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Rod Johnson

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TEMPORARY EASEMENT AND AGREEMENT

Carey Hivens
THIS Agreement made on December 10, 2005 between Don Rogert, hereinafter referred to as "Rogert" and Pioneer Lake Homeowners Association, A Nebraska Non-Profit Corporation, hereinafter referred to as the "Association".

A. Whereas Rogert is the title owner of record of the following described real estate, to-wit:

Part of Tax Lot 57, located in Section 12, Township 17 North, Range 5 East of the Sixth P.M., Dodge County, Nebraska, being more particularly described as follows: Beginning at the Southwest Corner of Lot 41, of "Pioneer Lake, Lots 27 Through 45, Inclusive", a subdivision platted in said Section 12; thence N89°26'29"E (assumed bearing) on the South Line of said Lot 41, a distance of 50.00 feet; thence S00°33'31"E, a distance of 100.00 feet; thence S89°26'29"W, a distance of 100.00 feet; thence N00°33'31"W, a distance of 100.00 feet to the Southwest Corner of North Shore Drive, a private street platted within said "Pioneer Lake, Lots 27 Through 45, Inclusive"; thence N89°26'29"E on the South Line of said "Pioneer Lake, Lots 27 Through 45, Inclusive", a distance of 50.00 feet to the point of beginning.

It is therefore agreed as follows:

(a) The Association shall have a temporary easement or right of way over the property described in Paragraph A, above. Such easement is granted as a temporary turn around until all road work is completed in Phase 2 and Phase 3 of the Pioneer Lake Subdivision development.

(b) Such right of ingress and egress shall be exercised in a reasonable manner.

(c) Rogert, his successors or assigns, covenant that at no time during the term of the easement will any buildings, structures, pipelines or other property, except walks, driveways or utility lines be erected, constructed, used or placed on or below the surface of the land described in Paragraph A that will interfere with the above granted temporary easement.

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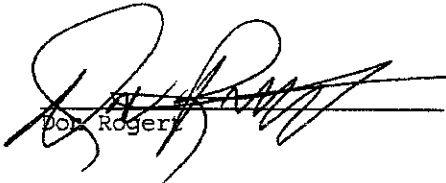
(d) The Association agrees that they will indemnify and save harmless Rogert from any liabilities, claims for damages or suits for any injury to any person or property from any cause that arises out of their activities carried out on the above described property. The Association shall provide proof of liability insurance in the amount of \$1,000,000 and name Rogert as loss co-payee.

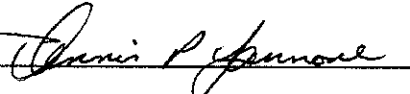
(e) Rogert further agrees that there will be no charges or fees for the Associations use and activities carried on under the above granted rights-of-way and easements.

Such easements and rights of way shall be maintained and kept in repair by Rogert and shall be kept open for the use of the Association during the term of the temporary easement.

Executed: December 10, 2005.

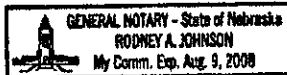
Pioneer Lake Homeowners
Association

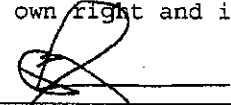

Don Rogert

By 
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on December 10, 2005 by Dennis P. Yannone, President of Pioneer Lake Homeowners Association, on behalf of the Corporation, and Don Rogert in his own right and interest.




Notary Public