



Recorded in Boone County, Missouri

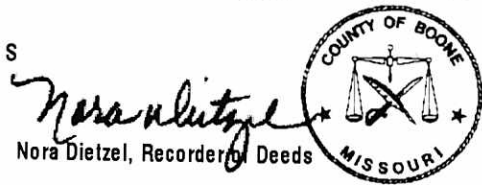
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*Title of Document:*

ROADWAY AND UTILITY EASEMENT  
MAINTENANCE AGREEMENT  
ROKE'S BEND WEST ROAD

*Date of Document:*

October 19, 2016

*Grantee(s)/Grantor*

Tompkins Homes and Development, Inc.

*Statutory Mailing Address:*

6000 S. Hwy KK  
Columbia, Missouri 65203

*Legal Description:*

Tract 2 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

Tract 11 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

Tract 12 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

Tract 13 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

*Reference Book and Page(s):*

Book: 4579

Page: 7

Book: 4579

Page: 5 and 6

ROADWAY AND UTILITY EASEMENT MAINTENANCE AGREEMENT

THIS ROADWAY AND UTILITY EASEMENT MAINTENANCE AGREEMENT, made and entered into this 19<sup>th</sup> day of October, 2016, by TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, hereinafter called "TOMPKINS" (Grantor/Grantee):

WITNESSETH:

WHEREAS, TOMPKINS owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 2", to-wit:

Tract 2 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 11", to-wit:

Tract 11 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

WHEREAS, TOMPKINS owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 12", to-wit:

Tract 12 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 13", to-wit:

Tract 13 as shown on the Survey for Tompkins  
Homes and Development, Inc. recorded in Book 4579 at  
Page 7 of the Records of Boone County, Missouri.

WHEREAS, a perpetual, nonexclusive roadway and utility easement over and across Easement Area described below herein for the use and benefit of the present and future owners of Tract 2, Tract 11 and Tract 12 has been reserved;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby grant and agree as follows:

1. That the a nonexclusive, perpetual roadway and utility easement over and across the following described easement area, herein called "Easement Area" as stated in the Easements recorded in Book 4579 at Pages 5 and 6 of the Records of Boone County, Missouri , to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1, AS SHOWN BY THE SURVEY RECORDED IN BOOK 4548, PAGE 88, AND TRACTS 11, 12 AND 13 OF THE SURVEY RECORDED IN BOOK 4579, PAGE 14 AND DESCRIBED BY THE DEED RECORDED IN BOOK 4551, PAGE 14 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 13 AT THE CENTERLINE OF WOODIE PROCTOR ROAD, AND WITH THE SOUTH LINE THEREOF, N 87°49'55"W, 84.55 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING, AND LEAVING THE SOUTH LINE OF SAID TRACT 13, SAID STRIP BEING 30.00 FEET WIDE AND LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, N 2°28'20"E, 111.92 FEET; THENCE N 37°46'30"W, 14.71 FEET; THENCE N 77°06'50"W. 346.90 FEET; THENCE N 57°57'00"W, 463.94 FEET; THENCE N 49°28'00"W. 277.62 FEET; THENCE N 12°21'15"W, 103.24 FEET TO THE EAST LINE OF TRACT 2 OF SAID SURVEY AND END OF THIS DESCRIBED CENTERLINE

for the use and benefit of the present and future owners of the above described Tract 2, Tract 11 and Tract 12 for ingress to and egress from said tracts and for utility line access to said tracts, and with the right to install, grade, gravel, pave, repair and maintain a roadway in said Easement Area and with the right to install, repair and maintain utility lines in said Easement Area which do not

interfere with use of the Easement Area for roadway purposes, all for the use and benefit of the present and future owners of said Tract 2, Tract 11 and Tract 12 .

2. The parties agree that the aforesaid Easement Area shall not be used for parking of vehicles or storage of any materials and shall not be blocked nor obstructed, and that no fence, gate or other obstruction shall be installed in the Easement Area.

3. The parties agree that in the event the roadway is constructed the owners of each Tract 2, Tract 11 and Tract 12, who actually utilize the roadway for ingress and egress to and from thier Tract (hereinafter a "User") shall share equally the in the cost to maintain and repair the Easement Area and to install, maintain and repair the roadway in the Easement Area, and the parties agree that said Easement Area and the roadway in the Easement Area shall be kept in a reasonable state of repair, except no owner of a Tract shall be obligated to pay any cost to install or maintain a concrete roadway or an asphalt roadway in the Easement Area.

4. The parties agree that in the event the roadway in the Easement Area is damaged by heavy trucks, heavy equipment or other unusual use, the party performing or procuring the performance of said use shall at the expense of said party promptly repair the damage to the roadway in a good and workmanlike manner.

5. The parties agree that in the event the installation, repair or maintenance of any utility line in the Easement Area shall cause any damage to the Easement Area or the roadway in the Easement Area, the party performing or procuring the installation, repair or maintenance of the utility line in the Easement Area shall at the expense of said party promptly repair said damage in a good and workmanlike manner.

6. All decisions pertaining to maintenance and repair of the Easement Area and pertaining to the installation, maintenance and repair of the roadway in the Easement Area shall be determined by the owners of fifty-one percent (51%) or more of the Tracts who are Users as defined above. Notwithstanding anything contained herein to the contrary, in the event of major rainfall or other natural event that results in wash-out of gravel in the higher grade areas, the Easement Area shall be graded and the cost shall be shared equally with the owners of each other said Tract, who are also Users, on a per Tract basis, without the need for a vote of fifty-one percent (51%) or more.

In the event the owner of any Tract, who is also a User, fails to pay such owner's share of the cost and expense of maintenance and repair of the

Easement Area or of installation, maintenance or repair of the roadway in the Easement Area or should any such owner fail to repair any damage caused by such owner as required in paragraphs 4 and 5 above, then any owner of any other said Tract shall have the right to pay said costs and expenses and/or the cost to repair any said damage, and the owner failing to pay the same shall reimburse the owner paying the same the amount of said costs and expenses so paid, together with interest thereon at the rate of twelve percent (12%) per annum from the date of demand, and the owner entitled to such reimbursement shall also be entitled to recovery from the owner who fails to pay the same the costs and expenses incurred in connection with enforcing said right of reimbursement, including court costs, reasonable litigation expenses and reasonable attorney fees.

7. That the owner of each tract shall have the right to enforce the provisions of this document and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of the provisions of this document, to include the remedy of injunction or damages, or both, and said remedies shall be cumulative and not exclusive, and in any said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses, including court costs and reasonable attorney fees.

8. The term "Tract" as used herein shall be deemed to mean the above described Tract 2, Tract 11, Tract 12 and Tract 13, unless specified and except in the event hereafter a said Tract is subdivided into smaller tracts by survey, plat, deed or other document, each said smaller tract shall thereupon be deemed a "Tract" under the provisions of this document.

9. That no deed or other conveyance of title to any part of the above described real estate hereafter shall be deemed to abrogate or amend this easement unless executed by all appropriate parties and unless expressly so stated in said document which must specifically refer to this paragraph of this document.

10. The easements and covenants herein contained shall run with the land and shall inure to and be binding upon the undersigned and upon the successors in title to the above described Tracts.

TO HAVE AND TO HOLD said easements and rights unto the parties hereto and their successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has hereunto executed this easement the day and year first above written.

TOMPKINS:

TOMPKINS HOME AND  
DEVELOPMENT,  
INC., a Missouri corporation

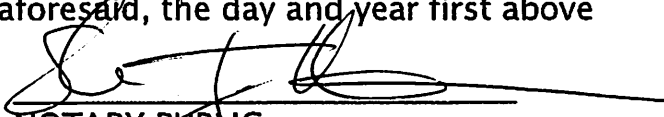
BY:   
MICHAEL D. TOMPKINS, President

ATTEST:  
  
MICHAEL D. TOMPKINS, Secretary

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF BOONE     )

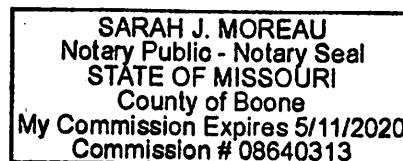
On this 19<sup>th</sup> day of October, 2016, before me personally appeared Michael D. Tompkins of TOMPKINS HOMES AND DEVELOPMENT, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
NOTARY PUBLIC  
SARAH J. MOREAU, Notary Public

My commission expires 5/11/2020

Commissioned in Boone County.





MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned, CENTRAL BANK OF BOONE COUNTY, a corporation, being the holder of the Note secured by the Deed of Trust recorded in Book 4551, Page 26, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Roadway and Utility Easement.

Dated this 19<sup>th</sup> day of October, 2016.

Central Bank of Boone County,  
a corporation

By: [Signature]  
Print Name: Edward Scavone  
Title: Executive Vice President

ATTEST:

By: [Signature]  
Print Name: Kelly Smith  
Title: Loan Assistant

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF BOONE     )

On this 19 day of October, 2016, before me personally appeared Ed Scavone, of CENTRAL BANK OF BOONE COUNTY, a corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
NOTARY PUBLIC

My commission expires 5/21/2020.

Commissioned in Boone County.

<p>KELLY SMITH Notary Public - Notary Seal STATE OF MISSOURI County of Boone My Commission Expires 5/21/2020 Commission # 12345214</p>
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