

RESOLUTION NO. 09-2023-2

The Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, hereby adopts the following Resolution at its regular meeting held on September 28, 2023, at 7:00 P.M. (EST) at the Sterling R. Schoonover Municipal Center, to wit:

WITNESSETH:

WHEREAS, pursuant to the requirements of Township Resolution 12-2019-6, Maria Vittoria and Pina Vittoria have presented a proposed Joinder Deed for properties described as fully set forth by the following deeds:

County	Deed Volume	Page	Tax Id. No.
Monroe	2540	3278	09.86865
Monroe	2632	9046	09.86866

WHEREAS, a true and correct copy of the proposed Joinder Deed is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the proposed deed contains the requisite language relating to the combining and merging of the lots as stated in Township Resolution No. 12-2019-6; and,

WHEREAS, the property owner has presented an original Tax Certification from the Monroe County Tax Claim Bureau which states that all real estate taxes are current and a true and correct copy of said Tax Certification for each parcel, identified herein, is attached hereto and made a part hereof as Exhibit "B."

NOW THEREFORE BE IT RESOLVED as follows:

1. The Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, hereby approves the proposed Joinder Deed as presented for filing purposes; and
2. The property owner shall execute and file the proposed Joinder Deed as presented within (90) days of approval of this Resolution and failure to file said document within (90) days shall void this Resolution.

IN WITNESS WHEREOF, the aforesaid Resolution is hereby adopted as of the day and year first above set forth.

(Twp. Seal)

Michele L. Clewell

MICHELE L. CLEWELL, SECRETARY

TOWNSHIP OF MIDDLE SMITHFIELD

Annette Atkinson
ANNETTE ATKINSON, CHAIRPERSON

Mark Oney
MARK ONEY, VICE CHAIRMAN
Michael Dwyer
MICHAEL DWYER, SUPERVISOR

Exhibit A

JOINDER DEED

Parcel ID # 09.86865 and 09.86866

THIS INDENTURE made the _____ day of _____ in the year of Two Thousand Twenty-Three (2023).

BETWEEN

MARIA VITTORIA AND PINA VITTORIA, DAUGHTER AND MOTHER
(hereinafter called the Grantors), of the one part, and

MARIA VITTORIA AND PINA VITTORIA, DAUGHTER AND MOTHER,
(hereinafter called the Grantees), of the other part

WITNESSETH that the said Grantors for and in consideration of the sum of One and 00/100 Dollar (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants in common, their heirs and assigns, described herein, in wit;

PARCEL # 09.86865

ALL THAT CERTAIN lot or tract of land situate in the Township of Middle Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lot No. 77, Phase 1, as shown on a certain plan, as recorded in the Office of the Recorder of Deeds of Monroe County, Pennsylvania, in Plot Book Volume 61, Page 102.

BEING THE SAME PREMISES which MARY J. MULLEN by deed dated November 15, 2019, and recorded in the Office for Recording of Deeds, Monroe County, Pennsylvania on December 2, 2019, in Deed Book 2540, Page 3278, granted and conveyed unto MARIA VITTORIA AND PINA VITTORIA grantors hereof, in fee.

PARCEL # 09.86866

ALL THAT CERTAIN lot, parcel or piece of ground situate in Middle Smithfield Township, Monroe County, Pennsylvania, being Lot No. 78, Phase I, as is more completely set forth on the Big Ridge Plot Plan of Mid-Monroe Development Corp., which plan is duly recorded in the Office of the Recorder of Deeds, Stroudsburg, Monroe County, Pennsylvania, at Plot Book Volume 64, Page 221.

BEING THE SAME PREMISES which MAROTHON PROPERTY INVESTMENTS, INC, by deed dated June 16, 2023, and recorded in the Office for Recording of Deeds, Monroe County, Pennsylvania on June 20, 2023, in Deed Book 2632, Page 9046, granted and conveyed unto MARIA VITTORIA AND PINA VITTORIA grantors hereof, in fee.

THE ABOVE PARCELS SHALL HERBY BECOME MERGED INTO ONE PARCEL FOR TAXING PURPOSES AND SHALL NOT BE SEPARATELY CONVEYED WITHOUT PRIOR EXPRESS APPROVAL OF THE MUNICIPALITY, AS PROVIDED BY LAW.

THIS CONVEYANCE IS EXEMPT FROM THE PAYMENT OF REALTY TRANSFER TAX IN THAT THE GRANTORS AND THE GRANTEEES ARE THE SAME PERSONS.

THE PARTIES HEREIN CONFIRM AND AGREE BY THEIR SIGNATURES ABOVE AND/OR ACCEPTANCE OF THIS DOCUMENT THAT THE PREPARER OF THIS DOCUMENT HAS NOT ADVISED THE PARTIES ON THE PROPRIETY OR SUITABILITY OF THE CONVEYANCE; HAS BEEN ENGAGED SOLELY FOR THE PURPOSE OF PREPARING THIS INSTRUMENT; HAS PREPARED THE INSTRUMENT ONLY FROM INFORMATION GIVEN TO PREPARER BY THE PARTIES AND/OR THEIR REPRESENTATIVES; HAS NOT VERIFIED THE ACCURACY OF THE CONSIDERATION STATED TO HAVE BEEN PAID OR UPON WHICH ANY TAX MAY HAVE BEEN CALCULATED; HAS NOT VERIFIED THE LEGAL EXISTENCE OR AUTHORITY OF ANY PARTY OR PERSON EXECUTING THE DOCUMENT; HAS NOT BEEN REQUESTED TO PROVIDE NOR HAS PREPARER PROVIDED A TITLE SEARCH, AN EXAMINATION OF TITLE OR LEGAL DESCRIPTION, AN OPINION ON TITLE, LEGAL REVIEW OR ADVICE OF ANY SORT, OR ADVICE ON PROPERTY TAXES, REASSESSMENTS, OTHER TAXES OR THE TAX, LEGAL OR NON-LEGAL CONSEQUENCES THAT MAY ARISE FROM THE CONVEYANCE; AND THAT THEY AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE PREPARER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, AND COSTS OF EVERY NATURE ARISING THEREFROM. THE PARTIES HEREIN FURTHER AGREE AT ANY TIME, AND FROM TIME TO TIME, TO COOPERATE, ADJUST, INITIAL, EXECUTE, RE-EXECUTE AND REDELIVER SUCH FURTHER DEEDS AND DOCUMENTS, CORRECT ANY DEFECT, ERROR OR OMISSION AND DO ANY AND ALL SUCH FURTHER THINGS AS MAYBE NECESSARY TO IMPLEMENT AND CARRY OUT THE INTENT OF THE PARTIES IN MAKING THIS CONVEYANCE. PREPARER SHALL NOT BE LIABLE FOR ANY CONSEQUENCES ARISING FROM MODIFICATIONS TO THIS DOCUMENT NOT MADE OR APPROVED BY THE PREPARER.

UNDER AND SUBJECT TO Covenants, Conditions and Restrictions as appear in the chain of title in the Recorder of Deeds of Monroe County.

TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said Grantors, as well at law as in equity, of, in and to the same.

TO HAVE and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

AND the said Grantors, for themselves and their heirs and assigns do hereby covenant and agree to and with the Grantees, their heirs and assigns, that the said Grantors will **SPECIALLY** warrant title to the property herein conveyed.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals.
Dated the day and year first above written.

{SEAL}

Maria Vittoria

{SEAL}

Pina Vittoria

Commonwealth of Pennsylvania
County of Monroe

} ss

On this, the _____ day of _____ 2023, before me, the undersigned Notary Public, personally appeared MARIA VITTORA and PINA VITTORIA, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My commission expires:

The precise residence and the complete post office address of the above-named Grantees is:

569 Eagle Drive, East Stroudsburg, PA 18302

On behalf of the Grantees

Prepared by and Return to: Powlette & Field, LLC
508 Park Avenue Stroudsburg, Pennsylvania 18360
Phone: (570) 424-8037

Exhibit B

Sreed
Date: 08/01/2023

COUNTY OF MONROE
TAX CERTIFICATION
TAX CLAIM BUREAU

Cert. No: 1580693

VITTORIA MARIA
VITTORIA PINA
569 EAGLE DRIVE

EAST STROUDSBURG PA 18302

Land Assessment: 27,120
Bldg Assessment: 0
Total Assessment: 27,120
Balances as of 08/01/2023

District: MIDDLE SMITHFIELD TOWNSHI

Deed: -

Location: BIG RIDGE PHASE 1

Parcel Id: 09.86866

Tax Account Id: 105658

Description:

YEAR	TAX TYPE	TAX AMOUNT	PENALTY	INTEREST	COSTS	PAID	BALANCE
NO TAX CLAIM TAXES DUE							

MONROE COUNTY TAX CLAIM

Per:

Stephanie Reed

***** NO PERSONAL OR PERSONAL BUSINESS CHECKS ACCEPTED *****

***** ENCLOSE SELF-ADDRESSED STAMPED ENVELOPE FOR RETURN RECEIPT *****

***** INTEREST CHARGED MONTHLY *****

***** FEE \$5.00 - THIS IS TO CERTIFY THAT ACCORDING TO OUR RECORDS *****

***** THE ABOVE INFORMATION IS TRUE AND ACCURATE FOR THE ABOVE ID *****

Sreed
Date: 08/01/2023

**COUNTY OF MONROE
TAX CERTIFICATION
TAX CLAIM BUREAU**

Cert. No: 1580692

VITTORIA MARIA
VITTORIA PINA
569 EAGLE DR
EAST STROUDSBURG PA 18302
Land Assessment: 27,120
Bldg Assessment: 124,340
Total Assessment: 151,460
Balances as of 08/01/2023

District: MIDDLE SMITHFIELD TOWNSHIP
Deed: -
Location: BIG RIDGE PHASE 1
Parcel Id: 09.86865
Tax Account Id: 105656
Description:

Totals

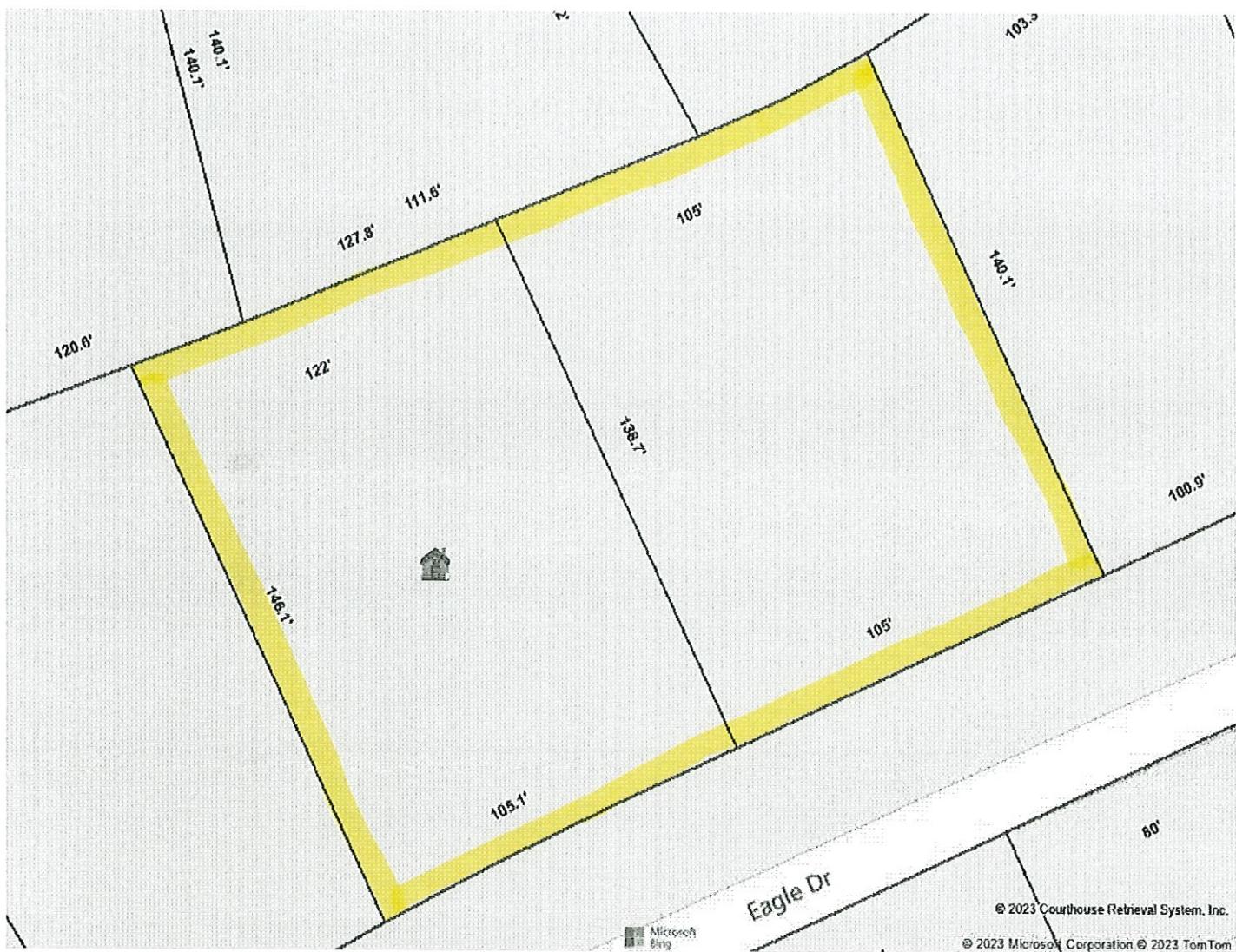
NO TAX CLAIM TAXES DUE

MONROE COUNTY TAX CLAIM

Per:



***** NO PERSONAL OR PERSONAL BUSINESS CHECKS ACCEPTED *****
***** ENCLOSE SELF-ADDRESSED STAMPED ENVELOPE FOR RETURN RECEIPT *****
***** INTEREST CHARGED MONTHLY *****
***** FEE \$5.00 - THIS IS TO CERTIFY THAT ACCORDING TO OUR RECORDS *****
***** THE ABOVE INFORMATION IS TRUE AND ACCURATE FOR THE ABOVE ID *****



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