

#1213

**AGREEMENT CONCERNING TELEPHONE FACILITIES  
INSTALLED IN LAND DEVELOPMENTS OUTSIDE THE CORPORATE LIMITS,  
CEDAR CREEK, NEBRASKA**

COMPARED

FILED FOR RECORD 11-13-95 AT 10:10A M  
BY 47 (M) FILE 429  
REGISTER OF DEEDS, CASS CO. NE  
Doc # 213 - 1900

This agreement entered into and between Lincoln Telephone Company, Inc. (hereinafter (LT&T)), and Bob L. and Patricia L. Fuxa of Cedar Creek (hereinafter "Developer").

Whereas, Developer is currently developing a new subdivision in Cass County, Nebraska, known as "Fuxa Addition" (hereinafter "Development"), and distribution facilities to the Development.

Whereas, LT&T has agreed to provide such facilities to the Development without a security deposit being paid by the Developer prior to the start of the facility placement, if the developer complies with certain terms and conditions set forth in this document pertaining to charges for the new area of land development.

Now, therefore, the parties hereto agree follows:

(1) This agreement covers a Development which is described as follows: "Fuxa Addition, SW Quarter of Section 32, T13N, -R12E, of the 6th P.M., located in Cass County." Lots ten (10) through twenty-seven (27), ~~Cedar Creek Lakes~~

(2) This development contains the following number of lots: eighteen (18) lots in total. This agreement covers all eighteen (18).

(3) Developer states that it is the owner of the lots listed in Paragraph 2 above, and that if at least sixteen (16) of the lots in the Development are not improved within five years from the date the feeder and distribution facilities are installed in the Development, then the owner at that time of any unimproved lot shall owe LT&T a one-time construction charge of \$511.00 per lot that is unimproved in payment of LT&T's unused facilities. It is understood that a lot shall be considered unimproved if construction of a permanent structure has not commenced on that lot. For purposes of this agreement, construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental body.

(4) Developer agrees that this document will serve as a declaration of covenants pertaining to each and every lot in the development to be filed with the Register of Deeds in the County where the Development is located which contains a notice of assessment for telecommunications facilities furnished to the Development. It is further agreed that such notice shall state that should construction not be commenced on any lot covered by the declaration within five years from the date LT&T files a document with the Register of Deeds, giving notice that the installation of the feeder and distribution facilities for the development has been completed, then each such unimproved lot shall be subject to an assessment payable to LT&T or its successors a one-time construction charge of \$511.00 per lot. It is agreed that such notice shall state that such assessments shall be due and owing immediately upon the expiration of the five-year period, and if such assessment is not paid within sixty days after the sending of written notice by LT&T or its successors to the owner of an unimproved lot in the Development that such charge is due, then said assessment will begin drawing interest commencing upon the expiration of the sixty-day period at the rate of 12 percent per annum or the maximum rate allowed by law if said maximum rate is less than 12 percent per annum at that time.

(5) It is agreed that the assessment described in Paragraph 4 shall be void and nonassessable in the event construction shall have commenced on at least sixteen (16) of the lots covered by such declaration of covenants within five years from the date LT&T files its notice with the Register of Deeds.

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(6) LT&T agrees that upon being furnished satisfactory evidence that a declaration of covenants pertaining to each and every lot in the Development has been filed with the Register of Deeds in the County where the Development is located containing a notice of assessment for telecommunications facilities described in this agreement, LT&T will proceed to install feeder and distribution telecommunication facilities to the new Development without requiring any payment of a security deposit by the Developer prior to installation of the facilities.

Dated this 8th day of November 1995

Lincoln Telephone Company

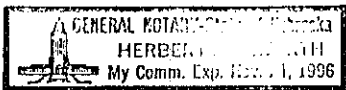
By DeLloyd B. Larsen

Bob L. Fuxa  
(Developer)

Patricia L. Fuxa

STATE OF NEBRASKA, COUNTY OF CASS )) ss.

The foregoing instrument was acknowledged before me this 8th day of November 1995, by Bob L. Fuxa and Patricia L. Fuxa - Owners.

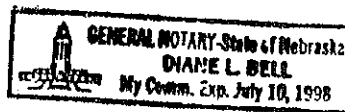


Herbert J. North  
(Notary)

My Comm. Expires:

STATE OF NEBRASKA, COUNTY OF CASS )) ss.

The foregoing instrument was acknowledged before me this 8 day of November 1995, by DeLloyd B. Larsen, Customer Services Director - Lincoln, Telephone Company.



Diane L. Bell  
(Notary)

My Comm. Expires:

7-10-98