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*MAIL*  
AFTER RECORDING, RETURN TO: DaNay Kalkowski, 1111 Lincoln Mall, Suite 350, Lincoln, NE 68508

## AGREEMENT TO RELEASE AND RELINQUISH FOR ANNEXATION

This Agreement to Release and Relinquish for Annexation ("Agreement") is entered into by and between Rural Water District No. 1, Lancaster County, Nebraska, a rural water district formed under the provisions of Neb. Rev. Stat. §46-1001 et seq. ("Rural Water District") and Rokeby Holdings, Ltd., a Nebraska limited liability partnership ("Developer").

### RECITALS

A. Developer holds title to the real estate comprised of approximately two hundred forty-three (243) acres and generally located near 70<sup>th</sup> Street and Rokeby Road, Lincoln, Nebraska and legally described on Exhibit "A", which is attached hereto, made a part hereof, and hereinafter referred to as the "Property."

B. The Property is located within the boundaries of the Rural Water District pursuant to the Resolution of the Lancaster County Board on May 8, 1973 and by Resolution of the Lincoln City Council on April 16, 1973.

C. Pursuant to the provisions of 7 U.S.C. 1926(b) and prior to the annexation of the Property, the Rural Water District adopted a policy allowing for release of geographical areas within the boundaries of the Rural Water District in exchange for payment compensating the Rural Water District for its loss of revenue from existing or potential customers annexed into the City of Lincoln.

D. The Rural Water District and the City of Lincoln, Nebraska ("City") entered into an agreement regarding the payment of annexation fees at the time of parcels of land located within the corporate boundaries of the Rural Water District as proposed for annexation into the City herein after referred to as the "City/Rural Water District Annexation Agreement."

E. The Rural Water District and the Developer have agreed to enter into this Agreement pursuant to the City/Rural Water District Annexation Agreement on the condition that the City approves the annexation of the Property into the City pursuant to an annexation agreement proposed by the Developer between the City and Developer herein after referred to as "City/Developer Annexation Agreement."

NOW THEREFORE, in consideration of the promise of the Rural Water District to release the property for annexation and the promise of the Developer to tender payment in the amount of Seventy-six Thousand Five Hundred Forty-five Dollars (\$76,545.00), the Rural Water District and the Developer agree as follows:

1. On the condition and at the time the City approves the annexation of the property into the City this Agreement shall become effective and shall result in the release of the property from the corporate boundaries of the Rural Water District and the Developer shall be obligated to tender payment to the Rural Water District in the amount of Seventy-six Thousand Five Hundred Forty-five Dollars (\$76,545) pursuant to the City/Rural Water District Annexation Agreement.

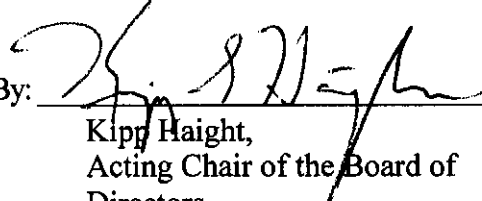
2. The Rural Water District acknowledges that this Agreement was presented for approval to its board of directors on December 10, 2014 and as a result thereof the amounts payable pursuant to the City/Rural Water District Annexation Agreement provisions relative to the amount of the Annexation Fee payable by the Developer to the Rural Water District shall be governed by the fees in effect as of December 10, 2014.

3. An original, executed and acknowledged copy of this Agreement shall be recorded with the office of Register of Deeds of Lancaster County, Nebraska and indexed against the property.

4. This Agreement shall be binding upon and enure to the benefit of the respective parties and their successors and assigns.

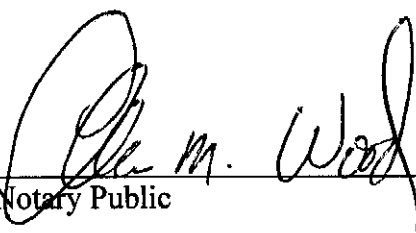
IN WITNESS WHEREOF, the parties hereto have caused to be executed by their duly authorized officers or agents this Agreement on the dates set out beside the signature of their respective authorized officers or agents.

RURAL WATER DISTRICT NO. 1,  
LANCASTER COUNTY, NEBRASKA

By:   
Kipp Haight,  
Acting Chair of the Board of  
Directors

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 10<sup>th</sup> day of December, 2014, by Kipp Haight, Acting Chairman Board of Directors of Rural Water District No. 1, Lancaster County, Nebraska on behalf of the Rural Water District.

  
Notary Public



ROKEBY HOLDINGS, LTD., a Nebraska limited partnership

By: ROKEBY GP, LLC, a Nebraska limited liability company

By: SOUTHVIEW, INC., a Nebraska corporation, Member

By:   
Thomas G. Schleich, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 29 day of December, 2014, by Thomas G. Schleich, President of Southview, Inc., a Nebraska corporation, Member of Rokeby GP, LLC, a Nebraska limited liability company, General Partner of Rokeby Holdings, Ltd., a Nebraska limited partnership, on behalf of the limited partnership.



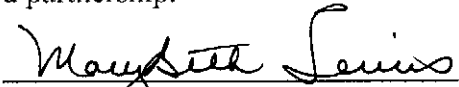
  
Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 68, Irregular Tracts in the Southwest Quarter (SW1/4) of Section 27, Township 9 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska ("Lot 68").

Lot 38, Irregular Tracts in the Southeast Quarter (SE1/4) of Section 27, Township 9 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska ("Lot 38").

Lot 13, Irregular Tracts in the Northwest Quarter (NW1/4) of Section 34, Township 9 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska ("Lot 13").

Lot 15, Irregular Tracts in the Northwest Quarter (NW1/4) of Section 34, Township 9 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska ("Lot 15").

## RECEIPT

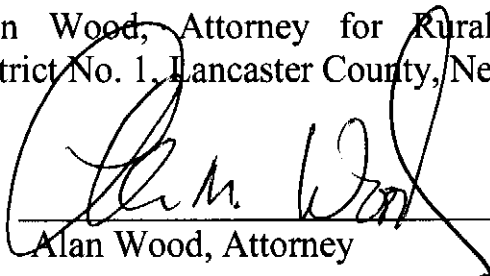
The undersigned hereby acknowledges on behalf of Rural Water District No. 1, Lancaster County, Nebraska ("Water District") receipt of the following:

- 1) One fully executed Agreement to Release and Relinquish for Annexation; and
- 2) Payment from Rokeby Holdings, Ltd. to the Water District in the amount of Seventy-six Thousand Five Hundred Forty-five Dollars (\$76,545.00) per Check No. 1139.

Dated this 3<sup>rd</sup> day of February, 2015.

Alan Wood, Attorney for Rural Water  
District No. 1, Lancaster County, Nebraska

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

  
Alan Wood, Attorney