

FOR IMMEDIATE RELEASE - June 8, 2023

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The United States District Court for the Eastern District of Pennsylvania recently completed a two-year process in which it updated and revised its Local Civil Rules. The newly issued rules are available on the Court's website, together with a summary of the changes enacted.

To assist in the revision process, the Court appointed an Advisory Committee pursuant to Rule 83 of the Federal Rules of Civil Procedure. That Committee, chaired by John Summers of Hangley Aronchick, worked closely with the Court's staff counsel, and its Civil Business Committee chaired by Judge Gerald McHugh. The Advisory Committee represented a cross section of the Bar and involved lawyers in varied practice areas. In addition to Mr. Summers, other members of the Committee were: Joseph Centeno of Buchanan Ingersoll; Andrew Chirls of Fineman Krekstein; Greg David, U.S. Attorney's Office; James P. Faunes of Feldman Shepherd; Cary Flitter of Flitter Milz; Vernon Francis of Dechert; Nancy Gellman of Clark Hill; Andrea Kirshenbaum of Littler Mendelson; Professor Laura Little of Temple University Beasley School of Law; Laura Mattiacci of Console Mattiacci; Laura McNally of Morgan Lewis; Ken Murphy of Tucker Law Group; Anne Taylor, Deputy City Solicitor; Hillary Weinstein of Tucker Law Group; and David Wolfsohn of Duane Morris. At a recent meeting of the Board of Judges, the Court passed a resolution commending the members of the Advisory Committee for the extraordinary time and effort they invested in improving the administration of justice.

The revision updates the Rules to formalize many of the procedures surrounding electronic filing and makes permanent some pandemic-related protocols such as the option to conduct arbitrations by videoconference. Among other changes, the revised Rules establish a formal procedure for the consolidation of cases, and procedures for taxation of costs have been completely revised.

NOTICE OF SUSPENSION

Notice is hereby given that on June 2, 2023, pursuant to Rule 208(f), Pa.R.D.E., the Supreme Court of Pennsylvania ordered that Nicholas Ermolovich (#73573), be placed on Temporary Suspension from the practice of law until further definitive action by the Court, to be effective July 2, 2023.

Marcee D. Sloan
Board Prothonotary
The Disciplinary Board of the
Supreme Court of Pennsylvania

Court of Common Pleas of Lancaster County

Civil Action

Bowser v. Polizzi

Real Property

Where an express easement appurtenant is properly recorded, and the language within clear and unambiguous, the court will not terminate such interest at the behest of a subsequent owner.

Opinion. Scott Bowser and Heather Bowser v. Gaspare Polizzi. No. CI-20-01840, 870 MDA 2022.

OPINION BY: SPONAUGLE, J., August 12, 2022.

I. INTRODUCTION

In the matter before the Superior Court of Pennsylvania, Appellant, Gaspare Polizzi, appeals the order granting Judgment on the Pleadings in favor of Appellees, Scott and Heather Bowser on May 16, 2022. Appellant filed a Notice of Appeal on June 13, 2022. Thorough review of the record and applicable law demonstrates that Appellant’s claims lack merit and for the reasons stated herein, the appeal should be denied.

II. RELEVANT PROCEDURAL & FACTUAL HISTORY

This case commenced on February 13, 2020, when Plaintiffs Scott and Heather Bowser (“the Bowsers” or “Plaintiffs”), filed a complaint against adjoining property owner, Defendant Gaspare Polizzi (“Polizzi” or “Defendant”), in the Lancaster County Court of Common Pleas, requesting injunctive relief and monetary damages: Count I: Injunctive Relief and Count II: Interference with Express Easement – Damages. Complaint at 4-5.

On January 3, 2016, Roslyn Mansion, LLC (“Roslyn”) entered into an Agreement of Sale for the Mansion Property (“Agreement of Sale”) with Defendant to purchase only a portion of the property located at 1035 Marietta Avenue, Lancaster, Pennsylvania 17603, (the “Mansion Property”). Plaintiffs’ Brief in Support of Their Motion for Judgment on the Pleadings (“Pl.s’ Br. in Supp.”), 10/4/2021, at 1. To execute the sale, the parcel needed to be subdivided, and Roslyn submitted a Subdivision Plan (“the Plan”) for approval to the Lancaster Township Board of Supervisors (“the Board”). Pl.s’ Br. in Supp. at 2. The Plan, which identified the Mansion Property as Lot 1, the adjoining parcel (the “Carriage House Property”) as Lot 2, and a driveway access easement, was approved and later recorded on September 15, 2016. Pl.s’ Br. in Supp. at 2. On September 16, 2016, Roslyn and Polizzi executed a deed conveying the Mansion Property, and the deed was properly recorded on September 21, 2016. Pl.s’ Br. in Supp. at 2. Roslyn then conveyed the Carriage House Property to the Bowsers on December 20, 2019. Pl.s’

Br. in Supp. at 3. Immediately following the sale of the Carriage House Property Polizzi wrapped a chain around the gate to the shared driveway and secured it with a lock, preventing the Bowsers from accessing their property. Pl.s' Br. in Supp. at 2. On February 24, 2020, this court issued a preliminary injunction allowing the Bowsers to use the driveway to access the Carriage House Property.

On October 4, 2021, Plaintiffs filed a Motion for Judgment on the Pleadings, asserting the pleadings filed in this case demonstrate that no material facts are in dispute regarding Plaintiffs' right to use the driveway per the driveway access easement recorded in multiple documents. Pl.s' Br. in Supp. at 8. In response, Polizzi filed a brief in opposition on October 25, 2021, asserting, *inter alia*, that the only easement on the Mansion Property was extinguished at the sale of the Carriage House. Defendant's Brief in Opposition to Motion on the Pleadings ("Def.'s Br. in Opp'n"), 10/25/2021, at 2-3. Plaintiffs filed a reply brief to Defendant's opposition on November 1, 2021. Plaintiffs' Reply Brief in Support of Their Motion for Judgment on the Pleadings, 11/1/2021. On May 16, 2022, this court granted the Bowsers' Motion holding that none of the documents put forth by Appellant, detailed below, support his assertions that any and all easements were extinguished when the Carriage House Property was conveyed to the Bowsers by Roslyn. On June 13, 2022, Appellant filed this Appeal asking the following:

- I. Whether the trial court erred in granting the Bowsers' motion for judgment on the pleadings on the *sua sponte* basis of an implied easement by necessity, when an implied easement by necessity was neither pleaded nor briefed by the parties?¹
- II. Whether the trial court erred in granting the Bowsers' motion for judgment on the pleadings on the basis of an implied easement of necessity when the record did not establish that the Bowsers property was landlocked?
- III. Whether the trial court erred in granting the Bowsers' motion when it found an implied easement by necessity existed, notwithstanding the existence of an express easement?
- IV. Whether the trial court erred in rejecting Polizzi's interpretation of the documents creating the express easement and termination thereof?
- V. Whether the trial court erred in its alternative interpretation that the documents created two independent separate (one appurtenant and one in gross) covering the same driveway?
- VI. Whether the trial court erred in its rejection of Polizzi's argument that contractual promises for termination of the easement must be enforced to terminate the easement?
- VII. Whether the trial court erred in rejecting Polizzi's cross-motion for judgment on the pleadings?
- VIII. Whether the trial court erred in granting the Bowsers' motion for judgment on the pleadings when, in the alternative, the pleadings clearly demonstrated disputes of material fact per-

¹ The court agrees that an implied easement by necessity is not applicable.

taining to the creation of the easement and the intent and interpretation of the documents creating said express easement Defendant's Statement of Matters Complained of Pursuant to Rule 1925(b) ("Appeal") at 1-2.

a. Easement Language of Record

First, an easement is provided in Paragraph 32(b) of the Agreement of Sale ("Agreement") between Appellant, the buyer, and Roslyn Mansion, the seller, which states, "Buyer and Seller agree that the new deed will reflect a right of way from Buyer to Seller granting Seller access to their lot from the driveway of the [Mansion Property] until seller's adjoining lot has been sold. The right of way will expire when the adjoining lot transfers." Def.'s Br. in Opp'n at 4.

Second, an easement is noted on the Board approved Plan twice: on sheet one, number 19: "Access to the Lot No. 2 Carriage House/ Dwelling will be retained over Lot No. 1 until approval of a driveway construction plan for Lot No. 2. At which time the right of access will be extinguished, and the existing impervious surface removed as noted on sheet 2." Complaint, Exhibit C. Then on sheet two, "Note: Existing impervious surface will be removed upon approval of a driveway construction plan for Lot No. 2." Complaint, Exhibit C.

Next, a Declaration of Easement ("Declaration") was properly recorded on September 15, 2016:

- (a) Declarant as owner of Lot No. 1 hereby grants and declares for the benefit of Lot No. 2 the free and uninterrupted use of the driveway access and maintenance easement ("Driveway Access and Maintenance Easement") over and through Lot No. 1, the limits of the driveway as shown on The Plan for the purpose of ingress, egress, and regress to and from said lot from and to North President Avenue by the owners, tenants, guests, invitees, licensees, occupiers, and possessor of Declarant 1's property and Lot No. 2. The use of the Driveway Access and Maintenance Easement will be in common with the Owners of Lot No. 1.
- (b) The Driveway Access and Maintenance Easement granted herein shall be used by the respective property owners and their lessees, agents, and invitees for ingress, egress, and regress to and from said properties and North President Avenue and shall include the right to construct, maintain, repair, and replace any improvements within the Access and Maintenance Easement such as driveways, curbs, islands and pavements (the "Improvements") for which purpose the Driveway Access and Maintenance Easement shall extend over such portions of Lot 1 as shown of The Plan, being bounded by the bearings and distances charted on The Plan for the Proposed Access Easement Line Data. The term "maintain" shall include, without limitation, all forms of weather-related maintenance, such as snow and ice removal/storage and storm water control.

- (c) The driveway improvements encased by the proposed Driveway Access and Easement currently exist on Lot 1 owned by Declarant 1. All further construction, maintenance repair, and replacement of the improvements required to keep the same in a first-class manner and in compliance with all applicable laws, ordinances, and regulations shall be performed, and the costs thereof shall be paid by the owners of Lot 1.
- (d) This Driveway Access and Maintenance Easement shall be in effect until approval of a driveway construction plan for Lot 2, at which time the right of access will be extinguished.

Complaint, Exhibit B.

Finally, the language in Polizzi's deed, which was recorded on September 16, 2016, states, in pertinent part:

SUBJECT TO an access easement, a sewer service easement, and all conditions of approval as shown or stated on the first above-mentioned recorded plan and as may exists.

SUBJECT to a right of way for the Grantor, Roslyn Mansion, LLC, to access its adjoining lot (Lot 2 on the first above-mentioned Subdivision Plan) from the driveway of the herein conveyed property; said right of way shall expire upon the sale of said adjoining lot.

Complaint, Exhibit D. This opinion is written pursuant to Rule 1925(a) of the Pennsylvania Rules of Appellate Procedure.

III. DISCUSSION

a. Interpretation

"[I]t is a well-established legal principle that an easement is 'an interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose.'" *In re Borough of Downingtown*, 1661 A.3d 844, 877 (Pa. 2017) (quoting *Stanton v. Lackawanna Energy, Ltd.*, 886 A.2d 667, 678 n.7 (Pa. 2005)). An express easement is created by an express grant or reservation in a deed or other conveyance instrument. *Potis v. Coon*, 496 A.2d 1188, 1191 n.7 (Pa. Super. 1985).

Creation of an easement appurtenant is accomplished by reserving unto the grantor an easement or right of way over the land conveyed. . . . This reservation is conceptually fused with the land it benefits and passes with the land if there is a subsequent conveyance. An expressly created easement appurtenant can conceivably last forever.

Southall v. Humbert, 685 A.2d 574, 578, (Pa. Super. 1996) (quoting *Brady v. Yodanza*, 493 Pa. 186, 189, 425 A.2d 726, 727 (1981)).

An easement in gross is defined as a mere personal interest in the real estate of another. The principal distinction between it and an easement appurtenant is found in the fact that in the first there is, and in the second there is not, a dominant tenement. The easement is in gross, and personal to the grantee,

because it is not appurtenant to other premises.

Lindenmuth v. Safe Harbor Water Power Corp., 163 A. 159, 160 (Pa. 1932).

This appeal originates from an action granting Appellee's Motion for Summary Judgment, and accordingly, this court was limited in its analysis to the documents of record included in the pleadings by both parties. See Pa.R.C.P. 1034; *Commonwealth v. All that Certain Lot or Parcel of Land Located at 4717 Morann Avenue, Houtzdale, Clearfield County, Pennsylvania*, 261 A.3d 554, 559-60 (Pa. Super. 2021). The documents outlined above include the Agreement, the Plan, the Declaration, and Appellant's deed. However, once closing was completed, and the deed conveyed, the terms of the Agreement merged with Appellant's deed.

As a general rule a deed made in full execution of a contract of sale of land merges the provisions of the contract therein, and this rule extends to and includes all prior negotiations and agreements leading up to the execution of the deed, all prior purposes, stipulations and oral agreements, all collateral promises including promises made contemporaneously with the execution of the deed.

Stoever v. Gowen, 124 A. 684, 686, 280 Pa. 424, 431 (1924) (citing *Titus v. Poland Coal Co.*, 106 A. 90, 263 Pa. 24 (1919)). As such, the Polizzi Agreement was merged with his deed at closing on September 16, 2016. The documents of record are then collectively, the Polizzi deed, the Plan, and the Declaration.

"An easement by reference to a map or plate is not an express easement but, rather, an easement by implication." *Potis v. Coon*, 496 A.2d 1188, 1192 (Pa. Super. 1985). "References to a plan contained in deeds make the plan a part of the deed or conveyance. . . ." *Potis v. Coon*, 496 A.2d 1188, 1192 (Pa. Super. 1985) (quoting *Vinso v. Mingo*, 57 A.2d 583-85 (Pa. Super. 1948)); See also *Sides v. Cleland*, 648 A.2d 793, 795, (Pa. Super. 1994) ("We begin by noting that where a deed incorporates a plan which makes specific reference to a right of way, an easement is implied over that property.").

Appellant contends this court erred in holding the Bowsers had an implied easement reserved in the Polizzi deed, and in analyzing the documents of record, we cannot agree. In reviewing all of the documents together, the deed conclusively refers to the properly recorded Plan. The language of Appellant's deed, *supra*, clearly refers to the Plan, and thus by reference the Plan was fully integrated into the deed at closing. Therefore, even if the language in Polizzi's deed, "SUBJECT TO access easement. . ." does not expressly grant access and use of the driveway in question, the Plan, by reference, impliedly does: "[a]ccess to the Lot No. 2 Carriage House/Dwelling will be retained over Lot No. 1 until approval of a driveway construction plan for Lot No. 2. At which time the right of access will be extinguished, and the existing impervious surface removed as noted on sheet 2." Complaint, Exhibits B, C. Using these documents alone, the record shows, the Bowsers retain an

easement to use and access the driveway.

However, regardless of the language in Polizzi's deed, and the incorporation of the Plan by reference, there is an express easement. The final document of record is the Declaration, which was properly recorded by the original seller, Roslyn, on September 15, 2016; this is the express easement referenced by Appellant. Complaint, Exhibit B; Appeal at 1-2. The first three paragraphs of the Declaration state the location, purpose, and scope of the driveway access easement, while the fourth paragraph sets its duration, ". . . until approval of a driveway construction plan for Lot 2, at which time the right of access will be extinguished." Complaint, Exhibit B. This is the same language used on the Plan, which was incorporated into the Polizzi's deed by reference. Moreover, the Declaration makes it clear that the easement is appurtenant, regardless of ownership. See *Southall v. Humbert*, 685 A.2d 574, 578, (Pa. Super. 1996). Thus, the easement has not been terminated, is tied to and runs with the land (appurtenant), and will not be extinguished unless and until the owners of the Carriage House Property obtain approval of a driveway construction plan.

Next, we address Defendant's claims that Roslyn made contractual promises for termination of the only easement of record which must be enforced. Appeal at 2. This interpretation of the documents and the language contained therein is patently incorrect. To support his claims Appellant quotes the following section of his deed: "SUBJECT to a right of way for the Grantor, Roslyn Mansion, LLC, to access its adjoining lot (Lot 2 on the first above-mentioned Subdivision Plan) from the driveway of the herein conveyed property; said right of way shall expire upon the sale of said adjoining lot." Complaint, Exhibit D. In Polizzi's interpretation of this paragraph of his deed alone, he is correct, and Plaintiffs fully agree. Plaintiffs' Reply Brief in Support of Their Motion for Judgment on the Pleadings, 11/1/2021, at 2. The language relied on by Polizzi was an easement in gross because it was for the personal use of Roslyn alone, until the Carriage House Property was sold. When the Carriage House Property was sold, there was no need for Roslyn to maintain an interest in the properties and thus its personal easement in gross was extinguished. Appellant also relies on the language from the Agreement to support his claim, but as discussed above, the Agreement was fully merged into the deed at closing.

However, Appellant has continuously failed to acknowledge that there are two grants in Polizzi's deed, quoted above. See Complaint, Exhibit D. After the sale of the Carriage House Property, the other easements appurtenant: "an access easement, a sewer service easement, and any conditions present on the Plan" remained, and remain now, in full effect. *Id.* Appellant has produced no documentation that would suggest that the easements appurtenant terminated at the sale of the Carriage House Property. If that was the case, then all easements appurtenant (e.g., the sewer service easement) would have terminated at the sale of the Carriage House Property, which Appellant is not claiming. He

only claims that there was a contractual obligation between Roslyn and himself that the easement would terminate. There is no contractual promise or obligation known to this court requiring Roslyn to terminate the easements appurtenant.

b. Motion for Judgment on the Pleadings

In Pennsylvania,

[e]ntry of judgment on the pleadings is permitted under Pennsylvania Rule of Civil Procedure 1034, which provides that “after the pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for judgment on the pleadings.” A motion for judgment on the pleadings may summarily dispose of a case only when there exists no genuine issue of fact and the moving party is entitled to judgment as a matter of law. It is fundamental that a judgment on the pleadings should not be entered where there are unknown or disputed issues of fact.

Since a motion for judgment on the pleadings is not a motion for summary judgment, no affidavit or depositions may be considered, nor is any matter before the court except the pleadings. Therefore, judgment on the pleadings can only be granted in cases where, based upon the pleadings alone and any documents properly attached to them, there exist no material issues of fact. Further, it is clear that the briefs of the parties are not pleadings.

Commonwealth v. All that Certain Lot or Parcel of Land Located at 4717 Morann Avenue, Houtzdale, Clearfield County, Pennsylvania, 261 A.3d 554, 559-60 (Pa. Super. 2021) (citations omitted) (cleaned up). “A fact is material only if it directly affects the disposition of a case.” *Naylor v. Board of Supervisors of Charlestown Township*, 253 A.2d 786, 805 (quoting *Pyeritz v. Commonwealth*, 956 A.2d 1075, 1079 (Pa. Cmwlth. 2008)) See Pa.R.C.P. 1034. Appellant maintains that this court erred in granting the Bowsers’ motion for judgment on the pleadings (and in turn denying Polizzi’s own cross-motion for the same) because there are genuine issues of material fact in dispute, specifically, “pertaining to the creation of the easement and the intent and interpretation of the documents creating said express easement.” Appeal at 2. Appellant contends that in granting judgment on the pleadings in favor of Appellees, this court abused its discretion. “An abuse of discretion is not merely an error of judgment. A trial court abuses its discretion by making a manifestly unreasonable, arbitrary, or capricious decision; by failing to apply the law; or by allowing prejudice, bias, or ill will to influence its decision.” *King v. Pittsburgh Water and Sewer Authority*, 139 A.3d 336, 345 (Pa. Commw. Ct. 2016).

It is settled law in Pennsylvania that an owner of land may arrange it as he pleases, doing no injury to others, and that any ways or other privileges which he may provide for the necessary or convenient use of the different parts of the land, or of

structures on it, will remain as servitudes upon the parts subjected to them by him, in the hands of subsequent purchasers with notice, or when the easements are continuous or appurtenant. The easements thus created, being for the specific use of the lands for which they were provided, become appurtenances of those dominant estates, and require no deed or writing to support them; they pass by a conveyance of the estates to which they are appurtenant.

Southall v. Humbert, 685 A.2d 574, 578, (Pa. Super. 1996) (quoting *Lauderbach-Zerby Co. v. Lewis*, 129 A. 83, 84 (1925)).

[I]f the location, size or purpose of an easement is specified in the grant, then the use of an easement is limited to the specifications. If, however, the language of a granting deed is ambiguous regarding these matters, then the intent of the parties as to the original purpose of a grant is a controlling factor in determining the extent of an easement. Moreover, the intention of the parties is determined by a fair interpretation and construction of the grant and may be shown by the words employed construed with reference to the attending circumstances known to the parties at the time the grant was made.

PARC Holdings, Inc. v. Killian, 785 A.2d 106, 111 (Pa. Super. 2001) (citations omitted) (cleaned up).

In the instant matter, the language used in all documents of record is clear and unambiguous as the Declaration provides for the location, size, and purpose of the grant. *Id.* However, assuming, *arguendo*, that the language is ambiguous, the interpretation of intent for any ambiguous language as to the original purpose of the grant falls to the parties at the time the grant was created. *Id.* Polizzi was not a party to the creation of the grant. Roslyn was the only party to the creation of the easements as the sole owner of the property being subdivided. Moreover, as sole owner, Roslyn was free to divide the property and create any easement of their choosing. *Humbert*, 685 A.2d at 578. Therefore, only if the language was determined to be ambiguous, and it is not, would analysis of the language and intent of the easements be required. In that instance, Roslyn's intent would be the controlling interpretation. As such, this court did not err in granting the Bowsers' Motion for Judgment on the Pleadings, and in turn denying Appellant's motion, as there remain no disputes of genuine material fact.

This court relied on the language in the documents of record to reasonably determine that Roslyn intentionally carved out an easement in gross to allow itself access to the Carriage House Property until that property was sold, and easements appurtenant for driveway access and use, sewer service, and any right granted in the Plan, for the buyers and subsequent owners of the Carriage House Property until approval for a plan to install a driveway is obtained.

IV. CONCLUSION

Based on a thorough review of the record and corresponding law, the errors Appellant complains of are without merit. Appellant has failed

to identify any genuine issues of material that would have precluded this court from granting a motion for judgment on the pleadings in favor of the Bowsers. The record unequivocally shows that the Bowsers have easements appurtenant on their property for access and use of the shared driveway until which time a plan is approved for a second driveway. Accordingly, the court's grant of judgment on the pleadings should be upheld.

BY THE COURT:

THOMAS B. SPONAUGLE, 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

Anavitte-Santos, Luis Manuel, dec'd.

Late of Lancaster City.
Administratrix: Liza Anavitte,
208 Conestoga St., Lancaster,
PA 17603.
Attorney: John B. Zonarich,
Esq. Skarlatos Zonarich, 320
Market St., Ste. 600W, Harris-
burg, PA 17101.

Andrus, Stanley T., dec'd.

Late of Lancaster.
Executor: Jonathan Alverio,
3733 Huntley Meadows Lane,
Alexandria, VA 22306.
Attorney: None.

Avilez, Judith C., dec'd.

Late of Mount Joy Township.
Executors: Jonell Stahlman, J.
Michael Lutz c/o Nikolaus &
Hohenadel, LLP, 222 S. Market
St., Suite 201, Elizabethtown,

PA 17022.

Attorney: John M. Smith, Es-
quire.

Beshore, Joan M., dec'd.

Late of Fulton Township.
Co-Executors: Teresa L.
Greider, Kenneth N. Greider, 71
Peach Bottom Rd, Peach Bot-
tom, PA 17563.
Attorney: None.

Bonatsos, Lorraine, dec'd.

Late of Brownstown.
Executor: James Bonatsos, PR,
17 Grebill Court, Ephrata, PA
17522.
Attorney: None.

Bouder, Richard A., dec'd.

Late of E. Lampeter Township.
Administratrix: Kim D. Bouder,
1973 Drexel Ave., Lancaster, PA
17602.
Attorney: Latisha B. Schuen-
emann, Esq., Barley Snyder,
LLP, 2755 Century Blvd., Wyo-
mising, PA 19610.

Cirilo, Angel Luis, Sr., dec'd.

Late of Leola.
Administrator: Angel E. Cirilo
c/o John D. Lychak, Esquire,
Law Offices of John D. Lychak,
P.C., 60 W. Broad Street, Suite
98, Bethlehem, PA 18018.
Attorney: John D. Lychak, Es-
quire.

Cogley, John Milton, dec'd.

Late of E. Cocalico Township.
Executors: Joshua Cogley,
634 W. Vine St., Lancaster, PA
17603, Gene Scott Cogley, 617
Mohns Hill Rd., Sinking Spring,
PA 19608.
Attorney: Rose Kennedy, Esq.,
Curran Estate & Elder Law,
PLLC, 1212 Liggett Ave., Read-

ing, PA 19611.

Corey, Donna J., dec'd.

Late of East Lampeter Township.

Executor: Thomas L. Strohl c/o Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557.

Attorney: Good & Harris, LLP.

Daveler, Betty J., dec'd.

Late of Elizabethtown Borough.

Executor: Bruce E. Daveler c/o Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, PA 17022

Attorney: Kevin D. Dolan, Esquire.

Dunkle, Debora E., dec'd.

Late of The City of Irvine, CA.

Executor: Kaethe Morris Hoffer c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.

Attorney: Holly S. Filius, Esquire.

Eshleman, Barbara A., dec'd.

Late of Columbia Borough.

Executor: Luann Monk c/o 327 Locust Street, Columbia, PA 17512.

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

Garber, June K., dec'd.

Late of E. Lampeter Township.

Executor: J. Donald Garber c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

Gawronski, John A., dec'd.

Late of Lancaster City.

Executrix: Elaine Petruzzelli c/o Dennis R. Primavera, Esq., 3200 Magee Ave., Philadelphia, PA 19149.

Attorney: Dennis R. Primavera, 3200 Magee Ave., Philadelphia, PA 19149.

Gutter, Richard M., dec'd.

Late of West Lampeter Township.

Co-Executrices: Irene Berry, Sarah Gutter c/o Vance E. Antonacci, Esquire, McNeese Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.

Attorney: McNeese Wallace & Nurick LLC.

Hagedoorn, Florence, dec'd.

Late of Manheim Township

Executor: Bernard J. Hagedoorn, Jr. c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

Hampilos, Frank G., dec'd.

Late of Lancaster Township.

Administratrix: Bessie Hampilos, 12 N. School Lane, Lancaster, PA 17601-2509.

Attorney: Edwin L. Stock, Esquire, RICK STOCK LAW, 50 N. 5th Street 12 N, 4th Floor, Reading, PA 19601.

Herr, Patricia T., dec'd.

Late of Manheim Township.

Executrix: Martha H. Brown c/o Andrew H. Dohan, Esq., 460 E. King Rd., Malvern, PA 19355-3049.

Attorney: Andrew H. Dohan, Esq., Lentz, Cantor & Massey, Ltd., 460 E. King Rd., Malvern, PA 19355-3049.

Jacobs, Ina R., dec'd.

Late of East Donegal Township
Co-Executors: Jane E. King,
Stephen W. Jacobs, 19 Ard-
more Drive, Hummelstown, PA
17033.

Attorney: A. Mark Winter, Es-
quire, JSDC Law Offices, 11
East Chocolate Avenue, Suite
300, Hershey, PA 17033.

**Jeannette, William a/k/a Wil-
liam W. Jeannette,** dec'd.

Late of Rapho Township.
Executrix: Sharon Jeannette
c/o Scott E. Albert, Esq., 50
East Main Street, Mount Joy,
PA 17552.

Attorney: Scott E. Albert, Esq.

Kallman, Leonard D., dec'd.

Late of Manheim Township.
Lifetime Revocable Trust of
Leonard D. Kallman dated June
26, 2020, as amended.

Administrator C.T.A: Andrew G.
Kallman.

Successor Trustee: Helene M.
Kallman c/o Blakinger Thomas,
PC 28 Penn Square Lancaster,
PA 17603.

Attorneys: Blakinger Thomas,
PC.

Kallman, Leonard D., dec'd.

Leonard D. Kallman Revocable
Declaration of Trust dated Oc-
tober 9, 1998, as amended.

Successor Trustees: Gary Rob-
ert Kallman, Marc Bruce Kall-
man, Andrew Gordon Kallman
c/o Blakinger Thomas, PC, 28
Penn Square, Lancaster, PA
17603

Attorney: Blakinger Thomas,
PC.

Lefever, Ruth H., dec'd.

Late of Kirkwood.

Executor: Eileen Scotten, 402
Blue Gill Rd., Oxford, PA 19363.
Attorney: Ira D. Binder, 227
Cullen Rd, Oxford, PA 19363.

Louden, Adam H., Jr., dec'd.

Late of Manheim Township.
Administratrix: Emily Walker
c/o Appel Yost & Zee LLP, 33
North Duke Street, Lancaster
PA 17602.

Attorney: Samuel M. Mecum.

Mehler, William A. Jr., dec'd.

Late of East Hempfield Town-
ship.

Executor: John R. Mehler c/o
Barley Snyder LLP, 126 East
King Street, Lancaster, PA
17602.

Attorney: Randy R. Moyer - Bar-
ley Snyder LLP.

Miller, Jennifer R., dec'd.

Late of Conoy Township.

Executor: Jason R. Miller c/o
Barley Snyder LLP, 126 East
King Street, Lancaster, PA
17602.

Attorney: Emily Watkins Mar-
zock - Barley Snyder LLP.

Mimnall, Richard S., dec'd.

Late of Columbia Borough

Executor: Patricia A. Mimnall
c/o 327 Locust Street, Colum-
bia, PA 17512.

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

Nguyen, Kim-Anh Dao, dec'd.

Late of Lancaster.

Executor: Dung V. Dao, 366 N.
Farm Dr., Litiz, PA 17543.

Attorney: None.

Orchard, Virginia H., dec'd.

Late of Elizabethtown Borough
Co-Executors: Randolph Har-
rison, Jeanne Harrison c/o Ni-
kolaus & Hohenadel, LLP, 222
South Market Street, Suite 201,
Elizabethtown, PA 17022.
Attorney: John M. Smith, Es-
quire.

**Reifsnyder, Martin Z. a/k/a
Martin Zell Reifsnyder, dec'd.**

Late of Terre Hill Borough.
Executor: Patsy Ann Reifsnyder
c/o Barbara Reist Dillon, Es-
quire, 212 North Queen Street,
Lancaster, PA 17603.
Attorney: Nikolaus & Hohe-
nadel, LLP.

**Scheetz, Howard A. a/k/a How-
ard Ansel Scheetz, dec'd.**

Late of Manheim Township.
Executor: Kyle R. Cooper c/o
Good & Harris, LLP, 132 West
Main Street, New Holland, PA
17557.
Attorneys: Good & Harris, LLP.

**Shirk, Sarah E. a/k/a Sally
Shirk a/k/a Sarah Elizabeth
Shirk, dec'd.**

Late of West Lampeter Town-
ship.
Executor: Jon M. Gruber c/o
Lindsay M. Schoeneberger,
Russell, Krafft & Gruber, LLP,
101 North Pointe Blvd, Suite
202, Lancaster, PA 17601.
Attorney: Lindsay M. Schoene-
berger.

Shirk, Sally Living Trust, dec'd.

Late of West Lampeter Town-
ship.
Trustee: Mary C. Shirk c/o Rus-
sell, Krafft & Gruber, LLP 101
North Pointe Blvd., Suite 202,
Lancaster, PA 17601.
Attorney: Lindsay M. Schoene-

berger.

Snyder, Joseph David, dec'd.

Late of Manheim Township.
Executrix: Irma Snyder c/o
Patrick J. Schaeffer, Esquire,
Laura E. Bayer, Esquire, Trinity
Law, 1681 Kenneth Road, Suite
2, York, PA 17408.
Attorney: Patrick J. Schaeffer,
Esquire and Laura E. Bayer,
Esquire, Trinity Law, 1681 Ken-
neth Road, Suite 2, York, PA
17408.

Stoner, Clarence B., dec'd.

Late of West Earl Township.
Executor: Wilmer G. Stoner,
332 Stoner Road, Jonestown,
PA 17038, C. Alvan Stoner, 464
Mountain Drive, Fredericks-
burg, PA 17026.
Attorney: Gary J. Heim, Es-
quire, Mette, Evans & Wood-
side, 3401 North Front Street,
Harrisburg, PA 17110-0950.

Sweigart, Clair E., dec'd.

Late of Cocalico Township.
Executrix: Bonnie Jean Thomp-
son c/o E. Richard Young, Jr.,
Esq., 1248 W. Main St., Ephra-
ta, PA 17522.
Attorney: E. Richard Young, Jr.,
Esq.

**Thatcher, Richard S. a/k/a
Richard Stockton Thatcher,
dec'd.**

Late of W. Lampeter Township.
Executor: PNC Bank NA, Attn.:
Peggy Feldman, VP, 1600 Mar-
ket St. 6 Fl., Phila., PA 19103.
Attorney: Jennifer A. Galloway,
Esq., Saxton & Stump, 280
Granite Run Dr., Ste. 300, Lan-
caster, PA 17601.

Tillman, Norman R., dec'd.

Late of Columbia Borough.
Executors: Robin L. Wallace,
Paula K. Amsley, Joshua N.
Tillman c/o 327 Locust Street,
Columbia, PA 17512.

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

Weinhold, Harold E., dec'd.

Late of Penn Township.
Executors: Michael E. Wein-
hold, Donna L. Sensenig, Di-
ane L. Grube c/o Appel Yost
& Zee LLP, 33 North Duke
Street, Lancaster PA 17602.
Attorney: James K. Noel, IV.

SECOND PUBLICATION

**Anderson, Mara R. a/k/a Mara
Rekis Anderson,** dec'd.

Late of Lancaster City.
Executrix: Dace R. Eaby.
Mara R. Anderson Revoca-
ble Trust Agreement dtd.
05/30/2017.
Trustee: Dace R. Eaby c/o Jef-
frey C. Goss, Esquire, 480 New
Holland Avenue, Suite 6205,
Lancaster, PA 17602.
Attorneys: Brubaker Con-
naughton Goss & Lucarelli LLC.

Artman, Lois W., dec'd.

Late of Elizabethtown Borough.
Executor: Stephen E. Artman
c/o Hazen Law Group, 2000
Linglestown Road, Suite 202,
Harrisburg, PA 17110.
Attorney: Hazen Law Group.

Boose, Martha W., dec'd.

Late of East Drumore Town-
ship.
Executrix: Sharon L. Fisher
c/o Appel Yost & Zee LLP, 33
North Duke Street, Lancaster,

PA 17602.
Attorney: Jeffrey P. Ouellet, Es-
quire.

**Carlock, Cynthia A. a/k/a Cyn-
thia Ann Carlock,** dec'd.

Late of East Hempfield Town-
ship.
Co-Executor/Executrix: Colin
Carlock, Brooke Carlock c/o
Kevin M. Richards, Esq., P.O.
Box 1140, Lebanon, PA 17042-
1140.
Attorney: Kevin M. Richards,
Esq.

**Fitts, Stephen William a/k/a
Stephen W. Fitts,** dec'd.

Late of Rapho Township.
Administrator: Charles E. Fitts
c/o H. Charles Benner, Attor-
ney, 200 East Main Street, Le-
ola, PA 17540.
Attorney: H. Charles Benner,
Esq.

Good, Patricia A., dec'd.

Late of Manheim Township.
Co-Executors: Craig C. Good,
Mark A. Good, Timothy A.
Good, 166 Davis Bridge Road,
Bernville, PA 19506.
Attorney: None.

Graden, Carol J., dec'd.

Late of East Donegal Township.
Executor: James A. Bloom c/o
Scott E. Albert, Esq., 50 East
Main Street, Mount Joy, PA
17552.
Attorney: Scott E. Albert, Esq.

Gregory, Gilbert G., Sr., dec'd.

Late of Manheim Township.
Executrix: Deborah G. Riddell
c/o Robert F. Musser, Esq., 408
West Chestnut Street, Lancast-
er, PA 17603.
Attorney: Clymer Musser & Sar-

no, PC.

Holm, Shirley Ann a/k/a Shirley A. Holm, dec'd.

Late of Manheim Township.
Executrix: Anita Holm Hage-
lin c/o Theodore L. Brubaker,
Esquire, 480 New Holland Ave-
nue, Suite 6205, Lancaster, PA
17602.
Attorneys: Brubaker Connaugh-
ton Goss & Lucarelli LLC.

Knier, John N., Sr. a/k/a John Nelson Knier, dec'd.

Late of Warwick Township.
Executrix: Peggy A. Young c/o
George H. Eager, Esquire, 1347
Fruitville Pike, Lancaster, PA
17601.
Attorneys: Eager, Stengel,
Quinn, Sofilka & Babic.

Mango, Fay D., dec'd.

Late of West Donegal Township.
Executor: Jean-Paul Benowitz
c/o May Herr & Grosh, LLP, 234
North Duke Street, Lancaster,
PA 17602.
Attorney: Bradley A. Zuke.

McDonald, Barbara L., dec'd.

Late of Millersville Borough.
Executor: Scott A. Mitchell c/o
Saxton & Stump, LLC, 280
Granite Run Dr., Ste. 300, Lan-
caster, PA 17601.
Attorney: Scott Allen Mitchell,
Esq.

McQueen, Mildred H., dec'd.

Late of Conestoga Township.
Executors: Henry P. McQueen
c/o Saxton & Stump, LLC, 280
Granite Run Dr., Ste. 300, Lan-
caster, PA 17601.
Attorney: Rhonda F. Lord, Esq.

Meck, Sara A. a/k/a Sara Anne

Meck, dec'd.

Late of Millersville Borough.
Executors: William S. Meck,
Karen K. Meck c/o Robert E.
Sisko, Esquire, 700 North Duke
Street, P.O. Box 4686, Lancast-
er, PA 17604-4686.
Attorney: Morgan, Hallgren,
Crosswell & Kane, P.C.

Mikos, Violet M., dec'd.

Late of Akron Borough.
Executor: Joseph Mikos c/o A.
Anthony Kilkuskie, 117A West
Main Street, Ephrata, PA 17522.
Attorney: A. Anthony Kilkuskie,
117A West Main Street, Ephra-
ta, PA 17522.

Nock, Thomas R., dec'd.

Late of Manheim Township.
Executors: Rebecca K. Snyder,
Brian K. Nock c/o Saxton &
Stump, LLC, 280 Granite Run
Dr., Ste. 300, Lancaster, PA
17601.
Attorney: Rhonda F. Lord, Esq.

Nyce, Faye M., dec'd.

Late of the Township of Man-
heim.
Executors: Edward B. Nyce,
Douglas J. Nyce c/o Ann L. Mar-
tin, Attorney, P.O. Box 5349,
Lancaster, PA 17606.
Attorneys: Gibbel Kraybill &
Hess LLP.

Ober, Joshua Jacob, dec'd.

Late of Willow Street.
Executor: Jacob C. Ober, 429
Fourth Avenue, Suite 602, Pitts-
burgh, PA 15219.
Attorney: Esther L. Rodgers,
Esq., Anderson & Labovitz, LLC,
429 Fourth Avenue, Suite 602,
Pittsburgh, PA 15219.

Parmer, Ronald L., dec'd.

Late of Conoy Township.
Executor: Robert J. Heller c/o
327 Locust Street, Columbia,
PA 17512.
Attorney: Michael S. Grab, Es-
quire, Nikolaus & Hohenadel,
LLP, 327 Locust Street, Colum-
bia, PA 17512.

Sipes, Joseph I., Sr., dec'd.

Late of East Earl Township.
Executor: William J. Sipes c/o
A. Anthony Kilkuskie, 117A
West Main Street, Ephrata, PA
17522.
Attorney: A. Anthony Kilkuskie,
117A West Main Street, Ephra-
ta, PA 17522.

**Stephens, Lewis William a/k/a
William Stephens a/k/a L. Wil-
liam Stephens**, dec'd.

Late of East Drumore Town-
ship.
Executrix: Joyce Ann Galligan
c/o Nikolaus & Hohenadel, LLP,
303 West Fourth Street, Quar-
ryville, PA 17566.
Attorney: Jeffrey S. Shank, Es-
quire.

Stoddard, Sandra A., dec'd.

Late of East Hempfield Town-
ship.
Administrator: Joseph A. Mil-
hollen c/o Alaine V. Grbach,
675 Estelle Drive, Lancaster, PA
17601.
Attorney: Alaine V. Grbach.

**Tome, E. Joanne a/k/a Evelyn
Joanne Tome**, dec'd.

Late of Manheim Borough.
Executor: Marlane Hall c/o
Young and Young, 44 S. Main
Street, P.O. Box 126, Manheim,
PA 17545.
Attorney: Young and Young.

Walter, John H., dec'd.

Late of West Cocalico Township.
Executor: Betty Jo Redcay c/o
A. Anthony Kilkuskie, 117A
West Main Street, Ephrata, PA
17522.
Attorney: A. Anthony Kilkuskie,
117A West Main Street, Ephra-
ta, PA 17522.

**Wise, Dale Herbert a/k/a Dale
H. Wise**, dec'd.

Late of Conoy Township.
Administrator: Daniel K. Wise
c/o George W. Porter, Esquire,
909 East Chocolate Avenue,
Hershey, Pennsylvania 17033.
Attorney: George W. Porter, Es-
quire

**Zimmerman, Elam H. a/k/a
Elam Hoover Zimmerman**, dec'd.

Late of Caernarvon Township.
Executors: Esther S. Zimmer-
man, John Ivan Zimmerman,
Alta S. Zimmerman c/o Kling,
Deibler & Glick, LLP, 131 W.
Main Street, New Holland, PA
17557.
Attorney: Linda Kling, Esq.,
Kling, Deibler & Glick, LLP.

**Zimmerman, Laura H. a/k/a
Laura Horning Zimmerman**,
dec'd.

Late of East Earl Township.
Executor: Eugene H. Zimmer-
man c/o Douglas A. Smith, At-
torney, P.O. Box 5349, Lancast-
er, PA 17606.
Attorneys: Gibbel Kraybill &
Hess LLP.

THIRD PUBLICATION

Adair, Bertha G., dec'd.

Late of East Cocalico Township.
Administrator: Troy A. Adair
c/o Jeffrey C. Goss, Esquire,

480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.
Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

Beiler, Mattie L., dec'd.

Late of Bart Township.
Executor: Emanuel King c/o Nicholas T. Gard, Esquire, 121 E. Main Street, New Holland, PA 17557.
Attorneys: Smoker Gard Associates LLP.

Bruzzo, Teresa A., dec'd.

Late of Clay Township.
Executor: Robert Bruzzo c/o Gardner and Stevens, P.C., 109 West Main Street, Ephrata, PA 17522.
Attorney: John C. Stevens.

Chambers, Erma E., dec'd.

Late of Manor Township.
Executrix: Joy Lynn Chambers c/o John S. May, Esquire, 49 North Duke Street, Lancaster, PA 17602.
Attorney: May, Herr & Grosh, LLP.

Cooper, Doris M., dec'd.

Late of Manheim Township.
Executrix: Cheryl Lynn Stewart c/o John R. Gibbel, Attorney, P.O. Box 5394, Lancaster, PA 17606.
Attorney: Gibbel Kraybill & Hess, LLP.

Fritz, Frank W., dec'd.

Late of Bart Township.
Executor: F. Carl Fritz, 34 Hickory Drive, Quarryville, PA 17566.
Attorney: None.

Gagot, Ana Luisa, dec'd.

Late of Lancaster.

Administrator, C.T.A.: Luna Gagot c/o David W. Crosson, Esq., Crosson Richetti & Daigle, LLC, 609 W. Hamilton St., Suite 210, Allentown, PA 18101.

Attorney: Crosson Richetti & Daigle, LLC, 609 W. Hamilton St., Suite 210, Allentown, PA 18101.

Geyer, Gerrylynn Carol a/k/a Gerrylynn Kirsch Geyer, dec'd.

Late of Colombia Borough.
Administrator: Christopher M. Geyer c/o Pyfer, Reese, Straub, Gray & Farhat, P.C., 128 N. Lime Street, Lancaster, PA 17602.
Attorney: Pyfer, Reese, Straub, Gray & Farhat, P.C.

Goldman, Stanley E. a/k/a Stanley Ely Goldman, dec'd.

Late of West Lampeter Township.
Executrix: Randi Jo Silverman c/o Barley Synder LLP, 126 East King Street, Lancaster, PA 17602.
Attorney: Alex E. Snyder, Barley Snyder LLP.

Harnish, John C., dec'd.

Late of Manheim Borough.
Executor: Jeffrey C. Harnish c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.
Attorney: Young and Young.

Hartman, Doris E., dec'd.

Late of Ephrata Borough.
Executor: Scott B. Hartman c/o A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.
Attorney: A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.

Hornberger, Clyde E., dec'd.

Late of Rapho Township.
Executor: Teresa May Rohrer
c/o Young and Young, 44 S.
Main Street, P.O. Box 126,
Manheim, PA 17545.
Attorney: Young and Young.

**Jester, Eileen M. a/k/a Eileen
Frances Mayan Jester,** dec'd.

Late of West Lampeter Town-
ship.
Administrator: Paul W. Jester
c/o Douglas A. Smith, Attorney,
P.O. Box 5349, Lancaster, PA
17606.
Attorney: Gibbel Kraybill &
Hess LLP.

**Kanes, Alfreda J. a/k/a Alfreda
Josephine Kanes,** dec'd.

Late of Lititz Borough.
Executor: Karen M. Weibel c/o
Gardner and Stevens, P.C., 109
West Main Street, Ephrata, PA
17522.
Attorney: Kurt A. Gardner.

Lefever, Jere J., dec'd.

Late of Rapho Township.
Administrator: Kara L. Hous-
man c/o Young and Young, 44
S. Main Street, P.O. Box 126,
Manheim, PA 17545.
Attorney: Young and Young.

Light, Willard L., dec'd.

Late of Manheim Township.
Executor: Fulton Bank, N.A.
One Penn Square, PO Box 7989,
Lancaster, PA 17604.
Attorney: David R. Warner Jr.,
Esquire, Buzgon Davis Law Of-
fices, 525 South Eighth Street,
Lebanon, PA 17042.

**McGrew, Eileen M. a/k/a Eileen
Marie McGrew,** dec'd.

Late of East Hempfield Town-

ship.

Executrix: Kelly M. Pruitt c/o
Angela M. Ward, Esq., Going &
Plank, 140 E. King St., Lancast-
er, PA 17602.
Attorney: Angela M. Ward, Esq.

Metzler, Earl K., dec'd.

Late of West Lampeter Township.
Co-Executors: Thomas L. Met-
zler, Arnedo L. Crichton, James
N. Metzler c/o Vance E. An-
tonacci, Esquire, McNeese Wal-
lace & Nurick LLC, 570 Lausch
Lane, Suite 200, Lancaster, PA
17601.
Attorney: McNeese Wallace &
Nurick LLC.

Miller, Arlene Z., dec'd.

Late of Columbia Borough.
Executors: Judith Fulginiti and
Jennifer Barley c/o May, Herr
& Grosh, LLP, 49 North Duke
Street, Lancaster, PA 17602.
Attorney: John Hartman May.

**O'Reilly, Sarah a/k/a Sarah
Goodwin O'Reilly,** dec'd.

Late of West Hempfield Town-
ship.
Executor: Amy Soper c/o Pyfer,
Reese, Straub, Gray & Farhat,
P.C., 128 N. Lime Street, Lan-
caster, PA 17602.
Attorney: Pyfer, Reese, Straub,
Gray & Farhat, P.C.

Ostrowski, Hubert H., dec'd.

Late of Manor Township.
Executor: James H. Os-
trowski, c/o Law Office of
Shawn Pierson, 105 East Or-
egon Rd., Lititz, PA 17543.
Attorney: Shawn M. Pierson,
Esq.

**Perkins, Harry Joseph a/k/a
Harry J. Perkins,** dec'd.

Late of Millersville Borough.
Administratrix: Karen S. Perkins c/o Thomas M. Gish, Sr., Attorney, P.O. Box 5349, Lancaster, PA 17606.
Attorney: Gibbel Kraybill & Hess, LLP.

Rauch, Robert L., dec'd.

Late of East Hempfield Township.
Executor: Catherine M. Spinellicci, Robert L. Rauch, Jr., c/o Laucks & Laucks, PC 105 West Broadway, Red Lion, PA 17356.
Attorney: David M. Laucks, Esq. LAUCKS & LAUCKS, PC, 105 West Broadway, Red Lion, PA 17356.

Roadcap, Theresa O., dec'd.

Late of Lancaster.
Co-Executors: Brett Michael Rubeck, Kristen Marie Rubeck c/o Mullaney Law Offices, 598 Main Street, PO Box 24, Red Hill, PA 18076-0024.
Attorney: Christopher P. Mullaney, Mullaney Law Offices, 598 Main Street, PO Box 24, Red Hill, PA 18076-0024.

Sheppard, Sharon M., dec'd.

Late of East Petersburg Borough.
Executor: Kimberly L. Sheppard c/o Barbara Reist Dillon, Esquire, 212 North Queen Street, Lancaster, PA 17603.
Attorney: Nikolaus & Hohe-nadel, LLP.

Stauffer, Clair E., Jr., dec'd.

Late of Upper Leacock Township.
Executor: Thomas E. Wolf c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim,

PA 17545.
Attorney: Young and Young.

Thompson, Cynthia J. a/k/a Cynthia June Thompson. dec'd.

Late of Elizabeth Township.
Executrix: Stefanie J. Martin c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.
Attorney: Jeffrey P. Ouellet, Esquire.

Zook, Sadie Ruth a/k/a S. Ruth Zook, dec'd.

Late of Ephrata Borough.
Executor: Daryl L. Zook, 210 Creek Road, Millersville, PA 17551.
Attorney: None.

ARTICLES OF INCORPORATION

Notice is hereby given that a nonprofit corporation known as **BURKETT MANOR HOMEOWNERS ASSOCIATION** was incorporated on June 6, 2023, under the provisions of the Nonprofit Corporation Law of 1988, for the purpose to be the Association of Unit Owners organized pursuant to the Pennsylvania Uniform Planned Community Act, Act 180 of 1996, Title 68 Pa. C.S.A. Section 5101 et seq., as amended (the "Act"), with respect to Burkett Manor, a Planned Community, located in South Strabane Township, Washington County, Pennsylvania, and established or to be established pursuant to the provisions of the Act. In furtherance of its purposes, the corporation may exercise all rights, privileges, powers and authority of a corporation organized under the Nonprofit Corporation Law of 1988, as amended,

and of an association of unit owners organized under the Act.
BARLEY SNYDER
 Attorneys.

J-16

NOTICE IS HEREBY GIVEN that Nonprofit Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on June 6, 2023, for the purpose of obtaining a Certificate of Incorporation under the provisions of the Nonprofit Corporation Law of 1988. The name of the proposed nonprofit corporation is **Copper Ridge Unit Owners Association**.

The purpose for which it will be organized is: To be a unit owners' association that provides for the management, maintenance and care of the residential community project located in Heidelberg Township, Lebanon County, Pennsylvania, known as Copper Ridge, A Planned Community.

McNEES WALLACE & NURICK LLC,
 570 Lausch Lane, Suite 200
 Lancaster, PA 17601.

J-16

NOTICE IS HEREBY GIVEN THAT Articles of Inc. were filed with the Dept. of State for **Ephrata Area Christians**, a nonprofit corp. organized under the Nonprofit Corp. Law of 1988 of the Commonwealth of PA, exclusively for charitable purposes. **TOSCANI, STATHES & ZOELLER, LLC,** Solicitors, 899 Cassatt Rd., Ste. 320, Berwyn, PA 19312.

J-16

Notice is hereby given that **Iglesia de Dios Casa de Restauracion**

y Refugio, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

J-16

NOTICE IS HEREBY GIVEN THAT, on June 1, 2023, Articles of Incorporation were filed with the Department of State for Positively Produced Foundation, a nonprofit corporation organized under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, exclusively for charitable purposes. **FOX ROTHSCHILD LLP,** Solicitors, 747 Constitution Drive, Ste. 100, P.O. Box 673, Exton, PA 19341-0673.

J-16

Selam Benevolence Inc. has been incorporated under the provisions of Article B of the Nonprofit Corporation Law of 1988.

GIBBEL KRAYBILL & HESS LLP.

J-16

CHANGE OF NAME NOTICES

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 **MARY ELLEN JOHNS** to **MARY ELLEN ID-DINGS**. A hearing on the Petition will be held on July 31, 2023 at 3:15 o'clock p.m. in Courtroom No. 4 at the Lancaster County Courthouse, 50 North Duke Street, Lancaster, Pennsylvania, at which time any persons interested may attend and show cause, if any, why the Petition should not be granted.

J-16

IN THE COURT OF COMMON
PLEAS
CIVIL ACTION- LAW
IN RE: CHANGE OF NAME OF
P.G., a **minor**, by Emily Hoerner
No. CI-22-07664
NOTICE

TO: Roger Grace

Notice is hereby given that Emily Hoerner, through her attorneys, Lisa J. McCoy, Esquire and Nikolaus & Hohenadel, LLP, has presented to the Civil Court Division, Court of Common Pleas of Lancaster County, PA, a Petition for Change of Name of **Phoenix Grace**, a minor, by Emily Hoerner, to Phoenix Hoerner, born August 6, 2021, in Lancaster County, PA to birth mother Emily Hoerner. The Court has set a hearing to consider the Name Change Petition to be held in Courtroom 4 of the Lancaster County Courthouse, 50 North Duke Street, Lancaster, PA 17602 on July 6, 2023 at 1:45 p.m. prevailing time. You are warned that if you fail to appear at the scheduled hearing, the hearing will go on without you and the Change of Name Petition will not be granted by the court without your being present. You have a right to be represented at the hearing by a lawyer.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LANCASTER BAR ASSOCIATION
28 EAST ORANGE STREET
LANCASTER PA 17602
(717) 393-0737

Notice required by act 101 of

2010 -23 Pa. C.S. §§2731-2742
Lisa J. McCoy, Esquire
212 North Queen Street
Lancaster, PA 17603
(717) 299-3726

J-16

A hearing will be held on August 10, 2023 at 2:45 p.m., in Courtroom No.4, 3rd floor of the Lancaster County Courthouse, 50 N. Duke St., Lancaster, PA, regarding the request of **Phoebe Phillips Harnish** to change the name from Phoebe Phillips Harnish Birch, and **Evan Marshall Brock** to change the name from Evan Marshall Brock Birch. Any person with objections may attend and show cause why the request should not be granted.

J-16

IN THE COURT OF COMMON
PLEAS

CI-22-07664

In re: CHANGE OF NAME OF
PHOENIX GRACE, a minor,
by Emily Hoerner
**NOTICE OF NAME CHANGE
PROCEEDING**

Notice is hereby given that the Petition of Phoenix Grace, a minor, by Emily Hoerner was filed with the Court of Common Pleas of Lancaster County, Pennsylvania, praying to change the name of **Phoenix Grace** to Phoenix Hoerner. A Hearing will be held on said Petition on July 6, 2023, at 1:45 p.m. in Courtroom No. 4 of the Lancaster County Courthouse, 50 North Duke Street, Lancaster, Pennsylvania, at which time any persons interested may attend and show cause, if any, why the prayer of the Petition should

not be granted.
Respectfully submitted,
Nikolaus & Hohenadel, LLP
212 North Queen Street
Lancaster, PA 17603
717-299-3726

J-16

CORPORATE NOTICE

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about 5/25/2023 for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows:

Stannah Stairlifts Incorporated
c/o Harbor Business Compliance Corporation

This corporation is incorporated under the laws of Massachusetts. The address of its principal office is 20 Liberty Way, Suite A, Franklin, MA 02038. The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended.

J-16

NOTICE OF CIVIL ACTION

NOTICE

IN THE COURT OF COMMON PLEAS

CIVIL ACTION-LAW
BP GROUP, LP

Petitioner

vs.

JUAN GABRIEL MARCANO-RODRIGUEZ

Respondent

IN RE: 1990 TOYOTA SWS
VIN: JT2MA71N0151676

CIVIL ACTION - LAW

23-02023

NOTICE

To: JUAN GABRIEL MARCANO-RODRIGUEZ

You are hereby notified that on March 24, 2023, Petitioner, BP Group, LP, filed a Petition for Involuntary Transfer of Vehicle Title as to the above vehicle for which you are required to respond in the Court of Common Pleas of Lancaster County, Pennsylvania, docketed to No. 23- 02023, wherein Petitioner seeks to transfer the title of the above vehicle abandoned in Unit C26 of the storage facility known as Book Now Storage located at 789 Leffler Court, Columbia, PA 17512. Said Unit owned by Petitioner and leased by Juan Draco.

Since your current whereabouts are unknown, the Court by Order dated May 24, 2023, ordered notice of said facts and the filing of the Petition to be served upon you as provided by R.C.P.430(b).

You are hereby notified to plead to the above referenced Petition on or before 30 DAYS from the date of this publication or all of your rights, title, and interest in said vehicle may be lost.

NOTICE

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

YOU SHOULD TAKE THIS NOTICE 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.

Lancaster Bar Association Lawyer Referral Service
28 E. Orange St.
Lancaster, PA 17602
Telephone: (717) 393-0737

John M. Quain, Esquire
BARLEY SNYDER
126 East King Street
Lancaster, PA 17602
(717) 231-6615

SUITS ENTERED

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

June 1, 2023
to June 7, 2023

BML REAL ESTATE LLC; Joseph Secunda; 03890; Harter

C A M A C H O - D U R A N T E S ,
LUIS E., DIAZ OPORTO,
GERMAN ERCIDES, SOLARES
GARCIA, ERICK ONIEL, D&S
TRANSPORTATION INC; Dixie
Land Energy LLC; 03781; Brody
COMMONWEALTH OF
PENNSYLVANIA; Brandon S.
Hertz; 03870

COMMONWEALTH OF

PENNSYLVANIA; Kenneth Kugler Jr., 03809; Chieppor

DAVIS, DANIEL A.; Creditone LLC; 03813; Tsarouhis

IN RE: Condemnation by The Commonwealth Of Pennsylvania Department of Transportation, of Right-of-Way For State Route 0030 Section 113, in the Township Of East Paradise and Township of East Lampeter; 03807; Pike

JOHNSON III, HERBERT C.; Capital One Bank USA NA; 03830; Ratchford

L&T REALTY SOLUTIONS LLC; Redevelopment Authority of the City of Lancaster; 03812; Mincarelli

LANCASTER Poured Walls Inc, PETE HETH GENERAL CONTRACTOR INC, LEAHY, MICHAEL T.; Keystone Cap Company; 03846; Hallinger

MAKORA, NAPHTALI, ONDIEKI, LAMECK; Juan Munoz-Zayas; 03803; Swartz

MJD SYSTEMS, LLC; Siemens Industry Inc; 03818; Keifer III

MORRISON, KYLE; Joanne Callahan; 03808

PARRY, JOSTALYNN L., REDD, JOSHUA T.; Joseph L. Garcia Jr.; 03849; Rankin

RAPP, JENNIFER; Collins Asset Group LLC; 03186; Tsarouhis

REYES, ANGEL LUIS; Bridgecrest Credit Company LLC; 03825; Williams

THOMAS, BO S.; Capital One Bank USA NA; 03822; Ratchford

TOCKS D.O., GREGORY A., ORTHOPEDICS ASSOCIATES OF LANCASTER LTD; Christopher Cramer; 03787; Strang-Kutay

TOWNER, ETHAN C.; PPL Electric Utilities Corporation; 03789; Manley

WELLS FARGO HOME MORTGAGE INC, WELLS FARGO; BSRE Holdings LLC; 03889; Sarno