



555 Liberty Street SE / Room 305 • Salem OR 97301-3503 • Phone 503-588-6213 • Fax 503-588-6005  
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## 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 the Salem-Keizer School District 24J, ("Developer") regarding development at the properties set forth below. City and Developer may be referred to herein collectively as the "Parties" or individually as a "Party."

### RECITALS:

- A. Developer is in the process of developing Hallman Elementary School as part of the 2018 Bond Project and has submitted the following applications to the City (collectively, the "Applications"):

21-119953-RP (Class 3 Site Plan Review);  
21-119956-ZO (Class 2 Adjustments);  
21-122403-ZO (LUCS);  
22-102268-DR (Class 1 Design Review);  
22-103078-LD (Validation of Unit of Land- School Parcel);  
22-103079-LD (Validation of Unit of Land- Parking Parcel); and  
22-103080-LD (Property Line Adjustment).

- B. Developer acknowledges that in order to finalize the validation process it will need to record a partition plat with the Marion County Surveyor, however, due to Developer's school year constraints, Applicant is requesting review and approval of the Applications ahead of the preparation of the required survey documents with the acknowledgement that the City Surveyor and County Surveyor shall have the opportunity to review and request revisions to the tentative plat prior to recordation.

In consideration of the mutual promises contained herein the Parties agree as follows:

1. The City will deem complete and process the Applications prior to submittal, review, and approval of the needed survey documents. The City will condition the approval of the Applications, where approval is needed, on completing the necessary survey documents. The City will assume the survey documents will be approved in reviewing and the Applications, therefore, assuming that the lot legality and parcelization issues can be resolved by the Applications.
2. Upon approval of the land use applications the City agrees to release the building permits for the subject properties regardless of any delay caused by the submittal of the survey documents. However, no certificates of occupancy shall be issued until such time as the survey documents are approved by the City.
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 any approvals issued for the Applications.
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 improvements.
6. With full knowledge of the above, Developer expressly assumes all risks associated with the issuance of any and all land use decisions 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 land use decisions 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 non-acceptance of the Applications land use approvals, final review of the Applications, including the surveying and monumenting and preparing and recording of legal descriptions per SRC 205.055(f) and (g) or approval of final plat pursuant to SRC 205.035. 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 successors, and assigns.
9. The provisions of this MOU shall be binding and inure to the benefit of, personal representatives, successors and assigns of the Parties.

Dated this 24 day of February 2022.

**Developer:**

  
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Joel Smallwood,  
Director of Construction & Maintenance Services

**City of Salem:**

  
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Lisa Anderson-Ogilvie,  
Deputy Community Development Director/Planning Administrator