

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) between the City of Salem, 440 Church St SE Salem OR 97312, an Oregon municipal corporation ("City"), and Equity Developers LLC, an Oregon limited liability company ("Developer") regarding development at 4455 27th Ave SE, Salem OR 97302 (Marion County Map and Tax Lot 083W12C / 600 and 800) ("Subject Property").

RECITALS:

1. Whereas, the Developer has received approval for the application in Case No. PAR-UGA-SPR-ADJ-DAP-DR25-02 (collectively the "Decision") for:

An Urban Growth Preliminary Declaration; Tentative Partition Plan to create two (2) parcels 3.0-acres and 1.05-acres in size; Class 3 Site Plan Review, Class 1 Design Review and two Class 2 Driveway Approach Permits for development of the second phase of a multifamily apartment complex, with thirteen Class 2 Adjustments (the "Project").

2. Whereas, the Decision included a condition of approval which requires the final plat be recorded prior to issuance of said building permits:

Condition 8: Prior to building permit issuance, the applicant shall record the final plat of the partition.

3. Whereas, on May 14, 2025 the final partition plat, effectuating the Tentative Partition Plan approved in the Decision (the "Plat") was submitted to the City for review, permit No. 25-110221-00-PL.
4. Whereas, the Developer desires the issuance of building permits Nos. 25-103700-00-BP; 25-104176-00-BP; 25-104181-00-BP; 25-104183-00-BP; 25-104226-00-BP; 25-104229-00-BP; 25-104232-00-BP; and 25-104234-00-BP for the Project approved in the Decision in order to expedite the construction of the development on the Subject Property.
5. Whereas, the Developer understands and agrees that the City will not issue any occupancy permits prior to the approval of the Plat, regardless of the completion of any and all other required conditions.

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

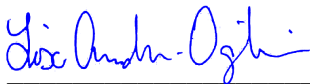
1. The City will issue the building permits associated with the Project prior to the final recordation of the Plat. However, nothing contained within this MOU shall excuse Developer from meeting any and all conditions in the Decision subsequent to the issuance of any building permits other than as set forth in this agreement.

2. The City will issue occupancy permits, when and if the Developer complies with all the necessary conditions and criteria for the Decision, regardless of the completion of any and all other required conditions.
3. In the event Developer 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 or defers any condition required under the Decision or any other conditions required for issuance of associated permits.
5. 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 improvement.
6. Developer understands and acknowledges that the City will not issue any occupancy for the building permits subject to meeting all the necessary conditions and criteria in the Decision, regardless of the completion of any and all other required conditions. With full knowledge of the above, Developer expressly assumes all risks associated with the issuance of any and all building permits 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 building permits issued in relation to this MOU.
7. Developer expressly promises 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 based on the Planning Administrator's Decision, or non-issuance of final occupancy. 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.
8. Developer's obligations as set forth herein shall be binding upon Developer and the Developer's heirs, successors, and assigns.
9. The provisions of this MOU shall be binding and inure to the benefit of heirs, personal representatives, successors and assigns of the parties.



Michael W. Bliven, Member

Date: 6/9/2025



Lisa Anderson-Ogilvie, AICP
Planning Administrator

Date: 6/6/2025

Dated this 6th day of June, 2025.