

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time: 01/06/2012 at 02:14:03 PM
Instrument # 2012000336 Book 3901 Page 76

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

Instrument Type ESMT
Recording Fee \$45.00 S
No of Pages 8


Bettie Johnson, Recorder of Deeds



Title of Document: Lake Easement
(Walden Pointe)

Date of Document: January 6, 2012

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

Legal Description:

a) TRACT 8:

Tract 8 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3901, Page 74, Deed Records of Boone County, Missouri, being a survey of Walden Pointe located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri, containing 10.01 acres, more or less.

b) TRACT 9:

Tract 9 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3901, Page 74, Deed Records of Boone County, Missouri, being a survey of Walden Pointe located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri, containing 10.65 acres, more or less.

c) TRACT 10:

Tract 10 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3901, Page 74, Deed Records of Boone County, Missouri, being a survey of Walden Pointe located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri, containing 11.03 acres, more or less.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 06 2012

LAKE EASEMENT
(Walden Pointe)

THIS EASEMENT, made and entered into this _____ day of January, 2012, 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 8:**

Tract 8 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3901, Page 74, Deed Records of Boone County, Missouri, being a survey of Walden Pointe located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri, containing 10.01 acres, more or less.

b) **TRACT 9:**

Tract 9 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3901, Page 74, Deed Records of Boone County, Missouri, being a survey of Walden Pointe located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri, containing 10.65 acres, more or less.

c) **TRACT 10:**

Tract 10 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3901, Page 74, Deed Records of Boone County, Missouri, being a survey of Walden Pointe located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri, containing 11.03 acres, more or less.

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 8, Tract 9 and Tract 10;

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 8, Tract 9 and Tract 10 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 southerly direction across Tract 10.

for the use and benefit of the present and future owners of the above described Tract 8, Tract 9 and Tract 10 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 8, Tract 9 and Tract 10 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 8, Tract 9 and Tract 10 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 boat 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 boat 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; provided however, no boat dock shall be anchored to the island on Tract 10 and the island on Tract 10 shall not be used for access to a boat dock.

8. That the existing bridge and a comparable replacement bridge running from the shoreline of the lake on Tract 10 to the lake island on Tract 10 may be kept and maintained in its existing location but no other structure shall be located on or connected to the lake island on Tract 10.

9. That except as provided in paragraphs 7 and 8 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.

10. 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.

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

12. 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.

13. 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.

14. That the owners of each of the three (3) 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.

15. 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 nine percent (9%) 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.

16. 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.

17. The term "Tract" as used herein shall be deemed to mean the above described Tract 8, Tract 9 and Tract 10, 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.

18. 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 6th day of January, 2012, 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

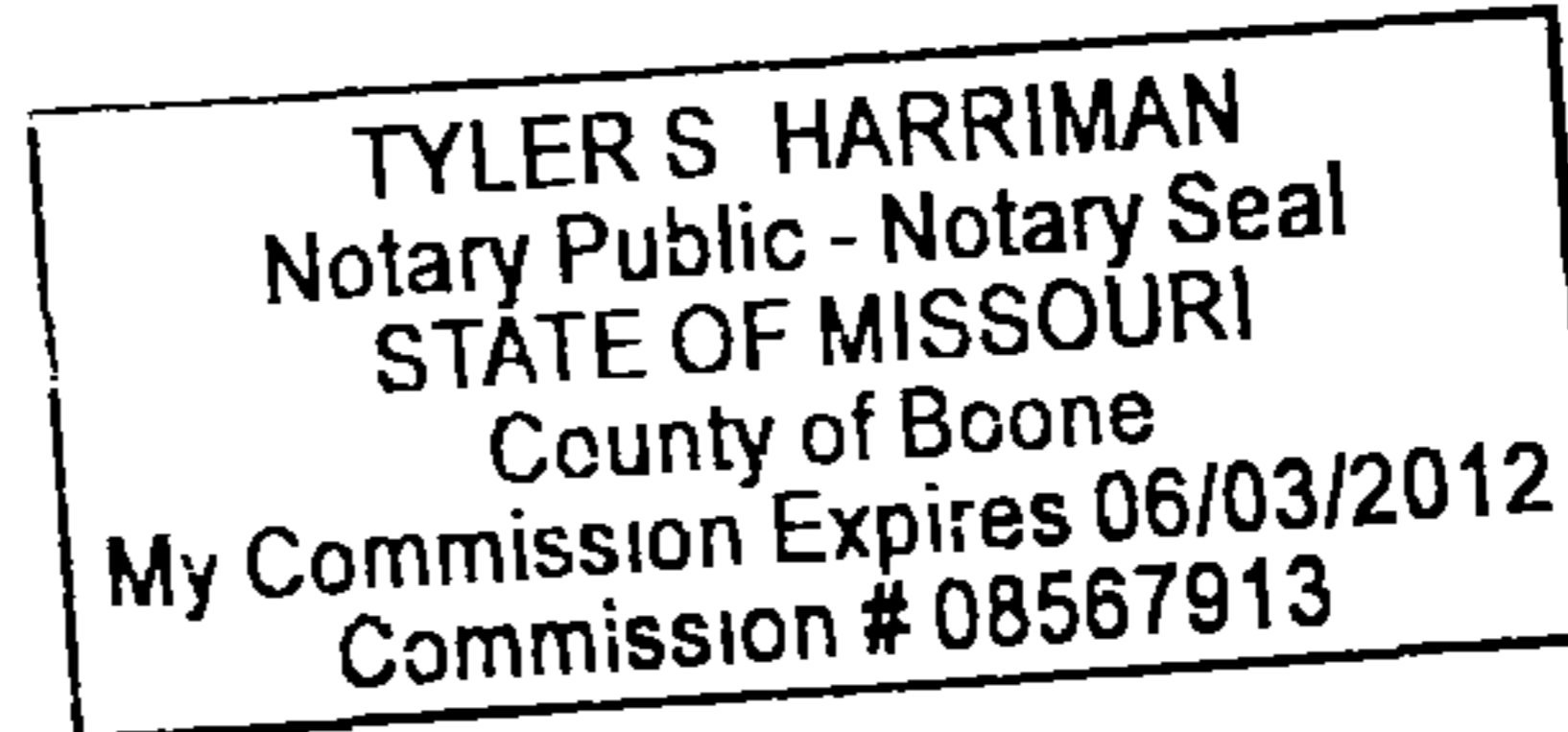
Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

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 Tyler S. Harriman

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 3898, Page 115, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Lake Easement.

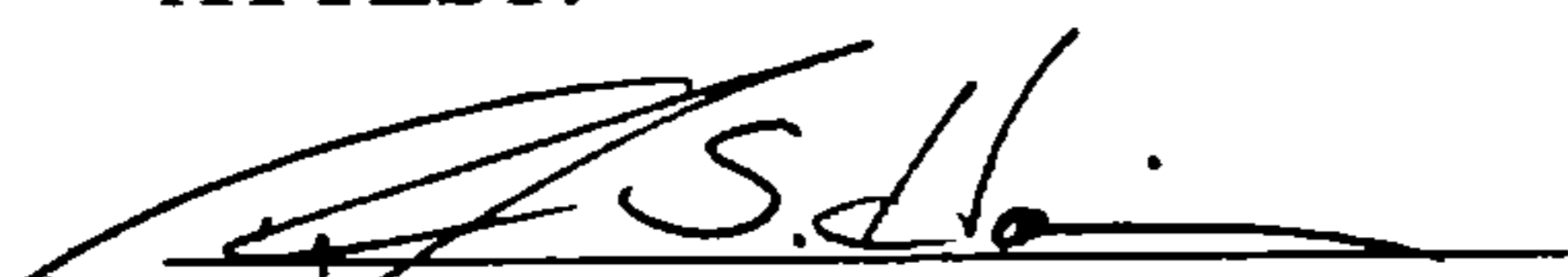
Dated this 6th day of January, 2012.

BOONE COUNTY NATIONAL BANK,
a corporation

BY: 

Vice-President Jill A. Cox

ATTEST:



Secretary Tyler S. Harriman

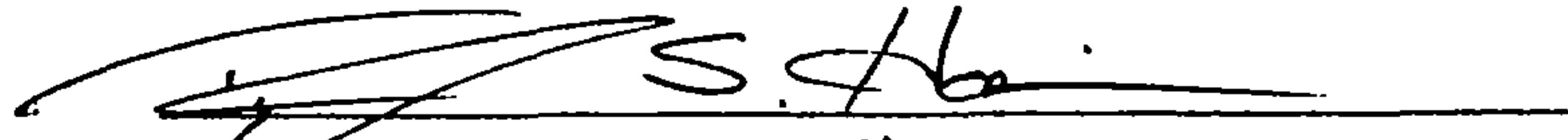
Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 06 2012

STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

On this 6th day of January, 2012, before me appeared _____
Jill Cox, 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 Tyler S. Harriman

My commission expires:

TYLER S. HARRIMAN
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 06/03/2012
Commission # 08567913