



Recorded In Boone County, Missouri

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Instrument #. 2011010238 Book 3807 Page 86

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
(West)

THIS EASEMENT, made and entered into this 6 day of June, 2011, 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 A," to-wit:

Tract 1-C of the Administrative Survey recorded in Book 3783, Page 95, Deed Records of Boone County, Missouri, containing 10.00 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.

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

Tract 1-B of the Administrative Survey recorded in Book 3783, Page 95, Deed Records of Boone County, Missouri, containing 11.96 acres, 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.

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

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

(description continued on next page)

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

A tract of land located in the West Half of the Northwest Quarter of Section 16, all of Township 47 North, Range 11 West, Boone County, Missouri and being described by the Warranty Deed recorded in Book 3764, Page 42 and being part of Tract 4 of the survey recorded in Book 3778, Page 137 and being more particularly described as follows:

Beginning at the southeast corner of said survey recorded in Book 3760, Page 172, and with the south line thereof, S89°39'25"W, 896.34 feet; thence leaving said south line, N0°20'55"E, 1080.41 feet; thence N90°00'00"E, 61.71 feet; thence N38°19'00"E, 544.65 feet; thence N0°00'00"E, 59.80 feet; thence S89°27'50"E, 534.56 feet to the east line of said survey; thence with said east line, S1°37'30"W, 1557.78 feet to the point of beginning and containing 30.00 acres.

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 A, Tract B, Tract C and Tract D;

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:

Two (2) tracts of land located in the Northeast Quarter of Section 17, Township 47 North, Range 11 West, Boone County, Missouri and being part of the land described by the Warranty Deed recorded in Book 3256, Page 116 and being part of Tracts 1-B and 1-C of the Survey recorded in Book 3783, Page 95 and being more particularly described as follows:

TRACT 1

A triangular tract of land located at the southwest corner of said Tract 1-C. Beginning at the southwest corner of said tract and with the west line thereof, N2°04'05"E, 129.23 feet; thence leaving said west line, S40°29'15"E, 206.83 feet to the south line of said tract; thence with said south line N78°32'35"W, 141.77 feet to the point of beginning and containing 9,037 square feet.

TRACT 2

A strip of land being the North 20 feet of said Tract 1-B and being more particularly described as follows:

Being at the northwest corner of said Tract 1-B and with the north line thereof, said strip being 20.00 feet wide and lying right of and adjacent to the following described line, S78°32'35"E, 741.18 feet to the end of this described line.

for the use and benefit of the present and future owners of the above described Tract A, Tract B, Tract C and Tract D 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 A, Tract B, Tract C and Tract D.

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, 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.

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 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 A, Tract B, Tract C and Tract D, 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 HOMES AND DEVELOPMENT,
INC., a Missouri corporation

(no seal)

BY: 
MICHAEL D. TOMPKINS, President

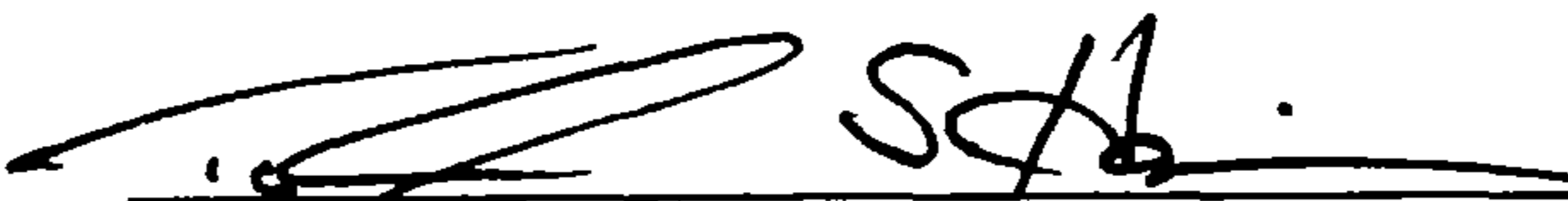
ATTEST:


MICHAEL D. TOMPKINS, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 6th day of June, 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:

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

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 3757, Page 150, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Roadway and Utility Easement.

Dated this ____ day of June, 2011.

BOONE COUNTY NATIONAL BANK, a corporation

BY: Stan Gerling
Vice-President
Stan Gerling


ATTEST:

S. Harriman
Secretary
Tyler S. Harriman

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 6th day of June, 2011, before me appeared Stan Gerling, 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:

