

Contract Review Sheet

Residential Real Estate Sale Agreement

PW-6766-25

Title: Purchase & Sale Agreement (Lineage Master RE, LLC)

Contractor's Name: \_\_\_\_\_

Department: Public Works Department Contact: Alicia Jones

Analyst: Kathleen George Phone #: -4388

Term - Date From: Execution Expires: August 6, 2035

Original Contract Amount: \$ 274,500.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 274,500.00 Amd% 0%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs) Department                     

Description of Services or Grant Award

Purchase & Sale Agreement between Marion County and Lineage Master RE, LLC in the amount of \$274,500.00 for the real properties referred to as Tax Lot 062W1700 00500 and Tax Lot 062W17CA02900.

Desired BOC Session Date: 8/27/2025 Contract should be in DocuSign by: 8/6/2025

Agenda Planning Date: 8/14/2025 Printed packets due in Finance: 8/12/2025

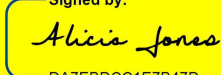
Management Update: 8/12/2025 BOC upload / Board Session email: 8/13/2025

BOC Session Presenter(s) Brian Nicholas Code: Y

REQUIRED APPROVALS

DocuSigned by:  
  
A3538E7AE0704F4...  
Finance - Contracts 8/12/2025  
Date

Signed by:  
  
60C08A6F708240B...  
Legal Counsel 8/12/2025  
Date

Signed by:  
  
DA7EBDCC4E7B47D...  
Contract Specialist 8/13/2025  
Date

DocuSigned by:  
  
BC10351248DE4EC...  
Chief Administrative Officer 8/13/2025  
Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Public Works

Title: Real Estate Purchase & Sale Agreement with Lineage Master RE, LLC

Management Update/Work Session Date: 7/29/2025 Audio/Visual aids ☐

Time Required: 5 minutes Contact: Chris Einmo Phone: 503-566-4119

Requested Action: Approve Contract PW-6766-25, a real estate Purchase & Sale Agreement between Marion County and Lineage Master RE, LLC, in the amount of \$274,500.00 for the creation and conveyance of two (2) parcels of land to Marion County for the ARPA - Brooks-Hopmere Drinking Water Improvement Project.

Issue, Description & Background: Marion County Public Works is in the process of delivering the ARPA - Brooks-Hopmere Drinking Water Improvement Project on behalf of the Brooks Community Service District (BCSD). The Project will construct a new water campus for the treatment, storage and distribution of municipal water to BCSD customers. This agreement will culminate in the conveyance of 0.60 acres of land for siting of the water campus.

Financial Impacts: The purchase price of the subject real property is \$274,500.00, which is a budget expense in the current fiscal year under CIP 24-356.

Impacts to Department & External Agencies: None

List of attachments: Purchase & Sale Agreement PW-6766-25

Presenter: Chris Einmo

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas  
Date: 2025.07.09 09:12:32 -07'00'

**PURCHASE AND SALE AGREEMENT  
PW-6766-25**

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the “*Agreement*”, is made and entered into on \_\_\_\_\_, 2025 by and between Lineage Master RE, LLC, a Delaware limited liability company, hereinafter called “*Seller*,” and Marion County, a political subdivision of the State of Oregon, hereinafter called “*Purchaser*.” Seller and Purchaser are referred to herein jointly as the “*Parties*” and severally as “*Party*.”

**RECITALS:**

- A. Seller is the owner of the Properties, as defined in Section 1, below, which Purchaser has identified as a suitable site for municipal water utility infrastructure. The Parties desire to enter into this Agreement to allow for construction of the proposed public infrastructure.
- B. The Parties shall cooperate in good faith to complete the real estate transaction described herein.
- C. This real property transaction is subject to the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended January 4, 2005 (the “*Uniform Act*”).

**AGREEMENT:**

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

**1. Description of Properties**

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller certain portions of the real properties commonly referred to as **Tax Lot 062W1700 00500** and **Tax Lot 062W17CA 02900**, located in Marion County, Oregon; certain portions thereof measuring 0.60 acres, more or less, having the legal descriptions set forth in *Attachments “A”* and “*B*”, respectively, which are attached hereto and incorporated herein by this reference (the “*Properties*”).

**2. Purchase Price**

Purchaser agrees to pay to Seller the sum of **Two Hundred Seventy-Four Thousand Five Hundred dollars and zero cents (\$274,500.00)** (the “*Purchase Price*”). Payment shall be due within thirty (30) calendar days following the satisfaction of OBLIGATIONS S1 and S2 by Seller. Purchaser shall refrain from recording Attachments “A” and “B” until after payment is issued and Seller has acknowledged receipt of the Purchase Price. No additional compensation shall be made to Seller by Purchaser for the subsequent conveyance of property deeds described under Seller’s OBLIGATIONS.

### 3. Seller's Obligations

**OBLIGATION S1** – Within seven (7) calendar days of the execution of this Agreement, Seller shall sign and notarize Attachments “A” and “B” and deliver the signed and notarized documents to Purchaser, authorizing Purchaser to construct municipal water infrastructure upon the Properties.

**OBLIGATION S2** – Within seven (7) calendar days of the execution of this Agreement, Seller shall complete and submit to Purchaser IRS Form W-9, Request for Taxpayer Identification Number and Certification (*Attachment “C”*) and Supplier ACH Setup Form (*Attachment “D”*) to enable Purchaser to enroll Seller in Purchaser's Accounts Payable system.

**OBLIGATION S3** – Upon the satisfaction of OBLIGATION P3 by Purchaser and within one-hundred eighty (180) calendar days of receipt by Seller of the OBLIGATION P3 documents, Seller shall make all good faith efforts to resolve, remove and otherwise eliminate from the Properties the title encumbrances cited in Section 8.2 of this Agreement and to provide to Purchaser evidence thereof. If Seller is successful in eliminating the encumbrances, Seller shall then fully execute (sign and notarize) the OBLIGATION P3 documents and deliver such executed documents to Purchaser. If Seller is unable to resolve, remove or otherwise eliminate the title encumbrances cited in Section 8.2 within such 180 day period, then the Parties agree that the Attachment “A” and “B” easements shall remain Permanent Utility Easements and OBLIGATIONS S4, P4, P5 and section 13.2 of this Agreement shall have no further effect.

**OBLIGATION S4** – Within fifteen (15) calendar days of the satisfaction of OBLIGATION P4 by Purchaser, Seller shall pay the real property taxes due on the Properties as of the Recording Date.

### 4. Purchaser's Obligations

**OBLIGATION P1** – Within thirty (30) calendar days of the satisfaction of OBLIGATIONS S1 and S2 by Seller, Purchaser shall issue to Seller full payment of the Purchase Price with no reserve or retainage.

**OBLIGATION P2** – Following the satisfaction of OBLIGATION P1 by Purchaser, Purchaser shall cause the signed and notarized Attachments “A” and “B” to be recorded in the public records of Marion County at Purchaser's sole expense. Purchaser shall provide to Seller copies of all recorded documents within thirty (30) calendar days of recording.

**OBLIGATION P3** – Purchaser shall perform at Purchaser's sole expense all work necessary to divide **Tax Lots 062W1700 00500** and **062W17CA 02900**, including but not limited to professional land surveying, land use, deed preparation, engineering, permitting and all other requisite work, and shall pay all associated permitting fees. Each parcel shall be divided into two (2) parcels; the first parcels coinciding with the legal descriptions contained in Attachments “A” and “B” and the second parcels consisting of the remainder of the original parcels. Purchaser shall prepare and present to Seller all preliminary and final surveys, deeds and other land division documents to Seller for Seller's review and consent, such consent not to be unreasonably withheld, conditioned or delayed.

**OBLIGATION P4** – Upon the satisfaction of OBLIGATION S3 by Seller and upon obtaining Seller's consent as provided in OBLIGATION P3, Purchaser shall obtain from the Marion County Assessor and provide to Seller a statement of real property taxes due on the Properties based on an assumed date of property conveyance (the “*Recording Date*”). The Recording Date shall be thirty (30) calendar days following the receipt of Seller's consent as provided in OBLIGATION P3.



**OBLIGATION P5** – Upon the satisfaction of OBLIGATION S4 by Seller, Purchaser shall, on the Recording Date and at Purchaser’s sole expense, cause all surveys, deeds and property conveyance documents to be recorded in the public records of Marion County. Purchaser shall provide copies of all recorded documents within fifteen (15) calendar days of recording.

## 5. Prorates

Real property taxes on the Properties, if any, shall be prorated. Seller shall be responsible to pay all real property taxes accumulated on the Properties prior to the Recording Date and Purchaser shall be responsible to pay all real property taxes on the Properties thereafter.

## 6. Deeds and Other Interests

Purchaser shall be responsible, at its own expense, to prepare Statutory Warranty Deeds for the Properties coinciding with the easement areas described in Attachments “A” and “B”, which shall be in form and substance reasonably satisfactory to Seller. In the event Quitclaim deeds are required to eliminate any 3<sup>rd</sup> party interests in the Properties, Purchaser shall prepare and provide to Seller such Quitclaim deeds at no cost to Seller which Quitclaim deeds shall be in form and substance reasonably satisfactory to Seller. Purchaser shall be responsible, at its own expense, for the recording of deeds.

## 7. Purchaser Representations

**7.1. Authority of Purchaser** – Purchaser is a local government entity, authorized to acquire real property on behalf of the public and to fulfill all Purchaser’s obligations specified herein. Purchaser attests that the Purchase Price and all costs and fees assigned to Purchaser are budgeted expenses in Purchaser’s current fiscal year budget.

**7.2. Properties Sold As-Is** – Purchaser recognizes the Properties shall be sold as-is. Purchaser is solely responsible for verification that the Properties are suitable for Purchaser’s development objectives, including the performance of all surface and subsurface explorations; site characterizations; and natural, historic and prehistoric resource surveys. Purchaser recognizes that Seller makes no claims or assurances regarding the suitability of the Properties for development, including the presence or lack of any hazardous materials on or below the site. Except as may otherwise be expressly set forth herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as may otherwise be expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (i) any environmental or other report with respect to the Properties which is delivered by Seller to Purchaser shall be for general informational purposes only, (ii) Purchaser shall not have any right to rely on any such report delivered by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Properties and any reports commissioned by Purchaser with respect thereto, and (iii) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Purchaser shall have any

liability to Purchaser for any inaccuracy in or omission from any such report. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTIES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DUE DILIGENCE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON RECORDING OF THE STATUTORY WARRANTY DEEDS SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTIES OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTIES) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTIES, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTIES, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTIES AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTIES, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON RECORDING OF THE STATUTORY WARRANTY DEEDS, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL

LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTIES. PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTIES REQUIRED AFTER RECORDING OF THE STATUTORY WARRANTY DEEDS, SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER. WITHOUT LIMITATION OF THE FOREGOING, PURCHASER SPECIFICALLY RELEASES SELLER FROM ANY CLAIMS IT OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER NOW OR IN THE FUTURE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. §§ 9601 ET SEQ., AS AMENDED ("CERCLA"; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §§ 6901 ET SEQ., AS AMENDED ("RCRA"); ANY OTHER ANALOGOUS STATE OR FEDERAL STATUTE; AND COMMON LAW ARISING FROM THE ENVIRONMENTAL CONDITIONS OF THE PROPERTIES OR THE PRESENCE OF HAZARDOUS SUBSTANCES, SOLID WASTES, OR ANY OTHER POLLUTANTS OR CONTAMINATION THE PROPERTY. PURCHASER FURTHER HEREBY ASSUMES THE RISK OF CHANGES IN APPLICABLE LAWS AND REGULATIONS RELATING TO PAST, PRESENT AND FUTURE ENVIRONMENTAL CONDITIONS ON THE PROPERTIES AND THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS SUBSTANCES OR OTHER CONTAMINANTS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. Purchaser acknowledges and agrees that the provisions of this Section 7.2 survive recording of the Statutory Warranty Deeds.

## **8. Seller Representations**

**8.1. Authority of Seller** – Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby, and has obtained all necessary consents and approvals of all requisite parties to execute and perform this Agreement. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller and the partners, officers, or trustees of Seller, if any, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

**8.2. Property Ownership; Dispensation of Debts and Liens** – Seller attests that it is the sole owner of the Properties, holding title free and clear of any assignments for the benefit of creditors, voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by, pending or threatened by or against Seller or otherwise affecting the Properties that would have a material adverse effect on the transactions contemplated by this Agreement. Seller acknowledges that the following are documents of public record that apply to the Properties and prevent the transfer of title from Seller to Purchaser unless the encumbrances created by such documents are first resolved, removed or otherwise eliminated from the Properties by Seller:

1. Reciprocal easement and maintenance agreement between Pacific Northwest Vegetable Company LLC and Lineage Master RE LLC and successors, recorded August 21, 2020, reel 4374, page 311 of Marion County public records,

2. Line of credit deed of trust, Northwest Farm Credit Services (beneficiary), recorded August 31, 2020, reel 4379, page 172 of Marion County public records and amended February 22, 2022, and
3. Intercreditor Agreement recorded September 1, 2023, AFN 2023-26673.

**8.3. Possession at Conveyance** – Upon conveyance of the Statutory Warranty Deeds there will be no parties in possession of any portion of the Properties, nor any parties with any right to such possession, other than Purchaser. No person, corporation, or other entity other than Purchaser (by reason of this Agreement) has any right or option to acquire the Properties or any portion thereof. Upon conveyance of the Statutory Warranty Deeds, there shall be no outstanding service or other contracts affecting the Properties.

**8.4.** Any references to the “knowledge” of Seller shall refer only to the current actual knowledge of Robert Sangdahl, without inquiry or investigation. Notwithstanding anything herein, such individual(s) shall have no personal liability under this Agreement. The representations and warranties of Seller set forth in Section 8 shall survive recordation of the Statutory Warranty Deeds for a period of three (3) months. No claim for a breach of any representation or warranty of Seller shall be actionable unless an action shall have been commenced by Purchaser against Seller within three (3) months after Closing. Notwithstanding anything herein to the contrary, in no event shall Seller’s aggregate liability to Purchaser for a breach of any representation warranty of Seller contained herein, if any, exceed the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

## **9. Purchaser Right of Use**

Upon execution and recordation of Attachments “A” and “B”, Purchaser shall have sole right of use of the easement area, subject to existing encumbrances. Within the easement area, Purchaser may:

- 9.1. Survey, stake, excavate, grade, trench, construct, build, install, lay, patrol, place, operate, maintain, repair, replace, relocate, inspect, add to and remove facilities for municipal water, wastewater and other public infrastructure including, but not limited to, buildings, tanks, reservoirs, basins, above and below ground piping, pumps and pumping systems, water and wastewater treatment systems, water wells, water towers, communication towers, pavements and walkways, driveways, signs, electrical power and natural gas services, and any and all other works necessary or desirable for the operation and maintenance of municipal water, wastewater and other public works facilities.
- 9.2. Construct, install, maintain, repair, improve and expand fencing, gates, video and audio surveillance systems, sirens, alarms, indoor and outdoor lighting, and all other site security measures, features and installations necessary to or desirable for the protection and safeguarding of Grantee’s facilities and infrastructure.
- 9.3. Install and maintain landscaping and vegetation by means deemed appropriate by Grantee.
- 9.4. Draw ground water for public use, including the acquisition of commercial or municipal groundwater rights in accordance with federal, state and local laws, rules, regulations and procedures.

**10. Indemnification**

The Parties shall indemnify and hold harmless each other from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easements, and their guests and invitees except such injury, loss or damage as shall have been caused by the negligence or willful act of the indemnified party, its agents, guests, invitees, or employees.

**11. Insurance**

Purchaser is a self-insured government entity. Purchaser shall maintain a comprehensive general liability insurance policy written on an occurrence form in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Purchaser shall further maintain worker's compensation insurance in accordance with the statutory requirements of the state where the facilities are located (or work is to be performed). Each of the above policies shall be maintained in full force and effect at all times during which this Agreement remains effective and for a period of at least two (2) years thereafter. Such policies shall be primary over any other insurance available to Seller. At all times during such period and not less than annually, Purchaser shall supply Seller with certificates of said policies naming Seller and its subsidiaries as additional insureds and providing that Seller shall receive thirty (30) days' written notice prior to any change, substitution or cancellation of such policies. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Purchaser, and any approval or waiver of said insurance coverage by Seller is not intended to and shall not in any way or manner limit or qualify the liabilities or obligations of Purchaser pursuant to this Agreement.

**12. Time of Essence**

Time is of the essence of the performance of each of the obligations under this Agreement.

**13. Remedies**

- 13.1. The remedies set forth herein are exclusive. In the event Purchaser fails to satisfy some or all Purchaser's Obligations through no fault of Seller and such failure continues for thirty (30) days following written notice from Seller to Purchaser, Seller shall have no further obligations under this Agreement.
- 13.2 If Purchaser fails to complete its obligations under OBLIGATION P3 within sixteen (16) months after: 1. Purchaser completes its obligations under OBLIGATION P2; and 2. Seller completes its obligations under OBLIGATION S2, then within 30 days of request of Seller, Purchaser shall pay to Seller the sum of \$30,000; provided, that if Seller is unable to resolve, remove or otherwise eliminate the title encumbrances cited in Section 8.2 within the 180-day period referenced in OBLIGATION S3 above, then this subsection 13.2 shall have no further effect.

**14. Foreign Investment in Real Property Tax Act**

The Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445, requires every person who purchases U.S. real property from a foreign person to deduct and withhold from the Seller's

proceeds, ten percent (10%) of the gross sales price, with certain exceptions. Seller and Purchaser agree to execute and deliver, as appropriate, any instrument, affidavit, or statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA.

#### **15. Damage or Destruction**

Until the recording of the deeds described in section 6 above, the risk of loss shall be retained by Seller. In the event all or any material portion of the land constituting the Properties are damaged or destroyed through no action or fault of Purchaser or Purchaser's employees, agents, consultants or contractors prior to the recording of the deeds described in section 6 above, including but not limited to Acts of God, the actions of third-parties, and the action or inaction of Seller, Purchaser may terminate this Agreement, in which case Seller shall retain the Purchase Price, the easements shall become perpetual and this Agreement shall have no further effect.

#### **16. Condemnation**

Nothing in this Agreement shall be determined to mean that any agency of competent jurisdiction has waived its right to acquire the Properties or any real property through eminent domain under Oregon Revised Statute.

#### **17. Binding Effect/Assignment**

This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives and assigns. Purchaser may not assign Purchaser's rights under this Agreement without Seller's prior written consent. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by Seller and Purchaser.

#### **18. Notices**

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by overnight delivery service or by email to the addresses set forth below:

**Purchaser:** Marion County Public Works  
Attn: Brian Nicholas  
5155 Silverton Road NE  
Salem, OR 97305  
[bnicholas@co.marion.or.us](mailto:bnicholas@co.marion.or.us)

**Seller:** Lineage Logistics  
1 Park Plaza, Suite 550  
Irvine, CA 92614  
Attn: Michael Daniels and Jonathan Lund  
[MiDaniels@onelineage.com](mailto:MiDaniels@onelineage.com)  
[jolund@onelineage.com](mailto:jolund@onelineage.com)

and

with a copy to:

c/o Lineage Logistics  
46500 Humboldt Drive  
Novi, Michigan 48377  
Attn: Real Estate Department  
[realestate@onelineage.com](mailto:realestate@onelineage.com)

SRG Law Firm PLLC  
641 Lexington Avenue, 14FL  
New York, NY 10022  
Attn: Steven R. Goldberg  
[sgoldberg@srgpllc.com](mailto:sgoldberg@srgpllc.com)

Either Party hereto may, by proper notice to the other, designate such other address for the giving of notice as deemed necessary. All notices shall be deemed given on the business day such notice is personally delivered or sent by email, the business day following dispatch by overnight delivery service.

## **19. Counterparts, Electronic Transmission and Electronic Signatures**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

## **20. Interpretation**

Headings at the beginning of each Section and Subsection are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa.

## **21. Rule of Construction**

Any rule of construction interpreting this instrument against its drafter shall be inapplicable. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

## **22. Reference**

Unless otherwise indicated, all references to Sections and Subsections are to this Agreement. In the event the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, then, to the extent consistent with the Parties' intent hereunder, the validity, legality and enforceability of the remaining provisions of any other application thereof shall not be affected or impaired.

### **23. Governing Law and Venue**

This Agreement is performable in the State of Oregon and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. The Parties hereby submit to jurisdiction in Marion County, Oregon, and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each Party to this Agreement further agrees that pursuant to such litigation, the Party and the Party's officers, employees, and other agents shall appear, at that Party's expense, for deposition in Marion County, Oregon.

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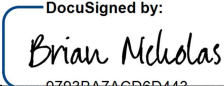
IN WITNESS WHEREOF the Parties have executed this Agreement.

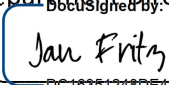
**PURCHASER: MARION COUNTY**

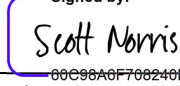
\_\_\_\_\_  
Chair Date


\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  8/12/2025  
DocuSigned by: 9793BA7ACB6D443...  
Department Director or designee Date

Authorized Signature:  8/13/2025  
DocuSigned by: DC18351248DE4EC...  
Chief Administrative Officer Date

Reviewed by Signature:  8/12/2025  
DocuSigned by: 00C98A0F708240B...  
Marion County Legal Counsel Date

Reviewed by Signature:  8/12/2025  
DocuSigned by: A3538E7AEC704F4...  
Marion County Contracts & Procurement Date

**SELLER: LINEAGE MASTER RE, LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Attachment A**  
**Utility Easement, Legal Description and Exhibit Map**  
**Tax Lot 062W1700 00500**



RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument:

**Permanent Utility Easement**

- B. Names of First Parties: **Lineage Master RE,LLC a Delaware limited liability company  
2525 Ewald Ave. SE  
Salem, OR 973902**

Names of Second Parties: **Marion County, a political subdivision of the State of Oregon**

- C. Consideration Paid: (if applicable): **\$165,000.00**
- D. Lien or Satisfaction Amount: (if applicable): **N/A**
- E. Until a change is requested, all tax statements shall be sent to the following address:

**Exempt, Public Property**  
(Utility Purposes)

- F. Name and address of person authorized to receive the instrument after recording:

**Kent R. Inman, County Surveyor  
Marion County Department of Public Works  
5155 Silverton Road NE  
Salem, Oregon 97305**

## PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That Lineage Master RE, LLC a Delaware limited liability company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Marion County, a political subdivision of the State of Oregon**, hereinafter called the Grantee, its successors and assigns, a Permanent Utility Easement, which runs with the land, for public utility purposes in, upon, and across real property located in Marion County, State of Oregon, and more particularly described as follows:

See Exhibit "A" and Exhibit Map attached to and made a part hereof.

The true and actual consideration paid for this conveyance is **One Hundred Sixty-Five Thousand and no/100 Dollars (\$165,000.00)**.

Acquisition of the easement area by county for utility purposes does not relieve the grantor of any responsibility associated with the condition of the property.

(Signatures on Following Page)

Grantor:

Marion County Acceptance By:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Brian Nicholas  
Name  
  
\_\_\_\_\_  
Marion County Public Works Director  
Title

STATE OF OREGON )  
  )ss.  
County of Marion )  
  )

This instrument was acknowledged before me on \_\_\_\_\_, 2025  
by \_\_\_\_\_ of \_\_\_\_\_  
as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
  )ss.  
County of Marion )  
  )

This instrument was acknowledged before me on \_\_\_\_\_, 2025  
by \_\_\_\_\_ of \_\_\_\_\_  
as \_\_\_\_\_.

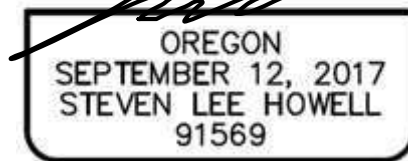
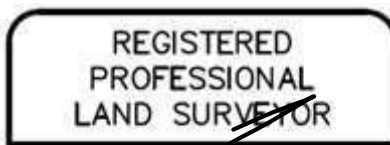
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**PERMANENT EASEMENT**

A 64.00 foot wide strip of land situated in the northwest and southwest one-quarter of Section 17, Township 6 South, Range 2 West of the Willamette Meridian, being a portion of that property as described in Reel 4374, Page 310, Marion County Records, and further described as follows.

The westerly 64.00 feet of all that property lying south of the easterly extension of the north line of that portion of Brooklake Road (County Road 609) running in an East/West direction from Interstate 5, and as shown on the attached Exhibit B. Said north line of Brooklake Road is also the Basis of Bearings for Survey Number 39320, Marion County Survey Records.

Containing 12,849 square feet, more or less.



RENEWS: 6-30-2025



0' 60'  
SCALE: 1" = 60'

LINEAGE MASTER RE, LLC  
R.4374, P.310

NORTH LINE = EASTERLY  
EXTENSION OF THE NORTH  
LINE OF BROOKLAKE ROAD

PNW VEG CO, LLC  
EXHIBIT 'C' OF  
R.4370, P.413

PERMANENT  
EASEMENT AREA  
12,849 SF

BROOKLAKE RD.  
(C.R. 609)

12' PUBLIC ALLEY

LOT 7

LOT 8

TOWN OF  
BROOKS  
BLOCK 23

RICHLAND AVE.  
(C.R. 610)

UNION PACIFIC R.R.

FRONT ST.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

## EXHIBIT B

IN THE NW & SW 1/4 OF SECTION 17,  
TOWNSHIP 6 SOUTH, RANGE 2 WEST, W.M.  
MARION COUNTY, OREGON  
DATE: JANUARY 29, 2025

SURVEYED FOR: KELLER ASSOCIATES



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
24-523

SHEET  
1/1

**Attachment B**  
**Utility Easement, Legal Description and Exhibit Map**  
**Tax Lot 062W17CA 02900**





RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument:

**Permanent Utility Easement**

- B. Names of First Parties: **Lineage Master RE,LLC a Delaware limited liability company**  
**2525 Ewald Ave. SE**  
**Salem, OR 973902**

Names of Second Parties: **Marion County, a political subdivision of the State of Oregon**

- C. Consideration Paid: (if applicable): **\$109,500.00**
- D. Lien or Satisfaction Amount: (if applicable): **N/A**
- E. Until a change is requested, all tax statements shall be sent to the following address:

**Exempt, Public Property**  
(Utility Purposes)

- F. Name and address of person authorized to receive the instrument after recording:

**Kent R. Inman, County Surveyor**  
**Marion County Department of Public Works**  
**5155 Silverton Road NE**  
**Salem, Oregon 97305**

## PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That Lineage Master RE, LLC a Delaware limited liability company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Marion County, a political subdivision of the State of Oregon**, hereinafter called the Grantee, its successors and assigns, a Permanent Utility Easement, which runs with the land, for public road and right-of-way purposes in, upon, and across real property located in Marion County, State of Oregon, and more particularly described as follows:

See Exhibit "A" and Exhibit Map attached to and made a part hereof.

The true and actual consideration paid for this conveyance is **One Hundred Nine Thousand Five Hundred and no/100 Dollars (\$109,500.00)**

Acquisition of the easement area by the county for right of way purposes does not relieve the grantor of any responsibility associated with the condition of the property.

(Signatures on Following Page)

Grantor:

Marion County Acceptance By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Brian Nicholas  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Marion County Public Works Director  
\_\_\_\_\_  
Title

STATE OF OREGON )  
  )ss.  
County of Marion )  
  )

This instrument was acknowledged before me on \_\_\_\_\_, 2025  
by \_\_\_\_\_ of \_\_\_\_\_  
as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
  )ss.  
County of Marion )  
  )

This instrument was acknowledged before me on \_\_\_\_\_, 2025  
by \_\_\_\_\_ of \_\_\_\_\_  
as \_\_\_\_\_.

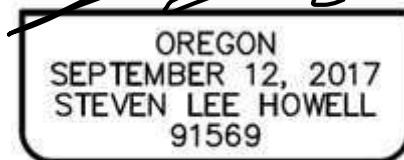
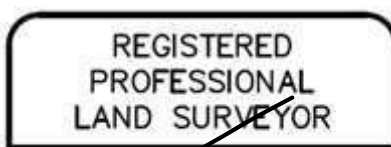
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**PERMANENT EASEMENT**

A 64.00 foot wide strip of land situated in the northwest and southwest one-quarter of Section 17, Township 6 South, Range 2 West of the Willamette Meridian, being a portion of that property as described in Reel 4374, Page 310, Marion County Records, and further described as follows.

The westerly 64.00 feet of Lots 7 and 8, Block 23 of the TOWN OF BROOKS, recorded in Volume 1, Page 41, Marion County Book of Town Plats.

Containing 7,680 square feet, more or less.



RENEWS: 6-30-2025



0' 60'  
SCALE: 1" = 60'

LINEAGE MASTER RE, LLC  
R.4374, P.310

NORTH LINE = EASTERLY  
EXTENSION OF THE NORTH  
LINE OF BROOKLAKE ROAD

PNW VEG CO, LLC  
EXHIBIT 'C' OF  
R.4370, P.413

**BROOKLAKE RD.**  
(C.R. 609)

**12' PUBLIC ALLEY**

**PERMANENT  
EASEMENT AREA**  
7,680 SF

LOT 7  
TOWN OF  
BROOKS  
BLOCK 23

**RICHLAND AVE.**  
(C.R. 610)

**UNION PACIFIC R.R.**

**FRONT ST.**

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

## EXHIBIT B

IN THE NW & SW 1/4 OF SECTION 17,  
TOWNSHIP 6 SOUTH, RANGE 2 WEST, W.M.  
MARION COUNTY, OREGON

DATE: JANUARY 29, 2025

SURVEYED FOR: KELLER ASSOCIATES



**FFN SURVEYING**

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
24-523

SHEET  
1/1

**Attachment C**  
**IRS Form W-9, Request for Taxpayer Identification Number and Certification**

Form  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**W-9**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b> :        : :        :
<b>or</b>
<b>Employer identification number</b> : :

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Attachment D**  
**Supplier ACH Setup Form**



**Marion County**  
OREGON

## SUPPLIER ACH SETUP FORM

Date: \_\_\_\_\_

Supplier (Payee) Name: \_\_\_\_\_ Supplier #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ (if known)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Remit To Address: \_\_\_\_\_ (if different from above)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address 1: \_\_\_\_\_ (remittance advice will be sent to this address)

Email Address 2: \_\_\_\_\_ (remittance advice will be sent to this address)

### Banking Information: (Please attach voided check or print out from your bank)

Bank Name: \_\_\_\_\_ Routing Number (ABA Number): \_\_\_\_\_

Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

### Begin making payments via electronic transfer effective:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### MARION COUNTY FINANCE USE ONLY

Bank Account Info Verified With Supplier: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Bank Account Setup: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Bank Account Setup Approved: Date: \_\_\_\_\_ Initials: \_\_\_\_\_