

## 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 multiple school locations as part of the 2018 Bond Project and has submitted the following applications to the City (collectively, the “Applications”):

Hallman Elementary School  
1075 8th ST NW  
Salem, OR 97304

Ref# 21-119953-RP (Class 3 Site Plan Review) and 21-119956-ZO (Class 2 Adjustments)

Houck Middle School  
1155 Connecticut ST SE  
Salem, OR 97317

Ref# 21-119965-RP (Class 3 Site Plan Review) and 21-119966-ZO (Class 2 Adjustments)

Salem Heights Elementary School  
3495 Liberty RD S  
Salem, OR 97302

Ref# 21-118379-RP (Class 3 Site Plan Review) and 21-118380-ZO (Class 2 Adjustment[s])

Swegle Elementary School  
1751 Aguilas CT  
Salem, OR 97301

Ref# 21-122606-RP (Class 3 Site Plan Review) and 21-122609-ZO (Class 2 Adjustments)

Walker Middle School  
1075 8th ST NW  
Salem, OR 97304

Ref# 21-112419-RP (Class 3 Site Plan Review)

- B.** Developer discovered lot legality and parcelization issues associated with each of the Applications that will prevent the City from issuing a decision on the Applications without approval of applications for validations of a unit of land and/or property line adjustments or replats (the “Ancillary Applications”).
- C.** Developer is preparing the Ancillary Applications and will submit them as soon as the survey materials are available; and

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 Ancillary Applications. The City will condition the approval of the Applications, where approval is needed, on completing the Ancillary Applications. The City will assume the Ancillary Applications will be approved in reviewing and the Applications, therefore, assuming that the lot legality and parcelization issues can be resolved by the Ancillary Applications. No further development activity may occur on the subject properties, other than the approval of the site plans and adjustments, until such time as the Ancillary Applications are approved
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 any approvals issued for the Applications or any other conditions required prior to review of the Ancillary Applications.
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. 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.
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 or Ancillary Applications land use approvals, final review of the

Applications or Ancillary 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 successors, and assigns.
8. The provisions of this MOU shall be binding and inure to the benefit of, personal representatives, successors and assigns of the Parties.

Dated this 28 day of January 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