



Recording Date/Time: 06/07/2024 at 02:27:12 PM

Book: 5876 Page: 58

Instr #: 2024008521

Pages: 8

Fee: \$48.00 S



Bob Nolte  
Recorder of Deeds

*Title of Document:* ROADWAY AND UTILITY EASEMENT

*Date of Document:* June 7, 2024

*Grantee(s)/Grantor* Tompkins Homes and Development, Inc.

*Statutory Mailing Address:* 5714 Euliss Drive  
Columbia, Missouri 65201

*Legal Description:*

TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5507, PAGE 119 ALSO BEING ALL OF THE TRACTS 1 AND 2 SHOWN BY THE SURVEY IN BOOK 5537 PAGE 87 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OD SAID TRACT 1 AND WITH THE NORTH LINE THEREOF S 86°25'15"E, 793.06 FEET; THENCE LEAVING SAID NORTH LINE S 2°16'05"W, 257.43 FEET; THENCE S 83°11'50"W, 969.36 FEET; THENCE S 1°08'35"W, 250.00 FEET TO THE SOUTH LINE OF SAID TRACT 1 SAID LINE ALSO BEING THE SOUTH LINE OF SAID NORTH HALF OF SECTION 21; THENCE WITH SAID SOUTH LINE N 88°50'30"W 306.97 FEET TO THE WEST LINE OF SAID TRACT 1; THENCE WITH SAID WEST LINE N 1°08'35"E, 300.21 FEET THENCE N 60°41'25"E 310.14 FEET; THENCE N 45°53'30"E, 303.44 FEET; THENCE N 29°23'55"W, 2.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES.

TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5507, PAGE 119 ALSO BEING ALL OF THE TRACTS 1 AND 2 SHOWN BY THE SURVEY IN BOOK 5537 PAGE 87 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 AT THE SOUTHEAST CORNER OF SAID TRACT 1 AND WITH THE SOUTH LINE OF SAID NORTH HALF OF SAID SECTION 21 THEREOF N 88°51'35"W, 59.52 FEET TO THE CENTER OF SAID SECTION 21 AS SHOWN AS SHOWN BY SAID SURVEY; THENCE CONTINUING WITH SAID SOUTH LINE N 88°50'30"W, 1121.70 FEET; THENCE LEAVING SAID SOUTH LINE N 1°08'35"E, 250.00 FEET; THENCE N 83°11'50"E, 969.36 FEET; THENCE N 2°16'05"E, 257.43 FEET TO THE NORTH LINE OF SAID TRACT 1; THENCE WITH SAID NORTH LINE N 85°06'20"E, 188.07 FEET TO THE EAST LINE OF SAID TRACT 1 AND WITH THE EAST LINE THEREOF S 4°46'50"W, 109.36 FEET; THENCE S 3°41'40"E, 391.65 FEET; THENCE S 0°05'10"W, 162.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.03 ACRES.

***Reference Book and Page(s):***

Book: 5507

Page: 119

Book: 5537

Page: 87

BOONE COUNTY MO JUN 07 2024

ROADWAY AND UTILITY EASEMENT

THIS EASEMENT, made and entered into this 7 day of June, 2024, by TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, hereinafter called "TOMPKINS" (Grantor/Grantee):

WITNESSETH:

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

TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5507, PAGE 119 ALSO BEING ALL OF THE TRACTS 1 AND 2 SHOWN BY THE SURVEY IN BOOK 5537 PAGE 87 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OD SAID TRACT 1 AND WITH THE NORTH LINE THEREOF S 86°25'15"E, 793.06 FEET; THENCE LEAVING SAID NORTH LINE S 2°16'05"W, 257.43 FEET; THENCE S 83°11'50"W, 969.36 FEET; THENCE S 1°08'35"W, 250.00 FEET TO THE SOUTH LINE OF SAID TRACT 1 SAID LINE ALSO BEING THE SOUTH LINE OF SAID NORTH HALF OF SECTION 21; THENCE WITH SAID SOUTH LINE N 88°50'30"W 306.97 FEET TO THE WEST LINE OF SAID TRACT 1; THENCE WITH SAID WEST LINE N 1°08'35"E, 300.21 FEET THENCE N 60°41'25"E 310.14 FEET; THENCE N 45°53'30"E, 303.44 FEET; THENCE N 29°23'55"W, 2.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 1B", to-wit:

TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5507, PAGE 119 ALSO BEING ALL OF THE TRACTS 1 AND 2 SHOWN BY THE SURVEY IN BOOK 5537 PAGE 87 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 AT THE SOUTHEAST CORNER OF SAID TRACT 1 AND WITH THE SOUTH LINE OF SAID NORTH HALF OF SAID SECTION 21 THEREOF N 88°51'35"W, 59.52 FEET TO THE CENTER OF SAID SECTION 21 AS SHOWN AS SHOWN BY SAID SURVEY; THENCE CONTINUING WITH SAID SOUTH LINE N 88°50'30"W, 1121.70 FEET; THENCE LEAVING SAID SOUTH LINE N 1°08'35"E, 250.00 FEET; THENCE N 83°11'50"E, 969.36 FEET; THENCE N 2°16'05"E, 257.43 FEET TO THE NORTH LINE OF SAID TRACT 1; THENCE WITH SAID NORTH LINE N 85°06'20"E, 188.07 FEET TO THE EAST LINE OF SAID TRACT 1 AND WITH THE EAST LINE THEREOF S 4°46'50"W, 109.36 FEET; THENCE S 3°41'40"E, 391.65 FEET; THENCE S 0°05'10"W, 162.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.03 ACRES.

WHEREAS, TOMPKINS desires to create 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 1A, and Tract 1B;

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 undersigned does hereby grant and create a nonexclusive, perpetual roadway and utility easement over and across the following described easement area, herein called "Easement Area" as shown on the attached hereto as Exhibit "A", to-wit:

A TRIANGULAR TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1B OF THE SURVEY RECORDED IN BOOK 5725, PAGE 99 AND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 5507, PAGE 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1B AND WITH THE WEST LINE THEREOF N 1°08'35"E, 186.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID EAST LINE, N 1°08'35"E, 64.00 FEET TO THE NORTHWEST CORNER; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH LINE THEREOF N 83°11'50"E, 84.00 FEET; THENCE LEAVING SAID NORTH LINE, S 48°52'35"W, 112.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 2662 SQUARE FEET.

for the use and benefit of the present and future owners of the above described Tract 1A 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 1A.

2. 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 owner of Tract 1A shall maintain and repair the Easement Area and to install, maintain and repair the roadway in the Easement Area.
4. 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. 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. 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.

7. The term "Tract" as used herein shall be deemed to mean the above described Tract 1A, and Tract 1B, 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.

8. 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.

9. 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.

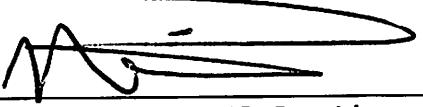
TO HAVE AND TO HOLD said easements and rights unto the parties hereto and their successors and assigns forever.

(SIGNATURE PAGE TO FOLLOW)

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

BY:   
MICHAEL D. TOMPKINS, President

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

On this 7 day of June, 2024, 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 executed the same as his 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

My commission expires 11/27/24.

Commissioned in Boone County, Missouri.

SEDEL CARSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Boone County  
My Commission Expires: Nov. 27, 2024  
Commission #16131182

50°40'20"

**TRACT 2B**  
ACRES

Exhibit "A"

N 1°08'35" E  
300.21'

N 60°41'25" E  
310.14'

N 45°50'  
303.44'

SURVEY RECORDED IN  
BOOK 5537, PAGE 81

**TRACT 1A**  
10.00 ACRES



N 83°11'50" E 969.36'

APPROXIMATE  
100-Y

N 1°08'35" E  
186.06'

S 48°52'35" W  
112.32'

**TRACT 1B**  
10.03 ACRES

306.97'

1121.70'

N 88°50'30" W 2408.96'

66'

N 88°50'30" W 2622.69'(REC)(M)

EXISTING ROADWAY ESMT RECO