

LAKE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that LARRY W. BENTON and CECILIA A. BENTON, hereinafter called "GRANTORS", 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, do hereby grant to SHALIMAR GARDENS HOMEOWNERS' ASSOCIATION, a Missouri not-for-profit corporation, hereinafter called "ASSOCIATION" (Association's address: 5175 Highway 763 North, Columbia, MO 65202), an exclusive, perpetual lake easement over and across the following described real estate situated in Boone County, Missouri, to-wit:

- a) A tract of land located in the Northeast 1/4 of Section 25, Township 49 North, Range 13 West, Boone County, Missouri, being part of Lot 33, Shalimar Gardens Block I, as recorded in Plat Book 11, Page 126, Records of Boone County, and being more particularly described as follows:

Beginning at the northernmost corner of said Lot 33; thence S21°43'30"W, 126.37 feet; thence S11°27'10"E, 105.00 feet; thence S56°51'15"E, 52.57 feet; thence N63°02'25"E, 73.13 feet; thence S44°13'05"E, 15.00 feet; thence S24°45'05"W, 100.00 feet to the southwest line of said Lot 33; thence with the lines of Lot 33 with the following bearings and distances: N44°29'00"W, 132.00 feet; thence N11°27'10"W, 173.60 feet; thence N54°42'55"E, 92.00 feet to the point of beginning and containing 0.24 acres.

- b) A tract of land located in the Northeast 1/4 of Section 25, Township 49 North, Range 13 West, Boone County, Missouri, being part of Tract A2 of the Survey recorded in Book 396, Page 374, Records of Boone County, and being part of Lots 94, 95, 96, 97, and 98, Shalimar Gardens, Block IV, and being more particularly described as follows:

Beginning at the westernmost corner of Lot 33, Shalimar Gardens Block I; thence S34°38'20"W, 129.71 feet; thence S5°25'00"E, 103.08 feet; thence S17°25'00"W, 95.00 feet; thence N72°35'00"W, 25.00 feet; thence N17°25'00"E, 95.00 feet; thence N7°55'45"W, 105.12 feet; thence N38°11'50"E, 61.88 feet; thence N2°50'30"E, 45.21 feet; thence N34°38'20"E, 50.00 feet; thence N81°38'05"E, 30.00 feet; thence S49°24'35"E, 37.21 feet; thence S54°42'55"W, 30.02 feet to the point of beginning and containing 0.26 acres.

- c) A tract of land located in the Northeast 1/4 of Section 25, Township 49 North, Range 13 West, Boone County, Missouri, being part of Tract A2 of the Survey recorded in Book 396, Page 374, Records of Boone County, and being more particularly described as follows:

Beginning at the southeast corner of Lot 98, Shalimar Gardens Block IV; thence S30°48'35"W, 215.87 feet; thence N72°35'00"W, 38.01 feet; thence N29°46'35"E, 107.49 feet; thence N38°16'15"E, 112.36 feet to the south line of Lot 98; thence with said south line, S72°35'00"E, 25.00 feet to the point of beginning and containing 0.17 acres.

with the right to maintain lake water on the easement area and to use the easement area for other customary lake purposes, with the right to inspect, survey, excavate, repair and maintain the easement area, with the right of the ASSOCIATION and its members and permittees to use the portion of the easement area inundated with water for recreational purposes and other purposes subject to the rules, regulations and restrictions imposed by the ASSOCIATION, and with the ASSOCIATION to have the exclusive jurisdiction and control of the easement area.

The parties hereby covenant and agree as follows in regard to the foregoing lake easement, to-wit:

1. That the ASSOCIATION shall have the exclusive jurisdiction and control of the easement area and GRANTORS and the successors and assigns of GRANTORS shall have no right to use the easement area except as permitted by the ASSOCIATION and subject to such rules, regulations and restrictions imposed by the ASSOCIATION.

2. That the ASSOCIATION may permit the owner of the fee title to the underlying ground where the easement is located to use that part of the easement area not covered with water for recreational purposes and other purposes but notwithstanding any other provisions contained herein the ASSOCIATION shall not have the right to permit any other person to use said portion of the easement area not covered with water except as required in connection with the inspection, surveying, excavating, repairing and maintaining of the easement area.

3. That GRANTORS and their successors and assigns shall keep the grass, weeds and vegetation in that part of the easement area not covered with water neatly mowed.

4. That GRANTORS and their successors and assigns shall not install or place any boat, watercraft or boat dock in the

easement area without the prior written consent of the ASSOCIATION.

5. That GRANTORS and their successors and assigns shall not install or place any structure, building, fencing, landscaping or other material in the easement area without the prior written consent of the ASSOCIATION.

6. That GRANTORS and their successors and assigns shall not permit any of their water fowl, animals or reptiles to enter upon the easement area without the prior written consent of the ASSOCIATION.

7. That GRANTORS and their successors and assigns shall not permit any sewage or waste to be discharged into the easement area.

8. That GRANTORS and their successors and assigns shall take all reasonable steps necessary to prevent soil from eroding onto the easement area.

9. The easements, rights and covenants contained herein shall run with the land and shall be binding upon GRANTORS and their successors in title to the underlying fee title to the ground where the easement is located.

TO HAVE AND TO HOLD said easement and rights unto ASSOCIATION and its successors and assigns forever.

IN WITNESS WHEREOF, the parties have hereunto executed this easement this 9th day of June, 1998.

GRANTORS:

[Signature]
LARRY W. BENTON

[Signature]
CECILIA A. BENTON

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

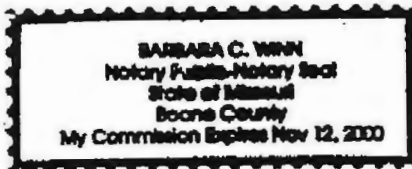
On this 9th day of JUNE, 1998, before me personally appeared LARRY W. BENTON and CECILIA A. BENTON, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Barbara C. Winn
Notary Public

My commission expires:

11/12/2000



STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 15711

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 12th day of June, 1998 at 4 o'clock and 47:04 minutes PM and is truly recorded in Book 1423 Page 731.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by Linda Schaper deputy



State of Missouri }
County of Boone } Sct.

This is to certify the foregoing is a true and exact copy
of a document recorded in Book 1423 on Page 63
of the aforesaid County and State.

Witness my hand and Official Seal this 9th day
of August, 20 19.

Nora Dietzel, Recorder of Deeds

By Sharon Johnson, Deputy
Karen Johnson