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DRIVEWAY EASEMENT AGREEMENT

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made by and between MIDWEST MOTOR INNS, INC. ("MMI") and L.C. ENTERPRISES, INC. AND MIA FINANCIAL CORP. JOINT VENTURE NO. 1 ("LC/MIA").

RECITALS

A. LC/MIA is the owner of certain real property located in Omaha, Douglas County, Nebraska that is legally described in Exhibit A hereto (the "Driveway Tract").

B. MMI is the owner of certain real property located adjacent to the Driveway Tract which is legally described in Exhibit B hereto (the "MMI Tract").

C. The Driveway Tract has been improved as a driveway with curbs and gutters, curb cuts and islands (the "Driveway"), all as more fully depicted in Exhibit C hereto, that provides access from Dodge Street to certain properties other than the MMI Tract pursuant to the terms of the instruments filed in the land records for Douglas County, Nebraska in Book 612 at Page 52, Miscellaneous Records, and Book 1579 at Page 513, Deed Records (the "Prior Grants").

D. MMI desires access to the MMI Tract to and from Dodge Street over the Driveway Tract and LC/MIA is willing to grant such access, subject to the Prior Grants.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties hereto, the parties hereto agree as follows:

1. LC/MIA does hereby grant, bargain, sell and convey to MMI its successors and assigns, for use by MMI, its successors and assigns and their respective lessees and invitees and for the benefit of and as an easement appurtenant to the MMI Tract in order to provide access for the MMI Tract to and from Dodge Street, an easement for the perpetual non-exclusive right of ingress and egress over and across the Driveway Tract, subject, however, to the Prior Grants.

2. The parties acknowledge and agree that they are familiar with the present location and layout of the curbs, gutters and paving that define and comprise the Driveway that has been constructed on the Driveway Tract and that the drawing attached hereto as Exhibit C generally depicts the same. LC/MIA hereby agrees that the layout and location of the curbs, guttering and paving, including, without limitation, the curb cuts therein which

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permit ingress and egress to and from the MMI Tract, shall not be added to, removed or otherwise altered or modified in any manner that impairs access of the MMI Tract, or any exit or entrance therefrom or thereto, to or from Dodge Street without the prior written consent of the then owner(s) of the MMI Tract. Nothing herein shall be construed as precluding relocation of the present curbs or entrances that define the west line of the Driveway and provide access for the property adjoining the Driveway Tract to the west to and from the Driveway Tract.

3. The owner of the MMI Tract shall pay one-third (1/3) of the costs (the "Driveway Costs") incurred by LC/MIA each calendar year from and after the date hereof for the taxes and insurance on the Driveway Tract, for any maintenance, repairs or improvements to the Driveway undertaken by LC/MIA (other than as is required due to construction on LC/MIA's property adjoining the Driveway Tract to the west) and for administering this Agreement and matters related to the Driveway (which administration cost shall be equal to twenty percent (20%) of the costs for taxes, insurance and maintenance). Within one hundred eighty (180) days after the end of each such calendar year, LC/MIA shall furnish to the then owner of the MMI Tract a statement setting forth the portion of the Driveway Costs payable by the owner of the MMI Tract and attaching copies of all invoices taken into consideration in determining such amount. The owner of the MMI Tract shall pay the amount due to LC/MIA within thirty (30) days after receipt of such statement. If no statement is rendered by LC/MIA within the aforesaid one hundred eighty (180) day period, it shall conclusively be deemed that no amount is due from the owner of the MMI Tract for the previous calendar year. All amounts due and unpaid under this Agreement shall bear interest at the rate of fourteen per cent (14%) per annum from and after the date the same was due and payable. The owner of the MMI Tract shall be named as an additional insured on all policies of insurance maintained by LC/MIA on the Driveway Tract for which a portion of the cost is charged to the owner of the MMI Tract hereunder.

4. In the event of a breach of the obligations of this Agreement and upon failure of the breaching party to cure such breach within the time herein provided, if any, the non-breaching party shall be entitled to full and adequate relief by injunction prohibiting use of the Driveway until such default is cured and/or suit for monetary damages; however, the parties hereto agree that in no event shall this Agreement be terminated by reason of the breach by any party of the obligations of this Agreement. If any suit is instituted arising out of a breach of this Agreement, the prevailing party shall be entitled to recover all the expenses of such litigation, including attorneys' fees, to maximum extent permitted by law.

5. In addition to any other remedy available to LC/MIA hereunder in the event of the non-payment of any amount due under paragraph 3 hereof, the non-breaching party shall have a right to claim a lien on the MMI Tract. Such lien shall be asserted by LC/MIA filing a statement thereof, together with a legal description of the MMI Tract under oath with the Register of Deeds of Douglas County, Nebraska. Such lien, irrespective of the time at which it is filed, shall be junior and inferior to any existing first mortgage on the MMI Tract. In the event that title to the MMI Tract is acquired by any mortgagee holding a first mortgage (either through foreclosure, or a deed given in lieu of foreclosure), the lien created by this Agreement shall not be enforceable against such mortgagee or the property acquired by it and the liability of such mortgagee so acquiring title to the MMI Tract, or any part thereof, shall be limited to any charges due under this Agreement accruing from and after date title is so acquired by such mortgagee. LC/MIA and MMI shall execute any documents required to effect the limitations herein set forth.

6. Upon request by the holder or proposed holder of any mortgage or deed of trust ("Mortgagee") covering all or any part of the MMI Tract, LC/MIA agrees to execute and deliver a statement concerning the status of this Agreement and compliance by the owner of the MMI Tract herewith and an agreement in form satisfactory to such Mortgagee by the terms of which LC/MIA agrees to give such Mortgagee notice of any default hereunder, and allows such Mortgagee a reasonable length of time after such notice to correct such default.

7. Any notice, demand or request required or permitted under this Agreement shall be in writing and shall either be delivered in person to the proper party or mailed, postage prepaid, by registered or certified mail with return receipt requested, to the proper party at the addresses set forth below or at such other address as is specified by written notice given to all parties in accordance with the terms of this paragraph:

To the owner of the Driveway Tract:
 Mr. Gregory A. Mahloch
 First Commercial Realty
 Suite 202
 10802 Farnam Drive
 Omaha, Nebraska 68154

To the owner of the MMI Tract:
 Midwest Motor Inns, Inc.
 7000 W. 108th Street
 Overland Park, Kansas 66211
 Attn: President

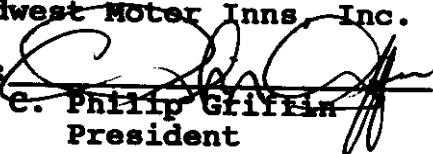
8. This Agreement may, at any time, be modified, amended or terminated only by an instrument duly executed and acknowledged by the then owners of the Driveway Tract and the MMI Tract (and

consented to by the holders of any mortgage or deed of trust encumbering such tracts) and filed in the Office of the Register of Deeds for Douglas County, Nebraska.

9. Any person or entity owning any portion of the Driveway Tract and/or MMI Tract (a "Tract") shall be bound by this Agreement and be deemed to have agreed to perform and do any and all things this Agreement requires the owner thereof do and perform but only as to the Tract acquired by such person or entity. In addition, such person or entity shall be bound by this Agreement only during the period such person or entity owns such Tract, and to the obligations, liabilities or responsibilities that accrue during said period. Although persons and entities shall be released in accordance with the prior provisions of this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said Tracts running with the land.

IN WITNESS WHEREOF, the parties have executed this Driveway Basement Agreement effective as of the last date set forth below.


Midwest Motor Inns, Inc.

By: 
C. Phillip Griffin
President

Date: 2-18-94

L.C. Enterprises, Inc. and
MIA Financial Corp. Joint
Venture No. 1

By: L.C. Enterprises, Inc.
its authorized joint
venturer

By: 
Gregory A. Mahloch
President

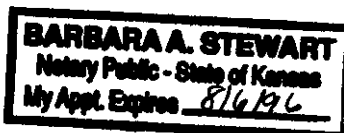
Date: Feb 25-94

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On this 18th day of February, 1994, before me personally appeared C. Philip Griffin, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as President of Midwest Motor Inns, Inc.

Barbara A Stewart
Notary Public

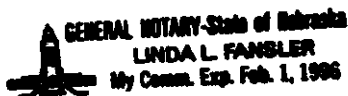
My Commission Expires:
2/6/96



STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 25th day of February, 1994, before me personally appeared Gregory A. Mahloch, to me known, who, being by me duly sworn, did say that he is the President of L.C. Enterprises, Inc., a Nebraska corporation and a joint venturer of L.C. Enterprises, Inc. and MIA Financial Corp. Joint Venture No. 1, the joint venture that executed the within instrument, and that said instrument was signed in behalf of said corporation in behalf of said joint venture, by authority of its Board of Directors, and said Gregory A. Mahloch acknowledged said instrument to be the free act and deed of said corporation and joint venture for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Linda L. Fansler
Notary Public

Linda L. Fansler
Printed Name

My Commission Expires:
2/25/1996

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, THENCE NORTH (ASSUMED BEARING) ALONG THE CENTER LINE OF 69TH STREET, 55.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 52 SECONDS WEST 365.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 52 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF DODGE STREET, 49.41 FEET; THENCE NORTH 295.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, 49.41 FEET; THENCE SOUTH 295.00 FEET TO THE POINT OF BEGINNING, DOUGLAS COUNTY, NEBRASKA.

Exhibit A

That part of the Northwest Quarter of the Northwest Quarter of Section 24, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at a point on the North line of Dodge Street, 908.41 feet East of the Northeast corner of 72nd and Dodge Street (said point being 50 feet North and 948.41 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 24, Township 15 North, Range 12 East); thence East along the North line of Dodge Street, 198 feet; thence North along a line parallel to the West line of 69th Street, 300 feet; thence West along a line parallel to the North line of Dodge Street, 198 feet; thence South along a line parallel to the West line of 69th Street, 300 feet to the Point of Beginning, except that part taken for street, as described in the Plat and Dedication for Street Widening, filed July 20, 1977 in Book 584 at Page 51, Miscellaneous Records.

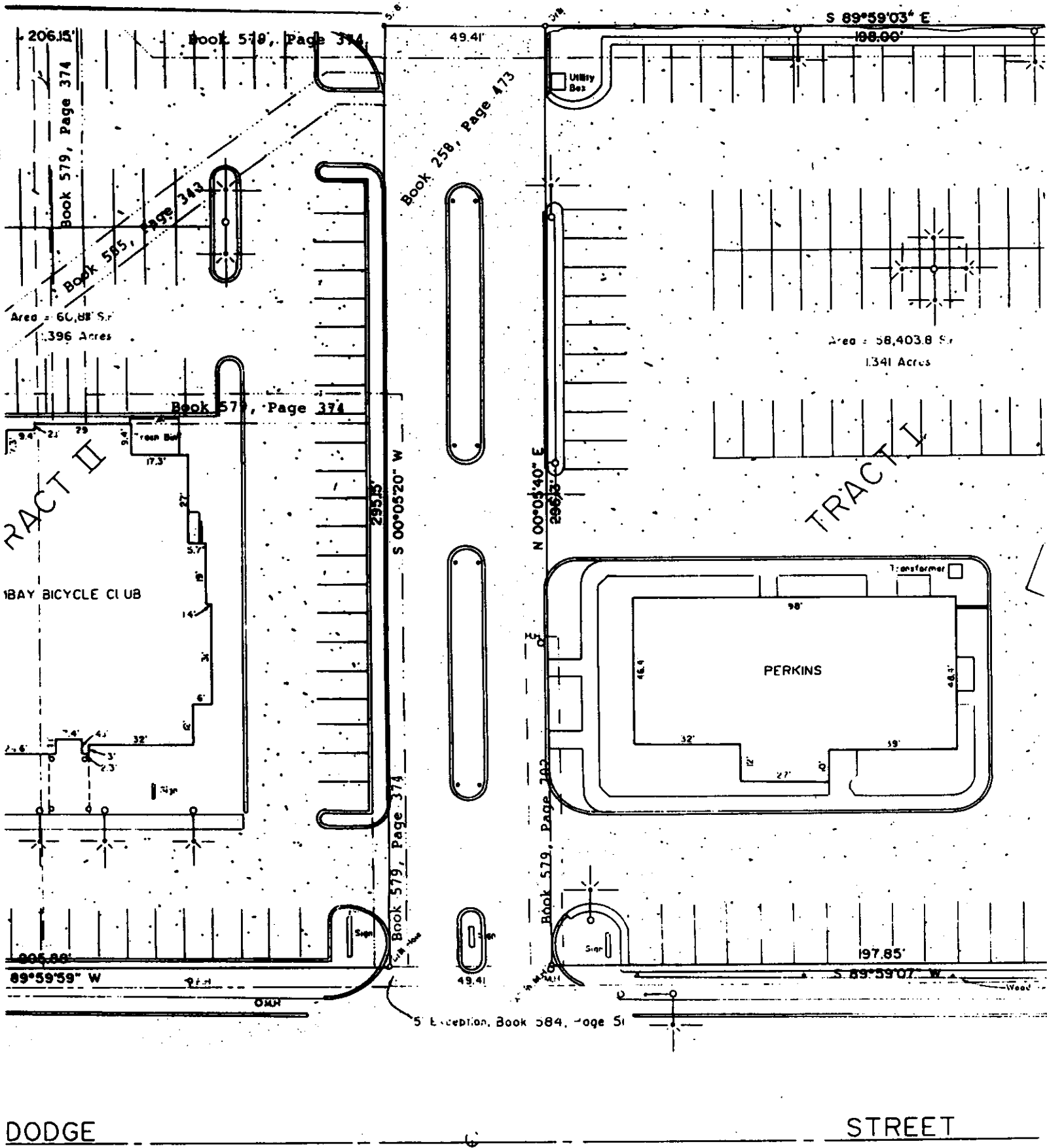


Exhibit C