

**After recording, return to:**

Mark Sybouts  
Business Manager  
Neah-Kah-Nie School District No, 56  
P.O. Box 28  
Rockaway Beach, Or. 97136-0028

**TEMPORARY STREET CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that NEAH-KAH-NIE SCHOOL DISTRICT, “Grantor”, for zero dollars, but for other valuable consideration, do ~~forever~~ grant unto JIFFY CONSTRUCTION COMPANY, and AL FROMHERZ, “Grantees”, a temporary construction easement over and along the full width and length of the premises as depicted on Exhibit A and described as follows, to wit:

Property now occupied by the Nehalem Grade School and more particularly described as the northerly 20 feet of Block 9 Nehalem and the easterly 67 feet of the northerly 20 feet of Block 8 Nehalem, in Section 27, Township 3 North, Range 10 West of the Willamette Meridian, Tillamook County, Oregon, and as illustrated on Exhibit A.

This temporary working easement shall be effective June 15, 2017 and terminate September 4, 2017, or on completion of construction, which ever last occurs. The purpose of the easement is to allow working room to facilitate grading, the construction of curbing, paving, underground storm drainage and utilities, and retaining walls to City of Nehalem standards in the public right-of-way adjacent and northerly of the easement. If the project is not completed by such date; however, so that school buses can safely enter and exit the school facility by either the newly constructed “D” Street or by the existing access, Grantee shall pay a penalty in the sum of \$550 per day, beginning September 5, 2017 until such access can be safely provided. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

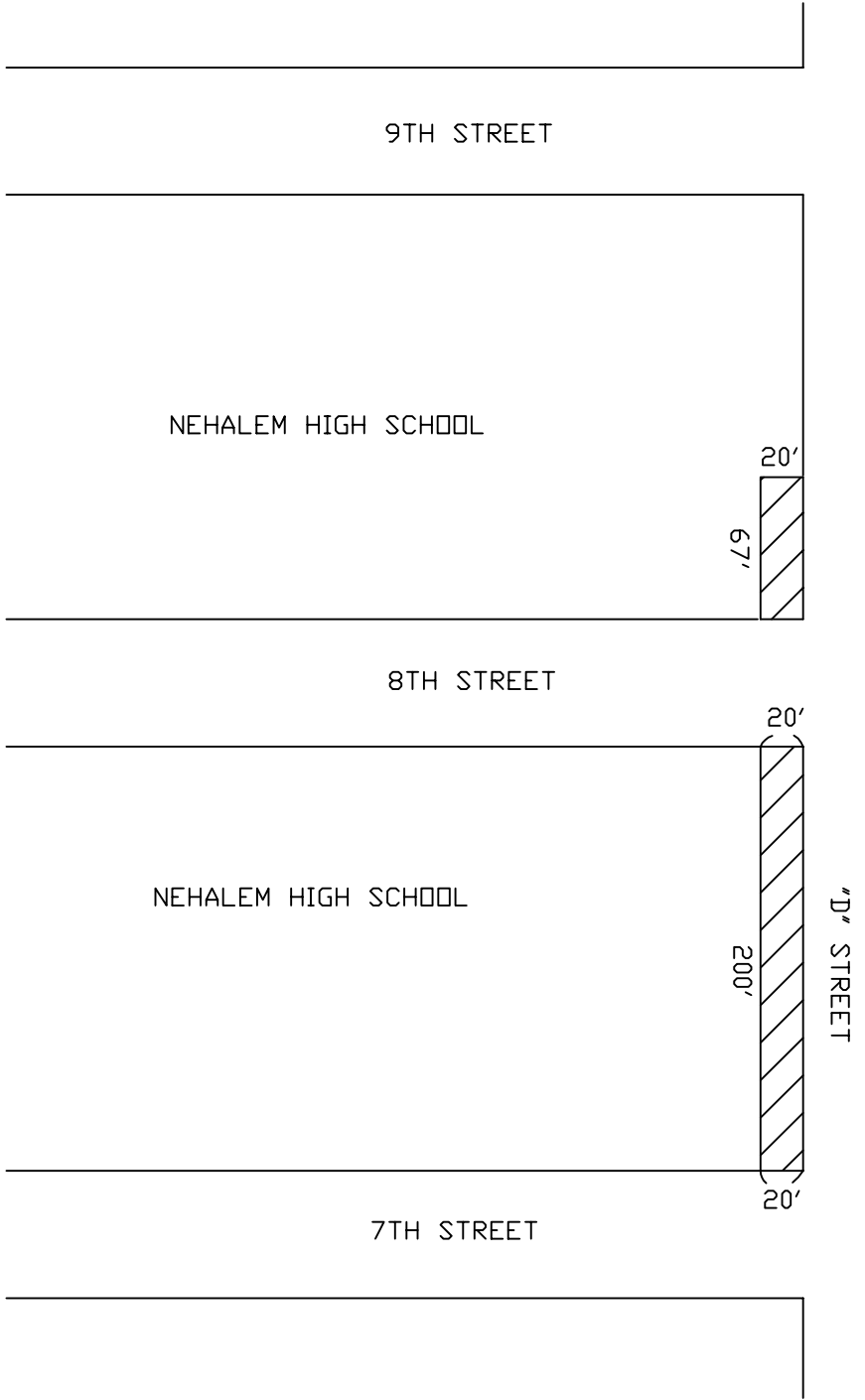
To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs and assigns, from claims of injury to person

or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

If either party must retain an attorney to enforce the provisions of this easement, or for the collection of the penalty, the prevailing party either by agreement, in arbitration, or by court determination, shall recover the reasonable fee and expenses of such attorney even if no suit or action is instituted.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

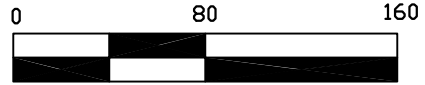
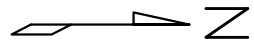
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LEGEND:



TEMPORARY CONSTRUCTION EASEMENT



SCALE IN FEET  
SCALE 1"=80'

DEVELOPER:  
AL FROMHERZ  
2367 ROBINS LN. SE  
SALEM, OR 97306

EXHIBIT "A"  
EASEMENT DETAIL  
"D" STREET  
NEHALEM, OREGON

KARL D. GOERTZEN  
4753 FIR DELL DR. SE  
SALEM, OR 97302  
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