



555 Liberty Street SE / Room 305 • Salem OR 97301-3503 • Phone 503-588-6213
www.cityofsalem.net/planning

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (“MOU”) among the City of Salem, 555 Liberty Street SE, Salem, Oregon, 97301, an Oregon municipal corporation (“City”), Micronesian Islander Community (“Developer”), and Voyagers Village Limited Partnership, an Oregon limited partnership (“Owner”) regarding development at 2210; 2216; 2220; and 2230 Commercial Street NE, also known as Marion County Tax Lot numbers: 073W15DA / 3100; 3200; 3300; 3400 (“Subject Property”).

RECITALS:

1. Whereas, Developer currently owns the Subject Property and will enter into a Real Estate Purchase and Sale Agreement to convey fee ownership of the Subject Property to the Owner.
2. Whereas, on December 18, 2024, the Developer applied for multiple building permits (Nos 24-125160-BP and 24-225017-BP) to construct proposed site improvements and a new multiple family residential building on the Subject Property, and, due to the location of the proposed improvements over common property lines between the four lots which comprise the Subject Property, a replat tentative plan is first required to eliminate the existing lot lines and consolidate the four units of land;
3. Whereas, the Owner will take fee ownership of the Subject Property on or around the date building permit Nos 24-125160-BP and 24-225017-BP are issued, and Owner will be responsible for construction and completion of the proposed building on the Subject Property.
4. Whereas the Developer has been granted approval of a consolidated application for site plan review and the replat tentative plan, application Case No. REP-SPR-ADJ-TRP24-07:

A Class 3 Site Plan Review for the development of a 41-unit multi-family apartment complex and associated site improvements. The consolidated application includes a tentative replat plan to consolidate four discrete units of land into one development site, and eight Class 2 Adjustments to:

- 1.) To provide only a one-foot landscaped setback without pedestrian amenities along the Grove Street side, per SRC 533.015(c);*
- 2.) To reduce the ground floor building height from 14 feet to 10 feet, per SRC 533.015(h);*

- 3.) To provide only a five-foot landscaped setback along the Commercial Street side where ground floor dwelling units require horizontal or vertical separation, per SRC 533.015(h);*
- 4.) To reduce the minimum ground floor window coverage from 65 percent to 24 and 27 percent along Commercial Street and Grove Street, respectively, per SRC 533.015(h);*
- 5.) To reduce the minimum weather protection from 75 percent to 37 percent along the Commercial Street side, per SRC 533.015(h);*
- 6.) To eliminate the minimum weather protection on the Grove Street side, per SRC 533.015(h);*
- 7.) To reduce the building recess and extension depth from two feet to 18 inches for the middle facade, per SRC 533.015(h);*
- 8.) To eliminate the required off-street parking vehicle turnaround area, per SRC 806.035(f)*

The proposal also includes one tree removal permit to remove one 45-inch dbh (diameter-at-breast height) black walnut tree to accommodate the widening of the alley. The development site is 28,333 square feet in size, zoned MU-I (Mixed Use I) and located at 2230 Commercial Street NE (Marion County Assessors Map and Tax Lot Numbers 073W15DA / 3400; 3300; 3200; and 3100).

5. Whereas, on December 16, 2024, the Planning Administrator issued a decision approving the application, and no appeal was received. Therefore, the decision is final;
6. Whereas, the Developer and Owner have not completed the necessary recordation of REP-SPR-ADJ-TRP24-07;
7. Whereas, the replat tentative plan has been approved by the City and the Developer and Owner desire the issuance of building permit Nos 24-125160-BP and 24-225017-BP prior to completion of the replat in order to expedite the construction of the proposed building on the Subject Property;
8. Whereas, the Planning Division will approve the building permits on behalf of the Planning Division, pursuant to this agreement;
9. Whereas, nothing in this agreement binds any other City division or department related to approval of these building permits;
10. Whereas, the Developer and Owner understand and agree that the City will not issue any occupancy permit for the building prior to having the required final plat recorded, per SRC 205.035.

NOW, THEREFORE, Developer, Owner and the City agree as follows:

1. The Planning Division will approve the building permits on behalf of the Planning Division prior to approval and completion of the required replat.
2. The City will issue occupancy permit, when and if the Owner complies with all the necessary criteria for such permits.

3. In the event Developer or Owner includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.
4. The Parties agree and understand that nothing within this MOU waives the requirements under Salem Revised Code 110.100 for performance guarantees for any required improvements.
5. Developer and Owner understand and acknowledge that the City will not issue any occupancy permits prior to obtaining final plat approval, per SRC 205.035. With full knowledge of the above, Developer and Owner expressly assume all risks associated with the issuance of the building permit and forever releases, acquits, and discharges the City of Salem and its officers, employees, and agents from any and all liability arising out of or related to the building permit issued in relation to this MOU.
6. Developer and Owner expressly promise not to bring any cause of action against the City, its officers, employees, and agents as a result of the revocation of the permit issued hereunder, and non-acceptance of final plat review, including the surveying and monumenting and preparing and recording of legal descriptions per SRC 205.035, and (g). This release includes, but is not limited to, causes of action based on death, bodily injury, personal injury, property damage, loss, or theft of property, economic loss, or any other damage, loss, or cost.
7. Developer and Owner's obligations as set forth herein shall be binding upon Developer and Owner and their heirs, successors, and assigns.
8. The provisions of this MOU shall be binding and inure to the benefit of heirs, personal representatives, successors and assigns of the parties.

Dated this ^{2nd} _____ day of April 2, 2025.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this MOU as of the date set forth above.

CITY:



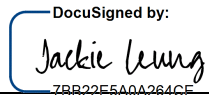
Lisa Anderson-Ogilvie
Planning Administrator

OWNER:

VOYAGERS VILLAGE LIMITED PARTNERSHIP,
an Oregon limited partnership

By: Voyagers Village MIC GP LLC,
an Oregon limited liability company
Its: Managing General Partner

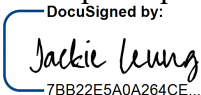
By: Micronesian Islander Community,
an Oregon nonprofit public benefit corporation
Its: Manager

By: 

Jackie Leung, Executive Director

DEVELOPER:

MICRONESIAN ISLANDER COMMUNITY,
an Oregon nonprofit public benefit corporation

By: 

Name: Jackie Leung
Its: Executive Director