



DESIGN BUILD AGREEMENT

This Design Build Agreement is made and entered into by and between McNeil & Company Builders, L.L.C. (herein the "**McNeil**") and John and Jacqueline Ostronic (herein the "**Client**").

McNeil is in the business of designing and building custom homes in and near the city of Omaha, Nebraska. McNeil owns the following residential lot (herein the "**Lot**"):

Address: Lot #8 Heartwood Estates 1672 South 150th Avenue, Omaha, NE 68144

Client desires to purchase the Lot, and to have McNeil design and build a Residence (herein the "**Residence**") on the Lot. Client and McNeil have entered into this Design Build Agreement for the purpose of evidencing their understanding of the design of the Residence and purchase of the Lot.

IN CONSIDERATION WHEREOF, Client and McNeil agree:

1. **Purchase Price.** At closing, Client shall purchase from McNeil and McNeil shall sell to Client the Lot for a purchase price of **Three Hundred Twenty-Five Thousand and 00/100 dollars (\$325,000.00)**, provided that the closing of the lot occurs on or before **March 1, 2026**. If the Lot purchase is not closed by **March 1, 2026**, there may be additional amounts added to the purchase price to cover changes in market value, taxes, insurance, carrying costs, and mowing expenses.
2. **Warranty Deed.** McNeil shall transfer the Lot to Client by warranty deed, free and clear of all liens, encumbrances, restrictions and conditions other than easements, covenants and restrictions which are consistent with the use of the Lot for residential purposes. At least five (5) days prior to closing, McNeil shall deliver a commitment for title insurance, under which the title insurer shall commit to insure title to the Lot in the condition required by this Agreement for benefit of Client. The title insurance shall be for an amount equal to the purchase price of the Lot. The cost of title insurance purchased in connection with the Client's acquisition of the Lot shall be paid by Client.

The Real Estate Settlement Procedures Act 14 U.S.C. 2601 et.seq. and regulations provide that if the Buyer pays any part of the title insurance premium, the Seller cannot require that a particular title insurance company be used and the Buyer may select the title company to be used. Buyer directs that the title insurance and escrow closing be performed by Missouri River Title.

3. **Retainer.** Concurrent with the execution of this Agreement, Client deposited with McNeil, the sum of **Twenty Thousand and 00/100 Dollars (\$ 20,000)** \$4.00/ sf of the Residence (based on 5000 total SF). McNeil shall use the retained funds to pay or reimburse McNeil's charges for services in working on the preliminary Residence design as follows: President - \$175/hr. V.P. Design - \$150/hr. Senior Designer / Project Manager - \$105/hr. Designer \$90/hr. CAD Technician \$75/hr. and for actual costs, deposits, and expenses paid by McNeil with respect to the Lot. In the event the parties do not enter into a Residential Building Agreement, any additional charges for services and expenses over and above the Preliminary Design Fee shall be billed to the Client, and any excess funds shall be returned to the Client. The Client shall have the right to terminate this Agreement at any time, with seven (7) days written notice to McNeil. Any portion of the Preliminary Design Fee which has otherwise not been applied to the charges for services rendered by McNeil, shall be returned to the Client. In the event the parties do enter into a Residential Building Agreement, the total cost of the Preliminary Design Deposit and Fee will apply to the total Construction document Design Fee as described in Article 4.
4. **Construction Document Design Fee.** Promptly after execution of this Agreement, McNeil shall obtain a survey of the Lot and work together with the Client to develop a preliminary plan and budget for construction of the Residence. Upon approval of the preliminary plans and construction budget there will be a total Construction Document Design Fee to reimburse McNeil's charges for services at the hourly billable rates described in Article 3 and for payments to any consulting firms (engineering, soil exploration, surveying, etc.). The final design invoice will be based on the balance due of (and not to exceed) 6% of the Final Estimated construction cost of the Residence (less sitework allowances such as landscaping etc.), to complete the construction documents which will be invoiced monthly as plans progress (herein collectively the "Construction Documents"). Upon approval of the Plans and Final Estimate by Client, Client and McNeil shall enter into a mutually satisfactory Residential Building Agreement. Three Dimensional renderings may be provided for an extra cost (if requested by Client) calculated at an additional rate of \$95.00/hr.

Design time required, after the Residential Building agreement is approved, will be billed at an hourly rate. This includes shop drawing review, plan changes, material selections, assistance with interior design selections, etc.

5. **Plans, Drawings, and Specifications.** All plans, drawings and specifications prepared or compiled by McNeil shall be and remain the property of McNeil, whether or not the Client enters into a Residential Building Agreement with McNeil. However, if Client does not enter into a Residential Building Agreement with McNeil, the Client shall be permitted to retain a digital pdf plan for information and reference in connection with the Client's use and occupancy of the Residence. The Client shall not use or allow the use of plans, drawings and specifications on any other residence or lot, except with the written consent of McNeil, which is typically given for an additional design fee.
6. **McNeil's Conditions to Sale.** The obligation of McNeil to sell the Lot to Client is conditioned upon Client's entering into a Residential Building Agreement with McNeil for construction of the Residence on the Lot, and upon satisfaction of the "Preliminary Matters" to be set forth in Article II of the Residential Building Agreement. In the event Client has not entered into a Residential Building Agreement or the Preliminary Matters set forth in the Residential Building Agreement have not been satisfied or waived within one ninety (90) days after closing of the Lot, McNeil may at

any time terminate this Purchase Agreement by five (5) days written notice to Client and repurchase the Lot at the original purchase price less a transaction fee (equal to 1 ½% of the original purchase price) to cover McNeil's costs associated with the Lot and closing transactions. Repurchase of Lot shall occur within sixty (60) days of the written notice to Client.

7. **Closing.** Closing of the purchase of the Lot shall be held on a date as may be mutually agreeable to McNeil and Client prior to the start of construction. All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of closing. The Seller shall pay any State Documentary Tax or revenue on the deed. Buyer and Seller acknowledge and understand that an Escrow Agent may handle the closing of the sale. The closing fee shall be equally divided between Buyer and Seller unless Buyer is obtaining a V.A. or F.H A. loan, then Seller shall pay the charge for the escrow closing.
8. **Miscellaneous.** This Design Build Agreement shall be binding on the parties and their respective heirs, successors and assigns. This Design Build Agreement may not be amended or modified except by written agreement, signed by McNeil and Client. The invalidity of any provision of this Agreement shall in no way impair or affect the remaining provisions of the Agreement. This Design Build Agreement shall be construed in accordance with the laws of the State of Nebraska.
9. **Other.** McNeil shall be credited in advertising and other promotional materials, where appropriate, and shall be entitled to receive appropriate awards for said project. McNeil shall have the right to photograph residence for reference and marketing purposes. McNeil shall be entitled to display an appropriate sign on the job site.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date and year first above written.

McNeil & Company Builders, L.L.C., a Nebraska Limited Liability Company

Patrick Kirby, President

Dated

Client:

John Ostronic

Dated

Jacqueline Ostronic

Dated