

# Offering Memorandum

## Two Single Level Homes on One Lot

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407 & 409 S Shasta Avenue  
Eagle Point, Jackson County, Oregon 97524



**HOMIES**  
*by* **MOPG**

## Remarks

Investment opportunity with two homes on one lot in Eagle Point offering immediate income potential, flexible living options, and long term upside. This is an excellent opportunity for an investor seeking steady rental income, a buyer looking to live in one home while offsetting expenses by renting the other, or someone wanting added versatility for multigenerational living, guest space, or a dual residence setup. With one unit currently rented and the other vacant and ready for market rents, the property offers both current stability and immediate upside, while also creating a rare chance for an owner occupant to enjoy independent living with built in income potential.

407 Shasta is currently tenant occupied and features a single level 2 bedroom, 1 bathroom layout. This wood frame home includes a refrigerator and range, with the tenant paying all utilities for added owner efficiency. Interior features include carpet and vinyl flooring, cadet heaters, a functional kitchen, laundry area, good storage, and slab foundation construction. Outside, the home offers a large fenced side and backyard along with gravel parking, creating practical everyday use and appealing outdoor space.

409 Shasta is vacant and ready for a new tenant at market rents, creating immediate income opportunity from day one. This single level wood frame home offers 2 bedrooms and 1 bathroom with a practical layout that includes a kitchen, living room, and large laundry area. Appliances include a cooktop, oven, and refrigerator. Interior finishes include carpet and vinyl flooring with cadet heaters for zoned comfort. The fenced backyard, cute front yard, and covered front porch add charm and functionality, making this an appealing rental option or a comfortable primary residence for an owner who wants to live onsite while generating income from the second home.

Located in the heart of Eagle Point, this property benefits from a community known for its small town charm, welcoming atmosphere, and convenient access to the greater Rogue Valley. Eagle Point offers a balance of slower paced living and everyday convenience, with local schools, parks, shopping, and dining nearby. The area is well known for outdoor recreation, including access to the Rogue River, Lost Creek Lake, hiking, fishing, and other year round adventures. Eagle Point is also home to a well regarded golf course and offers a strong sense of community pride, all while being just a short drive to Medford for expanded amenities, medical services, and regional employment.

### *407 S Shasta At a Glance*

Year Built	1946
Total County SF	660 square feet
Heating/Cooling	Cadet heating with one window A/C unit
Foundation	Slab
Roof	Composition
Bedroom/Bathroom County	2 bedrooms/1 full bathroom
Description	Gravel parking, fenced side and backyard with small shed, living room, kitchen, and laundry areas with door to the laundry as well
Current Rent	\$1,125 per month
Security Deposit	\$2,100
Appliances	Range and refrigerator

### ***409 S Shasta At a Glance***

Year Built	1940
Total County SF	824 square feet
Heating/Cooling	Cadet heating
Foundation	Concrete perimeter
Roof	Composition
Bedroom/Bathroom County	2 bedrooms/1 full bathroom
Garage	280 square feet (currently rented by 407 tenant)
Description	Gravel parking, front and back yards living room, kitchen, and laundry areas with door to the laundry as well
Current Rent	N/A - Vacant
Security Deposit	N/A - Vacant
Appliance	Oven and refrigerator

## Property Description

Township	Range	Section	Tax Lot	Account #	Acres	Zoning	2025 Taxes
36S	1W	3DB	600	10212216	0.22	R-2	\$1,911.82
				<b>Total</b>	<b>0.22</b>		

**Address:** 407 & 409 South Shasta Avenue, Eagle Point, Oregon 97524

**Topography:** Level

**Elevation:** Around 1,300'

**Electric:** Pacific Power; standard 200 amp service

**Internet & Phone:** Spectrum

**Domestic Water:** Public water services

**Sanitation:** Public sanitation services

**Parking:** Detached 280 SF garage and shared gravel parking

## Aerial Image



# Location

## Nearest Towns

Eagle Point is the everyday hub - groceries, dining, schools, fuel, medical services, and the Eagle Point Golf Club—plus direct access along OR-62 to both Medford and the Upper Rogue.

## The Rogue Valley

Medford, Ashland, Jacksonville, and Grants Pass anchor a four-season lifestyle: wine country, river recreation, trail systems, and a lively arts scene. Jacksonville's Britt Music & Arts Festival and Ashland's theater culture complement Medford's shopping, healthcare, and services. The Valley balances a small-town feel with practical convenience.

## Rogue Valley International—Medford Airport (MFR)

MFR offers the ease of a small airport with multiple daily nonstops to major West Coast hubs and reliable connections to national gateways. Quick check-ins, on-site rentals, and straightforward access make travel simple for business or leisure.

## Climate

At roughly 1,720 feet in elevation, the property rests in a transitional foothill zone where the Rogue Valley floor meets the high Cascades. Winters are cool and crisp with occasional snow, while summers bring warm afternoons that often reach into the 80s and 90s, balanced by reliably cool evenings. Annual precipitation averages in the mid-20 inches, concentrated in the fall and winter months, while the summer season is typically dry.

<b>Destination</b>	<b>Approx. Drive</b>
Eagle Point - city	~0.5 miles
Lost Creek Lake	~23 miles
Willow Lake	~29 miles
Medford Airport (MFR)	~10 miles
Providence Medford Medical Center	~10 miles
Medford - city	~12 miles
Ashland - city	~24 miles
Lake of the Woods	~35 miles
Mt. Ashland Ski Area	~45 miles
Crater Lake – Rim Village	~69 miles
Brookings (Oregon Coast)	~129 miles
Bend – city	~162 miles
Portland – city	~276 miles
San Francisco, CA	~374 miles

## Disclosures

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein; all information contained herein is subject to change, errors, and omission and is subject to your independent verification. John L. Scott/Martin Outdoor Property Group assumes no liability for inaccuracy contained herein. The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of the Sender or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.

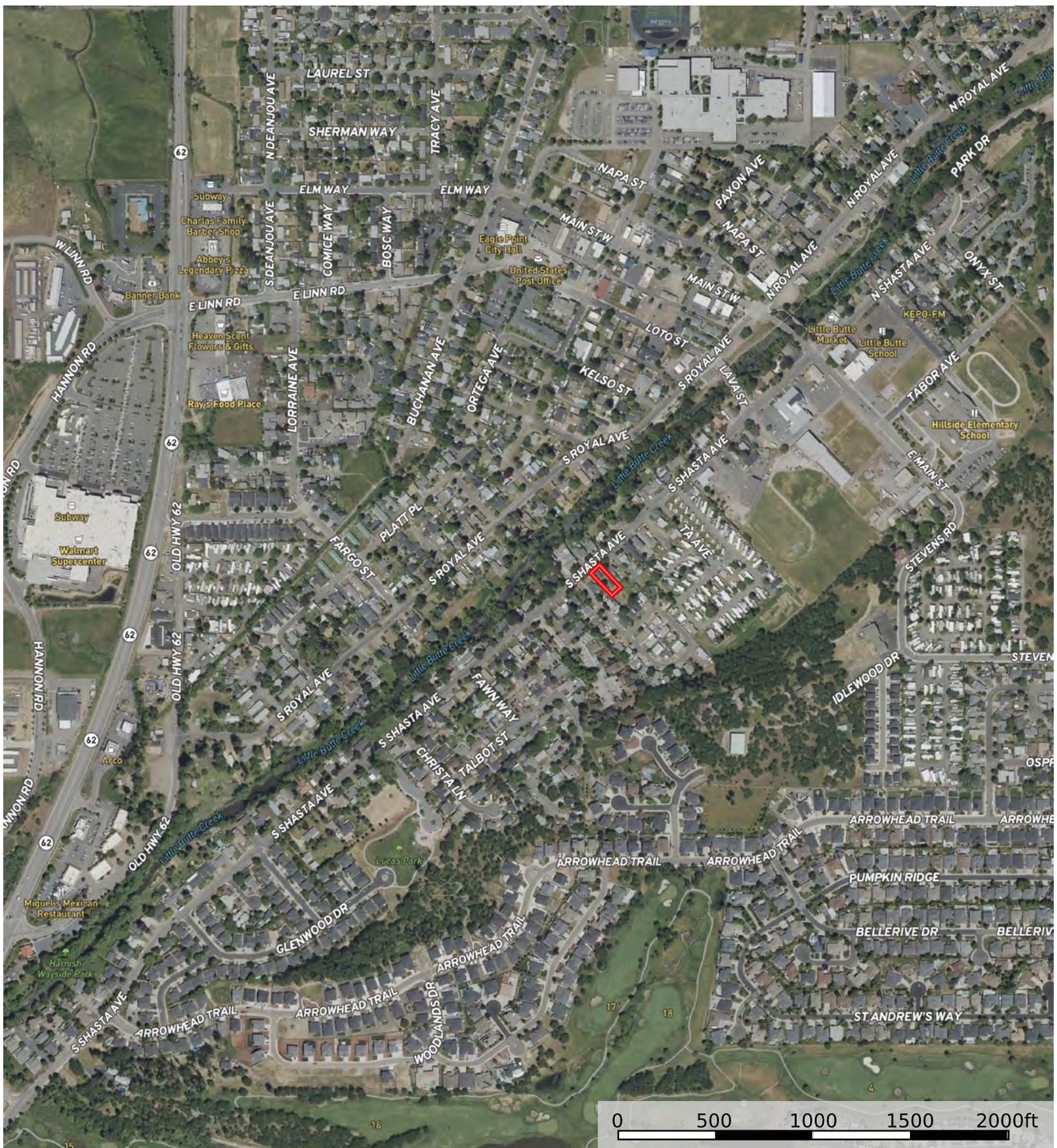
# EXHIBIT SECTION A

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## County Information



 Boundary



 Boundary

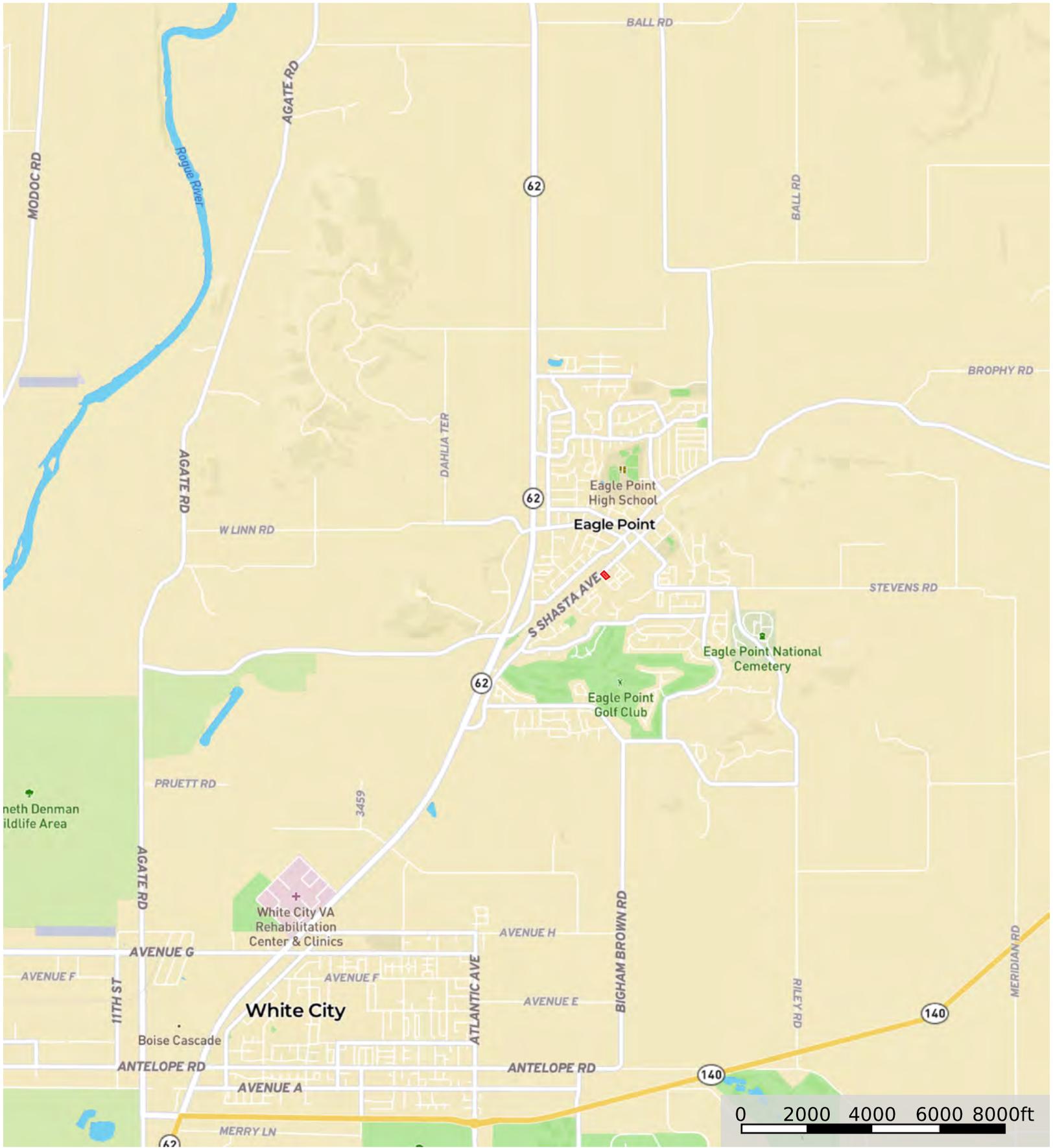


 Boundary



0 20 40 60 80ft

407/409 S Shasta Ave  
Oregon, AC +/-



 Boundary



**First American Title™**

Customer Service Department  
541.776.4555  
cservice@firstam.com  
Date: 01/29/2026

### OWNERSHIP INFORMATION

Owner: 407 & 9 Shasta LLC  
CoOwner: Beth, Reger  
Site: 407 S Shasta Ave Eagle Point OR 97524  
Mail: 157 Littrell Dr Medford OR 97504

Parcel #: 10212216  
Ref Parcel #: 361W03DB00600  
TRS: 36S / 01W / 03 / SE  
County: Jackson

### PROPERTY DESCRIPTION

Map Grid:  
Census Tract: 001403 Block: 2020  
Neighborhood:  
School Dist: 9 Eagle Point  
Impr Type:  
Subdiv/Plat:  
Land Use: 101 - Residential - Improved (typical of class)  
Std Land Use: 1001 - Single Family Residential  
Zoning: Eagle Point-R-2 - Multi-Family Low Density  
Lat/Lon: 42.468434 / -122.80389  
Watershed: Little Butte Creek  
Legal:

### ASSESSMENT AND TAXATION

Market Land: \$135,890.00  
Market Impr: \$120,700.00  
Market Total: \$256,590.00 (2025)  
% Improved: 0.00%  
Assessed Total: \$136,420.00 (2025)  
Levy Code: 0901  
Tax: \$1,866.72 (2024)  
Millage Rate: 14.0937  
Exemption: \$0.00  
Exemption Type:

### MAIN PROPERTY CHARACTERISTICS

Bedrooms: 2	Total SqFt: 660 SqFt	Year Built: 1946
Baths, Total: 1	First Floor: 660 SqFt	Eff Year Built:
Baths, Full: 0	Second Floor: 0 SqFt	Lot Size Ac: 0.22 Acres
Baths, Half: 0	Basement Fin: 0 SqFt	Lot Size SF: 9,583 SqFt
Total Units: 1	Basement Unfin: 0 SqFt	Lot Width: 0
# Stories: 1	Basement Total: 0 SqFt	Lot Depth: 0
# Fireplaces: 1	Attic Fin: 0 SqFt	Roof Material: Other
Cooling: No	Attic Unfin: 0 SqFt	Roof Shape:
Heating:	Attic Total: 0 SqFt	Ext Walls:
Building Style:	Garage: Detached 280 SqFt	Const Type:

### IMPROVEMENT: 46796 - 121 - RESIDENCE

#### One story

Year Built: 1946	Total SqFt: 0
Bedrooms: 2	Finished SqFt: 660
Bath Total: 0	1st Floor SqFt: 660
Garage SqFt: 0	2nd Floor SqFt: 0
Basement Unfin SqFt: 0	Attic Fin SqFt: 0
Basement Fin SqFt: 0	Attic Unin SqFt: 0
Floor Dsc:	

### PARCEL ID: 10212216

Condition:
Unfinished SqFt: 0
Carport SqFt: 0
Heat Type:
Ext. Wall:
Foundation:

**IMPROVEMENT: 46797 - 121 - RESIDENCE****PARCEL ID: 10212216****One story**

Year Built: 1940	Total SqFt: 0	Condition:
Bedrooms: 2	Finished SqFt: 824	Unfinished SqFt: 0
Bath Total: 0	1st Floor SqFt: 824	Carport SqFt: 0
Garage SqFt: 0	2nd Floor SqFt: 0	Heat Type:
Basement Unfin SqFt: 0	Attic Fin SqFt: 0	Ext. Wall:
Basement Fin SqFt: 0	Attic Unin SqFt: 0	Foundation:
Floor Dsc:		

**SALES AND LOAN INFORMATION**

Owner	Date	Doc #	Sale Price	Deed Type	Loan Amt	Loan Type
BETH VANWART	07/20/1999	38277		Warranty Deed		Conv/Unk
BAUMAN PAMELA G	02/03/1995	1995 03284	\$83,500.00	WD		

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

**STATEMENT OF TAX ACCOUNT**  
**JACKSON COUNTY TAX COLLECTOR**  
**JACKSON COUNTY COURTHOUSE**  
**MEDFORD, OR 97501**  
(541) 774-6541

29-Jan-2026

Tax Account #	10212216	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0901
Situs Address	407 SHASTA AVE S EAGLE POINT OR 97524		Interest To
			Feb 15, 2026

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2025	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,911.82	Nov 15, 2025
2024	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,866.72	Nov 15, 2024
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,803.49	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,754.35	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,702.55	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,808.59	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,781.08	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,747.24	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,704.26	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,671.26	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,616.65	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,570.46	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,394.33	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,218.64	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,421.57	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,438.28	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,408.10	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,390.00	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,370.19	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,322.79	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,297.67	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,309.53	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,298.65	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,245.95	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,219.25	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$794.84	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$778.74	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$769.67	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$737.69	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$823.26	Nov 15, 1996
1994	FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$3.00	Nov 15, 1994
Total		\$0.00	\$0.00	\$0.00	\$0.00		

# EXHIBIT SECTION B

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## Preliminary Title Report



**First American Title™**

First American Title Insurance Company

1225 Crater Lake Avenue, Suite 101  
Medford, OR 97504  
Phn - (541)779-7250  
Fax - (866)400-2250

Order No.: 7161-4360695  
March 17, 2026

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:

Regina Cranston, Title Officer  
Phone: (541)779-7250 - Email: rcranston@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 Jackson County Tax Roll:

407 Shasta Avenue, Eagle Point, OR 97524

2021 ALTA Owners Standard Coverage	Liability \$	365,000.00	Premium \$	1,080.00
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 & 8.1			Premium \$	100.00
Govt Service Charge			Cost \$	60.00
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 March 09, 2026 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

407 & 9 Shasta, LLC

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. City liens, if any, of the City of Eagle Point.
  9. The premises herein described are within and subject to the statutory powers of the Rogue Valley Sewer Services.

10. Right of way for ditches, canals and reservoir sites for irrigation purposes constructed, or which may be constructed, by authority of the United States, or otherwise, reserved in deed recorded in [Volume 159, Page 587](#).
11. With respect to 407 & 9 Shasta, 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.

According to the State of Oregon Corporation Site, said entity is inactive at this time.

12. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

- 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 2025-2026 PAID IN FULL

Tax Amount:	\$1,911.82
Map No.:	361W03DB 600
Property ID:	<a href="#">1-021221-6</a>
Tax Code No.:	9-01

NOTE: According to the public records, there has been no conveyance of the land within a period of 24 months prior to the date of this report, except as follows:

None

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!

REGINA CRANSTON  
TITLE OFFICER  
rcranston@firstam.com

Recording Information

For county recording requirements and fees visit  
<https://jacksoncountyor.gov/departments/clerk/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, John L Scott Real Estate  
871 Medford Center, Medford, OR 97504

## Exhibit "A"

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

Commencing at the Southeast corner Donation Land Claim No. 45 in Township 36 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence West along the South line of said claim 660.0 feet to a point on the Southeasterly line of the County Road; thence along said road line, South 46°28' West 627.0 feet to an iron pin; thence continuing along said road line, South 46°28' West 103.1 feet more or less to the most Westerly corner of tract described in [Volume 95 Page 7](#) of the Deed Records of Jackson County, Oregon; thence continuing along said road line, South 46°28' West 145.20 feet to the true Point of Beginning; thence South 43°32' East 158 feet; thence South 46°28' West 61 feet; thence North 43°32' West to East line of County Road; thence North 46°28' East 61 feet to the true Point of Beginning.

Note: This legal description was created prior to January 1, 2008.



## 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.

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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, 2025

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/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

