

From: [REDACTED]
Sent: Saturday, March 22, 2025 2:50 PM
To: Information - Constituent Services <info@attorneygeneral.gov>
Cc: [REDACTED]
Subject: [EXTERNAL] [REDACTED] matter

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Sunday,

I have been attempting to aid [REDACTED] in resolving a situation in Hopewell Township, York County . His relative [REDACTED] said that he has talked to you in regards to the issue and asked that I submit some details. [REDACTED] purchased the property January 21st 2021 and has been trying to get building permits to build a house, barn and other improvements to farm since then. I didn't get involved until July of 2024 at which time [REDACTED] had already invested over \$40,000 in engineering cost just to build one dwelling and still couldn't get a permit. Needless to say there is much more history than I can outline in a simple email but I can explain the basic issue. The property was subdivided in July of 2017. Before the subdivision, the farm included land in both Stewartstown Borough and Hopewell Township and the total tract was owned by the then mayor of Stewartstown Borough. The subdivision was done at the municipal line with the majority of the tract being in Hopewell , but the access from the Stewartstown part. The plan was recorded and the two tracts sold individually , [REDACTED] purchasing the Hopewell tract (See Attached). Sometime after the purchase he applied for and was issued a permit to build a barn. As the barn was completed and an inspection to issue the U&O permit was scheduled the zoning officer realized that a tenant was staying on the farm in a trailer. The

zoning office then explained that the subdivision that was approved didn't allow dwellings on the property that as it was approved the land could only be used for "Agriculture Purposes" and that a new land development plan was needed before any dwelling could be constructed.

Hopewell does have an ordinance allowing this type of subdivision (see Agricultural Purposes) but it requires that specific language is on the recorded plan, and that language wasn't on the plan. The Hopewell board has taken the position that [REDACTED] didn't do his due diligence and they are relying on an access agreement that was recorded by the original owner (see [REDACTED] [REDACTED] has an approved NPDES permit, an approved sewer module, has requested a building permit. The Township agrees that the property has 4 building rights but has taken the position he can't use his barn and can't build a house without filing a new land development plan and building 200' of private road frontage that he doesn't need.

I've tried to negotiate a compromise where [REDACTED] would retire 2 of the 4 building rights and be allowed to build one dwelling without the 200' road frontage and only be required to build the road if in the future he builds an additional dwelling on the property. The Township wants [REDACTED] to submit the land development plan with notes specify the terms. The proposal for that plan is an additional \$10,000 cost plus submittal fees, and the township won't confirm they will approve. I am sure that the one dwelling use meets the ordinance now and he shouldn't have to do a plan and or give up building rights. I'm available to discuss the issue and supply any other documentation needed.

Thank You,
[REDACTED]

Click [here](#) to report this email as spam.

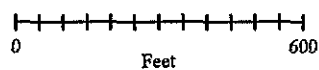
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Owner - [REDACTED]
Property Address - [REDACTED]
Tax Municipality - Hopewell Twp
School District - South Eastern School District
Class - Farm
Land Use - F - Ag With Misc Bldgs
Acres - 94.03
Assessed Land Value - [REDACTED]
Assessed Building Value - [REDACTED]
Assessed Total Value - [REDACTED]
Sale Date - Jan. 21, 2021
Sale Price - [REDACTED]
Deed Book [REDACTED]

Layers should not be used at scales larger than 1:2400 (Note: Pixilation will occur at scales 1" = below 200 Ft.)

Mapping Provided by



1 inch = 400 ft

1:4,800

Legend

Land Joins

Selected Parcel

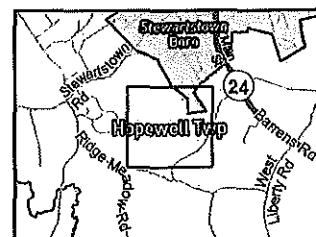
☐ Parcels

[---] Municipal Boundary

Aerial Photography - 2024

Last Updated: 12/26/2024

Inset Map



Disclaimer:
The York County Planning Commission provides this Geographic Information System map and/or data (collectively the "Data") as a public information service. The Data is not a legally recorded plan, survey, official tax map, or engineering schematic and should be used for only general information. Reasonable effort has been made to ensure that the Data is correct; however the Commission does not guarantee its accuracy, completeness, timeliness. The Commission shall not be liable for any damages that may arise from the use of the Data.

equitable interest in any lot requiring a highway occupancy permit to be issued by the Pennsylvania Department of Transportation (this shall not be interpreted to preclude the entry into an unrecorded contract of sale provided any and all amount of down payment is held in escrow by an attorney or a licensed real estate broker) until a highway occupancy permit for the lot in question has been obtained and the Township has executed a writing authorizing the sale of such lot.

- J. The existing uniform parcel identifier number for each existing tract or separate lot which is not being created by the plan, including but not limited to the parent tract which is being subdivided.
- K. On the first page of the plan, or, in the event of a plan creating or identifying a large number of lots, at such place on the plan as can be readily located, a table identifying each lot number being created or identified by lot number, with a column identified for the placement of the uniform parcel identifier number for each lot, to be assigned by the Tax Map Office.
- L. If development rights are being transferred, the applicant shall provide a copy of the deed of transfer containing a parcel history for both the sending and receiving parcels in a form satisfactory to the Township Solicitor.
[Added by Ord. No. 2-2018, 6/7/2018]
- M. If lots are being consolidated or if lot lines of existing lots are being changed, copies of conveyance deeds and confirmatory deeds shall be provided for review and approval by the Township Solicitor.
[Added by Ord. No. 2-2018, 6/7/2018]
- N. If the plan is or will be subject to a homeowners' association or condominium association, copies of any declaration and related documents shall be provided for review and approval by the Township Solicitor.
[Added by Ord. No. 2-2018, 6/7/2018]
- O. The applicant shall include a development and financial security agreement in a form satisfactory to the Township Solicitor. The Board of Supervisors reserves the right to request revisions to said agreement at any time prior to approval of the final plan.
[Added by Ord. No. 2-2018, 6/7/2018]
- P. The applicant shall include a stormwater maintenance and monitoring agreement in a form satisfactory to the Township Solicitor. The Board of Supervisors reserves the right to request revisions to said agreement at any time prior to approval of the final plan.
[Added by Ord. No. 2-2018, 6/7/2018]

§ 22-406 Subdivision of Land for Agricultural Purposes.

[Ord. 5/6/1974; as added by Ord. 12/4/1980, § XXIV; and as amended by Ord. 1996-1, 1/2/1996, § XIV; and by Ord. 2002-2, 2/7/2002, § 9]

- 1. Where a parcel of land is being subdivided and it is not intended that buildings other than farm buildings (a farm dwelling is not a farm building) be placed or constructed on any of the lots created by the subdivision, the plan submitted shall contain in a conspicuous manner the following language: This subdivision is not intended for development purposes. No buildings, other than farm buildings, may be constructed or placed on any of the lots or parcels shown on this plan without first submitting a subdivision plan meeting the then Township subdivision requirements.
- 2. Five copies of such plan shall be submitted.
- 3. The plan shall contain the notarized signatures of the owner or owners and signature blocks for three Supervisors, three members of the Planning Commission, and the York County Planning Commission.

- (a) There are five or fewer lots in this subdivision. (For purposes of this clause the "subdivision" shall be considered to consist of all contiguous land owned on June 20, 1974 (the effective date of the Hopewell Township Zoning Ordinance [Chapter 27]) by the same landowner as lands owned by the applicant proposed for subdivision or land development. Land shall be considered contiguous even though separated by public or private roads. After five lots have been created in any subdivision (regardless of whether any or all of them have road frontage of the type required by Subsection 1A(1) of this section as set forth above) no additional lots will be approved unless all roads providing frontage for lots in the subdivision not currently maintained by the Township or by the Commonwealth of Pennsylvania are improved in accordance with the requirements of §§ 22-602 and 22-603 of this Chapter, and the Construction and Materials Specifications for Subdivision and Land Development Manual adopted by the Board of Supervisors by resolution, as amended from time to time by the Board of Supervisors, by resolution.

22-503A(2)

- (b) No more than three dwellings may be served by any private road not improved in accordance with the provisions of §§ 22-602 and 22-603 of this Chapter; providing, however, that notwithstanding the above, every property in independent ownership as of June 20, 1974 (the effective date of the Hopewell Township Zoning Ordinance [Chapter 27]) shall be entitled to at least one dwelling.
- (c) The plan sets forth in a conspicuous manner that the road or street which has not been improved in accordance with the provisions of §§ 22-602 and 22-603 of this Chapter will remain a private road and will not be adopted or maintained by the Township.
- (d) Private roads shall be designed and constructed pursuant to the standards set forth in the Construction and Materials Specifications for Subdivision and Land Development Manual of Hopewell Township, as may be amended from time to time.
- (e) If two or more lots are to be served by a private road, then, prior to or as part of the subdivision approval, the owners of all lots to be served by the private road shall enter into an agreement setting forth the specific rights and obligations of the owners or users of each lot addressing the use and maintenance of the private street.

§ 22-504 Street Systems; General.

[Ord. 5/6/1974; as amended by Ord. 1998-4, 6/14/1998, § 1; and by Ord. 2002-2, 2/7/2002, § 3]

1. All streets proposed to be constructed within the Township shall conform to the following general design requirements:
 - A. Proposed streets shall be planned with regard to the existing street system, public convenience in terms of fire protection and pedestrian traffic, probable volumes of traffic, existing and proposed use of land on abutting properties and future development extensions of the street system.
 - B. Residential streets shall be so laid out as to discourage through traffic; however, the arrangement of streets shall provide for continuation of existing or platted streets and for proper access to adjoining undeveloped tracts suitable for future development.
 - C. Proposed streets, which are aligned with existing streets, shall bear the name of the existing street. In the event a proposed street is not aligned with an existing street, it shall not bear a name similar to any existing street located within the Township and/or the same postal service area irrespective of the suffix street, avenue, boulevard, drive, place, court, etc.

existing streets to accommodate anticipated future traffic loads. (B) A right-of-way established to provide future access to or through undeveloped land.

Grade—the slope expressed in a percent which indicates the rate of change of elevation in feet per hundred feet.

Gutter—that portion of a right-of-way carrying surface drainage.

Improvements—pavements, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, grading, street signs and plantings, and other items required for the welfare of the property owners and the public.

Land development—any of the following activities:

A. The improvement of one lot or two or more contiguous lots, tracts or parcels of land for any purpose involving:

(1) A group of two or more residential or nonresidential buildings, whether proposed initially or cumulatively, or a single nonresidential building on a lot or lots regardless of the number of occupants or tenants.

(2) The division or allocation of land or space, whether initially or cumulatively, between or among two or more existing or prospective occupants by means of, or for the purpose of, streets, common areas, leaseholds, condominiums, building groups or other features.

(3) A subdivision of land.

B. Land development shall not include:

(1) The conversion of an existing single-family detached dwelling or single-family semi-detached dwelling into not more than three residential units, unless such units are intended to be a condominium.

(2) The addition of an accessory building not to be used exclusively in connection with the agricultural use of the property containing less than 1,000 square feet of ground floor area or the addition of a building to be used exclusively in connection with the agricultural use of the property containing less than 5,000 square feet of ground floor area, which accessory building is subordinate to an existing principal building.

[Ord. 1996-1]

Landowner—the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if he is authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land.

Location map—a map showing the site with relation to adjoining areas.

Lot—a plat or parcel of land which is, or in the future, may be offered for sale, lease conveyance, transfer or improvement as one unit, regardless of the method or methods in which title was acquired. It may be vacant, devoted to a certain use, occupied by a structure or occupied by a group of structures that are united by a common interest or use.

Lot area—the area contained within the property lines of individual lots of land, including any area within a street right-of-way and including the area of any easement.
[Ord. 4/4/1985]

Lot width—the width of a lot measured parallel to and, in the Agricultural

[REDACTED]

From:

Sent:

Monday, September 30, 2024 3:45 PM

To:

Cc:

Subject:

Attachments:

Hi [REDACTED]

I've been trying to fully understand the situation and concern with [REDACTED] property and a comment at the Staff review meeting set me on track. The comment was that the property was only approved for farm buildings not a dwelling [REDACTED] had mentioned that at the meetings a note was referenced on the plan that excluded the construction of a dwelling. I studied the plan with him and said that I saw no such note. I did see the standard DEP non-building waiver which I explained is used when sewer planning hasn't been completed for a project and that I often subdivide parcels with a waiver until I have completed the sewer plan. I found out today that the sewer module was approved January, 2022 (see attached). I then studied the Hopewell ordinance and found section 22-406 (see attached) Subdivision of Land for Agricultural Purposes. Paragraph 1 clearly states " the plan submitted shall clearly state in a CONSPICUOUS MANNER the following language: "This subdivision is not intended for development purposes. No buildings , may be constructed or placed on any the lots or parcels shown on this plan without first submitting a subdivision plan meeting the then Township subdivision requirements". I assume that was the intent of the board , but the subdivision plan doesn't include that note.

When I look at the plan it looks as though the plan subdivides the property at the municipal line with each municipality having jurisdiction over the different parcels. Section 22-503A.2b (see attached) states that every property in independent ownership as of June 20, 1974 shall be entitled to at least one dwelling. I feel that [REDACTED] has a right to construct one dwelling on his property without any land development plan. Section 22-203-A1. (see attached) clearly states a land development is needed for two or more residential buildings . I understand [REDACTED] must submit a a building plan , a plan confirming the work meets the township stormwater ordinance , an approved E&S plan and an application for a septic permit.

I got involved in this project to help resolve it FOR ALL PARTIES. I'm only trying to help resolve this issue as timely as possible. [REDACTED] has incurred substantial finical expense (tens of thousands of dollars) and hasn't been able to use his property as he assumed he could when he bought it. To relieve any concerns the board might have about future development I would point out that [REDACTED] has submitted a plan to Stewartstown Borough joining his two separate lots to his main tract. That plan shows a stone private driveway extended from the existing paved [REDACTED] to the [REDACTED] property. If [REDACTED]s wanted to built any additional dwellings he would have to submit a land development plan. I ask that the board consider the facts and allow [REDACTED] submit his permit applications and move forward

Thanks,
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
HOPEWELL TOWNSHIP
APR 11 2017
YORK COUNTY PA

April 7, 2017

Hopewell Township Municipal Office
Attn: Kristy Spevak
3336 Bridgeview Road
P.O. Box 429
Stewartstown, PA 17363

VIA REGULAR MAIL

RE: [REDACTED], husband and wife -
[REDACTED]
and
[REDACTED]

Dear Kristy:

Enclosed please find the **original** "Declaration of Access Easement" dated December 29, 2016, and recorded on February 21, 2017, as Instrument Number - [REDACTED] in Record Book [REDACTED] concerning the above-captioned matter. Please retain this original recorded copy of the Declaration of Access Easement for your files.

Very truly yours,

[REDACTED]
Enclosure

cc: [REDACTED]

RECORD AS A
DECLARATION

8013

YORK COUNTY
ASSESSMENT OFFICE



0660125

28

Stewartstown, PA 17363

~~Stewartstown, PA 17363~~

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement is made the 24th day of DECEMBER, 2016, by [REDACTED] and [REDACTED] husband and wife, residing [REDACTED], Stewartstown, PA 17363 (collectively, referred to as [REDACTED])

Background:

[REDACTED] is the owner of real estate situate in HOPEWELL TOWNSHIP and STEWARTSTOWN BOROUGH known as [REDACTED] Stewartstown, PA 17363 (the "Property") pursuant to a deed recorded in the Recorder of Deeds Office in and for York County, Pennsylvania in Land Record Book [REDACTED] [REDACTED] has obtained final plan approval for the subdivision of the Property into three lots, in accordance with the Plan titled "Final Subdivision Plan for [REDACTED] prepared by [REDACTED] Inc., [REDACTED] dated September 25, 2016, as amended, and intended to be recorded in the Recorder of Deeds Office in and for York County, Pennsylvania, concurrently herewith (the "Plan").

5P
4N

Lots 1, 1A and 2 will share a common 50'-wide access easement and driveway to [REDACTED] depicted on the Plan. A portion of the Plan depicting the shared driveway outlined in red is attached hereto as Exhibit A (the "Shared Driveway").

It is the intent of this Agreement to create the easements and rights-of-way encumbering and benefiting Lots 1, 1A and 2 (collectively, referred to as the "Lots") as herein provided.

NOW, THEREFORE, intending to be legally bound [REDACTED] hereby stipulates that the following easements and rights of ways shall encumber or benefit the Lots as depicted on the Plan, in accordance with the provisions herein, as follows:

1. **Easement for Ingress, Egress and Regress.** A perpetual and irrevocable non-exclusive easement of ingress, egress and regress is created over and through the Shared Driveway located on and across the Lots for the purpose of permitting the owners, tenants, guests, invitees, occupiers and possessors of the Lots and their respective heirs, successors and assigns to gain free and uninterrupted access to and from the respective tracts from and to [REDACTED] Such right shall include the right to construct and use individual driveways connecting Lots 1, 1A and 2 to the Shared Driveway.

2. **Initial Construction.** The Shared Driveway has not been improved to standards required by Hopewell Township to provide adequate street frontage and access to Lot 2 as required

by the Hopewell Township zoning ordinance and the subdivision and land development ordinance (collectively, the "Ordinances") for the development of Lot 2. The owner of Lot 2 shall have the right to construct improvements required by the Ordinances for development of Lot 2 (collectively, the "Improvements"). The cost of the initial construction to install the improvements to the Shared Driveway for access to Lot 2, including, without limitation, the Improvements shall be performed by the owner of Lot 2 at the time it is to be developed.

3. **Repair, Maintenance and Replacement of the Improvements.**

(a) All costs of repair, maintenance, and replacement of the Improvements within the Shared Driveway required to keep the same in good order and repair shall be divided equally by the owners of the Lots, provided that if any party, its lessees, agents, employees or contractors damages the Improvements, such party shall be responsible for the repair of such damage.

(b) Notwithstanding the foregoing, until such time as the owner of Lot 1A or 2 develops such party's Lot and connects a driveway to the Shared Driveway, such owner shall have no obligation to contribute to the cost of repair and maintenance as set forth herein.

(c) All decisions concerning maintenance, repair and/or replacement of the Shared Driveway shall be determined by the agreement of the owners of the Lots. All costs for maintenance and repair and replacement shall be billed periodically by the owner selected by agreement of the parties to be in charge of arranging for the services ("Responsible Owner") and payments shall be due and payable within thirty (30) days from receipt of the invoice. Payment not received within thirty (30) days from the date of the invoice shall bear interest at 1% per month, and the defaulting party shall also pay all costs and expenses incurred in connection with collection of the amount due, including reasonable attorney's fees.

(d) In addition to all other remedies available at law or in equity, upon the failure of the Responsible Owner to maintain the Shared Driveway, and such lack of maintenance unreasonably interferes with access to any other owner's respective Lot, the other owner shall have the right to perform the maintenance on behalf of the Responsible Owner and be reimbursed by such Responsible Owner within thirty (30) days from receipt of the invoice. Payment not received within thirty (30) days from the date of the invoice shall bear interest at 1% per month, and the defaulting party shall also pay all costs and expenses incurred in connection with collection of the amount due, including reasonable attorney's fees

(e) All maintenance and repairs to be performed by a party hereunder shall be performed expeditiously and in such a way as to not unreasonably interfere with any other party's use of the Shared Driveway.

4. **Entry.** The owners, lessees and occupants of each Lot shall have the right to enter the area of the Shared Driveway, as necessary from time to time for the purpose of performing their obligations under this Agreement.

5. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any party violating or attempting to violate any easement or covenant herein, either to restrain violation, or to recover damages, or otherwise or both. Any party so violating or attempting to violate shall pay the reasonable attorneys' fees and costs of the party seeking enforcement.

6. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle termination of this Agreement, but the foregoing limitation shall not affect in any manner any other rights or remedies which any party may have under law or at equity.

7. **Amendment.** This Agreement may only be amended by the execution of an amendment by all of the fee owners of the Lots described in this Agreement and recorded in the Recorder of Deeds Office.

8. **No Subordination.** This Agreement shall not be subordinated to any subsequent mortgage, lien or encumbrance, it being the intent of [REDACTED] that the respective rights created hereunder are intended to benefit the respective properties specified.--

9. **Captions.** The captions set forth in this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

10. **Covenants with the Land.** This Agreement shall be recorded in the public records of York County, Pennsylvania. The easements, rights and obligations hereby created shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the Declarant and its successors and assigns in interest to Lots 1, 1A or 2.

[signatures next page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement the day and year first above written.

[REDACTED]

[REDACTED]

Commonwealth of Pennsylvania

:

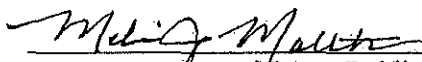
: ss,

:

County of York

On this 29th day of December, 2016, before me, the undersigned officer, personally appeared [REDACTED] and [REDACTED] known to me (or satisfactorily proven) to be the person whose names are subscribed herein, and executed the within instrument for the purposes therein contained.

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


Notary Public

4307630

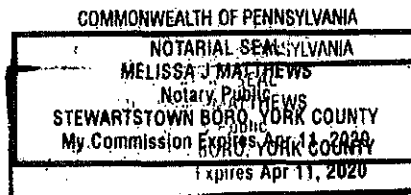
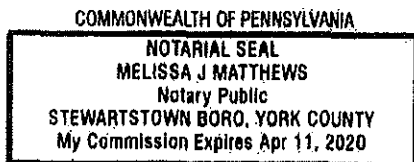
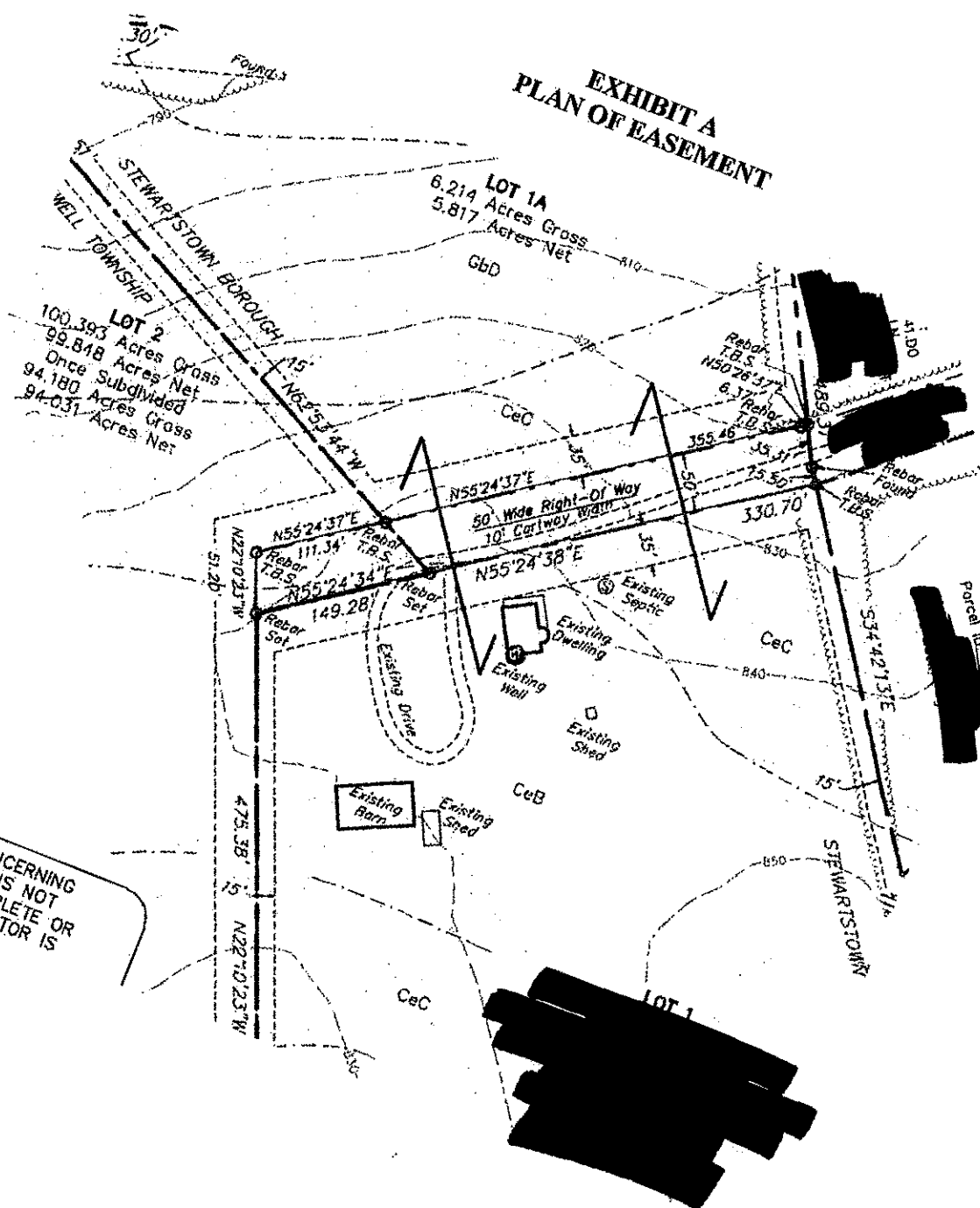


EXHIBIT A PLAN OF EASEMENT

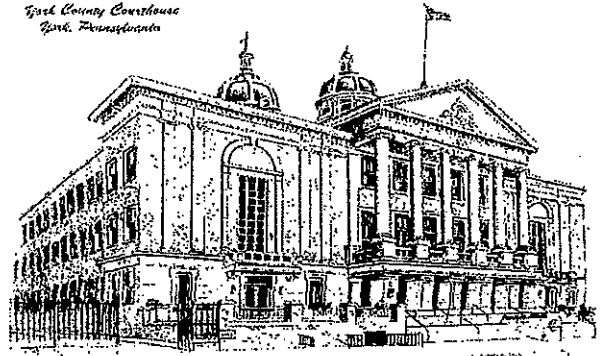
NOTE: INFORMATION CONCERNING
UNDERGROUND UTILITIES IS NOT
GUARANTEED TO BE COMPLETE OR
ACCURATE. THE CONTRACTOR IS



YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401

Randi L. Reisinger - Recorder
Bradley G. Daugherty - Deputy

York County Courthouse
York, Pennsylvania



Instrument Number - [REDACTED]
Recorded On 2/21/2017 At 2:13:12 PM

* Instrument Type - DECLARATION

Invoice Number - [REDACTED]

* Grantor - [REDACTED]

* Grantee - [REDACTED]

User - [REDACTED]

* Customer - [REDACTED]

* Received By: COUNTER

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$15.00
PIN NUMBER FEES	\$20.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$40.50

PARCEL IDENTIFICATION NUMBER



I Certify This Document To Be
Recorded In York County, Pa.



Randi L. Reisinger
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

