

The City of Omaha has entered into an agreement with the United States Department of Housing and Urban Development pursuant to the Housing and Community Development Act of 1974, Title I, and received funds for rehabilitation activities in Community Housing Rehabilitation and Code Enforcement Programs; and,

(Owner's Name) Ophelia Martin

of (Legal Description) North 34 feet West 105 feet and North 45 feet East 22 Feet of Lot 25, Block 1, Armstrongs 1st Addition AKA 963 North 25 Street

hereinafter called Owner desires to use the benefits of the 1974 Housing and Community Development Act of 1974 - Title I for the purpose of rehabilitating their property at (address) 963 North 25 Street and, by agreement did permit Contractor to enter and perform hereinafter mentioned rehabilitation activities. (See work write-up)

This agreement is to the effect that the Owner shall, upon proper certification by City as being eligible, receive funds as a grant for the purpose of having rehabilitation activities performed on their property, described above, Douglas County, Nebraska.

It is specifically agreed that the Owner shall personally, and at all times, occupy and live in the above described property for a period of thirty-six months after completion date of rehabilitation work.

In the event that Owner shall not occupy or shall sell said property, the City shall be reimbursed at the pro rata rate of 1/36th of thirty-six month period; i.e. (should Owner sell or move after ten months from completion date, City shall be reimbursed for twenty-six months of unused portions of thirty-six months.)

Owner warrants that he is the fee simple owner of above described property and has full authority to execute this agreement.

It is further agreed that Owner shall maintain premises in safe, sanitary and decent manner and shall not be in violation of the City's Housing Code, which shall be the standard of measure in determining such compliance. If found in violation, Owner agrees to remedy same within reasonable time. Failure may result in mandatory code enforcement.

The Owner accepted the Bid and Proposal of Frank J. Kostka Plumbing, Frank J. Kostka Contractors, for (160.00) One Hundred Sixty dollars and authorized the City as agents to make payment of said amount to above named Contractor.

In the event that Owner shall decease prior to expiration date, all rights under this agreement shall become the property of surviving heir or heirs, however, heir or heirs must occupy premises for remainder of unexpired thirty-six month period.

In the event that heir shall not occupy or shall sell the property, the City will be reimbursed as per schedule as agreed with Owner.

This agreement shall include any state laws on intestate succession and survivorship, and these are incorporated by this reference as though recited herein.

This agreement is not assignable without the prior written consent of the City.

Grant Amount \$160.00

Contractor Frank J. Kostka Plumbing

Date Work Completed July 11, 1978

Ophelia Martin Owner Ophelia Martin

Mayor Leo Vays 8/31/78 City of Omaha

Owner

City Clerk Mary Galloway City of Omaha

Witness James Whitfield Date 7-25-78

Approved as to form:

James C. Hoff City Attorney

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