

RESOLUTION NO. 05-2021-1

The Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, hereby adopts the following Resolution at its regular meeting held on Thursday, May 13, 2021, at 7:00 P.M. (EST) at the Sterling R. Schoonover Municipal Center, to wit:

WITNESSETH:

WHEREAS, pursuant to the requirements of Township Resolution 12-2019-7, John Kasak and Nancy Kasak have presented a proposed Deed for properties which proposes the joinder of 9/3G/1/26 and 9/3G/1/27 (as well as convey other parcels that will not be joined), described as fully set forth by the following deed(s):

County	Deed Volume	Page	Tax Id. No.
Monroe	2526	785	9/3G/1/26
Monroe	2526	785	9/3G/1/27

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

WHEREAS, the proposed deed contains the required joinder language as stated in Township Resolution No. 12-2019-7, or substantially similar language, acceptable to the Board of Supervisors.

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


MARK ONEY, VICE CHAIRMAN


MICHAEL DWYER, SUPERVISOR


MICHELE L. CLEWELL, SECRETARY

(TOWNSHIP SEAL)

Exhibit A

Tax #: 9/3G/1/26; 9/3G/1/27;
9/3G/1/24; 9/4/1/69

Deed

THIS DEED made this _____ day of _____, in the year two thousand twenty-one (2021).

Between **JOHN KASAK** of 52 Nightshade Court, East Stroudsburg, PA 18302
(hereinafter called the Grantor),
and **JOHN KASAK and NANCY M. KASAK**, husband and wife, of 52 Nightshade Court, East Stroudsburg, PA 18302
(hereinafter called the Grantees),

WITNESSETH: That in consideration of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees, their heirs and/or assigns,

ALL THAT CERTAIN lot, tract, piece or parcel 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 point on the southerly side of a road leading to a cul-de-sac, a common corner of Lots Nos. 14 and 15, as shown in a map entitled "Section One, Koelman Farms, Middle Smithfield Township, Monroe County, Pa." prepared by Edward C. Hess Associates, Inc., and recorded in the Office for the Recording of Deeds, in and for the County of Monroe, at Stroudsburg, Pennsylvania, on July 6, 1972, in Plot Book Vol. 17, page 11: thence along the southerly side of said road North sixty-one degrees twenty minutes ten seconds East three hundred thirty-seven and seventeen one-hundredths feet to a point; thence along the same, on a curve to the East, having a radius of three hundred twenty-five feet, an arc distance of fifty-two and thirty-two one-hundredths feet to a point, being a common corner of Lots Nos. 13 & 14 on the aforesaid plan; thence along the said Lot No. 13, North seventy degrees thirty-three minutes thirty-six seconds East Fifty-four and seventy-three one-hundredths feet to point on the circle of the cul-de-sac; thence along the same, on a curve to the southeast, having a radius of fifty feet, an arc distance of ninety and seventy-five one-hundredths feet to a point, being a common corner of Lots. Nos. 12 and 13 on the aforesaid plan; thence along the said Lot No. 12, South sixty-three degrees twenty-six minutes six seconds East two hundred sixty three and five one-hundredths feet to a point, being a common

HUSBAND to HUSBAND AND WIFE TRANSFER

corner of Lots. Nos. 12, 13, 17, and 19 on the aforesaid plan; thence along the said Lot No. 17, South sixty-nine degrees thirteen minutes forty seconds West three hundred ten and sixteen one-hundredths feet to a point, being a common corner of Lots. Nos. 13, 14, 16, and 17, on the aforesaid plan; thence along the said Lot No. 16, and subsequently along Lot No. 15, South eighty degrees sixteen minutes twenty-one seconds West three hundred seventy-six and fifty-five one hundredths feet to a point, being a common corner of Lots Nos. 14 and 15 on the aforesaid plan; thence along the said Lot No. 15, North twenty-eight degrees thirty-nine minutes fifty-one seconds West eighty-five and eighty-three one-hundredths feet to the place of BEGINNING.

CONTAINING 2.201 acres, more or less, and BEING Lots Nos. 13 and 14 as shown on the aforesaid map.

THE WITHIN PARCELS, BEING LOTS NO. 13 AND NO. 14, BEARING TAX I.D. #s: 9/3G/1/26 AND 9/3G/1/27 SHALL BE JOINED, BECOME INSEPARABLE AND CANNOT BE SUBDIVIDED, CONVEYED OR SOLD SEPARATELY AND APART THEREFROM WITHOUT PRIOR TOWNSHIP APPROVAL.

TOGETHER the right and privilege unto the Grantee, his heir and assigns, to place and maintain a septic disposal system, including tank and drainfield, on Lot No. 11, as shown on the aforesaid map entitled "Section One, Koelman Farms, Middle Smithfield Township, Monroe County, Pa.", and the right to cross the intervening private road with the necessary pipes, and to maintain and/or repair any such septic disposal system, upon the condition that the Grantee, his heirs and assigns, shall bear all expenses in connection with the use of said septic disposal system, and in the event that evacuation for repair purposes is ever required, that the Grantee, his heirs and assigns, shall bear all expenses for such repair and shall restore the said premises as closely as possible to their condition prior to any necessary excavation or repair.

PARCEL 2

ALL THAT CERTAIN undivided one-half interest in the lot, tract, piece or parcel 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 point on the northerly side of a road leading to a cul-de-sac, a common corner of Lots Nos. 10 and 11, as shown in a map entitled "Section One, Koelman Farms, Middle Smithfield Township, Monroe County, Pa." prepared by Edward C. Hess Associates, Inc., and recorded in the Office for the Recording of Deeds, in and for the County of Monroe, at Stroudsburg, Pennsylvania, on July 6, 1972, in Plot Book Vol. 17, page 11; thence along the said Lot No. 10, North nineteen degrees twenty-six minutes twenty-four seconds West two hundred eighty-seven and nineteen one-hundredths feet to a point, being a common corner of Lots Nos. 10 and 11 on the aforesaid plan and on line of other lands of the

Grantors; thence along other lands of the Grantors, North fifty-eight degrees fifty-two minutes fifty-nine seconds East one hundred forty-five and seventy-eight one-hundredths feet to a point; thence along said lands now or formerly of Thomas Denoia, South twenty-five degrees zero minutes thirty-seven seconds East three hundred thirty-five and six one-hundredths feet to an iron pipe, being a common corner of Lots Nos. 11 and 12 on the aforesaid plan; thence along the said Lot No. 12, South sixty-four degrees twenty-nine minutes West twenty-seven and sixty-nine one-hundredths feet to a point on the easterly side of a cul-de-sac; thence along the same on a curve to the northwest, having a radius of fifty feet, and arc distance of one hundred twenty-five and sixty one-hundredths feet to a point on the northerly side of the said road; thence along the same South seventy degrees thirty-three minutes thirty-six seconds West fifty-four and seventy-three one-hundredths feet to the place of BEGINNING.

CONTAINING 1.079 acres, more or less, and BEING Lot No. 11 as shown on the aforesaid map.

UNDER AND SUBJECT to the rights and privileges unto the Grantee, his heir and assigns, to place and maintain a septic disposal system, including tank and drainfield, on Lot Nos. 12, 13, and 14, as shown on the aforesaid map entitled "Section One, Koelman Farms, Middle Smithfield Township, Monroe County, Pa.", and the right to cross the intervening private road with the necessary pipes, and to maintain and/or repair any such septic disposal system, upon the condition that the Grantee, his heirs and assigns, shall bear all expenses in connection with the use of said septic disposal system, and in the event that evacuation for repair purposes is ever required, that the Grantee, his heirs and assigns, shall bear all expenses for such repair and shall restore the said premises as closely as possible to their condition prior to any necessary excavation or repair.

UNDER AND SUBJECT to the following conditions and restrictions to which the hereby granted lot or piece of ground and any building and/or structure which may hereafter be erected thereon shall be and remain subject:

1. RESIDENTIAL USE. No part of said lot or property shall be used for any purpose other than private residential. No structure shall be erected on said lot or any part thereof, other than on detached single-family private dwelling house or residence, and a swimming pool which may have a bath house or cabana incident thereto, a private garage and other attractive structures, all of which shall be incident to and used only for private single-family residential use. No motor vehicle other than pleasure automobiles shall be placed, stored, or parked on or about the premises, except in an enclosed garage. No trade or business of any kind shall be conducted upon said property or any part thereof, nor shall said property or any part thereof be used for any offensive, malodorous or obnoxious purposes. These restrictions, however, shall not be deemed to prohibit the maintenance and conduct of

a single professional or similar type office in said house or residence and construction of a simple home and the selling of homes from said sample home.

2. BUILDING LINE. No building or structure shall be erected or built within twenty feet from any party line and forty feet from any road or street line, subject to the restrictive covenants set forth on Koelman Farms map, aforesaid, recorded in Monroe County Plot Book 17, Page 11.

3. COMPLETION. The following shall be completed within one year after the commencement of any construction on the above described premises. The outside shell and painting of any buildings; clean-up of brush, felled trees, stumps and any other debris of any nature whatsoever and rough grading.

4. OUTBUILDINGS. No shacks, trailers or any unsightly structure shall be erected or maintained on said lot. No garage, other outbuilding and any structure of a temporary character shall at any time be used as a residence, either temporary or permanent.

5. LIVESTOCK RESTRICTION. No livestock shall be kept on any of said lot area, except household pets. No animals shall be kept on the premises in conjunction with business, including to but no limited to veterinarians.

6. SIGNS, POSTERS, ADVERTISEMENTS. No signs, posters, or advertisements of any kind or description shall be erected, maintained or displayed on the lot or any part thereof, visible to public view, other than (a) Usual name and street number signs; (b) Usual small professional signs; (c) "For Sale" and "For Rent" signs, provided the any "For Sale" or "For Rent" sign shall be no larger than two feet by three feet and shall not be placed and maintained within twenty-five feet from any street line.

7. CLEANLINESS OF PREMISES. This lot shall be kept and maintained slightly and sanitary in condition; all garbage, trash, and refuse shall be kept in sanitary and reasonably attractive containers and taken or carried away at least weekly; and all lawns and yards shall be properly maintained in keeping with the general maintenance of the community.

8. STORAGE. At no time shall any equipment, appliances, merchandise, construction materials and other materials and goods of any nature whatsoever, other than those normally incident to private residential use be stored outside of an enclosed building so as to present an unsightly appearance and detract from the beauty of the community.

9. SUBDIVISION. The above described premises shall not be subdivided whether or not the premises hereby conveyed shall contain or consist of two or more lots on said lot plan, except as herein specifically provided as follows: Lots may be subdivided to the original plot plan.

10. DURATION OF RESTRICTIONS. All of the aforesaid conditions, restrictions and agreements shall be covenants running with the land, and in any deed of conveyance of the above described premises, or any part thereof, the same shall be incorporated in such deed or deeds of conveyance as fully as the same are contained herein, but shall be binding upon subsequent property owners whether incorporated in subsequent deeds or not.

11. GRANTOR. As used above, the word Grantor shall include the heirs and assigns of Grantor as to the remainder of the tract of which the above described lot is a part: the word Grantee as used above shall include the above named Grantee or Grantees in this indenture, whether singular or plural, and all executors administrators, heirs, assigns and successors of said Grantee.

ALSO, UNDER AND SUBJECT to the restrictive covenants required to be set forth and included in this conveyance pursuant to Regulation No. 405.05 of the Subdivision Regulations Adopted on July 16, 1965, by the Commissioners of Monroe County, hereafter referred to as Commissioners, which regulations are administered by the Monroe County Planning Commission, hereinafter referred to as Commission, which restrictions are as follows:

A. All wells and sanitary facilities shall be installed within the recommended areas as shown on the plan of lots of Grantor. Approved by the Commission and recorded as above provided, except by written approval of proper health authorities, and the same shall be constructed in accordance with recommended standards of proper health authorities. Grantor assumes no liability, obligation and responsibility in reference to determining whether such facilities, and the plan specifications thereof, comply with such standards of any proper public health authorities and of the sufficiency of any such plans and specifications for any purpose whatsoever.

B. In the event Grantor fails or is unable to enforce the provision of the restrictive covenants set forth in paragraph A above, in reference to well and sanitary facilities, there is conferred upon the Commissioners and the Commission, the right to enforce said restrictions.

PARCEL 3

TRACT I

ALL THAT CERTAIN tract, piece or parcel of land, together with the buildings presently thereon erected situate in the Township of Middle Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner in line of lands formerly of J.P. Clark: THENCE by lands formerly of Karl Werry South Eighty-six degrees forty-five minutes West three hundred and three-tenths feet to a pipe; thence by the same South seventy-six degrees fifteen minutes West two hundred sixty-five and six-tenths feet to a pipe; thence by the same South eighty-six degrees thirty minutes West one hundred fourteen and six-tenths feet to a pipe; thence by other lands of Herbert B. Overfield and Charles V. Overfield of which this tract was formerly a part; North sixteen degrees thirty minutes West (at 62 feet passing a pipe) eighty and thirteen one-hundredths feet to a corner in the center line of the Public Road (State Highway Route No. 45014); thence by the same and long the center line of said road, North thirty-six degrees twenty-three minutes East Seventy feet to a corner; thence by the same North twenty-nine degrees twenty-eight minutes East three hundred seventy-nine and one-tenth feet to a corner; thence by the same North twenty-nine degrees fifty-five minutes East one hundred sixty-six and twenty-five one-hundredths feet to a corner; thence by the same North seventeen degrees twelve minutes East (at 5 feet, more or less, crossing the 14 inch high pressure gas line) twenty-seven and one one-hundredths feet to line of land conveyed by William H. Trullinger et al. to Roy M. Squires and wife by deed dated 18 July 1959 and recorded 29 August 1959 in Deed Book 257, page 422; thence by land of said Squires North eighty-two degrees thirty minutes East one hundred ninety-four and fifteen one-hundredths feet to land

formerly of J.P. Clark; thence by land formerly of J.P. Clark South seventeen degrees fifty minutes East six hundred eleven and twenty-eight one-hundredths feet to the place of **BEGINNING**.

CONTAINING 6.41 acres, more or less. (Map filed in Plot Book 8, page 119).

UNDER AND SUBJECT, however, to the following, vis:

(1) Easement for 14 inch pipe line granted by Charles V. Overfield et al. to the Manufacturers Light & Heat Company dated 26 February 1947 and recorded 9 May 1947 in Deed Book 160, page 278 and also 279.

(2) Easement for electric line granted by William H. Trullinger et al. to Metropolitan Edison Company dated 15 May 1952 and recorded 17 July 1952 in Deed Book 186, page 35.

TRACT II

ALL the following land situate in the Township of Middle Smithfield, County of Monroe and State of Pennsylvania beginning at a stone which is the northeast corner of the land of the Pennsylvania Baptist Convention, thence,

S 27 27' 12" E A DISTANCE OF 76.07 FT. TO AN IRON PIN; THENCE,
S 78 06' 40" W A DISTANCE OF 695.15 FT. TO AN IRON PIN; THENCE,
N 13 20' 36" W A DISTANCE OF 10.00 FT. TO AN IRON PIN; THENCE,
N 76 39' 24" E A DISTANCE OF 114.32 FT. TO AN IRON PIN; THENCE,
N 67 57' 15" E A DISTANCE OF 264.87 FT. TO AN IRON PIN; THENCE,
N 75 30' 08" E A DISTANCE OF 300.03 FT. TO THE POINT OF BEGINNING;

SAID PARCEL ENCLOSING 31,438 SQ. FT.

BEING THE SAME THREE PARCELS which Rudolph E. Kasak, an unremarried widower, by Deed dated March 13, 2019 and recorded on March 22, 2019 in the Office of the Recorder of Deeds, in and for the County of Monroe County, at Stroudsburg, Pennsylvania in Deed Book Volume 2526, Page 785 granted and conveyed unto John Kasak, Grantor herein.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

FURTHER UNDER AND SUBJECT to any and all easements and/or rights of way which may appear in the chain of title.

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

To have and to hold the said property, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and/or assigns, to and for the only proper use and behoof of the said Grantees, their heirs and/or assigns forever.

AND the said Grantor does hereby covenant and agree to and with the said Grantees that the said Grantor, his heirs and/or assigns, shall and will **SPECIALLY** warrant and forever defend, the hereinabove described premises, with the hereditaments and appurtenances, unto the Grantees, their heirs and/or assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

**Sealed and Delivered
In the presence of**

(SEAL)

JOHN KASAK

County of :
: ss.
State of :

On the _____ day of _____, 2021, before me, a notary public in and for the said county and state, personally appeared **JOHN KASAK**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

Notary Public
My Commission Expires:

The precise address of the within named Grantees is:

On behalf of the Grantees

Prepared by:
Joseph S. Wiesmeth
Attorney at Law, P.C.
919 Main Street
Stroudsburg, Pennsylvania 18360

Exhibit B

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Monroe County Tax Claim Bureau
1 Quaker Plaza Room 104
Stroudsburg, PA 18360
Phone: (570) 517-3172
AS OF 4/30/2021

Parcel Number: 09.3G.1.26

Tax Acct ID #: 98768

Current Owner:
JOHN KASAK
52 NIGHTSHADE COURT
EAST STROUDSBURG PA 18302

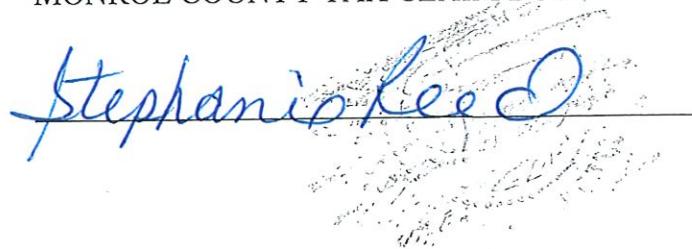
*** TAX CERTIFICATION***

Year	Pd	Billed	Unpaid	Penalty/Int	Other +/-	Total Due
=====	=====	=====	=====	=====	=====	=====

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


Stephanie Lee

Monroe County Tax Claim Bureau
1 Quaker Plaza Room 104
Stroudsburg, PA 18360
Phone: (570) 517-3172
AS OF 4/30/2021

Parcel Number: 09.3G.1.27

Tax Acct ID #: 98770

Current Owner:
JOHN KASAK
52 NIGHTSHADE COURT
EAST STROUDSBURG PA 18302

*** TAX CERTIFICATION***

Year	Pd	Billed	Unpaid	Penalty/Int	Other +/-	Total Due
=====	=====	=====	=====	=====	=====	=====

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

Stephanie Leed

Monroe County Tax Claim Bureau
1 Quaker Plaza Room 104
Stroudsburg, PA 18360
Phone: (570) 517-3172
AS OF 4/30/2021

Parcel Number: 09.3G.1.24

Tax Acct ID #: 98764

Current Owner:
JOHN KASAK
52 NIGHTSHADE COURT
EAST STROUDSBURG PA 18302

*** TAX CERTIFICATION***

Year	Pd	Billed	Unpaid	Penalty/Int	Other +/-	Total Due
=====	=====	=====	=====	=====	=====	=====

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

Stephanie Reed
Stephanie Reed

Monroe County Tax Claim Bureau
1 Quaker Plaza Room 104
Stroudsburg, PA 18360
Phone: (570) 517-3172
AS OF 4/30/2021

Parcel Number: 09.4.1.69

Tax Acct ID #: 99248

Current Owner:
JOHN KASAK
52 NIGHTSHADE COURT
EAST STROUDSBURG PA 18302

*** TAX CERTIFICATION***

Year	Pd	Billed	Unpaid	Penalty/Int	Other +/-	Total Due
=====	=====	=====	=====	=====	=====	=====

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



Stephanie Reed

