

Recorded in Boone County, Missouri

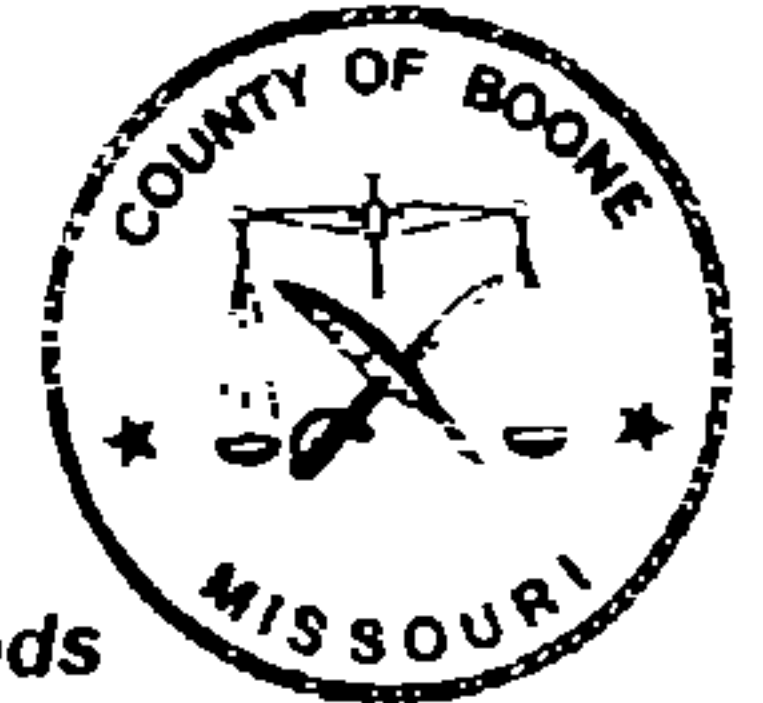
Date and Time 01/06/2012 at 01:56:15 PM

Instrument # 2012000331 Book 3901 Page 71

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

Instrument Type ESMT
Recording Fee \$42.00 S
No of Pages 7


Bettie Johnson, Recorder of Deeds



ROADWAY AND UTILITY EASEMENT
(Thoreau Lane)

THIS EASEMENT, made and entered into this 6 day of January, 2012, 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 1," to-wit:

Tract 1 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 390, 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 10.81 acres, more or less.

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

Tract 2 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 390, 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 10.57 acres, more or less.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 3," to-wit:

Tract 3 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 390, 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 10.17 acres, more or less.

(description continued on next page)

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 4," to-wit:

Tract 4 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 3101, 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 11.42 acres, more or less.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 5," to-wit:

Tract 5 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 10.39 acres, more or less.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 6," to-wit:

Tract 6 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 20.19 acres, more or less.

WHEREAS, TOMPKINS also owns the following described real estate situated in Boone County, Missouri, hereinafter called "Tract 7," to-wit:

Tract 7 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 10.04 acres, more or less.

WHEREAS, TOMPKINS desires to create a perpetual, nonexclusive roadway and utility easement over and across the Easement Area described below herein for the use and benefit of the present and future owners of Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6 and Tract 7;

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," to-wit:

A strip of land located in the South Half of Section 10, Township 47 North, Range 12 West, Boone County, Missouri and being part of the land described by the Trustee's Deed recorded in Book 3831, Page 146 and shown by the surveys recorded in Book 1953, Page 475 and Book 2409, Page 42, and being more particularly described as follows:

Commencing on the southerly right-of-way line of State Highway 163, at the northwest corner of said survey recorded in Book 1953, Page 475, and with the lines thereof, S 67°45'40"E, 6.87 feet; thence N 89°56'15"E, 319.06 feet; thence N 86°51'55"E, 200.51 feet; thence N 89°57'30"E, 50.14 feet to the point of beginning:

Thence leaving the North line of said survey, said strip being 30 feet wide and lying 15 feet on both sides of the following described centerline, S 1°10'55"W, 93.82 feet; thence S 17°58'10"W, 121.18 feet; thence S 1°10'55"W, 392.03 feet; thence 234.31 feet along a 200.00 foot-radius curve to the left, said curve having a chord S 32°22'50"E, 221.14 feet; thence S 65°56'30"E, 334.21 feet; thence 238.86 feet along a 44.12-foot radius curve to the left, said curve having a chord N 42°07'00"W, 37.13 feet to the end of this described line.

for the use and benefit of the present and future owners of the above described Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6 and Tract 7 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 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6 and Tract 7.

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 the owners of each Tract shall share equally with the owners of each other said Tract on a per Tract basis 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.

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.

In the event the owner of any Tract 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 nine percent (9%) 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 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6 and Tract 7, 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 appro-

priate 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 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)

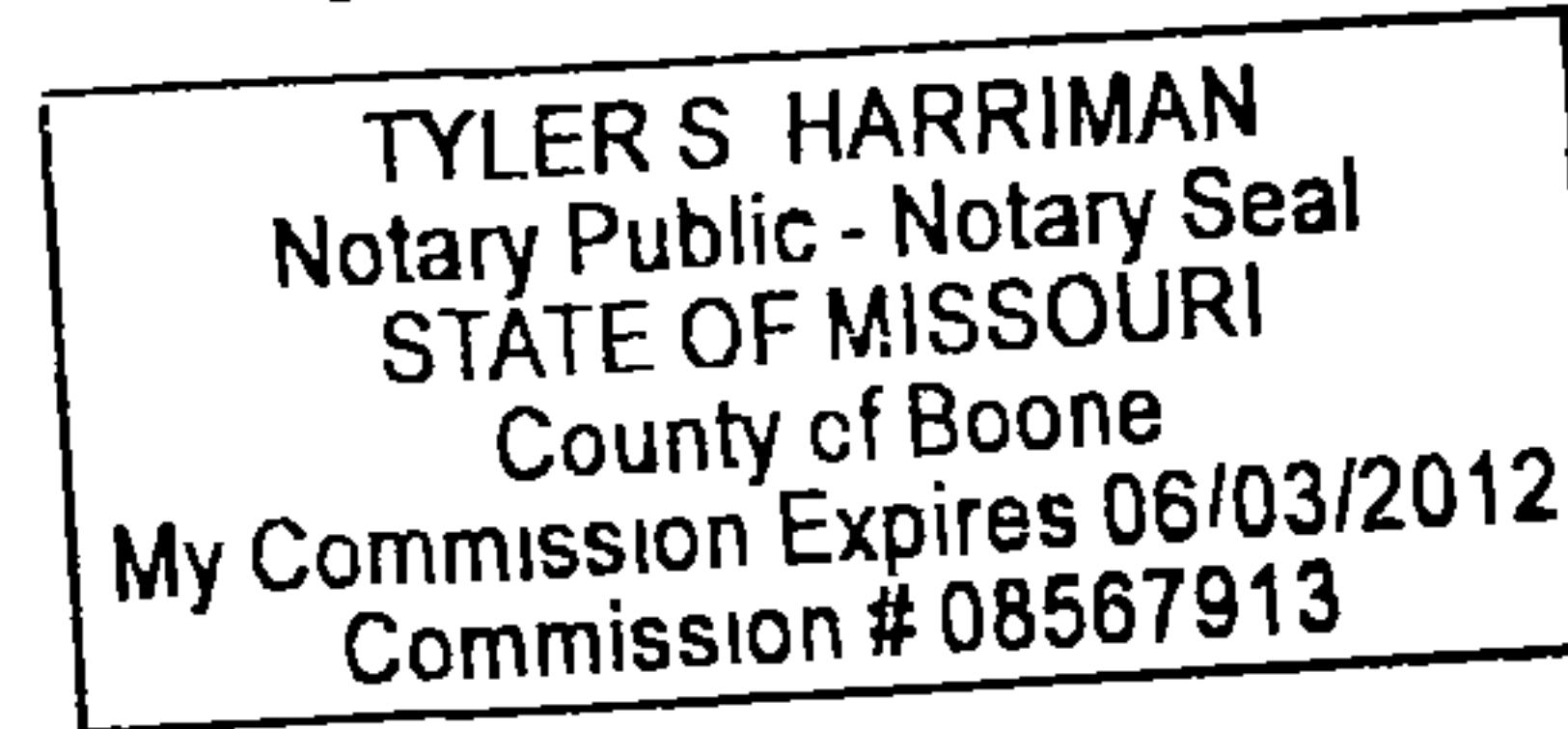
On this 6th day of January, 2012, before me appeared MICHAEL D. TOMPKINS, to me personally known, who, being by me duly sworn, did say that he is the President of TOMPKINS HOMES AND DEVELOPMENT, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation 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:

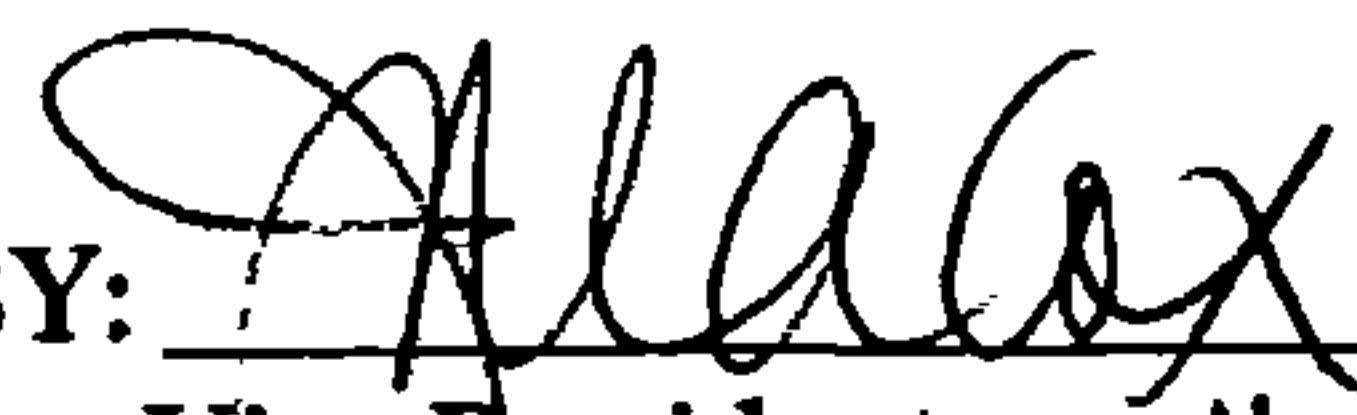


MORTGAGEE'S SUBORDINATION AGREEMENT

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 Roadway and Utility Easement.

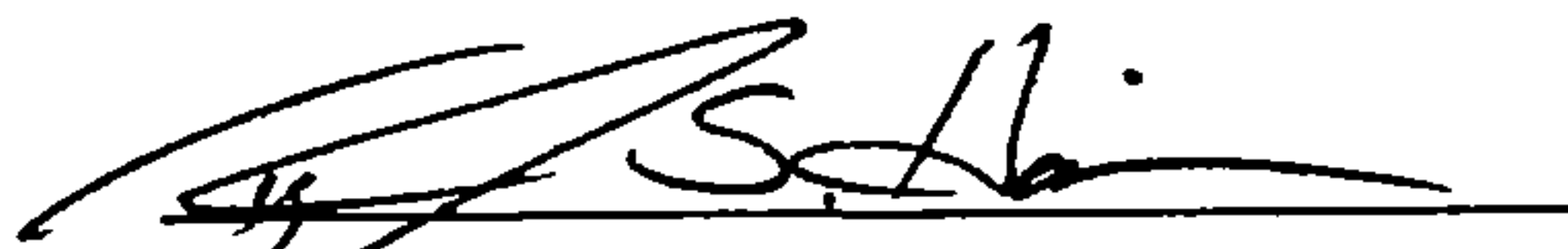
Dated this 6th day of January, 2012.

BOONE COUNTY NATIONAL BANK, a corporation

BY: 

Vice-President Jill A. COX

ATTEST:




Secretary Tyler S. Harriman

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