

835 Union Ave

Commercial Lot and Shop in Grants Pass
Close Proximity to Medical Complex



835 Union Ave

Grants Pass, Oregon 97526

Chris Martin - Ashley Lacer - Alex Larson

541.660.5111

Team@MartinOutdoorProperties.com



The Martin Outdoor Property Group logo features a stylized yellow and black arrow pointing to the right, followed by the word "MARTIN" in a large, bold, serif font. Below "MARTIN", the words "OUTDOOR PROPERTY GROUP" are written in a smaller, all-caps, serif font.

Remarks

An exceptional commercial development opportunity in one of Grants Pass' most strategically positioned growth corridors! Located in the heart of the Redwood area and just minutes from Asante Three Rivers Medical Center, this 2.02-acre parcel offers prime visibility and connectivity—ideal for medical, professional, or service-oriented commercial ventures.

The property enjoys just over **600 feet of frontage on scenic Allen Creek** and **direct access to the Allen Creek Trail**, providing possible foot traffic and integration with the surrounding community. Zoned **General Commercial (GC)**, the site supports a wide range of commercial uses—including retail, office, multifamily mixed-use, and more—with generous development allowances.

A **1,440 SF shop building** on site offers immediate utility—perfect for contractors, trades, storage, or interim workspace while development plans are underway.

Surrounded by a thriving medical and service hub with strong demand and tenant traffic, this site represents a rare chance to capitalize on Grants Pass' continued commercial expansion. Buyer to perform all due diligence regarding zoning and development potential.

Property Identification

The property has a physical address of 835 Union Ave, Grants Pass, OR 97527. It is made up of 1 tax lot and 1 account number as shown in the table below.

Property Identification						
Township	Range	Section	Tax Lot	Account #	Acres	Zoning
36	06	24DD	902	R4004315	<u>2.02</u>	GC
				Total	2.02	

Property Details

Access:	Access is via public, paved Union Avenue
Present Land Use:	Commercial Lot
2024 Taxes:	In process - the property has an assessed value of approximately \$316,000
Zoning:	GC (General Commercial)
Topography:	Level
Domestic Water:	Public water services
Sanitation:	Public sanitation services - Lift pump
Electric/Power:	Standard residential services

Shop Characteristics

Gross Area:	1,440 square feet
Year of Construction:	1986 (county records)
Bathrooms:	One
Flooring:	Slab floor
Exterior Walls:	Metal
Roofing:	Metal



Locational Attributes

Southern Oregon Region: Southern Oregon is strategically located midway between Portland and San Francisco on Interstate 5, with convenient connections to the Oregon coast via Highway 199 and to eastern Oregon via Highways 62 and 140. This good transportation network helps link the most populated cities in the region of Medford, Ashland, Jacksonville, and Grants Pass.

Southern Oregon is an outdoor lifestyle paradise – if there is something related to the outdoors that you love doing, you can do it here! Recreation in the area is vast and there is no shortage of hiking trails, fishing holes, or live water activities due to the abundance of rivers and lakes. The region is home to a wide array of natural amenities like Crater Lake, the Oregon Caves National Monument, and the Rogue River. The area enjoys a mild Mediterranean climate with four distinct seasons and mild winters.

Timber, pears, and cattle have historically been the leading agricultural economic drivers in Southern Oregon. In recent years the region has seen a rise in other types of agriculture including row crops as well as permanent plantings (wine grapes). In more recent years, the area has begun to see increase in notoriety within the wine industry for the region's ability to grow many different varietals at a high quality.

Climate

From a climate perspective, Southern Oregon offers the most diverse growing conditions in Oregon and arguably in the United States. According to Dr. Greg Jones, a local expert climatologist, the maritime air masses that originate over the Pacific are cooled by the ocean currents offshore and moderate the climate of the region. The Rogue Valley has the higher elevations and, along with their general north-south tending valleys, proximity to the ocean, and intervening topographical barriers, creates a climate transect of wetter and cooler conditions in the western parts of the region to the warmer and drier eastern areas.

Winter temperatures below freezing and summer temperatures above 90°F are common. July average maximum temperatures range from the low 80s to the lower 90s and January average minimum temperatures stay around the low 30s. There is an average of 36 inches of rain and an average of 5 inches of snow per year. On average, there are also 194 sunny days per year in Josephine County.

Sources: Greg Jones, <https://www.linfield.edu/wine/greg-jones.html> and Sperling's Best Places.

Notice of Disclosures

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Exhibit A

(Property Information)

JOSEPHINE COUNTY PROPERTY ASSESSMENT & TAX DATA

Property	Owner	Property Address	2025 In Process Real Market Value
R4004315	ALLEN CREEK LIMITE... ▾	835 UNION AVE, GRANTS PASS, OR 97527	\$436,670

Property Page:	Property Details ▾
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2025 GENERAL INFORMATION

RELATED PROPERTIES

Property Status	A Active	Linked Properties	-
Property Type	Commercial		
Legal Description	P.P. 2024-028, PARCEL A, ACRES 2.02		
Alternate Account Number	-		
Neighborhood	C6 Commercial Nbhd 6		
Map Number	36-06-24-DD-000902-00		
Property Use	201-HBU Comm; Zone Comm; Improved		
Levy Code Area	01		
Zoning	GC		

2025 OWNER INFORMATION

Owner Name	ALLEN CREEK LIMITED LLC
Mailing Address	-

2025 IMPROVEMENTS

⌕ Expand/Collapse All

Improvement #1		Improvement Type			Beds
-		Misc Imp			0
ID	SEGMENT TYPE	SEGMENT CLASS	YEAR BUILT	AREA	DETAILS
1	GENERAL PURPOSE BUILDING	CLASS 4	1986	1,440	⌵ Details
Eff Yr Built	2000	Adjustment %	-	Roof Styles	MTL
Baths	-	Heat/AC	-	Fireplaces	-
Flooring	CCS	Foundation	CC	Int Finish	-
		Ext Finish	FGAL		

2025 LAND SEGMENTS

STATE CODE	SEGMENT TYPE	LAND SIZE
L1	201 Commercial; Commercial; Improved	2.02 Acres
L2	OSD On-Site Development	-
TOTALS		87991.20 Sq. ft / 2.02 acres

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2025 (In Process)	\$12,720	\$423,950	\$436,670	\$0	\$428,310

SALES HISTORY

SALE DATE	SELLER	BUYER	INST #	SALE PRICE	INST TYPE
	ALLEN CREEK LIMITED LLC	ALLEN CREEK PROPERTIES LLC (ET AL)	24-011841	-	Bargain & Sale
	ALLEN CREEK LIMITED LLC	ALLEN CREEK LIMITED LLC	24-009377	-	Partition Plat

Bills for R4004315 not found.
Please contact the Assessor's office if you have further questions.

Payment History for R4004315 not found.
Please contact the Assessor's office if you have further questions.

Exhibit B

(Property Maps)

S1/16 Corner
per Survey No. 58-63
Not visited this survey

REDWOOD AVENUE

NOTE: Rights of access to Redwood Highway from
Parcels A and B were relinquished to the State of
Oregon per Vol.198 Pg.220, J.C.D.R. and Document
No. 99-2589, J.C.B.R.

REDWOOD

HIGHWAY

(HWY 199)

PARTITION PLAT
NO. 2015-36

PARTITION PLAT
NO. 2012-18

PARTITION PLAT
NO. 1991-59

REDWOOD
CREEK
ROAD

SCALE:
1" = 100'

SCHUTZWOHL
LANE

E1/16
Corner

LEGEND:

- Set 5/8"x30" Iron Rod with a blue plastic cap marked "G.D. WICKS PLS 1108"
- Found 5/8" Iron Rod per Partition Plat 2003-96
- Found 5/8" Iron Rod per Survey No. 98-99
- Found 5/8" Iron Rod per Survey No. 12-77
- Found 5/8" Iron Rod per Survey No. 230-79
- Found 5/8" Iron Rod per Survey No. 169-86
- Found 5/8" Iron Rod per Survey No. 115-85
- Found Brass Cap as shown
- W.C. Witness Corner
- J.C.B.R. Josephine County Book of Records
- J.C.D.R. Josephine County Deed Records
- J.C.O.R. Josephine County Official Records
- 25' wide access easement across Parcel B in favor of Parcel A (reserved herewith)
- 20' wide private drainage easement across Parcel A in favor of Parcel B (reserved herewith)
- Existing 14.56' wide easement for ingress and egress in favor of T.L. 901 per Doc. No. 82-2167 J.C.B.R. and Exhibit "A" per Doc. No. 2019-12106, J.C.O.R.
- Existing 20' wide access easement per Doc. No. 2007-15369, J.C.O.R.
- Existing 35'x50' exclusive easement ("B") for operating and maintaining communications equipment, and 20' wide non-exclusive access/utility easement ("C") per Doc. No. 2019-12106, J.C.O.R.
- Existing 25' wide sanitary sewer easement per Partition Plat No. 2003-96
- Existing pedestrian, bicycle, and safety easement of variable width per Doc. No. 2015-2227, J.C.O.R.

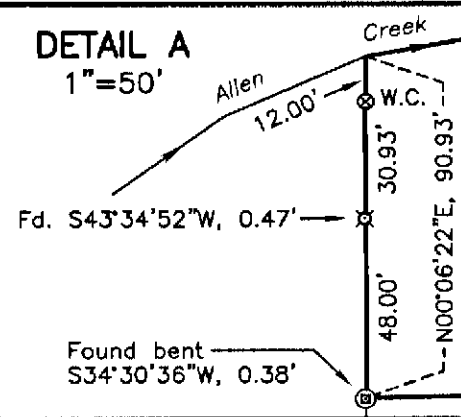
BASIS OF BEARINGS:
Record bearing of S89°06'52"W for the south line of
Parcel 2, Partition Plat 2003-96.

Tax Lots 901, Map No. 36-06-24-DD

This plat was prepared using HP Ink Cartridge No. 4844A on Milano JPC-4M2 polyester film.

DETAIL A

1"=50'



LINE DATA

L1	N79°58'16"E, 35.56'	L11	N53°37'24"E, 23.80'
L2	N46°02'04"E, 40.78'	L12	N50°43'30"E, 55.55'
L3	N30°13'54"E, 25.27'	L13	N44°53'15"E, 31.13'
L4	N63°23'13"E, 43.14'	L14	N15°36'43"E, 8.68'
L5	S54°49'25"E, 21.16'	L15	N84°48'10"E, 23.55'
L6	N77°39'21"E, 51.84'	L16	N59°34'22"E, 7.08'
L7	N61°40'48"E, 38.66'	L17	N59°34'22"E, 32.92'
L8	S89°54'15"E, 43.06'	L18	S00°08'31"W, 35.00'
L9	S75°24'44"E, 40.07'	L19	S00°08'31"W, 30.01'
L10	N82°26'55"E, 33.19'		

FINAL PLAT
PARTITION PLAT

PROJECT NO.
1425-23-490
DRAWING NO.
924-18.24
DATE
Aug. 15, 2024
SCALE
1" = 100'

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary D. Wicks
OREGON
JULY 28, 1977
GARY D. WICKS
1108
RENEWAL DATE: 6-30-26

SURVEYED FOR:
Allen Creek Limited, LLC
3149 South River Road
Grants Pass, Oregon 97527
Tel: 541-660-5035

LOCATED IN
SE1/4SE1/4 of Section 24
Township 36 South, Range 6 West, W.M.
Josephine County, Oregon

SURVEYED BY:
WICKS ENGINEERING & SURVEYING
311 NE "D" Street
Grants Pass, Oregon 97526
Tel: 541-479-3436

SURVEYOR'S CERTIFICATE

I, Gary D. Wicks, Oregon Professional Land Surveyor No. 1108, hereby certify that I have accurately surveyed and marked with proper monuments the tract of land represented on this Partition Plat. I have designated an existing 5/8" diameter iron rod at the southeast corner of Parcel A as the INITIAL POINT as shown on Sheet 1. Said tract of land is located in the Southeast Quarter of the Southeast Quarter of Section 24, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon and is more particularly described as follows:

Parcel 2 of Partition Plat No. 2003-96.

containing 2.83 acre, more-or-less.

Gary D. Wicks
Gary D. Wicks, P.L.S. 1108

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS that ALLEN CREEK LIMITED, LLC is the owner of the land described in the Surveyor's Certificate and has caused the same to be surveyed and partitioned into the parcels as shown on Sheet 1. The ten foot wide City Utility Easement is hereby dedicated to the public forever. The twenty-five foot wide access easement across Parcel B and the twenty foot wide private drainage easement across Parcel A are hereby reserved as shown on Sheet 1.

James M. Lowe
James M. Lowe, Member/Manager
Allen Creek Limited, LLC

STATE OF OREGON, County of Josephine } ss.

This is to certify that on this 30 day of September, 2024 before me personally appeared James M. Lowe, Member/Manager, with the authority of and on behalf of ALLEN CREEK LIMITED, LLC, known to me to be the identical person described in and who executed the above declaration. He acknowledges the foregoing instrument to be his voluntary act and deed.

Carol Holland
Notary Public - Oregon (printed)
Commission No. 1021274
Notary Public - Oregon (signature)
My Commission Expires: 1-26-26

EASEMENTS OF RECORD NOT SHOWN

- 1.) 10 foot wide power easement for transmission and distribution of electricity (possibly along the east line of Section 24) per Vol.86, Pg.428, J.C.D.R.
- 2.) 20 foot wide power easement for transmission and distribution of electricity (possibly along the south line of Parcel A) per Vol.199, Pg.476, J.C.D.R.
- 3.) Power easement for transmission and distribution of electricity (no specific width or location given) per Vol.288, Pg.365, J.C.D.R.
- 4.) Easements per Document No. 2002-2814, J.C.O.R. (locations and dimensions were never finalized - see Document No. 2002-18836, J.C.O.R.).
- 5.) 10 foot wide power easement (no specific location given) for underground electric distribution and communication lines per Document No. 2009-6856.

This plat was prepared using HP Ink Cartridge No. 4844A on Milano JPC-4M2 polyester film.

NARRATIVE

PURPOSE: To partition Parcel 2 of Partition Plat No. 2003-96 into the two parcels shown as directed by the owners and approved by the Director's Decision for City of Grants Pass Project No. 103-00158-24.

PROCEDURE: Control points set for the survey of Partition Plats No. 2003-54 and 2003-96 were found and used to check the positions of the corners for Parcel 2, Partition Plat No. 2003-96. The corners were accepted as found with the following exceptions: the three corners at and nearest the southwest corner of Tax Lot 1000 which are located on, or near, an unstable steep bank that has sloughed off. The iron rods that I set per Partition Plat 2003-96 were reset. The iron rod witness corner set per Survey No. 12-77 has moved slightly. The new location is shown on Sheet 1. The iron rods at and nearest the southwest corner of Parcel 2, Partition Plat No. 2003-96 appear to have been disturbed by the construction of the nearby bike path. The iron rod at the southwest corner of said Parcel 2 has been bent to the north. The new locations are also as shown on Sheet 1. The corners of the new parcels were then set as shown.

DOCUMENTS USED:

Partition Plats No. 1991-59, 2003-54, 2003-96, 2012-18, and 2015-36
Documents No. 2022-12612 and 2022-13566, Josephine County Official Records

INSTRUMENTS USED:

Wild T-1600 Theomat and a Distomat DI-1600 E.D.M.I. with a combined accuracy of 1 second and 3 mm ± 2 ppm.

BASIS OF BEARINGS:

Record bearing of S89°06'52"W for the south line of Parcel 2, Partition Plat 2003-96.

APPROVALS

We, the undersigned, do hereby approve this plat and declaration for true and legal form.

Wanda H. Sligh
City Surveyor
this 2nd day of October, 2024

James M. Lowe
City Finance Director
this 2nd day of October, 2024

David C. Clark
Community Development Director
this 7th day of October, 2024

All taxes, fees, assessments or other charges as provided by O.R.S. 92.095 have been paid this 7th day of October, 2024.

Josephine County Assessor or Deputy

STATE OF OREGON, County of Josephine } ss.
I hereby certify that this Partition Plat was filed for record on this 8th day of October, 2024 at 9:10 o'clock A.M. and recorded as Partition Plat No. 2024-28 of the Official Records of Josephine County, Oregon.

Josephine County Clerk or Deputy

JOSEPHINE COUNTY OFFICIAL RECORDS
RECORDING DIVISION
2024-009377
10/08/2024 09:10 AM
Doc# 1 Fee# 1 Stamp# 1
\$5.00 \$20.00 \$11.00 \$60.00 \$10.00 \$5.00 Total \$111.00



I, Rhannon Heikels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

Tax Lots 901, Map No. 36-06-24-DD

SHEET NO.
2 of 2

PROJECT NO.
1425-23-490
DRAWING NO.
925-18.24
DATE
Aug. 15, 2024
SCALE

REGISTERED
PROFESSIONAL
LAND SURVEYOR
GARY D. WICKS
OREGON
JULY 22, 1977
RENEWAL DATE: 6-30-26

SURVEYED FOR:
Allen Creek Limited, LLC
3149 South River Road
Grants Pass, Oregon 97527
Tel: 541-660-5035

LOCATED IN
SE1/4SE1/4 of Section 24
Township 36 South, Range 6 West, W.M.
Josephine County, Oregon

SURVEYED BY:
WICKS ENGINEERING & SURVEYING
311 NE D Street
Grants Pass, Oregon 97526
Tel: 541-479-3436

FINAL PLAT
PARTITION PLAT

PARTITION PLAT NO. 2024-28

This aerial map displays a section of Allen Creek. A red boundary outlines a specific area of interest, which includes a wooded section and a grassy field. A cyan line traces the course of the creek. The map also shows surrounding infrastructure, including a multi-lane road with a '199' highway shield, several commercial buildings with parking lots, and residential areas. Labels 'ALLEN CREEK' and 'Cartwrights' are visible. A scale bar at the bottom right indicates distances from 0 to 200 feet.




835 Union Ave, Grants Pass, OR, 97527
Oregon, AC +/-



 Boundary

835 Union Ave, Grants Pass, OR, 97527
Oregon, AC +/-



 Boundary



The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Exhibit C

(Preliminary Title Report)



First American Title™

First American Title Insurance Company

118 NE C Street
Grants Pass, OR 97526
Phn - (541)476-6884
Fax - (866)637-1007

Order No.: 7161-4291365
July 22, 2025

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

LISA TATE, Escrow Officer/Closer
Phone: (541)779-7250x5435 - Fax: (866)839-7125- Email:LTate@firstam.com
First American Title Insurance Company
1225 Crater Lake Avenue, Suite 101, Medford, OR 97504

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Hunter Fanelli, Title Officer
Phone: (541)476-6884 - Email: hfanelli@firstam.com

Preliminary Title Report

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Josephine County Tax Roll:

835 Union Avenue, Grants Pass, OR 97527

2021 ALTA Owners Standard Coverage	Liability \$	435,000.00	Premium \$	1,220.00
2021 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Extended Coverage	Liability \$	TBD	Premium \$	TBD
Endorsement 9,10 & 22			Premium \$	100.00
Govt Service Charge			Cost \$	30.00
Other			Cost \$	

Proposed Insured Lender: Lender To Be Determined

Proposed Borrower: TBD

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of July 18, 2025 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

Allen Creek Limited LLC as to an Undivided 67% interest and Allen Creek Properties, LLC as to an Undivided 33% interest

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims or title to water, whether or not shown by the public record.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
8. Taxes for the fiscal year 2025-2026 a lien due, but not yet payable
9. City liens, if any, of the City of Grants Pass.

10. The rights of Grants Pass Irrigation District to use and maintain existing ditches and canals, if any.
11. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Allen Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
12. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Allen Creek.
13. Easement, including terms and provisions contained therein:
Recording Information: [Volume 86, Page 428](#) and [Volume 199, Page 476](#), Deed Records
In Favor of: California Oregon Power Company
For: Transmission and distribution of electricity
14. Access to the herein described property has been relinquished to the State of Oregon, except as set forth in instrument recorded January 6, 1959, in [Volume 198, Page 220](#), Deed Records.
15. Easement, including terms and provisions contained therein:
Recording Information: [Volume 288, Page 365](#), Deed Records
In Favor of: Pacific Power and Light Company
For: Transmission and distribution of electricity
16. Annexation Agreement, including terms and provisions thereof.
Recorded: January 21, 1982 as Document No. [82-00887](#)
17. Easement, including terms and provisions contained therein:
Recording Information: Document No. [2002-002814](#)
For: Storm water, drainage lines and an irrigation culvert
18. City of Grants Pass, Ordinance No. 5113, an Ordinance An Ordinance creating advance financed District "CC4521 - Traffic Signal," for the installation of a traffic signal on Allen Creek Road
Recorded: April 25, 2002 as Document No. [2002-008801](#)
19. City of Grants Pass, Ordinance No. 5112, an Ordinance An Ordinance creating advance financed District "CC4521 - Road & Water," for the installation of a Road and Water Improvements in Allen Creek Road
Recorded: April 25, 2002 as Document No. [2002-008802](#)
20. Agreement for Grant of Easement, including terms and provisions thereof.
Recorded: Document No. [2002-018836](#), Official Records and shown in Partition Plat No. [2003-096](#)
21. Easement, including terms and provisions contained therein:
Recording Information: Document No. [2002-019052](#)
In Favor of: City of Grants Pass
For: Public utility purposes
22. Service and Annexation Agreement, including terms and provisions thereof.
Recorded: Document No. [2003-031669](#)
23. Limits of access control, as set forth on Partition Plat No. [2003-096](#).

24. Easement as shown on the recorded plat/partition
For: Sewer
Affects: 20 feet wide along Easterly line as shown on Partition Plat No. [2003-096](#)
25. Easement, including terms and provisions contained therein:
Recording Information: August 07, 2007 as Document No. [2007-015370](#)
In Favor of: Sandy Cartwright also known as Sandra L. Cartwright
For: Ingress, Egress and Utility purposes
26. An unrecorded lease and the terms and conditions thereof, disclosed by instrument recorded under recording no. September 10, 2008 as Document No. [2008-014252](#).

Lessor: Allen Creek Limited, LLC
Lessee: Edge Wireless LLC, an Oregon limited liability company
Dated: March 24, 2008
27. Easement, including terms and provisions contained therein:
Recording Information: April 24, 2009 as Document No. [2009-006856](#)
In Favor of: PacifiCorp, an Oregon corporation
For: Underground Right of Way
28. Easement, including terms and provisions contained therein:
Recording Information: February 24, 2015 as Document No. [2015-002227](#)
In Favor of: The City of Grants Pass, a Municipal Corporation
For: Pedestrian, Bicycle and Safety
29. Easement Agreement and the terms and conditions thereof:
Between: Allen Creek Limited, LLC., an Oregon limited liability company
And: SBA Towers X, LLC, a Delaware limited liability company
Recording Information: September 25, 2019 as Document No. [2019-012106](#)
(Assignment, recorded September 25, 2019 as Document No. [2019-012107](#))
30. Easements as delineated on the official plat of Partition Plat No. [2024-28](#)
31. With respect to Allen Creek Limited LLC and Allen Creek Properties, LLC:
a. A copy of its operating agreement or similar document and any amendments thereto;
b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
32. Unrecorded leases or periodic tenancies, if any.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against TBD that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2024-2025 PAID IN FULL

Tax Amount: \$3,295.76
Map No.: 36-06-24DD TL 901 (NON SEG)
Property ID: [R4004315](#)
Tax Code No.: 01

NOTE: The 2025-2026 Tax Account No. will be [R4004315](#) (36-06-24DD TL 902).

NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: An easement appurtenant to the herein described property for ingress and egress, including the terms and provisions thereof, as set forth in instrument recorded August 07, 2007 as Document No. [2007-015369](#), Official Records of Josephine County, Oregon.

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: Bargain and Sale Deed recorded December 31, 2024, as Document No. [2024-011841](#), Allen Creek Limited LLC to Allen Creek Properties, LLC

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

HUNTER FANELLI
TITLE OFFICER
hfanelli@firstam.com

Recording Information

For county recording requirements and fees visit

https://www.josephinecounty.gov/government/county_clerk__recorder/recording/index.php

NOTE: Non-standard Document Fee of \$20.00, if applicable, will be imposed by the county clerk for documents presented for recording that fail to meet the requirements established by ORS 205.27

You can also calculate fees by using our Title Fee Calculator at <https://facc.firstam.com/>.

cc: Lender To Be Determined

cc: Chris Martin, Land Leader NW, LLC
3811 Crater Lake Highway, Medford, OR 97504

Exhibit "A"

Real property in the County of Josephine, State of Oregon, described as follows:

Parcel A of Partition Plat No. [2024-28](#), located in the Southeast quarter of the Southeast quarter of Section 24, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon.



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

Rev. 07-01-21



Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

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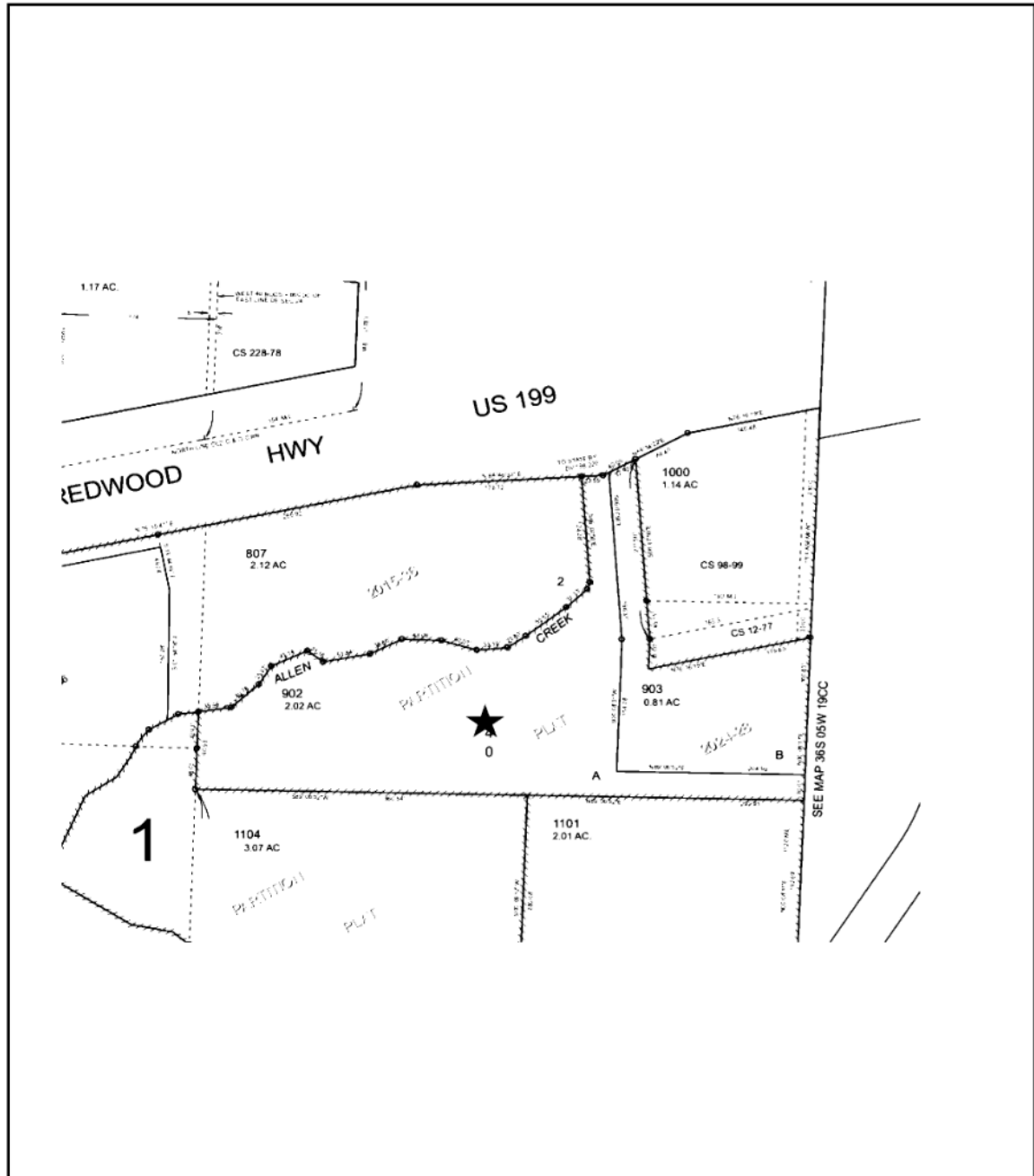
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FIRST AMERICAN TITLE
Insurance Company of Oregon



TOWNSHIP 36 RANGE 6 SECTION 24DD

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