

ACCESS EASEMENT

VISION EASE CONTACT LENS COMPANY, Grantor, whether one or more, does hereby create, establish and grant to STEVEN MIERS, Grantee, whether one or more, for their mutual benefit and the benefit of their successors and assigns, tenants, visitors, invitees, licensees, permittees, and the public, a permanent easement in, over and through the real property legally described as:

7.5 feet by 160 feet North of the South property line of:

Lot 198, Irregular Tract, in the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Ten (10) North, Range Six (6) East of the 6th P.M., Lancaster County, Nebraska.

said described property hereinafter called "the easement premises", permitting the full and free use of the easement premises for the purpose of ingress and egress from 27th Street to and from the real property owned by the Grantee and described as:

Lot 190, Irregular Tract, in the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Ten (10) North, Range Six (6) East of the 6th P.M., Lancaster County, Nebraska.

This easement is granted in consideration of the granting of an easement from the Grantee to the Grantor of a mutual access easement, said easement bearing the same date as this easement.

This easement shall be subject to the following terms and conditions:

- (1) Responsibility for the cost, maintenance, or repair of the easement premises shall rest with the Grantor and no responsibility thereof shall accrue to the Grantee by reason of the Grantee's benefits from this easement. The services to be provided by the Grantor shall include, but not be limited to, snow removal and road repair.
- (2) This easement shall be permanent and shall be appertenant to and run with the Grantee's above described real property.
- (3) Subject to the prior written consent of the Grantee, which shall not be unreasonably withheld, the Grantor shall have the right to place along, across, on and over the easement premises any improvements as they may desire; provided, however, that such improvements do not materially interfere with the rights of access granted pursuant to the terms and conditions of this agreement. The Grantor shall further have the right to the full use and enjoyment of the easement premises except for such use as may unreasonably interfere with the exercise of the easement rights granted herein.
- (4) The sole rights granted herein are the rights to use the easement premises for the purpose of gaining access from 27th Street in a reasonable manner, and the Grantee shall be liable to the Grantor for any damage due to the use of the easement premises by them or their employees, invitees, agents, successors, or assigns.
- (5) Grantee hereby recognizes on behalf of Grantee and his assigns and successors, that this easement is for the purpose of providing reasonable access to the Grantee's above described real property, and that additional access may be denied by the City of Lincoln.
- (6) This easement shall not be released, terminated, revoked, amended, or modified, in any manner, without the express written consent of the Transportation Department, Traffic Engineering Division, of the City of Lincoln. Any purported release, termination, revocation, amendment, or modification without such written consent shall be null and void and of no force or effect.
- (7) Grantor covenants that he is the owner of the easement premises and has legal right, title and capacity to grant the ingress and egress easement granted herein.

IN WITNESS WHEREOF this easement has been executed on this
25th day of February, 19 86.

Vision Eave Contracting Company
Grantor *B. Meyard V. P.*

[Signature]
Witness

Grantor

Grantee

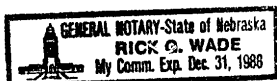
Witness

Grantee

17374
STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a Notary Public, qualified for said county, personally came
BERNIE MEGARD, Vice President of VISION EASE CONTACT LENS COMPANY, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal on this 25th day of February
19 86.



Rick C. Wade
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a Notary Public, qualified for said county, personally came
_____, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____,
19 _____.

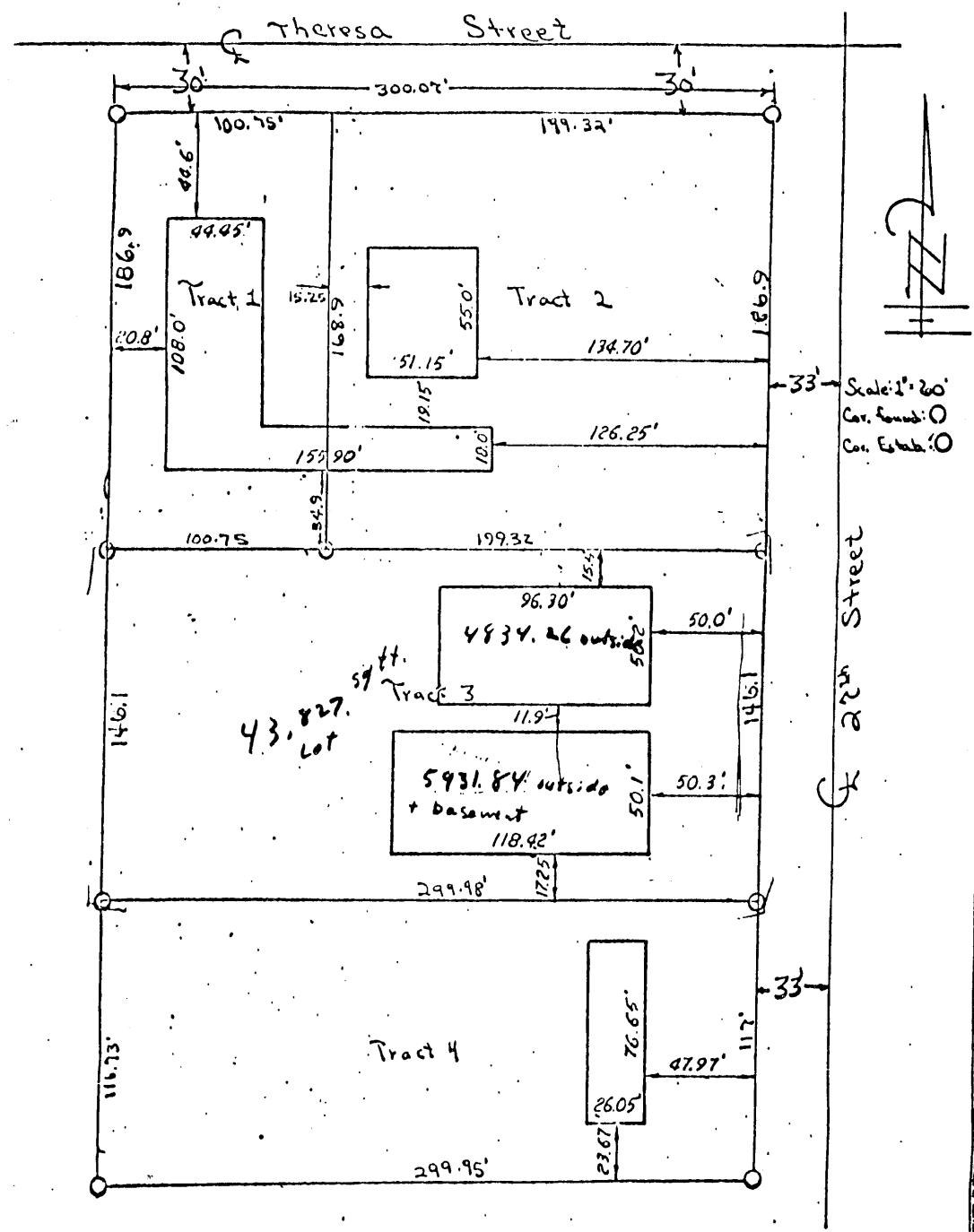
Notary Public

177,930
 96,680
 65,740
 340,350

Lancaster COUNTY, NEBRASKA
 BATES AND ASSOCIATES
 911 ADAMS - LINCOLN, NEBRASKA

PHONE 476-3724

Survey of Lot 76 Irregular Tract situated in the Northeast
 quarter (NE 1/4) Section 13 T 10 N, R 10 E of 36 P.M.



I, being a registered land surveyor in the State of Nebraska, hereby
 certify that I have carefully surveyed the said tract and that the
 plat of same is true and correct to the best of my knowledge.

Signed this 17 day of March 1976
 Name: J. Robert B. Bates

INDEXED
MICRO-FILED
GENERAL

6-747
BJS

LANCASTER COUNTY, N.H.

Don Jello

REGISTER OF DEEDS

1986 MAY -5 PM 2:10

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 86- 12372

#25.50

*Vision - Case Court 3/1/86
P.O. Box 80496 (51)*