



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

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Warrington, PA 18976  
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ROBERT W. GUNDLACH, JR.  
Direct No: 215.918.3636  
Email: RGundlach@FoxRothschild.com

**RECEIVED**

JUL 30 2019

Building & Planning Dept.

July 30, 2019

**VIA HAND DELIVERY**

Michael Wylie, Zoning Officer  
Lower Merion Township  
Department of Building and Planning  
75 E. Lancaster Avenue  
Ardmore, PA 19003-2376

**Re: Application to Lower Merion Township Zoning Hearing Board – Railroad Avenue Property**

Dear Mr. Wylie:

I have been engaged to represent 766 W. Railroad Outdoor, LLC (the “Applicant”) in connection with an application that the Applicant desires to file to install and maintain a billboard sign on certain property on the south side of West Railroad Avenue in Lower Merion Township. This letter shall constitute an application to the Lower Merion Township Zoning Hearing Board (the “ZHB”) in accordance with Rule No. 7 of the ZHB’s Rules. In this regard, enclosed please find the following:

1. An original and five copies this letter and an Application Addendum; which has been executed by the Applicant.
2. Check from the Applicant, payable to Lower Merion Township, in the amount of \$2,950; representing the filing fee in the amount of \$1,750 and the review fee escrow deposit in the amount of \$1,200.

Please process this application and schedule the hearing before the ZHB in accordance with the requirements of the Municipalities Planning Code.

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota  
Nevada New Jersey New York North Carolina Pennsylvania South Carolina Texas Washington



Fox Rothschild LLP  
ATTORNEYS AT LAW

July 30, 2019

Page 2

Should you have any questions with this submission, or need any additional materials, please advise.

Sincerely,

Robert W. Gundlach

CC: Ari Christakis, Lower Merion Outdoor, LLC  
Jessica L. Rice, Fox Rothschild

**APPLICATION ADDENDUM TO THE  
LOWER MERION TOWNSHIP ZONING HEARING BOARD  
VALIDITY CHALLENGE**

I. Applicant, Property and Ownership.

A. Applicant.

1. The applicant for this Application to the Lower Merion Township Zoning Hearing Board (the "Board") is 766 W. Railroad Outdoor, LLC (the "Applicant").

2. The contact information for the Applicant is c/o Timothy F. Earle, P.O. Box 1421, Malvern, PA 19355; 610-975-9390 (phone), tim@catalystoutdoor.com (email).

3. Legal counsel for the Applicant is Robert W. Gundlach, Jr., Esquire, Fox Rothschild, LLP, 2700 Kelly Road, Suite 300, Warrington, PA 18976; 215-918-3636 (phone); 215-345-7507 (fax); rgundlach@foxrothschild.com (email).

B. Property and Ownership.

1. The subject property consists of three parcels, known as tax map parcel nos. 40-00-48496-00-1; 40-00-48500-00-6; and 40-00-48504-00-2, all under common ownership located on the south side of West Railroad Avenue in Lower Merion Township (the "Subject Property").

2. The Subject Property is owned by 762-766 Railroad Ave Partnership (the "Property Owner") pursuant to that certain deed dated July 17, 1997 and recorded in the Office of the Recorder of Deeds in and for the County of Montgomery on August 1, 1997 as instrument number 1997063736 in Book 5194 at Page 1012. A true and correct copy of the aforesaid Deed is attached hereto as Exhibit A.

3. Applicant is a tenant of Property Owner pursuant to that certain Off-Premises Lease Agreement between Applicant and the Property Owner dated July 29, 2019 (the "Lease"). A true and correct copy of the aforesaid Lease (redacted as to certain business terms) is attached hereto as Exhibit B.

4. Applicant has been authorized by the Property Owner to make this Application pursuant to that certain letter providing such authority issued by the Property Owner dated July 29, 2019 and attached hereto as Exhibit C.

II. Zoning and Existing Conditions.

A. The zoning of the Subject Property is C2 Commercial.

B. The existing condition of the Subject Property is as follows:

1. Upon the parcel known as 762 West Railroad Avenue (the "Corner Parcel") is a one-story, retail store, most-recently operated as a dry cleaning, laundering, and alterations shop.

2. Upon the parcel known as 764 West Railroad Avenue (the "Sign Parcel") is a three-story building with a retail space at the ground level and habitable spaces of unspecified use in the second and third stories.

3. The Corner Parcel and the Sign Parcel share a party wall. The relative height of the buildings on the Sign Parcel (three stories) to the Corner Parcel (one story) is such that there is an exposed portion of the party wall above the roofline of the Corner Parcel in the general direction of the three-way intersection of County Line Road/Haverford Road, South Bryn Mawr Avenue, and West Railroad Avenue (the "Exposed Wall"). The Exposed Wall is the Premises described in the Lease.

III. Proposed Improvements. The Applicant is proposing to install a billboard sign on the Exposed Wall.

IV. Zoning Relief.

A. The Applicant is challenging the substantive validity of the Zoning Ordinance, in accordance with Sections 909.1(a)(1) and 916.1(a)(1) of the Pennsylvania Municipalities Planning Code (the "MPC"), because the Zoning Ordinance improperly restricts the development and use of land in the Township for billboards (i.e., off-site premises signage).

B. The Applicant requests that the Board hold a hearing on this substantive validity challenge.

C. The specific reasons for this substantive validity challenge are as follows:

1. Section 155-93.3.E of the Zoning Ordinance, which limits the placement of billboards to properties located only within the Township's manufacturing and industrial zoning district, along with the dimensional requirements for billboards set forth thereunder, are (a) unreasonable, arbitrary, unduly restrictive, exclusionary, and not a valid exercise of the Township's police power, and (b) unreasonably infringe upon an affected landowner's constitutionally protected right to freely use and enjoy the landowner's property for a billboard.

2. The provisions in Sections 155-93.3.E, when taken together, make it such that there is no area within the Township where a billboard sign would be permitted.

3. Section 155-93.3.E. is illusory in that it gives the impression that billboard signs are permitted in the Township, but then takes that ability away with the imposition of the restrictions found in that section and its subparts.

4. Section 155-93.3.E of the Zoning Ordinance is contrary to the Municipalities Planning Code and PA case law as to billboard signage.

5. The Applicant also challenges the ability of the Township to require the Applicant to fund an escrow account that reimburses the Township consultants and its legal counsel to provide services in opposition to this challenge application.

D. The Applicant's anticipated witnesses at the hearing are as follows:

- i. Representative of the Applicant.
- ii. Applicant's land planner.
- iii. Applicant's civil engineer.

E. The Applicant estimates that it will require approximately 2 to 3 hours to present its case, exclusive of any cross examination.

F. The Applicant reserves the right to supplement and modify the witnesses to testify at the hearings as well as to provide rebuttal testimony.

V. Requested Relief. The Applicant is requesting that the Zoning Hearing Board find that Section 155-93.3.E. of the Zoning Ordinance is invalid.

The undersigned, being the Applicant referenced above, hereby confirms the accuracy of the information set forth in this Addendum to Application and the documentation attached hereto.

766 W. Railroad Outdoor, LLC

By: 

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

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

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



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



For Single/Tenant's Deed

012717

This Indenture Made this 17th day of July 19 97

500.00  
14.00  
14.00  
17.00

Between WILMINGTON TRUST OF PENNSYLVANIA

(hereinafter called the Grantor)  
762-766 RAILROAD AVENUE PROPERTIES LTD., A PA LIMITED PARTNERSHIP

(hereinafter called the Grantee )

**Witnesseth** That the said Grantor for and in consideration of the sum of  
Three Hundred Seventy-Five Thousand Dollars (\$375,000.00)  
lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or  
before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and  
sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm  
unto the said Grantee, its successors and assigns,

D141755ME

REALTY TRANS. TAX PAID  
STATE 3750.00  
LOCAL 2750.00  
PR 2750.00

PREMISES A

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, situate in the Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania, described as follows, to wit:

97 AUG - 1 PM 1:48

BEGINNING at a point in the middle line of Railroad Avenue at the distance of 549.9 feet Northwestwardly from the spike driven at the intersection of the middle lines of Railroad Avenue and County Line Road; thence by land now or late of Pasquale Teti, South 31 degrees, 29 minutes West, 95.5 feet to the Easterly side line of Haverford Road; thence South 62 degrees 04 minutes West, 16.5 feet to a point in the middle line of Haverford Road; thence along the middle line of said Road, North 27 degrees 56 minutes West, 18.59 feet to a point; thence North 62 degrees of minutes East, 16.5 feet to a point on the Easterly side of line of said Road; thence by land now or late of Pasquale Teti passing through the middle of the partition wall separating the house on the premises hereby granted from the house adjoining on the Northwest, North 31 degrees, 29 minutes East, 86.04 feet to a point in the middle of Railroad Avenue, and thence along the middle line of said Railroad Avenue, South 58 degrees, thence 01 minutes East, 16 feet to the place of beginning.

BEING ASSESSMENT PARCEL NUMBER 40-00-48496-00-1

9A-8

PREMISES B

ALL THAT CERTAIN tract or piece of land situate in the Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania bounded as described according to a survey thereof made by Milton R. Yerkes, Civil Engineer, on March 20, 1907 as follows, to wit:

085194PG1012

BEGINNING at a spike set in the intersection of the middle line of Haverford Road with the middle line of Railroad Avenue; and thence along the middle line of Railroad Avenue, South 58 degrees, 31 minutes East, 126.5 feet; thence South 31 degrees, 29 minutes West, 75.62 feet to a stake; thence South 67 degrees 50 minutes West 16.5 feet to a point in the middle line of Haverford Road; thence North 22 degrees 10 minutes West, 88.25 feet along the middle line of Haverford Road the spike; thence North 19 degrees 54 minutes West, along the middle line of said Haverford Road, 58.65 feet to the place of beginning.

BEING ASSESSMENT PARCEL NUMBER 40-00-48500-00-6

9A-10

PREMISES C

ALL THAT CERTAIN lot or place of ground with the building and improvements thereon erected, situate in Bryn Mawr, Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the middle line of Railroad Avenue, 365.9 feet Northwest from a spike in the middle line of the County Line Road; thence by land of I South 31 degrees, 29 minutes West, 86.04 feet; South 62 degrees 04 minutes West, 16.5 feet to the middle of Haverford Road; thence along the middle line of said Road North 27 degrees 56 minutes West, 11.87 feet, and North 22 degrees 10 minutes West, 8.9 feet; thence North 67 degrees, 50 minutes East 16.5 feet; thence by land of Jacob A. Ketterring, North 31 degrees 29 minutes East, 75.62 feet; thence along the middle line of Railroad Avenue, South 58 degrees, 31 minutes East, 16 feet to the first mentioned point and place of beginning.

BEING ASSESSMENT PARCEL NUMBER 40-00-48504-00-2

BEING known as No. 762, No. 764, and No. 766 Railroad Avenue.

9A-9

BEING the same premises which Francis P. Lalley, Sheriff of the County of Montgomery by Deed Poll dated June 19, 1995 and recorded in Montgomery County, in Deed Book 3115 page 2349 conveyed unto Wilmington Trust of Pennsylvania, in fee.

Lower Merion Township  
Montgomery County, PA  
E. J. [Signature]  
7/22/97

085194PG1013

#12717	
L. MERION TWP	3750.00
STATE STAMP	3750.00
TOTAL	7500.00
CHECK	3750.00
CHECK	3750.00
ITEM 2	





Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances; whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground above described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
40-00-48496-00-1 LOWER MERION  
762 RAILROAD AVE  
WILMINGTON TRUST OF PA  
B 009A U 008 L 4124 DATE: 08/01/97

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
40-00-48504-00-2 LOWER MERION  
766 RAILROAD AVE  
WILMINGTON TRUST OF PENNA  
B 009A U 010 L 4101 DATE: 08/01/97

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
40-00-48500-00-6 LOWER MERION  
764 RAILROAD AVE  
WILMINGTON TRUST OF PA  
B 009A U 009 L 4124 DATE: 08/01/97

And the said Grantor, for itself, its successors and assigns do by these presents, covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that it the said Grantor all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, its successors and Assigns, against it the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under it or any of them, shall and will WARRANT and forever DEFEND.

SPECIAL WARRANTY

OR

the said do covenant, promise and agree, to and with the said and assigns, by these presents, that the said has/have not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, or otherwise howsoever.

CURTESIS WARRANTY

In witness whereof, the said Grantor has/have caused these presents to be duly executed dated this day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

WILMINGTON TRUST OF PENNSYLVANIA

BY:

ATTEST:



DB5194PG1014



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Delaware ) SS.

On this, the 17th day of July, A.D. 1997, before me, Andrea B Connors, the undersigned officer, personally appeared Anthony D'Emperio, who acknowledged himself (herself) to be the Vice President of Wilmington Trust of Pennsylvania, a corporation and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as Vice President. In witness whereof, I hereunto set my hand and official seal.

Notary Public  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Delaware ) SS.

On this, the 17th day of July, A.D. 1997, before me, Andrea B Connors, the undersigned officer, personally appeared Anthony D'Emperio, who acknowledged himself (herself) to be the Vice President of Wilmington Trust of Pennsylvania, a corporation and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as Vice President. In witness whereof, I hereunto set my hand and official seal.

Notary Public  
My Commission Expires:

NOTARIAL SEAL  
ANDREA B CONNORS, Notary Public  
Media Boro, Delaware County  
My Commission Expires July 3, 1999

D141755HE  
**DEED**

WILMINGTON TRUST OF PENNSYLVANIA

TO

762-766 RAILROAD AVENUE PROPERTIES  
LTD., A PA LIMITED PARTNERSHIP

762-766 Railroad Avenue  
Lower Merion Township  
Montgomery County

CL1286

*Handwritten signature*



085194PG1015

Lower Merion Township  
Montgomery County, PA  
*Handwritten signature*  
08/27/97

The address of the above-named Grantee

is 810 W. Leacock St. #204

Philadelphia, PA 19103

On behalf of the Grantee



### OFF-PREMISES LEASE AGREEMENT

**PARTIES:**

This Outdoor Advertising Lease Agreement ("Lease" or "Agreement") is made effective this <sup>29</sup> day of ~~July~~ 2019 by and between **766 W. Railroad Outdoor, LLC**, located at 3400 West Chester Pike, Newtown Square, PA 19073 hereinafter to as ("WRO" or "Lessee") and **762-766 Railroad Ave Partnership**, located at P.O. Box 490, Concordville, PA 19331-0490 hereinafter referred to as ("RPI" or "Lessor").

**PREMISES:**

1. In consideration of the undertakings contained in this Lease and other good and valuable consideration, the receipt of which is acknowledged, RPI hereby leases to WRO a certain portion of the real estate commonly known as 762-766 Railroad Ave. Bryn Mawr, PA 19010 (parcel # 40-00-48496-00-1, 40-00-48500-00-6, 40-00-48504-002) as legally described in 'Exhibit A' ("Property"), with such portion of the Property being leased hereinafter referred to as the ("Premises") as more particularly described on 'Exhibit B' attached hereto, under the terms and conditions hereinafter set forth.

**USE:**

2. WRO shall use and occupy the Property for the purpose of erecting, maintaining, operating, painting, posting, servicing, repairing, altering, removing or repositioning an off-premise advertising structure ("Off-Premise Structure") and its replacements including the necessary fixtures, equipment, cables, and attachments, appearances, hereinafter referred to as ("Equipment") which the parties agree is not part of the Property. This instrument is a Lease and the Equipment will remain the personal property of WRO.

**TERM:**

3. This Lease at the Property will commence on the Effective Date and run for a period of [REDACTED] ("Term"). Nothing in this paragraph changes the fact that the Equipment is the property of WRO and may be removed by WRO prior to or at the conclusion of this Lease. RPI agrees not to contract with any other party to permit any other form of outdoor advertising on the Property.

**PAYMENT:**

4. Lessee's obligation to pay Rent as defined herein shall begin upon the construction completion and operation of the Off-Premise Structure ("Rent Commencement"). All Rent and notices are to be forwarded to the parties at the addresses noted above. Rent is due on the first (1<sup>st</sup>) day of the month following Rent Commencement. A ten percent (10%) fee will apply to any portion of the rent that is more than fifteen days (15) late. If Rent is paid with a check that is uncollectible by the bank, there will be a charge to Lessee of fifty dollars (\$50.00) payable upon written receipt of written notice by Lessor. All notices and payments are effective upon dispatch. All notices are to be by certified mail.

**RENTALS:**

5. Payment of Rent shall be due on the Rent Commencement date. Lessee shall pay Rent on a monthly basis equal to [REDACTED]. [REDACTED] Rent shall increase by [REDACTED] every year beginning with Rent Commencement.

**OBSTRUCTION:**

6. RPI agrees not to place any construction, fixture, building, or vegetation, which shall hinder either the view of the Off-Premise Structure or access to the Off-Premise Structure or the Equipment.

**INABILITY TO ADVERTISE:**

7. If in WRO's sole judgement any of the following circumstances occur, this agreement may be terminated at the sole discretion of WRO:
  - a. Visibility of any of the Off-Premise Structure shall become entirely or partially obscured in any manner.
  - b. The Property, Off-Premise Structure, Equipment, or maintenance of same becomes unsafe;
  - c. Temporary or permanent diversion of traffic or change of direction of traffic from any highway or street leading to or past the Property;
  - d. By law or ordinance WRO is unable to operate the Off-Premise Structure.

In such case this agreement may be terminated at the option of WRO upon thirty (30) days' notice to RPL.

**WARRANTY OF OWNERSHIP:**

8. RPI represents and warrants that (i) it is the owner of the Property; (ii) it has the authority to enter into, execute and fulfill its obligations under this Lease; and (iii) the execution of this Lease by RPI 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, including but not limited to any other leases or easement agreements.

**ACCESS:**

9. RPI gives WRO right of ingress and egress in order to erect and service the Off-Premise Structure and Equipment.

**NO COMPETITION:**

10. RPI agrees not to advertise its own business or allow any other party to advertise their business in a way which within the sole discretion of WRO would hamper or detract from the Off-Premise Structure advertisement. RPI shall not contract or permit any other person, firm or corporation to advertise from the Property during the life of this Lease.

**INSURANCE:**

11. WRO agrees to maintain liability coverage for the erection, use and maintenance of the Off-Premise Structure in an amount not less than \$2,000,000.00 and to provide RPI with evidence of the same upon written request.

**ASSIGNMENT/MEMORANDUM OF LEASE:**

12. RPI acknowledges that this Lease and the interests contained in this Lease are cumulative and inure to the benefit of the WRO and may be sold or transferred without prior consent of RPI whereupon WRO shall be fully discharged from any and all obligations under this Lease occurring after such transfer. RPI and WRO agree to execute a recordable memorandum of this Lease within five days (5) request by the other party, and further agree to execute any documents necessary to evidence or effectuate this Lease, including any documents necessary to effectuate its purpose.

**[SIGNATURE PAGE FOLLOWS]**

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

**LESSOR:**

**762-766 Railroad Ave Partnership**

By: 

Name: Kenneth Gross

Title: **GENERAL PARTNER**

**LESSEE:**

**766 W. Railroad Outdoor, LLC**

By: 

Name: Thaddeus Bartkowski

Title: Manager

EXHIBIT A

Property

BEGINNING at a spike set in the intersection of the middle line of Haverford Road with the middle line of Railroad Avenue; and thence along the middle line of Railroad Avenue, South 58 degrees, 31 minutes East, 126.5 feet; thence South 31 degrees, 29 minutes West, 75.62 feet to a stake; thence South 67 degrees 50 minutes West 16.5 feet to a point in the middle line of Haverford Road; thence North 22 degrees 10 minutes West, 88.23 feet along the middle line of Haverford Road the spike; thence North 19 degrees 54 minutes West, along the middle line of said Haverford Road, 58.63 feet to the place of beginning.

BEING ASSESSMENT PARCEL NUMBER 40-00-48500-00-6

9A-10

PREMISES C

ALL THAT CERTAIN lot or piece of ground with the building and improvements thereon erected, situate in Bryn Mawr, Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the middle line of Railroad Avenue, 565.9 feet Northwest from a spike in the middle line of the County Line Road; thence by land of 1 South 31 degrees, 29 minutes West, 86.04 feet, South 22 degrees 04 minutes West, 16.5 feet to the middle of Haverford Road; thence along the middle line of said Road North 27 degrees 56 minutes West, 11.87 feet, and North 22 degrees 10 minutes West, 8.9 feet; thence North 67 degrees, 50 minutes East 16.5 feet; thence by land of Jacob A. Kattenring, North 31 degrees 29 minutes East, 75.62 feet; thence along the middle line of Railroad Avenue, South 58 degrees, 31 minutes East, 16 feet to the first mentioned point and place of beginning.

BEING ASSESSMENT PARCEL NUMBER 40-00-48504-00-2

BEING known as No. 762, No. 764, and No. 766 Railroad Avenue.

9A-9

BEING the same premises which Francis P. Lelley, Sheriff of the County of Montgomery by Deed Poll dated June 19, 1995 and recorded in Montgomery County, in Deed Book 3113 page 2349 conveyed unto Wilmington Trust of Pennsylvania, in fee.

PREMISES A

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, situate in the Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania, described as follows, to wit:

BEGINNING at a point in the middle line of Railroad Avenue at the distance of 549.9 feet Northwestwardly from the spike driven at the intersection of the middle lines of Railroad Avenue and County Line Road; thence by land now or late of Pasquale Teti, South 31 degrees, 29 minutes West, 95.3 feet to the Easterly side line of Haverford Road; thence South 62 degrees 04 minutes West, 16.5 feet to a point in the middle line of Haverford Road; thence along the middle line of said Road, North 27 degrees 56 minutes West, 18.59 feet to a point; thence North 62 degrees of minutes East, 16.5 feet to a point on the Easterly side of line of said Road; thence by land now or late of Pasquale Teti passing through the middle of the partition wall separating the house on the premises hereby granted from the house adjoining on the Northwest, North 31 degrees, 29 minutes East, 86.04 feet to a point in the middle of Railroad Avenue, and thence along the middle line of said Railroad Avenue, South 58 degrees, thence 01 minutes East, 16 feet to the place of beginning.

BEING ASSESSMENT PARCEL NUMBER 40-00-48496-00-1

9A-8

PREMISES B

ALL THAT CERTAIN tract or piece of land situate in the Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania bounded and described according to a survey thereof made by Milton R. Yerkes, Civil Engineer, on March 20, 1909 as follows, to wit:

**EXHIBIT B**

**Premises**

The Premises is the portion of the Property that will be occupied by the Off- Premise Structure. The Off- Premise Structure shall be erected within the general area outlined in yellow in the image below unless otherwise agreed to by Lessor and Lessee.



**762-766 W. RAILROAD AVE PARTNERSHIP**  
**762-766 W. RAILROAD AVE**  
**BRYN MAWR, PA 19010**  
**(Parcel ID # 40-00-48496-00-1, 40-00-48500-00-6, 40-00-48504-002)**

July 26, 2019

To Whom It May Concern:

Allow this letter to confirm that **762-766 W. RAILROAD AVE PARTNERSHIP** is the owner of the property located at 762-766 W. Railroad Ave, Bryn Mawr, PA 19010, (Parcel ID #40-00-48496-00-1, 40-00-48500-00-6, 40-00-48504-002) located in Lower Merion Township, Montgomery County hereinafter referred to as the "Property". **766 W. Railroad Outdoor, LLC** and its subsidiaries are the only entities authorized to file, commence, and process any and all applications and proceedings with any local, state or federal bodies, boards, agencies, or any other government related entity, and any appeals therefrom to courts of appropriate jurisdiction, having jurisdiction over the subject off-premises advertising structure at the Property; including but not limited to any zoning applications and substantive validity or procedural challenges permitted by the Municipality Planning Code or the zoning ordinance of the subject municipality; PennDOT outdoor advertising permit applications; etc"

Sincerely,

762-766 W. Railroad Ave Partnership



By: Kenneth Gross

Title: General Manager