0031

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

INSTABLED	
y National Control of the Control of t	to by and between Northwestern r "NWB"), and CHARLES G. (hereinafter "REXEXANEX").
arad in	to by and between ROLLES G.
This Agreement entered in	r "NWB"), and
Thirs have Company (hereiliar co	r "NWB"), and that the control of th
This Agreement entered in Bell Telephone Company (hereinafte	(hereinafter Nowher owns a portion of the subdivision recommendation of the subdivision recommendation owns a portion of the subdivision recommendation recommendation of the subdivision recommendation
DEXEX DEXEXXXXXXX	braska, known as INSTRUMENT NUMBER
WHEREING'S County, It	94 10710
in Sarpy SUMMERFIELD and.	10 - 2
(hereinafter "Development"); and,	equested that NWB provide on JUL 31 PM 2:28 tribution facilities to the Slag Doubling
(hereinattel Owner	equested that NWB provide of JUL 31 PM 2: 20
WEDEAS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	tribution facilities to
wherehold feeder and dis	ed such facilities to the at facility charges be paid REGISTING DEEDS at facility charges be remained and mplies with certain terms and ation and Agreement that was filed ation and Agreement commission in
telecommunications	to the
neveropmen.,	auch facilities ,; ANDATO THEE
WEDEAS NWB has provide	et facility charges be par
WHERERO,	malies with certain terms and filed
Development with the Developer col	etion and Agreement that was
WHEREAS, NWB has provided by the Development without requiring the Development time if the Developer compresent time if the Developer and Stipul	public Service Commission
conditions in the Neuron	
with and approved by the No. with and approved by the No. FC-1200; Formal Complaint No. FC-1200;	and Agreement
Formal Complaint No.	to said Stipulation and Agra-
fore Duisua;	it to sale .
Now, there agree as foll	nt to said Stipulation and Agreement Lows:
the parties nelect the	nevelopment which is do
This Agreement Co	vers a bove significant as surveyed,
(1) Inis ke	rfield, a subdivision, as surveyed, rfield, a subdivision, as surveyed, ounty, Nebraska (See the lots listed
as follows: A policion sarpy C	ounty, Nebrus
platted and recorded -	
in Dalagraps	
	contains the following number of lots:
INDEXED	the following number
PAGED _ W/ This Development	Contains
(2) This Development 168 lots	
FORCE - AND	
FEE S	: the
84 So	the following lots in the
TVANKATKONENIX XSA	XXXXX OWNS 54 117 121-132, 134-148,
(3) The $\frac{10}{7}$ 10 20-31	MXXXX owns the following lots in the 33-52, 54-117, 121-132, 134-148, 41 Thro 98, Now Known 45
navelopment: 1-3,	4) TAYO 70)
and leplat.	s that if ninety percent of the lots in stat if ninety percent of the lots in wed by January 27, 1990, then the owner and lot that was owned by the Developer shall owe NWB \$450.00 for each lot shall owe NWB \$450.00 for each lot
Sommer proper agree	s that if fillety 7, 1990, then the owner wed by January 27, 1990, the Developer of lot that was owned by the Developer shall owe NWB \$450.00 for each lot shall owe NWB \$450.11ties. It is for NWB's unused facilities.
(4) Developer as impro	ved by January 2, owned by the Developer
the Development are mimprove	ed lot that hap \$450.00 for each 10.
at that time of any unimpression	shall owe woused facilities. It is
on the date of this Agreement	the dot shall was owned by the Developer of the lot that was owned by the Developer of the lot shall owe NWB \$450.00 for each lot shall owe NWB's unused facilities. It is the for NWB's unused facilities. It is the formula to the considered unimproved if construction the considered unimproved if construction the considered unimproved in the lot.
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or a posses of this Agreement;	inspection has been mate governmental
purposes ommenced if a footing	not commenced on the considered as construction shall be considered as construction has been made on the lot in g inspection has been made governmental city or other appropriate governmental
having common officials of the	construction share been made on the lot in goinspection has been made governmental city or other appropriate governmental
question by officer	•

body.

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- (5) Developer agrees that it shall cause a declaration of convenants 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 arrangments 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 172 day of

NORTHWESTERN BELL TELEPHONE COMPANY

(Deexex xxxxxxxX Owner

Charles G. Smith