

5. Property Details:

- a. Present Zoning Classification: Commercial
- b. Present Land Use: Offices
- c. Location (Street Address):
2960 W Germantown Pike
- d. Parcel #: 67-00-01612-00-4
- e. Lot Dimensions:
 - (1) Area: 184,259 Sq Ft
 - (2) Frontage: 423.2 ft
 - (3) Depth: 496 Ft
- f. Circle all that apply in regards to the above specified property:
Public Water Public Sewer
Private Well Private Septic
- g. Size, construction, and use of existing improvements; use of land, if unimproved: **(Please submit as an attachment)**

6. Proposed Use(s):

- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). **(Please submit as an attachment)**

7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. **(Please submit as an attachment)**

8. Has any previous appeal been filed concerning the subject matter of this appeal?
 Yes No


If yes: specify: **(Please submit as an attachment)**

9. Challenges please list requested issues of fact or interpretation: **(Please submit as an attachment)**

10. Worcester Township to provide the list of names and addresses of properties situated in the vicinity of the subject property as per Township Code Section 150-224

CERTIFICATION

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.


Signature

Gregory Conti
Printed Name

Signature

Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Chester : SS

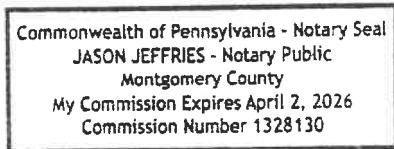
The undersigned, being duly sworn according to law, deposes and says the he/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

[Signature]
Applicant

Applicant

Sworn to and subscribed before me this 2nd day of November, 2022

[Signature]
Notary Public



Date Received: _____

Zoning Officer



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 6132 PG 01773 to 01777
INSTRUMENT # : 2019022998
RECORDED DATE: 04/17/2019 09:02:58 AM



5622641-0020L

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 5825850 - 3 Doc(s)
Document Date: 04/15/2019	Document Page Count: 4
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) Summit Land Inc 109 N. Second Street North Wales, PA 19454 (215) 654-1500	PAID BY: SUMMIT LAND INC

*** PROPERTY DATA:**
Parcel ID #: 67-00-01612-00-4
Address: 2960 GERMANTOWN PIKE

NORRISTOWN PA
19403
Municipality: Worcester Township (100%)
School District: Methacton

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$570,000.00
TAXABLE AMOUNT:	\$570,000.00
FEES / TAXES:	
Recording Fee:Deed	\$86.75
State RTT	\$5,700.00
Worcester Township RTT	\$2,850.00
Methacton School District RTT	\$2,850.00
Total:	\$11,486.75

DEED BK 6132 PG 01773 to 01777
Recorded Date: 04/17/2019 09:02:58 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

Prepared by and Return to:

Summit Land Transfer, Inc.
109 N. Second Street
North Wales, PA 19454
215-654-1500

CERTIFIED TRUE COPY

File No. SLT-1640-19

UPI # 67-00-01612-00-4

This Indenture, made the 15th day of April, 2019,

Between

SHARON GIAMBRONE

(hereinafter called the Grantor), of the one part, and

NORTHEAST EVEREST, LLC

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **Five Hundred Seventy Thousand And 00/100 Dollars (\$570,000.00)** lawful money of the United States of America, unto her 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, as sole owner

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Worcester, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a Subdivision prepared for Joseph M. Russell, Jr., et.al., by Meixner, Civil Engineer, Surveyors, dated July 17, 1981, last revised August 07, 1981, recorded in the Office for the Recording of Deeds in and for the County of Montgomery at Norristown, Pennsylvania, in Plan Book A-43, Page 91, as follows, to wit:

BEGINNING at a point of intersection where the centerline of Germantown Pike (of variable widths) is intersected by the extended Southeasterly side of Vienna Avenue (not dedicated) (no width shown); thence extending from said point of beginning South 52 degrees 11 minutes 30 seconds East, partly along the aforesaid centerline of Germantown Pike and also partly along the aforesaid title line in the bed of the same, the distance of 181.02 feet to a point on the aforesaid centerline of Germantown Pike; thence extending South 47 degrees 07 minutes 30 seconds East, along the aforesaid centerline of Germantown Pike, the distance of 310.04 feet to a point on the same, at a corner of lands now or late of Schwartz, as shown on said Plan, thence extending along said lands of Schwartz, the 3 following courses and distances, viz (1) extending South 40 degrees 24 minutes 45 seconds West, and also crossing the Southwesterly side of Germantown Pike the distance of 263.97 feet to an iron pin, a corner, (2) thence extending North 46 degrees

21 minutes West, the distance of 165.58 feet to a point, a corner, and (3) thence extending South 41 degrees 11 minutes West, the distance of 264.00 feet to a point, a corner in line of Lot Number 2, as shown on said Plan, thence extending North 46 degrees 10 minutes 30 seconds West, along Lot Number 2, the distance of 139.58 feet to a point, a corner in line of lands now or late of Thompson, as shown on said plan, thence extending along said of Thompson, the 2 following courses and distances, viz, (1) extending North 42 degrees 23 minutes, East, the distance of 44.11 feet to a pipe, a corner, and (2) thence extending North 50 degrees 35 minutes West, the distance of 200.27 feet to a point on the said Southeasterly side of Vienna Avenue, thence extending North 42 degrees 23 minutes East, along the said Southeasterly side of Vienna Avenue and also re-crossing the said Southwesterly side of Germantown Pike, the distance of 475.06 feet to the first mentioned point of intersection and place of beginning.

BEING Lot Number 1, as shown on the above mentioned Plan.

PARCEL NO. 67-00-01612-00-4

BEING the same premises which Montgomery County Industrial Development Authority, by Deed dated 06/04/2004 and recorded 07/07/2004 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5515, Page 646, granted and conveyed unto Michael Giambrone.

AND ALSO BEING the same premises which Michael J. Giambrone and Sharon Giambrone, husband and wife, by Deed dated 09/07/2004 and recorded 09/13/2004 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5525, Page 457, granted and conveyed unto Michael J. Giambrone and Sharon Giambrone, as tenants by the entirety.

AND THE SAID Michael J. Giambrone, has since departed this life on 01/30/2016, leaving title vested in Sharon Giambrone by operation of law.

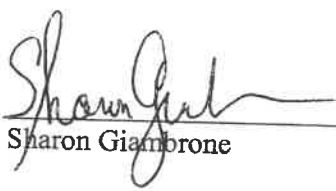
Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, 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 described above, 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.

And the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that she, the said Grantor, and her heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against her, the said Grantor, and her heirs, will **WARRANT SPECIALLY** and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.


In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

 _____ {SEAL}
Sharon Giambrone

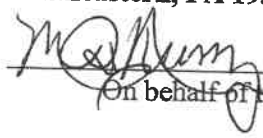
Commonwealth of Pennsylvania } ss
County of Montgomery

This record was acknowledged before me on April 15, 2019 by Sharon Giambrone.


Notary Public
My commission expires

The precise residence and the complete post office address of the above-named Grantee is:
P.O. Box 85
Southeastern, PA 19399

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary E. DiNunzio, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires July 28, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


_____ On behalf of the Grantee

File No. **SLT-1640-19**

Record and return to:
Summit Land Transfer, Inc.
109 N. Second Street
North Wales, PA 19454

Deed

UPI # 67-00-01612-00-4

Sharon Giambrone

TO


Northeast Everest, LLC

Summit Land Transfer, Inc.
109 N. Second Street
North Wales, PA 19454

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

001337.132292.415833.516 1 MB 0.428 530




NORTHEAST EVEREST LLC
GREGORY CONTI SOLE MBR
1000 VALLEY RD PO BOX 85
SOUTHEASTERN PA 19399

Date of this notice: 03-20-2019

Employer Identification Number:
61-1921915

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

01337

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 61-1921915. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is NORT. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Operating Agreement
of
Northeast Everest LLC
Single Member
Limited Liability Company

THIS OPERATING AGREEMENT (the "Agreement"), effective as of the 4th day of March, 2019, is by Gregory Conti, (as the "Manager") and Gregory Conti, as the sole Member (the "Member") of the Northeast Everest LLC, Single Member Limited Liability Company (the "Company"). This Agreement serves as the Company's operating agreement under the Limited Liability Company Laws of the State of Pennsylvania ("the Act").

Article 1 Formation of Company

1.01 Name and Principal Place of Business The name of the Company is Northeast Everest LLC, Limited Liability Company, and its office and principal place of business shall be at 1000 Valley RD, PO Box 85 , Southeastern, PA 19399, or such other place or places as the Manager may determine from time to time.

1.02 Term of Company. The Company shall commence operations as of the date of this Agreement and shall dissolve upon such events as set forth in the Articles of Organization.

1.03 Purpose of Company. The purpose of the Company shall be to conduct business related to real estate, and to engage in any lawful investment or business for which a limited liability company may be formed in the State of Pennsylvania.

1.04 Registered Office and Agent; Records. The Manager shall designate and maintain a "Registered Office" and a "Registered Agent" (at the same address) for service of process on the Company, which agent must be an individual resident of Pennsylvania, a corporation, or a foreign corporation authorized to do business in Pennsylvania. The Manager shall keep (or cause to be kept) the following records at the Designated Office:

- a. A current list in alphabetical order of the full name and last known business, residence or mailing address of each Manager and each Member;
- b. A copy of the stamped Articles of Organization and all certificates of amendment thereto, together with

signed copies of all powers of attorney pursuant to which the Articles of Organization or any amendment has been signed;

- c. A copy of this Operating Agreement plus all amendments thereto;
- d. A copy of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- e. Copies of any financial statements of the Company for the three most recent years;
- f. A copy of the minutes, if any, of each meeting of the Member and of any written consents obtained from the Member.

Article II Financing of the Company

2.01 Capital. The initial capital of the Company shall consist of property and cash contributed to the Company. The assets which shall be transferred to the Company include, without limitation, those assets described on Schedule A, which is attached and incorporated herein.

2.02 Loans to Company. The Manager shall not be required to make loans to the Company. If the Manager deems it necessary or helpful to the conduct of the Company's business, the Manager may loan funds to the Company. All such loans unless otherwise specifically stated shall be payable on demand and shall bear interest at the rate of 12% per annum compounded monthly, and shall be repaid prior to any distribution to the Member (out of Available Funds or otherwise).

2.03 Waiver of Liability for Return of Certain Distributions. The Member hereby permanently and unanimously waives and eliminates, to the maximum extent permitted by law, any liability of any Member for the return of money or property to the Company which the Member rightfully received as a Distribution of part or all of the Member's Capital Account.

Article III Company Management

3.01 Designation of Manager. The management of the Company shall be vested in one Manager. Each manager shall hold that office until (a) his or her resignation, incapacity, removal or death; or (b) upon the dissolution of the Company-whichever occurs first. The Member shall appoint, remove, and replace the Manager from time to time (with or without cause) by filing an amendment to the Company's Articles of Organization.

3.02 Limited Powers of the Manager. The Manager shall determine all matters and shall have the responsibility and authority to direct and manage the day-to-day affairs of the Company. The Manager may also appoint such other officers with duties and compensation as the manager deems appropriate from time to time.

3.03 Conveyances and Contracts. Each contract of the Company or any deed, bill sale, mortgage, lease, contract of sale or other commitment of the Company purporting to bind

the Company in any way or purporting to convey or encumber the interest of the Company in all or in any portion of any real or personal property at any time held in its name, must be signed by the Manager on behalf of the Company.

3.04 Distributions to Member. The Members/Managers may in their discretion distribute the profits and/or capital of the LLC business pro rata or non-pro rata as they deem advisable. If the Members/Managers make non-pro rata distributions, those distributions shall be taken into account in recalculating each Members/Managers Capital Account (and/or Drawing Account) at the end of the LLCs fiscal year.

Article IV Company Accounting, Books and Records

4.01 General Provisions. The fiscal year of the Company shall be the calendar year. The Company's books and records shall be maintained in accordance with generally accepted accounting practices consistently applied and upon the cash receipts and disbursements method of accounting.

4.02 Income Tax Information. The Company shall provide to the Member information on the Company's taxable income or loss and each class of income, gain, loss, deduction, or credit that is relevant to the Company's affairs. This information shall be furnished to the Member as soon as possible after the close of the Company's taxable year, but not later than the first day of April of each year. Pursuant to Treasury Regulation Â§301.7701-3(a), the Manager elects-solely for purposes of federal taxation-to have the Company disregarded as a separate entity which would otherwise be required to file a separate tax return. The Company will or will not secure a separate taxpayer identification number at the discretion of the Manager; and, all items of income and loss attributable to the Company will be reported upon such forms and schedules as the manager may select or develop.

Article V Involuntary Assignments or Transfers

Only bona-fide purchasers of the Member's interest in the Company may qualify as authorized recipients of said interest and thus act as a Member in the Company. No unauthorized recipient or assignee shall have any right to interfere or participate in the management or administration of the Company's business or affairs, to require any information regarding or on account of the Company's transactions, or to inspect the Company's books.

Article VI Death, Dissolution, Incapacity

Upon the death, incapacity, or dissolution of the Member, the Company shall not dissolve or terminate-unless the Member's successors in interest elect to discontinue the business of the Company within ninety (90) days following such death, etc. Upon the affirmative decision to discontinue, the Company will dissolve and wind up its affairs; the assets of the Company will be distributed pursuant to Article VII of this operating agreement.

Article VII Distributions Upon Termination of the Company

Upon the termination of the Company, the Manager (or, a special liquidator appointed by the Manager) shall (a) cause the assets of the Company to be liquidated and distributed in an orderly and business-like manner so as not to involve undue sacrifice; and (b) establish such reserves as may be appropriate for any contingent or unforeseen liabilities of the Company. If, following a sale of Company assets, the only asset held by the Company is a promissory note or notes or other contractual rights to receive payment for the assets sold, then in the absolute discretion of the Manager or the liquidator, the Company may either continue in existence for the purpose of collecting the notes, or dissolve and terminate and assign the note or notes to the Member who shall collect the note personally. In liquidating the Company, the Manager or liquidator may either sell all or part of the Company's assets and distribute the proceeds or may make distributions completely or partially in kind. The distribution of assets of the Company shall be made in the following order: First, to the creditors of the Company, in the order and priority provided by law; and then to the Member or his, her or its successor in interest.

Article VIII General Provisions

8.01 Captions. Any titles or captions to the articles or sections contained in this instrument are for convenience only and shall not be deemed part of the context of this Agreement.

8.02 Binding Effect. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and all persons hereafter having or holding an interest in this Company, whether as assignees or otherwise.

8.03 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Unless expressly or by necessary implication contravened by any provision of the Act, the provisions of this Agreement shall control the affairs of the Company and the rights and duties of the Manager and the Member.

8.04 Successor in Interest. The Member shall have the unrestricted right to designate his successor (following death) as to his interests in the Company by delivering an acknowledged instrument in writing to a Manager. The Company shall honor such designation as a contractual obligation here under. In the absence of any such designation or evidence of a contrary intent, the Company shall recognize the deceased Member's heirs at law as his or her successors in interest hereunder (as determined by the Company according to the laws of the intestate succession of the deceased Member's state of domicile.) No such actual or deemed designation shall be treated as a testamentary transfer within the meaning of any statute's requirements for one's last will and testament.

IN WITNESS WHEREOF, the Manager and the Member have executed and delivered this document effective as of the day and year first set forth above.

Signature of Manager:

Gregory Conti

Gregory Conti

Signature of Member:

Gregory Conti

Gregory Conti

Northeast Everest, Limited Liability Company

TOWNSHIP OF WORCHESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
1721 VALLEY FORGE ROAD, PO BOX 767, WORCESTER, PA 19490
WWW.WORCESTERTWP.COM

November 8, 2022

Northeast Everest, LLC
c/o Greg Conti
1688 Stephens Drive
Wayne, PA 19087

Re: Building Permit to Construct a Peaked Roof Over an Existing Exit Door

Dear Mr. Conti:

After reviewing the above referenced Building Permit Application submitted for an addition to an existing pre-existing non-conforming structure, for compliance with the Township Zoning Code, I have determined the following:

1. your property is located in the A.G.R. Zoning District and is being used for an Office or Non-residential Use per the Township Zoning Code.
2. The Township Zoning Code Subsection 150-13.B.(2) states "Two hundred fifty feet shall be the minimum size of front yards and 125 feet shall be the minimum size of side and rear yards for all structures except single-family detached, religious and agricultural uses."
3. The existing lot is a corner lot and therefore contains two (2) front-yards; both existing front-yards contain pre-existing non-conforming setbacks.
4. Subsequently, Article XXIII, Subsection 150-162.1., states, "Any expansion (including extensions) of a nonconforming structure or other nonconforming improvement shall conform to the area, height, setback, width and yard coverage and all other applicable regulations of the district in which the nonconforming structure or other improvement is located."
 1. The proposed roof addition does not conform to the above Code sections based on the following: the proposed roof addition is located less than 250' from Germantown Pike and Vienna Avenue.

Therefore, it is determined that in order for your Building Permit Application to be approved you will need to obtain the necessary variances from the Township Zoning Hearing Board.

Sincerely,

Susanna M. Smith, KMS BCO

Susanna M. Smith, BCO
Worcester Township
Keystone Municipal Services