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Chester County Law Reporter

(USPS 102-900)

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Stacey v. Fisher, et al.

Pennsylvania Stormwater Management Act – Trespass – Common enemy rule – Violation of easement

1. The Storm Water Management Act was enacted to manage the effects of storm water runoff and to create civil remedies in connection with the enforcement of the Act.
2. The Storm Water Management Act declares an activity that violates the Act or a regulation or ordinance adopted thereunder a public nuisance, which may be enjoined by an aggrieved party.
3. The remedy authorized by the Storm Water Management Act for civil damages requires a different analysis. In order to recover civil damages, an aggrieved party first must establish a violation of the Act.
4. The Act provides that any landowner and any person engaged in the alteration or development of land which may affect storm water runoff characteristics shall implement such measures consistent with the provisions of the applicable watershed storm water plan as are reasonably necessary to prevent injury to health, safety or other property.
5. By virtue of the Storm Water Management Act, each county in Pennsylvania was required to adopt storm water management plans for the portions of all stream or river watersheds located in that county. Thus, Chester County was responsible for developing storm water management plans for each of its stream and river watersheds.
6. A violation of the Storm Water Management Act allowing for the recovery of damages by an aggrieved party requires a showing that the landowner's conduct violated the terms of a county-adopted watershed storm water plan.
7. The law of surface waters in this jurisdiction remains essentially unchanged from its origins in the maxim, *aqua currit et debet currere*: water must flow as it is wont to flow.
8. Specialized rules have been developed as to when an upper landowner may be liable for the effects of surface water running off its property. The law regards surface water as a common enemy.
9. The common-enemy rule recognizes that because water is descendible by nature, the owner of a dominant or superior heritage has an easement in the servient or inferior tenement for the discharge of all waters which by nature rise in or flow or fall upon the superior. Thus, an owner of higher land is not liable for damages to a lower land owner from water which naturally flows from the one level to the other.
10. There are only two exceptions to the common-enemy rule. An upper landowner may be liable for the effects of surface water running off his property if he has: (a) diverted the water from its natural channel by artificial means or (b) unreasonably or unnecessarily increased the quantity (or changed the quality) of water discharged upon his neighbor.

11. The determination of whether a landowner has diverted the water from its natural channel by artificial means does not involve consideration of the reasonableness of the change in quantity or location of water flowing onto the lower land. Rather, to establish liability, a plaintiff need only show that a landowner collected and/or concentrated surface water from its natural channel through an artificial medium and that the water was discharged onto the plaintiff's property in an increased volume or force, however, slight.
12. With regard to the second exception, a plaintiff must establish the baseline rate of water flow (before any changes) in order to demonstrate an increase in flow rate above the baseline.
13. The scope of an express easement must be determined in strict conformity with the intentions of the original parties as set forth in the grant of the easement.
14. It is well-established that the same rules of construction that apply to contracts are applicable in the construction of easements.
15. In ascertaining the scope of an easement, the intention of the parties must be advanced. Such intention of the parties is determined by a fair interpretation and construction of the grant and may be shown by the words employed construed with reference to the attending circumstances known to the parties at the time the grant was made.
16. Unjust enrichment requires proof that a party must demonstrate the value of the benefit conferred to the recipient.
17. Plaintiff brought suit against defendants for damages and injunctive relief alleging a violation of the Pennsylvania Storm Water Management Act, seeking injunctive relief, alleging an unlawful trespass, and alleging a breach of a declaration of easement. The defendants filed a counterclaim for breach of declaration of easement and unjust enrichment. The Court *Held*, in favor of the defendants and against the plaintiff on plaintiff's claims, and against defendants and in favor of plaintiff on defendants' claims.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2018-07650-RC; Troy V. Stacey v. Jesse Fisher, Sadie Fisher, Elam King and Sadie King

Eric S. Rothermel for Plaintiff

James A. Tupitza & Joel S. Todd for Defendants

Tunnell, J., September 3, 2020:-

[68 Ches. Co. Rep. **Stacey v. Fisher, et al.**

TROY V. STACEY,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CHESTER COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2018-07650-RC
	:	
JESSE FISHER, SADIE FISHER,	:	CIVIL ACTION
ELAM KING and SADIE KING,	:	
Defendants.	:	
	:	

DECISION

Plaintiff is the developer of a four (4) lot subdivision. His property on Gooseberry Lane, in Honey Brook Township, Chester County, lies downhill of the defendants Jesse and Sadie Fisher and Elam and Sadie King. He claims that storm water has been redirected towards his property by reason of defendants' mismanagement. Plaintiff brought suit against them for damages and injunctive relief. His Complaint is in four (4) counts: I – Violation of the Pennsylvania Storm Water Management Act; II – Injunctive Relief; III – Trespass; and IV – Breach of Declaration.

The Fishers and Kings filed a Counterclaim for I – Breach of Declaration; and II – Unjust Enrichment.

A hearing was held by the court, sitting without a jury, on February 14, 2020 and July 21, 2020.

For the reasons that follow, the court finds against plaintiff and in favor of the defendants on the plaintiff's Complaint; and against defendants and in favor of plaintiff on the Counterclaim, in no amount.

FINDINGS OF FACTS

Background

1. Plaintiff Troy V. Stacey owns the real estate, together with improvements thereon, located at 300 Gooseberry Lane, Honey Brook, Chester County, Pennsylvania (hereinafter "Lot 1").

2. Defendants Elam and Sadie King own the real estate, together with improvements thereon, located at 400 Gooseberry Lane, Honey Brook, Chester County, Pennsylvania (hereinafter "Lot 2").

3. Defendants Jesse and Sadie Fisher owns the real estate, together with improvements thereon, located at 425 Gooseberry Lane, Honey Brook, Chester County, Pennsylvania (hereinafter "Lot 4").

4. Plaintiff purchased the land (then 97 acres) in 2007.

5. He started using the property as his personal residence in 2009 or 2010. He continued to use it as such through 2017.

6. In 2007, plaintiff obtained subdivision approval of the original lot into four (4) lots, known as the Baron Hill Farms development (the “Development”).
7. Following subdivision approval, plaintiff retained ownership of Lot 1.
8. Lot 2 was sold to the Kings shortly after final subdivision approval.
9. Lot 4 was sold to the Fishers shortly after final subdivision approval.
10. Lot 3 was sold to individuals not parties to this action sometime in 2014.
11. All of the lots share a common driveway known as Gooseberry Lane.

The Declaration

12. Incident to subdivision approval, plaintiff executed and had recorded with the Recorder of Deeds of Chester County a Declaration granting certain easements and covenants (Exhs. P-3).

13. The Declaration states that “the owners of Lots 2, 3 and 4 shall not disturb the existing wooded areas by logging or clearing the same...” (*Id.*)

14. The Declaration further states that the “...covenants...and obligations hereunder shall run with the land and shall inure to the benefit of and be enforceable by the Owner of any Lot or Lots subject to this Declaration...” (*Id.*)

15. The Declaration additionally states that “[f]ollowing the sale of the last of Lots 1, 2, 3 and 4 the Owners of the Lots shall be liable for the performance of the terms and conditions of this Declaration.” (*Id.*)

16. Additionally, The Declaration at “Article III – Easements” states:

Declarants grant and convey easements . . . for the following purposes:

(2) Ingress, egress and regress for the Owners of Lots . . . 2, 3 [i.e. defendants] . . . to and from Birdell Road.

B. The present and future Owners of Lots 1, 2, 3, and 4 shall cooperate with one another and are liable for maintenance and repair of the ROW.
(*Id.*)

Lot 1

17. Lot 1 consists of plaintiff’s residential house and various outbuildings.

18. Included in the outbuildings is a barn with a stone and concrete foundation that is used incident to plaintiff’s commercial activities.

19. Plaintiff also utilized a gravel area on Lot 1 as a commercial storage area for commercial and industrial equipment by plaintiff.

20. Lot 1 is on a downhill gradient.

Development of Lots 2 and 4: The Documents

21. The following documents (collectively Exh. P-6) were prepared incident to the development of Lots 2 and 4 and reviewed by experts for both parties:

- a. Grading and Erosion and Sedimentation Plan dated February 19, 2008, revised June 19, 2008;
- b. Building Permit Plan for Lot 2 dated October 31, 2008, last revised December 1, 2009;
- c. Stormwater Management Report Narrative and Calculations for Elam E. King, Jr. – 400 Gooseberry Lane, Lot 2 dated November 6, 2009, last revised December 2, 2009;
- d. Building Permit Plan for Lot 3 dated May 21, 2014, last revised June 11, 2014;
- e. Individual On-Lot Storm Water Management Facilities Maintenance Agreement with Exhibits for Lot 4 dated April 2, 2009; and
- f. Final Minor Subdivision Plan dated June 15, 2007, last revised December 21, 2007.

Lot 2 (the King Property)

22. A surface storm water infiltration basin was approved as the storm water management mechanism for Lot 2.

23. The storm water infiltration basin was to have both a discharge and an underdrain pipe.

24. The storm water infiltration basin was built with a 6-inch diameter PVC underdrain pipe.

25. Over time, the storm water infiltration basin on Lot 2 turned into a pond with standing water.

26. In 2018, after plaintiff complained, the storm water infiltration basin was inspected by Honey Brook Township (the “Township”).

27. On November 30, 2018, following the inspection, the Township issued a notice of violation (NOV) to the King defendants.

28. The NOV identified two violations.

29. The first noted violation was installation of an underdrain pipe without Township approval located near an adjacent property.

30. The Township considered the “underdrain” to be an unapproved dewatering pipe.

31. The Township concluded the underdrain drain created a saturated condition of the adjacent property.

32. Although the King defendants had uncapped the pipe on multiple occasions, that action was not a specific violation of the Township’s storm water management requirements.

33. The second noted violation related to a culvert pipe within the cartway of Gooseberry Lane that was not shown on the approved stormwater management plan.

34. The Township concluded that the pipe introduced additional runoff to the stormwater facility which then exceeded its performance capability.

Lot 4 (the Fisher Property)

35. When improvements were built on the Fisher Property, an underground stormwater management system was constructed to detain runoff from the improvements.

36. This stormwater management system was inspected and approved by the Township. (See Exh. P-4, pp 9-24.)

37. Plaintiff complained to the Township about the conditions of storm water facilities on Lot 4.

38. The Township did not issue a NOV to the Fisher defendants.

Cutting Down of Trees

39. At trial, plaintiff testified that “15 to 25” trees were cut down on his property by defendants.

40. At trial, plaintiff testified that perhaps 100 trees were cut down on Lot 4.

Gooseberry Lane

41. Gooseberry is a gravel driveway.

42. Defendants have requested that the right of way be paved pursuant to the maintenance provisions of the Declaration.

43. The request has been rejected by plaintiff.

44. Plaintiff also has refused to contribute toward defendants paving the right of way.

45. Plaintiff has refused to contribute toward defendants’ costs of for gravel and related items purchased for use in the right of way.

DISCUSSION**I. Plaintiff’s Claims****Count I – Violation of the Stormwater Management Act (“PSMA”);**
Count II – Injunctive Relief

Plaintiff alleges that the defendants violated Section 13 of the Pennsylvania Stormwater Management Act by “failing to erect proper stormwater facilities in accordance with the various building plans and regulations” of the Township. He seeks injunctive and monetary relief for the violations. (Pl.’s Am. COL, at ¶¶ 12-13). The court disagrees.

The Stormwater Management Act

The Storm Water Management Act (PSMA) was enacted in 1978 to manage

the effects of storm water runoff in the Commonwealth. Section 15 of the PSMA creates civil remedies in connection with the enforcement of the PSMA. It states as follows:

Civil remedies.

- (b) Suits to restrain, prevent or abate violation of this act or of any watershed storm water plan, regulations or ordinances adopted hereunder, may be instituted in equity or at law by. . . any aggrieved person.
- (c) Any person injured by conduct which violates the provisions of section 13 may, in addition to any other remedy provided under this act, recover damages caused by such violation from the landowner or other responsible person.

Except in cases of emergency where, in the opinion of the court, the circumstances of the case require immediate abatement of the unlawful conduct, the court may, in its decree, fix a reasonable time during which the person responsible for the unlawful conduct shall correct or abate the same. The expense of such proceedings shall be recoverable from the violator in such manner as may now or hereafter be provided by law.

In sum, Section 15 (b) declares an activity that violates the PSMA or a regulation or ordinance adopted thereunder a public nuisance, which may be enjoined by an aggrieved party. 32 P.S. § 680.15(a), (b). *Lincoln Investors, L.P. v. King*, 152 A.3d 382 (Pa. Commw. Ct. 2016). The remedy authorized by Section 15(c), civil damages requires a different analysis. In order to recover *damages*, an aggrieved party first must establish a violation of Section 13 of the PSMA.

Section 13 provides:

Duty of persons engaged in the development of land.

Any landowner and any person engaged in the alteration or development of land which may affect storm water runoff characteristics *shall implement such measures consistent with the provisions of the applicable watershed storm water plan* as are reasonably necessary to prevent injury to health, safety or other property.

32 P.S. § 680.13 (emphasis added).

By virtue of the PSMA, each county in Pennsylvania was required to adopt

storm water management plans for the portions of all stream or river watersheds located in that county. Thus, Chester County was responsible for developing Act 167 storm water management plans for each of its stream and river watersheds. As the Commonwealth court made clear in *Lincoln Investors, L.P. v. King*, a violation of Section 13 of the PSMA allowing for the recovery of damages by an aggrieved party requires a showing that the landowner's conduct violated the terms of a county-adopted watershed storm water plan, as defined in Section 4 of the PSMA. 152 A.3d 382 (Pa. Commw. Ct. 2016).

Plaintiff, however, has failed to identify any applicable watershed storm water plan or the specific terms of which defendants are alleged to have violated. Plaintiff's Complaint makes no reference to any watershed. In his findings of fact, plaintiff summarily states that the Development is located in a "high quality watershed" (Pl.'s Am. FOF, at ¶14), but goes no further. At trial, the court heard testimony only about several documents "prepared incident to the development" of the various lots at issue. Although reference was made in certain exhibits to Chapter 20 of the Honeybrook Township Stormwater Management Ordinance, no witness identified this ordinance as the "watershed storm water plan" for the still unidentified "high quality watershed." (See e.g. Exh. P-5). Absent identification of the watershed plan adopted pursuant to the PSMA and the provisions that defendants allegedly violated, plaintiff cannot meet his burden of proof for a recovery of civil damages or injunctive relief under the PSMA.

Count III – Trespass

Plaintiff contends that the Kings failed to properly maintain their above-ground stormwater infiltration basin and then uncapped a drain pipe to alleviate the problem which allowed water to drain from the basin and run onto plaintiff's property. As for the Fishers, plaintiff contends that they failed to erect proper stormwater facilities on their lot in accordance with the original building plans. Defendants' conduct, plaintiff argues, implicates both exceptions to the common enemy rule.

The Common-Enemy Rule

"The law of surface waters in this jurisdiction remains essentially unchanged from its origins in the maxim, "aqua currit et debet currere": water must flow as it is wont to flow." *Kauffman v. Griesemer*, 26 Pa. 407 (1856). Yet, in Pennsylvania, "specialized rules have been developed as to when an upper landowner may be liable for the effects of surface water running off its property." *Kowalski v. TOA PA V, L.P.*, 206 A.3d 1148, 1160 (Pa. Super. 2019). The law regards surface water "as a common enemy." *Id.* The common-enemy rule, as it has become known, recognizes that because water is descendible by nature, "the owner of a dominant or superior heritage has an easement in the servient or inferior tenement for the discharge of all waters which by nature rise in or flow or fall upon the

superior.” *Id.* Thus, an owner of higher land is not liable for damages to a lower land owner from water which naturally flows from the one level to the other.” *Id.*

There are only two exceptions to the common-enemy rule. An upper landowner may be liable for the effects of surface water running off his property if he has: (1) diverted the water from its natural channel by artificial means or (2) unreasonably or unnecessarily increased the quantity (or changed the quality) of water discharged upon his neighbor. *Laform v. Bethlehem Twp*, 346 Pa. Super. 512; 499 A.2d 1373, 1378 (1985).

The determination of whether a landowner “has diverted the water from its natural channel by artificial means” does not involve consideration of the reasonableness of the change in quantity or location of water flowing onto the lower land. Rather, to establish liability, a plaintiff need only show that a landowner collected and/or concentrated surface water from its natural channel through an artificial medium and that the water was discharged onto the plaintiff’s property in an increased volume or force, however, slight. *Bretz v. Central Bucks School Dist.*, 86 A.2d 306, 316 (Pa. Commw. Ct. 2014). With regard to the second exception, a plaintiff must establish the baseline rate of water flow (before any changes) in order to demonstrate an increase in flow rate above the baseline. *See Laform, supra* at 1379. (Emphasis added.)

Exception 1

The evidence at trial demonstrated that the Kings’ infiltration basin was not draining into the ground naturally. As a result, defendant King dewatered the basin by uncapping the underdrain into the ground. Although plaintiff’s expert, Mr. Brewer admitted on cross-examination that there is nothing in the design of the King infiltration basin that is concentrating the fill of stormwater going downhill (*see* N.T. 2/14/20; p. 208), concentration is not the only conduct that implicates the first exception. Plaintiff demonstrated that the Kings’ basin collected water, which for at least a time, was diverted toward plaintiff’s property as a result of the Kings’ uncapping of the underdrain. The reasonableness of the decision to uncap the drain or the necessity for doing so is not a consideration under this exception.

As for the Fishers, plaintiff argues that they were required but failed to build an above-ground stormwater facility in addition to the underground stormwater facility that was built with the approval of the Township. The court, however, fails to see, and the plaintiff failed to articulate at trial, how the above *inaction* implicates the first exception to the common enemy rule – a landowner’s collection and/or concentration of surface water from its natural channel.

Exception 2

Plaintiff failed to establish the second exception to the common-enemy rule with regard to both defendants’ property - unreasonable or unnecessary increase in the quantity or quality of the water discharged. As noted above, a plaintiff seeking

to invoke this exception must establish the baseline rate of water flow (before any changes). See *Laform, supra* at 1379. Yet, plaintiff's engineering expert, Mr. Brewer, admitted on cross-examination that (i) he did not do any engineering calculations to get a baseline for how much water was coming down onto plaintiff's property before he subdivided the lots, and (ii) he did not do any calculations to determine whether there was an increase in the rate of runoff after the construction of the defendants' homes. (See N.T. 2/14/20; pp. 218-219).

Causation and Damages

The court having found the King defendants to have trespassed upon plaintiff's property must determine what, if any damages, resulted therefrom. Plaintiff asserts that as a result of the defendants' trespass, he sustained monetary damages in the form of lost rentals from commercial & industrial equipment storage totaling \$40,000.00. It was plaintiff's burden to establish that the defendants' conduct was a substantial factor in bringing about his alleged damages. Plaintiff failed to do so.

Joseph A. Congialdi of Gal-Con Masonry testified as a contracting expert on behalf of the plaintiff. Mr. Congialdi, however, did not testify on the issue of causation. Furthermore, plaintiff acknowledged he has not drawn up or submitted any stormwater plans for the significant amount of impervious surface that he has built up on his property since he purchased it (including the dumpsters, sheds, stone field, tightly packed parking lot and water hitting camper roofs), and he admitted that he is unable to distinguish whether the impervious surface on his property is the cause of his alleged damages. (See Tr. 2/14/20, pp. 65-66; 77). Similarly, plaintiff's engineering expert, Mr. Brewer, admitted that he did not conduct any engineering calculations to determine whether the rainwater naturally flowing down onto plaintiff's property was being caused by all of the impervious surfaces on the plaintiff's property. (*Id.* at pp. 209-210).

Count IV – Breach of Declaration (Fishers)

Plaintiff's Complaint at Count IV alleges that the Fishers "violated the . . . Declaration by removing trees from areas subject to the Declaration, including trees from the Plaintiff's property." (Compl. at 38). In essence, plaintiff asserted a breach of contract claim. Yet, in his proposed Conclusions of Law, plaintiff seeks damages pursuant to 42 Pa.C.S.A. §8311, which delineates the damages in actions for conversion of timber. Plaintiff's complaint does not assert a claim for conversion.

Nonetheless, if the court were to consider this count as one for conversion, plaintiff would still not be entitled to recover any damages. He claims that the Fishers violated the Covenant entitling the plaintiff to damages pursuant to 42 Pa. C.S.A. §8311 which provides as follows:

- (a) **General rule.** – In lieu of all other damages or civil remedies provided by law, a person who cuts or removes the timber of another person without the consent of that person shall be liable to that person in a civil action for an amount of damages equal to:
- (1) the usual and customary costs of establishing the value of the timber cut or removed and of complying with the erosion and sedimentation control regulations contained in 25 Pa. Code Ch. 102 (relating to erosion control);
 - (1.1) the cost of any surveys obtained in connection with the civil action; and
 - (2) one of the following:
 - (i) three times the market value of the timber cut or removed if the act is determined to have been deliberate;
 - (ii) two times the market value of the timber cut or removed if the act is determined to have been negligent; or
 - (iii) the market value of the timber cut or removed if the defendant is determined to have had a reasonable basis for believing that the land on which the act was committed was his or that of the person in whose service or by whose direction the act was done.
- (b) ***
- (c) **Definitions.** – As used in this section, the following words and phrases shall have the meanings given to them in this subsection:
- “Timber.” Standing trees, logs or parts of trees that are commonly merchandized as wood products.
- “Market value.” The value of the standing timber at local market prices for the species and quality of timber cut or removed at that time it was cut or removed. (Emphasis added)

At trial, plaintiff testified that “15 to 25” trees were cut down on his property; perhaps 100 trees were cut down on the Fisher’s own property in violation of the Declaration. At trial, the Fisher defendants did not contradict plaintiff’s testimony that trees were cut down by them.

Plaintiff seeks three (3) times the market value of the trees that were cut. Howev-

er, the court heard no evidence as to what the value of the standing timber at local market prices for the species and quality of timber cut or removed was at the time it was cut and removed, which is required under the statute. The only evidence the court received was that the trees were “mature”, which means nothing to the court and in no way rectifies the gap in the evidence. Neither was there an actual count.

II. Defendants’ Counterclaim

Count I - Breach Of The Declaration

Defendants contend that plaintiff breached the terms of the Declaration which granted defendants an easement and right of way over the portion of the Premises extending east from Birdell Rd. According to defendants, plaintiff’s failure to co-operate and share in the cost of paving the right of way amounts to a breach of the Declaration. Plaintiff in response argues that defendants’ effort to pave the road is itself a breach of the Declaration.

As the Superior Court reiterated in *McNaughton Properties, LP v. Barr*, the Supreme Court has made clear that “the scope of an express easement must be determined in strict conformity with the intentions of the original parties as set forth in the grant of the easement.” 981 A.2d 222, 227 (Pa. Super. 2009)(citing *Zettlemoyer v. Transcontinental Gas Pipeline Corp.*, 540 Pa. 337, 346, 657 A.2d 920 (Pa. 1995). It is well-established that the same rules of construction that apply to contracts are applicable in the construction of easements.... In ascertaining the scope of an easement, the intention of the parties must be advanced. ‘Such intention [of the parties] is determined by a fair interpretation and construction of the grant and may be shown by the words employed construed with reference to the attending circumstances known to the parties at the time the grant was made. *Zettlemoyer*, at 344, 657 A.2d at 924 (citations omitted).

Thus, the court turns to the parties’ written agreement.
The Declaration at “Article III – Easements” states:

Declarants grant and convey easements . . . for the following purposes:

(2) Ingress, egress and regress for the Owners of Lots . . . 2, 3 [i.e. defendants] . . . to and from Birdell Road.

B. The present and future Owners of Lots 1, 2, 3, and 4 shall cooperate with one another and are liable for maintenance and repair of the ROW.

(Exh. P-3, at 2, Article III).

Gooseberry is a gravel driveway. Based upon its review of the express language of the easement, the court finds plaintiffs not to be in breach of the Declaration as a result of their opposition to defendants' request to pave the right of way. The court finds no basis in the express easement agreement for defendants' contention that they are entitled to pave the right of way with asphalt arising from their obligation to maintain and repair the right of way. The paving requested by defendants is not maintenance and repair but would result in an alteration of the plaintiffs' dominant estate based upon entirely different considerations than those reflected in the parties' express easement. It is clear from the agreement that the parties' intention was that the right of way would remain as it is currently and would be subject simply to upkeep in order to ensure that it could be properly used for access. A gravel drive is maintained with gravel, not with asphalt.

Count II - Unjust Enrichment

Alternatively, defendants contend that plaintiff has been unjustly enriched by his failure to share in the costs of maintaining the right of way. Defendants, however, failed to make out a viable claim for unjust enrichment. Evidence in support of their costs was not admitted. Furthermore, unjust enrichment requires proof, not of the claimant's estimates, bills, invoices and job costs, but instead a party must demonstrate the value of the benefit conferred to the recipient. *D.A. Hill Co. v. Clevetrust Realty Investors*, 573 Pa. 2d. 1005 (Pa. 1990). That was not done here.

An appropriate Order follows.

Date: September 3, 2020

BY THE COURT:

/s/ Mark L. Tunnell, J.

TROY V. STACEY,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CHESTER COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2018-07650-RC
	:	
JESSE FISHER, SADIE FISHER,	:	CIVIL ACTION
ELAM KING and SADIE KING,	:	
Defendants.	:	
	:	

ORDER

AND NOW, this 1st day of September, 2020, for reasons set forth in its Decision, the court finds in favor of defendants and against plaintiff on Counts I-IV of the Complaint and in favor of plaintiff and against defendants on the Counterclaim.

BY THE COURT:

/s/ Mark L. Tunnell, J.

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**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION
LAW NO. 2020-07521-NC**

NOTICE IS HEREBY GIVEN that the name change petition of William Michael Slangavvas was filed in the above-named court and will be heard on Monday, January 11, 2021 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Friday, October 9, 2020
Name to be changed from: William Michael Slanga to: William Michael Devine
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

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 for **ACES Ecosolutions, Inc.** in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988.

CORPORATION NOTICE

NOTICE is hereby given that the **Certificate of Organization** has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to

the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.
The name of the corporation is: **Generation Fur Properties, LLC** and the Certificate of Organization was filed on: **October 14, 2020**.
The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

CORPORATION NOTICE

NOTICE is hereby given that the Certificate of Organization has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.
The name of the corporation is: **849 WCP, LLC** and the Certificate of Organization was filed on: **October 14, 2020**.
The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN that the shareholders and directors of Young’s Auto Body Inc., a Pennsylvania Business Corporation with an address of 111 S. Bolmar Street, West Goshen Township, West Chester, PA 19382 have approved a proposal that the Corporation voluntarily dissolve and that the Board of Directors is currently engaged in the 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.

Michael P. ROWAN, ESQ. SOLICITOR
101 East Gay Street
Unit 3073
West Chester, PA 19380

ESTATE NOTICE

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

AUER, Jane Phelan, a/k/a Jane Anne Phelan Auer, a/k/a Jane A. Auer, late of East Goshen Township. Kenneth J. Phelan, 726 Cedar Ln., Villanova, PA 19085, Executor. BAYARD H. GRAF, Esquire, Graf & Graf, P.C., 175 Strafford Ave., Ste. 230, Wayne, PA 19085, atty.

BAKER, Catherine Elizabeth, late of Kennett Square Borough. Thomas P. Baker and James E. Baker, care of MARY ANN PLANKINTON, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Co-Executors. MARY ANN PLANKINTON, Esquire, Gawthrop Greenwood PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

CATALANO, Benjamin L., late of Sadsbury Township. John Catalano, 3929 Penns Dr., Reading, PA 19606, Executor. ROBERT R KREITZ, Esquire, Kreitz Gallen Schutt, 1210 Broadcasting Rd Ste 103, Wyomissing, PA 19610, atty.

DETWILER, A Jeanette, late of East Coventry Township. Donna J. Anuszewski, 1804 Alyssa Lane, Pottstown, PA 19465, Executor.

FERNANDES, Donald C., late of East Brandywine Township. Joseph E. Fernandes, 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.

FIELDS, Evelyn K., late of East Pikeland Township. Charles L. Fields, 286 Kimbel Dr., Phoenixville, PA 19460, and William L. Fields, 441 Stony Run Rd., Spring City, PA 19475, Executors. REBECCA A. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464-5426, atty.

GABELL, Jeremy G., a/k/a Jeremy Glover Gabell, late of Tredyffrin Township. Jeremy Christopher Gabell, 5112 Abel Merrill Rd., Columbus, OH 43221, Executor. BAYARD H. GRAF, Esquire, Graf & Graf, P.C., 175 Strafford Ave., Ste. 230, Wayne, PA 19085, atty.

HARTZ, Marian S., late of Honey Brook Township. Peter M. Souders, care of JEFFREY C. GOSS, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602, Executor. JEFFREY C. GOSS, Esquire, Brubaker Connaughton Goss & Lucarelli LLC, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602, atty.

HERR, Margaret A., late of West Goshen Township. Vickie L. Herr, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19832, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19832, atty.

JENKINS, Elaine F., late of West Bradford Township. W. David Jenkins, Jr., care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

KNORR, Anna M., late of Tredyffrin Township. Annmarie Bartholomeo, 16 E. Glen Circle, Media, PA 19063, Executrix. CHARI M. ALSON, Esquire, Anderson Elder Law, 206 State Rd., Media, PA 19063, atty.

LEAMY, JoAnn E., a/k/a JoAnn Leamy, a/k/a JoAnn Frymoyer, late of East Goshen Township. Kathleen Marie Mancarusio, 117 Forelock Court, West Chester, PA 19382, Executor. JENNIFER M BRETON, Esquire, Buckley Brion McGuire & Morris, LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382, atty.

LEWIS, III, George W., late of North Coventry Township. Thea G. Lewis, care of ALICE J. TILLGER, Esquire, 271 Bethlehem Pike, Ste. 100, Colmar, PA 18915, Executrix. ALICE J. TILLGER, Esquire, 271 Bethlehem Pike, Ste. 100, Colmar, PA 18915, atty.

LLEWELLYN, William L., a/k/a William Lee Llewellyn, a/k/a William L. Llewellyn, Jr., late of City of Coatesville. Robert L. Llewellyn, 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.

MAINO, Aldo G., late of Chester Springs. James G. Maino, 100 Rising Hill Lane, Chester Springs, PA 19425, Executor.

McCLINTOCK, William H., late of East Vincent Township. William H. McClintock, Jr., 401 Penn St., Spring City, PA 19475, Administrator. REBECCA A. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464-5426, atty.

MILLER, Hazel L., a/k/a Hazel Luella Miller, late of West Sadsbury Township. Dora Ann Dise-Herzog, care of NICHOLAS T. GARD, Esquire, 121 E. Main Street, New Holland, PA 17557, Executrix. NICHOLAS T. GARD, Esquire, Smoker Gard Associates LLP, 121 E. Main Street, New Holland, PA 17557, atty.

MILLER, Judith E., late of Downingtown Borough. George F. Miller, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19832, Administrator. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19832, atty.

NELSON, Lloyd, late of Caln Township. Lloyd E. Nelson, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

PILKERTON, Jeremy T., a/k/a Jeremy Thomas Pilkerton, late of West Whiteland Township. Christopher J. Gallo, PO Box 579, Worcester, PA 19490, Administrator. VICTORIA GALLEN SCHUTT, Esquire, Kreitz Gallen-Schutt, 1210 Broadcasting Rd., Ste. 103, Wyomissing, PA 19610, atty.

QUIGLEY, JR., Harry J., late of Tredyffrin Township. Christine A. Quigley, care of RICHARD C. PARKER, Esquire, 175 Strafford Ave., Ste. 230, Wayne, PA 19087, Executrix. RICHARD C. PARKER, Esquire, Miles & Parker, LLP, 175 Strafford Ave., Ste. 230, Wayne, PA 19087, atty.

ROSCILO, John R., late of Georgetown, Sussex County, Delaware. Michael A. Hardy, care of NICHOLAS T. GARD, Esquire, 121 E. Main Street, New Holland, PA 17557, Executor. NICHOLAS T. GARD, Esquire, Smoker Gard Associates LLP, 121 E. Main Street, New Holland, PA 17557, atty.

TOBIA, Louis A., late of Kennett Township. Kathleen R. Tobia, 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.

2nd Publication

AMWAY, Harry C., late of Honey Brook Township. Catherine L. Martin, 275 Jacobs Road, Narvon, PA 17555, Executrix. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

BOOK, Dorothy G., late of Honey Brook. Norma Sharrer, 3525 Norwood Avenue, Downingtown, PA 19335, Executor. DONALD F. KOHLER, JR., Es-

quire, 27 South Darlington Street, West Chester, PA 19382, atty.

BOYD, Jessie D., late of East Pikeland Township. Branin A. Boyd, Jr. and Taylor R. Boyd, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executors. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

COCHRAN, Linda L., late of West Fallowfield Township. Adrienne Blackerby, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling & Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

FORIS, Anthony, late of Kennett Square. Catharine M. Foris, care of CAREN L. SYDNOR, Esquire, 724 Yorklyn Road, Suite 100, Hockessin, DE 19707, Personal Representative. CAREN L. SYDNOR, Esquire, Crossland Heinle & Bryde, LLC, 724 Yorklyn Road, Suite 100, Hockessin, DE 19707, atty.

GANDER, Hazel C., late of Penn Township. Frederick W. Gander, Jr., care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

GAREY, Frances E., late of Phoenixville Borough. Jean Marie McClintock, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, atty.

HARMAN, Wenonah C., late of Kennett Square. Neil W. Head, Esquire, 218 West Miner Street West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street West Chester, PA 19382, atty.

HARSH, Donald Burnell, late of Willistown. Stephanie Sposato, 343 Drummers Ln., Phoenixville, PA 19460, Executrix.

HENDRICKSON, JR., Lawrence S., late of Landenberg. Susan H. Aiken, care of RYAN G. BORCHIK, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Executor. RYAN G. BORCHIK, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, atty.

HUDSON, Carl Robin, late of Tredyffrin Township. Joanne I. Hudson, care of DAVID V. BOGDAN, Esquire, 100 S. Broad St., Ste. 1520, Philadelphia,

PA 19110, Executrix. DAVID V. BOGDAN, Esquire, 100 S. Broad St., Ste. 1520, Philadelphia, PA 19110, atty.

McCAULEY, JR., Russell, late of Penn Township. Gregg L. McCauley, care of ANITA M. D'AMICO, Esquire, 204 N. Union Street, Kennett Square, PA 19348, Executor. ANITA M. D'AMICO, Esquire, D'Amico Law, PC, 204 N. Union Street, Kennett Square, PA 19348, atty.

McFADDEN, John P., a/k/a Jack McFadden, late of East Bradford Township. Yvonne McFadden, 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.

NULL, Estelle H., late of Oxford Borough. Samuel J. Null and Michael G. Null, care of L. PETER TEMPLE, Esquire, P.O. Box 384 Kennett Square, PA 19348, Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384 Kennett Square, PA 19348, atty.

O'DONNELL, Timothy Charles, a/k/a Timothy C. O'Donnell, late of Uwchlan Township. Margaret E. Sinclair, care of CHRISTOPHER M. BROWN, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrix. CHRISTOPHER M. BROWN, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

OTT, Beverly, late of Phoenixville. Ray H. Ott, Jr., care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

PACH, Alice Levine, a/k/a Alice Pach, late of Downingtown. Thomas M. Quinn, P.O. Box 656, Unionville, PA 19375, Executor. DONALD F. KOHLER, JR., Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

PETAS, Agnes, a/k/a Agnes G. Petas, late of West Whiteland Township. Jesse R. Petas, 1551 Montvale Circle, West Chester, PA 19380, Executor. MICHAEL J. HAWLEY, Esquire, Lyons Dougherty, LLC, 6 Ponds Edge Dr., Ste. 1, Chadds Ford, PA 19317, atty.

POWELL, Elsiemae C., late of West Chester. Neil W. Head, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

SCOTT, Jeffrey J., late of West Fallowfield Town-

ship. Margaret A. Daniel, care of STEPHEN J. OLSEN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Administrator. STEPHEN J. OLSEN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

SHUMARD, Anne C., late of Caln Township. Richard L. Shumard, care of KEVIN HOLLERAN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. KEVIN HOLLERAN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

SNOW, Leland, late of Upper Oxford Township. Timothy L. Snow, care of CLARE MILLINER, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. CLARE MILLINER, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

SOTO, Iris M., late of Kennett Square. ISABEL M. SOTO, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

WRAY, Dona, late of Cochranville. Diane Devereaux, 418 Wrigley Blvd, Cochranville, PA 19330, Executrix. KEVIN J. RYAN, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, atty.

3rd Publication

BAXTER, Richard A., late of Pennsbury Township. L. Peter Temple, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

BECHLER, JR., Francis J., late of West Chester Township. Robert McCoy, III, care of TERESA A. MILLER, Esquire, 8 West Front Street, Media, PA 19063, Executor. TERESA A. MILLER, Esquire, 8 West Front Street, Media, PA 19063, atty.

CAMPBELL, Melissa D., late of West Bradford Township. Allyn F. DeLong, care of DENISE M. ANTONELLI, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. DENISE M. ANTONELLI, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

COOPER, Twila, late of Exton. Kevin Cooper, 1414 W. Woodbank Way, West Chester, PA 19380,

Executor.

FREDERICK, Anna Virginia Haraczka, a/k/a Anna Frederick, late of East Vincent Township. Joseph B. Frederick, care of JILL M. SCHEIDT, Esquire, 1100 Berkshire Blvd., Suite 201 Wyomissing, PA 19610, Executor. JILL M. SCHEIDT, Esquire, Masano Bradley, 1100 Berkshire Blvd., Suite 201 Wyomissing, PA 19610, atty.

GUTZENDANNER, Charles, late of Caln Township. Catherine McClatchy, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

KIRK, JR., Thomas Joseph, late of East Goshen Township. Thomas Joseph Kirk, III, care of STEPHEN D. POTTS, Esquire, Stafford Office Bldg. #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, Executor. STEPHEN D. POTTS, Esquire, Herr, Potts & Potts, LLC, Stafford Office Bldg. #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, atty.

MILLER, Mary Cynthia M., late of Kailua-Kona, Hawaii. Daniel C. Miller, 45 Ridgfield Road, Warwick, NY 10990, Administrator.

MOFFETT-GUICE, Sarah Frances, late of West Bradford Township. Sondra R. Moore, care of JESSICA R. GRATER, Esquire, 400 Creekside Drive, Suite 409, Pottstown, PA 19464, Executrix. JESSICA R. GRATER, Esquire, Monastra & Grater, LLC, 400 Creekside Drive, Suite 409, Pottstown, PA 19464, atty.

PERILLO, Dexter A., late of West Chester. Owen V. Perillo, 26 Green Meadow Loop, Santa Fe, NM 87506, Administrator.

RITTENHOUSE, Sally, a/k/a Sarah Rittenhouse, late of Tredyffrin Township. Michael J. Rittenhouse, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executor. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

SPARANO, Thomas G., late of East Pikeland Township. Ruth Weeks, care of MARK A. GIAMPIETRO, Esquire, P.O. Box 267, Phoenixville, PA 19460-0267, Executrix. MARK A. GIAMPIETRO, Esquire, P.O. Box 267, Phoenixville, PA 19460-0267, atty.

SPOTT, Herbert A., late of East Goshen Township. Patricia A. Hodges, 8810 Walther Blvd., #1102, Parkville, MD 21234, Executrix. ROBERT M. FIRKSER, Esquire, Del Sordo and Firkser, 333 W. Baltimore Ave., Media, PA 19063, atty.

ST. GEORGES, Joseph F., a/k/a Joseph F. de St. Georges, late of East Nantmeal Township. Patricia McIlvain St. Georges, 164 Finney Rd., Glenmoore, PA 19343, & Aimee St. Georges, P.O. Box 487, Lagunitas, CA 94938, Executrices. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, atty.

STRUCKMEYER, Lee A., a/k/a Lee Struckmeyer, late of West Goshen Township. Matthew H. Struckmeyer, 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 Ave., Paoli, PA 19301-1775, atty.

STRUNK, Rance M., late of East Conventry. Darlene M. Strunk, care of KENT E. CONWAY, Esquire, 3245 Ridge Pike, Eagleville, PA 19403, Executrix. KENT E. CONWAY, Esquire, Conway Schadler, 3245 Ridge Pike, Eagleville, PA 19403, atty.

TOTH, Marian D., late of East Marlborough Township. Dolores Troiani, Esquire and Gabriella Toth, care of H. MICHAEL COHEN, Esquire, 144 West Market Street, West Chester, PA 19382, Executrices. H. MICHAEL COHEN, Esquire, Lachall, Cohen & Sagnor, 144 West Market Street, West Chester, PA 19382, atty

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

Make the Most of Massage, with its principal place of business at 808 Valley Forge Rd #106, Phoenixville, PA 19460. The application has been (or will be) filed on: Tuesday, November 3, 2020. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Mark Liskey, 3 Fox Run Lane, Newtown Square, PA 19073.

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purposes of obtaining a Certificate of Incorporation pursuant to the provisions of the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, Act of December 21, 1988, P.L. 1444, No. 177, by the following nonprofit corporation:

World Association of Puppetry and Storytelling Arts

The purpose(s) for which it has been organized is/are:

The corporation is incorporated for any lawful purpose or purposes under the Nonprofit Corporation Law of 1988, to promote the arts of puppetry, storytelling and related activities, The corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code. The Articles of Incorporation were filed on September 17, 2020 and are effective upon filing.

Lee Smith, Esquire
Smith and Smith, LLC
515 W. Linden Street, 1st Floor
Allentown, PA 18101

PROFESSIONAL CORPORATION NOTICE

Notice is hereby given that Articles of Incorporation have been filed with and approved by the Department of State of the Commonwealth of Pennsylvania at Harrisburg, PA, for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Professional Corporation Act of the Commonwealth of Pennsylvania. The name of the corporation is: KG Veterinary, PC

WENDY F. BLECZINSKI, Solicitor
LAW OFFICES OF WENDY F. BLECZINSKI
661 Moore Rd., Ste. 105
King of Prussia, PA 19406

2nd Publication of 3**Trust Notice****THE GERALDINE B. PROCTOR REVOCABLE LIVING TRUST,
DATED MAY 29, 2001**

GERALDINE B. PROCTOR, Deceased, late of Valley Township, Chester County, PA This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the Trust or the decedent are directed to make payment without delay to **PATRICE L. PROCTOR, FIRST SUCCESSOR TRUSTEE**, 205 West 3 Avenue, Coatesville, PA 19320, or to her Attorney: Alan J. Jarvis, Esquire
101 Birch Drive
Downingtown, PA 19335
610-384-1151

3rd Publication of 3**TRUST NOTICE**

**THE AMY F. ARRIGO REVOCABLE TRUST U/A
DATED 2/4/1997, AS AMENDED**

AMY F. ARRIGO, Deceased

Late of Pocopson Township, Chester County, PA This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to **STEPHEN A. ARRIGO, TRUSTEE**, c/o Guy F. Matthews, Esq., 300 W. State St., Ste. 300, Media, PA 19063,

Or to his Attorney:

**GUY F. MATTHEWS
ECKELL, SPARKS, LEVY, AUERBACH, MONTE,
SLOANE, MATTHEWS, AUSLANDER, P.C.**
300 W. State St., Ste. 300
Media, PA 19063

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, November 19th, 2020 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, December 21st, 2020.** 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. 20-11-345

Writ of Execution No. 2017-08433

DEBT \$17,904.50

ALL THAT CERTAIN lot or piece of ground, with the hereditaments and appurtenances thereon, SITUATE in the Township of West Caln, County of Chester and State of Pennsylvania, bounded and described according to a

Subdivision of land for Harry A. Siter, made by DeArmit & Hayes, Engineers and Surveyors, Coatesville, PA., dated April 29, 1963, as follows, to wit:

BEGINNING at a point of the North-easterly side of T-427, which point is measured the 2 following courses and distances from a point of curve on the Southeasterly side of T-364: (1) on an arc of a circle curving to the left, having a radius of 24.29 feet, the arc distance of 54.81 feet to a point of reverse curve; and (2) on the line curving to the right, having a radius of 194.51 feet, the arc distance of 112.82 feet to the point and place of beginning; thence extending from said beginning point, North 16 degrees 49 minutes East, 197.11 feet to a point; thence extending South 68 degrees 24 minutes 25 seconds East; 139.14 feet to a point; thence extending South 21 degrees 35 minutes 35 seconds West, 201.33 feet to a point in the North-easterly side of T-427, aforesaid; thence extending along the same and 2 following courses and distances; (1) North 65 degrees 15 minutes West, 95.97 feet to a point of curve and (2) on a line curving to the left, having a radius of 194.51 feet the arc distance of 26.93 feet to the first mentioned point and place of beginning.

BEING Lot #5 as shown on said Plan

BEING UPI NO. 28-5-55

BEING the same premises which Robert A. Erling, Sheriff of the County of Chester by Deed dated December 6, 1996 and recorded December 6, 1996 at West Chester, Pennsylvania in the Office of the Recorder of Deeds as Chester County Record Book 4115 page 1420, granted and conveyed unto Thomas C. Reynolds, in fee.

PLAINTIFF: West Caln Township

VS

DEFENDANT: **Thomas C. Reynolds**

SALE ADDRESS: 283 Coffroath Road
(311 Coffroath Road) Coatesville, PA
19320

PLANTIFF ATTORNEY: **JONATHAN
R. LONG 610-436-4400**

SALE NO. 20-11-346

Writ of Execution No. 2018-12911

DEBT \$6,543.51

ALL THAT CERTAIN messuage and lot
or piece of ground, hereditaments and
appurtenances, Situate in the Village of
Pomeroy, Township of Sadsbury, Coun-
ty of Chester and State of Pennsylvania,
bounded and described as follows:

BEGINNING at a point where the East
line of a public alley intersects the
Northern line of Middle Street; thence
along the Eastern line of said alley,
North 1 degree East 150 feet to a corner
of the Church property; thence along the
Southern line of the Church property,
North 89 degrees East 24.6 feet to a corner,
thence along land now or late of Al-
bert M. Suckle, South 1 degree West 150
feet to the North line of Middle Street;
thence along the North line of Middle
Street, South 89 degrees West 24.6 feet
to the place of beginning. The East line
of the above conveyed property passes
through the middle of the partition be-
tween the house herein conveyed and
that adjoining to the East.

BEING the same premises which
Charles D. Wert and Saretta R. Wert,
husband and wife, by Indenture bearing
date the 28th day of April 1989,

and recorded in the Office for the Re-
cording of Deeds, in and for the Coun-
ty of Chester, aforesaid, in Deed Book
1525, page 360, granted and conveyed
unto Bruce D. Potter and Cheryl M. Pot-
ter, husband and wife, in

fee.

UNDER AND SUBJECT, however, to
the right of the owners of the two lots
adjoining on the East to the use of the
pump and its water located in this prop-
erty.

Tax Parcel: 37-4L-23

PLAINTIFF: Sadsbury Township

VS

DEFENDANT: **Bruce Potter & Cher-
yl M. Potter**

SALE ADDRESS: 7 Middle Street,
Parkesburg, PA 19365

PLANTIFF ATTORNEY: **LAMB
McERLANE 610-701-3260**

SALE NO. 20-11-347

Writ of Execution No. 2017-09612

DEBT \$140,835.99

PROPERTY SITUATE IN THE BOR-
OUGH OF MALVERN

TAX PARCEL #02-02-0081

SOLD AS THE PROPERTY OF: ELI-
GIO BONELLI

IMPROVEMENTS thereon: Residen-
tial Dwelling

PLAINTIFF: U.S. Bank Trust National
Association, as Trustee of the Chalet Se-
ries IV Trust

VS

DEFENDANT: **Eligio Bonelli**

SALE ADDRESS: 13 Landmark Drive,
Malvern, PA 19355

PLANTIFF ATTORNEY: **KML LAW
GROUP, P.C. 215-627-1322**

SALE NO. 20-11-348**Writ of Execution No. 2020-01854****DEBT \$40,143.95**

ALL THAT CERTAIN tract of land of improved ground with buildings erected thereon situate on the north side of Shadyside Road (T-309) northeast of its intersection with Forge Road in East Nottingham Township, County of Chester, Commonwealth of Pennsylvania according to a survey by Concord Land Planners and Surveyors, Oxford, PA being Plan Number 8861 dated August 21, 1988 and described as follows:

BEGINNING at a point in the centerline of Shadyside Road (T-309) marking the southwest corner of this and the southeast corner of land of Alvin R. Johnson; thence leaving said centerline of Shadyside Road and along said land of Alvin R. Johnson (1) North 15 degrees 43 minutes 45 seconds West crossing over a 1 inch diameter iron pin found 8.34 feet from center line of Shadyside Road, a total distance of 281.55 feet to a $\frac{3}{4}$ inch diameter by 12 inch tall iron pin found marking the northwest corner of this, the northeast corner of said land of Alvin R. Johnson and set in the line of land of J. Albert Featherman; thence along said land of Featherman (2) North 46 degrees 36 minutes 21 seconds East 108.31 feet to an iron pin set marking the northeast corner of this and the northwest corner of land of Joseph D. and Ruth A. Furches; thence along said land of Furches (3) South 16 degrees 41 minutes 00 seconds East crossing over a 1 inch diameter iron pin found 15.32 feet from aforementioned center line of Shadyside Road, a total distance of 331.69 feet to a point in said center line of Shadyside Road marking the southeast corner of this and the southwest corner of said land of Furches; thence along said center line of Shadyside

Road (4) South 74 degrees 10 minutes 00 seconds West 101.45 feet to the point and place of beginning.

CONTAINING 30,327 square feet

BEING Chester County Tax Parcel 69-5-30

BEING the same premises which Yvonne R. Johnson by Deed dated December 29, 1988 and recorded in Chester County, in Record Book 1405 page 263 conveyed unto Becky J. Andriole, her heirs and assigns.

PLAINTIFF: McCormick 112, LLC
VS

DEFENDANT: **Emma J. Stewart**
A/K/A E. Jean Stewart Blount

SALE ADDRESS: 1020 a/k/a 1702 Shadyside Road, East Nottingham Township (Oxford), PA 19363

PLANTIFF ATTORNEY: **BRIAN J. SCHAFFER 610-994-1137**

SALE NO. 20-11-349**Writ of Execution No. 2019-07650****DEBT \$802,375.92**

Property situate in Uwchlan Township, Exton, PA 19341

UPI No. 33-4-69.1B

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: U.S. Bank National Association, not individually but solely as Trustee for the BlueWater Investment Trust 2018-1

VS

DEFENDANT: **Gregory G. Truskey & Diane M. Truskey**

SALE ADDRESS: 106 Steeplewood Drive, Exton, PA 19341

PLANTIFF ATTORNEY: STERN & EISENBERG 215-572-8111

SALE NO. 20-11-350

Writ of Execution No. 2017-11729

DEBT \$173,787.81

ALL THAT CERTAIN parcel of land situate in the Township of West Caln, County of Chester and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Tax Parcel # 28-4-1

PLAINTIFF: MTGLQ Investors, LP

VS

DEFENDANT: **Hugh McLennan a/k/a Hugh McLennan III & Claire M. McLennan**

SALE ADDRESS: 1501 W. Kings Highway, Gap, PA 17527

PLANTIFF ATTORNEY: **RICHARD M. SQUIRE & ASSOCIATES, LLC 215-886-8790**

SALE NO. 20-11-351

Writ of Execution No. 2018-06642

DEBT \$98,317.22

ALL THAT CERTAIN, MESSAGE, LOT OR PIECE OF LAND SITUATE ON, IN THE TOWNSHIP OF EAST FALLOWFIELD, COUNTY OF CHESTER, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED, AS FOLLOWS, TO WIT:

All that certain tract of land, situate in the Township of East Fallowfield, County of Chester, Commonwealth of Pennsylvania, bounded and described according to a plan dated December 8, 1986, revised July 22, 1987, by Berger and Hayes, Inc., Consulting Engineers and Surveyors, Thorndale,

PA, recorded in Chester County as Plan No. 7365, as follows:

Beginning at a point on the east right of way line of Caln Mortonville Road a corner of Lot No. 1; thence leaving said right of way line along Lot No. 1, South 79 degrees 23 minutes 21 seconds East, 220 feet to a point in line of land remaining of grantor herein; thence along land remaining of grantor herein, South 10 degrees 36 minutes 39 seconds West, 200 feet to a point; thence continuing along land remaining of grantor herein, North 79 degrees 23 minutes 21 seconds West, 220 feet to a point in the aforesaid east right of way line of Caln Mortonville Road; thence along the same, North 10 degrees 36 minutes 39 seconds East, 200 feet to the first mentioned point and place of beginning.

Containing 1.010 acres of land be the same more or less.

BEING THE SAME PROPERTY CONVEYED TO ROBERT M. BARNHART AND KAREN A. BARNHART WHO ACQUIRED TITLE BY VIRTUE OF A DEED FROM R. CRAIG JENKINS AND SHIRLEY M. JENKINS, HIS WIFE, DATED MARCH 15, 1991, RECORDED MARCH 20, 1991, AT DOCUMENT ID 012015, AND RECORDED IN BOOK 2344, PAGE 295, OFFICE IF THE RECORDER OF DEEDS, CHESTER COUNTY, PENNSYLVANIA.

PARCEL NO.: 47-06-0054.020

PLAINTIFF: U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust

VS

DEFENDANT: **Karen A. Barnhart, AKA Karen Barnhart & Robert M. Barnhart, AKA Robert Barnhart**

SALE ADDRESS: Lot 2 Caln Road, AKA 960 South Caln Road, Coatesville, AKA East Fallowfield, PA 19320

**PLANTIFF ATTORNEY: MANLEY
DEAS KOCHALSKI LLC 614-220-
5611**

SALE NO. 20-11-352

Writ of Execution No. 2019-12510

DEBT \$2,142.45

ALL THAT CERTAIN lot or piece of ground, Situate in Uwchlan Township, Chester County, Pennsylvania described according to a Final Subdivision Plan Phase IV, V and VI for Rondra Sheet NO. 4-A prepared by Robert F. Harach and Associates, Inc. Consulting Engineers dated December 5th, 1978 and last revised September 15th, 1979 and recorded in Chester County as Plan No. 2529 known as 234 Towyn Court.

Tax Parcel No. 33-5E-154

PLAINTIFF: Rhondra Homeowners Association

VS

DEFENDANT: **Lisa A. Shoats**

SALE ADDRESS: 234 Towyn Court, Exton, PA 19341

PLANTIFF ATTORNEY: **STEVEN L. SUGARMAN & ASSOCIATES 610-889-0700**

SALE NO. 20-11-353

Writ of Execution No. 2018-00284

DEBT \$94,043.43

ALL THAT CERTAIN Western half of a double brick and frame house and frame stable and a piece of land thereunto belonging, SITUATE on the North side of Ridge Avenue in the Borough of Spring City, County of Chester and State of Pennsylvania, being Lot No. 86 on a plan of lots laid out by William P.

Snyder, known as the Emery Addition to Spring

City, which plot remains in the Recorder's Office in Chester County in Deed Book T-10, Page 72

Tax Parcel # 14-1-7

PLAINTIFF: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-1

VS

DEFENDANT: **Kari Newman**

SALE ADDRESS: 411 Ridge Avenue, Spring City, PA 19475

PLANTIFF ATTORNEY: **RICHARD M. SQUIRE & ASSOCIATES, LLC 215-886-8790**

SALE NO. 20-11-354

Writ of Execution No. 2020-03146

DEBT \$99,645.93

PROPERTY SITUATE IN VALLEY TOWNSHIP

TAX PARCEL # 38-5C-74

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2

VS

DEFENDANT: **Nazario Tapia & Rosa Tapia**

SALE ADDRESS: 918 Charles Street, Coatesville, PA 19320

PLANTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**