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JOHN SCIORINO
RECORDER

EASEMENT AGREEMENT

Dated November 1, 1996

Between
Wise Motels, Inc., an Iowa corporation
and
Antique City Amoco, Inc., an Iowa corporation

This instrument was drafted by Sarah Mearns, Real Estate Legal Department,
McDonald's Corporation, One McDonald Plaza, Oak Brook, Illinois 60521
(630) 623-3026

Return to:

First American Title Insurance Company
1150 Metropolitan Centre
333 South 7th Street
Minneapolis, MN 55402-2421

97-34947

Walnut, Iowa
180 & M47
LAC: 014-0165

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated November 1, 1996, is between Wise Motels, Inc., an Iowa corporation ("Wise") and Antique City Amoco, Inc., an Iowa corporation ("Amoco"). The following statements are a material part of this agreement:

- A. Wise is the owner of the Parcels 1 and 2 legally described in Exhibit A, attached.
- B. Amoco is the owner of Parcel 3 legally described in Exhibit B, attached.
- C. Wise wishes to grant, and Amoco wishes to receive certain easements over, under and across Parcels 1 and 2 legally described in Exhibit A.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

ACCESS EASEMENT

Wise grants and conveys to Amoco a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 3, appurtenant to Parcel 3, over, upon and across Parcel 1 legally described in Exhibit A, attached.

Wise and Amoco, and any other party subsequently granted the right to use Parcel 1 by the Wise or Wise's heirs, successors or assigns, shall share equally the reasonable cost of maintaining, repairing and renewing the surface of the easement area. Wise shall be responsible for supervising the maintenance and repair of the easement area. If Wise fails to meet these responsibilities, Amoco may maintain and repair the easement area and bill Wise and all other users for its costs. If Amoco is not reimbursed within thirty (30) days from the date of billing for its costs, Amoco, at its discretion, shall have a lien for unpaid costs placed upon the title to Parcel 1 by the Amoco recording a lien claim and notice.

SANITARY SEWER EASEMENT

Wise grants to Amoco a perpetual, non-exclusive easement, appurtenant to Parcel 3, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a sanitary sewer line, septic system and related facilities, over, above, along, under, in and across Parcel 2 described in Exhibit A, attached. The easement area shall include the septic system, if any.

Wise also grants an irrevocable license, coupled with the easement, to use the sanitary sewer line, septic system and all related facilities located in the easement area. No additional charge or fee of any type shall be charged for this license.

2. USE OF EASEMENT AREAS

Amoco will have the right of ingress and egress across Parcels 1 and 2 for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Amoco's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of Amoco, which approval shall not be unreasonably withheld. However, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

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COMPANIES

3. WARRANTIES OF TITLE

Wise warrants that Wise has good and indefeasible fee simple title to the easement premises; that Wise has the full right and lawful authority to grant these easements; that Wise will defend and indemnify Amoco against all lawful claims, and that Amoco shall and may peaceably have, hold and enjoy the easements.

4. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, subtenants, employees and personal representatives of the parties.

5. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

6. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Amoco is carried out.

7. NOTICE

Wise's address for notices shall be

Wise Motels, Inc.
PO Box 8
ATLANTA, GA
30302

and Amoco's address is

Antique City Amoco, Inc.
PO Box 318
305 Corn Street
Irwin, Iowa 51577

Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Wise and Amoco, or their authorized representatives or officers, have signed this document.

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CONFIDENTIAL

WISE MOTELS, INC.

By: [Signature]
Kelly L. Wibe, President

By: [Signature]
Norma K. Wise, Secretary

ANTIQUE CITY AMOCO, INC.

By: [Signature]
President

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B)

Exhibit A: legal description of Eastmont Parcel's.
Exhibit B: legal description of Amoco's property

Prepared by Amy Kurland
and Return to: Sarah McNamee
Real Estate Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

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CONTINUED

Legal Description of Easement Parcel

Parcel 1-Access Easement

A Tract Of Land Located In The Southwest Quarter Of The Northeast Quarter Of Section 4, Township 77 North, Range 38 West Of The 5th P.M., Pottawattamie County, Iowa, Described As Follows:

Commencing At The Center Of Sec 4-77-38; Thence N0 00'00"E Along The West Line Of The SW1/4-NE1/4 Of Sec 4-77-38 A Distance Of 650.00 Feet; Thence N90 00'00"E A Distance Of 75.00 Feet; Thence Continuing N90 00'00"E A Distance Of 200.00 Feet; Thence S0 00'00"W A Distance Of 50.11 Feet To The Point Of Beginning; Thence S72 07'E A Distance Of 69.35 Feet; Thence S0 00'00"E A Distance Of 33.10 Feet; Thence S90 00'00"W A Distance Of 65.00 Feet; Thence N0 00'00"E A Distance Of 56.39 Feet To The Point Of Beginning, Containing 0.07 Acres And Subject To Any Or All Easements Of Record,

Parcel 2-Sanitary Sewer Easement

A Tract Of Land Located In The Southwest Quarter Of The Northeast Quarter Of Section 4, Township 77 North, Range 38 West Of The 5th P.M., Pottawattamie County, Iowa, Described As Follows:

A Strip Of Land 10.0 Feet In Width Along The Centerline Of An Existing Sanitary Service Line Running North From The North Line Of The Property Legally Described On Exhibit B Attached, To A Sanitary Manhole Located On The East Side Of The Villager Restaurant; Thence Running Northerly To A Sanitary Manhole South Of The Existing Lagoon Which Is Connected To The City Of Walnut's Sewer Main As Of September 1996.

Exhibit A

97-34951

COMPARED

AMOS Property

A Tract Of Land Located In The Southwest Quarter Of The Northeast Quarter Of Section 4, Township 77 North, Range 38 West Of The 5th P.M., Pottawattamie County, Iowa. Described As Follows:

Commencing At The Center Of The Section 4-77-38: Thence N0 00'00" E Along The West Line Of The NE1/4 Of Section 4-77-38 A Distance Of 650.00 Feet; Thence N90 00'00" E A Distance Of 75.00 Feet To The Point Of The Beginning; Thence Continuing N90 00'00" E A Distance Of 200.00 Feet; Thence S0 00'00" W A Distance Of 106.50 Feet; Thence N90 0'00" E A Distance Of 66.00 Feet; Thence S0 00'00" W A Distance Of 283.33 Feet To The Northerly Right Of Way Line Of Interstate Highway No 80; Thence N62 21'30" W Along Said Highway Right Of Way Line A Distance Of 232.92 Feet; Thence N34 45'30" W A Distance Of 104.65 Feet; Thence N0 00'00" E A Distance Of 195.82 Feet To The Point Of Beginning. The Above Described Parcel Contains 1.76 Acres.

Exhibit B

87-34952

Continued

STATE OF IOWA)
) SS.
COUNTY OF Shelby)

On this 5th day of November, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared KELLY L. WISE and Norma K. WISE, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively of Wise Motels, Inc., that said instrument was signed on behalf of said corporation by authority of the Board of Directors; and that the aid Kelly L. Wise and Norma K. Wise, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Jeanna Rasmussen
Notary Public

My commission expires:



STATE OF IOWA)
) SS.
COUNTY OF Shelby)

On this 5th day of November, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Ken E. Richards to me personally known, who being by me duly sworn, did say that he is the President of said Antique City Amoco, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ken E. Richards as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Jeanna Rasmussen
Notary Public

My commission expires:



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