

Board of Education Work Session

February 22, 2021 7:15 PM

Board Room, Central Services Building  
14801 South 108 Street  
Springfield, NE 68059-4925

## **Agenda**

- I. Meeting Roll Call
- II. Notice of Open Meetings Act - Posted
- III. Public Comment
- IV. Items for Possible Action/ Discussion
  - IV.A. Resolution for High School eSports Team Excellence
  - IV.B. Additional Speech Language Pathologist
  - IV.C. Resignation of Tara Devereaux at end of 2020-21 certified contract year
  - IV.D. Classified and Administration Increases for 2021-22
  - IV.E. Purchase of Land for Future Elementary School Site at Oak Leaf  
Development from GDR Development
- V. Future Planning
- VI. Adjourn

**SPRINGFIELD PLATTEVIEW SCHOOLS**

**eSPORTS RESOLUTION**

FEBRUARY 22, 2021

Whereas, Springfield Platteview Community Schools’ mission is “to ensure that all students acquire the College and Career skills and behaviors necessary for each student to succeed now and into his/her future.”

Whereas, Platteview High School’s eSports team has exhibited extraordinary talent, perseverance, and work ethic while competing at the regional, state, and national levels;

Whereas, Platteview High School’s eSports team was encouraged and assisted by the support of their sponsor Mr. Jeremy Mahoney;

Whereas, Platteview High School’s eSports team was supported and encouraged by their parents;

Therefore, let it be resolved that we, the Springfield Platteview Community Schools’ Board of Education, recognize Platteview High School’s eSports team for their tremendous effort and accomplishment #GR82BATROJAN!

Congratulations and thank you for representing yourself and our district with excellence!

Signed by:

Lisa Roseland President \_\_\_\_\_

Brian Osborn, Vice President \_\_\_\_\_

Brian Wichman, Secretary \_\_\_\_\_

Kyle Fisher, Board Member \_\_\_\_\_

Brenda Guenther, Board Member \_\_\_\_\_

Cori Swanson, Board Member \_\_\_\_\_

Attested by:

Brett Richards, Superintendent \_\_\_\_\_

## **Speech Language Pathologist Proposal for 21-22 School Year**

For the past three school years we have contracted .6 FTE for a secondary speech language pathologist, serving our Platteview Central and Platteview High School speech students.

### **Caseload**

The secondary speech caseload has increased significantly over the past three school years. From the 2018-19 school year through December 2020 of this school year, the average secondary SLP caseload has increased from 24 to 35. This represents a 46% increase.

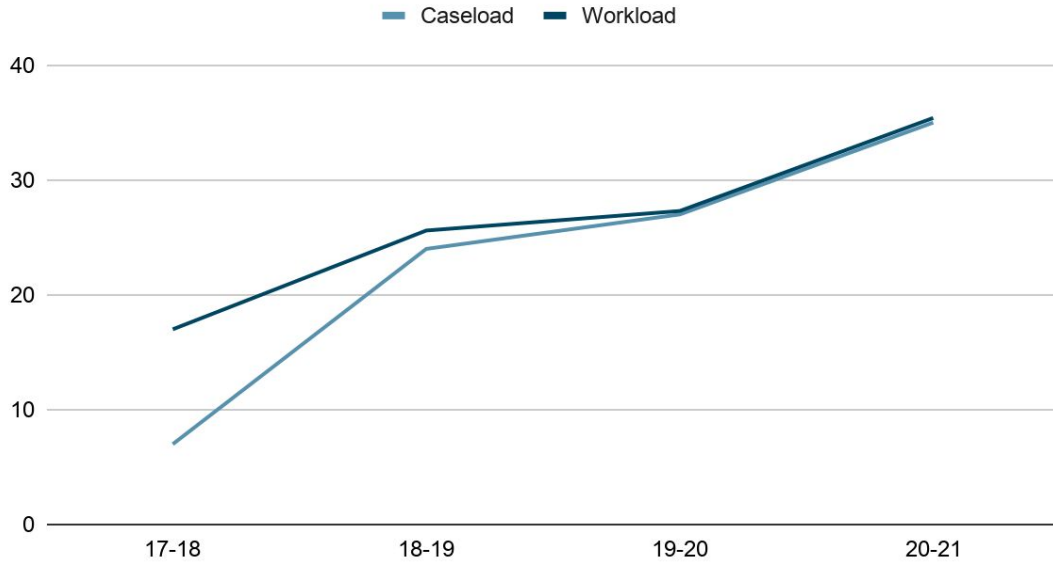
### **Workload**

American Speech-Language Hearing Association guidance also recommends we look not just at caseloads but workloads to consider the exact needs of students we serve. Workload refers to all activities required and performed by school based SLP, to include face to face direct students as well as time spent performing other activities necessary to support student's education programs and implement best practices for speech language services. Our speech pathologists have collected their workload data the past three years as well. The secondary workload was 25.6 for the 18-19 school year and is currently at 35.4. This represents a 38% increase.

### **Proposal**

As our secondary speech caseload and workload shows continued growth, I would like to propose eliminating our contracted SLP service and hiring a 1.0 FTE SLP position for the 21-22 school year to ensure we can continue to support the needs of our PC and PHS speech students.

## Secondary Speech



**Current contracted salary .6 FTE:** \$45/hour Minimum State Approved Contracted Rate-

Amount paid for contacted SLP services in 19-20- \$23,276.00

To meet the needs of our secondary SLP caseload next year, we will need 1.0 FTE- Contracted amount minimum would be \$66,240

**Proposed 1.0 FTE salary and benefits-** Step 1 MA \$40,684 + Benefits

MOTION

MOTION by \_\_\_\_\_ that the Board of Education of this School District approves the purchase of approximately 15.1 acres of real property generally located near 72nd Street and Capehart Road in Sarpy County, Nebraska, and entering into a purchase and sale agreement for the purchase of such real property from the seller, and that the Board approves the agreements and hereby approves and adopts the attached RESOLUTION.

Board member \_\_\_\_\_ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion and Resolution:

\_\_\_\_\_  
\_\_\_\_\_.

The following Board members voted against the same: \_\_\_\_\_.

The following Board members were absent or not voting: \_\_\_\_\_.

The above Motion and Resolution having been consented to by a majority of the members of the School Board of this School District, were declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 22nd day of February, 2021.

SARPY COUNTY SCHOOL DISTRICT 77-0046,  
A/K/A SPRINGFIELD PLATTEVIEW  
COMMUNITY SCHOOLS

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## RESOLUTION

BE IT RESOLVED by Sarpy County School District No. 77-0046, a/k/a Springfield Platteview Community Schools, a Class III School District under the laws and statutes of the State of Nebraska, at this regular meeting of its Board of Education, ("School"), that the Purchase and Sale Agreement for the approximately 15.1 acres of real property generally located near 72nd Street and Capehart Road in Sarpy County, Nebraska, and legally described as a portion of Tax Lot 7 located in the Northwest Quarter of Section 12, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, more particularly described in the Purchase and Sale Agreement, by and between the School, as the buyer, and Oakleaf Development, LLC, a Nebraska limited liability company, as the Seller, in the form on file with official School records and as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School and approved by the President of the Board of Education or Superintendent of Schools, or designee of either, should be and are hereby authorized and approved;

BE IT FURTHER RESOLVED that the President of the Board of Education, or a designee for the School, should be and is hereby delegated the authority and is authorized and directed to sign, execute, and deliver such Purchase and Sale Agreement, and any amendments thereto, development plans, subdivision agreements, interlocal agreements, documents, or other agreements called for in such Purchase and Sale Agreement for and on behalf of the School, and is further hereby delegated the authority and is authorized and directed to execute and deliver any necessary deeds, amendments, subdivision agreements, interlocal agreements, easements or other instruments under such Purchase and Sale Agreement or necessary or prudent in the development of the described real property, and is delegated the authority and is authorized and directed to retain any necessary professionals for assistance, to pay the purchase price, development costs, design and construction costs, and all other costs and expenses, and to take or cause to be taken all other action necessary or appropriate to close the sale, purchase, and conveyance transaction, and to develop the described property and pay all development, construction and design costs and expenses as provided therein according to such Purchase and Sale Agreement or any approved changes thereto or those necessary to develop the property or in the best interest of the School upon presentation of deeds or other required plans, documents, or development proposals from the Seller, or others on the described property to be purchased, received, and developed by the School under this Purchase and Sale Agreement.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into this \_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between OAKLEAF DEVELOPMENT, LLC, a Nebraska limited liability company (hereinafter "Seller"), and SARPY COUNTY SCHOOL DISTRICT No. 77-0046, a/k/a SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS, a political subdivision of the State of Nebraska (hereinafter "Buyer"). The Buyer and Seller are individually referred to as a "Party" and collectively referred to herein as the "Parties".

### WITNESSETH:

WHEREAS, Seller is the contract purchaser of the following legally described real property, which consists of approximately 427.6 acres, more or less, to-wit:

See Exhibit "A" attached hereto (the "Development Property");

WHEREAS, the Seller intends to subdivide, rezone and develop the Development Property into a single-family residential subdivision consisting of approximately 358 single-family lots in the first phase ("Phase 1A") and approximately 970 single family lots in all future phases ("Future Phases"), collectively to be known as "Oak Leaf" (the "Subdivision");

WHEREAS, the Buyer is interested in acquiring a portion of the Development Property located in Phase 1A consisting of approximately 15.1 acres, more or less, as more particularly described on Exhibit "B" attached hereto, to be developed and used as an elementary school (the "Property");

WHEREAS, Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer under the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Property. Seller shall sell to Buyer, and Buyer shall purchase from Seller, upon and subject to the terms, conditions and provisions hereof, all of Seller's right, title and interest to the Property.

2. Purchase Price; Mass Grading; and Infrastructure Costs. The purchase price for the Property (the "Purchase Price") shall be Nine Hundred Thousand and No/100th (\$900,000.00) Dollars.

A. Mass Grading. The Purchase Price of the Property does not include the Buyer's proportionate cost of mass grading Phase 1A of the Development Property, including the Property. The Buyer and Seller agree that the reasonable estimate of the Buyer's proportionate share of mass grading Phase 1A of the Development Property, based on the Seller's engineer's current opinion of probable cost of construction, will be One Hundred Sixty Five Thousand and No/100<sup>th</sup> (\$165,000.00) Dollars ("Buyer's Grading Costs").

B. Payment of Purchase Price and Buyer’s Grading Costs. Buyer shall pay the Purchase Price and prepayment of the Buyer’s Grading Costs at Closing. Upon payment of the Buyer’s Grading Costs, the Buyer shall have no other or further obligations with respect to costs or expenses associated with mass grading of the Property or Phase 1A of the Development Property and Seller assumes all obligations on the actual costs of mass grading.

C. Sanitary and Improvement District. Buyer and Seller expressly agree that the Buyer and the Property shall not be a part of or included in the boundaries of any Sanitary and Improvement District (“SID”) formed by Seller or others for purposes of installing public infrastructure improvements in Phase 1A of the Subdivision.

1. At Closing, Buyer shall enter into an interlocal cooperation agreement with the SID for the purpose of committing to pay the SID, as a reimbursement at a future date, (i) an amount, described in subsection 3 below, which is a share of the special assessments for Public Infrastructure Improvements for Phase 1A of the Subdivision (defined in subparagraph 2 below) which may have been levied on the Property, and (ii) an amount, described in subsection 3 below, which is a share of the costs of the Public Infrastructure Improvements for Phase 1A of the Subdivision that are a general obligation of SID that would have been attributable to the Property. Seller, at Seller’s sole cost and expense, shall be responsible for causing the formation of the described SID and interlocal cooperation agreement prior to Closing. The Buyer and Seller agree that the Buyer’s interlocal cooperation agreement with the SID shall not obligate the Buyer to pay or reimburse the SID for any Public Infrastructure Improvement costs incurred by the SID for Phase 1A of the Subdivision until the Buyer submits to the appropriate governmental entity with jurisdiction an application for a building permit for purposes of constructing an elementary school facility on the Property.

2. As of the Effective Date, the Seller’s engineer’s current description of proposed public infrastructure improvements (“Public Infrastructure Improvements”), source and use of funds, and opinion of probable cost of construction of the proposed public infrastructure improvements for Phase 1A of the Subdivision are as follows:

Proposed Public Infrastructure Improvements	Total OPC	General Obligation	Special Assessment
Sanitary Sewer	\$2,732,422	\$97,812	\$2,634,610
Sanitary Sewer – LS & Fm	\$961,312	\$961,312	\$0
Storm Sewer	\$1,673,441	\$1,673,441	\$0
Paving			
Paving Interior	\$5,259,333	\$2,036,600	\$3,222,733
Capehart Turn Lanes	\$196,212	\$196,212	\$0
Capehart Contribution	\$402,148	\$402,148	\$0
Other - Future	\$171,207	\$171,207	\$0
Sidewalks/Trails/Parks			
Sidewalks	\$386,792	\$386,792	\$0
Interior Trails	\$481,518	\$481,518	\$0
WQ Property Purchase	\$218,986	\$0	\$218,986
Park/Open Space Property Purchase	\$448,157	\$448,157	\$0

Proposed Public Infrastructure Improvements	Total OPC	General Obligation	Special Assessment
Water			
Water - Interior	\$1,647,635	\$254,991	\$
Water - Offsite	\$572,749	\$572,749	\$0
Capital Facility Charges	\$606,620	\$303,310	\$303,310
Power	\$658,686	\$0	\$658,686
Plan Review Fee	\$108,493	\$65,096	\$43,397
Totals	\$16,525,712	\$8,051,345	\$8,474,366

3. Buyer and Seller agree that the Buyer's share of the SID special assessment and general obligations costs for the Property for the proposed Public Infrastructure Improvements as part of Phase 1A of the Subdivision shall be not more than twelve percent (12.0%) of the actual costs of constructing of the Public Infrastructure Improvements in Phase 1A of the Subdivision, as certified by Seller's or SID's engineer. Buyer and Seller agree that this share shall be reflected in the interlocal cooperation agreement with the SID. By way of example only, if actual construction cost for the Public Infrastructure Improvements for Phase 1A of the Subdivision are the same as the engineer's estimates under subparagraph 2 above, Buyer's share of the SID general obligations would be \$966,161 and the Buyer's share of the SID special assessments would be \$1,016,924.

D. Seller, on behalf of itself and its successors and assigns, covenants, represents and warrants to Buyer that the Subdivision shall be developed, sold and conveyed subject to and consistent with the use restrictions contained in the recitals. Seller agrees that the Property shall not be included in any neighborhood homeowner's association for the Subdivision. Seller further agrees that neither Buyer nor the Property shall have any obligations or responsibilities to any neighborhood homeowner's association that may be created for the Subdivision and neither Buyer nor the Property shall be required or obligated to pay any dues or assessments to any such homeowner's association.

3. Title Commitment. Seller shall, within thirty (30) days after the date Seller acquires Phase 1A of the Development Property in which the Property is located, furnish to Buyer a commitment for an owner's policy of title insurance, dated as of the date of delivery to Buyer evidencing marketable title in fee simple in Seller to Phase 1A of the Development Property, which shall include the Property, free and clear of all liens and encumbrances. In the event any defects are found in Seller's title to the Property, Seller shall use commercially reasonable efforts to cure such defects within sixty (60) days thereafter. If any additional defects in such title appear on any updated commitment that were not caused by Buyer, Seller shall also use commercially reasonable efforts to cure such additional defects prior to the Closing Date. If Seller is unable to cure such additional defects on or before the Closing Date, such Closing Date shall be extended as provided herein. In the event Seller is unable to cure such defects within such sixty (60) day period, or in the event additional defects are found that are Seller's obligation to cure that cannot be cured by Seller's commercially reasonable efforts prior to Closing, then Buyer may allow additional time to correct such defects.

4. Subdivision of Property. Seller shall, prior to Closing and at Seller's sole cost and expense, obtain all necessary governmental approvals necessary to subdivide Phase 1A of the

Development Property, including the Property, and cause the approved final plat of Oak Leaf to be recorded in the office of the Register of Deeds of Sarpy County, Nebraska (“Governmental Approvals”), so that the Property will be a buildable lot of record for Buyer’s intended use. Buyer shall cooperate with Seller in connection with such Governmental Approvals. Seller shall give Buyer and Buyer’s attorney copies of all documents, instruments, correspondence, statements, or other information regarding the applications, actions, and any rulings or determinations in relation to Governmental Approvals in a timely fashion; and as a part of Governmental Approvals or otherwise at or prior to closing. The Property shall be accessible by dedicated streets and serviced by sanitary sewer, water, power, and gas provided by the sanitary and improvement district to be formed no later than December 31, 2022, subject only to excusable delays (as defined in Section 23, below). Except for the Governmental Approvals, subdivision, and final plat described in this Section 4, Seller shall not reserve, dedicate, gift, transfer, mortgage or convey any interest in the Property without written consent from Buyer.

5. Joint Development and Costs. Within thirty (30) days after the Effective Date, Seller shall deliver to Buyer for Buyer’s approval a preliminary mass grading plan of the Subdivision showing the proposed location of Buyer’s development on the Property, including any and all shared post-construction stormwater detention basins. Such preliminary mass grading plan shall be prepared at Seller’s sole cost and expense by a licensed Nebraska professional engineer. The preliminary mass grading plan shall include a preliminary grading schedule, identifying the anticipated dates of commencement and completion of the grading plan work. Unless otherwise agreed by Buyer, such grading plan shall (i) not require fill to or excavation from the School Property, (ii) be in general confluence of the entire Subdivision. Buyer shall approve or disapprove of the preliminary mass grading plan, including the preliminary mass grading schedule, in writing, within twenty (20) days of the date of receipt by Buyer. In the event Buyer shall fail to deliver a written approval or disapproval to Seller within the twenty (20) day time period specified herein, the preliminary mass grading plans shall be deemed approved. In the event Buyer shall disapprove, in writing, Seller’s preliminary mass grading plan within the time period specified herein, Buyer or Seller may terminate this Agreement by written notice to the other unless Seller agrees to modify its preliminary mass grading plan to the satisfaction of Buyer prior to the expiration of twenty (20) days from the date of Buyer’s disapproval. The approval of the preliminary mass grading plans by Buyer and Seller shall constitute the final approved mass grading plans relating to the Property.

Seller, at Seller’s sole cost and expense, shall be responsible for contracting and paying for the mass grading of Phase 1A of the Development Property, including the Property, no later than November 1, 2021. The parties agree that the cost of mass grading the Property is included in the Buyer’s Grading Costs.. Buyer shall not be responsible for any further or additional costs relating to implementation or construction of the aforementioned mass grading plan.

It is understood and agreed by the parties that the Property shall not have any on-site regional or other storm water or surface water detention/retention or run off facilities. Seller or the SID formed by Seller, at its cost and expense, shall be responsible for designing and constructing any required surface water runoff and stormwater detention facilities on the Subdivision pursuant to applicable design standards, rules and ordinances, that will accommodate water quality, the surface water runoff and/or stormwater that drains from the Property to the Subdivision, including all future buildings, improvements and hard surfaces constructed thereon.

The cost of any stormwater detention facilities or basins shall be included in the costs for public infrastructure improvements for the Subdivision and reimbursed through general obligation taxes or special assessments. At Closing, Seller shall execute and deliver to buyer, without additional consideration or payment, a stormwater drainage and detention easement, in substantially the form shown on Exhibit "C", attached hereto and incorporated herein by this reference as though set forth in full. Responsibility for the on-going maintenance and repair of any detention facilities located on the Subdivision shall rest entirely with the Seller, or its successors and assigns, and Buyer shall have no responsibility or obligation for any maintenance and/or repair of any detention facilities. Seller further agrees that neither Buyer nor the Property shall be obligated to pay any dues or general or special assessments relating to any off-site detention/retention facilities. Buyer is responsible for any surface water runoff and/or stormwater from the Property that does not drain to the Subdivision.

At Closing, Seller shall execute and deliver to Buyer, without additional consideration or payment, a temporary access and construction easement across the Subdivision to provide access, ingress and egress to and allow construction on the Property, in substantially the form shown on Exhibit "D", attached hereto and incorporated herein by this reference as though set forth in full. This easement shall exist in perpetuity in favor of Buyer until the property on which the nonexclusive access easement is granted is constructed as a public roadway, or until such time as other public roadways are constructed providing access to Property.

6. Inspections; Feasibility Period. Prior to the Closing Date (the "Feasibility Period"), Buyer and its representatives shall have the right to enter upon Phase 1A of the Development Property at any reasonable time to make any borings, surveys, studies, inspections, and other tests including a Phase 1A environmental assessment, floodplain analysis, geotechnical investigation, soil tests, and wetlands analysis, ("Tests") to determine the suitability of the soil and the Property for any development contemplated by Buyer and to determine whether the Property contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems. It is the intention of the Parties that if Tests indicate that the Property may contain hazardous substances, Buyer shall have the right to rescind the Agreement as provided herein. Any borings or temporary excavations shall be refilled by Buyer as promptly as the same shall have served their purpose. If in Buyer's sole judgment, such Tests indicate or determine that the Property is not suitable for the use contemplated by the Buyer, or that the Property contains any hazardous materials or substances, then Buyer may rescind this Agreement by written notice to Seller. If Buyer fails to terminate this Agreement on or before the expiration of the Feasibility Period, then Buyer shall be deemed to have waived such contingency. Nothing stated herein shall be deemed to grant Buyer the authority to bind the Property with any construction liens related to the testing contemplated hereunder or for any other work related to the Property prior to Closing, and the Parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Seller represents to Buyer that it has no actual knowledge of any existing or past hazardous material or other environmental hazards affecting the Property. Prior to Closing, Seller shall furnish to Buyer copies of any environmental assessments or audits, soil test results of other environmental information in Seller's possession or control regarding the Property. In the event that this transaction does not close for any reason, Buyer shall return all such environmental information to Seller, and if such failure to close is not due to the fault of Seller, Buyer shall provide Seller with copies of any such audits obtained by Buyer pursuant to Paragraph 6 hereof.

Only to the extent allowed by law, Buyer hereby agrees, at its sole cost and expense, to indemnify, defend and hold Seller harmless against any loss, liability, damage, expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) to the extent caused by Buyer's entry onto Phase 1A of the Development Property or conducting or performing any of the Tests, which obligation of Buyer shall survive any termination of this Agreement prior to each Closing.

7. Real Estate Taxes and Special Assessments. All general real estate taxes on the Property which become delinquent in the year in which Closing occurs shall be prorated as of the Closing Date based on the amount of prorated real estate taxes for the entire tax parcel multiplied by the percentage derived by dividing the number of square feet contained in the Property by the number of square feet contained in Phase 1A of the Development Property as a whole with an equitable adjustment for any improvements that affect taxes. To the extent applicable to any part of this transaction, Seller and Buyer agree to use their best efforts to utilize Buyer's sale tax exemption status as permitted under the law for any and all conditions that the sales tax exemption status is applicable.

8. Marketable Title; Condition of Property. Seller represents and warrants to Buyer that Seller will be the lawful owner of Phase 1A of the Development Property at the time of Closing and will have marketable title in fee simple to the Property, free and clear of all liens and encumbrances except those of record on the date hereof and as set forth in the Final Plat of Phase 1A of the Development Property or any portion thereof and including the Property and special assessments to be levied by the sanitary and improvement district to be formed for the purposes installing the public infrastructure to serve the Property; that there are no unpaid bills for labor or materials for any improvement or repair of the Property; nor any agreement or order for any such labor or materials that could give rise to a construction lien or other lien against the Property.

Seller represents and warrants to Buyer now and on the date of Closing that:

a. Seller is now and on the Date of Closing will be duly organized under the laws of the State of Nebraska, and in good standing and qualified as such in the State of Nebraska as appropriate.

b. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will have been taken by Seller, and this Agreement will constitute a valid and binding agreement of Seller enforceable in accordance with its terms.

c. No judgment is issued or outstanding against Property or Seller. No litigation, action, special assessment, charge, lien, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court or governmental body, department, or agency of any kind, or to the knowledge of Seller threatened, to which Seller or the Property is a party which might reasonably result in any material adverse change in the prospects, development or condition of Property. Seller does not know of any basis for

such claim, litigation, action special assessment, charge, lien, suit judgment, proceeding, or investigation.

d. Except for the governmental approvals, subdivision, and final plat described in Section 4, Seller will not further sell, encumber, convey, assign or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor take or cause to be taken any action which adversely affects the use of the Property at any time between the effective date of this Agreement and (i) Closing, or (ii) the earlier termination of this Agreement pursuant to its terms. Seller additionally hereby represents and warrants that no rights-of-first refusal or similar agreements exist in connection with the Property which would in any way interfere with Buyer's ability to purchase the Property as provided herein, or which are in any way in contravention of the spirit and intent of this Agreement, nor do any exclusive use provisions, use restrictions or other restrictions affect the Property other than those that are properly recorded in the public records of the county in which the Property is located.

e. Seller has not received notice of any violations of law, municipal or county ordinances, or other regulatory legal requirements with respect to the Property, or with respect to the use, occupancy or construction thereon.

f. To Seller's knowledge (i) no landfill was deposited on, or taken from, the Property, (ii) no construction debris or other debris (including, without limitation, rocks, stumps, or concrete) was buried upon any of the Property, and (iii) no toxic wastes or hazardous materials, substances, or wastes were deposited on the Property. As used herein, toxic materials or hazardous wastes, hazardous substances or hazardous materials shall include asbestos and the group of organic compounds known as polychlorinated biphenyls, and any substances or materials that are regulated, controlled or prohibited under the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 690, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or any similar state law or local ordinance or any other environmental law, the Federal Water Pollution Control Act, 33 U.S.C. § 1251, the Clean Air Act, 42 U.S.C. § 7401, the Toxic Substances Control Act ("TCSA"), 15 U.S.C. § 2601, or any similar state law or local ordinance, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

g. To Seller's knowledge no part of the Property is located within a one hundred (100) year flood plain nor does any part of the Property contain wetlands.

h. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code § 1445(F)(3), nor is the sale of the School Property subject to any withholding requirements imposed by the Internal Revenue Code including, but not limited to, Section 1445 thereof.

9. Risk of Loss. This Agreement shall not be deemed to convey title to the Property to Buyer. Any risk of loss to the Property shall be borne by Seller until title is conveyed to Buyer.

10. Closing. The transaction contemplated by this Agreement shall be consummated by and between Buyer and Seller no later than the later occurring of the following: (a) thirty (30) days following the recording date of the Final Plat of the Subdivision that creates the Property, or (b) one-hundred twenty (120) days after the Effective Date (the "Closing" or "Closing Date"). In the event there are defects in Seller's title which have not been cured by the Closing Date, then the Closing Date shall be postponed to allow Seller to correct title defects as provided in Section 3, above. Except as otherwise provided in this Agreement, Seller shall be responsible for the following costs at Closing: (a) costs for preparation of the Deed; (b) one-half (1/2) of the total for escrow fees, if any; (c) one-half (1/2) of the cost of a standard owner's title insurance policy; (d) Seller's attorneys' fees, if any; and (e) costs for formation and governance of SID. Buyer shall be responsible for the following costs at Closing: (a) costs for recording the Deed; (b) one-half (1/2) of the total for escrow fees, if any; (c) one-half (1/2) of the cost of a standard owner's title insurance policy; (d) cost to obtain any extended coverage in or any endorsements to the owner's title insurance policy; (e) costs of Tests, if any; and (f) Buyer's attorneys' fees. Each party shall bear its own costs required to perform such party's obligations under this Agreement.

11. General Warranty Deed. At Closing, Seller shall convey the Property to Buyer by general corporation warranty deed, free and clear of any and all liens and encumbrances, except those instruments of record as of the Effective Date of this Agreement and any special assessments to be levied in accordance with Section 2, above; provided; however, the conveyance shall be subject to the terms and conditions of the Repurchase Agreement, which shall be executed and delivered at Closing.

12. [omit]

13. Buyer's Closing Contingency. Buyer's obligation to consummate this transaction is contingent upon Seller complying with all obligations contained herein.

14. Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered upon (i) deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested or Express Mail, or (ii) delivery prepaid to Federal Express or other overnight delivery service for next-day delivery, addressed to the Parties at the respective addresses set forth below or at such other addresses as may be later specified by written notice delivered in accordance herewith, or (iii) facsimile addressed to the Party at the facsimile number set forth below and mailing in the manner set forth in (i) above, or (iv) other electronic means to such electronic address as provided by the Parties and mailing in the manner set forth in (i) above):

If to Seller:

Oakleaf Development, LLC  
3803 North 153<sup>rd</sup> Street, Suite 201  
Omaha, Nebraska 68116

Attn: Gene Graves  
Email: [genegraves@gmail.com](mailto:genegraves@gmail.com)

With Copy to: Larry A. Jobeun  
Fullenkamp Jobeun Johnson & Beller, LLP  
11440 West Center Road, Suite C  
Omaha, NE 68144  
Email: [larry@fjjblaw.com](mailto:larry@fjjblaw.com)

If to Buyer: Springfield Platteview Community Schools  
Attn: Superintendent of Schools  
14801 S. 108th Street  
Springfield, Nebraska 68059

With Copy To: Derek A. Aldridge  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 S. 13th Street, Suite 1400  
Lincoln, NE 68508  
Email: [daldridge@perrylawfirm.com](mailto:daldridge@perrylawfirm.com)

15. No Broker's Commissions. Seller and Buyer represent and warrant to each other that, other than the Brokers they have dealt with, no other brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees. The Parties acknowledge that Eugene Graves, Jr. is a licensed real estate broker in the State of Nebraska and is representing Seller in this transaction, but is not and will not be receiving a commission from Buyer or Seller in this transaction.

16. Survival. These terms and conditions of this Agreement shall survive Closing and shall not be deemed to be merged into any document delivered at Closing. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the Parties hereto. Buyer may not assign this Agreement without the prior written consent of the other party.

17. Time is of the Essence. Time is of the essence for purposes of this Agreement.

18. Holidays. If any date for the performance of any matter set forth in this Agreement falls on a Saturday, Sunday or legal holiday, then that date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

19. Section Headings. The headings assigned to various portions of this Agreement are for convenience only and shall not alter the substance of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts and each shall be deemed to constitute an original for all purposes.

21. Interpretation. Buyer and Seller hereby acknowledge that each has been represented by legal counsel in the negotiation, execution and implementation hereof; and accordingly, the terms or provisions hereof shall be interpreted and construed in a commercially reasonable manner and not against the interests of the drafter of this Agreement.

22. Electronic Signatures and Initials. Facsimile and electronic signatures and initials on this Agreement and Exhibits shall be binding and enforceable.

23. Amendment. This Agreement may be amended or modified only by a written document executed by Buyer and Seller.

24. Insufficiency of Description. Seller and Buyer acknowledge that the legal description contained in this Agreement may be or is technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Buyer confirm onto one another that notwithstanding said insufficiency, they desire to proceed to create this Agreement and obtain a survey plat at a later date. Therefore, since the parties are desirous of executing this Agreement and to herein provide certain rights to demand and successfully enforce performance and insure such rights are not precluded due to the legal description of the Property which is the subject hereof, Seller and Buyer agree that (i) they are experienced in transactions of the nature provided for in this transaction; (ii) that, in fact, they specifically are familiar with the location of the Property as is the subject of this Agreement; and (iii) each hereby waive any and all rights in a cause of action for performance hereunder to claim that performance should not or cannot be deemed, ordered or enforced for want of a legally sufficient and enforceable description of the Property that is the subject of this Agreement.

25. Excusable Delays. In the event that Seller's performance of any of its obligations hereunder shall be delayed by any unusually severe weather, accident, act of God, fire, explosion, civil disturbance, strike or other labor unrest, judicial or administrative intervention, or any other cause beyond the reasonable control of Seller (an "Excusable Delay"), the time for Seller's performance of such obligations shall be extended by a period of time equal to the delay caused by the Excusable Delay.

26. Default. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and shall provide written notice to the defaulting party specifying the nature thereof and detailing the reasons for the default. The defaulting party shall have ten (10) days after receipt of such notice to cure the default, provided, however, in the case of a default that cannot in the exercise of reasonable diligence be cured within such ten (10) day period, the defaulting party shall have a reasonable time beyond such ten (10) day period to cure the same with the exercise of reasonable diligence not to exceed ninety (90) days after receipt of notice unless otherwise mutually agreed. If any of the events of default set forth in this Agreement shall occur and the defaulting party fails to cure the same within the express curative time period herein provided, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any

remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

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

OAKLEAF DEVELOPMENT, LLC, a Nebraska  
Limited Liability Company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SARPY COUNTY SCHOOL DISTRICT  
No. 77-0046, a/k/a SPRINGFIELD PLATTEVIEW  
COMMUNITY SCHOOLS, a political subdivision  
of the State of Nebraska,

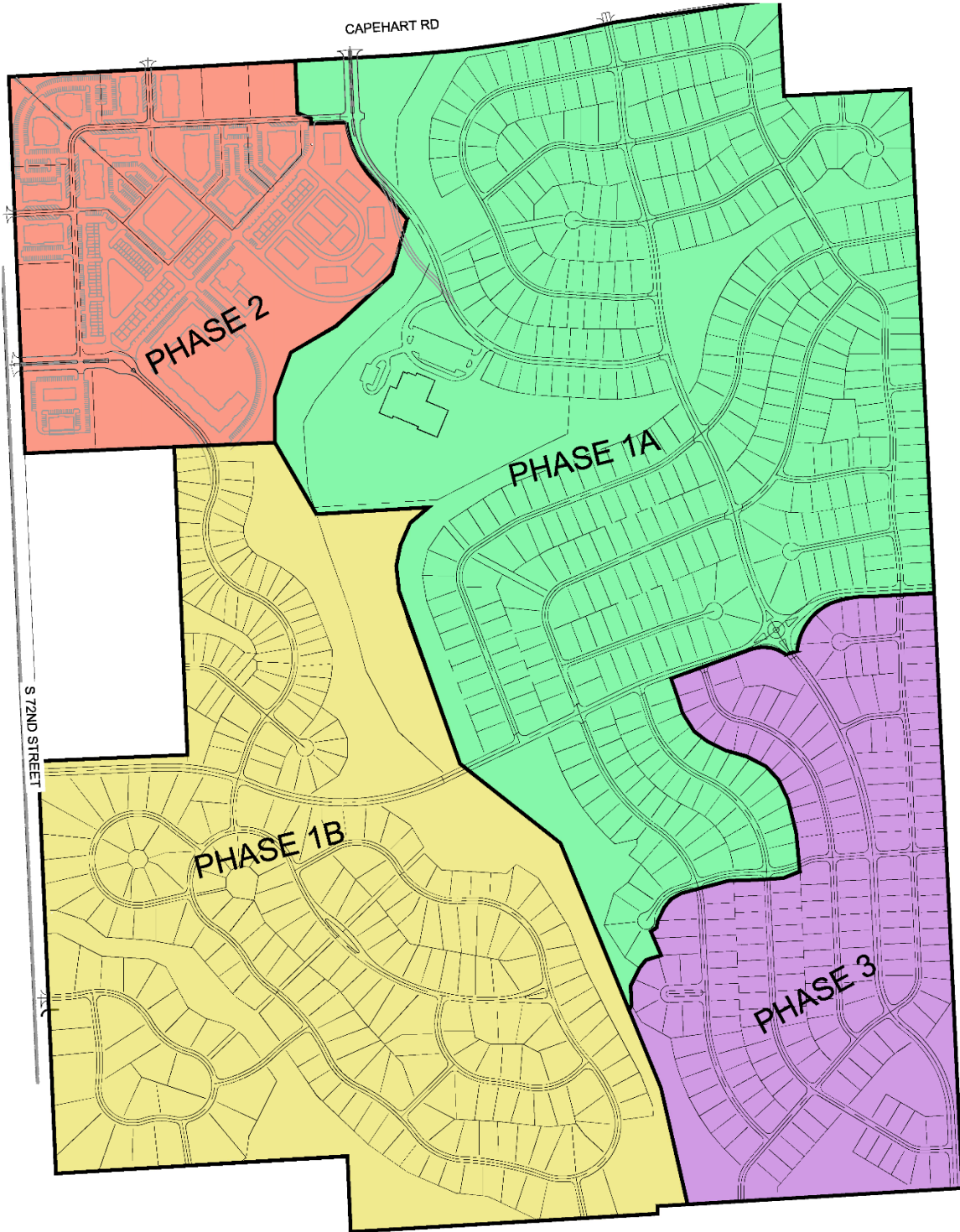
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**DIAGRAM AND LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY  
(Page 1 of 2)**



**EXHIBIT "A"**

**DIAGRAM AND LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY  
(Page 2 of 2)**

**[Legal description to be inserted before closing]**

**EXHIBIT "B"**  
**DIAGRAM AND LEGAL DESCRIPTION OF THE PROPERTY**  
**(Page 1 of 2)**



**EXHIBIT "B"**  
**DIAGRAM AND LEGAL DESCRIPTION OF THE PROPERTY**  
**(Page 2 of 2)**

**[Legal description to be inserted before closing]**

**EXHIBIT "C"**  
**FORM OF NONEXCLUSIVE STORMWATER DRAINAGE AND DETENTION**  
**EASEMENT**

Return filed document to:  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 S. 13th Street, Suite 1400  
Lincoln, NE 68508

**NONEXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENT**

OAK LEAF DEVELOPMENT, LLC, a Nebraska limited liability company, "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration, does hereby create, establish and grant to SARPY COUNTY SCHOOL DISTRICT 77-0046, also known as SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS, a Nebraska public school district and political subdivision, "Grantee", for its benefit and the benefit of its successors and assigns, a permanent nonexclusive easement in, over and through the real property legally described as:

*See attached Exhibit "A" ("Easement Premises")*

permitting the full and free use of the Easement Premises for the purpose of conveying and detaining surface water runoff and/or stormwater from the real property owned by the Grantee and described as:

*See attached Exhibit "B" ("Benefited Property").*

This easement shall be subject to the following terms and conditions:

- (1) The sole rights granted herein are the nonexclusive rights to use the Easement Premises for the purpose of conveying and detaining surface water runoff and/or stormwater from the Benefited Property into a detention facility, existing drainage channel, or newly created drainage channel on the Easement Premises.
- (2) Grantor shall be responsible for constructing, at its cost, surface water runoff and stormwater detention facilities on the Easement Premises pursuant to the design standards, rules and ordinances of the City of \_\_\_\_\_, Nebraska, that will accommodate the surface water runoff and/or stormwater that drains from the Benefited Property to the Easement Premises, including all future buildings, improvements and hard surfaces constructed thereon. Responsibility for the on-going maintenance and repair of the Easement Premises and all detention facilities located thereon shall rest with the Grantor and no responsibility thereof shall accrue to the Grantee. Grantee is responsible for conveying stormwater using best management practices from the School Site to the detention facility, if completed, or to either the existing drainage channel or the drainage channel specified by the current Project Engineer for both the Grantor and Grantee on the Surrounding Jensen Property if the detention facility has not been completed. Grantee shall be responsible for preparing plans showing how stormwater and/or surface water runoff will be conveyed from the Benefited Property to the Easement Premises for review and approval by Grantor prior to grading and construction as provided herein.
- (3) This easement shall be permanent and shall be appurtenant to and run with the Easement Premises and the Benefited Property.
- (4) Grantor shall 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.

- (5) Grantor covenants that it is the owner of the Easement Premises and has legal right, title and capacity to grant the access easement granted herein.

IN WITNESS WHEREOF this easement has been executed on this \_\_\_ day of \_\_\_\_\_, 2021.

“Grantor”

OAK LEAF DEVELOPMENT, LLC, a Nebraska limited liability company,

\_\_\_\_\_  
Gene Graves, Manager and Member

“Grantee”

SARPY COUNTY SCHOOL DISTRICT 77-0046, a/k/a Springfield Platteview Community Schools, a Nebraska public school district and political subdivision

\_\_\_\_\_

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by Gene Graves, Manager and Member of Oak Leaf Development, LLC, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF SARPY            )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools.

\_\_\_\_\_  
Notary Public

**Exhibit "D"**  
**FORM OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT**

Return filed document to:  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 S. 13th Street, Suite 1400  
Lincoln, NE 68508

**TEMPORARY ACCESS AND CONSTRUCTION EASEMENT**

OAKLEAF DEVELOPMENT, LLC, "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant, convey and assign to SARPY COUNTY SCHOOL DISTRICT 77-0046, also known as SPRINGFIELD PLATEVIEW COMMUNITY SCHOOLS, a Nebraska public school district and political subdivision, "Grantee", for its benefit and the benefit of its successors and assigns, a right, privilege and easement of reasonable access, ingress, and egress and to construct and development improvements on, in, over, through and under the parcels of land described as follows (the "Premises"):

*See attached Exhibit A*

TO HAVE AND TO HOLD unto said Grantee, its employees, contractors, agents and invitees, together with the right of ingress and egress to and from said Premises, for the purpose of access, ingress, egress, testing, inspecting, constructing and developing improvements. Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to pavement, structures, buildings, soils, sod, grass, shrubbery, crops, vines and/or trees within the easement area as necessary. Grantee shall repair any damage caused to the Premises by virtue of Grantee exercising its easement rights in and to the Premises.

IN WITNESS WHEREOF this easement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2021.

"Grantor"

OAK LEAF DEVELOPMENT, LLC, a  
Nebraska limited liability company,

\_\_\_\_\_  
Gene Graves, Manager and Member

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Gene Graves, Manager and Member of Oak Leaf Development, LLC, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public



***Future Planning  
February 8, 2021***

- 2/22/21 Board Work Session 7 PM
- 2/24/21 NASB Subgroup feedback on new superintendent (Nichole's schedule)
- 3/1/21 NASB Legislative Lunch (Virtual) 12 PM
- 3/8/21 Americanism 6 PM  
Finance Committee 6:30 PM  
Regular Meeting 7 PM
- 3/15-19/21 Spring Break
- 3/22/21 Board Work Session 7 PM/ 4th Quarter Begins

**Major Calendar Dates:**

- NSBA Virtual National Conference April 8-10
- NASB Budget and Finance Workshop- Lincoln- April 20; 5:30 to 8:30 PM
- Prom- Friday, May 14 8 PM- Sumtur Amphitheatre
- Graduation- Sunday, May 23 at 1 PM
- Recognition Banquet- working on virtual event
- Last Day of School- Wednesday, May 26 (students)