

[REDACTED]

[REDACTED]

October 7, 2025

Via E-Mail and Federal Express

Robert A. Willig, Senior Deputy Attorney General
Office of the Attorney General
1251 Waterfront Place-Mezzanine Level
Pittsburgh, PA 15222

RE: ACRE Request for Review by [REDACTED] Sewickley Heights Borough

Dear Mr. Willig:

Your letter to the Sewickley Heights Borough Council, dated September 5, 2025, and received by the Borough on September 8, 2025, was referred to me for response. Please find enclosed a Memorandum setting forth the Borough's position in this matter.

Thank you for your time and attention to this matter. Please contact me if you require additional information.

Very truly yours,

[REDACTED]

Solicitor, Sewickley Heights Borough

Enclosures

cc (w/encl.): [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MEMORANDUM

To: Robert A. Willig, Senior Deputy Attorney General, Commonwealth of Pennsylvania

From: [REDACTED] Solicitor, Borough of Sewickley Heights

Subject: ACRE Request for Review from [REDACTED]
[REDACTED]

Date: October 7, 2025

I. Background: Court Case, Properties, and [REDACTED]

A. Common Pleas Court Case. [REDACTED] and her husband, [REDACTED] are currently engaged in litigation with their neighbors, [REDACTED] and [REDACTED]. This litigation was filed in the Court of Common Pleas of Allegheny County on August 26, 2024, [REDACTED], and is captioned [REDACTED] and [REDACTED]. [REDACTED] and [REDACTED] are represented by [REDACTED], and [REDACTED] and [REDACTED] are represented by [REDACTED]. [REDACTED] is presiding over the case.

B. [REDACTED] and [REDACTED] reside at [REDACTED] [REDACTED], Allegheny County Parcel ID [REDACTED]. [REDACTED] is a privately-owned road located in the Borough of Sewickley Heights (the "Borough"). [REDACTED] is accessed from [REDACTED], a County-owned road located in the Borough, the Borough of Sewickley, and the Borough of Sewickley Hills. [REDACTED] travels in a southeastern direction away from [REDACTED]. Near its end, [REDACTED] enters, traverses, and exits the [REDACTED] property and continues eastward for a short distance, as further described below. The [REDACTED] property was formerly owned by [REDACTED] and [REDACTED], who conveyed the property to [REDACTED] and [REDACTED].

C. [REDACTED] Property. [REDACTED] own the property located at [REDACTED] Allegheny County Parcel ID [REDACTED]. The [REDACTED] property can be accessed at two points along [REDACTED] traveling south and eastward away from [REDACTED] first, at a point before reaching the [REDACTED] property line and, second, at a point after passing through the [REDACTED] property. This second [REDACTED] property access point is near the rear (southwest corner) of the [REDACTED] property. The eastern boundary of the [REDACTED] property abuts the western boundary of the [REDACTED] property, and the southern boundary of the [REDACTED] property abuts the northern boundary of the [REDACTED] property (such that the [REDACTED] property and the [REDACTED] property are somewhat cater-corner to each other on either side of [REDACTED] e). The [REDACTED] property was formerly owned by [REDACTED] and then by [REDACTED] who conveyed the property to [REDACTED]

D. [REDACTED] and [REDACTED] reside at [REDACTED] Allegheny County Parcel ID [REDACTED]. The [REDACTED] property was formerly owned by [REDACTED] and [REDACTED], then by [REDACTED] and his son [REDACTED] and then by [REDACTED] and his wife [REDACTED], who conveyed the property to [REDACTED] and [REDACTED]. The [REDACTED] property also has frontage on [REDACTED] and is served by a long driveway to [REDACTED] originally constructed by [REDACTED] in the early 1990s (the [REDACTED])

E. [REDACTED] Exhibit A attached to this Memorandum is a copy of the [REDACTED] Plan, which shows where [REDACTED] (labeled as a private road) turns off [REDACTED]. Exhibit B attached to this Memorandum is the [REDACTED] Plan of Lots. Lot 1 in this Plan is the former [REDACTED] current [REDACTED] property, and Lot 2 in this Plan is the former [REDACTED] current [REDACTED] property. The former [REDACTED] current [REDACTED] property is shown at the bottom right of page 2 of this Plan. The relevant portion of [REDACTED] is also shown on this Plan (as [REDACTED] Exhibit C attached to this Memorandum is a copy of the Street Map from the Borough's 2009 Comprehensive Plan, showing [REDACTED] in yellow on the far right, mid-section of the map) extending south and east from [REDACTED] in blue, moving left to right through the center of the map) to the southwest corner of the [REDACTED] property. Exhibit D attached to this Memorandum is a copy of the map of the [REDACTED] property from the Allegheny County Real Estate Portal, showing [REDACTED] coming south through the [REDACTED] property, turning eastward across the northern boundary of the [REDACTED] property, crossing over the southeast corner of the [REDACTED] property, and ending at the southwest corner of the [REDACTED] property.

F. Disputed Access Rights. The litigation described above concerns this portion of [REDACTED] and an historic easement and right-of-way from the southwest corner of the [REDACTED] property, through the southeast corner of the [REDACTED] property, to the northeast corner of the [REDACTED] property. [REDACTED] and [REDACTED] assert that they have a recorded easement and right-of-way to access [REDACTED] from the rear of their property and then to follow [REDACTED] west and north to reach [REDACTED] (the "Easement"), as set forth in the [REDACTED] Deed to [REDACTED] a copy of which Deed is attached to this Memorandum as Exhibit E. [REDACTED] disagrees and asserts that Mr.

[REDACTED] and [REDACTED] should be denied access to [REDACTED] via the Easement and should instead use only the [REDACTED] Driveway to reach [REDACTED]. As referenced above, this private real estate dispute will eventually be resolved by the court.

II. [REDACTED] OAG Submission, Borough Ordinances, and Borough Records

A. [REDACTED] submitted three sets of materials to the Office of the Attorney General (the “OAG”) dated July 2, 2025, July 10, 2025, and July 26, 2025, respectively (each a “Submission” and, collectively, the “Submissions”). The Submissions repeat statements and conclusions made by [REDACTED] in previous submissions to the Borough and reflect a misunderstanding of Borough ordinances and records. We will respond to these inaccuracies below.

1 The Borough is refusing to enforce its own zoning ordinances within the Equestrian Preserve District (Transmittal letters, Submissions of July 2, 2025, and July 10, 2025)

There is no delineated “Equine Preserve” or “Equestrian Preserve District” under the Borough ordinances. The [REDACTED], and [REDACTED] properties and [REDACTED] are all located in the “A – Historical-Rural Residential Zoning District” under the Borough’s Zoning Ordinance. [REDACTED] may be mistakenly conflating design concepts contained in the Sewickley Heights Pattern Book with zoning requirements set forth in the Zoning Ordinance. Both the Zoning Ordinance and the Pattern Book are available on the Borough’s website at www.sewickleyheightsboro.com.

The Pattern Book is a companion resource to the Borough’s land development ordinances, and it is solely a guidance document. The Pattern Book suggests that lots in the Borough’s various Zoning Districts may be characterized by certain features that residents should consider when constructing homes, additions, or accessory structures, and when evaluating landscape and infrastructure design. (See Pattern Book page 43.) For instance, the Pattern Book describes various lot types often encountered in the A Zoning District, including (among others) “meadow preserve,” “woodland preserve,” and “equestrian preserve” lot types. The [REDACTED] property may be considered an equestrian preserve lot type under the Pattern Book guidance; however, the [REDACTED] property would likely be characterized as a meadow preserve lot type and the [REDACTED] property as a woodland preserve lot type. As an aside, though pertinent to this matter, the Pattern Book encourages the use of shared drives among adjacent properties, rather than separate driveways, as a means of preserving the rural character of the Borough. (See Pattern Book page 118.)

At the time of this response, the Borough is not aware of any Zoning Ordinance or other ordinance violations by the parties to the Easement dispute, and, therefore, there is no basis for enforcement action by the Borough. The Borough considers these properties to be in compliance with the Zoning Ordinance, as well as with other Borough ordinances. Even if the court finds the Easement to be legally valid, the existence of the Easement will not trigger any lot size, lot coverage, setback, or other nonconforming conditions under the Zoning Ordinance.

- 2 *This inaction is adversely affecting [her] protected agricultural operation under the Pennsylvania Right to Farm Act. (Transmittal letters, Submissions of July 2, 2025, and July 10, 2025)*

The [REDACTED] property is not comprised of ten (10) or more contiguous acres, and the uses [REDACTED] describes in her Submissions do not indicate receipt of an annual income stream of \$10,000 or more from her equestrian activities on the property. Therefore, the [REDACTED] property likely does not qualify as a “normal agricultural operation” protected under the Pennsylvania Right to Farm Act. Nevertheless, the Borough ordinances uniformly encourage, protect, and preserve agricultural operations consistent with the Pennsylvania Right to Farm Act, the ACRE Law (as defined below), and the Pennsylvania Municipalities Planning Code. Many Borough residents are engaged in equestrian and other agricultural uses, and the Borough considers equestrian and farming activities to be an important feature of its historical and rural character.

As stated above, the Borough cannot enforce its Zoning Ordinance or other Borough ordinances in the absence of any violations. There simply are no grounds for enforcement action in this matter.

- 3 *The sole driveway to [her] home and barn facilities provides critical access for all of these [activities relating to the care of her three rescue horses]. This same driveway – constructed, maintained, and used solely by [her] and the former owner for over 30 years – is now the subject of a legal claim by an adjoining landowner at [REDACTED] Sewickley (Transmittal letter, Submission of July 2, 2025.)*

Contrary to [REDACTED] description, Borough records do not show that any portion of [REDACTED] converts from a private road serving all abutting properties along [REDACTED] to an individual driveway serving only the [REDACTED] property. As described above and as shown on the recorded Plans, [REDACTED] runs through and continues beyond the [REDACTED] property where there is a second point of access for the [REDACTED] property. Historically, this second point of access was used by [REDACTED] as the driving route to his barn, which was located on the southeast area of the [REDACTED] property. More recently, this second point of access was used by [REDACTED] and others to whom [REDACTED] gave permission to graze longhorn cattle on his property. Thus, [REDACTED] and [REDACTED] two former owners of the [REDACTED] property, used [REDACTED] in conjunction with the former and current owners of the [REDACTED] property.

4. *[REDACTED] is now the subject of a legal claim by an adjoining landowner at [REDACTED] Sewickley, who is attempting to activate [the Easement] which violates the zoning protections established by the Borough. (Transmittal letter, Submission of July 2, 2025)*

The existence of the Easement does not violate the Borough’s Zoning Ordinance or any other Borough ordinance. As can be seen on the Street Map attached hereto as Exhibit C, there are several private roads within the Borough. In addition, there are countless easements and rights-of-way traversing properties throughout the Borough, affording residents access to internal drives and private roads that are a valued legacy of the Borough’s rural past. When residents subdivided the large estates and farms into smaller lots, these internal connections were preserved, and they continue to be preferred over separate driveways serving single lots. The Borough has consistently

encouraged residents to avoid development following a grid pattern and has instead recommended the use of shared infrastructure to minimize disturbance of landscapes and viewsheds. For this reason, and as noted below, Borough records reveal some internal controversy over allowing [REDACTED] to construct the [REDACTED] driveway.

- 5 *In the 1990s, the Sewickley Heights Borough previously denied this same property access to [her] driveway due to zoning ordinance violations. (Transmittal letter, Submission of July 2, 2025, Contents for Borough Letter, Submission of July 10, 2025.)*

This statement is counter to Borough records, which do not contain any reference to denying the [REDACTED] property access to [REDACTED] (for any reason). In the early 1990s, [REDACTED], a former owner of the [REDACTED] property, desired to construct a new, lengthy, and separate driveway through the [REDACTED] property directly to [REDACTED]. Borough records show that the Borough approved this request over the objections of the Borough's Environmental Advisory Council. (See [REDACTED] and [REDACTED] presentation on behalf of [REDACTED] and comments from [REDACTED] and [REDACTED] in the excerpts from the Planning Commission Minutes of July 1, 1991, and September 3, 1991, included in [REDACTED] Submissions of July 2, 2025, and July 10, 2025.) Borough records also indicate an intention by [REDACTED] to continue to maintain both the access to [REDACTED] and the [REDACTED] Driveway. [REDACTED] also briefly volunteered to construct a fence to prevent the public from using the [REDACTED] Driveway, hence deterring any potential for through traffic between [REDACTED] and [REDACTED]. (See [REDACTED] statements in the excerpt from the HARB Minutes of April 8, 1991, included in [REDACTED] submission of July 2, 2025.)

- 6 *Both [the [REDACTED] property] and [the [REDACTED] property] are located in the Historical Equine Preserve in Sewickley Heights, known as the [REDACTED]. It is registered as #10 Historical Estate in the Sewickley [sic] Pattern Book and is protected by HARB and the Museum Commission (Summary of Case, Submission of July 2, 2025)¹*

There is no "Historical Equine Preserve" in the Borough. Again, [REDACTED] may misunderstand the distinction between the Pattern Book and the Zoning Ordinance. She also may misunderstand the relevance of these properties being located within the Historic District, which is a designation under the Borough's Historical and Architectural Review Ordinance, separate and apart from the various Zoning Districts under the Zoning Ordinance. This Ordinance would only become relevant to this matter if the Easement is determined to be legally valid by the court, and if [REDACTED] and [REDACTED] propose future improvements to the Easement.

This Ordinance designates a large portion of the A Zoning District and smaller portions of other Zoning Districts as an Historic District pursuant to the Pennsylvania Historic District Act. Residents desiring to make improvements to properties within the Historic District must receive a Certificates of Appropriateness, recommended by the Historical Architectural Review Board (the "HARB"), before other required permits and approvals can be issued by the Borough. The HARB

¹ The inaccuracies in [REDACTED] Summary of Case, Contents for Borough Letter, and elsewhere in the Submissions are too numerous to adequately address in this format, so we have attempted to identify and respond to the most significant misstatements. This should not be interpreted as the Borough's concurrence with any of [REDACTED] statements throughout the Submissions that are not identified and addressed in this response. If the OAG desires further clarification, the Borough will supplement this response.

in turn has certain reporting obligations to the Pennsylvania Historical and Museum Commission. A copy of the Historical and Architectural Review Ordinance is available on the Borough's website.

7. In addition, the [REDACTED] known as the [REDACTED] for which the [Easement] was written, was demolished (in 1993) in order to build [REDACTED] residential home on [the [REDACTED] property] (Summary of Case, Submission of July 2, 2025, Contents for Borough Letter, Submission of July 10, 2025, transmittal letter and affidavits, Submission of July 26, 2025)

Although previously provided to [REDACTED] Submissions do not include Borough records from 1993 and 1994, which show that [REDACTED] abandoned plans to construct a new two-story brick plantation-style home and to demolish the [REDACTED] (the [REDACTED]). Instead, in 1993, [REDACTED] proposed to remodel and add onto the Clubhouse/Cottage for use as his residence, so as to preserve the historic structure. Exhibit F attached to this Memorandum includes copies of the 1993 and 1994 Borough records containing the revised submission from [REDACTED] new architects, the Borough approvals of the rehabilitation plan for the Clubhouse/Cottage, and the renderings of the remodeled Clubhouse/Cottage. Exhibit G attached to this Memorandum includes photographs of the original Clubhouse/Cottage for ease of comparison to the architect's renderings contained in the 1993 and 1994 records. Exhibit H attached to this Memorandum shows a photograph from the Allegheny County Real Estate Portal of the current residence on the [REDACTED] property, which appears to correspond to the Borough-approved drawings from 1993 and 1994. Exhibit I attached to this Memorandum includes copies of two drawings from the 1991 approvals, referenced by [REDACTED] which do not appear to correspond to the photograph of the current residence.

The Borough respectfully suggests that the rehabilitation and remodeling work on the original Clubhouse/Cottage structure, as approved by the Borough in 1993 and 1994, was significant and could have been mistaken for total demolition of the Clubhouse/Cottage by those individuals offering affidavits in support of [REDACTED]. The Borough has encouraged [REDACTED] to consult with her attorneys and submit these affidavits to the court for consideration. While the question of whether the Clubhouse/Cottage structure still exists, albeit in remodeled form, may be relevant to the court case concerning the legal validity of the Easement, this question is not relevant to an ACRE analysis. The Borough offers these 1993 and 1994 records only to prevent a misunderstanding on the public record.

8. The Borough refuses to enforce Section 7.4 of a previous Zoning Ordinance, various sections of Article XIV of the current Zoning Ordinance regarding Nonconforming Uses and Nonconforming Lots, and Section 6.01(C) of the Private Road Ordinance (Summary of Case, Submission of July 2, 2025. See also references to prior Zoning Ordinances and Land Compact in Contents for Borough Letter, Submission of July 10, 2025, and repeat reference to Section 14.04 in transmittal letter, Submission of July 26, 2025)

Prior Ordinances. Section 7.4, a copy of which is included in [REDACTED] Submission of July 2, 2025, is from a previous version of the Zoning Ordinance that is no longer in effect. This provision would have applied to any landowner proposing to subdivide a large parcel into smaller lots. When delineating the lots using a minimum lot size of five acres, the subdivider

would have been required to exclude any road right-of-way located on the lot from this acreage calculation. This provision would not have affected the validity of a recorded easement or right-of-way, nor could an ordinance ever eliminate or extinguish a legal easement or right-of-way.

██████████ included excerpts from prior versions of the Zoning Ordinance (1935, 1978, 1979, and 2010) in her Submission of July 10, 2025, some of which applied to different Zoning Districts. These prior versions of the Zoning Ordinance are no longer in effect.

Nonconforming Uses. ██████████ copied and annotated Section 14.02 of the current Zoning Ordinance regarding Nonconforming Uses. Her note at Section 14.02(A)(3) seems to suggest that the Easement is a nonconforming use of land, and that this nonconforming use has been abandoned so is no longer permitted. The use of land for easements and rights-of-way is permitted in all Zoning Districts, so the Easement does not constitute a nonconforming use of land under the Zoning Ordinance. ██████████ note at Section 14.02(A)(7) references a culvert supporting the Easement that she characterizes as a nonconforming structure in the setback that has been abandoned. The Borough routinely and uniformly permits culverts, pipe-bridges, and similar infrastructure used in association with lot ingress and egress to be located in the applicable setbacks. To the extent this infrastructure is visible, HARB review may be required, but this infrastructure is not considered a nonconforming use or structure.

Although the Zoning Ordinance does not apply to this matter, the Borough has encouraged ██████████ to consult with her attorneys regarding her belief that the Easement has been abandoned under applicable Pennsylvania property law, so that these arguments may be presented to the court.

Nonconforming Lots. With respect to Section 14.04(A)(1) of the current Zoning Ordinance regarding Nonconforming Lots, ██████████ did not annotate this reference in her Submissions. However, based on prior communications, the Borough has surmised she is suggesting that recognition of the Easement as legally valid will reduce the lot size of the ██████████ property and/or otherwise render the ██████████ property illegal under the Zoning Ordinance. This is not a correct understanding of either the Zoning Ordinance or Pennsylvania property law. According to the Allegheny County Real Estate Portal, the ██████████ property is comprised of 6.3903 acres, the ██████████ property is comprised of 23.4630 acres, and the ██████████ property is comprised of 8.3580 acres. Accordingly, none of these properties is a nonconforming lot under the Zoning Ordinance, and the acreage of these properties will not change if the court finds the Easement to be legally valid. Ms. Mitchell's concern that the Easement will cause her lot to become nonconforming has no basis under the Zoning Ordinance or Pennsylvania property law. If the court recognizes the Easement as legally valid, this will not in any manner reduce the lot size of the ██████████ property or the ██████████ property, nor increase the lot size of the ██████████ property. An access easement or right-of-way only grants to the recipient(s) the right to use a specified area in accordance with the terms set forth in the granting document. The size of the underlying fee interest remains the same.

Although not applicable in this situation, it should be noted that there are many lots in the A Zoning District that are smaller than five acres, and these lots are considered legally nonconforming because they pre-date enactment of the Zoning Ordinance. There also are lots

throughout the Borough that are traversed by easements, rights-of-way, and private roads, none of which are considered illegal.

Connecting Two Public Roads. [REDACTED] provided a copy of Section 6.01(C) of the Private Road, Shared Drive, and Driveway Ordinance. Her note correctly states that the then Borough Manager referenced a prior iteration of a similar section in a previous version of the Borough's Subdivision Ordinance when the Planning Commission considered [REDACTED] request for the [REDACTED] driveway in 1991. In light of the objections to the [REDACTED] Driveway raised by the Borough's Environmental Advisory Council, it is possible (but impossible to confirm) that the Borough Manager raised this provision to dissuade the Planning Commission from recommending approval of the [REDACTED] Driveway. Borough records do not show this concern being raised by the Borough Solicitor, most likely because it would not have applied to prevent the construction of the [REDACTED] Driveway. First, in 1991 the provision was in the Subdivision Ordinance, and [REDACTED] had already withdrawn his subdivision application at the time of Planning Commission consideration, so there was no Borough jurisdiction to apply this provision (or to require [REDACTED] to build a fence). Second, the [REDACTED] Driveway would have (arguably) connected [REDACTED] a private road, to [REDACTED], a public road. The [REDACTED] driveway would not have connected two public roads. In the same vein, if the court recognizes the Easement as legally valid, it will not connect two public roads. Accordingly, Section 6.01(C) does not apply to this matter. A copy of the Private Road, Shared Drive, and Driveway Ordinance is available on the Borough's website.

It should be noted that even if Section 6.01(C) were deemed to apply to this situation, it would not have the effect of eliminating or extinguishing a legally valid Easement. [REDACTED] and [REDACTED] could elect to comply with this Section by ceasing use of the [REDACTED] Driveway and instead commencing use of the Easement for ingress and egress to their property.

Land Compact. [REDACTED] provided an excerpt from the Land Compact of 1969 in her Submission of July 10, 2025. The Land Compact is a document setting forth certain restrictive covenants, signed by the owners of several properties in the Borough, and recorded in the real estate records of Allegheny County. The Land Compact is not a Borough ordinance, and the Borough has no enforcement power with respect to the Land Compact or these restrictive covenants. If the [REDACTED] property, the [REDACTED] property, and the [REDACTED] property are subject to the Land Compact, and [REDACTED] believes the Easement violates the Land Compact in some manner, she should consult with her attorneys about bringing a private enforcement action.

9 *The enclosed materials provide yet another request for the Borough to act (Transmittal letter, Submission of July 10, 2025.)*

[REDACTED] included in her Submission of July 10, 2025, a copy of a letter she sent to the Sewickley Heights Zoning Hearing Board, dated July 3, 2025, with a note stating, "Another request sent to Borough requesting action."

[REDACTED], of [REDACTED] is the solicitor for the Zoning Hearing Board. Exhibit J attached to this Memorandum is a copy of [REDACTED]'s reply to [REDACTED] dated July 29, 2025. In summary, [REDACTED]'s request to the Zoning Hearing

Board did not raise a matter over which the Zoning Hearing Board has jurisdiction under the Pennsylvania Municipalities Planning Code.

III. Application of ACRE Law

- A. ACRE Requirements. As stated in the OAG transmittal letter to the Borough and [REDACTED] dated September 5, 2025, Act 38 of 2005 (the “ACRE Law”) requires that the OAG, upon request of an agricultural owner or operator, review a local government ordinance for compliance with the ACRE Law. The ACRE Law protects farmers operating “normal agricultural operations” from “unauthorized local ordinances” that improperly restrict their activities. The ACRE Law defines a normal agricultural operation by cross-reference to the Pennsylvania Right to Farm Act. To qualify as a normal agricultural operation under the Pennsylvania Right to Farm Act, a farm must meet one of the following conditions: (i) maintain at least ten (10) contiguous acres; or (ii) if smaller than ten (10) acres, have an anticipated annual gross income of at least \$10,000. The ACRE Law defines an “unauthorized local ordinance” as one that prohibits or limits a normal agricultural operation unless the local government has authority under State law to adopt the ordinance and is not prohibited or preempted under State law from adopting the ordinance.
- B. Jurisdictional Questions. The [REDACTED] property is comprised of 6.3903 acres so falls beneath the required threshold of ten (10) acres. The Borough is not aware that [REDACTED] earns \$10,000 per year from equestrian operations on the property, and a review of her activities on the property, as described in her Submissions, indicates that no such income is generated or contemplated. [REDACTED]s Submissions also fail to identify a Borough ordinance that prohibits or limits her equestrian activities. In fact, equestrian activities are permitted as a right in the A Zoning District (as are all agricultural uses). While the Borough believes there is neither jurisdiction nor a violation under the ACRE Law and reserves all rights to assert these concerns in the future, it is submitting this response as a courtesy to both the OAG and [REDACTED].

IV. Conclusion

The Borough has communicated to [REDACTED] on several occasions that her dispute with [REDACTED] and [REDACTED] cannot be resolved by the Borough. Whether [REDACTED] and [REDACTED] have a legal right to access and use [REDACTED] pursuant to the Easement is a private matter that must be adjudicated by the court. If the court ultimately determines that the Easement is legally valid, and [REDACTED] in [REDACTED] propose to make any improvements to the Easement, then the Borough will require [REDACTED] and [REDACTED] to follow applicable Borough approval processes and meet applicable Borough ordinance requirements in the same manner as any other Borough resident proposing to improve a driveway, shared drive, or private road. However, the Borough cannot prohibit [REDACTED] and [REDACTED] from availing themselves of an Easement determined to be legally valid by the court. Doing so could be challenged as an unconstitutional taking of property rights without just compensation. As noted above, by submitting this response at the request of the OAG, the Borough is not waiving its rights to raise jurisdictional and other objections and defenses in any further or future action on this or any other matter.