

Prepared by:

Anthony J. Fitzgibbons, Esquire
279 North Zinn's Mill Road, Suite D
Lebanon, PA 17042
(717) 279-8313
tony@ajflaw.net

***RESTATED EASEMENT AGREEMENT AND BUILDING
AND USE RESTRICTIONS***

**Boyd Street Subdivision - All Lots (1, 2, 3, 4 & 5)
located in Cornwall Borough, Lebanon County, PA**

Burdened & Benefited Properties:

Lot 1

484 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2350817-341339-0000
Record Book: 2271, Starting Page 5884
Instrument No.: 202000107
12.50 Acres

Lot 2

488 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2351089-340797-0000
Record Book: 2337, Starting Page 6072
Instrument No.: 202401872
20.17 Acres

Lot 3

498 Boyd Street
Lebanon, PA 17042
12-2350871-340310-0000
Record Book: 2337, Starting Page 6076
Instrument No.: 202401873

18.78 Acres
Lot 4
496 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2350356-340473-0000
Record Book: 2337, Starting Page 6080
Instrument No.: 202401874
10.00 Acres

Lot 5
486 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2350766-341161-0000
Record Book: 2259, Starting Page 1899
Instrument No. :201902028
11.40 Acres

Instruments Revised/Superseded Hereby:

(1) *Declaration of Covenants, Conditions and Restrictions for Boyd Street Subdivision*

**Dated: March 1, 2002
Record Book 2003, Starting Page 1057
Instrument No.: 200203596;**

(2) *Access and Utility Easement Agreement – Boyd Street Lots 1, 2 & 3*

**Dated: December 1, 2004
Record Book 2055, Starting Page 9864
Instrument No.: 200428699;**

**(3) *Revised Easement Agreement and Use Restrictions – Boyd Street Subdivision –
All Lots (1, 2, 3, & 4)***

**Dated: September 1, 2006
Record Book 2087, Starting Page 6563
Instrument No.: 200618361;**

and

**(4) *Second Revised Easement Agreement and Use Restrictions –
Boyd Street Subdivision – All Lots (1, 2, 3, 4 & 5)***

**Dated: January 26, 2017
Record Book 2233, Starting Page 541
Instrument No.: 201702045**

This *Restated Easement Agreement and Building and Use Restrictions* is made the 14th day of September, 2024, by and between Anthony J. Fitzgibbons and insert names of house & lot buyers, with reference to the following Background.

BACKGROUND:

WHEREAS, a portion of the property formerly identified in the Lebanon County, PA, Tax Assessment Office as parcel number 12-020-503 was originally subdivided by Sheridan Corporation by way of that certain *Final Subdivision Plan*, prepared by Steckbeck Engineering & Surveying, Inc., recorded in Plan Book 52, Page 59 (the “Initial Subdivision Plan”); and

WHEREAS, Anthony J. Fitzgibbons has become, thorough a variety of Deeds, the owner of all the five (5) lots created from the Initial Subdivision Plan, all of which are identified above and are sometimes referred to herein individually as a “Lot” and collectively, as the “Lots”; and

WHEREAS, three of the Lots, namely, Lots 2, 3 and 4, had their boundaries adjusted by way of that certain Final Lot Addition Plan for Anthony J. Fitzgibbons & 488 Boyd Street, LLC, prepared by Clark Surveying & Engineering, LLC, dated January 3, 2004, and recorded on January 19, 2024, in Plan Book 105, Starting Page 158, Instrument No.: 202400685 (the “Revised Subdivision Plan”); and

WHEREAS, in accordance with the Revised Subdivision Plan, all the Lots have ingress, egress and utility access to Boyd Street, as well as utility access, via that certain shared driveway depicted on the Revised Subdivision Plan; and

WHEREAS, Anthony J. Fitzgibbons is selling the Lots and desires to create access and utility easements, as well as impose limited building and use restrictions on the Lots, all to help ensure the use and enjoyment of the Lots by their purchases, their successors, heirs and assigns.

NOW, THEREFORE, The parties hereto, intending to be legally bound hereby, agree, grant, bargain, sell, and by these presents do agree, grant, bargain and sell, each unto the other, their respective successors, heirs and assigns, as follows:

1. **Removal of Existing Easements and Deed/Use Restrictions.** All the existing easements and deed and use restrictions burdening all the Lots are hereby removed and replaced with the easements and building and use restrictions set forth herein including, without limitation, all those contained or stated in:
 - A. *Declaration of Covenants, Conditions and Restrictions for Boyd Street Subdivision*, dated: March 1, 2002, Record Book 2003, Starting Page 1057, Instrument No.: 200203596;

- B. *Access and Utility Easement Agreement – Boyd Street Lots 1, 2 & 3*, dated: December 1, 2004, Record Book 2055, Starting Page 9864, Instrument No.: 200428699;
- C. *Revised Easement Agreement and Use Restrictions – Boyd Street Subdivision - All Lots (1, 2, 3, & 4)*, dated: September 1, 2006, Record Book 2087, Starting Page 6563, Instrument No.: 200618361; and
- D. *Second Revised Easement Agreement and Use Restrictions – Boyd Street Subdivision – All Lots (1, 2, 3, 4 & 5)*, dated: January 26, 2017, Record Book 2233, Starting Page 541, Instrument No.: 201702045.

The foregoing are referred to herein, collectively, as the “Superseded Instruments.”

2. **Creation of Access & Utility Easements.** The undersigned hereby grant, bargain and convey each to the other, their heirs, successors and assigns:

- A. **Access.** The free and uninterrupted use, liberty and privilege of, and passage in and along the Access & Utility Easement detailed on Exhibit “A” (*i.e.*, page 5 of the Revised Subdivision Plan) for purposes of ingress, egress and regress from Boyd Street to all Lots. These rights and privileges include a temporary easement during the periods of construction, reconstruction and repair, of sufficient width to accommodate all necessary or desirable equipment and activities incidental thereto.
- B. **Access Control & Surveillance.** The free and uninterrupted use, liberty and privilege of installing, repairing, maintaining and replacing the gated access structure, access controls, surveillance equipment and attached lights in and along the Access & Utility Easement.
- C. **Utilities.** The free and uninterrupted use, liberty and privilege of installing, repairing, maintaining and replacing water, sewer, gas, electric, telephone and cable television lines and related appurtenances on, under and through the Access & Utility Easement to and for the benefit of all Lots. including a temporary easement during the period of construction, reconstruction or repair, of sufficient width to accommodate all necessary or desirable equipment and activities incidental thereto
- D. **Storm Water Management.** The free and uninterrupted use, liberty and privilege of installing, repairing, maintaining and replacing the storm water management facilities on, under and through the Access & Utility Easement to and for the benefit of all Lots, including a temporary easement during the period of construction, reconstruction or repair, of sufficient width to accommodate all necessary or desirable equipment and activities incidental thereto. These rights and privileges shall extend to any storm water management facilities that are subsequently required by the Commonwealth of Pennsylvania, Dauphin County or Cornwall Borough in connection with the Pennsylvania Department of

Environmental Protection's ("PADEP") Municipal Separate Storm Sewer (MS4) Program, or similar federal or state program. Any storm water management facilities collecting water from only one Lot, shall be maintained by that Lot owner; all storm water management facilities collecting water from more than one Lot shall be a collective expense of all Lot owners.

- E. **Lot 4 Access Easement Across Lot 3 to State Game Lands.** A pedestrian easement is hereby established along the entire southern boundary of Lot 3, from its intersection with Lot 4 to Pennsylvania State Game Lands 156, twenty-five feet (25') in width, in favor of Lot 4, for the purpose of allowing non-vehicular, pedestrian access only to Pennsylvania State Game Lands 156. Pedestrians, including licensed hunters, dogs and legally harvested game may be moved through this easement area consistent with Pennsylvania Game Commission rules and regulations. This pedestrian easement is for the owner of Lot 4, his or her guests or invitees only; it is not for any other person or party, including the general public and may be used for general recreation in addition to hunting.
- F. **Timbering Easement.** Until December 31, 2024, an easement is created across all Lots to allow for the removal of timber. This easement shall expire at midnight, prevailing time, on December 31, 2024.

3. **Obligations with Regard to Easements.** The foregoing easements are all under and subject to the obligations and agreements on the part of the Lot owners to:

- A. With regard to Lots 3 and 4, the owners of Lots 3 and 4 shall pave the portion of the existing stoned access drive within the Easement Area on their respective Lots in a manner consistent with the existing paving at the time they construct a single family dwelling on them, at their sole cost and expense.
- B. To contribute one fifth ($\frac{1}{5}$) of all costs incurred in maintaining, mending or repairing the entire easement area, including the asphalt drive, gated access structure, access controls and surveillance equipment, lights, and storm water management facilities contained therein, used for vehicular access and utility provision to the Lots, as depicted in Exhibit "A", as well as the 15" pipe under the driveway, and the swale along Boyd Street that crosses from the proposed driveway 290 linear feet to the existing fifteen inch CMP pipe that crosses under Boyd Street. This obligation shall include, without limitation, all costs incurred in removing snow and other routine maintenance, such as repairing potholes and other dangerous conditions, or the restoration or repair of damage due to explosion, accident or natural disaster ("Maintenance").
- C. To contribute one fifth ($\frac{1}{5}$) of all costs incurred in the widening, overlaying, reclaiming, repaving or other significant voluntary

reconstruction or improvement of the bed and surface of the entire easement used for vehicular access to the Lots, including the asphalt drive, gated access structure, access controls and surveillance equipment, lights, and storm water management facilities contained therein, as well as the 15" pipe under the driveway, and the swale along Boyd Street that crosses from the proposed driveway 290 linear feet to the existing fifteen inch CMP pipe that crosses under Boyd Street ("Reconstruction").

- D. In the absence of unanimous agreement, the Lot owners, by majority vote, shall select the person or company to perform all Maintenance and/or Reconstruction.
- E. No Reconstruction shall be performed or undertaken without the express, written consent of four (4) of the five (5) Lots. The cost of installing and maintaining utilities shall be the responsibility of the owner whose lot is served by the utilities.
- F. In determining whether the required voting thresholds have been achieved, any party entitled to vote who abstains shall be counted as "no" vote.

4. Building Requirements.

- A. No buildings or other structures shall be constructed, erected, maintained, used or altered to be used upon any part of any Lot for any purpose other than that of a single-family dwelling unit. No structure shall exceed two and one-half (2½) stories or thirty-five feet (35') in height, as measured on the elevation of the structure from the grade on which the structure faces the street frontage.
- B. A private garage, not to exceed four cars or forty feet (40') in width, may be built on any Lot, so long as it is attached to and made part of the dwelling unit. Any garage shall be of compatible design and construction of the dwelling unit and shall not precede the construction of the dwelling unit. All garages are to be side or rear entered. No carports are permitted.
- C. No dwelling unit constructed on a Lot may provide for less than two thousand five hundred (2,500) square feet of interior floor area. The computation of this floor area shall not include basements, garages, attics, porches, breezeways and the like.
- D. All exterior walls of all buildings must be of natural building material. Roof pitch must be a minimum of six inches (6") per foot (1').

5. Land Use.

- A.** No Lot may be subdivided into additional building lot(s) at any time. The term “subdivision” shall not include lot annexations or additions, or the granting of easements provided they do not result in the creation of any additional building lot(s), either on the land comprising the Lots or property or properties accessed through it.
- B.** No Lot may construct separate access to Boyd Street for vehicular use, including parking areas along Boyd Street.
- C.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding or other vehicle shall be used on any Lot at any time as a dwelling unit, either temporarily or permanently.
- D.** Outside wood boilers are prohibited.
- E.** No vegetation shall be permitted to overhang or encroach onto the Easement Area that is less than twelve feet from the ground at its closest point.
- F.** All exterior lighting shall be constructed and installed such that it does not directly illuminate any neighboring Lots. Exterior lights shall not be directed towards adjacent homes. Free standing lights over twelve feet (12’) in height are prohibited.
- G.** Driveways shall be paved within ninety (90) days of the first occupancy of the dwelling unit. All driveways shall be of bituminous surface.
- H.** Unless required by the U.S. Postal Service, no mailboxes, or other package delivery receptacles, are permitted anywhere within the Easement Area absent the unanimous consent of all the Lot owners, as evidenced by a recorded instrument. Lot owners are encouraged to obtain P.O. Boxes at the Cornwall Post Office. If required by the U.S. Postal Service, all mailbox posts and entry pillars shall be of masonry construction, with minimum dimensions of 20 inches in width, 24 inches in depth, and 52 inches in height, and facing of natural materials in keeping with the design and construction of the dwelling unit.
- I.** No recreational vehicles, trailers, boats, flatbeds, business trucks or motorcycles shall be parked on any part of any Lot except those vehicles temporarily on such Lot for purposes of servicing such Lot and/or the structures thereon, except those vehicles parked in an enclosed garage. The use of outside storage of snowmobiles, mini-bikes and all other off-road or motorized vehicles, whether licensed or unlicensed, is prohibited.
- J.** Dish-type satellite reception antennas over twenty-one inches (21”) in diameter, independent antenna towers, and short-wave wire-type antennas are prohibited.

- K.** Lots which have been sold, but have not been developed, shall be maintained by the individual Lot Owner in a condition substantially similar to unsold and developed Lots. No weeds or obnoxious usages shall be allowed on these Lots.
- L.** There shall be no billboards or any objectionable structure erected or maintained upon any Lot. However, this does not exclude the use of customary small residential signs for identification, not exceeding two (2) square feet in size, and temporary real estate signs not exceeding six (6) square feet. No man-made item or structure shall be placed, erected or maintained on any Lot if any portion of it is in excess of thirty-five (35) feet above grade.
- M.** Garbage, rubbish and trash are to be picked up on a weekly basis by an appropriate trash collection enterprise, and may not be burned, buried or otherwise disposed of on any Lot at any time.
- N.** No junked or abandoned automobiles shall be kept on any Lot. An automobile or other vehicle shall be considered “abandoned” if it does not have a valid, current State Registration plate and inspection sticker.
- O.** Parking of any vehicles, as well as the placement of any items such as trailers and dumpsters, within the Easement Area is prohibited, with the exception of special events and occasions, such as weddings and birthday parties, provided any such parking does not exceed twelve (12) hours. All vehicles utilizing the Easement Area must be properly licensed, registered and insured. All persons operating a vehicle utilized within the Easement Area must be licensed and insured.
- P.** Each individual Lot Owner shall be solely responsible for and shall pay the cost to repair any and all damage caused to any improvements within the Easement Area by or as a result of the acts of such Owner, or individuals acting for or on his or her behalf, during the construction of a dwelling house on his or her Lot, as well as for the cleaning of mud, dirt or debris deposited or tracked onto or into the Easement Area from his or her lot as a result of such construction, or of any additional development, landscaping, maintenance or repair occurring on his or her Lot. Such cleaning shall be performed promptly, and on a daily basis, as needed.
- Q.** If necessary for refuse collection, plastic trash containers with lids may be placed within the Easement Area provided they are put out and removed within twelve (12) hours of the scheduled pick-up time by a licensed hauler.

TO HAVE AND TO HOLD all and singular the privileges aforesaid to the benefited parties and properties, their heirs, successors and assigns forever.

THE PARTIES FURTHER COVENANT AND AGREE that should any of them be in default of their obligations, limitations, covenants or agreements hereunder, the then owners of all benefited Lots (1, 2, 3, 4 and 5), shall be entitled to enforce said obligations or limitations in

any court of competent jurisdiction, in which event the breaching party shall be obligated to pay all of prevailing party's costs and expenses incurred in connection therewith, including, without limitation, court costs and actual attorney's fees.

COVENANT TO HOLD HARMLESS - CORNWALL BOROUGH. In the event of litigation concerning the easements created hereby, the parties hereto covenant and agree not to sue or cause Cornwall Borough to become a party to said litigation. Cornwall Borough shall constitute an intended third party beneficiary of this provision. In the event Cornwall Borough becomes a party to any such litigation, the parties hereto shall hold Cornwall Borough harmless from all loss, cost and/or expense incurred in investigating and/or defending the matter, including, without limitation, actual engineering, surveying and attorneys' fees, costs and expenses.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first written above.

ANTHONY J. FITZGIBBONS

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF LEBANON

:

On this 14th day of September, 2024, before me, a Notary Public, the undersigned officer, personally appeared Anthony J. Fitzgibbons, adult individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and desired the same might be recorded as such.

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

Notary Public _____

Record & Return to:

Anthony J. Fitzgibbons, Esquire
279 North Zinn's Mill Road, Suite D
Lebanon, PA 17042



CSE ENGINEERING LLC
 184111th Avenue, Suite 2, Harrisburg, PA 17105
 Phone: 610.652.2488 Fax: 610.652.1527
 Website: www.cse018.com

CONSULTANTS:

FINAL LOT ADDITION PLAN
 FOR
ANTHONY J FITZGIBBONS & 488 BOYD ST. LLC
 LOCATED IN
CORNWALL BOROUGH
 LEBANON COUNTY, PENNSYLVANIA

FINAL PLAN	
FILE NAME:	ANTHONY FITZGIBBONS
DATE:	03/23/2024
DRAWN BY:	MM
CHECKED BY:	MM
DESIGNED BY:	MM
REVISIONS:	
DATE:	
PROJECT NUMBER:	24000-0011

OVERALL PROPOSED LOT LAYOUT AND EASEMENT PLAN

5

DWG 5.015

LEGEND

EXISTING FEATURES

- EXISTING ADJOURNER LINE
- EXISTING BOUNDARY LINE
- EXISTING SETBACK LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING FENCE
- EXISTING SEWER
- EXISTING STORMWATER
- EXISTING WATERLINE
- EXISTING GASLINE
- EXISTING SIDEWALK/CONCRETE
- EXISTING CONTOURS
- EXISTING REELECTRIFICATION
- EXISTING TOWNSHIP BOUNDARY
- EXISTING ZONING LINE
- EXISTING SOILS
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING ACCESS/EASEMENT (RECORDED)
- EXISTING DRAINAGE EASEMENTS

PROPOSED FEATURES

- PROPOSED BOUNDARY LINE
- PROPOSED SETBACK LINES
- PROPOSED ACCESS/UTILITY EASEMENTS

GRAPHIC SCALE
 1 inch = 100 ft.

EXISTING EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH (FT)
L1	N 69°33'57" E	71.21
L2	S 02°57'46" E	617.53
L3	S 10°57'42" E	197.25
L4	S 20°52'09" W	133.52
L5	S 03°27'27" E	133.67
L6	S 43°52'42" E	133.57
L7	S 89°03'02" E	136.70
L8	S 89°03'02" E	136.70
L9	N 89°03'02" E	136.70
L10	S 74°12'42" E	48.25
L11	S 62°25'47" W	158.35
L12	S 79°25'16" W	50.13

EXISTING EASEMENT CURVE TABLE

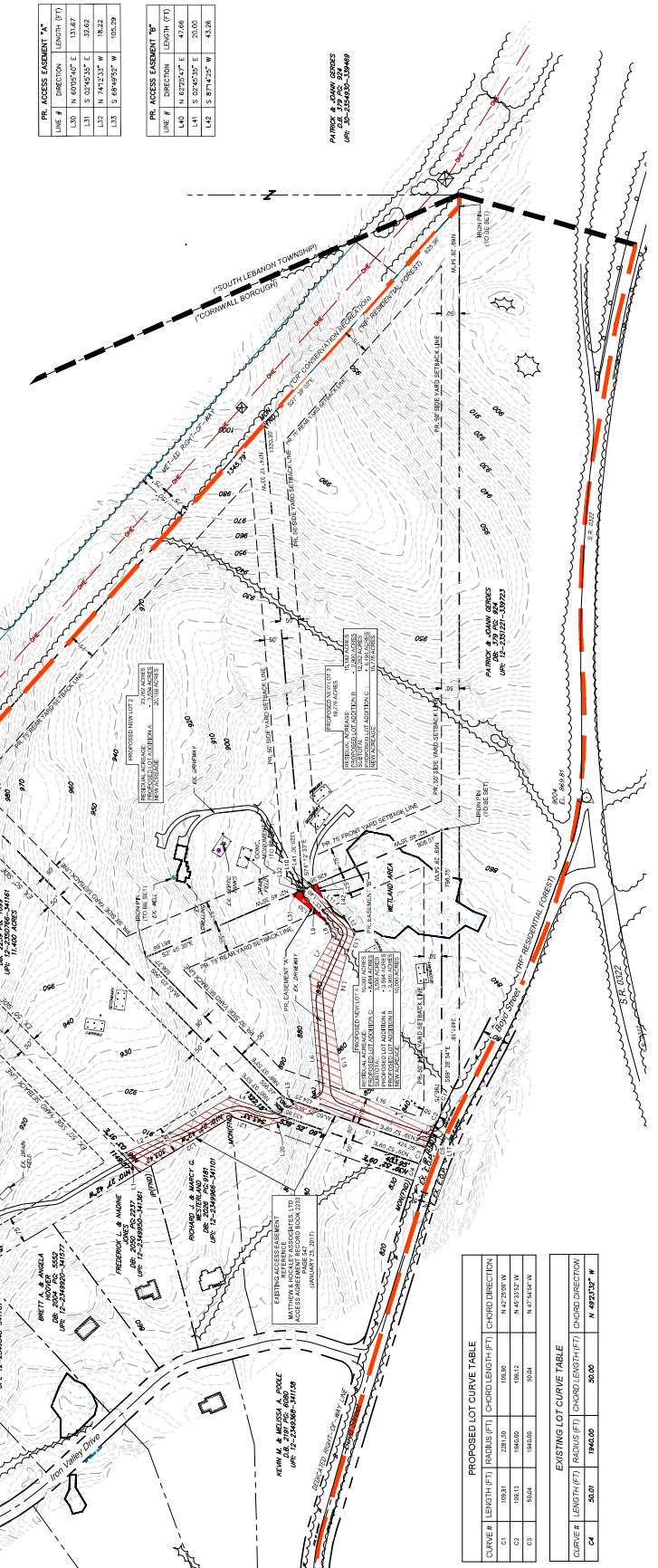
CURVE #	LENGTH (FT)	RADIUS (FT)	CHORD LENGTH (FT)	CHORD DIRECTION
C1	178.78	1745.00	26.73	N 46°02'47" W

PROPOSED LOT CURVE TABLE

CURVE #	LENGTH (FT)	RADIUS (FT)	CHORD DIRECTION	
C1	199.81	2381.00	109.90	N 42°23'07" W
C2	196.13	1940.00	106.12	N 45°23'32" W
C3	50.84	1940.00	10.84	N 47°54'14" W

EXISTING LOT CURVE TABLE

CURVE #	LENGTH (FT)	RADIUS (FT)	CHORD DIRECTION	
C4	50.81	1940.00	50.00	N 49°23'32" W



PROPOSED LOT CURVE TABLE

CURVE #	LENGTH (FT)	RADIUS (FT)	CHORD DIRECTION	
C1	199.81	2381.00	109.90	N 42°23'07" W
C2	196.13	1940.00	106.12	N 45°23'32" W
C3	50.84	1940.00	10.84	N 47°54'14" W

EXISTING LOT CURVE TABLE

CURVE #	LENGTH (FT)	RADIUS (FT)	CHORD DIRECTION	
C4	50.81	1940.00	50.00	N 49°23'32" W

Gated Access:

All five (5) Boyd Street properties have access through the gate on Boyd Street. The gate has a camera system through which it can be monitored. Each owner will have openers for their vehicles. Each owner will have the ability to open the gate remotely. Each owner will be able to have keypad combinations of their choice. Each owner will contribute one-fifth of the cost of maintaining the access control system. Annual costs are anticipated not to exceed \$1,200.00, and include the cost of electric and cable service, along with routine maintenance (not replacement of damaged equipment).

Vehicle openers cost approximately: \$50.00 each. Keypad combination and smartphone setup will cost \$250.00 per property.

The access controls, and annual maintenance, are contracted through Richard Fitzgibbons of Fitz Security Company, 2 Pershing Avenue, Lebanon, PA 17042 (717) 272-5020; rmfitz@fitzsecurity.net.

The mechanical gate opener and keypad were installed and are maintained by Earl Weaver Contractors, LLC, 540 Union Road, Lebanon, PA 17046 (717) 821-1010 – Delmas Gehman, Manager (<https://earlweaver.com/>).

FOREST MANAGEMENT

The timber on the entirety of the properties being sold has been professionally managed by Jeff Eason, principal of Woods & Wildlife Forestry Consultants, 1829 Lindsey Lane, Dauphin, PA 17018 (717.921.0170) (<https://woodsnwildlife.com>).

The forest has been managed to provide the best possible habitat for deer, turkeys and other wildlife. The timber was partially harvested in 2008 and again, fully, in 2011.

The timber is currently marked for harvest (blue dots), which is to be by the end of this calendar year (2024).

Any house or lot buyer who wishes to retain the timber may do so by paying \$2,000.00 per acre.



BOROUGH OF CORNWALL

44 Rexmont Road
Lebanon, Pennsylvania 17042
Phone (717) 274-3436 Fax (717) 450-5150
Website: www.cornwall-pa.com

June 24, 2024

TO WHOM IT MAY CONCERN:

I am the Zoning Officer for Cornwall Borough, Lebanon County, PA. I am familiar with and have either designed or reviewed the subdivision and land development plans for all the six (6) parcels owned by Anthony J. Fitzgibbons. These six (6) parcels are as follows:

Boyd Street Subdivision (two lots with existing houses/three vacant lots):

Lot 1 (improved with single family residence)

484 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2350817-341339-0000
Record Book: 2271, Starting Page 5884
Instrument No.: 202000107
12.50 Acres

Lot 2 (improved with single family residence)

488 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2351089-340797-0000
Record Book: 2337, Starting Page 6072
Instrument No.: 202401872
20.17 Acres

Lot 3 (vacant land)

498 Boyd Street
Lebanon, PA 17042
12-2350871-340310-0000
Record Book: 2337, Starting Page 6076
Instrument No.: 202401873
18.78 Acres

Direct Contact Information: Cornwall Borough Zoning Officer
cornwallboro.zoningofficer@gmail.com
(717) 269-1530

Lot 4 (vacant land)

**496 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2350356-340473-0000
Record Book: 2337, Starting Page 6080
Instrument No.: 202401874
10.00 Acres**

Lot 5 (vacant land)

**486 Boyd Street
Lebanon, PA 17042
GIS Parcel: 12-2350766-341161-0000
Record Book: 2259, Starting Page 1899
Instrument No. :201902028
11.40 Acres**

All of these five (5) Boyd Streets Lots are fully engineered and are immediately ready for construction of single family residences. There is no need for any form of municipal approval other than application for a Zoning Permit from me, the Cornwall Borough Zoning Officer, followed by application for a U.C.C. building permit from Commonwealth Code in Manheim, PA. Building permits are typically applied for and obtained by the contractor doing the construction. Today, typical costs for single lot land development approvals in Lebanon County, PA, are approximately \$25,000.00 and take four (4) to six (6) months. Storm Water management is often in excess of \$75,000 per lot. The driveway serving the single family home on Lot 1 (484 Boyd Street) would likely cost at least \$250,000.00 to design, permit and build today.

The same explanation of the already approved status of the five (5) Boyd Street subdivision lots also applies to this Iron Valley Estates - Phase 1 lot.

Iron Valley Drive, Phase 1 (one lot – vacant land)

**114 Iron Valley Drive
Lebanon, PA 17042
GIS Parcel: 12-2350529-342245-0000
Record Book: 2259, Starting Page 1895
Instrument No.: 201902027
13.03 Acres**

This Iron Valley Drive Lot, same as with all five (5) of the Boyd Street Lots, is fully engineered and is immediately ready for construction of a single family residence. There is no need for any form of municipal approval other than application for a Zoning Permit from me, the Cornwall Borough Zoning Officer, followed by application for a U.C.C. building permit from Commonwealth Code in Manheim, PA. Building permits are typically applied for and obtained by the contractor doing the construction. Today, typical costs for single lot land development approvals in Lebanon County, PA, are approximately \$25,000.00 and take four (4) to six (6) months. Storm Water management is often in excess of \$75,000 for each lot. The driveway serving Lot 3 would likely cost in excess of \$100,000.00 to design, permit and build today.

All storm water management facilities are fully constructed, inspected and approved. The downspouts from roof drains will need to drain back into the ground. This does not require engineering effort. Customarily, the contractor doing the construction designs the downspouts to run into small holding trenches, often referred to as “rain gardens,” which allow the water to drain back into the ground.

All the properties are in Cornwall Borough, Lebanon County, PA and all are zoned RF – Residential Forest. Horses may be kept on all the Lots but this does require zoning approval, which must be given provided the horses are properly maintained and manure and other potential negative impacts are addressed. The following links, respectively, are to the Cornwall Borough website and Zoning Ordinance.

<https://www.cornwall-pa.com/>

<https://ecode360.com/42310604#42310604>

Any questions regarding Zoning issues may be directed to me via email cornwallboro.zoningofficer@gmail.com; or by telephone (717) 269-1530; or by US Postal Service at the address set forth above.

Officially Issued By:

J. D. Steckbeck

Jeffrey D. Steckbeck

Zoning and Code Enforcement Officer