



555 Liberty Street SE / Room 305 • Salem OR 97301-3503 • Phone 503-588-6213 • Fax 503-588-6003
www.cityofsalem.net/planning • www.cityofsalem.net

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) between the City of Salem, 555 Liberty Street SE, Salem, Oregon, 97301, an Oregon municipal corporation ("City"), and Chang Tuh Corporation ("Developer") regarding development at 1965 Claxter Road NE (Marion County Assessor map and tax lot number: 073W01C/ 03001).

RECITALS:

1. Whereas on February 4, 2020, the Planning Administrator issued a decision approving Case No. PLA19-24 for:

A property line adjustment to eliminate the common property line between two abutting units of land. The property line adjustment will result in a single property approximately 2 acres (87,120 square feet) in size.

2. Whereas the Developer has submitted an application in Case No. SPR-UGA-ADJ20-26 for:

1) A Class 3 Site Plan Review to construct a 22,600 square-foot building with associated site improvements at an existing food processing facility, classified as a general manufacturing use;

2) An Urban Growth Area Preliminary Declaration to determine the public facilities required to fully serve the development;

3) A Class 2 Adjustment to reduce the minimum vehicle use area setback to the private roadway easement flag-lot accessway from 20 feet to 6 feet; and

4) A Class 2 Adjustment to reduce the minimum accessory structure setback to the private roadway easement flag-lot accessway from 20 feet to 6 feet.

3. Whereas, on March 17, 2020, the Planning Administrator issued a decision approving the development, subject to 8 conditions, including the following condition:

Condition 1: Prior to the issuance of building permit(s) for the proposed development, Property Line Adjustment case number PLA19-24 shall be recorded in accordance with Salem Revised Code 205.055(f).

4. Whereas, the Developer desires the issuance of building permit 19 125365 00 BP prior to the recording of PLA19-24 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 recording of the property line adjustment, 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 building permit 19 125865 00 BP prior to the recording of PLA19-24. However, nothing contained within this MOU shall excuse Developer

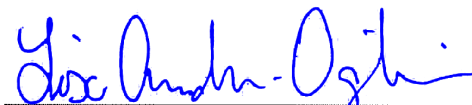
from meeting any and all conditions in the Decision subsequent to the issuance of any building permits other than as set forth in this agreement.

2. The City will issue occupancy permits, when and if the Developer complies with all the necessary conditions and criteria for such permits, but in no case prior to the recording of PLA19-24, 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 Case No. SPR-UGA-ADJ20-26 or PLA19-24 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 the recording of PLA19-24, 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.



Jun Sung Lee
Chang Tuh Corporation

Date: 6/19/20



Lisa Anderson-Ogilvie, AICP
Planning Administrator

Date: 6/19/2020