



# Chester County Law Reporter

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(USPS 102-900)

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**Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.**  
**Hostetter v. Appel & Yost, LLP, et al.**

Civil action – Legal malpractice – Statute of limitations – Occurrence rule – Equitable discovery rule – Breach of contract – Indemnification

1. In order to establish a claim for legal malpractice based in negligence, a plaintiff must demonstrate the following elements: (a) appointment of the attorney or other basis for duty; (b) the failure to exercise ordinary skill and knowledge; and (c) that the attorney's negligence was the proximate cause of damage to plaintiff.
2. Each element of a legal malpractice action must be proven by a preponderance of the evidence.
3. The applicable statute of limitations for a legal malpractice claim is 2 years, if the action for malpractice is brought in tort.
4. Pennsylvania favors strict application of the statute of limitations.
5. Under Pennsylvania law, the occurrence rule is used to determine when the statute of limitation begins to run in a legal malpractice action. The occurrence rule provides that the statute begins to run upon the happening of the breach of duty. Importantly, the trigger for the accrual of a legal malpractice action is not the realization of actual loss, but the occurrence of the breach of duty.
6. The equitable discovery rule provides that when an injured party is unable, despite the exercise of due diligence, to know of the injury or its cause, the statute of limitations is tolled. The statute begins to run when the injured party possesses sufficient critical facts to put him on notice that a wrong has been committed and that he needs to investigate to determine whether he is entitled to redress.
7. It is the burden of the party seeking to invoke the discovery rule to establish one's inability to know that there has been an injury by the act of another, despite the exercise of reasonable diligence. Lack of knowledge, mistake or misunderstanding will not toll the running of the statute.
8. A plaintiff in a legal malpractice action must establish that the lawyer was employed by the plaintiff at the time the alleged malpractice occurred or some other basis for a duty of care to arise.
9. A two-part test to determine whether one is a third-party beneficiary to a contract requires that (a) the recognition of the beneficiary's right must be appropriate to effectuate the intention of the parties, and (b) the performance must satisfy an obligation of the promisee to pay money to the beneficiary or the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.
10. An attorney will be deemed to be negligent if the attorney fails to possess and exercise that degree of knowledge, skill and care which would normally be exercised by members of the profession under the same or similar circumstances.
11. In order to establish its right to recovery for legal malpractice, a plaintiff also

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- needs to prove that defendant's lack of care proximately caused an actual loss.
12. Under Pennsylvania law, the right of indemnity rests upon a difference between the primary and the secondary liability of two persons each of whom is made responsible by the law to an injured party. It is a right which inures to a person who, without active fault on his own part, has been compelled, by reason of some legal obligation, to pay damages occasioned by the initial negligence of another, and for which he himself is only secondarily liable.
  13. Indemnification depends on the nature of the legal obligation owed by each of the wrongdoers to the injured person.
  14. In this consolidated case, plaintiffs filed actions for legal malpractice, breach of contract, and indemnification against defendants. Following a non-jury trial, the Court *Held*, that it found in favor of the defendants and against the plaintiffs in no amount.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2015-07661-PL; Keystone Custom Homes, Inc. and Willow Creek, LLC v. Appel & Yost, LLP and Bradley A. Zuke, Esquire; No. 2015-07708-PL; Wilmer L. Hostetter and Joyce L. Hostetter, h/w, et al. v. Appel & Yost, LLP and Bradley A. Zuke, Esquire

James C. Dalton for plaintiffs Wilmer and Joyce Hostetter  
Kimberly L. Russell for plaintiffs Keystone Custom Homes, Inc. and  
Willow Creek, LLC  
Jeffrey B. McCarron for defendant Appel & Yost, LLP  
Tunnell, J., December 18, 2020:-

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KEYSTONE CUSTOM HOMES, INC., and WILLOW CREEK, LLC,	:	IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2015-07661-PL
	:	
APPEL & YOST, LLP and BRADLEY A. ZUKE, ESQUIRE	:	CIVIL ACTION

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WILMER L. HOSTETTER and JOYCE L. HOSTETTER, H/W, ET AL.,	:	IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2015-07708-PL
	:	
APPEL & YOST, LLP and BRADLEY A. ZUKE, ESQUIRE.	:	CIVIL ACTION

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**DECISION**

This case started as consolidated actions for legal malpractice, breach of contract, and indemnification brought by real estate developers, plaintiffs Keystone Custom Homes, Inc. (“Keystone”) and Willow Creek, LLC, (“Willow Creek”) and land owners, plaintiffs Wilmer L. Hostetter and Joyce L. Hostetter (collectively, the Hostetters), against a law firm and its lawyer, defendants Appel & Yost, LLP and Bradley A. Zuke, Esquire (collectively “defendants”). Plaintiffs allege that defendants negligently prepared a public offering statement (“POS”) for them that they then used in connection with the sale of homes built on the Hostetters’ land. Plaintiffs alleged that as a result of the defendants’ malpractice, they were sued in federal court by purchasers of the subdivision homes (the “Homeowners’ Litigation”) and incurred significant damages in the form of attorneys’ fees and the payment of settlement funds to resolve the matter.

A non-jury trial commenced in early 2019 and continued for over thirty-five (35) days over the course of a year. At the conclusion of the plaintiffs’ case, on or about October 2, 2019, the defendants moved for non-suit. By Order dated November 26, 2019, the court granted in part the motion for non-suit. The result of this was the dismissal of the remaining claims of the Hostetters and Keystone and Willow Creek’s claims for breach of contract. Keystone and Willow Creek’s equitable disgorgement claim was withdrawn during oral argument on the motion for nonsuit. Keystone and Willow Creek’s claims for legal malpractice and common law indemnification survived nonsuit, the merits of which are addressed by this Decision.

Based upon the evidence offered during the non-jury trial and the parties’ post-trial submissions, the court finds in favor of defendants and against plaintiffs, Keystone Custom Homes, Inc. and Willow Creek, LLC, as supported by the following:

**FINDINGS OF FACT**

1. Plaintiff Keystone is a Pennsylvania corporation formed in 1992. 1T5:25-1T6:1; 2T132:2-9<sup>1</sup>. It is a residential building company which constructs homes in south central Pennsylvania and northern Maryland. 1T6:10-15.
2. Keystone has built over 6,000 homes in hundreds of developments in south central Pennsylvania and northern Maryland. 1T6:10-20.
3. Jeffrey C. Rutt (“Rutt”) is the CEO, owner and sole shareholder of Keystone. 1T4:16-18, 1T5:14-21; 1T5:25-1T6:1; 2T132:2-9.
4. Plaintiff Willow Creek is an affiliate of Keystone which bought land and sold lots to third parties. Keystone then would build homes on the lots. 1T12:22 –13:11.
5. Rutt is the sole member of Willow Creek. 1T13:1-2.
6. Keystone and Willow Creek are distinct legal entities that maintain separate financial books and records and separate financial transactions. 2T132:5-12, 2T132:13-23.
7. Only Keystone had employees and all employees used a Keystone email address. 2T139:23-24; 2T142:13-21.
8. Wilmer and Joyce Hostetter (the “Hostetters”) are real estate developers. 2T84:15-19.
9. The Hostetters have been real estate developers for 25 years. They had developed nearly twenty (20) subdivisions and several hundred lots before the present litigation. 10T8:20-23-10T16:20-17:4; *see* 10T9:19-16:19.
10. Defendant Appel & Yost, LLP (“Appel & Yost”) is a law firm with a principal place of business at 33 N. Duke Street, Lancaster, PA 17602.
11. Defendant Bradley A. Zuke, Esquire (“Zuke”) is a licensed Pennsylvania attorney who at the time of the events at issue was an employee of, and practicing law with, Appel & Yost. 4T49:8-14-50:10-22.

**The Development - Initial Approvals**

12. Wyndham Creek is a subdivision in East Nottingham Township, Chester County with twenty-nine (29) single family lots approximately one (1) acre in size. 1T8:15-9:8. The subdivision was formerly known as Hopewell Ridge<sup>2</sup>.
13. The Hostetters owned the land where Wyndham Creek was developed and obtained the government approvals needed for the subdivision. 1T9:9-11; 1T10:23-25.
14. The Hostetters developed the infrastructure for the subdivision and finished the lots. 2T85:2-2T86:5. They approached Keystone to build homes for Wyndham Creek. 2T83:22-2T84:7.
15. Mr. Hostetter applied for a sewage permit with the Chester County Health Department (the “Health Department”) on July 12, 2002 and had the necessary soil

<sup>1</sup> The transcript designations are noted as follows: [transcript volume][page][line]

<sup>2</sup> The court will refer to the development in this Decision by its current name, Wyndham Creek.

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testing completed. D-300; 10T25:9-10T26:11; D-181 at 47:24-48:10.

16. Keystone entered a lot purchase agreement with the Hostetters on April 15, 2003 before the subdivision plan was approved by East Nottingham Township (“ENT” or the “Township”). 1T9:12-17; 2T49:8-15; D-37; 2T90:2-23; 10T29:5-10.

17. Mr. Hostetter applied for a permit for on-lot sewage disposal on January 16, 2004. D-301; 10T31:15-32:14.

18. On March 1, 2004, Mr. Hostetter wrote to the Township and indicated he intended to commence lot improvements even though his subdivision plan had not been approved. D-38; 10T34:18-10T35:9.

### **Effluent Treatment Required**

19. Wyndham Creek is located in the Chesapeake Bay Watershed, which is a protected area that requires treatment of water run-off to lower nitrate content. 1T47:18-1T48:10; D-181 at 75:17-76:7.

20. The Department of Environmental Protection (“DEP”) regulations provided the acceptable level of nitrates in the groundwater, which limit was ten (10) milligrams. 10T23:5-10; D-190 at 52:2-52:21.

21. At some point before May 5, 2004, Mr. Hostetter learned that the lots at Wyndham Creek required nitrate treatment to satisfy DEP regulations. D-39; 10T35:14-10T36:3.

22. The cost of the nitrate treatment was estimated to be an additional \$12,000 per lot. D-39.

23. Due to lots sizes, normal on-lot sewage disposal systems would not work there because the nitrates passing the property boundaries would be higher than the ten (10) parts per million requirement. D-181 at 23:14-25.

24. The individual lot sizes could be increased to avoid the need for nitrate treatment and enable installation of a conventional on-lot septic system. D-181 at 24:10-25:9.

25. The Hostetters did not increase the lot size because doing so would have resulted in a financial loss for the development. 10T41:14-10T42:9; 10T42:24-10T43:11.

26. In June 2004, the Hostetters obtained a hydrogeological study that provided:

Water samples representative of the groundwater quality in the area of the Site were collected and evaluated under the direction of a Pennsylvania-licensed professional geologist and used to calculate an average nitrate-nitrogen concentration in the groundwater beneath the Site (5.53 mg/l). The results of these initial calculations indicated that the planned 29 lots would result in excess nitrate-nitrogen concentration (10,88 mg/L) at the site’s downgradient property line, with a minimum lot size of 2.72-acres, using a standard mass balance approach for the preliminary hydrogeology study. Given that the regulatory requirement is 10 mg/L, this standard approach was not acceptable as it exceeds

PADEP requirements. Additionally, as the developer had already obtained Township Planning Commission recommendations for Final Plan approval with a minimum lot size of 1-acre and had in good faith undertaken on-site infrastructure improvements, AES investigated alternate preliminary hydrogeology assessment methodologies with the intent of identifying a workable solution from, both scientific and regulatory perspectives to avoid changes to the proposed subdivision layout.

As described herein, 20 lots situated in the western portion of the Site were found not suitable for use of standard OLDS. Accordingly, the workable solution identified by the consulting engineers proposes the use of individual on-lot nitrogen control treatment systems on these 20 lots.

D-302 at p. 9 (also D-378); 10T36:24-10T37:11, 10T38:14-19.

27. The hydrogeological study concluded that adding the additional septic systems from the Wyndham Creek subdivision would result in nitrogen levels that would exceed DEP limits at the site's downstream property line. D-190 at 59:7-60:23.

28. Thereafter, Mr. Hostetter wrote to Rutt advising that he would not be able to obtain final approval of the subdivision within his budget due to the nitrate issue and sought to cancel the agreement of sale with Keystone. D-42 ("Due to the nitrate problem, it will cost you additional for your sewage treatment. I only proposed to provide the lots and did not allow in my budget for this extra cost."). 10T39:6-17.

29. Keystone and the Hostetters disagreed about who was responsible for this additional cost. Their disagreement resulted in litigation. D-39; 10T36:11-18.

### **Effluent Treatment -Selection of EnviroServers**

30. Gary Roeder, a principal of Lake, Roeder, Hillard and Associates, the engineering firm the Hostetters used for Wyndham Creek, contacted Dr. Hugh Archer of Mavickar Environmental Consultants, LLC ("Mavickar") to devise a solution for Wyndham Creek. 1T34:19-25; 10T23:2-4; D-197 at 72:24-73:13, 216:14-20.

31. Dr. Archer is the sole member of Mavickar. D-197 at 7:13-8:15.

32. Dr. Archer identified three (3) potential alternatives to address the issues regarding high nitrates at Wyndham Creek: 1) install public drinking water; 2) install an on-site small flow system to treat the effluent to be less than 10 mg/L before such discharge went back into the soil (10T54:5-10T55:6; D-197 at 320:7-322:15; *see* D-190 at 119:12-120:21) or 3) collect and treat the wastewater and discharge it to a stream. D-197 at 79:3-80:24.

33. The Hostetters opted for the cheapest alternative -- to install an on-site small flow system to treat the effluent to be less than 10 mg/L. *See* D-197 at 132:4-135:11.



34. The treatment system Dr. Archer suggested was known as “the EnviroServer.” It is a partially aerobic, advanced septic system that is used to clean sewage before it goes into the drainage field. 1T47:10-17; D-181 at 43:5-12.

35. The EnviroServer was not a certified or accepted sewage treatment technology in Pennsylvania. D-197 at 96:9-99:2.

36. The configuration proposed for installation at Wyndham Creek had never been used in Pennsylvania or consistently demonstrated an ability to yield effluent that was less than the DEP’s requirement. D-195 at 296:8-16; D-190 at 47:22-48:3.

37. Nonetheless, Dr. Archer applied to have the EnviroServers approved by the DEP for use at Wyndham Creek. D-197 at 106:11-14.

38. An “experimental” permit from the DEP was needed because the EnviroServer was not certified or approved technology in Pennsylvania. D-197 at 110:10-111:4.

39. On October 14, 2004, the Health Department issued a letter confirming the soils at the Wyndham Creek site were generally suitable for on-lot sewage disposal. D-381; D-181 at 59:12-60:6.

40. The Health Department noted the plan to use the EnviroServers was not consistent with the municipality’s Official Sewage Facilities Plan because it was experimental. D-381 (p. 2); D-181 at 60:7-61:5.

41. The Health Department disavowed any obligation to inspect or oversee the EnviroServers because the EnviroServers did not “meet any of the regulations that [it] was mandated to hold up.” D-181 at 32:12-33:5; *see also* D-181 at 110:23-112:25 (description of how the EnviroServers did not meet the regulations).

### **EnviroServer Maintenance Agreement**

42. On October 19, 2004, Mr. Hostetter, on behalf of the Wyndham Creek Homeowners’ Association (“HOA”), entered an Extended Maintenance & Monitoring Agreement with Wastewater Monitoring, Inc. (“Wastewater Monitoring”) for the upkeep of the EnviroServers. D-293; 10T43:24-10T44:8; D-434.

43. Rutt helped facilitate the monitoring agreement with Wastewater Monitoring. 4T27:16-25; 4T28:8-13.

44. On December 14, 2004, Mr. Hostetter wrote to the DEP informing it of the plan to install twenty (20) EnviroServer small flow treatment systems and nine (9) conventional on-lot sewage disposal systems at Wyndham Creek. D-43 (also D-382, D-463); 10T48:17-24; D-190 at 66:17-70:4.

45. Mr. Hostetter acknowledged to the DEP that he and Mrs. Hostetter, through the installation and maintenance agreement, were responsible to repair and replace the EnviroServers forever or “in perpetuity.” D-48; 10T65:10-10T66:21; 10T11:22-10T12:4.

**The DEP Permit**

46. A DEP permit was needed for both proposed systems: an on-lot septic system and the EnviroServers. 1T48:22-25.

47. The permit applicant was Mr. Hostetter, on behalf of the HOA. D-301; 10T31:15-25; D-47 (also D-385); 10T58:17-10T59:8.

48. The Health Department, however, had recommended against the HOA as the permittee. D-181 at 78:24-79:22.

49. On November 18, 2005, the Hostetters obtained approval for the plan to use the EnviroServers from the DEP, a requirement for the subdivision approval. 2T86:12-18; 2T87:17-23; D-47 (also D-385).

50. On May 15, 2006, the DEP permit was sent to Mr. Hostetter. D-44 (also D-387); 1T63:23-25; 1T64:14-16; 2T38:19-2T39:5; 10T55:22-10T56:8; 10T89:6-13. The enclosing letter provided that the permittee must comply with “all Standard and Special Conditions attached to this permit” and “construction must be done in accordance with the permit application and all supporting documentation.” D-468.

51. The DEP “consider[ed] the EnviroServer to be experimental technology” to provide denitrification of the effluent and required “a conventional backup sewage disposal method” in case the EnviroServer “experiment is deemed a failure.” D-47 (also D-385).

52. The DEP required a connection to public sewer as the back-up plan. D-47 (also D-385); 3T64:2-18.

53. The DEP permit required an operation and maintenance agreement for the sewage treatment systems. D-44 (also D-387) at p. 470; 4T6:13-4T7:10.

54. The DEP permit required quarterly tests of tap water for alkalinity. D-44 (also D-387) at p. 3 of 5 (ENT2-00468); 3T58:9-3T59:6.

55. The DEP permit required monitoring of the groundwater quality using samples from the drinking water wells installed at each homesite. D-44 (also D-387) at p. 3 of 5 (ENT2-00468); 3T59:13-3T60:6.

56. The DEP requires all individual residential septic systems to be NSF 40 certified. D-190 at 96:20-97:14. The DEP permit for the EnviroServers included a NSF certification requirement. D-44 (also D-387).

57. The DEP Permit did not require that the EnviroServer installations meet the requirements of Chapter 73 relating to drain fields served by septic tanks because the issue was “overlooked” by the DEP during permitting. D-190 at 167:25-169:13, 171:21-172:18, 175:25-176:13.

58. The DEP permit also failed to account for the fact that the “systems are microenvironments for biological organisms” that required time to acclimate and for microbes to amass in sufficient quantities to treat the effluent. D-190 at

59. The DEP permit was issued before plaintiffs acquired the lots from the Hostetters and before the existence of the HOA. 2T59:6-10; See 2T45:12-18; P-39; 4T152:6-15; 4T120:23-4T121:9.

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60. As of the date of the DEP permit issuance and through approximately 2010, there was a moratorium on adding capacity to the Oxford Area Sewer Authority, which would have been the source of the public sewer contingency for Wyndham Creek. D-181 at 82:21-85:7.

61. The physical infrastructure for the public sewer connection, which included two pumping stations and the pipes, also did not exist at the time the permit was issued. D-181 at 85:9-87:16.

62. The DEP permit required a bond or escrow account as security for the back-up contingency of public sewer. D-44 (also D-387) at p. 5 of 5; 2T61:15-20; 2T63:9-18; 9T157:20-9T158:5.

63. Mr. Hostetter understood he and Mrs. Hostetter were required to put sufficient funds in escrow to cover installation of the back-up contingency of connection to public sewer without limitation on the expense of the connection to public sewer. D-47 (also D-385); 10T74:15-10T75:8.

64. The Hostetters provided a letter of credit to satisfy the security requirement but the amount was insufficient to cover the full extent of a public sewer connection. 2T63:25-2T64:3; P-40; P-41; 10T85:5-10T87:23.

65. The Hostetters knew at the time of development that the installation of public sewer was not feasible, but went ahead with the project anyway. 10T76:19-10T77:24; 10T80:24-10T81:20; 188:12-24.

### **Subdivision Approval**

66. On October 18, 2004, the Township adopted a resolution approving the Wyndham Creek subdivision. D-380; D-181 at 57:18-59:8.

67. The final subdivision plan dated September 10, 2003 was approved by the Township on January 10, 2006 and recorded the day after. P-1; 1T11:4-1T12:3; 2T50:16-23.

68. The plan provided “all lots will be served by on-lot water supply and privately owned on-lot sanitary sewage systems used by one unit of occupancy and subsurface absorption.” P-1; 1T12:1-8.

69. Once the subdivision plan was approved and the DEP permit received, Keystone took over development of the subdivision. 2T53:2-7.

70. Keystone and the Hostetters entered a settlement agreement on January 30, 2007 that replaced or modified the 2003 lot purchase agreement and resolved the litigation between them. D-58 (also D-861); 2T92:23-2T93:17; 10T87:24-10T88:7; 2T96:11-21; 2T97:9-11.

71. Pursuant to the January 30, 2007 settlement agreement, Keystone assumed responsibility to pay for the cost and installation of the EnviroServers. D-58 (also D-861); D-138 at 572:15-19, 575:12-576:10.

**Diane Frame Assigned to Wyndham Creek**

72. Diane Frame worked for Keystone from March 27, 2006 through May 31, 2013. D-139 at 14:8-16.

73. Ms. Frame has a bachelor's degree in economics from Villanova University, 1979, an MBA from Eastern University, real estate qualifications, including a GRI (graduate of Realtor Institute), and is a certified master planner and licensed realtor and associate broker. D-139 at 12:2-14, 13:5-16.

74. Shortly after Ms. Frame was hired by Keystone, she was assigned to Wyndham Creek. D-139 at 22:4-15. Ms. Frame was instructed by Mr. Rutt to take over the project and liaise with Mr. Hostetter to take-down three lots at a time. D-139 at 34:5-21.

75. Ms. Frame had a general understanding of the purpose of a public offering statement and knew that a public offering statement is supposed to be delivered to purchasers of a home in a planned community as a source of information about the community's features for the homebuyer. D-139 at 19:5-21:10; D-139 at 21:5-10.

76. Ms. Frame knew that there was never going to be public water or public sewer "within my lifetime" at Wyndham Creek because of geographical distance. D-139 at 35:8-36:13.

77. As part of her job, Ms. Frame was required to attend the Oxford Area Sewer Authority meetings on a regular basis and thus was aware of the public sewer capabilities and that there was insufficient capacity to provide public sewer services to Wyndham Creek. D-139 at 36:14-37:19.

78. Ms. Frame did not have involvement with the EnviroServers until 2007 and had not heard of an EnviroServer before that time. D-139 at 28:14-29:17.

**Purchase of EnviroServers**

79. Keystone paid for the installation, design, drawings and other certifications for the EnviroServers installed at Wyndham Creek. D-139 at 102:21-103:8; D-860.

80. MicroSepTec was the manufacturer of the EnviroServers. D-195 at 23:6-14.

81. MicroSepTec provided a two-year limited warranty on each EnviroServer that ran from the date of installation, not the first use or home purchase. D-195 at 360:2-16.

82. EnviroTec distributed the EnviroServers. D-195 at 62:21-63:8.

83. Mr. Link, the principal of Wastewater Monitoring, owned EnviroTec and H&H Rock Companies. D-195 at 8:8-10, 13:9-11.

84. Mr. Link has a bachelor of science in marketing from Ferris State University, a Maryland real estate license and certified marketing professional designation from the National Association of Home Builders. D-195 at 92:10-

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92:17. Mr. Link has no licenses or certifications related in any way to sewage planning or septic systems. D-195 at 92:18-21.

85. When it came to the EnviroServers, Mr. Link was, in essence, a salesman. D-195 at 289:23-290:13.

86. Mr. Link was aware there was an experimental DEP permit issued for the EnviroServers that had certain conditions. D-195 at 290:25-291:4.

87. He understood that his EnviroServer product would have to provide denitrification such that the effluent would be less than 10 milligrams per liter in total nitrogen. D-195 at 292:22-293:5.

88. Keystone purchased the EnviroServer units from Chesapeake Environmental. D-139 at 104:6-11; D-860; D-195 at 183:7-20, 379:22-380:2, 381:2-9; D-805.

89. EnviroTec had a 51% interest in Chesapeake Environmental. D-195 at 100:3-10. The other 49% interest in Chesapeake Environmental was owned by Leo Kob Companies, Mavickar and Lake Roeder. D-195 at 100:3-10.

90. On February 12, 2007, Ms. Frame, on behalf of Keystone, executed a contract with Terra-Aqua Consultants for the installation of the EnviroServers. D-443 (also D-847 and D-867); D-139 at 39:20-40:13, 104:23-105:4, 105:13-18.

91. Terra-Aqua Consultants is a joint venture between Mavickar and Tri-Tech, a company in which Gary Roeder had an interest. D-197 at 20:5-21:14.

92. Leo Kob Company was retained to install and maintain the EnviroServers. D-195 at 144:19-23, 145:22-24, 185:5-8.

### **The Public Offering Statement**

93. Pennsylvania law required that a public offering statement be provided to homebuyers at Wyndham Creek in connection with the sale of homes. 1T86:2-6; 2T67:8-16; 2T68:8-21; 1T24:6-13.

94. Keystone and Rutt understood that they were responsible for the content of the public offering statement when it was distributed. 2T149:3-14; 36T67:13-25.

### **Retention of Appel & Yost to Prepare A Public Offering Statement**

95. Appel & Yost prepared a public offering statement for Keystone for the Wyndham Creek planned community (the "POS"). 1T64:23-1T65:7; 4T53:2-13; P-4 (also D-851).

96. Rutt had no contact with anyone at Appel & Yost about Wyndham Creek. 2T145:6-14.

97. Rutt had no contact with anyone at Keystone about the POS other than to approve the hiring of Appel & Yost, LLP to prepare it. 2T145:19-2T146-7.

98. Rutt did confirm "Keystone engaged Appel & Yost to prepare a public offering statement in connection with Wyndham Creek" and "Keystone hired the lawyer who drafted the public offering statement." D-138 at 642:18-22; 36T67:13-25.

99. Bradley Zuke was the attorney at Appel & Yost who prepared the POS.

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1T89:15-23 (by stipulation); 4T52:24-4T53:13.

100. Ms. Frame interacted with Zuke about the POS. She was the one responsible for providing necessary information for the preparation of the POS to Zuke. 2T135:19-2T136:9; 36T67:23-25; 36T67:13-25; 36T69:12-36T71:2.

101. Ms. Frame communicated with Zuke using a Keystone email address. 36T80:16-22; 2T138:13-2T139:4; 2T142:17-21.

### **The Public Offering Statement**

102. Zuke's entire file was admitted into evidence by stipulation at P-16.

103. Zuke knew that the seller of the homes was required to distribute the POS to homeowners. 4T110:13-17.

104. Zuke used form documents on Appel & Yost's computer system to draft the POS. 4T64:7-11.

105. Zuke admitted at trial that he made no less than fourteen (14) mistakes in the POS. 4T79:17-88:7.

106. The POS erroneously states that there was public water at Wyndham Creek. Exhibit P-4 at p. 3; 1T68:6-17.

107. The POS erroneously states multiple times that there were public water lines and mains installed at Wyndham Creek. Exhibit P-4 at p. 3, 4, 5, 6, 12, 13, 16, and 17.

108. The fact that there was to be no public water at Wyndham Creek was disclosed to Zuke. This fact "did not make it into the POS." 4T108:25-109:9.

109. The POS erroneously identified Keystone as the seller of the homes in Wyndham Creek. Zuke testified he did not know that Willow Creek would be a seller. 4T94:25-4T95:2.

110. Zuke testified he did not think he had heard of Willow Creek as of February 2007. 4T98:11-17.

111. The POS failed to include any reference to Willow Creek. P-4 (also D-851); 2T116:7-12.

112. Zuke was provided and reviewed the Declaration. *See* P-16; P-2 (also D-113). The Declaration, signed by the Hostettters, was prepared by their attorney, David Patten. P-2 (also D-113); 1T33:22-1T34:17; 10T68:8-24; 10T68:25-10T69:12; 10T70:2-4.

113. Zuke's file as admitted did not contain the hydrogeological study. *See* P-16.

114. Zuke was provided with and reviewed portions of the DEP permit. 4T74:4-4T75:17; P-16. Those portions made no reference to Willow Creek. *See* P-16.

115. Zuke admitted that he never had, and never asked to see, the development's Agreement of Sale, yet he described it at length in the POS. 4T89:9-16.

116. Zuke admitted that he drafted disclosures in the POS pertaining to a purchase agreement and addendum that he had never seen and never asked to see.

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4T90:25 –91:6.

117. On February 22, 2007, Zuke wrote to Ms. Frame: “If you approve the Public Offering Statement, it will need the exhibits attached.” He included directions on completing the POS and attached a draft. D-59; 2T151:9-15.

118. On February 23, 2007, Zuke sent the POS to Ms. Frame without a date or exhibits. D-59; 2T162:6-2T163:1.

119. Zuke also sent undated HOA bylaws to Ms. Frame on February 23, 2007. D-59; 2T163:12-23.

120. Keystone’s procedure for reviewing, approving and distributing public offering statements was as follows: the project coordinator and in-house counsel for Keystone would review the public offering statements, which would then be posted by someone other than Ms. Frame in Keystone’s internal system for distribution. 3T8:233T10:14 (Mr. Rutt confirming procedure); D-139 at 45:5-46:17 (Ms. Frame identifying the procedure); *see also* D-138 at 532:11-15; 36T68:2-36T71:2.

121. Rutt admitted that the incorrect information included in the POS was something that could and would have been identified and corrected if the POS had been read when received. 2T158:22-2T159:10.

122. Ms. Frame acknowledged that the references in the POS to public water and public sewer were obviously wrong and she would have recognized the errors if she had read the POS at the time. D-139 at 55:18-56:18.

123. Keystone distributed the POS with the above identified errors. *See* D-139 at 101:5-102:3; D-138 at 532:11-15; 36T68:2-36T71:2.

124. Keystone never amended the POS after March 1, 2007 when wells were drilled and the existence of high nitrates in some of the drinking water wells was reported by the Health Department. 6T6:23-25.

125. The internal prebill of Appel & Yost only referenced Keystone, not Willow Creek. 4T69:16-23; P-5.

126. Appel & Yost’s billing statement for the engagement was sent to Keystone; the statement and did not reference Willow Creek. 2T123:4-8, 19-24.

127. Willow Creek paid A & Y the total of \$2,019.50 on or about April 2, 2007, following completion of the POS. 1T28:12-22; 2T26:22-24; P-6.

### **Sales Commence in March 2007**

128. As noted, *supra*, Keystone changed the subdivision name from Hopewell Ridge to Wyndham Creek. IT did so for marketing and promotional purposes. 2T43:23-2T44:8.

129. Construction of the homes began in 2007. 2T51:19-22.

130. Approximately 20 of the 29 lots in Wyndham Creek required EnviroServers, which were attached to the on-site septic. 3T40:1-7. The remaining lots had conventional septic systems. D-94; P-1; 2T47:22-2T48:2; 2T48:15-18.

131. The Hostettters conveyed or transferred lots to Keystone and Willow

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Creek, who in turn marketed, sold and conveyed homes to buyers from 2007 to 2010. 2T54:8-13; 2T55:25-2T56:16; 1T14:8-12.

132. The first transfer occurred on or about March 6, 2007. D-64; 2T106:9-17; *see also* P-44; P-45.

### **Dissemination of the POS**

133. The Appel & Yost file did not contain a dated POS, dated HOA bylaws or indication of approval of the POS by Keystone. P-16.

134. Keystone maintained in its file a version of the HOA bylaws with the handwritten date March 1, 2007. D-99 at Keystone3233; 2T161:7-21; 2T165:12-15; 2T168:4-6.

135. Keystone maintained in its file a version of the public offering statement with the handwritten date March 1, 2007, but without exhibits. D-99 at Keystone3244; 2T168:7-15.

136. Keystone's file included a note with the dated HOA bylaws and the dated public offering statement that indicated:

Note RE . . . HOA Docs:

Bylaws and Public Offering State can be dated/effective as soon as Wilmer signs Articles of Incorporation (sent to him 2/27).

D-99 at Keystone3252; 2T168:21-2T169:2; 2T170:4-8.

137. When the homeowners eventually commenced litigation in federal court against plaintiffs, the homeowners attached a public offering statement to their complaint that had a handwritten date but without exhibits. It was the same version of the POS contained in Keystone's file materials. P-8 at Exhibit E; 2T174:12-2T175:4; D-99.

138. The form used by plaintiffs to contract with homebuyers provided that the "The declarant must provide Buyer with a copy of the public offering statement and its attachments no later than the date Buyer executes this Agreement" and that the Agreement could be cancelled "within seven (7) days after receiving the public offering statement[.]" P-18 (admitted as if blank form); 3T52:20-3T53:21; 1T13:23-1T14:7.

139. In 2011, plaintiffs changed their form sales agreement to a customized sales agreement that included addenda for the HOA documents, on-site well water and on-site private sewage. 8T210:7-8T211:6. The new sales agreement required the homebuyer to check and initial acknowledgments that (i) the HOA documents (including the POS) had been received, (ii) there were HOA fees and the amounts, (iii) the home was served by an on-site water well and (iv) the "limited warranty does not cover issues related to water yield or water quality subsequent to Settlement." *See, e.g.*, D-101-B-1 (also D-779) at Keystone10902-04.

140. The new sales agreement also included a Septic Addendum that indicated the



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home was served by an on-site private septic system and that some homes had an EnviroServer. It did not disclose that the EnviroServer permit was experimental. *See, e.g.*, D-101-B-1 (also D-779) at Keystone10904 (“The Department of Environmental Protection has issued a permit for the EnviroServer to provide nitrogen reduction for individual residences.”)

141. Keystone entered into a separate construction contract with the homebuyers the home called a “Keystone Builder’s Agreement.” 1T14:5-7; P-18 at Keystone3916-3922 (admitted as if blank form).

142. The Keystone Builder’s Agreement provided “Buyer has received a copy of the public offering statement for the Homeowners Association/Community Association Documents, if applicable in described community” and it required the buyer to initial the provision. *See* P-18 at Keystone3918.

143. All of the agreements used by plaintiffs in the sale of homes indicated that the source of water was on-site well water. 3T19:13-16.

144. New home advisors interacted with new homebuyers and were responsible for providing the HOA documents, including the public offering statement, to them. 2T199:22-2T200:11. Advisors obtained the materials they distributed to new homebuyers from the conveyancing department at Keystone. 2T200:4-15. New home advisors were paid by Keystone. 2T200:22-25.

145. Michelle Hoffman was a new home advisor. 2T198:18-2T199:3; 2T201:11-13. She worked for Keystone for eight (8) months from the fall of 2008 to March 2009. D-141 at 11:3-5.

146. Ms. Hoffman acknowledged she had the POS for Wyndham Creek, but did not review it in detail. D-141 at 24:16-25:7.

147. Ms. Hoffman provided a packet of materials to new homebuyers, but did not know whether the POS was included because she never reviewed the packets. D-141 at 107:23-110:9.

148. She did not recall informing anyone that the EnviroServer was subject to an experimental permit from the DEP. D-141 at 45:12-46:3; *see also* D-141 at 43:7-44:4 (no discussion with Mr. Cookson about EnviroServer).

149. David Braun was also new home advisor at Wyndham Creek. 3T50:23-3T51:2. He was employed by Keystone from the summer 2005 to the end of December 2007 or beginning of 2008. He was an interim sales consultant at Wyndham Creek for a portion of that time. D-140 at 14:3-11, 40:8-16.

150. Similar to Ms. Hoffman, Mr. Braun obtained packages of materials from the corporate office that he would give to homebuyers when they signed the sales agreement. D-140 at 50:11-51:7.

151. Mr. Braun delivered, but did not read, the documents in the package. D-140 at 51:8-52:22. He does not know whether the package of materials he distributed to homebuyers contained the HOA bylaws or the POS. D-140 at 56:7-59:13.

152. Mr. Braun did not believe he had ever read a POS for Wyndham Creek. D-140 at 62:4-24.

**Well Permits**

153. Wells were drilled during the construction of the homes. 2T57:4-12.

154. Permits were issued for the wells at Wyndham Creek without the Health Department's review and approval of the sewage system design because the DEP permitted the sewage system design under its experimental permit. D-181 at 132:6-21.

155. Mr. Hostetter applied for the well permits. P-7; 10T130:16-19.

156. Well water testing is typically done close in time to the closing. D-181 at 261:23-262:19.

157. According to the well permits, Mr. Hostetter also received the water test results. P-7; 10T132:17-10T133:3; 10T146:17-25; 10T151:12-20.

158. Mr. Hostetter did not inform the homeowners who had wells testing above the acceptable level of nitrates that their water required treatment to be safe to drink. 10T133:14-10T134:4; 10T151:2-11; 10T138:4-7.

159. Keystone obtained the building permits and conducted and received the water test results. 2T57:23-2T59:1.

160. Some of the wells at Wyndham Creek tested higher than ten (10) parts per milliliter of nitrates.

161. A reverse osmosis system was required by the Health Department to remove the nitrates from the drinking water and provide a source of safe drinking water to the homeowners. 1T45:3-13; 3T21:18-19; 3T22:5-14; 3T39:22-25.

162. Keystone installed and paid for reverse osmosis systems on those homes that required them. D-138 at 630:22-25.

163. The reverse osmosis units were installed only on one faucet in the home -- the kitchen faucet. 3T23:15-20.

164. Keystone could have installed whole house reverse osmosis systems but never considered it. 3T22:21-3T23:3; 3T128:4-23.

165. Rutt did not know whether the water test results were actually provided to or discussed with homebuyers. 3T36:23-3T37:3.

166. Rutt could not identify any documentation to confirm that Keystone's "policy" was followed and the water test results were provided to the homeowners. D-138 at 448:12-450:11, 452:13-453:11, 454:17-456:15, 456:22-458:20.

167. Rutt claimed he spoke to people involved in the settlements and confirmed company policy was followed, but could not identify any person with whom he spoke. D-138 at 448:12-450:11, 452:13-453:11, 454:17-456:15, 456:22-458:20.

168. Rutt could not identify a writing provided to a homeowner that indicated a reverse osmosis system was required by the Health Department. D-137 at 105:15-25, 106:21-107:20, 109:2-16, 213:17-214:10, 215:6-11.

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**NOTICES**

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**CHANGE OF NAME NOTICE****IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA****CIVIL ACTION****LAW NO. 2021-01185-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Julia Marie Griesemer was filed in the above-named court and will be heard on Monday, May 24, 2021 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Thursday, February 25, 2021

Name to be changed from: Julia Marie Griesemer to: Julie M Griesemer

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

**CHANGE OF NAME NOTICE****IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA****CIVIL ACTION****LAW NO. 2021-01157-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Edith Martin on behalf of minor child Amirykal Joi Guess was filed in the above-named court and will be heard on Monday, March 22, 2021 at 2:00 PM, in Courtroom 4 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Wednesday, February 24, 2021

Name to be changed from: Amirykal Joi Guess to: Amirykal Joi Crawford

Any person interested may appear and show cause,

if any they have, why the prayer of the said petitioner should not be granted.

**CHANGE OF NAME NOTICE  
IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA****CIVIL ACTION****LAW NO. 2020-06629-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Anne Zaniewski was filed in the above-named court and will be heard on Monday, March 15, 2021 at 2:00 PM, in Courtroom 15 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Tuesday, December 15, 2020

Name to be changed from: Anne Zaniewski to: Anne Zaneski

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

Eugene Gitman, Esq., Attorney for the Petitioner  
Law Offices of Eugene Gitman

4821 E. Street Road

Feasterville Trevose, PA 19053-6647

**CORPORATION NOTICE**

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with and approved by the Department of State of the Commonwealth of Pennsylvania on the Wednesday, December 9, 2020 for **Bow & Stern, Inc.** in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988. The purpose or purposes for which it was organized are: To develop a novel docking mechanism.

Cheyenne Moseley  
Legalzoom.com, Inc.  
9900 Spectrum Drive  
Austin, TX 78717

**DISSOLUTION NOTICE**

NOTICE IS HEREBY GIVEN to all creditors and claimants of Bentley By Design, Ltd., a Pennsylvania corporation, that the corporation is voluntarily dissolving and its Board of Directors is engaged in winding up and settling the affairs of the corporation so that its corporate existence shall be ended pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988.

FOX ROTHSCCHILD LLP, Solicitors

2000 Market Street, 20th Floor  
Philadelphia, PA 19103

2000 Market Street, 20th Floor  
Philadelphia, PA 19103

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#### DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN to all creditors and claimants of Culbertson Realty, Inc., a Pennsylvania corporation, that the corporation is voluntarily dissolving and its Board of Directors is engaged in winding up and settling the affairs of the corporation so that its corporate existence shall be ended pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988.

FOX ROTHSCHILD LLP, Solicitors  
2000 Market Street, 20th Floor  
Philadelphia, PA 19103

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#### DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN THAT the sole Shareholder and the sole member of the Board of Directors of Barry B. Weinstein, D.D.S., P.C., a Pennsylvania professional corporation, with a registered address at 80 W Welsh Pool Rd., Ste 207, Exton, PA 19341, have approved a proposal that the corporation voluntarily dissolve, and that the Board of Directors is now engaged in winding up and settling the affairs of the corporation under the provisions of Section 1975 of the Pennsylvania Business Corporation Law of 1988, as amended. FOX ROTHSCHILD LLP, Solicitors, 747 Constitution Drive, Suite 100, P.O. Box 673, Exton, PA 19341-0673

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#### DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN to all creditors and claimants of Valley Park Realty, Inc., a Pennsylvania corporation, that the corporation is voluntarily dissolving and its Board of Directors is engaged in winding up and settling the affairs of the corporation so that its corporate existence shall be ended pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988.

FOX ROTHSCHILD LLP, Solicitors  
2000 Market Street, 20th Floor  
Philadelphia, PA 19103

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#### ESTATE NOTICES

*Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.*

#### 1st Publication

**ALEXANDER**, Craig, late of East Coventry Township. Jonnie Alexander, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executrix. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

**BERRY**, Daniel S., late of Coatesville City. Patricia A. Kleinz, care of JAMES R. ABBOTT, Esquire, 103 Chesley Dr., Media, PA 19063, Administratrix. JAMES R. ABBOTT, Esquire, Abbott & Overholt PC, 103 Chesley Dr., Media, PA 19063, atty.

**BOOTH**, Lisa, a/k/a Lisa Gail Booth, late of Newlin Township. Laura Booth, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Administratrix. C.T.A. NATHAN EGNER, Esquire, Law Offices of Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

**BROWN**, Florence, a/k/a Florence Graham Brown, late of Lower Oxford Township. Joel Brown and Gerald Brown, care of WINIFRED MORAN SEBASTIAN, Esquire, P.O. Box 381, 208 East Locust Street, Oxford, PA 19363, Executor. WINIFRED

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#### DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN to all creditors and claimants of Bentley at Kinterra, Inc., a Pennsylvania corporation, that the corporation is voluntarily dissolving and its Board of Directors is engaged in winding up and settling the affairs of the corporation so that its corporate existence shall be ended pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988.

FOX ROTHSCHILD LLP, Solicitors  
2000 Market Street, 20th Floor  
Philadelphia, PA 19103

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#### DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN to all creditors and claimants of Choptank Investments, Inc., a Pennsylvania corporation, that the corporation is voluntarily dissolving and its Board of Directors is engaged in winding up and settling the affairs of the corporation so that its corporate existence shall be ended pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988.

FOX ROTHSCHILD LLP, Solicitors

MORAN SEBASTIAN, Esquire, P.O. Box 381, 208 East Locust Street, Oxford, PA 19363, atty.

**CLOETINGH**, Thomas K., a/k/a Thomas Keppel Cloetingh, late of Charlestown Township. Joan E. Cloetingh, care of AMY S. UFBERG, Esquire, Cira Centre, 2929 Arch St., Philadelphia, PA 19104-2808, Executrix. AMY S. UFBERG, Esquire, Dechert LLP, Cira Centre, 2929 Arch St., Philadelphia, PA 19104-2808, atty.

**DENGLER**, Carol E., late of Pennsbury Township. Carol D. Gander, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**DuPLESSIS**, Holly P., Holly DuPlessis, late of Chester Springs. Michele DuPlessis, 1130 Braefield Rd., Chester Springs, PA 19425, Executrix.

**EARLY, JR.**, James Arthur, a/k/a James A. Early, late of East Goshen Township. Karen Jean Christy and James C. Early, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executors. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**FIORINI**, Jennifer, a/k/a Jennifer Emmi Fiorini, late of Tredyffrin Township. Michael J. Emmi, care of NEAL G. WILEY, Esquire, 1608 Walnut St., Ste. 900, Philadelphia, PA 19103, Executor. NEAL G. WILEY, Esquire, Alexander & Pelli, LLC, 1608 Walnut St., Ste. 900, Philadelphia, PA 19103, atty.

**FULTON**, Lucille H., late of Oxford. Richard D. Terry, Susan Fulton Glass, and Sandra Fulton Day, care of SAMUEL McMICHAEL, Esquire, P.O. Box 296, Oxford, PA 19363, Co-Executor/Executrices. SAMUEL McMICHAEL, Esquire, McMichael, Heiney & Sebastien, LLC, P.O. Box 296, Oxford, PA 19363, atty.

**HANKS**, Loretta Watts, late of Uwchlan. Kimberly Hanks Kramer, 381 Foxdale Rd, Media, PA 19380, Executor.

**HARPER**, Janet M., late of East Goshen Township. Mitchell P. Harper, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

**HARTMAN**, Dorothy E., late of Kennett Square Borough. Robert H. Hartman, care of CATHERINE SUE CLARK, Esquire, 11319 Shannondell Dr., Norristown, PA 19403, Executor. CATHERINE SUE

CLARK, Esquire, 11319 Shannondell Dr., Norristown, PA 19403, atty.

**HOPP**, Catherine Ahmie, late of Uwchlan Township. Philip C. Hopp, care of PETER E. BORT, Esquire, 101 Lindenwood Drive, Suite 225-G, Malvern, PA 19355, Executor. PETER E. BORT, Esquire, Bort Law, 101 Lindenwood Drive, Suite 225-G, Malvern, PA 19355, atty.

**KIEFER**, Robert J., late of East Goshen Township. Christian J. Kiefer, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Administrator. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**KOONS**, Gail Mullarkey, a/k/a Gail Koons and Gail M. Koons, late of Penn Township. John P. Koons, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Executor. NATHAN EGNER, Esquire, Law Offices of Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

**KREUZBERGER**, Eugene F., late of Penn Township. Alicia A. Pepper & Thomas E. Kreuzberger, care of LISA COMBER HALL, Esquire, 27 S. Darlington St., West Chester, PA 19382, Executors. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington St., West Chester, PA 19382, atty.

**LINCOLN**, Jeanne K., late of East Coventry Township. Denny Lincoln, 1885 Newland Court, Lakewood, CO 80214, Executor. DAVID G. GARNER, Esquire, Law Office of David G. Garner, 635 E. High Street, Suite 2, Pottstown, PA 19464, atty.

**MAKOUS**, Norman, late of West Brandywine Township. Bruce Makous, care of PHILIP G. CURTIN, Esquire, 1231 Lancaster Ave., Berwyn, PA 19312-1244, Executor. PHILIP G. CURTIN, Esquire, Philips, Curtin & DiGiacomo, 1231 Lancaster Ave., Berwyn, PA 19312-1244, atty.

**PATTON**, Vivian C., Vivian Patton, late of Chester Springs. Gregory DuPlessis, CPA, 1130 Braefield Rd, Chester Springs, PA 19425, Executor.

**REID**, Jennie Irene, a/k/a Jennie Bennett Reid, Jennie B. Reid, late of East Fallowfield Township. Mary R. Wilkinson, 382 Chatham Rd., West Grove, PA 19390 & Ruth E. Hammond, 112 Huntington Circle, Coatesville, PA 19320, Executors. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

**REISH**, Elizabeth M., late of South Coventry Twp. Ralph J. Reish, Jr., 700 Bridle Path Lane, Boyertown, PA 19512, Executor. **KENNETH E. PICARDI**, Esquire, Yerkey.Daylor.Allebach.Scheffey.Picardi, 1129 E. High St., P. O. Box 776, Pottstown, PA 19464, atty.

**SAMMARITANO**, Genevieve O., a/k/a Genevieve J. Sammaritano, Genevieve Sammaritano, late of Upper Providence Township. Richard M. Sammaritano, 704 Thornberry Dr., Harleysville, PA 19438, Executor. **JEFFREY K. LANDIS**, Esquire, Landis, Hunsberger, Gingrich & Weik, LLP, 114 East Broad Street, P.O. Box 64769, Souderton, PA 18964, atty.

**SCHEIDT**, John T., late of East Goshen. Carol Scheidt, care of **RICK MORTON**, Esquire, 220 W. Gay St., West Chester, PA 19380, Executrix. **RICK MORTON**, Esquire, Ryan Morton & Imms, 220 W. Gay St., West Chester, PA 19380, atty.

**STEPHENSON**, William, late of Phoenixville. Gregory Stephenson, 613 Mockingbird Lane, Audubon, PA 19403, Executor. **DIANE M. ZABOWSKI**, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegetown, PA 19426, atty.

**STEPHENSON**, Jean Marie, late of Phoenixville. Gregory Stephenson, 613 Mockingbird Lane, Audubon, PA 19403, Executor. **DIANE M. ZABOWSKI**, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegetown, PA 19426, atty.

**STRODE**, William H., late of West Whiteland Township. Anthony Morris, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executor. **ANTHONY MORRIS**, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

**THOMAS**, Ricky, a/k/a Richard K. Thomas, late of West Whiteland Township. Anne Mitchell, care of **ROBERT C. EWING**, Esquire, 116 W. Baltimore Ave., P.O. Box 728, Media, PA 19063, Executor. **ROBERT C. EWING**, Esquire, 116 W. Baltimore Ave., P.O. Box 728, Media, PA 19063, atty.

**TOOLES**, Linda Nye, late of Valley Township. Arthur H. Tooles, Jr., 10 Dahlia Rd., Somerset, NJ, 08873 & Dwayne N. Tooles, 328 Dague Farm Dr., Coatesville, PA 19320, Executors. **GORDON W. GOOD**, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

## 2nd Publication

**BUECHNER**, C. Suzanne, a/k/a Carol Suzanne Buechner, Suzanne Buechner and Carol Buechner, late of Willistown Township. Lauren E. Buechner

and Andrew G. Buechner, 218 N. 22ND St., Apt. B., Philadelphia, PA 19103, Executors. **MATTHEW D. GILBERT**, Esquire, Fromhold Jaffe & Adams, P.C., 789 E. Lancaster Ave., St. 220, Villanova, PA 19085, atty.

**CALLO**, Dorothy M., a/k/a Dorothy Callo, late of East Goshen Township. Donna M. Forcey, care of **LISA A. SHEARMAN**, Esquire, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, Executrix. **LISA A. SHEARMAN**, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin, PC, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, atty.

**CASSELBERRY**, James Richard, late of Phoenixville. Jennifer Epps, 612 W. Seven Stars Road, Phoenixville, PA 19460, Executrix.

**CATINA**, Joseph A., late of West Chester Borough. Joe L. Catina, care of **W. MARSHALL PEARSON**, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. **W. MARSHALL PEARSON**, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

**COPE**, Jeanne Evans, a/k/a Catherine Jeanne Evans Cope, late of Kennett Square. Richard Cope, 410 Wise Ave, Baltimore, MD 21222, Executor.

**EGGLESTON**, Annie Bell, late of Coatesville Borough. Henry H. Eggleston, care of **JEFFREY C. GOSS**, Esquire, 480 New Holland Ave, Suite 6205, Lancaster, PA 17602, Executor. **JEFFREY C. GOSS**, Esquire, Brubaker Connaughton Goss & Lucarelli LLC, 480 New Holland Ave, Suite 6205, Lancaster, PA 17602, atty.

**FOEHL**, Mary L., late of Honey Brook Township. Kimberlee J. Nelson, care of **NANCY W. PINE**, Esquire, 104 S. Church St., West Chester, PA 19382, Executrix. **NANCY W. PINE**, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

**FRIDAY**, Carol Rees, a/k/a Carol Friday & Carol A. Friday, late of Phoenixville. Kelly Conway, 221 Lyndell Drive, Phoenixville, PA 19460, Executor. **SUZANNE BENDER**, Esquire, 216 Bridge Street, Phoenixville, PA 19460, atty.

**GUERRERA**, Michael J., late of East Nottingham Township. Margaret McNair, care of **IRA D. BINDER**, Esquire, 227 Cullen Rd, Oxford, PA 19363, Executor. **IRA D. BINDER**, Esquire, 227 Cullen Rd, Oxford, PA 19363, atty.

**JELINEK**, Dana L., late of East Goshen Township. David C. Jelinek, care of **CARRIE A. S. KENNEDY**, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301-1775, Executor. **CARRIE A. S. KENNEDY**, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster

er Ave., Paoli, PA 19301-1775, atty.

**KELLY**, James F., late of Willistown Township. Matthew Kelly, care of VINCENT CAROSELLA, JR., Esquire, 882 S. Matlack Street, Suite 101, West Chester, PA 19382, Executor. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 S. Matlack Street, Suite 101, West Chester, PA 19382, atty.

**LEAGITON**, Lee Arthur, late of Uwchlan Township. Connie Rose, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrix. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**LETO**, Francesco, late of Tredyffrin Township. Francis J. Leto and Bruce G. Leto, care of RUSSELL J. RESSLER, Esquire, 30 Valley Stream Parkway, Malvern, PA 19103, Executors. RUSSELL J. RESSLER, Esquire, Stradley, Ronon, Stevens & Young, LLP, 30 Valley Stream Parkway, Malvern, PA 19103, atty.

**MARTIN**, Lorraine L., late of East Pikeland Township. Paul J. Martin, care of MICHAEL S. CONNOR, Esquire, 644 Germantown Pike, Ste. 2-C, Lafayette Hill, PA 19444, Executor. MICHAEL S. CONNOR, Esquire, The Law Office of Michael S. Connor, 644 Germantown Pike, Ste. 2-C, Lafayette Hill, PA 19444, atty.

**McCLOSKEY**, Mary D., late of Westtown Township. Christine M. Kinsey, care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executrix. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

**McDONALD, JR.**, John Joseph, a/k/a John J. McDonald, late of West Whiteland. Marie Nadeau, 129 Church Street, Malvern, PA 19355, Administratrix. WILLIAM JOSEPH McDEVITT, Esquire, 57 Colonial Drive, Havertown, PA 19083, atty.

**MILLER**, Brent L., a/k/a Brent Lavere Miller, late of East Coventry Township. Victoria L. Miller, 230 Brownstone Dr., Pottstown, PA 19465, Executrix. JOSEPH K. KOURY, Esquire, O'Donnell, Weiss & Mattei, PC, 41 E. High St., Pottstown, PA 19464, atty.

**PANTONE**, Veronica H., late of Phoenixville. Theresa Keys, care of ANN C. PEARL, Esquire, 1940 Route 70, Suite 2, Cherry Hill, NJ 08003, Executrix. ANN C. PEARL, Esquire, Law offices of Ann C. Pearl, 1940 Route 70, Suite 2, Cherry Hill, NJ 08003, atty.

**RONCA**, Beverly F., late of East Goshen Township. John P. Ronca, care of BRUCE W. LAVERTY, Esquire, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, Administrator. BRUCE W. LAVERTY, Esquire, Laverty Law Offices, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, atty.

**WOGRAM**, Jeffrey W., late of Uwchlan Township. Rudolph M. Wogram, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Administrator. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

### 3rd Publication

**AMMON, JR.**, Henry E., late of Honey Brook Township. Brian H. Ammon, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

**BERMAN**, Hildegard, late of Penn Township. Michelle Berman Dodge, care of BRADLEY S. COHEN, Esquire, 1810 Chapel Ave. West, Ste. 200, Cherry Hill, NJ 08002, Executrix. BRADLEY S. COHEN, Esquire, Lex Nova Law LLC, 1810 Chapel Ave. West, Ste. 200, Cherry Hill, NJ 08002, atty.

**CHWOROWSKY**, Eleanor D., late of Honey Brook. David Thomsson, 104 Melrich Road, Cranbury, NJ 08512, Executor.

**CUNNINGHAM**, Nancy S., a/k/a Nancy Cunningham, late of East Goshen Township. Julie A. Cunningham, 43 Orchard Court, Royersford, PA 19468, Executrix. THERESE L. MONEY, Esquire, Law Office Therese L. Money, LLC, 109 East Evans St., Suite A, West Chester, PA 19380, atty.

**DeVAUX**, Charles D., late of Malvern. Helen DeVaux, 200 W Elm Street #1333, Conshohocken, PA 19428, Executrix. CARRIE WOODY, Esquire, Woody Law Offices, PC, 110 W. Front St., Media, PA 19063, atty.

**GUMMEY, JR.**, Charles F., late of Pennsbury Township. Joan F. Gummey, care of WILLIAM H. LUNGER, Esquire, 1020 N. Bancroft Parkway, Suite 100, Wilmington, DE 19805, Executrix. WILLIAM H. LUNGER, Esquire, Martin & Lunger, P.A., 1020 N. Bancroft Parkway, Suite 100, Wilmington, DE 19805, atty.

**JAMES**, Pauline H., late of Oxford. Judith K. Davis, care of RYAN G. BORCHIK, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Administrator. C.T.A. RYAN G. BORCHIK, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box



96, Kennett Square, PA 19348, atty.

**KOLYNYCH**, Walter, late of Penn Township. Hugh Diamond and Rebecca Diamond, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Co-Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett, LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**LEITNER**, Maria M., late of West Whiteland Township. Maria Wilson, 3503 Sandpiper Court, Edgewood, MD 21040, Executrix.

**MacFADDEN-OSMOND**, Doreen B., a/k/a Doreen B. MacFadden, late of East Bradford Township. James W. MacFadden, Jr., care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executor. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

**MAUGER**, Grant E., a/k/a G. Eugene Mauger, late of East Bradford Township. Robert A. Mauger & Beverly G. Shairer, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executors. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

**MILLER**, Shirley Mae, late of Elverson Borough. Lori J. Helms, 124 Maple Drive, PO Box 244, Morgantown, PA 19543-0244, Executrix.

**MOWDAY**, Marilyn J., late of East Bradford J. Graham Andes, care of JENNIFER H. WALKER, Esquire, 31 S. High Street, West Chester, PA 19382, Executor. JENNIFER H. WALKER, Esquire, Peak Legal Group, Ltd., 31 S. High Street, West Chester, PA 19382, atty.

**NAPPI**, Elizabeth D., a/k/a Bettie Nappi and Bunnie Nappi, late of West Chester. Veronica M. Zambito, 410 W. Deer Pointe Road, West Chester, PA 19382, Executrix.

**PANISH**, Charles V., late of Schuylkill Township. Suzanne Harteg and Christopher Gassert, care of DAVID P. BROWN, III, Esquire, 1944 Kimberton Rd., P.O. Box 729, Kimberton, PA 19442-0729, Executors. DAVID P. BROWN, III, Esquire, 1944 Kimberton Rd., P.O. Box 729, Kimberton, PA 19442-0729, atty.

**PRENDERGAST, JR.**, Robert W., late of Chaddsford. Tara Lafferty, care of KEVIN S. FRANKEL, Esquire, 150 N. Radnor Chester Road, Suite F-200, Radnor, PA 19087, Administratrix. KEVIN S. FRANKEL, Esquire, Frankel Estate Planning & Elder Law, LLC, 150 N. Radnor Chester Road, Suite F-200, Radnor, PA 19087, atty.

**SCOTT**, Barbara, late of Oxford. Meredith E. Scott, 59 South 3rd Street, Suite 5, Oxford, PA 19363,

Administrator. ELIZABETH T. STEFANIDE, Esquire, 339 W. Baltimore Avenue, Media, PA 19063, atty.

**SHOEMAKER**, Anne, a/k/a Tina Shoemaker, late of Phoenixville. Kimberly Baird, 109 W Linfield Trappe Rd., Royersford, PA 19468, Executrix.

**SNELL**, Ruth E., late of West Brandywine Township. Stephen R. Snell, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executor. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

**WATSON**, Margery J., Margery Johnston Watson, late of East Pikeland Township. Brooke L. Watson, care of DAVID S. DANIEL, Esquire, 319 West Front Street, Media, PA 19063, Executrix. DAVID S. DANIEL, Esquire, Law Office of David S. Daniel, 319 West Front Street, Media, PA 19063, atty.

**WHITEMAN**, Leroy T., late of East Bradford Township. Bruce L. Whiteman, care of WILBUR D. DAHLGREN, Esquire, 140 E. Butler Ave., Chalfont, PA 18914, Executor. WILBUR D. DAHLGREN, Esquire, Semanoff Ormsby Greenberg & Torchia, LLC, 140 E. Butler Ave., Chalfont, PA 18914, atty.

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## FICTITIOUS NAME

*NOTICE is hereby given, pursuant to Fictitious Names Act of 1982, 54 Pa.C.S. Section 301 et seq., which repealed prior laws on the subject, any entity or entities (including individuals, corporations, partnership or other groups, which conduct any business in Pennsylvania under an assumed or fictitious name shall register such name by filing an application for registration of fictitious name with the Department of State for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of*

**Natural Beauty Flower Farm**, with its principal place of business at 91 Mapleflower Road, Glenmoore, PA 19343. The application has been (or will be) filed on: Thursday, December 3, 2020. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Megan E Uhler, 91 Mapleflower Road, Glenmoore, PA 19343.

**Chocolate Experiences**, with its principal place of business at 17 Baldwin Circle, Glenmoore, PA 19343. The application has been (or will be) filed on: Monday, March 1, 2021. The name(s) and address(es) of the individual(s) or entity(ies) owning

or interested in said business: Arlene Adam, 17 Baldwin Circle, Glenmoore, PA 19343.

**Reading with Results**, with its principal place of business at 1004 Windy Knoll Road, West Chester, PA 19382. The application has been (or will be) filed on: Tuesday, November 13, 2018. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Deborah Service, 1004 Windy Knoll Road, West Chester, PA 19382.

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act of Assembly No. 295, effective March 16, 1983, of the filing in the office of the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, an application for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of Name: **Pottstown Comprehensive Treatment Center**, with its principal place of business at: 301 Circle of Progress Drive, Pottstown, PA 19464. The names and addresses of all persons or entities owning or interested in said business is Habit Opco, LLC, 6100 Tower Circle, Suite 1000, Franklin, TN 37067.

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act of Assembly No. 295, effective March 16, 1983, of the filing in the office of the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, an application for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of Name: **Coatesville Comprehensive Treatment Center**, with its principal place of business at: 1825 E. Lincoln Hwy, Coatesville, PA 19320. The names and addresses of all persons or entities owning or interested in said business is Advanced Treatment Systems, LLC, 6100 Tower Circle, Suite 1000, Franklin, TN 37067.

**NONPROFIT CORPORATION NOTICE**

*NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.*

The name of the corporation is **RAPTOR Analytics, Inc.**

Articles of Incorporation were filed on Thursday,

January 21, 2021

The purpose or purposes for which it was organized are: To acquire, integrate, and analyze de-identified HIPAA compliant healthcare data to support descriptive and comparative studies of organ transplants in collaboration with academic institutions, governmental agencies, and non-profit organizations.

**NONPROFIT CORPORATION NOTICE**

*NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.*

The name of the corporation is **CDB Scholarship Foundation Inc.**

Articles of Incorporation were filed on Monday, September 21, 2020

The purpose or purposes for which it was organized are: A Non profit Offering scholarships to high school seniors

**WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM NOTICE**

NOTICE IS HEREBY GIVEN that a Writ of Scire Facias Sur Municipal Claim was filed on February 23, 2021 against real property located at 200 Ashmun Avenue, Lincoln University, Pennsylvania 19352, Tax Parcel No. 56-9D-1-E (the "Property"), owned by AMEZ Church and in the amount of \$11,685.37. Notice is further given that the owner of the Property shall file an Affidavit of Defense with the Office of the Prothonotary of the Court of Common Pleas of Chester County within fifteen (15) days of this Notice. If an Affidavit of Defense is not filed, judgment may be entered against the Property and you may lose money or property or other rights important to you. Additional fees and costs incurred in the collection of this matter and additional interest will continue to accrue against the Property. You should take this Notice to your lawyer at once. If you do not have a lawyer or cannot afford a lawyer, contact the following office for assistance: Lawyer Referral Service, Chester County Bar Association: 15 West Gay Street, West Chester, PA 19382 (610) 429-1500.

**NOTICE**

West Bradford Township vs. Michael Lombertino & Margaret Lombertino - No. 2017-01211-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2015-2018 trash and hydrant fees for property located at 1603 Barbara Drive, West Bradford, PA, Tax Parcel #50-5A-343. A Writ of Scire Facias for \$2,131.12 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. 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 Plaintiff. You may lose money, property or other rights important to you. 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. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

**NOTICE**

West Brandywine Township vs. David Vanhorn - No. 2018-06966-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2015-2017 trash fees for property located at 335 Hibernia Road, West Brandywine, PA, Tax Parcel #29-7-6.1. A Writ of Scire Facias for \$1,599.79 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. 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 Plaintiff. You may lose money, property or other rights important to you. 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. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

**NOTICE**

Great Valley School District vs. Diane M. Washington, Mala L. Washington & Lance Gooden Washington - No. 2017-09989-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2016 real estate taxes for property located at 154 Conestoga Road, E. Whiteland Twp., PA, Tax Parcel #42-4-38. A Writ of Scire Facias for \$4,199.90 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. 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 Plaintiff. You may lose money, property or other rights important to you. 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. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

**NOTICE**

Borough of West Chester vs. Chris G. Schultz, Trustee of the Erna Schultz Trust under Agreement of Trust Dated 12/21/92 - No. 2019-12761-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2018 real estate taxes for property located at 531 S. Walnut Street, West Chester, PA, Tax Parcel #1-9-1190. An Amended Writ of Scire Facias/A Writ of Scire Facias for \$1,542.82 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. 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 Plaintiff. You may lose money, property or other rights important to you. 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. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

qualify. Contact the following office for instructions and forms to complete and file.

**Clerk of the Orphans' Court  
York County Judicial Center  
45 North George Street  
York, Pennsylvania 17401  
717-771-9288**

**<http://yorkcountypa.gov/component/jdownloads/send/100-adopt-forms/824-packet-for-court-appt-ed-counsel-and-financial-affidavit.html>**

Martin Miller, Esquire  
Solicitor for York County Offices of  
Children, Youth & Families

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**PUBLIC NOTICE TO  
ASHLEY HAAVA ERKAN AND STEVEN  
SHARP**

**In Re: Adoption of Kay-Lani Michele Sharp, A  
Minor**

A petition has been filed asking the Court to put an end to all rights you have as a parent to your child, Kay-Lani Michele Sharp. A Termination of Parental Rights Hearing has been scheduled for April 20, 2021, at 9:00 a.m., in Court Room No. 6006, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Kay-Lani Michele Sharp (DOB: March 4, 2019), whose Father is Steven Sharp and whose Mother is Ashley Haava Erkan. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended 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.

**ATTORNEY CONNECTION/YCBA MODEST  
MEANS**

**137 East Market Street  
York, Pennsylvania 17401  
717-854-8755**

**<http://www.yorkbar.com/?page=YCBAFindEsq>**

If you cannot afford an attorney, an attorney may be appointed by the court at no cost to you if you

A prospective adoptive parent of a child may enter into an agreement with a birth relative of the child to permit continuing contact or communication between the child and the birth relative or between the adoptive parent and the birth relative. An agency or anyone representing the parties in an adoption shall provide notification to a prospective adoptive parent, a birth parent and a child who can be reasonably expected to understand that a prospective adoptive parent and a birth relative of a child have the option to enter into a voluntary agreement for the continuing contact or communication. See 23 Pa.C.S.A Section 2731, et seq.

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**2nd Publication of 3**

**TRUST NOTICE**

Notice is hereby given that the settlor of the Revocable Trust set forth below has died, and no Personal Representative has been appointed for said Decedent's Estate. All persons having claims or demands against said Decedent are requested to make known the same and all persons indebted to said Decedent are requested to make payment without delay to the Trustee or the Trustee's attorney as named below:  
Trust of: Sheila M. Weir, Deceased  
Late of: West Chester Township  
Trustee Name: Dr. David S. Weir  
Address: 141 Indian Hannah Road, West Chester, PA 19382  
Attorney: Peter S. Gordon, Esq.  
Firm: Gordon, Fournaris & Mammarella, P.A.  
Address: 1925 Lovering Ave, Wilmington, DE 19806

### Sheriff Sale of Real Estate

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, March 18th, 2021 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff's Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday, April 19th, 2021.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff's Office within ten (10) days thereafter.

N.B. Ten percent (10%) of the purchase money must be paid at the time and place of sale. **Payment must be paid in cash, certified check or money order made payable to the purchaser or "Sheriff of Chester County". The balance must be made payable to "Sheriff of Chester County". within twenty-one (21) days from the date of sale by 4PM.**

**FREDDA L. MADDOX, SHERIFF**

### 3rd Publication

**SALE NO. 21-3-15**

**Writ of Execution No. 2015-03668**

**DEBT \$847,249.17**

ALL THAT CERTAIN lot or piece of ground, situate in the Township of West Brandywine, County of Chester and Commonwealth of Pennsylvania, described according to a Final Plan Submission for Hide-A-Way Farms, made by Nave Newell, dated May 4, 2004, last revised June 15, 2005, and recorded as Plan File No. 17557, and being more particularly

bounded and described as follows, to-wit: BEGINNING at a point on the Southerly side of Pennswick Drive, a corner of Lot No. 46 on said Plan; thence extending along said Lot, South 7 degrees 25 minutes 36 seconds East 215.92 feet to a point inline of Open Space; thence extending along same the two following courses and distances:

(1) South 85 degrees 57 minutes 38 seconds West 100.18 feet to a point on the Northerly right-of-way so Sunoco Pipeline L.P. easement; and

(2) North 7 degrees 25 minutes 36 seconds West 210 feet to a point on the Southerly side of Pennswick Drive, thence extending along same, North 82 degrees 34 minutes 24 seconds East 100 feet to the first mentioned point and place of beginning.

BEING LOT NO. 45 on said Plan.

BEING THE SAME PREMISES AS Southdown Homes L.P., a Pennsylvania Limited Partnership by Southdown Properties, Inc., its General Partner, by Deed dated December 21, 2006, and recorded on December 29, 2006, by the Chester County Recorder of Deeds in Deed Book 7045, at Page 1307, as Instrument No. 10716629, granted and conveyed unto Jerard Brown, an Individual.

UPI NO. 29-5-1.45

PLAINTIFF: HSBC Bank USA, National Association, as Trustee for Option One Mortgage Loan Trust 2007-HL 1, Asset-Backed Certificates, Series 2007-HL 1 VS

DEFENDANT: **Jerard Brown and the United States of America**

SALE ADDRESS: 3 Pennswick Drive, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 21-3-16****Writ of Execution No. 2018-07313****DEBT \$287,522.35**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the township of East Whiteland, County of Chester and Commonwealth of Pennsylvania, and described according to a Plan made for F. H. Construction Company known as "Hill Brook Park" said Plan made by Chester Valley Engineers, Inc., Consulting Engineers, Paoli, Pennsylvania, dated 1/3/1961 and ALST revised 3/30/1961, as follows, to wit:

BEGINNING at a point on the southeasterly side of Hill Brook Circle (50 feet wide) said point measured by the 5 following courses and distances from a point of curve on the northeasterly side of Conestoga Road (Route #401) (50 feet wide)' (1) leaving Conestoga Road on the arc of a circle curving to the right with the radius of 13 feet, the arc distance of 20.42 feet to a point of tangent on the southeasterly side of Hill Brook Circle (said point of tangent being the northwestern portion of "Leg" of Hill Brook Circle which has "U" shaped courses)' (2) north 24 degrees 51 minutes 30 seconds east, measured along the said side of Hill Brook Circle, 92.64 feet to a point of curve in the same; (3) northeastwardly measured still along the said side of Hill Brook Circle on the arc of a circle curving to the right having a radius of 225 feet the arc distance of 1418.47 feet to a point of tangent in the same; (4) north 62 degrees 40 minutes east, measured still along the said side of Hill Brook Circle, 360 feet to a point of curve in the same and (5) northeastwardly measured still along the said side of Hill Brook Circle, on the arc of a circle curving to the right having a radius of 1,590 feet, the arc distance of 356.14 feet to the point of beginning; thence

extending from said point of beginning measured along the said side of Hill Brook Circle, the 2 following courses and distances; (1) northeastwardly on the arc of a circle curving to the right having a radius of 1,590 feet the arc distance of 165.58 feet to a point, the chord of said bearing north 78 degrees 29 minutes east, 165.50 feet to a point of tangent in the same, (2) north 81 degrees 28 minutes east, 15.23 feet to a point, thence extending south 8 degrees 32 minutes east, 23.9 feet to a point, thence extending south 57 degrees 30 minutes east, 164.37 feet to a point; thence extending north 14 degrees 30 minutes west 291.62 feet to the first mentioned point and place of beginning.

Being Lot #23 as shown on the above-mentioned Plan.

Being the same premises which Carol R. Judge nka Carol Burke by deed dated 1/23/93 and recorded 2/8/93 in Chester County in Record book 3502 Page 291 conveyed unto Barbara R. Guenther and Richard W. Guenther, W/H, in fee.

And being the same premises which Richard Guenther by Deed dated 6/27/11 and recorded in Chester County in record book 8210 page 1004 conveyed his interest unto Barbara R. Guenther, in fee.

Being UPI # 42-3-32.7

PLAINTIFF: Trumark Financial Credit Union

VS

DEFENDANT: **Diane D. Weaver and James E. Weaver, Jr.**

SALE ADDRESS: 28 Hillbrook Circle, Malvern, PA 19355

PLAINTIFF ATTORNEY: **HILL WALKER LLP 215-579-7700**

**SALE NO. 21-3-17**

**Writ of Execution No. 2019-02485**

**DEBT \$529,586.10**

ALL THOSE CERTAIN LOTS OR  
PIECES OF GROUND SITUATE IN  
EAST VINCENT TOWNSHIP, CHES-  
TER COUNTY, PENNSYLVANIA:

BEING KNOWN AS: 7 COOKS  
ROAD, SPRING CITY, PA 19475

IMPROVEMENTS:RESIDENTIAL  
PROPERTY

BEING PARCEL NUMBER: 21-04-  
0032.0400

IMPROVEMENTS thereon: Residen-  
tial Property

PLAINTIFF: Deutsche Bank National  
Trust Company, as Indenture Trustee for  
American Home Mortgage Investment  
Trust 2005-2

VS

DEFENDANT: **Nancy W. Pine, Es-  
quire, in her Capacity as Administra-  
trix of the Estate of Jeffrey Stiles a/k/a  
Jeffrey D. Stiles**

SALE ADDRESS: 7 Cooks Glen Road,  
Spring City, PA 19475

PLAINTIFF ATTORNEY: **RAS CIT-  
RON, LLC 855-225-6906**

**SALE NO. 21-3-18**

**Writ of Execution No. 2017-09330**

**DEBT \$29,782.04**

ALL THOSE CERTAIN LOTS OR  
PIECES OF GROUND SITUATE IN  
TOWNSHIPOF VALLEY, CHESTER  
COUNTY, PENNSYLVANIA:

BEING KNOWN AS: 909 CHARLES  
STREET COATESVILLE, PA 19320

IMPROVEMENTS:RESIDENTIAL  
PROPERTY

BEING PARCEL NUMBER:  
805C00861000

IMPROVEMENTS thereon: Residen-  
tial Property

PLAINTIFF: Liberty Savings Bank,  
FSB

VS

DEFENDANT: **Larry M. Dovin; Unit-  
ed States of America, Department of  
the Treasury - Internal Revenue Ser-  
vice**

SALE ADDRESS: 909 Charles Street,  
Coatesville, PA 19320

PLAINTIFF ATTORNEY: **RAS CIT-  
RON, LLC 855-225-6906**

**SALE NO. 21-3-19**

**Writ of Execution No. 2018-05925**

**DEBT \$315,539.00**

All that certain tract or piece of land  
with the buildings and improvements  
thereon erected, hereditaments and ap-  
purtenances, situate in Caln Township,  
County of Chester, Commonwealth of  
Pennsylvania, Bounded and described  
according to a plan of Fern M. Pike es-  
tate, made by Berger and Hayes, Inc.,  
Consulting Engineers and Surveyors,  
Thorndale, PA dated 4/5/1988.

BEING UPI # 39-3L-110

All that certain lot or tract of land situ-  
ate in the Township of Caln, County of  
Chester and Commonwealth of Pennsyl-  
vania said land being known as lot no.  
32 as shown on a plan known as Carver  
Court, Caln Township, Chester County,  
Pennsylvania, dated 11/23/1948, revised  
1/4/1954, and recorded on 3/12/1954 in  
plan book 3 page 53, in the land records  
of Chester County, Pennsylvania.

BEING UPI # 39-3-104

PLAINTIFF: Prosper Bank

VS

DEFENDANT: **Coatesville Solar Initiative LLC**

SALE ADDRESS: 1103 Foundry Street and 110 Foundry Street, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **ANTHONY R. DISTASIO, ESQUIRE 610-374-7320**

**SALE NO. 21-3-20**

**Writ of Execution No. 2019-07880**

**DEBT \$1,338,969.84**

ALL THAT CERTAIN lot or parcel of land with buildings and improvements thereon erected, SITUATE in the Township of Schuylkill, County of Chester, State of Pennsylvania, bounded and described according to a Final Overall Title Plan of "Valley Park" for Valley Park Realty Associates, L.P. made by D.L. Howell & Associates, INC., West Chester, PA dated 12/4/2003, last recorded 8/11/2004 as Plan # 17146 as follows, to wit:

BEGINNING at a point on the Southwest side of Waverly Circle (50 feet wide), said of being a corner of Lot #24 (as shown on said plan): Thence from the said point of beginning extending along the 6 following courses and distances: 1) South 56 degrees 45 minutes 06 seconds East 27.84 feet to a point of curve, thence 2) On a line curving to the right having a radius of 130.00 feet an arc distance of 83.36 feet to a point, thence 3) South 20 degrees 01 minutes 42 seconds East 175.85 feet to a point of curve, thence 4) On a line curving to the right having a radius of 25.00 feet and arc distance of 39.43 feet to a point on the Northwesterly side of said road, thence 5) South 70 degrees 20 minutes 20 seconds West 86.79 feet to a point of curve, thence 6) On a line curving to

the left having a radius of 175.00 feet an arc distance of 125.00 feet to a point, a corner of Lot #1; Thence leaving said road extending along Lot #1 North 25 degrees 10 minutes 54 seconds West 207.96 feet to a point, a corner of Lot #24, Thence extending along Lot #24 the 4 following courses and distances: 1) North 44 degrees 34 minutes 48 seconds East 117.84 feet to a point, thence 2) North 36 degrees 13 minutes 21 seconds East 41.47 feet to a point, thence 3) North 10 degrees 52 minutes 52 seconds East 41.95 feet to a point, thence 4) 37 degrees 37 minutes 48 seconds East 48.12 feet to the first mentioned point and place of beginning.

Tax parcel # 27-6-68.22

PLAINTIFF: Citadel Federal Credit Union

VS

DEFENDANT: **Timothy A. Yocum and Nicole Lembo, The United States of America c/o The Eastern District of the United States Attorney for the Eastern District of PA**

SALE ADDRESS: 99 Waverly Circle, Phoenixville, PA 19460

PLAINTIFF ATTORNEY: **M. JACQUELINE LARKIN, ESQUIRE 215-569-2400**

**SALE NO. 21-3-21**

**Writ of Execution No. 2019-12851**

**DEBT \$39,312.13**

PROPERTY SITUATE IN BOROUGH OF HONEYBROOK

TAX PARCEL NO.: 12-02-0134.070

IMPROVEMENTS: A RESIDENTIAL DWELLING

SOLD AS THE PROPERTY OF: HAROLD J. DUNN AKA HAROLD DUNN and KATHRYN L. DUNN AKA KATH-



RYN DUNN  
 IMPROVEMENTS thereon: Residential Dwelling  
 PLAINTIFF: ABS REO Trust V  
 VS  
 DEFENDANT: **Harold J. Dunn aka Harold Dunn and Kathryn L. Dunn aka Kathryn Dunn**  
 SALE ADDRESS: 99 Dorsheimer Lane, Honey Brook, PA 19344  
 PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

**SALE NO. 21-3-22**

**Writ of Execution No. 2013-03428  
DEBT \$30,249.33**

ALL THAT CERTAIN tract or piece of ground, Situate in the Township of Tredyffrin, County of Chester and Commonwealth of Pennsylvania.

TAX PARCEL NO. 43-5-85  
 PLAINTIFF: Tredyffrin/Easttown School District  
 VS  
 DEFENDANT: **Stephen W. Duncan, Administrator for the Estate of Evelyn S. Duncan**  
 SALE ADDRESS: 966 N. Valley Forge Road, Tredyffrin Township, PA 19333  
 PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

**SALE NO. 21-3-23**

**Writ of Execution No. 2019-01307  
DEBT \$241,276.05**

PROPERTY SITUATE IN TOWNSHIP OF CALN  
 TAX PARCEL NO. 39-04-0359.0000

IMPROVEMENTS: A RESIDENTIAL DWELLING  
 SOLD AS THE PROPERTY OF: JOHN P. BOCCELLI  
 IMPROVEMENTS thereon: Residential Dwelling  
 PLAINTIFF: U.S. Bank National Association, not individually but solely as Trustee for Bluewater Investment Trust 2017-1  
 VS  
 DEFENDANT: **John P. Boccelli**  
 SALE ADDRESS: 404 Country Edge Road, Downingtown, PA 19335  
 PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C.215-627-1322**

**SALE NO. 21-3-24**

**Writ of Execution No. 2019-09957  
DEBT \$204,458.91**

ALL THAT CERTAIN Unit in the property known, named and identified as Roundhill a Condominium, located in the Township of Valley, County of Chester and Commonwealth of Pennsylvania, which has heretofore been submitted to provisions of the Uniform Condominium Act, 68 PA. C.S. 3101 et. Seq by the recording in the Recorder of Deeds in and for the County of Chester a Declaration recorded on March 23, 2007 in Record Book 7113 page 1016, et seq. First Amendment to Declaration recorded in Book 7229 page 314, Second Amendment to Declaration recorded in Book 7345 page 2155, Third Amendment to Declaration recorded in Book 7397 page 2310, Fourth Amendment to Declaration as set forth in Record Book 7412, page 2209, Fifth Amendment to Declaration as set forth in Record Book 7440, Page 556, Sixth Amendment to Declaration as set forth in Book 7454, page 037, Seventh Amendment to Dec-

laration, as set forth in Book 7495 page 258, Corrective Amendment to Seventh Amendment to Declaration as set forth in Book 7516, page 1912, Eighth Amendment to Declaration as set forth in Book 7558 page 1160, Ninth Amendment to Declaration as set forth in Book 7575 page 788, Tenth Amendment to Declaration as set forth in Book 7669 page 906, Eleventh Amendment to Declaration as set forth in Book 7801 page 192 and any and all amendments hereto. Being designated as Unit No. 386 as described in said Declaration and Declaration Plan.

TOGETHER with a proportionate undivided interest in the Common Elements (as set forth in said Declaration of Condominium) of 2.18%

BEING PART OF THE SAME PREMISES WHICH EGTC LP, a Pennsylvania limited partnership, by Indenture bearing date March 5, 2010 and recorded March 16, 2010 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 7882 page 423, granted and conveyed unto NVR, Inc., a Virginia corporation trading as Ryan Homes, in fee.

ALL THAT CERTAIN concrete foundation, located approximately 184 feet west of the intersection of Larose Drive and Tifton Lane situate on the northerly side of Larose Drive, located within the Round Hill Development said development being situate on the northerly side of Lincoln Highway (S.R. 3070) on the Northwest side of the intersection of Buckthorn Drive and Lincoln Highway (S.R. 3070) and shown as Unit 386 on a plan titled "Round Hill Development", prepared by McCarthy Engineering Associates, P.C. recorded January 4, 2007, in the Township of Valley, County of Chester, and Commonwealth of Pennsylvania, said unit as described in the Declaration of Condominium being contained within the building as fol-

lows:

COMMENCING at a point in the bed of Lincoln Highway (S.R. 3070) at the intersection of Lincoln Highway (S.R. 3070) and Buckthorn Drive, said point being the south easterly most property corner of the said Round Hill Development;

THENCE crossing the northerly right of way line of Lincoln Highway (S.R. 3070) and into land of the Round Hill Development herein, North 28 degrees 25 minutes 32 seconds West, as distance of 1444.78 feet to the point of beginning.

THENCE from said Place of Beginning continuing along exterior perimeter of the concrete foundation the following twelve (12) courses and distances:

1. South 73 degrees 43 minutes 03 seconds West, a distance of 22.64 feet to a point;
2. North 16 degrees 16 minutes 57 seconds West, as distance of 2.67 feet to a point;
3. North 73 degrees 43 minutes 03 seconds East, a distance of 0.32 feet to a point;
4. North 16 degrees 16 minutes 57 seconds West, a distance of 30.00 feet to a point;
5. South 73 degrees 43 minutes 03 seconds West, a distance of 0.32 feet to a point;
6. North 16 degrees 16 minutes 57 seconds West, a distance of 9.33 feet to a point;
7. North 73 degrees 43 minutes 03 seconds East, a distance of 12.56 feet to a point;
8. South 16 degrees 16 minutes 57 seconds East, a distance of 12.00 feet to a point;
9. North 73 degrees 43 minutes 03 sec-

onds East, a distance of 9.76 feet to a point;

10. South 16 degrees 16 minutes 57 seconds East, a distance of 26.00 feet to a point;

11. North 73 degrees 43 minutes 03 seconds East, a distance of 0.32 feet to a point;

12. South 16 degrees 16 minutes 57 seconds East, a distance of 4.00 feet to the point of beginning.

CONTAINING in area eight hundred twelve (812) square feet.

BEING the same premises which NVR, Inc., a Virginia Corporation, by Deed dated June 7, 2010 and recorded June 8, 2010 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 7929 Page 902, granted and conveyed unto Bran D. Fernald.

UPI NO. 38-1-252

PLAINTIFF: J.P.Morgan Mortgage Acquisition Corporation

VS

DEFENDANT: **Brian D. Fernald**

SALE ADDRESS: 386 Larose Drive, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **HILL WALLACK LLP 215-579-7700**

**SALE NO. 21-3-25**

**Writ of Execution No. 2020-03820**

**DEBT \$760,954.93**

ALL THAT CERTAIN lot or piece of ground situate in the Township of West Whiteland, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan of Exton Commons, Section 1, made by Henry S. Conrey, Inc. Division of Chester Valley Engineers, Paoli, Pennsylvania dated 12/10/1982 and last

revised 03/11/1983 and recorded as Plan No. 4349 as follows, to wit:

BEGINNING at a point of intersection of the Southeasterly side of Swedesford (55 feet wide) and the Northeasterly side of Mall Entrance Road; thence extending along the said side of Swedesford Road measured North 79 degrees 26 minutes 49 seconds East 159.83 feet to a point; thence leaving the said Swedesford Road and extending along line of Common Area of Exton Commons, measured the following (2) courses and distances, to wit: (1) South 01 degree 57 minutes 40 seconds East 161.45 feet to a point in the bed of a 20 feet wide Sanitary Sewer and Water Main Easement (2) thence South 88 degrees 02 minutes 20 seconds West, 119.38 feet to a point of the Northeasterly side of Mall Entrance Road; thence extending along the said side of the Mall Entrance Road the following (3) courses and distances to wit: (1) North 24 degrees 17 minutes 11 seconds West, 106.54 feet to a point of curve (2) thence on the arc of a circle curving to the right having a radius of 35.00 feet, the arc distance of 35.49 feet to a point of tangent (3) thence North 24 degrees 17 minutes 11 seconds West, 5.70 feet to a point of intersection of the Northeasterly side of Mall Entrance Road and Southeasterly side of Swedesford Road, the first mentioned point and place of beginning.

CONTAINING 21,903 square feet of land, more or less.

BEING known as Unit No. 74 on said plan.

IMPROVEMENTS consist of a one story free standing commercial building with open space and a parking area.

UPI NO. 41-5C-222

PLAINTIFF: ESSA Bank & Trust

VS

**DEFENDANT: DAT Enterprises,  
LLC, Schwarz Enterprises, LLC,  
Schwarz Enterprises II, LLC**

SALE ADDRESS: 100 Exton Commons, Exton, PA 19341

**PLAINTIFF ATTORNEY: JACK M.  
SEITZ, ESQUIRE, 610-530-2700**