

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

This Agreement entered into by and between Northwestern Bell Telephone Company (hereinafter "NWB"), and BENCHMARK HOMES, INC., a Nebraska corporation (hereinafter "Developer").

WHEREAS, Developer is currently developing a subdivision in Douglas County, Nebraska, known as Prairie Pointe, Phase I (hereinafter "Development"); and,

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

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

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:

PHASE I OF PRAIRIE POINTE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

(2) This Development contains the following number of lots: 164.

(3) The Developer still owns the following lots in the Development: Lots 1 through 6, inclusive; Lots 8 through 14, inclusive; Lots 16 through 45, inclusive; Lots 49 through 72, inclusive; Lots 73, 74 and 75 through 85, inclusive; Lots 87 through 116, inclusive; Lots 118 through 120, inclusive; Lots 122, and 124 through 144, inclusive; Lots 146 through 164, inclusive.

(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.

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(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 30 day of April 1986.

NORTHWESTERN BELL TELEPHONE COMPANY

*US West
100 S 19th
Omaha 466802*

By Stephen J. M. Lillis

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 BENCHMARK HOMES, INC. (Developer)
 COMP F/B M1-31255
 C/O FEE 88.50
 DEL MC 655

By [Signature]

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 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
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