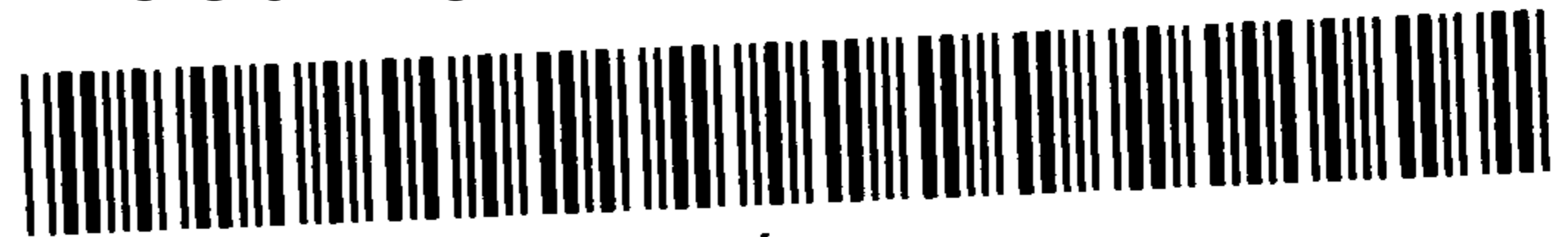


Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri

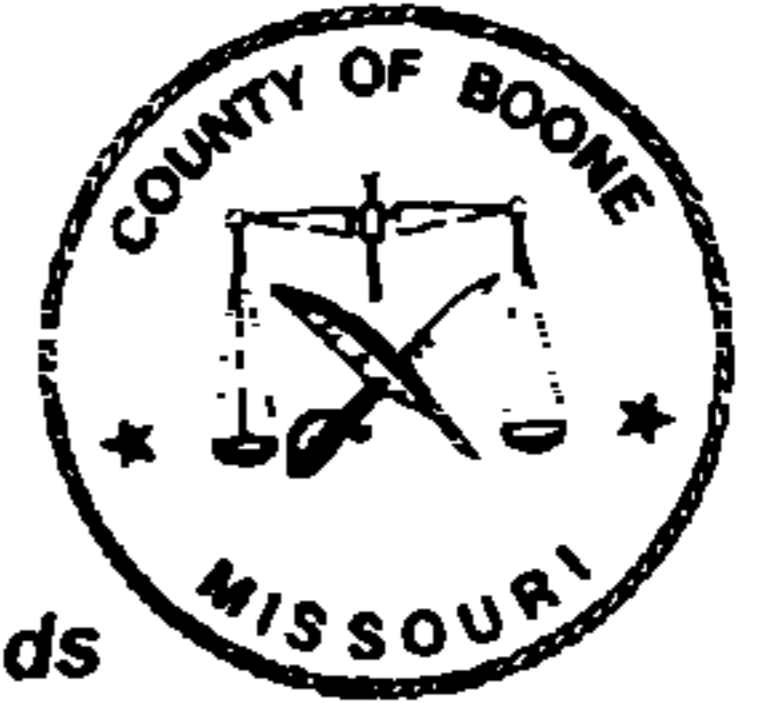
Date and Time 04/11/2011 at 04:26:28 PM

Instrument # 2011006346 Book 3786 Page 186

Grantor TOMPKINS HOMES & DEVELOPMENT INC
Grantee TOMPKINS HOMES & DEVELOPMENT INC

Instrument Type ESMT
Recording Fee \$48.00 S
No of Pages 9


Bettie Johnson, Recorder of Deeds



Title of Document: Lake Easement
(Lake No. 1)

Date of Document: April 11, 2011

Grantor/Grantee: Tompkins Homes and Development, Inc., a Missouri corporation, d/b/a Whispering Meadows

Legal Description:

a) TRACT 1:

Tract 1-F of the Administrative Survey recorded in Book 3783, Page 95, Deed Records of Boone County, Missouri, containing 12.26 acres, with said survey being a survey of a tract of land located in the Northwest Quarter (NW 1/4) of Section Sixteen (16) and the Northeast Quarter (NE 1/4) of Section Seventeen (17), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

b) TRACT 2:

Tract 1-G of the Administrative Survey recorded in Book 3783, Page 95, Deed Records of Boone County, Missouri, containing 10.73 acres, with said survey being a survey of a tract of land located in the Northwest Quarter (NW 1/4) of Section Sixteen (16) and the Northeast Quarter (NE 1/4) of Section Seventeen (17), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

(description continued on next page)

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO APR 11 2011

c) TRACT 3:

Tract Two (2) of the Survey recorded in Book 3778, Page 137, Deed Records of Boone County, Missouri, containing 30.00 acres, with said survey being a survey of a tract of land located in the East Half of the Northeast Quarter (NE 1/4) of Section Seventeen (17) and the West Half of the Northwest Quarter (NW 1/4) of Section Sixteen (16), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

d) TRACT 4:

Tract Four (4) of the Survey recorded in Book 3778, Page 137, Deed Records of Boone County, Missouri, containing 40.00 acres, with said survey being a survey of a tract of land located in the East Half of the Northeast Quarter (NE 1/4) of Section Seventeen (17) and the West Half of the Northwest Quarter (NW 1/4) of Section Sixteen (16), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

LAKE EASEMENT
(Lake No. 1)

THIS EASEMENT, made and entered into this 11 day of April, 2011, by TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, hereinafter called "TOMPKINS:"

WITNESSETH:

WHEREAS, TOMPKINS owns the following described real estate situated in Boone County, Missouri, to-wit:

a) **TRACT 1:**

Tract 1-F of the Administrative Survey recorded in Book 3783, Page 95, Deed Records of Boone County, Missouri, containing 12.26 acres, with said survey being a survey of a tract of land located in the Northwest Quarter (NW 1/4) of Section Sixteen (16) and the Northeast Quarter (NE 1/4) of Section Seventeen (17), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

b) **TRACT 2:**

Tract 1-G of the Administrative Survey recorded in Book 3783, Page 95, Deed Records of Boone County, Missouri, containing 10.73 acres, with said survey being a survey of a tract of land located in the Northwest Quarter (NW 1/4) of Section Sixteen (16) and the Northeast Quarter (NE 1/4) of Section Seventeen (17), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

c) **TRACT 3:**

Tract Two (2) of the Survey recorded in Book 3778, Page 137, Deed Records of Boone County, Missouri, containing 30.00 acres, with said survey being a survey of a tract of land located in the East Half of the Northeast Quarter (NE 1/4) of Section Seventeen (17) and the West Half of the Northwest Quarter (NW 1/4) of Section Sixteen (16), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

d) **TRACT 4:**

Tract Four (4) of the Survey recorded in Book 3778, Page 137, Deed Records of Boone County, Missouri, containing 40.00 acres, with said survey being a survey of a tract of land located in the East Half of the

Northeast Quarter (NE 1/4) of Section Seventeen (17) and the West Half of the Northwest Quarter (NW 1/4) of Section Sixteen (16), all in Township Forty-seven North (47N), Range Eleven West (11W), Boone County, Missouri.

WHEREAS, TOMPKINS desires to create a lake easement on the Easement Area described below herein for the use and benefit of the present and future owners of the above described Tract 1, Tract 2, Tract 3 and Tract 4;

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 do hereby grant and agree as follows:

1. That the undersigned does hereby grant and create a lake easement over and across the following described real estate situated in Boone County, Missouri, herein referred to as the "Easement Area," to-wit:

The existing lake area up to the high water mark on the above described Tract 1, Tract 2, Tract 3 and Tract 4 and the lake dam area, spillway area, overflow area and other lake facilities now located on the above described tracts and the natural drainage area extending from the aforesaid lake in a northeasterly direction across the aforesaid tracts.

for the use and benefit of the present and future owners of the above described Tract 1, Tract 2, Tract 3 and Tract 4 for use as a lake, including the right to repair and maintain the lake, lake dam, lake area, spillway, overflow pipe, drainage area and other lake components and lake facilities, to back water over the portion of the Easement Area located above the lake dam and to use the lake area for recreational purposes in accordance with the restrictions and provisions set out below herein.

2. That the owners of the above described Tract 1, Tract 2, Tract 3 and Tract 4 shall have the right to use all portions of the Easement Area located on said owner's Tract so long as such use does not interfere with the easement rights contained herein and shall have the right to use that portion of the Easement Area on the other said Tracts which is inundated with water, but the owner of a said Tract shall not have the right to use any portion of the Easement Area on the other said Tracts which is not inundated with water.

Notwithstanding the foregoing provisions, any owner of any Tract described in the preceding paragraph shall have the right to enter upon any portion of the Easement Area in

connection with maintaining and repairing the lake, lake dam, lake area, spillway, overflow pipe, drainage area and lake components and lake facilities in the Easement Area and in connection with maintaining, repairing, surveying and inspecting the Easement Area, and in addition the owners of the Tracts shall have the right as determined by the owners of fifty-one percent (51%) or more of the Tracts to use any Tract for ingress to and egress from the Easement Area in connection with maintaining, repairing, surveying and inspecting the Easement Area.

3. That the owners of the above described Tract 1, Tract 2, Tract 3 and Tract 4 shall not permit any person to use the lake unless such person is accompanied by either said owner, a member of said owner's immediate family, the tenant on a said Tract or a member of said tenant's immediate family.

4. That no fishing shall be conducted in the lake except with hand held fishing poles and hand held lines. No commercial activity shall be conducted on the lake.

5. That no sewage disposal system and no septic tank lateral lines shall be located closer than seventy-five (75) feet from the shoreline of the lake nor located where the same will discharge effluent into the lake.

6. That the owners of each above described Tract shall take all reasonable steps necessary to prevent soil from eroding into the lake in the Easement Area.

7. That any floating or stationary dock installed in the Easement Area must be located on the portion of the Easement Area which is on the Tract owned by the owner of said dock, may not extend more than 15 feet from the shoreline of the lake, shall not exceed 150 square feet in size and must be kept in good repair.

8. That except as provided in paragraph 7 above no structure, building, fencing, landscaping or other material shall be installed or placed in the Easement Area, except as required in connection with maintaining and repairing the Easement Area.

9. That no boat, canoe or other watercraft shall be stored outside the lake water on a Tract within 40 feet of the shoreline of the water in the Easement Area.

10. That no motor or engine of any kind shall be used on the lake, with the exception of battery powered boat trolling motors.

11. That the parties shall not permit any of their animals, water fowl or reptiles to enter upon the Easement Area, except dogs and household pets which are owned by the owner or occupant of a Tract shall have the right to enter upon the Easement Area.

12. That the owner of a Tract shall not remove any water from the lake on the Easement Area for irrigation purposes or for any other purpose.

13. That the owners of each of the four (4) above described Tracts shall share equally with the owners of each other said Tract the expense to maintain and repair the aforesaid lake, lake dam, lake area, spillway, overflow pipe, drainage area and other lake components and lake facilities, and the owners of said Tracts covenant to keep said lake, lake dam, lake area, spillway, overflow pipe, drainage area, lake components and lake facilities in a reasonable state of maintenance and repair; provided however, notwithstanding the foregoing, in the event hereafter a Tract is subdivided into smaller Tracts by deed, plat or survey, each said smaller Tract on which any part of the shoreline of the lake is located shall be deemed a Tract for the purpose of this easement and the owners of each said smaller Tract on which any part of the shoreline of the lake is located shall share equally with the owners of each other said Tract the aforesaid expenses and costs.

14. All decisions pertaining to the maintenance and repair of the aforesaid lake, lake dam, lake area, spillway, overflow pipe, drainage area and other lake components and lake facilities shall be determined by the owners of fifty-one percent (51%) or more of the Tracts described herein.

In the event the owner of any Tract described herein fails to pay such owner's share of the cost and expenses of maintenance and repair referred to in the preceding numbered paragraph, then the owner of any other said Tract shall have the right to pay said cost and expense and the owner failing to pay the same shall reimburse the owner paying the same the amount of said cost 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 recover from the owner who fails to pay the same the cost and expenses incurred in connection with enforcing said right of reimbursement, including court costs, reasonable litigation expenses and reasonable attorney fees.

15. That the owner of each of the Tracts described herein 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.

16. The term "Tract" as used herein shall be deemed to mean the above described Tract 1, Tract 2, Tract 3 and Tract 4, except in the event hereafter a said Tract is subdivided into smaller Tracts by survey, plat, deed or other document, each said smaller Tract on which any part of the shoreline of the lake is located shall thereupon be deemed a "Tract" under the provisions of this document.

17. That the above mentioned easement and covenants shall run with the land and shall be binding upon the present and future owners of the above described Tracts and shall inure to the benefit of the present and future owners of the above described Tracts.

TO HAVE AND TO HOLD the above mentioned 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 HOMES AND DEVELOPMENT,
INC., a Missouri corporation

(no seal)

BY: 
MICHAEL D. TOMPKINS, President

ATTEST:


MICHAEL D. TOMPKINS, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 11 day of April, 2011, before me appeared MICHAEL D. TOMPKINS, to me personally known, who, being by me duly sworn, did say that he is the President of

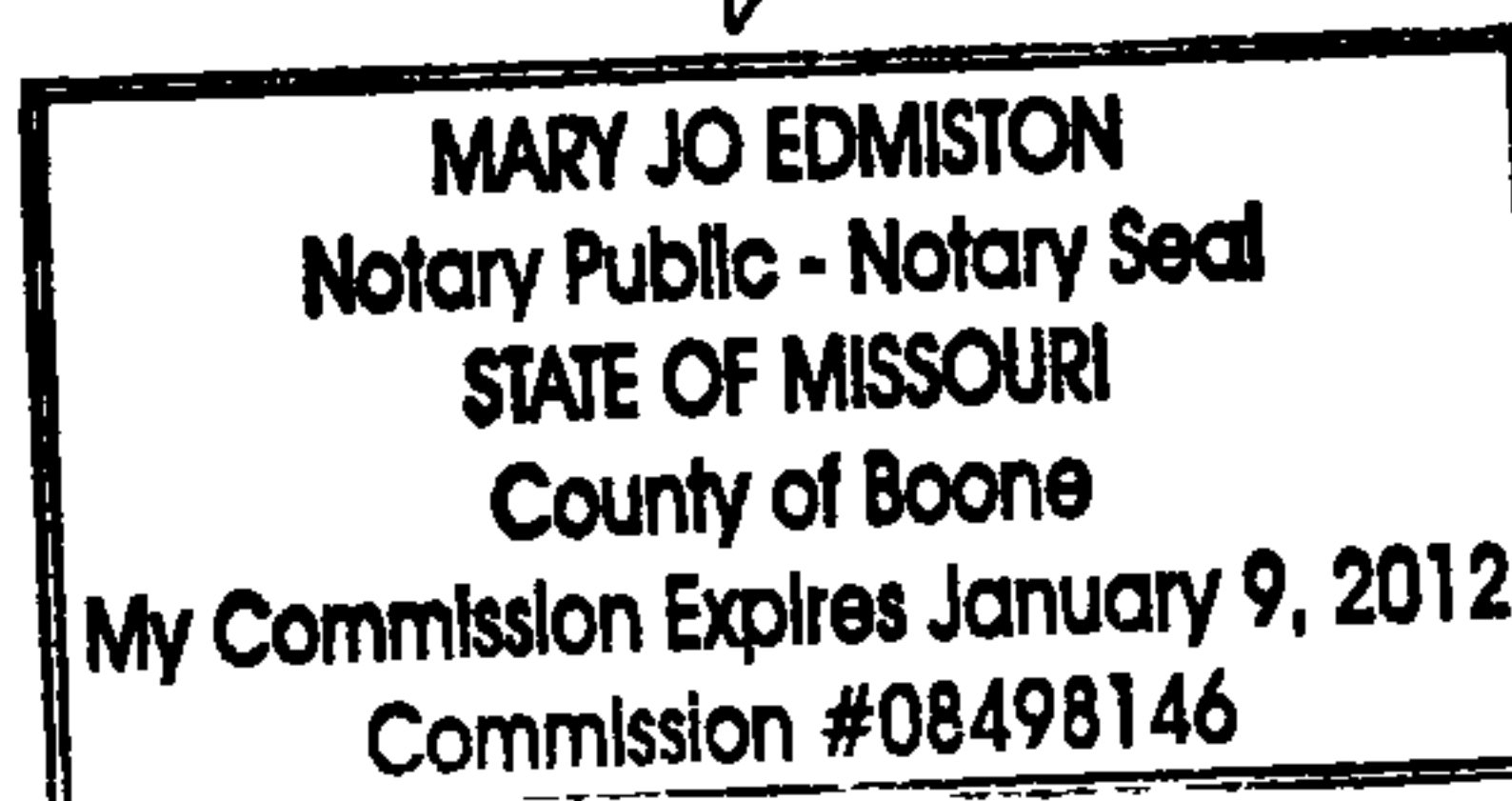
TOMPKINS HOMES AND DEVELOPMENT, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.



Notary Public

My commission expires:




MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned, BOONE COUNTY NATIONAL BANK, a corporation, being the holder of the Note secured by the Deed of Trust recorded in Book 3764, Page 43, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Lake Easement.


Dated this 11 day of April, 2011.

BOONE COUNTY NATIONAL BANK,
a corporation

BY: 

Vice-President
Edward Scavonne

ATTEST:



Secretary Tyler S. Harriman


Boone County, Missouri
Unofficial Document

BOONE COUNTY MO APR 11 2011

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 11th day of April, 2011, before me appeared Edward Scavone
_____, to me personally known, who, being by me duly
sworn, did say that he/she is a Vice-President of BOONE COUNTY NATIONAL BANK, a
corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors and the said Vice-President acknowledged said
instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal, at my office in Columbia, Missouri, the day and year first above written.



Notary Public

My commission expires:

TYLER S. HARRIMAN
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 08/03/2012
Commission # 08567913