW,THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows;

1. **Grant of Easement- Nabit Property.** Nabit, for herself, her heirs, representatives, successors and assigns, hereby grants unto Jbonze, for the benefit of Jbonze and his tenants and their respective employees, licensees, customers, business invitees, heirs, representatives, successors and assigns, in perpetuity unless and until the premises known as 397 Stewart Avenue, Abington Township,Pennsylvania, tax Parcel No. 30-00-63680-001,as more particularly described in the legal description attached hereto as EXHIBIT B, is no longer used for commercial purposes for a continuous period of twenty -four (24) months(the "Easement term")

- AA (a) ~~an~~ exclusive easement for pedestrian access to and from parking spaces shown on EXHIBIT C; and
- (b) ~~an~~ exclusive right to use the parking spaces shown on Exhibit C located on the Nabit Property for the parking purposes in common with Jbonze and its tenants and their respective employees, licensees, customers, business invitees, heirs, representatives, successors and assigns.

2 Maintenance. Jbonze shall, at sole cost and expense maintain the parking areas located on the Nabit Property in good repair, free and clear of snow, ice and debris during this Easement Term.

2. Insurance. Jbonze shall maintain, at sole cost and expense, public liability and property damage insurance in amounts not less than One Million Dollars (\$1,000,000.00) for personal injuries and One Hundred Thousand Dollars (\$100,000.00) for property damage with respect to the Nabit property.
3. Taxes. Jbonze shall pay \$500.00 for property taxes attributable to the parking spaces shown on Exhibit D. Such reimbursement shall be remitted by Jbonze within Twenty (20) days of a receipt of an invoice from Nabit.
4. Access Interruptions. Neither party shall be liable to the other or to the other's tenants or there respective employees, licensees, customers or business invitees for temporary interruption of right of way and easements granted under this Agreement resulting from the necessity of making repairs, renovations or alterations or other causes beyond the control of either party.
5. Covenants to run with Land. The rights of way and easement hereby granted shall be easements and conenants running with the lasnd and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns, including all subsequent fee simple or leasehold title owners of the Nabit Property and all persons claiming by, through or under . Any transferee of fee simple or leasehold title to either such property (or any portion thereof) shall be deemed to have assumed all of the obligations of the Agreements relating thereto, and to have agreed, subject to this Agreement, to execute any and all instruments and do any and all things reasonably required to carry out the intentiuon of this Agreement, provided that in the event of any conveyance or divestiture of fee simple or leasehold title to either such property(or any portion thereof), the grantor thereunder shall be entirely freed and relieved of all obligations of this Agreement. The lien of any subsequent fee simple or leasehold mortgagee of either such property and privileges granted to the parties under this Agreement.
6. Certifications. Each party shall, aty any time and from time to time, within ten (10) days after receipt of a written request from the other party, execute, acknowledge and deliver to the requesting party, a written instrument in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that is in full force and effect as modified and stating the modifications) and stating whether or not, to the best knowledge of the maker of such certificate, the requesting party is in default in the performance

of any covenant, agreement or condition contained in this Agreement, and if so, specify each such default; it being the intention of the parties that any such instrument delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Nabit property, as applicable, or any portion thereof.

7. Further Assurances. Each party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement.
8. No Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to the general public or for the general public or for any public purpose whatsoever; it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.
9. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by written consent of all record owners of the Nabit Property and Jbonze, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the Recorder of Deeds of Montgomery County, Pennsylvania.
10. No Waiver. No waiver of any default of any obligation by either party hereto shall be implied from any omission by the other party to take any action with respect to such default.
11. Severability. Each provision of this Agreement and the application thereof to the Nabit Property and Jbonze are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
12. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
13. Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to other party.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

EXHIBIT C
COMMERCIAL PROERPTY



305-20

Prepared By: Mid Atlantic Regional Abstract, LLC
Return To: 2003 S. Easton Road, Suite 106
Doylestown, PA 18901
267.247.0555

Parcel #30-00-63680-00-1
397 Stewart Avenue

MID214-3059

copy

BLOCK 305 UNIT 20

This Deed, made on May 27, 2010, between,

Brett Kane and Thomas Egitto,

hereinafter called the Grantors, of the one part, and

Gerald Nabit,

hereinafter called the Grantee, of the other part,

Witnesseth, that in consideration of **Seventy Five Thousand dollars & no cents, (\$75,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, his heirs and assigns,

ALL THAT CERTAIN lot or piece of ground SITUATE in Abington Township, Montgomery County and State of Pennsylvania, bounded and described according to a survey thereof made by William T. Muldrew, Civil Engineer April 30, 1924 as follows to wit:

BEGINNING at a point on the Southeasterly side of Stewart Avenue (45 feet wide) at the distance of 317.14 feet Southwardly from the Southwesterly side of Jenkintown Road (33 feet wide) it being also in line of land now or late of Ralph Razzi; thence extending along said land of the said Ralph Razzi, South 40 degrees 44 minutes East 179.60 feet to a point in line of land now or late of North Pennsylvania Railroad; thence extending along said land South 45 degrees 48 minutes West 21.32 feet to a stone in line of land now or late of Joseph Hager; thence extending along said land North 46 degrees 38 minutes West 181.85 feet to the point in the Southeasterly side of Stewart Avenue aforesaid; thence extending along said side of Stewart Avenue North 49 degrees, 16 minutes East 40.00 feet to the place of beginning.

BEING PARCEL NO.: 30-00-63680-00-1.

LOCATION of Property: 397 Stewart Avenue, Jenkintown, PA 19046.

BEING the same premises which John P. Durante, Sheriff of the County of Montgomery by Indenture dated 12/02/2005, and recorded in the Office for the Recording of Deeds, in and for the County of Montgomery, aforesaid, in Deed Book 5589 page 2343, granted and conveyed unto Brett Kane and Thomas Egitto, in fee.



And the said Grantors do hereby covenant to and with the said Grantee that they, the said Grantors, their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/them or any of them.

In witness whereof, the said Grantors have caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Mary Ann Suder

[Signature] Seal

Brett Kane
[Signature] Seal

Thomas Egitto

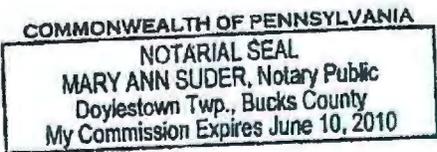
Seal

Seal

State of Pennsylvania
County of Bucks

On May 27, 2010, before me, the undersigned officer, personally appeared Brett Kane and Thomas Egitto, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Mary Ann Suder

Notary Public

DEED

File No. MID214-3059

Grantor: Brett Kane and Thomas Egitto

Grantee: Gerald Nabit

I certify the address of the Grantee to be, and mail tax bill to: ~~397 Stewart Avenue, Jenkintown, Pennsylvania 19046~~

2200 Ben Franklin Pkwy 5908, Phila PA 19130

Premises: 397 Stewart Avenue, Abington Township, Montgomery County, Pennsylvania

Mary Ann Suder

REGISTERED
ABINGTON TOWNSHIP
DATE *6/15/10* BY *ME*
MICHAEL E. POWER
TOWNSHIP ENGINEER



EXHIBIT A
NABIT PROPERTY



EXHIBIT C

NABIT LEGAL DESCRIPTION AS SET FORTH IN DEED

ALL THAT CERTAIN message or tenement and lot or piece of ground, Situate in Abington Township, County of Montgomery and State of Pennsylvania, bounded and described as follows:

BEGINNING at a corner on the Northeastly side of Wharton Street (formerly Oak Street) (47 feet wide) at the distance of 60 feet Westwardly from the Northwestly side of Stewart Avenue (40 feet wide); thence extending along said side of Wharton Street (formerly Oak Street) North 46° 2' West 60 feet; thence extending Northeastwardly of that width between parallel lines at right angles to said Wharton Street (formerly Oak Street) 130 feet to land of Fitz-threy Hennessy and others.

CONTAINING 0.2 acres more or less.

BEING known as 1909-11 Wharton Road.

BEING Assessment Parcel No. 39-09-72134-00-5

BEING the same premises which BARBARA A. MCNEAV, by Deed dated 7/1/1973 and recorded on 7/10/1973 to the Office of the Recorder of Montgomery County in Deed Book 4321, page 209 granted and conveyed unto GERALD M. NABIT AND MARLYNE NABIT, HIS WIFE, proctors herin, in fee.

MONTGOMERY COUNTY COMPLETION OF SERVICE
78-09-72134-00-5 ABINGTON
1999 UNRECORDED
DEED GERALD M. NABIT
B 209 P 209 2 1111 DATE: 02/13/07

01 APR 17 AM 10 10

REALTY TRANS. TAX PAID
STATE
LOCAL
DATE

ACCOMMODATION RESOURCES
NOT BROUDED

085356PG1538

P: 02/09

FAX NO. 215 643 5680

JUL-28-2003 MON 05:00 PM COMMONWEALTH AGENCY

EXHIBIT D
PARKING AREA - NABIT PROPERTY



IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

Witness:



Felice Sheryl Nabit

Witness



David Craig Nabit
JBonze, LLC.

All Purpose Acknowledgement

State of Pennsylvania

County of Montgomery

On September 8th 2015, before me, Darlene M McCullough,
(date) (notary)

personally appeared, David Craig Nabit & Felice Sheryl Nabit,
(signers)

personally known to me

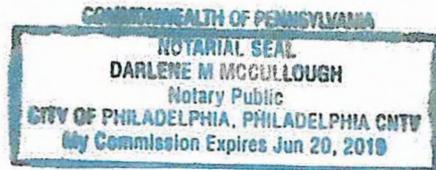
-- OR --

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her /their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Darlene M McCullough
(notary signature)

My Commission Expires: 6/20/19



OPTIONAL INFORMATION:

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

(Check One)

Individual__

Corporation Officer__

title(s)

Partner(s)__

Attorney-In-Fact__

Trustee(s)__

Guardian/Conservator__

Other: _____

SIGNER IS REPRESENTING:

Name of Person(s) OR Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Other
Right Thumbprint
of Signer
(if required)