

RESOLUTION NO. 08-2019-1

The Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, hereby adopts the following Resolution at its regular meeting held on Thursday, August 22, 2019, at 7:00 P.M. (EST) at the Sterling R. Schoonover Municipal Center, to wit:

WITNESSETH:

WHEREAS, pursuant to the requirements of Township Resolution Nos. 06-2009-2 and 10-2012-02, Luann Miller and Linda A. Powell, individually and as executrix for the Estate of Scott W. Powell, have presented a proposed Joinder Deed for their properties, described as fully set forth by the following deeds:

County	Deed Volume	Page	Tax Id. No.
Monroe	2372	1832	09/14C/5-1/20
Monroe	2372	1832	09/14C/5-1/20-1

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

WHEREAS, the proposed deed contains the following required language as stated in Township Resolution No. 06-2009-2:

The above parcels shall hereby 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.

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; 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; 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.

TOWNSHIP OF MIDDLE SMITHFIELD


ANNETTE ATKINSON, CHAIRPERSON


MICHAEL DWYER, VICE CHAIRPERSON

MARK ONEY, SUPERVISOR


MICHELE L. CLEWELL, SECRETARY

(TOWNSHIP SEAL)

Exhibit A

1

Prepared By and Return to:
Littner, Deschler & Littner
512 North New Street
Bethlehem, PA 18018-5707
610-865-6770

**PARCEL #09/14C/5-1/20 &
PARCEL #09/14C/5-1/20-1**

DEED

THIS INDENTURE, Made the _____ day of August, 2019.

LUANN MILLER, individually, and **LINDA A. POWELL**, individually and as Executrix of the Will of Scott W. Powell, aka Scott Powell, Deceased, "Grantors", Parties of the First Part,

AND

LUANN MILLER, as to fifty (50%) percent interest, and **LINDA A. POWELL**, as to fifty (50%) percent interest, as tenants in common, "Grantees", Parties of the Second Part,

WHEREAS, Scott Powell aka Scott W. Powell, in his lifetime became seized of a fifty (50%) percent interest in certain tracts or pieces of land, situate in the Township of Middle Smithfield, County of Monroe and Commonwealth of Pennsylvania; and

WHEREAS, Scott Powell aka Scott W. Powell, so thereof seized in his demesne of a fifty (50%) percent interest in that certain tract or piece of ground, hereinafter described, died March 3, 2014, leaving a Last Will and Testament dated May 14, 2007, duly probated in the Register of Wills' Office, Northampton County, at Easton, Pennsylvania on April 29, 2014 at File No. 2014-0538; and

WHEREAS, Scott W. Powell aka Scott Powell, did under Article FOURTH, appoint his wife, **LINDA A. POWELL**, to serve as Executrix, as follows:

"...I hereby nominate constitute and appoint my wife, Linda A. Powell, to be the Executrix of this my last Will and Testament..."; and

WHEREAS, Scott W. Powell aka Scott Powell, under Article THIRD of his Last Will and Testament did give the residue of his estate, both real and personal, as follows:

"...I give, devise and bequeath all of my estate, both real and personal, of whatsoever kind and wheresoever situate, unto my beloved wife, Linda A. Powell..."

NOW THIS INDENTURE WITNESSETH, that the said **LUANN MILLER** and **LINDA A. POWELL**, Executrix of the Will of Scott W. Powell aka Scott Powell, Deceased, Grantors herein, for and in consideration of the sum of **ONE AND 00/100 (\$1.00) DOLLAR**, lawful money of the United States of America, to them well and truly paid by the said grantees at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, granted, bargained, sold, aliened, released and confirmed and by these presents does grant, bargain, sell, alien, release and confirm unto the said grantees, their heirs and assigns, as tenants in common,

TRACT 1:

ALL THAT CERTAIN lot or piece of land situate in the Township of Middle Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a pipe on the southerly side of Island Road, a common corner of Lot No. 19 and No. 20, Block 1, Unit 5, as shown on "Plan of lots of Unit 5 of Pocono Lakeshore, Inc., Middle Smithfield Township, Monroe County, PA, dated April 23, 1959," and filed in the Recorder's Office at Stroudsburg, PA in Plot Book No. 8, Page 112, thence by Lot No. 19 south 58 degrees thirty feet west one hundred thirty-eight and ninety-five one-hundredths feet to a stake; thence along the easterly shore line of Monroe Lake in a northwesterly direction seventy-four feet, more or less, to a point; thence through Lot No. 20 north eighty-two degrees two feet east (at ten feet passing a stake) one hundred twenty-four and eight one-hundredths feet to a pipe; thence along the southerly side of Island Road south sixty-nine degrees forty-eight feet east thirty feet to the place of **BEGINNING**.

BEING the southerly part of Lot No. 20, Block 1, Unit 5, as shown on Plan of lots of Unit 5 of Pocono Lakeshore, Inc.

TRACT 2:

ALL THAT CERTAIN lot or piece of land situate in the Township of Middle Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the southerly side of Island Road from which a pipe on the southerly side of Island Road at a common corner of Lot No. 19 and Lot No. 20 as shown on "Plan of lots of Unit 5 of Pocono Lakeshore, Inc., Middle Smithfield Township, Monroe County, Pennsylvania, dated April 23, 1959," and filed in the Recorder's Office at Stroudsburg, Pennsylvania, in Plot Book No. 8, Page 112, bears South sixty-nine degrees forty-eight minutes East distant thirty feet; thence along an extension of the southerly side of Island Road North thirty degrees seventeen minutes West twenty-five and ninety-three one-hundredths feet to a stake at the westerly end of Island Road; thence by Lot No. 21 North sixty-nine degrees forty-eight minutes West (at one hundred fifteen and seven-tenths feet passing a stake) one hundred sixteen and ninety-five one-hundredths feet to a point; thence along the easterly shore line of Monroe Lake in a southerly direction eighty-one feet, more or less, to a stake; thence through Lot No. 20 North eighty-two degrees two minutes East one hundred twenty-four and eight-tenths feet to the place of BEGINNING. BEING the northerly part of Lot No. 20 as shown on plan of lots of Unit 5 of Pocono Lakeshore, Inc.

BEING THE SAME PREMISES which Luann Miller, Executrix of the Will of Jean B. Powell, Deceased, by her Deed dated May 11, 2010, and recorded June 18, 2010, in the Office for the Recording of Deeds, in and for the County of Monroe, at Stroudsburg, PA in Deed Book Volume 2372, Page 1832, granted and conveyed unto Luann Miller, as to a fifty (50%) percent interest and Scott Powell, as to a fifty (50%) percent interest, as tenants in common.

THE ABOVE PARCELS SHALL HEREBY 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.

Tract 1 and Tract 2 are under and subject to the following conditions, covenants and restrictions:

1. No building shall be erected on said premises any portion of which shall be within ten feet of the front line of said premises or within five feet of the side line of any adjoining lot owner.
2. No building shall be erected on said premises less than eighteen feet in length and fourteen feet in width.
3. That no shacks, tents, trailer, trailer camps or any unsightly building or buildings shall be built, constructed or maintained, placed or permitted on a lot, or

any part thereof.

4. That any lot with buildings thereon located, shall be kept in a sanitary condition; all garbage and refuse shall be immediately taken or carried away; dumping of garbage or refuse on other lands or in the lake is prohibited.

5. That any private single dwelling house must have complete sanitary plumbing with toilet facilities, and all sewage or waste water must be disposed of by septic tanks; that outside toilets or cesspools are prohibited.

6. Any building constructed of wood must be stained or painted with at least two coats of stain or paint.

7. That no oil or gas well shall be drilled on any lot or part of lot conveyed.

8. That an open, uncontrolled or untended fire is absolutely prohibited on any lot or lots or part thereof herein conveyed.

9. That small rowboats propelled by electricity from storage batteries are permitted on the waters of Monroe Lake; that small rowboats may also be propelled by outboard motors not to exceed five horsepower; with the underwater exhaust known as "underwater exhaust silencing"; however, boats propelled by motors exceeding five horsepower, or without underwater exhaust silencing are strictly prohibited on the lake.

10. That Pocono Lakeshore, Inc., its successors and assigns, shall not be responsible or liable for any injuries to person or property resulting from the use of the waters, beaches or lands of Pocono Lakeshore, Inc., by the Grantees, their heirs and assigns and owners of lots, their family, guests, friends, visitors, heirs and assigns, and the lot owners, their family, guests, visitors, heirs and assigns, covenant and agree to the same by acceptance of any deed for a lot.

11. That no business or other commercial enterprise whatsoever shall be carried on or conducted upon the said premises.

It is further covenanted and agreed that the above covenants, conditions and restrictions shall be deemed and taken as covenants running with the land and binding upon the Grantees, their family, guests, friends, visitors and their heirs and assigns.

TOGETHER with all and singular the certain lots or pieces of ground, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and to

the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, in law, equity, or otherwise howsoever, of, in, to, or out of the same:

TO HAVE AND TO HOLD the said certain lots or pieces of ground, hereditaments and premises hereby granted and released, 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, their heirs and assigns, covenants, promises and agrees, to and with the said grantees, their heirs and assigns, that they, the said grantors, have not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

**Signed, Sealed and Delivered
In the presence of:**

LUANN MILLER

ESTATE OF SCOTT W. POWELL AKA
SCOTT POWELL, DECEASED

By: LINDA A. POWELL, Executrix

LINDA A. POWELL, individually

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of August, 2019, before me the undersigned officer, personally appeared **LUANN MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

Notary Public
MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the ____ day of August, 2019, before me the undersigned officer, personally appeared **LINDA A. POWELL**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

Notary Public
MY COMMISSION EXPIRES:

I HEREBY CERTIFY that the precise address of the grantees herein are:

Exhibit B

Monroe County - Tax Claim
1 Quaker Plaza Room 104
Stroudsburg PA 18360
Phone: (570) 517-3172
As of 8/09/19

Parcel Number
09 /14C /5-1 /20 /

Current owner:
MILLER LUANN ETAL
6463 TAMARACK DRIVE
ALLENTOWN PA 181048520
TOWNSHIP: 09 MIDDLE SMITHFIELD

Tax Acct ID: 94146
Pin No: 09732501079107
Legal Description
ISLAND RD
P/O LOT 20

* * TAX CERTIFICATE # 273206 * *

2019 Assessed Valuations:

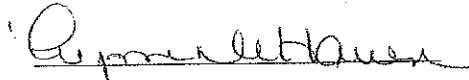
LAND CLASS 9	3,000.00	Deed Book/Page: 2372-1832
Total	3,000.00	

YEAR PD	BILLED	UNPAID	PENALTY/INT	OTHER +/-	TOTAL DUE
====	==	=====	=====	=====	=====
Grand		.00	.00	.00	.00

PAID IN FULL

FEE \$5.00 THIS IS TO CERTIFY THAT ACCORDING TO OUR RECORDS THE ABOVE
INFORMATION IS TRUE AND ACCURATE ON THE ABOVE ID#.

MONROE COUNTY TAX CLAIM BUREAU



Monroe County - Tax Claim
1 Quaker Plaza Room 104
Stroudsburg PA 18360
Phone: (570) 517-3172
As of 8/09/19

Parcel Number
09 /14C /5-1 /20-1 /

Current owner:
MILLER LUANN ETAL
6463 TAMARACK DRIVE
ALLENTOWN PA 181048520
TOWNSHIP: 09 MIDDLE SMITHFIELD

Tax Acct ID: 94148
Pin No: 09732501079123
Legal Description
113 ISLAND RD
P/O LOT 20

* * TAX CERTIFICATE # 273207 * *

2019 Assessed Valuations:

BUILDING CLASS 9	8,910.00	Dead Book/Page: 2372-1832
LAND CLASS 9	3,000.00	
Total	11,910.00	

YEAR PD	BILLED	UNPAID	PENALTY/INT	OTHER +/-	TOTAL DUE
=====	=====	=====	=====	=====	=====
Grand		.00	.00	.00	.00

PAID IN FULL

FEE \$5.00 THIS IS TO CERTIFY THAT ACCORDING TO OUR RECORDS THE ABOVE
INFORMATION IS TRUE AND ACCURATE ON THE ABOVE ID#.

MONROE COUNTY TAX CLAIM BUREAU

