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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

04410 H

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DEL	C/O COMP <i>CP</i>
LEGAL PG	SCAN <i>W</i> FV <i>AC</i>

THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To? City of Omaha
C-25A Public Works Department
Right-of-Way Div,
1819 Farnam Street
Omaha, Nebraska 68183
Attn: Mike MeckNA

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebr. March 5, 19 96

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Schwalb Homes, Inc. proposes to build a Subdivision, Schwalb's South Place, which will be located East of 56th Street at "T" Street; and,

WHEREAS, Schwalb Homes, Inc. wishes to connect to Omaha's sewer system, the system of sanitary sewers to be constructed by the subdivider within the area to be developed; and,

WHEREAS, the parties wish to agree upon the manner in which public improvements will be built by the subdivider and to clarify the responsibilities of the parties in building and maintaining the improvements in the subdivision; and,

WHEREAS, the Subdivision Agreement waives the pavement requirement of "U" Street adjacent to the plat until a paving district is created by the City; and,

WHEREAS, a Subdivision Agreement has been prepared setting forth all the provisions mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

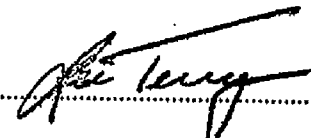
THAT, the Subdivision Agreement between the City of Omaha and Schwalb Homes, Inc., as recommended by the Mayor, providing for the public improvements and sewer connections to the Omaha sewer system, is hereby approved.

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY


P:\PW\3731.SKZ

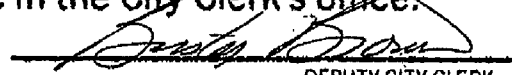
I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

By  Councilmember

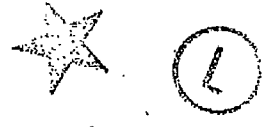
Adopted MAR 26 1996


City Clerk

Approved  Mayor


BY DEPUTY CITY CLERK

IMPRINTED SEAL
REGISTER OF DEEDS



SUBDIVISION AGREEMENT

This Subdivision Agreement, made this 26th day of March, 1996 by and between SCHWALB HOMES, INC., a Nebraska Corporation (hereinafter referred to as "SUBDIVIDER"), and the CITY OF OMAHA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "PROPERTY", and,

WHEREAS, the Subdivider proposes to build public improvements on the property; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the property to the sewer system of the City of Omaha; and,

WHEREAS, the Subdivider and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed on the property, i.e. storm sewer, sanitary sewer, and paving of public streets (hereinafter referred to as "IMPROVEMENTS"). All improvements must receive the approval of the Public Works Department of the City prior to construction.
2. Water, gas, and electrical power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with the Metropolitan utilities District and the Omaha Public Power District will be provided to the City within four months from the date of this Agreement.
3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvements following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code, except that the Subdivider, Successors or Assigns, shall participate in a Street Improvement District to be created by the City for the installation of the paving and storm sewer shown on Exhibit "B", and furthermore, the subdivider waives the right to protest the creation of the Street Improvement District.
4. Payment for improvements. The Subdivider shall pay the cost of the sanitary sewer extension shown on Exhibit "B", as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for Underground electrical service or overhead power installations.
5. Sidewalks. The subdivider shall cause sidewalks along public streets abutting the area to be developed to be constructed according to the following schedule.
 1. Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65% of the abutting footage on such side have been developed. A lot shall be developed for the footage on such side have been developed. A lot shall be developed for the purpose of this section when a dwelling has been constructed on the lot.

IMPRINTED SEAL REGISTER OF DEEDS

- 2. Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather shall permit.
- 3. In any event, all sidewalks shall be constructed upon both sides of all public streets within the property within three years of the recording of the subdivision plat.
- 6. Right to connect to City sewer system. The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the property to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees.
- 7. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns, and shall run with the land shown on Exhibit "A".

ATTEST:

CITY OF OMAHA

[Signature]
 CITY CLERK OF THE CITY OF OMAHA
Deputy

[Signature] 4/7/96
 MAYOR

APPROVED AS TO FORM:

SCHWALB HOMES, INC.

[Signature]
 Star City, Mo

[Signature]
 NATAN SCHWALB, PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

On this 12th day of February, 1996, before me, the undersigned, a Notary Public in and for said County, personally came NATAN SCHWALB, President of Schwalb Homes, Inc., a Nebraska Corporation, to me personally known to be the President of said Corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



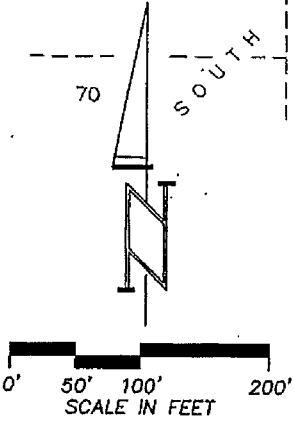
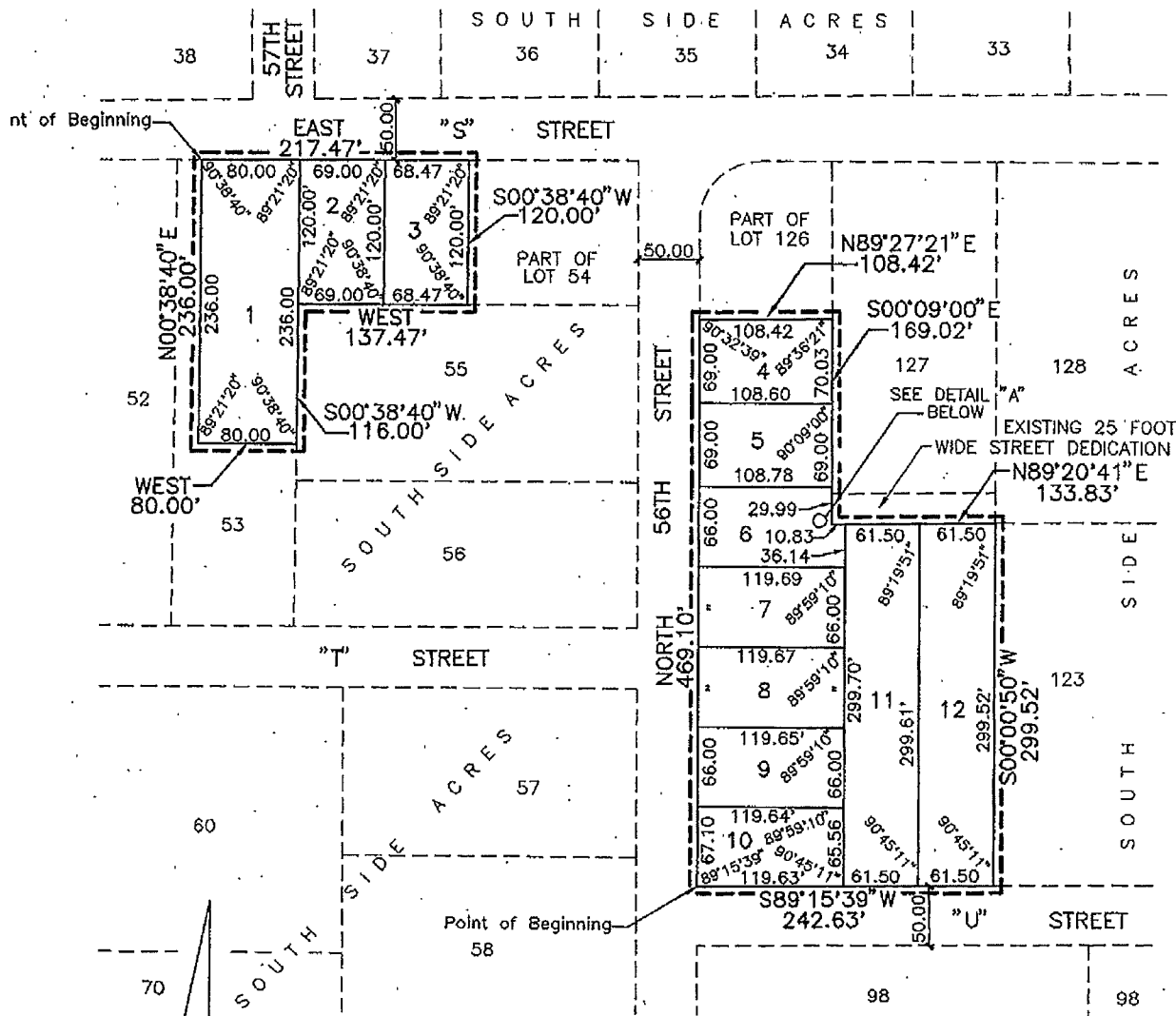
[Signature]
 NOTARY PUBLIC

My Commission Expires July 6, 1996

SCHWALB'S SOUTH PLACE

LOTS 1 THRU 12, INCLUSIVE

BEING A REPLAT OF THE EAST 80 FEET OF THE NORTH 236 FEET OF LOT 53 TOGETHER WITH THE WEST 1/2 OF LOT 54, SOUTH SIDE ACRES, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND A REPLAT OF LOTS 124, 125 AND 126, EXCEPT THE NORTH 131 FEET OF SAID LOT 126, SAID SOUTH SIDE ACRES.



NOTE:
ALL ANGLES ARE 90°00'00"
UNLESS NOTED.

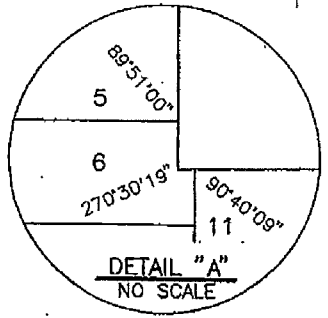
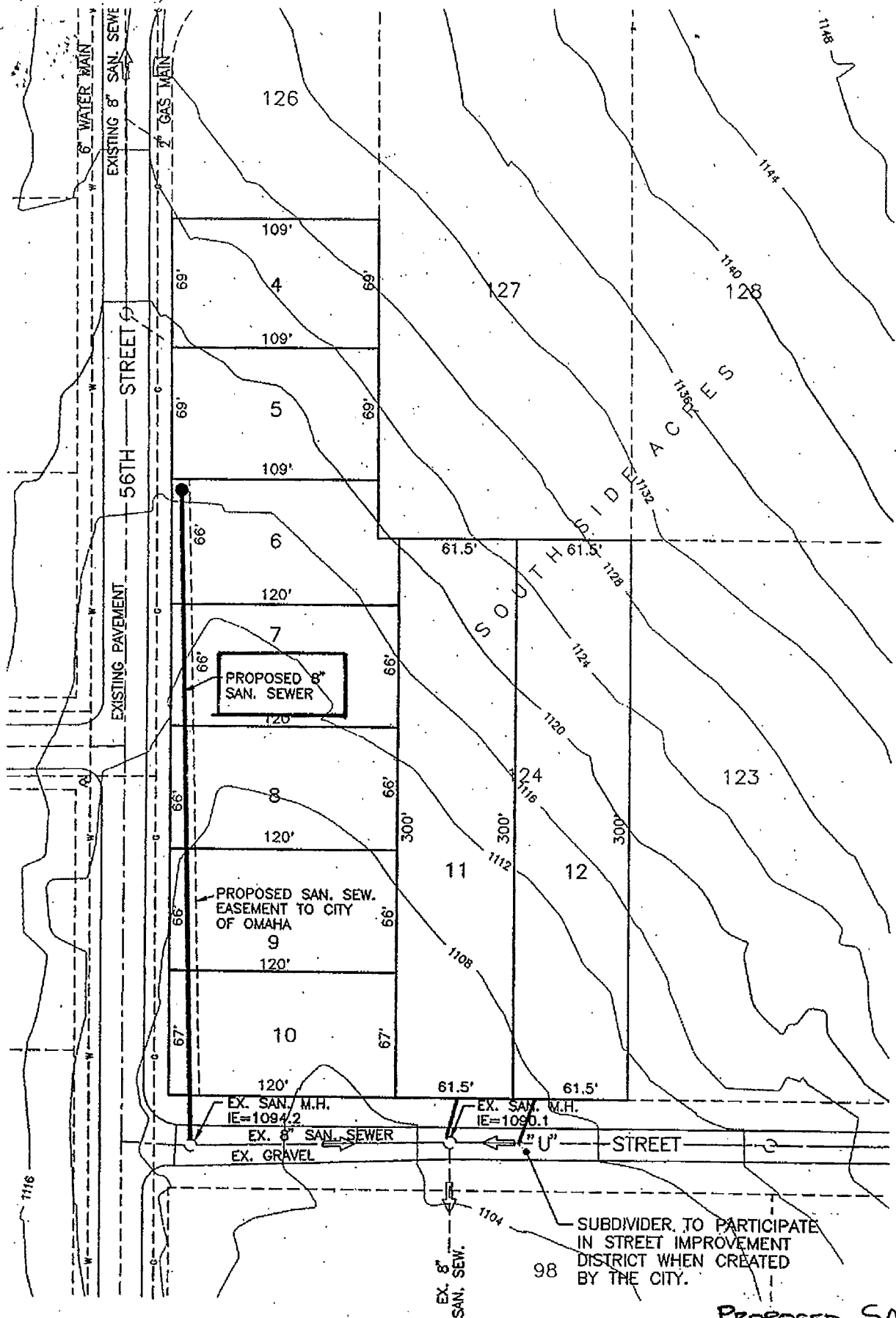
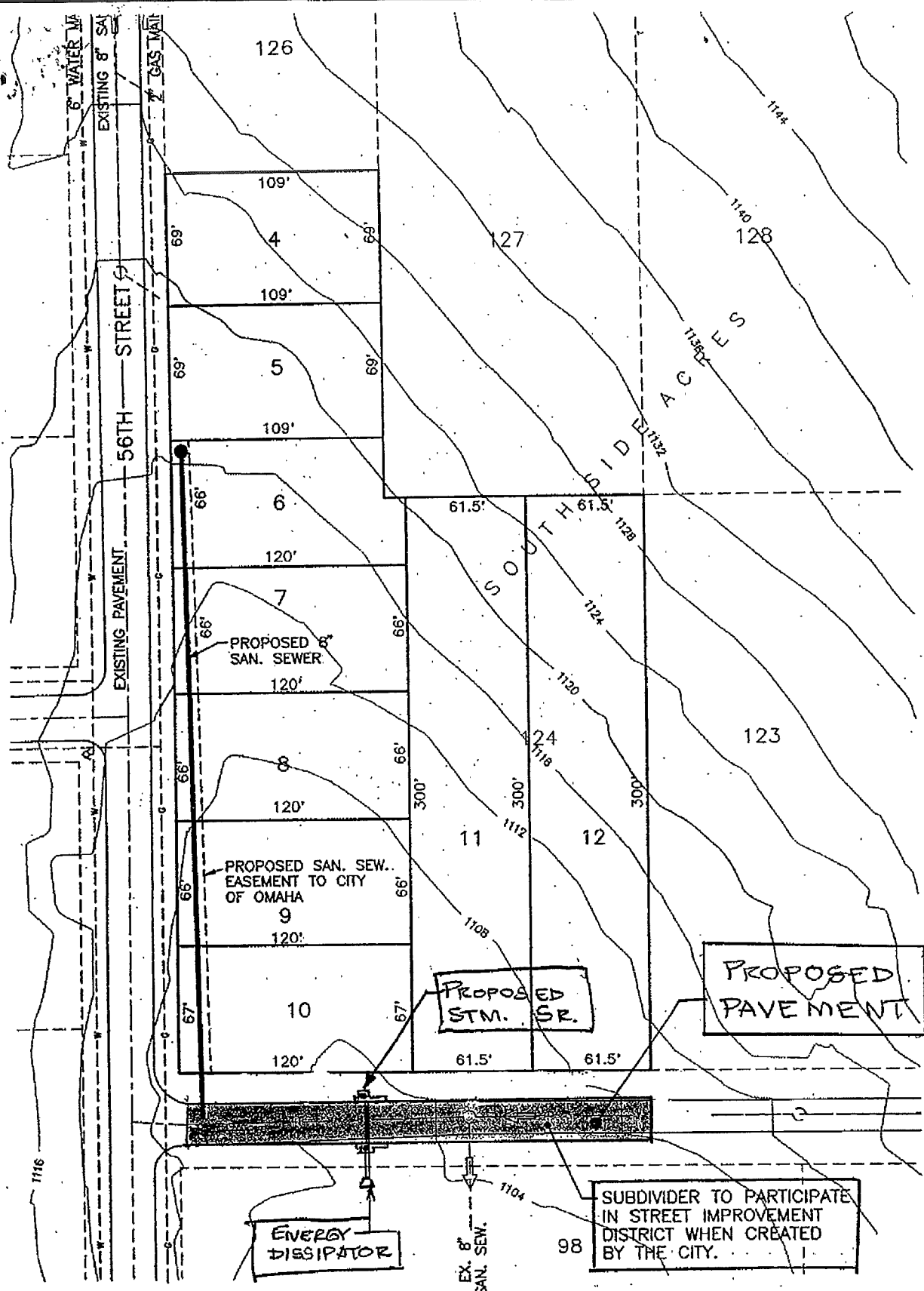


EXHIBIT "A"
TD² 217-128



PROPOSED SAN. SR.
 EXHIBIT "B-1"
 152 217-128 14 June '95



PROPOSED PAVEMENT & STM. SR.
 EXHIBIT "B-2"
 TD² 217-128 14 JUNE '95