

Court of Common Pleas of Lancaster County  
**Civil Action - Law**

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Caldwell, Heckles & Egan, Inc. v. 240 North Plum, LLC  
Mechanics' Lien Law – Condominium Law

Where plaintiff files one lien against multiple condominium units, apportionment of lien must occur during proceedings to enforce lien and before lien is released.

OPINION BY: BROWN, L., OCTOBER 24, 2022. Caldwell, Heckles & Egan, Inc. v. 240 North Plum, LLC and Tobacco Avenue, LLC. No. 2020-01122.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

AND NOW, on this 24<sup>th</sup> day of October, 2022, after a bench trial on August 2, 2022, and after considering the parties' post-trial submissions, the court finds that the property parcels at issue form all or part of a single business or residential plant and that the mechanics' lien, while appropriately filed in an unallocated amount, must be allocated among the parcels during this court proceeding wherein plaintiff seeks to enforce the lien.

**I. FINDINGS OF FACT**

1. This mechanics' lien action involves a construction project with the goal of the planned readaptation of an old, rundown warehouse into corporate offices, upscale apartments, and a trendy restaurant. (Stipulation ¶ 1).<sup>1</sup>
2. In February 2015, Tobacco Avenue, LLC purchased three parcels located at the corner of East Walnut Street and North Plum Street in the City of Lancaster, Lancaster County, Pennsylvania to further the purpose of the construction project ("the Properties"). (P-1, 7-8; N.T. 7-9).
3. The project owner submitted plans to the City of Lancaster and obtained approval in May 2018 to renovate and construct four buildings as well as all related infrastructure on the three parcels. (P-2, P-8, P-9, P-10; N.T. 8-10).
4. Under the plans, existing buildings known as Buildings 1, 2, and 4 would be renovated. (See P-2 at sheet 5). A new building known as Building 5 would also be constructed, and an existing building known as Building 3 would be demolished. (*Id.*; N.T. 9).
5. The owner intended to create a condominium consisting of three units with shared common elements. (N.T. 10-11; P-2).
6. Four buildings were planned to be renovated or constructed upon the Properties. (N.T. 10-12, 23-25; P-7, P-3).
7. On May 16, 2018, Tobacco Avenue, LLC formed the Tobacco Avenue Condominium (the "Condominium") on the three parcels by executing a Declaration of Condominium as Instrument Number 6397769 in the Office of the Recorder of Deeds of Lancaster Coun-

<sup>1</sup> The "Stipulation" refers to the Stipulation filed with the court on July 27, 2022.

ty, Pennsylvania. (P-7; N.T. 23–25).

8. The Properties comprising the Condominium and subject to the mechanics' lien in this action are the following three units:
  - a. Lancaster County Tax Parcel No. 336-89737-1-0001, owned by 240 North Plum, LLC, which is known as **Unit 1** of the Condominium, along with its proportionate interest in the Common Elements of the Condominium;
  - b. Lancaster County Tax Parcel No. 336-89737-1-0002, owned by Tobacco Avenue, LLC, which is known as **Unit 2** of the Condominium, along with its proportionate interest in the Common Elements of the Condominium; and
  - c. Lancaster County Tax Parcel No. 336-89737-1-0003, owned by Tobacco Avenue, LLC, which is known as **Unit 3** of the Condominium, along with its proportionate interest in the Common Elements of the Condominium.

(Stipulation ¶¶ 2a–c, 3–4).

9. Each of the three condominium units has a one-third interest in the entire condominium. (P-7; N.T. 23–25).
10. Also, on May 16, 2018 (the same date the Declaration of Condominium was filed), Tobacco Avenue, LLC transferred Unit 1 to 240 North Plum Street, LLC. (N.T. 57).
11. 240 North Plum, LLC and Tobacco Avenue, LLC, the owners of the three parcels, hired Caldwell, Heckles & Egan, Inc. (“CH&E”), a company owned by Peter Egan, to perform the erection and construction work; CH&E is a “contractor” as defined by the Mechanics' Lien Law. 49 P.S. §1201(4).
12. Defendants submitted an exhibit depicting the three Units and common area in color. Unit 1 is in yellow, Unit 2 is in pink, Unit 3 is in green, and the common area is in blue. (Exhibit D-22).
13. The three Unit lots shown on the Land Development Plan share the common area. All work in the common area benefited all three Units. (N.T. 10).
14. Peter Egan's brother Patrick Egan was to get Buildings 1 and 2 on the Land Development Plan, and Peter was to get Buildings 4 and 5. (N.T. 51; P-2 at sheet 5).
15. The Egan brothers' plans for the Properties were depicted on the Land Development Plan. (N.T. 52). The approved land development and construction plan called for the construction of four buildings on the Properties. It called for a building referred to as Building 1 to be occupied by Security Partners, a company owned by Patrick Egan, upon completion of construction (“Building 1”). Patrick Egan also owns Tobacco Avenue, LLC and 240 North Plum, LLC. The plan also called for the construction of a five-story apartment building (“Building 5”) as well as a restaurant with shops (“Buildings 2 and 4”). (P-3; N.T. 5–6, 10–12).
16. While the Egan brothers' plans were shown on the single Land Development Plan, each brother was separately paying the building expenses for the buildings they were developing. (N.T. 52)

17. Peter Egan was paying his own development costs and marketing fees, and Patrick Egan was paying his own. (N.T. 52)
18. The Egan brothers' development of the Property was to be done on each brother's schedule. There was no schedule. There was no agreement between them requiring the three Units to be developed at the same time. (N.T. 74–75).
19. On May 16, 2018, CH&E executed three contracts to perform the erection and construction work on the Properties at the Condominium.
20. On May 16, 2018, CH&E executed a contract relating to Building 1 with 240 North Plum, LLC for \$3,760,000. (P-4; N.T. 15, 33–34).
21. On May 16, 2018, CH&E executed two site work contracts, one between CH&E and Tobacco Avenue, LLC for \$607,668, and another between CH&E and 240 North Plum, LLC for \$303,834. (P-5, P-6; N.T. 15–17, 19–23).
22. Renovations to the building on Unit 1 were financed by a construction loan with People's Bank. (N.T. 75).
23. Financing for Buildings 2 and 5 was to be arranged with LinkBank. (N.T. 75).
24. The two site work contracts represented an allocation of a single subcontractor bid from D.H. Funk to CH&E to do all the site work at the Properties. (N.T. 59).
25. CH&E broke down D.H. Funk's bid into the stipulated sum contracts of \$303,834.00 and \$607,668.00, respectively. (N.T. 59).
26. CH&E submitted separate payment applications for each contract for the site work according to the General Conditions. (N.T. 60).
27. CH&E administered the contracts separately. (N.T. 60).
28. CH&E submitted separate bills to Tobacco Avenue, LLC for each contract. (N.T. 60–61).
29. When CH&E was paid for its work, it kept the funds segregated between the contracts. (N.T. 61) To the extent that CH&E worked with other subcontractors, it followed the same billing and accounts receivable protocols. It sent specific bills to each contracting party for the work that was done under each contract and segregated the funds when it received payment. (N.T. 61).
30. For each of its subcontractors, CH&E submitted a bill to Tobacco Avenue, LLC or 240 North Plum according to the contracted scope of work performed in the payment cycle, and when paid, it kept the funds segregated between the contracts. (N.T. 61).
31. The Tobacco Avenue, LLC account was managed by CH&E's accountant, John Renninger, until Peter Egan assigned his membership interests to Patrick. (N.T. 76).
32. CH&E completed its work on the Properties under the three contracts on December 11, 2019. (Stipulation at ¶7).
33. As of August 8, 2019, when CH&E's work was winding down on the project, Peter Egan emailed his brother Patrick with the allocation of balances due on the three contracts:
  - a. Balance due on Building 1: \$1,839,319.80;

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- b. Balance due on the Building 1 site work contract: \$292,032.17;
  - c. Balance on the Tobacco Avenue site work: \$426,111.73. (Exhibit D-13).
34. CH&E filed a *Complaint to Obtain Judgment Upon Mechanics' Lien Claim* on March 21, 2021. (Stipulation ¶ 10).
  35. The process to obtain judgment on a mechanics' lien claim is governed by Section 1701 of the Mechanics' Lien Law, *Procedure to Obtain Judgment*. 49 P.S. § 1701(a)–(c) (emphasis added). Section 1701 is a procedure to obtain judgment on a mechanics' lien.
  36. The parties agree that CH&E provided \$2,677,234.66 in labor and materials to the Properties under the contracts for which it has not been paid is. (Stipulation ¶ 16).
  37. The parties agree that CH&E has a valid mechanics' lien claim. (Stipulation ¶ 12).
  38. The parties agree that CH&E is entitled to judgment on its mechanics' lien in the amount of \$2,677,234.66 subject to this court's determination of the defendants' entitlement, if any, to a setoff in the amount of \$286,000. (Stipulation ¶ 16).
  39. At the conclusion of the trial, the defendants stated to the court that they are not pursuing the setoff, so the parties agreed that CH&E is entitled to judgment on its mechanics' lien in the amount of \$2,677,234.66. (N.T. 86–87).
  40. CH&E is therefore entitled to judgment on its mechanics' lien claim in the amount of \$2,677,234.66 as apportioned during this proceeding.
  41. The lender that provided financing for the construction, People's Bank, required separate contracts for site work. (N.T. 19, 75–76).
  42. CH&E began visible construction work upon the ground at the Properties on February 28, 2018, performing abatement of lead and arsenic dust even before the contracts were signed on May 16, 2018. (N.T. 26–28; P-11, P-13, P-20).
  43. After the abatement work was performed, CH&E began excavation and demolition work on May 30, 2018 by demolishing an existing building at the property known as Building 3, which had to be demolished to complete the parking lot. (P-14; N.T. 31–32).
  44. The \$3,760,000 Contract between CH&E and 240 North Plum, LLC referred to Building 1, which was the building that would be renovated and occupied by Security Partners upon completion. (N.T. 11, 73).
  45. Some of the work that CH&E performed under the \$3,760,000 Contract provided benefits to all three Properties, not just to Parcel No. 336-89737-1-0001 where Building 1 itself was located. (N.T. 33–39).
  46. Six-inch fire suppression piping was installed in Building 1 under the \$3,760,000 Contract so that it could provide water for the fire suppression systems in Buildings 2, 4, and 5 that were necessary for the buildings to be lawfully occupied. (N.T. 39, 43–44; P-15).
  47. Four-inch water pipes were installed in Building 1 under the

- \$3,760,000 Contract to supply water to Buildings 2, 4, and 5 on the other parcels. (*Id.*).
48. Under the \$3,760,000 Contract, CH&E installed a generator and oversized conduits in Building 1 that were wired to provide backup power to Buildings 2, 4, and 5 (N.T. 36–39; P-15).
  49. The electrical panel and the fire alarm installed in Building 1 under the \$3,760,000 Contract were configured to provide electrical power to the fire alarm systems in Buildings 2, 4, and 5. (N.T. 35–37; P-15).
  50. The electrical service provided by the electrical utility provider entered Building 1 from the adjacent street, exited the building and traveled to an electrical vault beneath the parking lot on the common area. From there, electrical wires and conduits were distributed to Buildings 2, 4, and 5. (N.T. 34–39, 43–44, 86; P-15, P-16).
  51. The \$3,760,000 Contract included installation of the main electrical switchgear, power service locations, and all the site lighting subpanels, which enabled electric service on all three parcels to be controlled from the electrical room. (N.T. 37; P-15).
  52. Electrical wiring, water piping, and fire suppression piping installed in Building 1 under the \$3,760,000 Contract traveled from Building 1 to the locations where Buildings 2 and 5 were to be constructed. (N.T. 39; P-15).
  53. Peter Egan explained that Building 1 was the “hub” for the electrical, mechanical, fire alarm, and water distribution systems, meaning that it was the center of the electrical and mechanical activity for the development and connected the systems to the other buildings and units. (N.T. 34).
  54. The mechanical room located in Building 1 was the subject of a Mechanical Room Easement and is described as follows:

Unit 1 will contain a mechanical room which houses the main water service for the overall project including, both domestic, water and fire lines. All of those lines will enter this mechanical room which will have valves and back-flow prevention devices as well as the fire pump for the sprinkler system serving Unit 1 as well as Units 2 and 3 all of which will be Units in the Condominium.

(Mechanical Room Easement at p. 1).
  55. Despite being part of Unit 1, the mechanical room itself as well as all underground pipes, conduits, and facilities servicing or connecting to the mechanical room are part of the Common Elements of the Condominium. (Mechanical Room Easement at ¶ 1; P-7 § 2.1(b)).
  56. In addition to the \$3,760,000 Contract, CH&E also performed the site work at the Properties under two contracts, one for \$303,834 and another for \$607,668. (P-4, P-5, P-6).
  57. The subcontractor that CH&E hired to perform the site work submitted one Proposal, one Scope of Work, and one set of payment

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- applications that did not separate out the work performed on the various parcels because dividing the work between and among the three parcels was not possible. (P-22; N.T. 19–23, 39–41).
58. The site work performed under both site work contracts benefitted all three parcels and was indivisible. (P-16; N.T. 41–48).
  59. For example, the underground stormwater piping and stormwater management facilities were installed on all three parcels beneath the parking lot. (P-16; N.T. 41–42, 62).
  60. The complex system of underground stormwater piping installed on all three parcels captures the stormwater and allows it to infiltrate back into the ground so that it does not enter the City’s stormwater system. (*Id.*).
  61. In addition to the underground stormwater piping, the site work contracts involved the installation of numerous stormwater inlets and manholes on all three parcels as part of the stormwater system. (*Id.*).
  62. Under the Declaration of Condominium, maintenance of this stormwater system is the responsibility of the Condominium Association. (P-7 § 9.2).
  63. CH&E installed a grease interceptor beneath the parking lot to serve the future restaurant that was planned for Building 2. (N.T. 42–43).
  64. CH&E also installed conduits for security and data cabling from Buildings 2 and 5 that were brought over to those locations from Building 1. (*Id.*).
  65. The site work contracts involved the construction of an electrical vault, which was fed from the main service and traveled through Building 1 to the electrical vault adjacent to Building 4. (P-16; N.T. 36–37, 43–44).
  66. The site work contracts also involved the installation of utility lines between Buildings 1 and Building 4, including fire suppression piping and domestic water piping. (P-16; N.T. 43–44).
  67. Under the site work contracts, CH&E relocated the City’s sewer main, which was necessary in order to make room for the construction of Building 5, so wastewater generated by Buildings 2, 4 and 5 would be discharged into the City’s sewer system. (P-16; N.T. 44–46, 62).
  68. Under the site work contracts, CH&E also removed “regulated fill” that contained lead and arsenic content, imported clean fill to the site, and placed it on all three parcels so that the parking lot, buildings, and other improvements could be constructed on all three parcels. (N.T. 46).
  69. Under the site work contracts, CH&E installed electrical conduits on all three parcels to distribute the electrical power throughout the campus. (N.T. 42).
  70. CH&E also installed wiring and conduits on all three parcels under the site work contracts for site lighting, security cameras, and other low voltage applications. (N.T. 47).

71. Under the site work contracts, CH&E installed sidewalks on all parcels to enable building occupants to travel to and from the buildings, the parking lot, and across the Properties. (N.T. 47–48).
72. Patrick Egan admitted that the utility infrastructure installed under the site work contracts—including the parking lot, water, sanitary sewer stormwater, electrical, natural gas, and common parking area—benefitted all parcels. (N.T. 78–79, 85–86).
73. CH&E filed a timely mechanics’ lien claim on the Properties in the amount of \$2,677,234.66 on January 31, 2020. (Stipulation ¶ 8).
74. Defendants accepted service of the mechanics’ lien claim on February 6, 2020, and the acceptances of service and an affidavit of service were filed with the Prothonotary on the same date. (Stipulation ¶ 9).
75. CH&E filed its Complaint to obtain judgment on its mechanics’ lien claim on March 1, 2021. (Stipulation ¶ 10).
76. Defendants accepted service of the Complaint on March 3, 2021, and copies of the acceptances of service were filed with the Prothonotary on March 4, 2021. (Stipulation ¶ 11).
77. CH&E has properly perfected a valid lien claim in the amount of \$2,677,234.66 on the Properties. (Stipulation ¶ 12).
78. The three parcels constituted an integrated whole. (N.T. 4–6, 10, 23, 34–38, 60, 62).
79. Buildings 2, 4, and 5 were not completed because Patrick Egan and his companies, Tobacco Avenue, LLC and 240 North Plum, LLC, ran out of money and stopped paying CH&E. (N.T. 70–71, 82–85; P-17).

## **II. CONCLUSIONS OF LAW**

1. The Mechanics’ Lien Law provides that where work is performed on several different parcels which form all or part of a single business or residential plant, the contractor is entitled to a lien in the full amount upon all properties. 49 P.S. § 1306(b).
2. CH&E’s work was performed on several different parcels which formed all or part of a single business or residential plant; the improvements made on each were reasonably needed for the improvements on each parcel to function.
3. Some of the work CH&E performed on the separate parcels was necessary to enable each of the planned buildings to function. For example, none of the buildings, including Building 1, could function without the stormwater work performed on all of the parcels, nor could they function without relocation of the sewer main. The City of Lancaster required relocation of the sewer main as part of the project. Without relocation of the sewer main, the improvements could not have been constructed. None of the buildings could be lawfully occupied without a common parking lot on all the parcels consisting of more than 70 parking spaces, and the parking lot could not be constructed before replacing contaminated fill with acceptable fill. (N.T. 75, Pat Egan).
4. The buildings on Units 2 and 3 could not have functioned without

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the electrical wiring, water piping and fire suppression piping that were run to them. They could not function without the backup power source provided by the oversized generator or the mechanical room located in Building 1.

5. The parcels formed a single business or residential plant and therefore, apportionment was not required upon filing of the mechanics' lien but is required "as part of the proceedings to enforce the liens."
6. The parties do not dispute that a mechanics' lien in the amount of \$2,677,234.66 is valid and enforceable. They diverge in their agreement on how and when the lien is apportioned between the parcels. Metco Inc. v. Moss Creek Inc., 601 A.2d 802, 804 (Pa. 1992) controls when the lien is apportioned.
7. In analyzing 68 Pa.C.S.A. § 3409(b), the Supreme Court noted that § 3409(b) is,
  - a provision relating to mechanics' lien claims against condominium units for work performed prior to creation of the condominium, . . . The statutory section, then, is to be construed as an exception to the more general rule of 49 P.S. § 1306(b), which normally requires that lien claims "for work upon several different improvements which do not form all or part of a single business or residential plant," must be filed separately "with respect to each such improvement, with the amount of each claim determined by apportionment of the total debt to the several improvements." Thus it was proper, under 68 Pa.C.S. § 3409(b), to file "a lien . . . against two or more units," whereupon, to release the claim, "the unit owner of an affected unit may pay to the lienholder the amount of the lien attributable to his unit. . . . The amount of the payment must be proportionate to the ratio which that unit owner's common expense liability bears to the common expense liabilities of all unit owners whose units are subject to the lien." This provision from the Uniform Condominium Act clearly permits one lien to be filed against multiple units without apportionment among the units; payment in release of the several claims contemplates apportionment at the time of release, not at the time of filing the lien.
8. The Metco Court concluded with its holding: "the unapportioned mechanics' liens filed in this case were valid. Apportionment will occur as part of the proceedings to enforce the liens, and releases shall issue as explicitly set forth in 68 Pa.C.S. § 3409(b)." Metco, 601 A.2d at 804. The Metco Court did not hold that liens remain unapportioned until execution, as plaintiff suggests, but that an unapportioned lien be apportioned during the enforcement proceedings, see Procedure to Obtain Judgment. 49 P.S. § 1701(a)-(c) (emphasis added), so that releases could occur. On March 1, 2021, plaintiff filed a complaint to enforce its January 31, 2020 mechanics' lien. Consequently, the lien must be apportioned during this proceeding.



9. CH&E properly filed one lien against multiple units without apportionment. An important issue in resolving the parties' dispute is what is meant by the "release" when apportionment shall occur. CH&E asserts liens remain unapportioned until execution and release occurs upon the sale of the property. The court disagrees. Apportionment shall occur as part of proceedings to enforce the lien. See Metco, 601 A.2d at 804. Plaintiff filed its mechanics' lien claim on January 31, 2020. CH&E now seeks judgment to enforce its mechanics' lien in this lawsuit. It argues that it is not now trying to enforce its mechanics' lien but that enforcement will happen after judgment is entered when it seeks to enforce a judgment. CH&E denies that seeking a judgment is part of the proceedings to enforce its lien and in support relies on the fact that it is not seeking payment. Seeking payment is not the question. Engaging in an action to enforce a lien is.<sup>2</sup>
  10. Three property units comprised the Condominium. (Stipulation ¶¶ 2a–c, 3–4).
  11. Each of the three condominium units has a one-third interest in the entire condominium. (P-7; N.T. 23–25).
  12. CH&E has properly perfected a valid lien claim in the amount of \$2,677,234.66 and is entitled to judgment in its favor on its mechanics' lien claim, which must be apportioned between the property units.
  13. Peter Egan emailed his brother Patrick with the allocation of balances due as of August 8, 2019. \$426,111.73 was calculated for site work benefitting all units, allocating \$142,037.24 due for site work to each unit. \$1,839,319.80 plus \$292,032.16 were allocated to Unit 1 for a total of \$2,131,351.90 plus an additional \$142,037.24. The total allocated by Patrick Egan per his email is:
    - a. Unit 1 is \$2,227,389.21
    - b. Unit 2 \$142,037.24
    - c. Unit 3 is \$142,037.24
- These amounts total \$2,557,463.70 which does not add up to the stipulated lien amount of \$2,677,234.66.
14. The parties are hereby directed to supplement their findings of fact and conclusions of law to address the allocation of the stipulated lien among the three units.
  15. An appropriate order follows.

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<sup>2</sup> CH&E also contends that defendants waived their argument on apportionment by stipulating to entry of judgment. The court disagrees.

**ORDER**

AND NOW, this 24<sup>th</sup> day of October, 2022 it is hereby ordered that no later than November 4, 2022, the parties shall supplement their findings of fact and conclusions of law to address the allocation of the stipulated lien of \$2,677,234.66 consistent with the court's findings of fact and conclusions of law.

BY THE COURT:

LEONARD G. BROWN, III  
JUDGE

**ESTATE AND TRUST NOTICES**

Notice is hereby given that, in the estates of the decedents set forth below, the Register of Wills has granted letters testamentary or of administration to the persons named. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

**FIRST PUBLICATION**

**Avila, Louis J.**, dec'd.

Late of West Lampeter Township.

Executor: Annita Avila-Sharpe c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Matthew A. Grosh.

**Blankenbiller, Paul T.**, dec'd.

Late of West Lampeter Township.

Executor: Reina M. Blankenbiller c/o Lucy F. Dowd, Lucy Dowd Law LLC, 342 N. Queen Street Rear, Lancaster, PA 17603.

Attorney: Lucy F. Dowd.

**Boyer, Frank E.**, dec'd.

Late of Lancaster.

Executor: John C. Boyer, Jr., 2661 Beech Lane, Lancaster, PA 17601, 717-203-1896.

Attorney: None.

**Brenneman, Leonard E.**, dec'd.

Late of Manheim Township.

Executor: David J. Weidner c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.

Attorney: Lindsay M. Schoeneberger, Esquire.

**Carpenter, Robert Lee**, dec'd.

Late of Lititz Borough.

Executor: Claude S. Heagy c/o Gardner and Stevens, P.C., 109 West Main Street, Ephrata, PA 17522.

Attorney: John C. Stevens.

**Clark, James D.**, dec'd.

Late of Stevens.

Co-Executors: Tamara L. Clark, Mark W. Clarke, 46 Morning Glory Ln., Manheim, PA 17545.

Attorney: None.

**Dommell, Roselyn C.**, dec'd.

Late of Millersville.

Administrator: Robert Rex Grubb c/o James R. Clark, Esquire, 277 Millwood Road, Lancaster, PA 17603.

Attorney: James R. Clark.

**Echterling, Charles E.**, dec'd.

Late of Late of East Donegal Township.

Executor: Todd E. Echterling c/o 327 Locust Street, Columbia, PA 17512.

Attorney: John F. Markel, Nikolaus & Hohenadel, LLP, 327 Locust Street, Columbia, PA 17512.

**Esh, Rebecca S.**, dec'd.

Late of Leacock Township.

Co-Executors: Jacob L. Esh, Ivan J. Esh c/o Nicholas T. Gard, Esquire, 121 E. Main

Street, New Holland, PA 17557.  
Attorneys: Smoker Gard Associates LLP.

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**Fickes, James A.**, dec'd.

Late of East Hempfield Township.  
Executor: Harry E. Radcliffe c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.  
Attorney: Jon M. Gruber, Esquire.

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**Fisher, Margaret S.**, dec'd.

Late of West Lampeter Township.  
Executor: Jack L. Hess c/o Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602.  
Attorney: Randy R. Moyer - Barley Snyder LLP.

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**Kauffman, Eva C.**, dec'd.

Late of West Hempfield Township.  
Co-Executrices: Karlene A. Acker, Joanne M. Pearson c/o KLUXEN, NEWCOMER & DREISBACH, Attorneys-at-Law, 2221 Dutch Gold Drive, Dutch Gold Business Center, Lancaster, Pennsylvania 17601.  
Attorney: Melvin E. Newcomer, Esquire.

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**Kegerise, Evelyn G.**, dec'd.

Late of Denver Borough  
Executor: Noel P. Kegerise, 1905 Marietta Ave, Lancaster, PA 17603.  
Attorney: Robert R. Kreitz, Esquire, Kreitz | Gallen-Schutt, 1210 Broadcasting Road, Suite 103 Wyomissing, PA 19610.

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**Kendig, Jay M.**, dec'd.

Late of Strasburg Township.  
Co-Executors: Vicki L. Zur-

brick, David J. Kendig c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.  
Attorney: Jeffrey P. Ouellet, Esquire.

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**Knapp, William J.**, dec'd.

Late of East Hempfield Township.  
Executor: Patricia F. Knapp c/o Nikolaus & Hohenadel, LLP, 212 North Queen Street, Lancaster, PA 17603.  
Attorney: Barbara Reist Dillon.

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**Leed, Suzanne Barbara**, dec'd.

Late of Ephrata Township.  
Administratrix: Jessica A. Horning c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.  
Attorney: Lindsay M. Schoeneberger, Esquire.

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**Lehn, Robert G.**, dec'd.

Late of Lancaster City.  
Executor: Bradley E. Lehn c/o Cody & Pfursich, 53 North Duke Street, Suite 420, Lancaster, PA 17602.  
Attorney: Stephen W. Cody.

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**Meisel, Beatrice M.**, dec'd.

Late of West Hempfield Township.  
Executor: A. Deborah Madenford c/o 327 Locust Street, Columbia, PA 17512.  
Attorney: Michael S. Grab, Esquire, Nikolaus & Hohenadel, LLP, 327 Locust Street, Columbia, PA 17512.

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**Miller, Jane L. a/k/a Jane Louise Miller**, dec'd.

Late of Lancaster City.  
Executors: John B. Roose, Nan B. Roose c/o Kling, Deibler & Glick, LLP, 131 W. Main Street,

New Holland, PA 17557.  
Attorney: Linda Kling, Esq.,  
Kling, Deibler & Glick, LLP.

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**Newswanger, Gladys A.**, dec'd.

Late of Clay Township.  
Executrix: Renee D. Swanson  
c/o Thomas M. Gish, Sr., Attor-  
ney, P.O. Box 5349, Lancaster,  
PA 17606.  
Attorney: Gibbel Kraybill &  
Hess, LLP.

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**Petersheim, Samuel L.**, dec'd.

Late of Paradise Township.  
Executor: Verna Mae Peter-  
sheim c/o Kling, Deibler &  
Glick, LLP, 131 W. Main Street,  
New Holland, PA 17557.  
Attorney: Patrick A. Deibler,  
Esq., Kling, Deibler & Glick,  
LLP.

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**Pisano, Anthony J., Jr.**, dec'd.

Late of Warwick Township.  
Executrix: Karen C. Gustavson  
c/o Gardner and Stevens, P.C.,  
109 West Main Street, Ephrata,  
PA 17522.  
Attorney: Kurt A. Gardner.

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**Powell, David J., Jr.**, dec'd.

Late of Quarryville Borough.  
Executor: Victoria M. Powell c/o  
Law Office of James Clark, 277  
Millwood Road, Lancaster, PA  
17603.  
Attorney: James R. Clark.

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**Root, Walter E.**, dec'd.

Late of Manheim Township.  
Executor: Troy W. Root c/o  
Robert M. Going, Jr., Esq., Go-  
ing & Plank, 140 E. King St.,  
Lane., PA 17602.  
Attorney: Robert M. Going, Jr.,  
Esq.

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**Ross, Arlene K.**, dec'd.

Late of Bart Township.  
Executor: Jeffrey J. Ross,  
James J. Ross, Jeri K. Ross,  
570 Paterno Drive, Harleysville,  
PA 19438.  
Attorney: None.

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**Sadler, James O'Neil**, dec'd.

Late of West Donegal Township.  
Executor: Michael A. Walak, Sr.  
c/o Nikolaus & Hohenadel, LLP,  
222 S. Market St., Suite 201,  
Elizabethtown, PA 17022.  
Attorney: John M. Smith, Es-  
quire.

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**Steinmetz, Claude E. a/k/a  
Claude Eugene Steinmetz**, dec'd.

Late of Elizabeth Township.  
Executor: Jeffrey S. Steinmetz  
c/o Nicholas T. Gard, Esquire,  
121 E. Main Street, New Hol-  
land, PA 17557.  
Attorneys: Smoker Gard Associ-  
ates LLP.

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**Stoner, Betty W.**, dec'd.

Late of Manheim Township.  
Executrix: Joann S. Erb c/o  
Kluxen, Newcomer & Dreis-  
bach, Attorneys-at-Law, 2221  
Dutch Gold Drive, Dutch Gold  
Business Center, Lancaster, PA  
17601.  
Attorney: Melvin E. Newcomer,  
Esquire.

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**Sweater, Ryan Stephen**, dec'd.

Late of Elizabeth Township.  
Administrator: Richard K.  
Sweater c/o Gardner and Ste-  
vens, P.C., 109 West Main  
Street, Ephrata, PA 17522.  
Attorney: John C. Stevens.

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**Sweigart, Clair E.**, dec'd.

Late of West Cocalico Township.  
Executrix: Bonnie Jean Thomp-  
son c/o E. Richard Young, Jr.,

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Esq., 1248 W. Main St., Ephrata, PA 17522.  
Attorney: E. Richard Young, Esq.

P.O. Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill & Hess LLP.

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**Wall, Shirley L.**, dec'd.

Late of Manheim Township.  
Executrix: Karen W. Thomas c/o Michele A. Werder, Attorney, P.O. Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill & Hess LLP.

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**Cope, Marian L.**, dec'd.

Late of Penn Township.  
Executor: Donna Cope c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.  
Attorney: Young and Young.

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**SECOND PUBLICATION**

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**Bambrick, Susan E.**, dec'd.

Late of Lancaster City.  
Executor: Ron E. Bambrick c/o Young and Young 44 S. Main Street, P.O. Box 126 Manheim, PA 17545.  
Attorney: Young and Young.

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**Deibler, Kevin Paul**, dec'd.

Late of Rapho Township.  
Administratrix: Agnes L. Curtis c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.  
Attorney: Young and Young.

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**Chapman, Lynn M. a/k/a Lynn Marlene Chapman**, dec'd.

Late of Christiana Borough.  
Executor: Bruce G. Chapman, 1895 Brigden Rd., Pasadena, CA 91104.  
Attorney: David W. Birnbaum, Howland, Hess, Guinan, Torpey, Cassidy, O'Connell & Birnbaum, LLP, 2444 Huntingdon Pike, Huntingdon Valley, PA 19006.

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**Doremus, Cathy Y. a/k/a Cathy Yocum Doremus**, dec'd.

Late of Warwick Township.  
Executor: Mr. Robert G. Yocum, 1933 Deer Path Road, Harrisburg, PA 17110.  
Attorney: William R. Bunt, Esquire, 109 South Carlisle Street, P.O. Box 336, New Bloomfield, PA 17068.

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**Collins, Pauline M.**, dec'd.

Late of New Holland.  
Executor: Tina G. Stout c/o Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557.  
Attorneys: Good & Harris, LLP.

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**Dowlin, William Richard a/k/a W. Richard Dowlin, Jr.**, dec'd.

Late of Manheim Township.  
Administratrix: Heidi C. Dowlin c/o Norman J. Pine, Esq., 104 S. Church St., West Chester, PA 19382.  
Attorney: Norman J. Pine, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382.

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**Cooper, Robert R.**, dec'd.

Late of Millersville Borough.  
Executor: Robert D. Cooper c/o Douglas A. Smith, Attorney,

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**Duckett, Mary Susan**, dec'd.

Late of Elizabeth Township.  
Executrix: E. Carolyn Hazell c/o Marci S. Miller, Attorney, P.O. Box 5349, Lancaster, PA 17606.  
Attorney: Gibbel Kraybill &

Hess LLP.

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**Fickes, Terry Douglas a/k/a Terry D. Fickes a/k/a Terry Fickes**, dec'd.

Late of East Hempfield Township.

Administratrix: Kandi S. Fickes c/o Jeffrey C. Goss, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.

Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

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**Givler, Lois H.**, dec'd.

Late of Penn Township.

Co-Executors: Douglas Ralph Givler, Michael Scott Givler c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

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**Hahn, Betty Jane**, dec'd.

Late of East Lampeter Township.

Executrix: Kathleen Susan Paxton, 2030 Rockvale Rd., Lancaster, PA 17602.

Attorney: John B. Zonarich, Skarlatos Zonarich, 320 Market St., Ste. 600W, Harrisburg, PA 17101.

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**Hawk, Bonita D.**, dec'd.

Late of Elizabethtown Borough.

Executrix: Krista G. Carlow c/o Randall K. Miller, 659 East Willow Street, Elizabethtown, PA 17022.

Attorney: Morgan, Hallgren, Crosswell & Kane, P.C.

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**Lutcher, Fredric P., III a/k/a Fredric Porter Lutcher, III**, dec'd.

Late of Upper Leacock Township.

Executrix: Donna M. Lutcher

c/o Joseph A. Bellinghieri, Esq., 17 W. Miner St., West Chester, PA 19382.

Attorney: Joseph A. Bellinghieri, MacElree Harvey, Ltd., 17 W. Miner St., West Chester, PA 19382.

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**Maddow, Ellen L. a/k/a Ellen Lawrence Maddow**, dec'd.

Late of Lancaster Township.

Executor: Debra S. Maddow c/o Bellomo & Associates, LLC, 3198 East Market Street, York, PA 17402.

Attorney: Daniel D. Hill, Esquire, Bellomo & Associates, LLC 3198 East Market Street, York, Pennsylvania 17402.

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**Martin, Donald W.**, dec'd.

Late of Ephrata Borough.

Executors: Daniel Garth Martin, Donald Gregory Martin c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Linda Kling, Esq., Kling, Deibler & Glick, LLP.

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**Martin, Pauline W.**, dec'd.

Late of Earl Township.

Executors: Audrey J. Martin, Ann L. Hoover, Cheryl K. Widrick c/o Nevin D. Beiler, Esq., 105 S. Hoover Ave, New Holland, PA 17557.

Attorney: Nevin D. Beiler, Esq.

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**Miller, Charles Kenneth a/k/a C. Kenneth Miller, a/k/a Charles K. Miller**, dec'd.

Late of Christiana Borough.

Executrix: Michele Graeff c/o Blakinger Thomas, PC, 28 Penn Square, Lancaster, PA 17603.

Attorney: Blakinger Thomas, PC.

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**Mills, Susan S.**, dec'd.

Late of Manheim Township.  
Executor: Robert S. Mills, Jr.  
c/o Young and Young, 44 S.  
Main Street, P.O. Box 126, Man-  
heim, PA 17545.  
Attorney: Young and Young.

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**Moore, Marie R.**, dec'd.

Late of Rapho Township.  
Executor: Julie A. Rome c/o  
Russell, Krafft & Gruber, LLP,  
101 North Pointe Blvd, Suite  
202, Lancaster, PA 17601.  
Attorney: Lindsay M. Schoene-  
berger, Esquire.

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**Morgan, Glen H.**, dec'd.

Late of Armagh Twp., Mifflin  
County.  
Executor: Frankie D. Morgan  
c/o Gardner and Stevens, P.C.,  
109 West Main Street, Ephrata,  
PA 17522.  
Attorney: John C. Stevens.

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**Mohler, Beth A.**, dec'd.

Late of Manor Township.  
Administratrix: Kayla Whitmoy-  
er c/o Young and Young, 44 S.  
Main Street, P.O. Box 126, Man-  
heim, PA 17545.  
Attorney: Young and Young

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**Neidermyer, Jane P., a/k/a Jane  
P. Batt**, dec'd.

Late of West Earl Township.  
Executor: Clyde W. Neidermyer.  
Attorney: H. Charles Benner,  
200 East Main Street, Leola, PA  
17540.

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**Peck, Craig Strayer a/k/a Craig  
S. Peck**, dec'd.

Late of East Lampeter Township.  
Executrix: LeeAndra Peck c/o  
Appel Yost & Zee LLP, 33 North  
Duke Street, Lancaster, PA  
17602.  
Attorney: Dana C. Panagopou-

los.

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**Poleski, P. Elaine**, dec'd.

Late of Lancaster Township.  
Executor: Lori Ann Means c/o  
Kling, Deibler & Glick, LLP, 131  
W. Main Street, New Holland, PA  
17557.  
Attorney: Linda Kling, Esq.,  
Kling, Deibler & Glick, LLP.

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**Reddick, Thelma A.**, dec'd.

Late of Fulton Township.  
Executor: George M. Graybill  
c/o Paterson Law LLC, 2703  
Willow Street Pike N., Willow  
Street, PA 17584.  
Attorney: Kim Carter Paterson.

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**Rieger, Caroline M. a/k/a Caro-  
line Mary Rieger**, dec'd.

Late of Manheim Township.  
Executors: Charles M. Rieger,  
Jr., Carolyn M. Tussey, Stephen  
D. Potts, Strafford Office Bldg.  
#2, Ste. 106, 200 Eagle Rd.,  
Wayne, PA 19087.  
Attorney: Stephen D. Potts, Herr,  
Potts & Potts, LLC, Strafford Of-  
fice Bldg. #2, Ste. 106, 200 Ea-  
gle Rd., Wayne, PA 19087.

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**Rojas, Victor**, dec'd.

Late of Manor Township.  
Administratrix: Lydia E. Rojas.  
Attorney: Andrew H. Shaw, Es-  
quire, 2011 W. Trindle Road,  
Carlisle, PA 17013, (717) 243-  
71035.

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**Shaffer, James D.**, dec'd.

Late of Manheim.  
Executrix: Carol Keller Shaffer  
c/o Paul Shaffer, 50 N. Pitt  
Street, Manheim, Pa. 17545.  
Attorney: None.

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**Sheetz, Robert S.**, dec'd.

Late of Elizabethtown Borough.



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Executor: Rodney G. Sheetz c/o Randall K. Miller, Esquire, 700 North Duke Street, P.O. Box 4686, Lancaster, PA.  
Attorney: Randall K. Miller, Esq.

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**Shenk, Marian R. a/k/a Marian Harnish Root Shenk, dec'd.**

Late of East Lampeter Township.  
Co-Executors: Darlene Shenk VanOrmer, John C. Shenk c/o Ann L. Martin, Attorney, P.O. Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill & Hess LLP.

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**Sonnon, Melvin R., Sr., a/k/a Melvin Ray Sonnon, Sr., dec'd.**

Late of Mount Joy Borough.  
Executor: Melvin R. Sonnon, Jr. c/o Randall K. Miller, Esquire, P.O. Box 4686, Lancaster, PA 17604.  
Attorney: Randall K. Miller, Esquire.

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**THIRD PUBLICATION**

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**Andriulli, Robert, dec'd.**

Late of Millersville.  
Executrix: Marilu Sieber c/o Patti Spencer, Spencer Law Firm, 320 Race Ave., Lancaster, PA 17603.  
Attorney: None.

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**Burkhart, Arthur Ray, III a/k/a Arthur R. Burkhardt, III, dec'd.**

Late of Clay Township.  
Executrix: Lauren N. Shephenson, 3 Drayton Court, Mechanicsburg, PA 17055.  
Attorney: None.

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**Ebersol, Nancy M., dec'd.**

Late of Leola.  
Executor: Michael E. Ebersol c/o Good & Harris, LLP, 132

West Main Street, New Holland, PA 17557.  
Attorneys: Good & Harris, LLP.

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**Eitnier, William B., dec'd.**

Late of East Lampeter Township.  
Executor: James R. Zimmerman c/o John R. Gibbel, Attorney, P.O. Box 5394, Lancaster, PA 17606.  
Attorney: Gibbel Kraybill & Hess, LLP.

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**Habacker, Jay R. a/k/a Jay Robert Habecker, dec'd.**

Late of East Hempfield Township.  
Co-Executors: Kathy H. Gades, Keith A. Habecker c/o Douglas A. Smith, Attorney, P.O. Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill & Hess LLP.

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**Hibshman, Joan S., dec'd.**

Late of Ephrata Borough.  
Executor: Bradley L. Hibshman c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.  
Attorney: Linda Kling, Esq., Kling, Deibler & Glick, LLP.

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**Holmes, Shirley G., dec'd.**

Late of West Lampeter Township.  
Executor: Melynda Holmes c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.  
Attorney: Matthew A. Grosh.

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**Lawrence, William L. a/k/a William Lee Lawrence, dec'd.**

Late of Clay Township.  
Administratrix: Cheryl A. Lawrence c/o Gardner and Stevens,

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P.C., 109 West Main Street,  
Ephrata, PA 17522.  
Attorney: Kurt A. Gardner.

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**Myers, Susan M.**, dec'd.

Late of Manor Township.  
Administrator: Thomas M.  
Gish, Sr. c/o John R. Gibbel,  
Attorney, P.O. Box 5394, Lan-  
caster, PA 17606.  
Attorney: Gibbel Kraybill &  
Hess, LLP.

---

**Rivera, Estrella**, dec'd.

Late of Lancaster City.  
Executor: Luis Gonzalez c/o  
Jeffrey R. Bellomo, Esq., Bel-  
lomo & Associates, LLC, 3198  
East Market Street, York, PA  
17402.  
Attorney: Jeffrey R. Bellomo,  
Esq.

---

**Suk, William, Jr.**, dec'd.

Late of Manheim Township.  
Executrix: Wanda Osborn c/o  
Gregory M. Lane, Esq., 2617 N.  
Second Street, Harrisburg, PA  
17110.  
Attorney: Gregory M. Lane, Esq.

---

**Sweigart, Rodney G.**, dec'd.

Late of East Cocalico Township.  
Executor: Steven Sweigart 201  
Reistville Road, Myerstown, PA  
17067.  
Attorney: Elizabeth Roberts  
Fiorini, Esq., Fiorini Law, P.C.,  
1150 W. Penn Avenue, Womels-  
dorf, PA 19567.

---

**Waller, Lynette E.**, dec'd.

Late of West Donegal Township.  
Executor: Clayton C. Cloen, Jr.  
c/o George W. Porter, Esq., 909  
East Chocolate Avenue, Her-  
shey, PA 17033.  
Attorney: George W. Porter, Esq.

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**ARTICLES OF INCORPORATION**

Notice is hereby given that **Indi-  
go Dev Co** has been incorporated  
under the provisions of the Penn-  
sylvania Business Corporation  
Law of 1988.

J- 28

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**CHANGE OF NAME NOTICES**

No: 2023-01205

IN RE: NAME CHANGE OF BISH-  
OP ANTHONY VILLARREAL

NOTICE IS HEREBY GIVEN  
that on May 11, 2023, the Petition  
of Bishop A. Villarreal, Randy J.  
Rice and Toni M. Rice was filed in  
the above Court praying for a De-  
cree to change the name of **Bish-  
op Anthony Villarreal** to Bishop  
Anthony Rice.

The Court has fixed the 8th day  
of August, 2023, at 11:30 a.m. in  
Courtroom No. 11 of the Lancast-  
er County Courthouse, 50 North  
Duke Street, Lancaster, Pennsyl-  
vania, for a hearing of said Peti-  
tion, when and where all persons  
interested may appear and show  
cause, if any, why said Petition  
should not be granted.

KURT A. GARDNER, ESQUIRE

J-21, 28

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NOTICE IS HEREBY GIVEN  
that a Petition has been filed in  
the Court of Common Pleas of  
Lancaster County, Pennsylvania,  
seeking to change the name of **E.  
V. a minor**, by Natalia Coto Que-  
sada. A hearing on the Petition  
will be held on Monday, July 31,  
2023, at 1:45 p.m. in Courtroom  
No. 4 at the Lancaster County  
Courthouse, 50 North Duke  
Street, Lancaster, Pennsylvania,  
at which time any persons inter-

ested may attend and show cause, if any, why the Petition should not be granted.

Natalia Coto Quesada  
18 N. Kinzers Road, Unit 1  
Kinzers, PA 17535

J- 28

NOTICE IS HEREBY GIVEN, a Petition has been filed with the Court of Common Pleas of Lancaster County, Pennsylvania, to change the name of **Elizabeth Claire Sollecito** to Elizabeth Sollecito Zorzopian. A hearing is scheduled on October 5, 2023 at 1:30 p.m. in Courtroom 4, Lancaster County Courthouse, at which time interested persons may attend and show cause, if any, why the request should not be granted.

BY; REBECCA CHEUVRONT,  
ESQUIRE

J- 28, A-4

NOTICE IS HEREBY GIVEN, a Petition has been filed with the Court of Common Pleas of Lancaster County, Pennsylvania, to change the name of **Ramon Del Villar** to Gregorio Ramon Del Villar Carbera. A hearing is scheduled on October 5, 2023 at 2:00 p.m. in Courtroom 4, Lancaster County Courthouse, at which time interested persons may attend and show cause, if any, why the request should not be granted.

BY; REBECCA CHEUVRONT,  
ESQUIRE

J- 28, A-4

NOTICE IS HEREBY GIVEN, a Petition has been filed with the Court of Common Pleas of Lancaster County, Pennsylvania,

to change the name of **Warren James Pace** to Warren James Zorzopian. A hearing is scheduled on October 5, 2023 at 1:45 p.m. in Courtroom 4, Lancaster County Courthouse, at which time interested persons may attend and show cause, if any, why the request should not be granted.

BY; REBECCA CHEUVRONT,  
ESQUIRE

J- 28, A-4

### CERTIFICATE OF ORGANIZATION

NOTICE IS HEREBY GIVEN that a Certificate of Organization was filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on July 10, 2023 for:

### YUMMERDALL CONSTRUCTION, LLC

The said entity has been organized under the provisions of the Pennsylvania Limited Liability Company Law of 1994 of the Commonwealth of Pennsylvania, as amended.

J-28

### FICTITIOUS NAME NOTICE

Notice is hereby given that **Indigo RE** has been registered as a fictitious name of Indigo Dev Co located at 322 N. Arch St., Lancaster, PA 17603. The application for registration of a fictitious name was filed under the provisions of the Fictitious Names Act of 1982.

J-28

### NOTICES BY PUBLICATION

NOTICE TO CONDEMNNEES OF FILING OF DECLARATION OF TAKING

PURSUANT TO SECTION 305 OF THE EMINENT DOMAIN CODE TO: The unknown heirs, successors, assigns, and all persons, firms, or associations claiming right, title or interest from or under **Mary E. Becker**, deceased (collectively the “Condemnees”):

You are hereby notified that:

1. A Declaration of Taking was filed by the Township of Warwick (“Township”) against the property located north of West Woods Drive (T-899) and east of Springview Drive (T-945) in Warwick Township, Pennsylvania (the “Property”) in the Court of Common Pleas of Lancaster County, Pennsylvania, on July 14, 2023, which Declaration is indexed to Case No. CI-23-04844.
2. The Condemnees are the unknown heirs, successors, assigns, and all persons, firms, or associations claiming right, title or interest from or under Samuel V. Becker, deceased, and Mary E. Becker, deceased, the former owners.
3. The Condemnor is the Township, a township of the second class organized and operating under the laws of the Commonwealth of Pennsylvania having its office at the Warwick Township Municipal Building, 315 Clay Road, Lititz, Pennsylvania.
4. The condemnation is authorized by Sections 1502(a), 2312, and 3401 of The Second Class Township Code, 53 P.S. §§66502(a), 67312, and 68401, and the Eminent Domain Code, 26 Pa. C.S.A. §101 et seq., as amended.
5. The condemnation was authorized by Ordinance No. 301 of the Township of Warwick enacted by the Board of Supervisors on June 21, 2023. The record of Ordinance No. 301 may be examined at the offices of Warwick Township at the Warwick Township Municipal Building, 315 Clay Road, Lititz, Pennsylvania.
6. The purpose of the within condemnation is to acquire property for public transportation purposes, specifically for improvements to and the extension of Tupelo Street (T-810) to intersect with West Woods Drive (T-899).
7. The Property has not been assigned a tax parcel account number.
8. Title to the Property acquired by Condemnor is fee simple.
9. A Plan showing the Property may be examined at the aforementioned Township Municipal Building.
10. The payment of just compensation in this matter is secured by the Condemnor’s power of taxation.
11. You are hereby notified that if you wish to challenge the power or the right of the Township of Warwick, Lancaster County, Pennsylvania, to appropriate the condemned property, the sufficiency of security, the procedure followed by the Township of Warwick, Lancaster County, Pennsylvania, or the Declaration of Taking, you are required to file preliminary objections within thirty (30) days after

publication of this Notice. All defenses and objections not presented are waived.

MORGAN, HALGREN, CROSSWELL & KANE, P.C.

William C. Crosswell, Esquire  
Attorney Registration No. 15266

Jason M. Hess, Esquire  
Attorney Registration No. 201677

700 North Duke Street  
P.O. Box 4686

Lancaster, PA 17604-4686

Phone: (717) 299-5251

Attorneys for Warwick Township

J-28

NOTICE TO CONDEMNEDS OF  
FILING OF DECLARATION OF  
TAKING

PURSUANT TO SECTION 305 OF  
THE EMINENT DOMAIN CODE

TO: The unknown heirs, successors, assigns, and all persons, firms, or associations claiming right, title or interest from or under **Samuel V. Becker**, deceased (collectively the "Condemnees");

You are hereby notified that:

1. A Declaration of Taking was filed by the Township of Warwick ("Township") against the property located north of West Woods Drive (T-899) and east of Springview Drive (T-945) in Warwick Township, Pennsylvania (the "Property") in the Court of Common Pleas of Lancaster County, Pennsylvania, on July 14, 2023, which Declaration is indexed to Case No. CI-23-04844.
2. The Condemnees are the unknown heirs, successors, assigns, and all persons, firms, or associations claiming right, title or interest from or under Samuel V. Becker, de-

ceased, and Mary E. Becker, deceased, the former owners.

3. The Condemnor is the Township, a township of the second class organized and operating under the laws of the Commonwealth of Pennsylvania having its office at the Warwick Township Municipal Building, 315 Clay Road, Lititz, Pennsylvania.
4. The condemnation is authorized by Sections 1502(a), 2312, and 3401 of The Second Class Township Code, 53 P.S. §§66502(a), 67312, and 68401, and the Eminent Domain Code, 26 Pa. C.S.A. §101 et seq., as amended.
5. The condemnation was authorized by Ordinance No. 301 of the Township of Warwick enacted by the Board of Supervisors on June 21, 2023. The record of Ordinance No. 301 may be examined at the offices of Warwick Township at the Warwick Township Municipal Building, 315 Clay Road, Lititz, Pennsylvania.
6. The purpose of the within condemnation is to acquire property for public transportation purposes, specifically for improvements to and the extension of Tupelo Street (T-810) to intersect with West Woods Drive (T-899).
7. The Property has not been assigned a tax parcel account number.
8. Title to the Property acquired by Condemnor is fee simple.
9. A Plan showing the Property may be examined at the aforementioned Township Municipal Building.
10. The payment of just com-

pensation in this matter is secured by the Condemnor's power of taxation.

11. You are hereby notified that if you wish to challenge the power or the right of the Township of Warwick, Lancaster County, Pennsylvania, to appropriate the condemned property, the sufficiency of security, the procedure followed by the Township of Warwick, Lancaster County, Pennsylvania, or the Declaration of Taking, you are required to file preliminary objections within thirty (30) days after publication of this Notice. All defenses and objections not presented are waived.

MORGAN, HALLGREN, CROSSWELL & KANE, P.C.

William C. Crosswell, Esquire  
Attorney Registration No. 15266  
Jason M. Hess, Esquire  
Attorney Registration No. 201677  
700 North Duke Street  
P.O. Box 4686  
Lancaster, PA 17604-4686  
Phone: (717) 299-5251  
Attorneys for Warwick Township

J-28

In Re: Donovan Michael Williams,  
a Minor Male  
In the Court of Common Pleas,  
Lebanon County, Pennsylvania  
Orphan's Court Division - No. 270  
YEAR 2023  
Petitioners, Christopher Lee Shollenberger and Shawna Ann Shollenberger

**NOTICE**

TO: **Michael Brian Williams**  
30 Dartmouth Drive  
Lancaster, PA 17603

A Petition has been filed asking the Court to put an end to all

rights you have to your child, Donovan Michael Williams. The Court has set a hearing to consider ending your rights to your child. That hearing will be held before The Honorable Bradford H. Charles, in Courtroom No. 3, Lebanon County Courthouse, 400 South Eighth Street, Lebanon, PA 17042, on Wednesday, September 6, 2023 at 8:30 o'clock A.M. Your presence is required at the hearing. You have a right to be represented at the hearing by a lawyer.

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the petitioners. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Mid-Penn Legal Services  
512 Chestnut Street  
Lebanon, PA 17042  
Telephone: (717) 274-2834

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**ORPHANS' COURT NOTICE**

Orphans' Court Division  
Auditing Notices

To All Claimants, Beneficiaries, Heirs and Next of Kin, and other persons interested: NOTICE IS GIVEN that the following accounts in decedents', incapacitated persons, minors', and trust estates have been filed in the office of the Clerk of the Orphans' Court division of the Court of Common Pleas of Lancaster County and will be presented to said Orphans' Court Division for Audit and confirmation therein to the parties legally entitled thereto on

August 1, 2023

at 9 o'clock a.m. in Courtroom No. 11 on the fourth floor of the Courthouse, 50 North Duke Street, Lancaster, PA

1. DODGE, MARGARETHA G. decd., 2016-2293. Partial Acct., J. Ronald Risser, Arthur B. Dodge III & Andrew N. Dodge, Exec., Jesse C. Robinson, atty.
2. HOLBEIN, E. ARLENE, decd., 2022-1012. Account, Diane L. Supple, Exec., Lindsay M. Schoeneberger, atty.
3. HOLBEIN, E. ARLENE, Revocable Trust, 2022-1012. Account, Diane L. Supple, Trustee, Lindsay M. Schoeneberger, atty.
4. LAPP, JACOB H., decd., 2022-1215. First & Final Acct., Mary Stoltzfus & Elizabeth Lapp,

Exec., Nicholas T. Gard, atty.

5. PARASCHOS, KIMBERLY JEAN, decd., 2022-0941. First & Final Acct., Robert Paraschos, Admin., Marc Vogin, atty.
6. LUDGATE, ELIZABETH S., Trust under will. 36-1974-0883. Account. Fulton Bank, N.A./ Fulton Financial Advisors Division, Co-Trustee. Nancy Mayer Hughes, atty.
7. BROWN, BENJAMIN L., decd., 2022-0774. First & Final Acct., Jasmine C. Brown, Admin., Julia M. Parrish, atty.
8. BARENDREGT, PETER FRANK AND FRANCES KARYOL BARENDREGT, Revocable Living Trust. 2022-0641. First & Final Acct. Debra D. Sands, Trustee. John W. Metzger, atty.
9. HIGH, SAMUEL W. decd., 2014-0871. Account. Christian D. High, Admin., Darrell N. VanOrmer, Jr., atty.
10. WILSON, RICHARD W. decd., 2021-2052. Account. Katie L. Coover, Admin., Daniel A. Stephenson, atty.

Anne L. Cooper  
Clerk of the Orphans' Court  
Division  
of the Court of Common Pleas.  
J-21, 28

**SUITS ENTERED**

Defendant's name appears first in capitals, followed by plaintiff's name, number and plaintiff's or

appellant's attorney.

July 13, 2023  
to July 19, 2023

ADVANCE STORES COMPANY,  
ADVANCE AUTO PARTS, AVILES-  
MENDEZ, ELVIN; D o n t e  
Mckinney; 04859; Muller

BANKS, KAIYLA L., BANKS,  
TODD O.; Fannie L. Fisher;  
04814; Winkle

BIDDISON, KEITH; Citadel  
Federal Credit Union; 04786;  
Dougherty

CHEVER, REBEKAH, CHEVER,  
MARK; Sheri Daubert; 04904;  
Hagelgans

CINCINNATI LIFE INSURANCE  
COMPANY; Stone Street  
Originations LLC; 04919; Maro

COMMONWEALTH OF  
PENNSYLVANIA DEPARTMENT  
OF TRANSPORTATION; Dante  
Christopher Dicamilo; 04866

CUSTOMIZED LOGISTICS  
INC, BYRNE, EDWARD; Pacific  
Financial Association Inc.; 04848;  
Markind

DIAZ, ALYSA M.; BMW  
Financial Services NA, LLC;  
04784; Dougherty

DURLING, NOAH M., DURLING,  
MICAH; Vargas-Guerra, Freddie  
A.; 04824; Rankin

FULTON TOWNSHIP ZONING  
HEARING BOARD; FULTON  
TOWNSHIP; 04907; Hess

GROFF, LORI C., BROWN III,  
LEONARD G.; Shawn Jones;  
04819

HADGU, ASHER, EAGLE VIEW  
CONTRACTORS LLC; Dale Kurtz,  
Susan Kurtz; 04852; Cooper

HANLEY, KORI M.; Geico;  
04850; Flink

IRIZARRY, ROSA E.; BELCO  
Community Credit Union; 04933;  
Miller

LY, LENA T., LY, MAY; Absolute  
Resolutions Investments LLC;  
04870; Goodchild

MJD SYSTEMS, LLC,  
DIMATTEO, JOE; Yale Electric  
Supply Company Inc.; 04862;  
Keifer III

OBSCURE TATOO STUDIO LLC,  
OLVERA, SERGIO; Rheems Retail  
Center LLC; 04935; Fiorentino

PALM, JUSTIN L.; CKS Prime  
Investments, LLC; 04856;  
Tsarouhis

RENN, HENRY L., RENN,  
CONSTANCE; 04815; Lori A.  
Kallus; 04815; Wilk

RHINIER JR, HOWARD F.;  
Citadel Federal Credit Union;  
04787; Dougherty

SANTIAGO, IRIS; KENEISHA  
WRIGHT-CARTER; 04902; Laynas  
SCOTEN, BARRY VAN,  
SCOTEN, AMY VAN, PYLE, ANNE,  
PYLE, JOHN D.; Victor Harrison;  
04832; Low

STUTLER, LAUREN E.,  
VILLANUEVA, LAUREN E.;  
Prospect Leasing & Management  
LLC; 04888; Bonner

WHEATON, HEIDI F.,  
WHEATON, PAUL S., FIEDLER  
WHEATON, HEIDI, FIEDLER,  
HEIDI E.; Santander Bank NA;  
04820; Bloom

YOGI BEAR'S JELLYSTONE  
PARK AND CAMP RESORT,  
QUARRYVILLE RESORTS LP,  
NORTHGATE RESORTS, SUN  
COMMUNITIES INC, JOHN  
DOES 1-3, SUN COMMUNITIES  
OPERATING LP; Jastejpal Sidhu;  
04847; Grutzmacher