



555 Liberty Street SE / Room 305 • Salem OR 97301-3503 • Phone 503-588-6213 • Fax 503-588-6005
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 Pacific Reality Associates LP ("Developer") regarding development at 4688, 4698 Truax Drive SE (Marion County Map and Tax Lot 082W08 / 109 and 111) ("Subject Property").

RECITALS:

1. Whereas the Developer has submitted an application in Case No. SPR-ADJ-DAP22-25 and PLA22-16 for:

A Property line adjustment and Site Plan Reivew, Adjustment and Driveway approach permit for development of three industural buildings.
2. Whereas, on June 23, 2022 the application for site plan reivew was approved and on June 2, 2022 the application for a property line adjustment was approved.
3. Whereas, the Developer desires the issuance of a building permit 22 103357 00 BP, 22 103365 00 BP and 22 103779 00 BP prior to the end of the appeal period for decision of SPR-ADJ-DAP22-25 and prior to the recording of the final PLA deeds in order to expedite the construction of the development on the Subject Property;
4. 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 permits 22 103354 00 BP, 22 103365 00 BP and 22 103779 00 BP prior to the end of the appeal period for decision for Case No. SPR-ADJ-DAP22-25 and prior to final recording of the PLA deeds. 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. 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.
3. The Parties agree and understand that nothing within this MOU waives or defers any condition required under Case No. SPR-ADJ-DAP22-25 or PLA22-16 or any other conditions required for issuance of associated permits.
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 improvement.

5. 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 for SPR-ADJ-DAP22-25, 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.
6. 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.
7. Developer's obligations as set forth herein shall be binding upon Developer and the Developer's 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.


ERIC A. SPORRE

Date: 6/23/22



Lisa Anderson-Ogilvie, AICP
Planning Administrator

Date: 6/24/2022