

This Agreement entered into by and between Northwestern Bell Telephone Company
(hereinafter "NWB"), and Pacesetter Homes Inc.

WHEREAS, Developer is currently developing a new subdivision in Douglas
County, Nebraska, known as

Lakeshore Phase II

(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 South 1/2 of the NE 1/4 of Section 4,
T14N, R11E of the 6th P.M.

- (2) This Development contains the following number of lots: 75
Numbered 119 thru 193 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 12th day of April 19 88

NORTHWESTERN BELL TELEPHONE COMPANY

By J. E. Gillett

RECEIVED

J. E. Gillett
Facilities Engineer

1988 JUN 14 PM 1:43
GEORGE J. LUTHEGGER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

PACESSETTER HOMES, INC.
(Developer)

By [Signature]

9548 F Misc
BK 851 N 92-2562 C/O FEE 42.50
PG 742 N 92-2562 DEL MC WC
OF Mccomp DW F/B M1-2155