



MONTGOMERY COUNTY – STATE OF NEW YORK  
HELEN A BARTONE, COUNTY CLERK  
P O BOX 1500, FONDA, NY 12088

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	5.00
Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

INSTRUMENT #: 2018-81526

Total: 65.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Receipt#: 2018280915  
Clerk: MH  
Rec Date: 12/31/2018 11:19:58 AM  
Doc Grp: RP  
Descrip: RELEASE  
Num Pgs: 5  
Rec'd Frm: FREDERICK A PARTYKA

Party1: HERMS JONATHAN W  
Party2: OVERROCKER LORI J  
Town: GLEN

Record and Return To:

I hereby certify that the within and foregoing was  
recorded in the Montgomery County Clerk's Office

Helen A Bartone  
Montgomery County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*

**RELEASE AND EXTINGUISHMENT OF RESTRICTIVE COVENANT  
SET FORTH IN DEED RECORDED IN BOOK 1388 OF DEEDS  
AT PAGE 5**

This Agreement made the 4<sup>th</sup> day of December, 2018 between

**JONATHAN W. HERMS**, residing at 244 Zarcarco Road, Amsterdam, New York 12010, and

**LORI J. OVERROCKER**, residing at 297 Zarcarco Road, Amsterdam, New York 12010, (Jonathan W. Herms and Lori J. Overrocker are collectively referred to herein as the Parties), and

**WHEREAS**, Jonathan W. Herms is the owner of a portion of the lands in the Town of Glen conveyed to Jonathan W. Herms by John Herms and Jonathan W. Herms by Warranty Deed dated September 7, 1999 and recorded in the Montgomery County Clerk's Office on November 12, 1999 in Book 661 of Deeds at Page 294, and

**WHEREAS**, Jonathan W. Herms conveyed a portion of his property in the Town of Glen to Lori J. Overrocker by a Warranty Deed dated March 17<sup>th</sup>, 2006 and recorded in the Montgomery County Clerk's Office on March 29<sup>th</sup>, 2006 in Book 1388 of Deeds at Page 5. A Survey of a portion of Lands of Jonathan W. Herms conveyed to Lori J. Overrocker by Northeast Land Survey & Land Development Consultants, P.C. dated December 27, 2005 was also recorded in the Montgomery County Clerk's Office on February 16, 2006 under Map #013609, (**SCHEDULE "A"**), and:

**WHEREAS**, the Parties are desirous to release and extinguish a portion of the restrictive covenant which was created by Jonathan W. Herms in a Deed conveying a portion of his land to Lori J. Overrocker by Deed dated March 17<sup>th</sup>, 2006 and recorded in the Montgomery County Clerk's Office on March 29<sup>th</sup>, 2006 in Book 1388 of Deeds at Page 5, hereinafter the "Mutual Restrictive Covenant", and

**WHEREAS**, the Mutual Restrictive Covenant created in the above-reference Deed provides that:

**This Conveyance is made subject to the following restrictions and covenants which shall run with the land:**

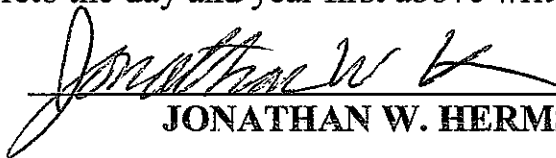
1. Said property shall be used for residential purposes only.
2. Said property shall not be used for motocross, as a race track or commercial use.
3. Said property shall not be subdivided, and

**WHEREAS** Lori J. Overrocker, as the successor in interest to lands formerly owned by Jonathan W. Herms (Tax Lot No. 101.-1-15.11) desires to extinguish and terminate a portion of any rights or obligations of the Parties related to a portion of the Mutual Restrictive Covenant **TO WIT, “#3. Said property shall not be subdivided”**.

**NOW, THEREFORE**, Jonathan W. Herms and Lori J. Overrocker, being all of the owners of land above described which has a possible right to enforce the Mutual Restrictive Covenant, hereby extinguishes a portion of said Mutual Restrictive Covenant set forth above and created in the Deed recorded in the Montgomery County Clerk’s Office as Book 1388 of Deeds at Page 5 **TO WIT, “#3. Said property shall not be subdivided”**, and agree that it will have no further force and effect and that portion of the restrictive covenant is terminated and said portion of #3. shall be of no further force or effect.

**AND** it is further mutually covenanted and agreed that this **AGREEMENT** shall run with the land and bind the respective heirs, successors and assigns of each of the parties hereto.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by or on behalf of the respective parties hereto the day and year first above written.

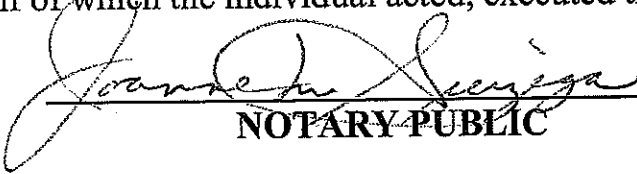
  
 \_\_\_\_\_  
**JONATHAN W. HERMS**

  
 \_\_\_\_\_  
**LORI J. OVERROCKER**

**STATE OF NEW YORK** §  
**COUNTY OF MONTGOMERY** §

On the 4th day of December in the year 2018, before me, the undersigned, personally appeared **JONATHAN W. HERMS**, personally known to

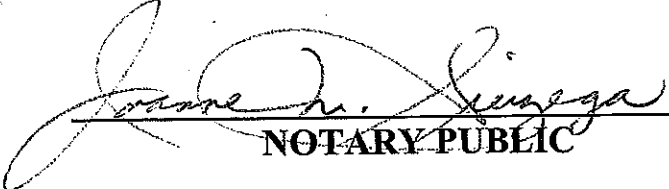
me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the Instrument.

  
NOTARY PUBLIC

JOANNE M. SIERZEGA  
Notary Public, State of New York  
Qualified in Montgomery County  
My Commission Expires 3/30/2019

STATE OF NEW YORK §  
COUNTY OF MONTGOMERY §

On the 4th day of December in the year 2018, before me, the undersigned, personally appeared **LORI J. OVERROCKER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the Instrument.

  
NOTARY PUBLIC

JOANNE M. SIERZEGA  
Notary Public, State of New York  
Qualified in Montgomery County  
My Commission Expires 3/30/2019

SCHEDULE "A"

**ALL THAT CERTAIN PARCEL OF LAND** situate in the Town of Glen, County of Montgomery, State of New York, lying Easterly of Zarcarco Road and being more particularly bounded and described as follows:

**BEGINNING** at the point of intersection of the division line between the lands of Jonathan W. Herms as described in Book 661 of Deeds at Page 294 on the Northwest and the lands now or formerly of Henry Steiger and Elizabeth Steiger as described in Book 376 of Deeds at Page 9 on the Southeast with the Easterly line of Zarcarco Road as established as a three rod (49.5 feet) wide right-of-way and runs thence along the Easterly and Southeasterly line of Zarcarco Road the following four courses: 1) North 10 degrees 54 minutes 25 seconds West a distance of 718.13 feet to a point; 2) North 08 degrees 32 minutes 49 seconds West a distance of 71.87 feet to a point; 3) North 20 degrees 09 minutes 11 seconds East a distance of 155.00 feet to a point; and 4) North 26 degrees 36 minutes 55 seconds East a distance of 412.71 feet to a capped iron rod set; thence through said lands of Herms South 43 degrees 03 minutes 11 seconds East a distance of 1,059.11 feet to a capped iron rod set at its point of intersection with the first herein described division line; thence along said division line South 57 degrees 36 minutes 47 seconds West generally along the remains of a stonewall fence a distance of 964.84 feet to a capped iron rod set at the point of beginning, containing 14.622± acres.

**BEING** a portion of the lands conveyed to Jonathan W. Herms by John Herms and Jonathan W. Herms by Warranty Deed dated September 7, 1999 and recorded in the Montgomery County Clerk's Office on November 12, 1999 in Book 661 of Deeds at Page 294.