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

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

WHEREAS, Developer is currently developing a new subdivision in DOUGLAS County, Nebraska, known as LAKE SHORE PHASE I (hereinafter "Development"); and,

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

WHEREAS, NWB has agreed to provide such facilities to the Development without facility charges 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 NWB's tariff concerning facility charges for new areas of land development that is on file with the Nebraska Public Service Commission;

Now, therefore, pursuant to said tariff the parties hereto agree as follows:

(1) This Agreement covers a Development which is described as follows:

Being a platting of part of the Southeast Quarter of Section 4, Township 15 North, Range 11 East of the 6th P.M.

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

118, numbered 1 through 118 inclusive

(3) Developer states that it is the owner of the lots listed in Paragraph 2 above and that if ninety percent 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 NWB \$450.00 for each lot that is unimproved in payment of 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.

(4) Developer agrees that it shall cause a declaration of covenants pertaining to each and every lot in the Development to be filed with 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 within five years from the date NWB files a document with the Register of Deeds giving notice that installation of the feeder and distribution facilities for that Development has been completed, 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 upon the expiration of the five year period, 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.

(5) It is agreed that the facility charge described in Paragraph 4 above shall be void and nonassessable in the event construction shall have commenced on at least ninety percent of the lots covered by such declaration of covenants within five years from the date NWB files its notice with the Register of Deeds that the facilities have been installed.

(6) NWB 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 charge for telecommunications facilities described in this agreement, NWB will proceed to install feeder and distribution telecommunication facilities to the new Development without requiring any payment of facility charges by the Developer prior to installation of the facilities.

Dated this 28th day of OCTOBER 19 87.

NORTHWESTERN BELL TELEPHONE COMPANY

By J. E. Gillett

J. E. Gillett

PACSETTER HOMES, INC.
(Developer)

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REGISTER OF DEEDS
DOUGLAS COUNTY

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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.

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(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 15 day of July 1986

NORTHWESTERN BELL TELEPHONE COMPANY

By

Stephen J. McCall
Manager - Bus. Development

OAKBROOK JOINT VENTURE
(Developer) A Nebraska Joint Venture

By: OAKBROOK ULI, INC., a Nebraska Corporation, Joint Venturer

By

E. M. Gollehon
E. M. Gollehon, President

By: OAKBROOK CVF, INC., a Nebraska Corporation, Joint Venturer

By

Lawrence J. Fellon
Lawrence J. Fellon, President