

EASEMENT

In consideration of the sum of One Dollar
(\$1.00), and other valuable consideration, the undersigned
Sinclair Oil Corporation (formerly Sinclair Marketing, Inc.)
owner(s) of the real
estate hereinafter described, its successors and assigns (hereinafter called "Grantor") hereby grant and
convey to The City of La Vista, Sarpy County, Nebraska, a Nebraska municipal corporation
its successors and assigns (hereinafter called "Grantee") the following easements over, under and
upon the following described real estate owned by Grantor:

That part of Lot 1354, LaVista, a subdivision as surveyed, platted and recorded in Sarpy
County, Nebraska, described as follows: Beginning at the SE corner of said Lot 1354;
thence Northeasterly on the East line of said Lot 1354 on a 675.56 foot radius curve to the
right, chord bearing N12°43'17"E, chord distance 76.84 feet, an arc distance of 76.88 feet;
thence N89°50'31"W 40.00 feet on a line 75.00 feet North of and parallel to the South line
of said Lot 1354; thence S00°09'29"W 75.00 feet to the South line of said Lot 1354; thence
S89°50'31"E 23.29 feet on the South line of said Lot 1354 to the point of beginning.

Such easement is perpetual in duration and non-exclusive, commencing on the date hereof. The purpose
and scope of the non-exclusive easement herein granted shall be for the purpose of construction,
installation, maintenance and operation of a water well, including lines, pipes and appurtenances thereto and
other golf course related purposes.

In regard to said easement, it is expressly agreed:

1. The Grantee, its engineers, contractors and agents, shall have the full right and authority
of ingress and egress at all times upon the easement in order to perform any of the acts and functions
described within the purposes and scope of this Easement.
2. Grantor agrees not to allow any buildings or structures to interfere with the Grantee's use
of said easement.
3. Grantor hereby covenants that it has lawful possession of said real estate, good, right and
lawful authority to make the conveyance herein and that Grantor and its successors and assigns shall
warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims
of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this
conveyance.
4. The covenants of the Grantor herein contained shall constitute independent covenants
running with the land and shall be binding upon Grantor, its successors and assigns, and shall inure to the
benefit of Grantee, its successors and assigns.

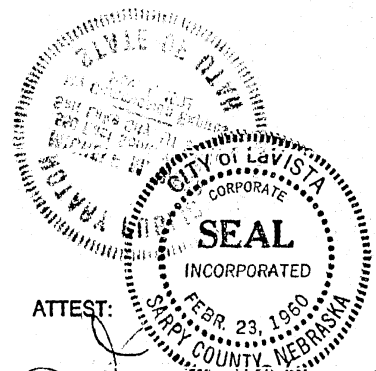
IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of
this agreement this 26 day of OCTOBER, 1990.

GRANTOR - SINCLAIR OIL CORPORATION
(formerly SINCLAIR MARKETING, INC.)

BY: [Signature]
Its VICE-PRESIDENT

GRANTEE
CITY OF LA VISTA

BY: [Signature]
Its Mayor



ATTEST:
[Signature]
City Clerk

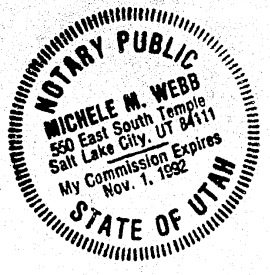
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REGISTER OF DEEDS

STATE OF UTAH }
COUNTY OF SALT LAKE } ss
}

The foregoing instrument was acknowledged before me this 29th day of OCTOBER, 1990, by R. R. Cowan, of SINCLAIR OIL CORPORATION, a corporation, on behalf of the corporation.



Michele M. Webb
Notary Public

STATE OF }
COUNTY OF } ss
}

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a corporation, on behalf of the corporation.

Notary Public

*Fitzgerald Law Office
1000 Woodmen Tower
Omaha, Ne. 68102
attn: Robert Seffring*

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