

When recorded return to:  
 City of Omaha, Nebraska  
 Public Works Department  
 General Services Division  
 R-O-W Section  
 Tim Phelan- Real Estate Specialist

FOR OFFICE USE ONLY	
Federal Project #:	N/A
Project Name:	Omaha - Nicholas Street Sewer Extension Phase 3B
City Project #:	OPW 53753
Tract #:	16
Parcel Address:	2006 North 18 <sup>th</sup> Street, Omaha, Nebraska 68110

**PERMANENT SEWER EASEMENT CORPORATION**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT GRACE PLAZA PARTNERS, INC., a Nebraska Nonprofit Corporation, hereinafter known as "GRANTOR", (whether one or more) for and in consideration of the sum of ONE HUNDRED and NO/100 DOLLARS (\$100.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY of OMAHA, NEBRASKA, a Municipal Corporation, hereinafter known as "GRANTEE," and to its successors and assigns, a Permanent Sewer Easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED  
 SEE ATTACHED PERMANENT EASEMENT EXHIBIT**

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the GRANTEE. The GRANTOR may, following construction of said sewer continue to use the surface of the easement area conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement area by GRANTOR,

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his or their successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement area shall be maintained by GRANTOR, his heirs, successors or assigns.

- 2) It is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the premises described above.
- 3) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by GRANTEE.
- 4) That GRANTEE may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent sewer easement described above.
- 5) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 6) That GRANTEE shall cause any trench made on said easement area to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 7) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said GRANTEE and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent sewer easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 8) That said permanent sewer easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, gardens, lawns, and trees within the easement area as necessary for construction.
- 9) The GRANTEE reserves the absolute right to terminate this permanent sewer easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Permanent Easement Agreement.
- 10) That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Right of Way Offer and Acceptance Agreement, Temporary Easement, and/or Purchase Agreement, if applicable, between the

GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this

19<sup>th</sup> day of January, 2021

**CORPORATE ACKNOWLEDGMENT**

**GRACE PLAZA PARTNERS, INC.**

AUTHORIZED OFFICER:

AUTHORIZED OFFICER:

Leslie Coleman

\_\_\_\_\_

LESLIE COLEMAN, CEO

\_\_\_\_\_

(Printed Name and Title)

(Printed Name and Title)

(Corporate Seal)

STATE OF Iowa )  
 ) SS  
COUNTY OF Pottawattamie )

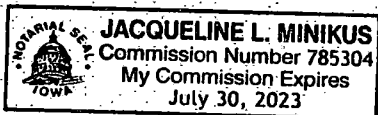
On this 19<sup>th</sup> day of January, 2021, before me, a Notary Public, in and for said County, personally came:

Leslie Coleman CEO  
(Name) (Title)

and \_\_\_\_\_  
(Name) (Title)

of **GRACE PLAZA PARTNERS, INC., a Nebraska Nonprofit Corporation**, to me personally known to be the respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)



Jacqueline L Minikus  
NOTARY PUBLIC

Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:

*[Signature]* 2/25/2021  
Elizabeth Butler  
City Clerk, City of Omaha

By *[Signature]* 2/25/2021  
Jean Stothert  
Mayor, City of Omaha

APPROVED AS TO FORM:

*[Signature]* 2/22/21  
ASSISTANT CITY ATTORNEY Date

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> day of February, 2021, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation. WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal: 

*[Signature]*  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> day of February, 2021, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal: 

*[Signature]*  
NOTARY PUBLIC

# EXHIBIT "A"

PAGE 1 OF 2

PERMANENT EASEMENT  
EXHIBIT

BLOCK 1  
EV SMITH'S ADD

GRACE PLAZA  
1

GRACE PLAZA  
LOT 2

18TH STREET  
66.00' PUBLIC RIGHT OF WAY

GERMAN OLD  
PEOPLES HOME  
ADDITION

N56°40'31"E  
17.50'

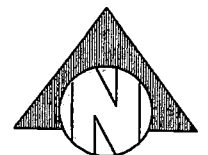
S2°18'30"E  
9.00'

S87°37'06"W  
15.00'

POINT OF  
BEGINNING

PERMANENT EASEMENT  
67.47 SF

GRACE STREET  
66.00' PUBLIC RIGHT OF WAY



SCALE 1"=40'

**CITY OF OMAHA - PUBLIC WORKS DEPARTMENT**



PERMANENT EASEMENT: 67.47 S.F.

TRACT NO.: 16

PROJECT NO.: OPW53753

PREPARE DATE: 6/18/2020

REVISION DATE:

PERMANENT EASEMENT  
EXHIBIT

**EXHIBIT "A"**

**PERMANENT EASEMENT LEGAL DESCRIPTION**

PART OF LOT 2, GRACE PLAZA, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;  
LOT 2; THENCE SOUTH 87°37'06" WEST (ASSUMED BEARINGS) FOR 15.00 FEET ON THE SOUTH LINE OF SAID  
THENCE NORTH 56°40'31" EAST FOR 17.50 FEET TO THE EAST LINE OF SAID LOT 2;  
THENCE SOUTH 02°18'30" EAST FOR 9.00 FEET TO THE POINT OF BEGINNING.  
CONTAINS 67.47 SQUARE FEET.

**CITY OF OMAHA  
PUBLIC WORKS DEPARTMENT**

Owner(s): GRACE PLAZA PARTNERS,  
LLC

Address: 2006 N. 18<sup>TH</sup> STREET



Permanent Easement: \_\_\_\_\_ 67.47 S.F.

Project No. OPW53753

Project Name: Nicholas Street Sewer Extension – Phase 3B

Tract No. 16

Date Prepared: 6/18/2020

Revision Date(s):