

AGREEMENT CONCERNING TELEPHONE FACILITIES
INSTALLED IN LAND DEVELOPMENTS BEFORE JANUARY 27, 1986

INDEXED
PAGE#
GRANT#
GRANT#
TAX#
CHECKED
FEE\$

50-50

This Agreement entered into by and between Northwestern Bell Telephone Company (hereinafter "NWB"), and Heritage Hills Joint Venture (hereinafter "Developer").

WHEREAS, Developer is currently developing a subdivision in Sarpy County, Nebraska, known as Heritage Hills (hereinafter "Development"); and,

FILED SARPY CO. NE.
INSTRUMENT NUMBER

90-10703

WHEREAS, Developer has requested that NWB provide telecommunications feeder and distribution facilities to the Development; and,

90 JUL 31 PM 2:20

WHEREAS, NWB has provided such facilities to the Development without requiring that facility charges be paid present time if the Developer complies with certain terms and conditions set forth in a Stipulation and Agreement that was with and approved by the Nebraska Public Service Commission in Formal Complaint No. FC-1200;

Paul J. Dowling
REGISTER OF DEEDS

Now, therefore, pursuant to said Stipulation and Agreement the parties hereto agree as follows:

(1) This Agreement covers a Development which is described as follows:
Tax Lots 5A, 5B1, 5B2, 6 and 16A and Lot 64; and Tax Lot 3, 4A, 4B and 4C in Northwest Quarter and in the Southwest Quarter of Section 17-14-13 in Sarpy County, Nebraska.

(2) This Development contains the following number of lots:
Ninety-three (93)

(3) The Developer still owns the following lots in the Development: Lots 1 to 93, except the following: 2, 4, 5, 8, 22, 33, 34, 35, 47, 71, 72 and 91. *Lots 80 thru 89, Now known as - Lots 1 thru 7, Heritage Hills Replat. H. J. Lassus*

(4) Developer agrees that if ninety percent of the lots in the Development are not improved by January 27, 1990, then the owner at that time of any unimproved lot that was owned by the Developer on the date of this Agreement shall owe NWB \$450.00 for each lot that is unimproved in payment for NWB'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.

(5) Developer agrees that it shall cause a declaration of covenants pertaining to the lots still owned by the Developer, which lots shall be described in the declaration, to be filed with the Register of Deeds in the county where the Development is located which contains a notice of charge for telecommunications facilities furnished to that Development. It is further agreed that such notice shall state that should construction not be commenced on any lot covered by the declaration then each such unimproved lot shall be subject to a facility charge payable to NWB or its successors in the amount of \$450.00. It is agreed that such notice shall state that such facility charge shall be due and owing immediately on January 28, 1990, and if such charge is not paid within sixty days after the sending of written notice by NWB or its successors to the owner of an unimproved lot in the Development that such charge is due, then said charge will begin drawing interest commencing upon the expiration of the sixty day period at the rate of twelve percent per annum or the maximum rate allowed by law if said maximum rate is less than twelve percent per annum at that time.

(6) It is agreed that the facility charge described in Paragraphs 4 and 5 above shall be void and nonassessable in the event construction shall have commenced on at least ninety percent of the lots in the Development by January 27, 1990.

(7) NWB agrees that upon being furnished satisfactory evidence that a declaration of covenants pertaining to each and every lot in the Development owned by the Developer has been filed with the Register of Deeds in the county where the Development is located containing a notice of charge for telecommunications facilities described in this agreement, NWB will not require any payment of facility charges for installation of the facilities by the Developer except as provided herein. NWB further agrees that upon being furnished satisfactory evidence of such filing the Developer will be considered as having made arrangements for facilities to and within the Development, and NWB's tariff provision which states that a prorata facility charge is applicable to individual applicants on a nonrefundable basis when they apply for telephone service within the Development will not be effective with regard to any individual who applies for telephone service in the Development after January 27, 1986 except as provided herein.

Dated this 13th day of May 1986.

NORTHWESTERN BELL TELEPHONE COMPANY

By Stephen J. McCallister

HERITAGE HILLS JOINT VENTURE
(Developer)

By A. W. [Signature], TRUSTEE