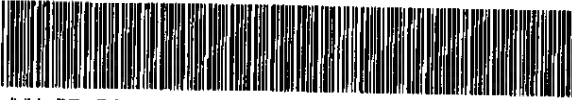




MISC 2006070118



JUN 22 2006 09:14 P 11

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/22/2006 09:14:44.05



2006070118

Cover Sheet for Recording and Notice Purposes

After Recording Return to:

David J. Selby
Young & White Law Offices
8742 Frederick Street
Omaha, NE 68124

Notice of Real Estate Purchase Agreement

A Real Estate Purchase Agreement, (the "Agreement"), which is attached hereto, has been entered into by and between James S. Kuehl and Linda A. Kuehl, husband and wife, as joint tenants, John F. Kuehl and Susan G. Kuehl, husband and wife, as joint tenants, and Paul M. Kuehl and Marilyn Kuehl, husband and wife, as joint tenants, (collectively the "Owner") and the School District No. 17 of Douglas County, Nebraska a/k/a the Millard School District (the "District"), and CFM Investments, L.L.C. (the "Developer"), for the purchase by the District from the Owner of that certain real property located in the East 1/2 of the NW 1/4 of Section 12, Township 14 North, Range 10 East of the 6th P.M., in Douglas County, Nebraska, as more particularly described on Exhibit "A" to the Agreement.

1761

L MNR

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REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of June, 2006,
by and between **James S. Kuehl and Linda A. Kuehl, husband and wife, as joint tenants,**
John F. Kuehl and Susan G. Kuehl, husband and wife, as joint tenants, and Paul M. Kuehl
and Marliyn Kuehl, husband and wife, as joint tenants, (hereinafter collectively referred to as
"Owner"), and the **School District No. 17 of Douglas County, Nebraska, a/k/a the Millard**
School District (hereinafter referred to as the "District"), and **CFM Investments, L.L.C.**
(hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Owner is the owner of property generally located at 204th and "Q" Streets in
Douglas County, Nebraska, generally described as the East ½ of the Northwest 1/4 Section 12,
Township 14, Range 10 East of the 6th P.M., comprising approximately 79.76 acres, more or less
(hereinafter referred to as the Owner's Property); and

WHEREAS, the District, after commencing the steps necessary to acquire a school site
from Owner by eminent domain, has, after negotiation, reached an agreement to purchase a
school site from Owner for the construction of a high school within the Owner's Property; and

WHEREAS, Developer has an option to purchase the Owner's Property.

NOW, THEREFORE, and in consideration of the terms and conditions hereinafter set
forth, the parties agree as follows:

1. The Owner agrees to convey to the District approximately 47.176 acres, more or less
(hereinafter identified as the "School Property") for the erection of a high school. District
shall cause a survey to be performed of the School Property. The legal description of
said School Property is set forth on Exhibit "A" attached hereto and incorporated herein.

2. The Purchase Price shall be \$42,500.00 per acre, with the exact Purchase Price to be determined based upon the actual surveyed acres, for the surveyed acres to be paid at closing in cash, certified funds, or bank check. The total Purchase Price to be paid to the owner of record at time of Closing.
3. At the closing, the Owner shall convey the School Property to the District by warranty deed, free and clear of all encumbrances except those of record for utilities, public roads, and right of way, and which are not objected to by the District as title defects, pursuant to Paragraph 6. The School Property also shall be conveyed to the District free of liens for work performed or materials supplied for the School Property, and evidence that all costs or debts which could be claimed against the School Property by contractors, sub-contractors, their employees or third parties claiming through the employees, have been paid as evidenced by a valid lien waiver.
4. Owner hereby affirms and warrants that no other person or entity has any interest in Property pursuant to any agreement or option, whether verbally or in writing, except as follows: Option to Purchase in favor of Developer. Should District or its agents cause any damage to crops, Owner or Owner's tenant shall be reasonably compensated therefor.
5. The closing date shall be on such date and time, and at such location, as the parties shall agree, provided, however, such closing shall take place before December 15, 2006, unless the date is otherwise extended by agreement of the parties.
6. The Owner agrees to furnish to the District within 15 days of the execution hereof, a title insurance commitment, and the District agrees to deliver to the Owner within 10 days thereafter a copy of an attorney's opinion showing defects, if any, in such title. In the event the opinion finds defects in the title, the Owner shall cure the objections to the

District's satisfaction before closing. If the defects cannot be cured, the District may either agree to accept the title with the defects, or cancel and terminate this Agreement. The Owner will obtain the title insurance policy and the Owner and the District shall share the costs of the premium equally.

7. The School Property is presently characterized and taxed as agricultural use land and the agricultural recapture tax, or "Greenbelt" tax is not an objectionable title defect or lien on the School Property. The District agrees to purchase the School Property subject to the lien for the Greenbelt tax and the payment of such Greenbelt tax shall be the responsibility of the District.
8. The real estate taxes applicable to the School Property, the payment of which becomes delinquent in the year of closing, shall be prorated as of the date of closing. All prior real estate taxes and special assessments which have become a lien against the School Property shall be paid by the Owner.
9. It is the expectation of all parties that the Developer will have purchased the Owner's Property prior to the closing of this Purchase Agreement. All parties agree that, in that case, Developer and District will honor all provisions of this Purchase Agreement and will close on the School Property on the terms contained herein.
10. In the event the owner sells the property to the Developer prior to closing, and the Developer performs site work and grading on the School Property, District agrees to pay such costs as are attributable to the School Property for such grading and site improvement (but not including costs for architectural plans, legal expense, and financing costs) and as determined by E & A Consulting or such other professional engineer employed by the Developer. The Developer and District shall mutually cooperate on any

site work and grading on the School Property which shall be performed in accordance with the plans prepared by the engineer after consultation with the architect employed by the District for the design of the School.

11. If the Developer creates a Sanitary and Improvement District, the District shall pay to the Developer or to a Sanitary and Improvement District formed for the purposes of constructing the public improvements benefitting the School Property a pro rata share of the costs of engineering, testing, and construction for work and materials for the paving, sewer construction, construction of water mains and electrical distribution systems. The preliminary estimate for such costs is attached hereto as Exhibit "B". The final costs shall be determined by the Developer's or the Sanitary and Improvement District's engineer based on the unit prices in the contracts awarded to the successful bidders for work and materials and attributable to the School Property. The payment for the costs shall be paid to the Developer, or to the Sanitary and Improvement District formed by the Developer within ten (10) days after the commencement of the work by the successful bidder or bidders. Upon completion of the improvements, the applicable costs and payments shall be adjusted by the Developer's or the Sanitary and Improvement District's engineer for the final quantities of the work and a final accounting shall be made and certified by the engineer and the additional payments or refunds due under the accounting shall be made within thirty (30) days after the date of the certification.
12. The School Property shall not be included within a sanitary and improvement district.
13. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER

James S. Kuehl
James S. Kuehl

Linda A. Kuehl
Linda A. Kuehl

John F. Kuehl
John F. Kuehl

Susan G. Kuehl
Susan G. Kuehl

Paul M. Kuehl
Paul M. Kuehl

Marilyn Kuehl
Marilyn Kuehl

SCHOOL DISTRICT NO. 17 OF DOUGLAS
COUNTY, NEBRASKA, a/k/a
MILLARD SCHOOL DISTRICT

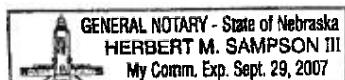
By: Brad R. Durnell
Title President

CFM Investments, L.L.C., a Nebraska limited
liability company,

By: CF Center
Title member

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

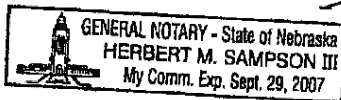
The above and foregoing instrument was acknowledged before me this 9th day of
June, 2006, by **James S. Kuehl**



Herbert M. Sampson III
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

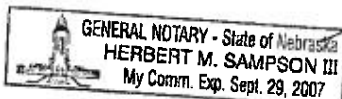
The above and foregoing instrument was acknowledged before me this 9th day of June, 2006, by **Linda A. Kuehl**



Herbert M. Sampson III
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

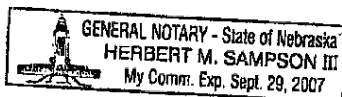
The above and foregoing instrument was acknowledged before me this 9th day of June, 2006, by **John F. Kuehl**



Herbert M. Sampson III
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

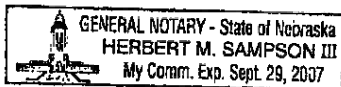
The above and foregoing instrument was acknowledged before me this 9th day of June, 2006, by **Susan G. Kuehl**



Herbert M. Sampson III
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

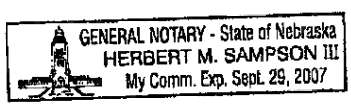
The above and foregoing instrument was acknowledged before me this 9th day of June, 2006, by **Paul M. Kuehl**



Herbert M. Sampson III
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The above and foregoing instrument was acknowledged before me this 9th day of June, 2006, by Marilyn Kuehl



Herbert M. Sampson III
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 19th day of June, 2006, by Brad R. Burwell, President of School District No. 17 of Douglas County Nebraska, a/k/a Millard School District, on behalf of said school district.



Duncan A. Young
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The above and foregoing instrument was acknowledged before me this 15th day of June, 2006, by J.F. Carter, on behalf of CFM Investments, L.L.C..



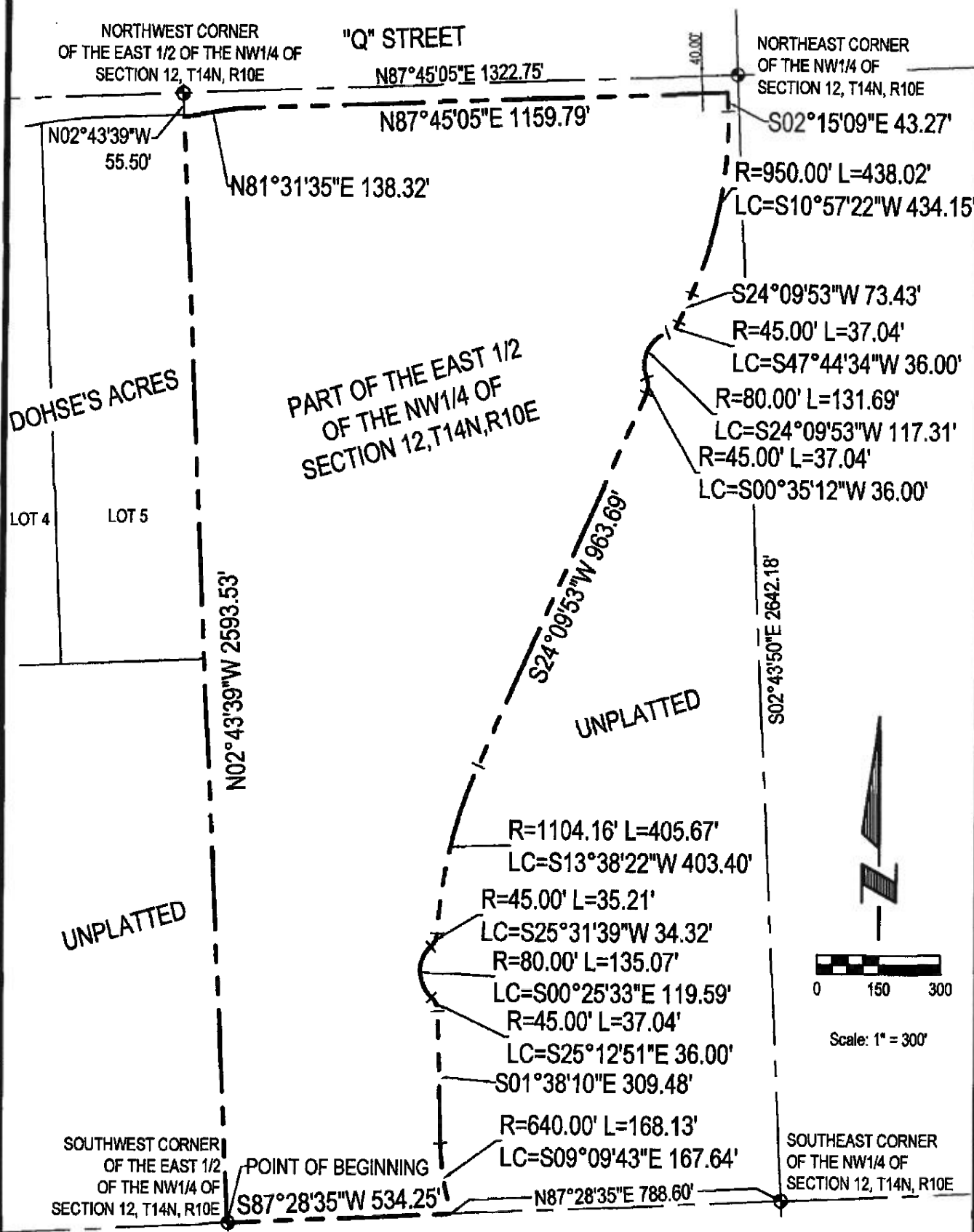
Jessica Cooper
Notary Public

EXHIBIT "A"

PROJECT NO. _____

County Surveyor and Engineer
Douglas County

LOCATION _____



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND SIGNATURE

e+a E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 885-4700		
OFFICIAL ADDRESS: _____		
DATE RECEIVED: _____		BUILDING PERMIT No.: _____
Drawn by: SDD	Chkd by: _____	Chkd by: _____
Job No.: 2004277.01	Date: 6/15/2006	Sheet No.: 1 OF 2

LOT CERTIFICATE
PART OF THE EAST 1/2
OF THE NW1/4 OF
SECTION 12, T14N, R10E
DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"

PROJECT NO. _____

County Surveyor and Engineer
Douglas County

LOCATION _____

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE EAST 1/2 OF THE NW1/4 OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NW1/4 OF SECTION 12; THENCE N02°43'39"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NW1/4 OF SECTION 12, SAID LINE ALSO BEING THE EAST LINE OF LOT 5, DOHSE'S ACRES, A SUBDIVISION LOCATED IN THE NW1/4 OF SAID NW1/4 OF SECTION 12, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 2593.53 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF "Q" STREET; THENCE N81°31'35"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF "Q" STREET, A DISTANCE OF 138.32 FEET; THENCE N87°45'05"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF "Q" STREET, A DISTANCE OF 1159.79 FEET; THENCE S02°15'09"E, A DISTANCE OF 43.27 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 950.00 FEET, A DISTANCE OF 438.01 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S10°57'22"W, A DISTANCE OF 434.15 FEET; THENCE S24°09'53"W, A DISTANCE OF 73.43 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 37.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S47°44'34"W, A DISTANCE OF 36.00 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 80.00 FEET, A DISTANCE OF 131.69 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S24°09'53"W, A DISTANCE OF 117.31 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 37.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S00°35'12"W, A DISTANCE OF 36.00 FEET; THENCE S24°09'53"W, A DISTANCE OF 963.69 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1104.16 FEET, A DISTANCE OF 405.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S13°38'22"W, A DISTANCE OF 403.40 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 35.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S25°31'39"W, A DISTANCE OF 34.32 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 80.00 FEET, A DISTANCE OF 135.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S00°25'33"E, A DISTANCE OF 119.59 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 37.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S25°12'51"E, A DISTANCE OF 36.00 FEET; THENCE S01°38'10"E, A DISTANCE OF 309.48 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 640.00 FEET, A DISTANCE OF 168.13 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S09°09'43"E, A DISTANCE OF 167.64 FEET TO A POINT ON THE SOUTH LINE OF SAID EAST 1/2 OF THE NW1/4 OF SECTION 12; THENCE S87°28'35"W ALONG SAID SOUTH LINE OF THE EAST 1/2 OF THE NW1/4 OF SECTION 12, A DISTANCE OF 534.25 FEET; TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,150,397 SQUARE FEET OR 49.366 ACRES, MORE OR LESS.

E.A. Schaben
ERIC A. SCHABEN



JUNE 15, 2006
DATE

SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-0700

OFFICIAL ADDRESS: _____

DATE RECEIVED: _____ BUILDING PERMIT No.: _____

Drawn by: SDD Chkd by: _____ Chkd by: _____

Job No.: 2004277.01 Date: 6/15/2006 Sheet No.: 2 OF 2

LOT CERTIFICATE
PART OF THE EAST 1/2
OF THE NW1/4 OF
SECTION 12, T14N, R10E
DOUGLAS COUNTY, NEBRASKA

Preliminary Estimate of Public Improvement Costs Benefitting School Property

PUBLIC IMPROVEMENT	CONSTRUCTION COST	SOFT COSTS	TOTAL	COST SHARE %	COST SHARE AMOUNT
STORM SEWER STREET A	\$170,650.00	\$34,130.00	\$204,780.00	50.00%	\$102,390.00
INTERIOR SANITARY SEWER	\$11,014.00	\$2,202.80	\$13,216.80	100.00%	\$13,216.80
INTERIOR PAVING STREET A	\$217,942.00	\$43,588.40	\$261,530.40	50.00%	\$130,765.20
WATER MAIN - STREET A	\$70,880.00	\$2,129.40	\$73,109.40 *	50.00%	\$36,554.70
TOTAL DIRECT BENEFIT AMOUNT					\$282,926.70

PRIVATE IMPROVEMENT	CONSTRUCTION COST	SOFT COSTS	TOTAL	COST SHARE %	COST SHARE AMOUNT
GRADING AND EROSION CONTROL - SCHOOL SITE	\$153,000.00	\$30,600.00	\$183,600.00	100.00%	\$183,600.00
TOTAL DIRECT BENEFIT PAYABLE TO DEVELOPER					\$183,600.00

*PARK FEES, SANITARY FEES, ELECTRICAL SERVICE CONNECTION FEE AND OTHER COSTS REQUIRED FOR THE PROPERTY THAT ARE PAID ON BEHALF OF THE DISTRICT BY THE SANITARY AND IMPROVEMENT DISTRICT OR DEVELOPER, SHALL BE REIMBURSED TO THE AT ACTUAL COST THEREOF.