

ACCESS EASEMENT

Steve Miers, Grantor, whether one or more, does hereby create, establish and grant to Vision-Ease Contact Lens Co., 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:

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

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.

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 27 Street to and from the real property owned by the Grantee and described as:

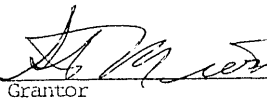
Lot 198, irregular tract, in Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13) Township Ten (10) North, Range Six (6) East of the 6th P.M., Lancaster County, Nebraska.

8
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:

- DM
4-9-86
- (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 _____ 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.

9th IN WITNESS WHEREOF this easement has been executed on this day of April, 1986.


Grantor

Witness

Grantor

Grantee

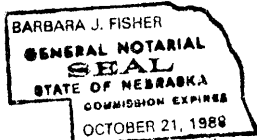
Witness

Grantee

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a Notary Public, qualified for said county, personally came Steve Miers, 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.

19 86. Witness my hand and notarial seal on this 9th day of April.



Barbara J. Fisher
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.

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

Notary Public

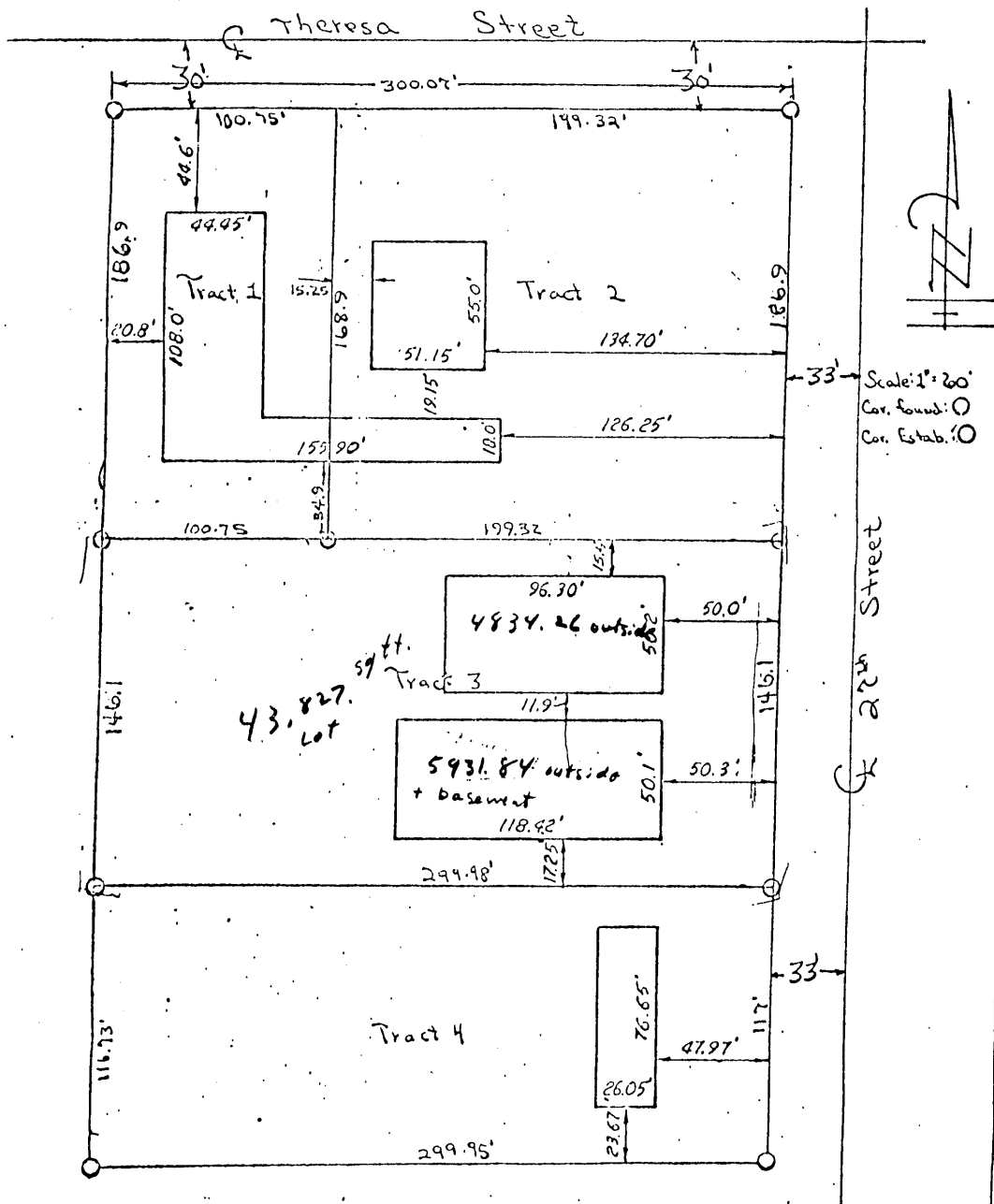
30 172,930
 220 96,650
 22x1.5 65,740
 340,350

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

REC'D AUG 26 1977

PHONE 476-3724

Survey of: Lot 76 Irregular Tract situated in the Northeast
 Quarter (NE 1/4) Section 13 T. 10. N. R. 6. E of 3rd 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 11 day of March 1976.

Name: Robert B. Bates

Surveyor's license No. L.S. 252

