



AFTER RECORDING, PLEASE RETURN TO: THOMAS G SCHLEICH
8020 O STREET
LINCOLN, NE 68510

AGREEMENT TO RELEASE AND RELINQUISH FOR ANNEXATION

This Agreement to Release and Relinquish for Annexation ("Agreement") is entered into this 13th day of February, 2013, 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. ("District"), and Rokeby Holdings, LTD, a Nebraska limited partnership, hereinafter referred to as "Owner."

RECITALS

- A. Owner holds title to the real estate making up the Talcott Estates Community Unit Plan, more specifically described on Exhibit "A," which is attached hereto and made a part hereof, containing 22.87 acres, more or less, and hereinafter referred to as the "Property;"
- B. The Property is located within the boundaries of the District pursuant to the Resolution of the Lincoln City Council dated April 16, 1973, and pursuant to the Resolution of the Lancaster County Board dated May 8, 1973;
- C. The Owner is developing the Property for residential purposes and, in connection therewith, is desirous of securing the annexation of the Property into the City of Lincoln, Nebraska, ("City");
- D. The parties acknowledge that the provisions of 7 U.S.C. 1926(b) protect the District from loss of areas within its boundaries and further protect the District from the loss of revenue as the result of municipal annexation; and
- E. The parties are entering into this Agreement as a means of (1) securing annexation of the Property into the District, (2) compensating the District for its loss of existing or potential customers located within the boundaries of the Property, and (3) releasing the Owners from any potential liability either to the City or the District which may arise under the provisions of 7 U.S.C. 1926(b).

Handwritten notes:
#28.00
CUD
CUD

Handwritten initials: CUD

NOW THEREFORE, in consideration of the payment of an annexation fee in the amount of Thirteen Thousand Five Hundred Nineteen Dollars and Forty-Five Cents (\$13,519.45) to the District, the Owner and the District agree as follows:

1. The District shall, upon receipt of the annexation fee as provided herein and further subject to the provisions of Section 2 of this Agreement, (1) relinquish any and all rights, reservations, and franchises that the District holds to exclusively provide water and water services to existing or potential customers owning real estate within the boundaries of the Property and (2) the District shall release the Owner and the City from any liabilities, statutory or otherwise, which may arise as a result of the annexation of the Property into the City.

2. The obligation of the District and the Owner under the terms of this Agreement are subject to and conditioned upon the USDA Rural Development Program giving written authorization for the District to release and relinquish the Property as provided under the terms of this Agreement.

3. Upon receipt of full payment as provided herein and receipt by the District of USDA Rural Development Program written authorization or approval of the release and relinquishment for annexation, an original, executed, and acknowledged copy of the Agreement shall be filed of record with the office of the Register of Deeds of Lancaster County, Nebraska, as binding evidence of the release of the Property for annexation into the City.

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

IN WITNESS WHEREOF, the parties hereto have caused to be executed by their authorized officers or agents this Agreement in multiple copies, each of which shall be deemed an original.

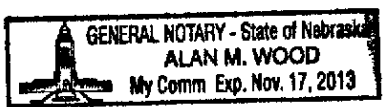
RURAL WATER DISTRICT NO. 1,
LANCASTER COUNTY, NEBRASKA

By: *Mike Stewart*
Mike Stewart, Chair of the Board of Directors

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 13th day of February, 2013, by Mike Stewart, Chairman of the Board of Directors of Rural Water District No. 1, Lancaster County, Nebraska, on behalf of the rural water district.

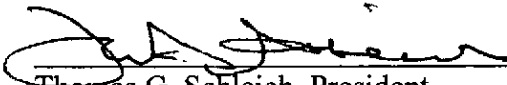
Alan M. Wood
Notary Public



ROKEBY HOLDINGS, LTD, a Nebraska limited partnership

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

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 11 day of February, 2013, 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 partnership.





Notary Public

EXHIBIT "A"

DESCRIPTION OF LOT 25 AND A PORTION OF LOT 14 ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27. THENCE ON AN ASSUMED BEARING OF S 89°57' 47" E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 53.72 TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH 70TH STREET AND THE POINT OF BEGINNING SAID POINT BEING ALSO ON THE SOUTHWEST CORNER OF LOT 25 OF IRREGULAR TRACTS.

THENCE N 5°15'44" W ON THE WESTERLY LINE OF SAID LOT 25 A DISTANCE OF 50.78 FEET.

THENCE S 89°02'42" W ON THE WESTERLY LINE OF SAID LOT 25 A DISTANCE OF 16.30 FEET.

THENCE N 0°15'39" W ON THE WESTERLY LINE OF SAID LOT 25 A DISTANCE OF 219.68 FEET

THENCE N 0°41'29" E ON THE WESTERLY LINE OF SAID LOT 25 A DISTANCE OF 252.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 25.

THENCE N 89°44'34" E ON THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 630.66 FEET.

THENCE S 46°59'42" E ON THE NORTHEASTERLY LINE OF SAID LOT 25 A DISTANCE OF 364.66 FEET.

THENCE S 00°02'42" E ON THE EAST LINE OF SAID LOT 25 A DISTANCE OF 277.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 14.

THENCE S 89°57'47" E ON THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 257.64 FEET.

THENCE S 0°15'43" E A DISTANCE OF 500.00 FEET.

THENCE N 89°57'47" W ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 1107.39 FEET.

THENCE N 0°43'03" E ON THE WEST LINE OF SAID LOT 14 A DISTANCE OF 142.16 FEET.

THENCE N 5°15'44" W AND CONTINUING ON THE WEST LINE OF SAID LOT 14 A DISTANCE OF 359 38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 22.87 ACRES MORE OR LESS.

N/A L69 SW 1/4