

FOR SALE

# 2.21 Acres Available

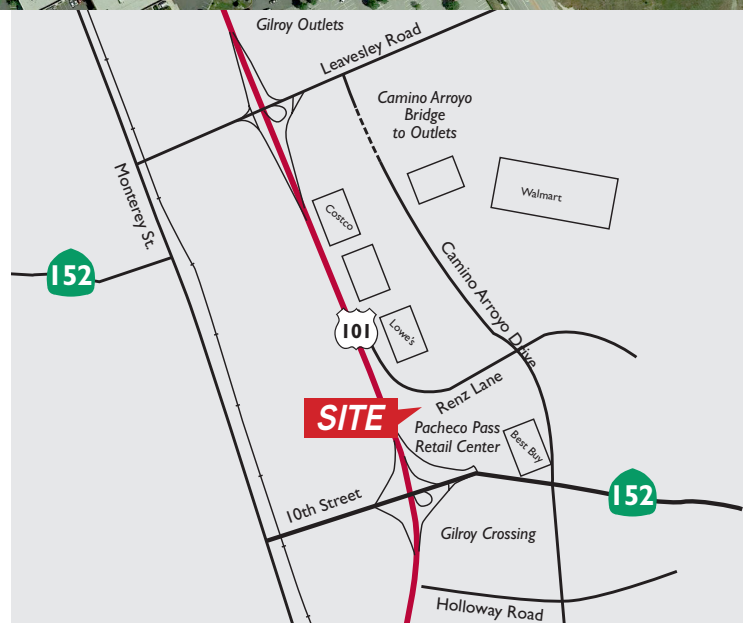


700-710 RENZ LANE, GILROY, CA



## Property Attributes

- 2.21 Acres
- Zoned M-2; General Industrial
- Conditional uses include schools, restaurants, recycling, wrecking yard, hospital, and several more
- Close proximity to Regional Retail Center
- Great freeway access
- \$849,000



For Further Information Please Contact:

**CHRIS TWARDUS**

Colliers international  
+1 408 282 3836  
chris.twardus@colliers.com  
CA License No. 00933014



**ED LAFOSSE**

Lafosse Asset Management  
+1 408 376 3917  
edlafosse@comcast.net  
BRE No. 00864594



**COLLIERS INTERNATIONAL**  
450 West Santa Clara Street  
San Jose, CA 95113  
+1 408 282 3800 Main  
+1 408 292 8100 Fax  
www.colliers.com

Information deemed reliable, but not guaranteed. Buyers to obtain their own verification

# Photos



View of site looking S/E



View of vacant single family house on site



View of site looking East



View of site looking West



View of site looking North



View of site looking West

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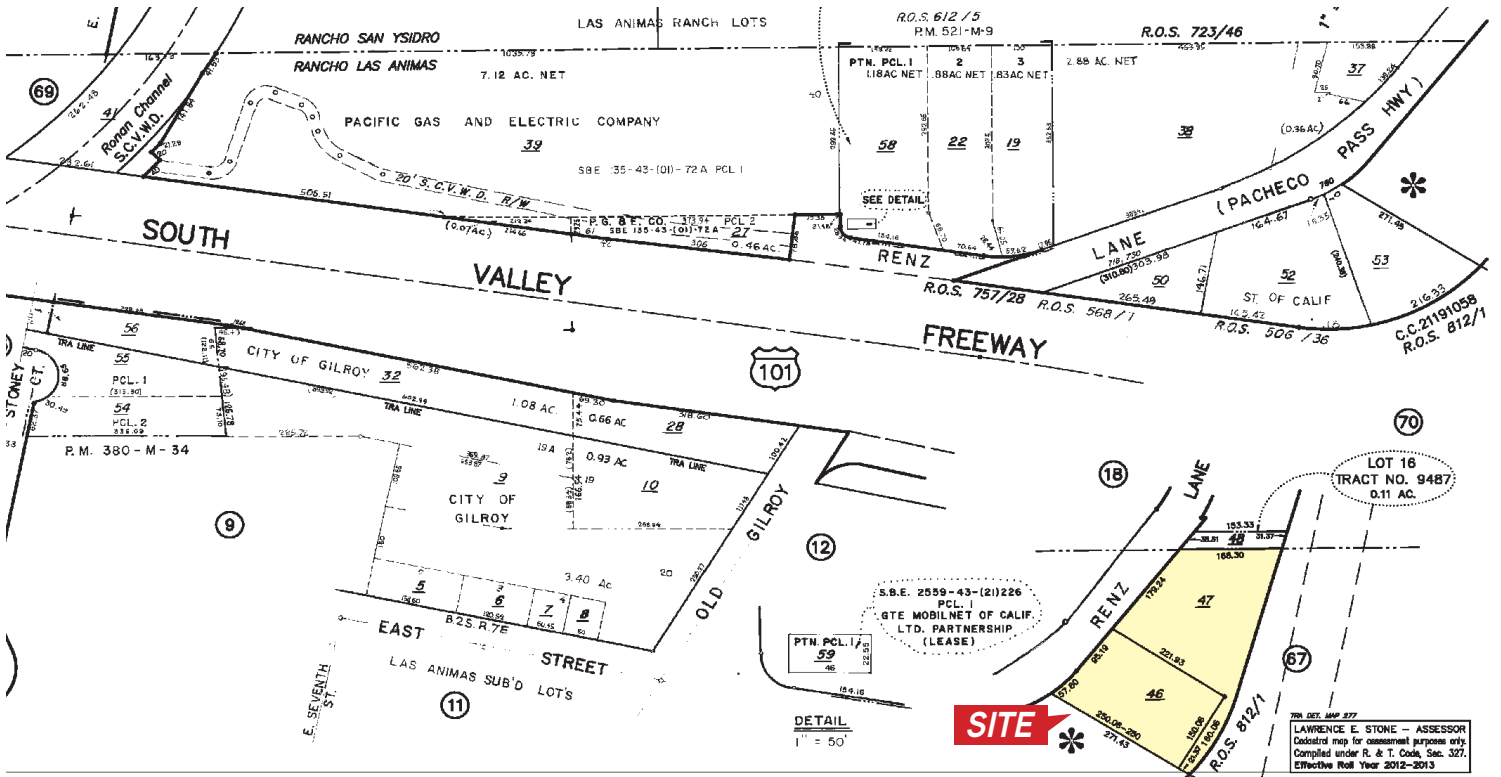
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# Parcel Map & Aerial



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## ARTICLE XXIII. INDUSTRIAL TABLES

### 30.23.10 Industrial use table.

(a) Statement of Intent. The intent of this industrial use table is to clearly and precisely designate permitted uses and conditional uses within each of the following districts:

CI	Campus Industrial
M1	Limited Industrial
M2	General Industrial

(b) Designation of Industrial Uses. The industrial use table indicates whether a variety of uses are unconditionally permitted, permitted only with a conditional use permit from the planning commission, or permitted only under special conditions. The planning commission, or its designee, shall determine, upon written request, whether or not any use not listed in the industrial use table is similar in character to a described use for the purpose of applying the district regulations and conditions.

(c) Industrial Use Table.

	CI	M1	M2
<b>Commercial Uses</b>			
Ancillary Retail <sup>4</sup>	C	C	C
Animal Hospital/Kennel		C	X
Amusement or Recreation Facility		C	C
Automobile Repair or Body Shop		X	X
Building Materials Sales and Storage Establishments		X	X
Cafeteria (for Employees Only)	X	X	X
Dry Cleaning and Laundry Facilities (Bulk)		X	X
Office (Corporate)	X	X	X <sup>5</sup>
Printing Shops	X	X	X
Professional Offices	X	X	
Recreational Vehicle Park, Travel Trailer Park or Camping Facility		C	C
Restaurant	X	C	C
Trailer, Commercial Truck, and Industrial Equipment Lease or Sales		X	X
Veterinarian Office		X	
<b>Industrial Uses</b>			
Assembly Plant—Electronics	X	X	X
Assembly Plant—Light (Scientific/Medical)	X	X	X

Assembly Plant—Heavy (Vehicles/Vessels/Equipment)			X
Cabinet Shop		X	X
Chemical Supply Establishment			X
Concrete Batch Plant			C
Contractor's Yard		X	X
Crematorium		X	X
Data Processing Establishment	X	X	X
Distribution Facility		X	X
Feed Yard		C	X
Food Processing Plant		C	X
Hazardous Waste Transport, Recycling, Processing, or Storage Facility <sup>2,3</sup>			C
Laboratory		X	X
Lumber Yard		X	X
Machine Shop		X	X
Manufacturing Plant—Electronic Components, Plastics, Ceramics	C	C	X
Manufacturing Plant—Heavy (Vehicles, Equipment, etc.)			X
Manufacturing Plant—Light (Scientific/Medical)	X	X	X
Mini-Storage, Locker Storage and Rental Facilities		X	X
Music Studio	X	X	X
Research and Development Facility	X	X	X
Sheet Metal Fabrication			X
Tow Yard		C	X
Truck Service Station, Stop, or Terminal		C	C
Truck Storage or Parking Yard		C	X
Truck Stop		C	C
Warehouse Facility		X	X
Waste Material Handling Facility/Recycling Facility			C
Welding Facility		X	X
Wholesale Establishments		X	X
Wrecking Yard or Dismantling Facility			C
<b>Public and Semi-Public Uses</b>			
Religious Institution	C	C	
Day Care Center	X	C	
Hospital or Clinic	X	C	C
Public Utility Service		X	X

Schools (Colleges, Vocational, Trade Schools)	X	X	C
<b>Temporary Uses</b>			
Caretaker's Residence <sup>1</sup>		C	C
Christmas Tree Lot		T	T
Festival	T	T	T
Outdoor Booth	T	T	T

X = Unconditionally permitted.

C = Permitted only with conditional use permit granted by planning commission.

T = Temporary use—See Article XLVII.

<sup>1</sup> If a caretaker's residence is in a trailer, recreational vehicle, or a mobile home, it will be permitted for only one (1) year, with a maximum one (1) year extension.

<sup>2</sup> Not permitted within one thousand (1,000) feet of the exterior limits of any school property or City of Gilroy water well.

<sup>3</sup> All hazardous waste transport, recycling, processing and storage facilities must comply with the County of Santa Clara's hazardous waste management plan.

<sup>4</sup> Ancillary retail sales uses include the sales, rental, display, storage, repair and servicing of commodities as part of an existing industrial business. Ancillary retail uses that do not exceed ten percent (10%) of the gross enclosed floor area for buildings that are ten thousand (10,000) square feet or less, or ancillary retail uses that do not exceed five percent (5%) of the gross enclosed floor area for buildings that are larger than ten thousand (10,000) square feet may be approved by the planning division manager, subject to the definition of "ancillary uses." Ancillary retail sales uses which are not approvable by the planning division manager will require approval of a conditional use permit. Conditional use permit findings on "ancillary retail" sales uses are subject to the following criteria:

(a) The floor area used for retail display and sales occupies no more than twenty-five percent (25%) of the gross floor area of the building.

(b) The area used for retail display and sales is separated from the remainder of the building area by a partition.

(c) All retail display and sales uses are conducted within a completely enclosed building.

(d) The retail use complies with all parking requirements of Article XXXI. Such uses do not increase the amount of parking or traffic beyond that generally associated with the primary industrial use.

(e) The retail use (including any signage, displays and advertising) is in keeping with the industrial character of the district.

<sup>5</sup> Corporate offices are allowed in the M2 district when in conjunction with an otherwise allowed industrial use for the district.

(Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)

**30.23.20 Industrial site and building requirement table.**

(a) Statement of Intent. The intent of the industrial site and building requirement table is to clearly and precisely establish the basic site and building regulations which shall apply to all

development in each of the following districts:

- CI      Campus Industrial
- M1      Limited Industrial District
- M2      General Industrial District

(b) Designation of Industrial Site and Building Requirements. The figures in the industrial site and building requirement table establish lot, yard, and height requirements for each of the industrial zoning districts. The table also indicates where additional site and building requirements, including, but not limited to, off-street parking, landscaping, signing, fences and obstructions, and performance standards, apply to industrial zoning districts.

(c) Industrial Site and Building Requirement Table.

<b>Industrial District Requirements</b>	<b>CI</b>	<b>M1<sup>1</sup></b>	<b>M2</b>
<b>LOT REQUIREMENTS</b>			
Building Coverage (Maximum)	50%	60%	60%
<b>YARD REQUIREMENTS (Minimum Setbacks in Feet)</b>			
Front (Measured from the Face of Curb)	41	41	26
Side	20	None	None
Side (Adjacent to Street – Measured from the Face of Curb)	31	31	31
Rear	20	None	None
<b>HEIGHT REQUIREMENTS (Maximum)</b>			
Building Height in Feet	35	35	75
Number of Stories	2	2	6
<b>ADDITIONAL REGULATIONS</b>			
Off-Street Parking, Article XXXI	Yes	Yes	Yes
Fences and Obstructions, Article XXXIV	Yes	Yes	Yes
Signing, Article XXXVII	Yes	Yes	Yes
Landscaping, Article XXXVIII	Yes	Yes	Yes
Performance Standards, Article XLI	Yes	Yes	Yes
<b>ESTABLISHED DEVELOPMENT POLICIES</b>			
Industrial Condominium Policy	Yes	Yes	Yes
Consolidated Landscaping Policy	Yes	Yes	Yes
Industrial Design Guidelines	Yes	Yes	Yes
Leavesley Road Policy	Yes	Yes	n/a
Tenth Street Policy	Yes	Yes	Yes

<sup>1</sup> All parcels within the geographical area bounded by Leavesley Avenue to the south, SR 101 to the east, Cohansey Avenue to the north and Monterey Road to the west are part of the Murray-Las Animas Avenue overlay combining district. Properties in this district are subject to the requirements of

section 30.20.40 and to the "Murray-Las Animas Avenue overlay combining district design policy."  
(Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)

**The Gilroy City Code is current through Ordinance  
2013-08, passed August 5, 2013.**

Disclaimer: The City Clerk's Office has the official version of the  
Gilroy City Code. Users should contact the City Clerk's Office  
for ordinances passed subsequent to the ordinance cited  
above.

City Website: <http://www.cityofgilroy.org/>  
(<http://www.cityofgilroy.org/>)  
City Telephone: (408) 846-0204  
Code Publishing Company  
(<http://www.codepublishing.com/>)  
eLibrary ([http://www.codepublishing.com  
/eLibrary.html](http://www.codepublishing.com/eLibrary.html))





Noreen Wright  
Stewart Title of California, Inc.  
2850 Cordelia Road, Suite 100  
Fairfield, CA 94534  
Phone: (408) 340-6710  
Fax:

## PRELIMINARY REPORT

Order No. : 01180-63733  
Title Unit No. : 7531  
Your File No. :  
Buyer/Borrower Name : to follow  
Seller Name : Linda Perdichizzi

Property Address: 700 Renz Lane, Gilroy, CA 95020  
710 Renz Lane, Gilroy, CA 95020

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of August 09, 2013 at 7:30 a.m.

Noreen Wright, Title Officer

**When replying, please contact:** Cheryl Alfano, Escrow Officer

Stewart Title of California, Inc.  
12124 Saratoga - Sunnyvale Road  
Saratoga, CA 95070  
(408) 867-6230

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
- 

## **SCHEDULE A**

**The estate or interest in the land hereinafter described or referred to covered by this report is:**

A Fee

**Title to said estate or interest at the date hereof is vested in:**

Linda Perdichizzi, as Successor Trustee of the Albin F. Todd Revocable Trust, dated May 5, 2003

## **LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Santa Clara, City of Gilroy and described as follows:**

Parcel One: APN: 841-10-046

BEING a portion of Ranch Lot 43 as shown on Map No. 7, accompanying the report of the Referees in the Las Animas Rancho Partition Suit, Action No. 5536 had in the Superior Court of the State of California, in and for the County of Santa Clara, and being also a portion of that certain 41.117 acre parcel of land shown as Parcel One, Henry Brem, on the Map entitled "Record of Survey for Brem Brothers in Ranch Lots 43,44,47", which Map is recorded in Book 69 of Maps, at page 17, Records of Santa Clara County, California, and being more particularly described as follows:

BEGINNING at an iron pipe in the northwesterly corner of the said 41.117 acre parcel of land in the southerly line of the Pacheco Pass Highway. and running thence along the westerly line of said 41.117 acre parcel S. 0° 09' 50" W., 250.00 feet to an iron pipe; thence S. 89° 50' 10" E. 150.00 feet to an iron pipe; thence N. 0° 09' 50" E. 221.90 feet to an iron pipe in the southerly line of the Pacheco Pass Highway distant thereon N. 82 ° 06' W. 179.37 feet from an iron pipe at the northeasterly corner of Ranch Lot 43; thence along the southerly line of the Pacheco Pass Highway N. 82 06' W. 95.19 feet to an iron pipe and N. 74° 28' W. 57.80 feet to the point of beginning, and containing therein 0.804 acres of land.

There is hereby granted the right to take and use water for domestic purposes, in common with all other persons who now have or may hereafter acquire the right to take or use water, from the existing well on the lands of grantor located approximately 300 yards south of the property described herein, and the right to enter on said lands and lay water pipes for conducting water to the land herein described.

Parcel Two: APN: 841-10-047

BEING a portion of Las Animas Ranch Lot 43 as shown on Map No. 7 accompanying the Final Report of the Referees in the Las Animas Rancho Partition Suit, Action No, 5536 had in the Superior Court of the State of California, in and for the County of Santa Clara, and being also a portion of that certain 41.117 acre parcel of land shown as Parcel One, Henry Brem, on the Map entitled "Record of Survey for Brem Brothers in Ranch Lots 43, 44,47", which Map is recorded in Book 69 of Maps at page 17, Records of Santa Clara County, California, and being more particularly described as follows:

BEGINNING at the northeasterly corner of said 41.117 acre parcel in the southerly line of Pacheco Pass Highway, as shown on said Maps, and running thence southerly along the easterly line of Ranch Lot 43 and said 41.117 acre parcel 169.43 feet, more or less, to the northeasterly corner of that certain 7.155 acre parcel of land conveyed to the State of California, by Henry Brem by Deed recorded April 23, 1968 in Volume 8098 at page 543, Official Records of Santa Clara County; thence westerly along the northerly line of said 7.155 acre parcel 428.85 feet, more or less, to the northwesterly corner thereof in the westerly line of said 41.117 acre parcel; thence northerly along said westerly line 21.37 feet, more or less, to the southwestly corner of that certain 0.804 acre parcel of land conveyed to Albin F. Todd and Lorraine Todd, Ms wife, by Deed from Henry Brem recorded in Volume 4036 at page 121, Official Records of Santa Clara County; thence easterly along the southerly line of said 0.804 acre parcel 150.00 feet to the southeasterly corner thereof thence northerly along the easterly line thereof 221.90 feet to the northeasterly corner thereof in the southerly line of the Pacheco Pass Highway; thence easterly along said southerly line 179.37 feet, more or less, to the point of beginning, and containing therein 1.09 acres, more or less.

APN: 841-10-046; 047 and 841-10-046  
(End of Legal Description)

## **SCHEDULE B**

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

**Taxes:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2012-2013.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- D. The lien of any special tax resulting from the inclusion of the property in a special assessment district or Mello-Roos, community facilities district, bonds, in accordance with the codes, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts will be collected along with regular county real estate taxes.

**Exceptions:**

1. An easement for electrical transmission purposes (and for private telephone line used in connection therewith) of sufficient width to erect and maintain a tower line and telephone line across premises, with necessary appurtenances and rights incidental thereto in favor of Sierra and San Francisco Power Company, a corporation as set forth in a document recorded August 27, 1912, Book 393 of Deeds, Page 65, affects as described in said document.
2. An easement for sewer line and rights incidental thereto in favor of the City of Gilroy as set forth in a document recorded February 9, 1927, Book 301, Page 220, Official Records, affects the Northeasterly 8 feet.
3. The fact that the ownership of said land does not include rights of access to or from the public street or highway abutting said land, such rights having been relinquished or severed by document recorded April 23, 1968, Book 8098, Page 543, Official Records, which affects the Southerly line.
4. An easement for right to take and use water from existing well and rights incidental thereto in favor of South County Development as set forth in a document recorded July 3, 1979, Book E609, Page 335, Official Records, affects portion of Parcel One, the exact location is not disclosed of record.
5. We will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trust Certificate, pursuant to Section 18100.5 of the California Probate Code in lieu of the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents. (The Albin F. Todd Revocable Trust, dated May 5, 2003, with Linda Perdichizzi, as Successor Trustee)
6. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

7. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes overlaps, encroachments, and any matters not of record, which would be disclosed by an accurate survey, and inspection of the land.
8. Any rights of the parties in possession of said land, based on an unrecorded lease, or leases, as disclosed by an inspection.

This Company will require that a full copy of any unrecorded lease be submitted to us, together with all supplements, assignments and amendments, before issuing any policy of title insurance.

9. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

- A. Property taxes, including general and special taxes, personal property taxes, if any and any assessments collected with taxes for the fiscal year shown below, are paid, For proration purposes the amounts are:

Fiscal Year : 2012-2013  
1st Installment : \$407.05  
2nd Installment : \$407.05  
APN No. : 841-10-046

Property taxes, including general and special taxes, personal property taxes, if any and any assessments collected with taxes for the fiscal year shown below, are paid, For proration purposes the amounts are:

Fiscal Year : 2012-2013  
1st Installment : \$611.59  
2nd Installment : \$611.59  
APN No. : 841-10-047

- B. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

Affidavit of Death of Trustor, Albin F. Todd (Decedent) Linda Perdichizzi, (Successor Trustee), recorded August 24, 2011, Instrument No. 21289909, Official Records

- C. This report can be used as an expedited search/starter in a subsequent sale.
- D. This report is preparatory to the issuance of an ALTA loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement Forms 100 and 116 and if applicable, 115 and 116.2 attached.
- E. When issued, the CLTA Endorsement Form 116 or 116.2, if applicable will reference a(n)  
Single Family Residence, 700 Renz Lane, Gilroy, CA 95020
- F. The charge for a policy of title insurance, when issued through this title order, will be based on the Residential Rate.
- G. The map attached, if any, may or may not be a survey of the land depicted hereon. Stewart Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.
- H. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00
- I. If your property is in San Francisco, it is the requirement of the City and County of San Francisco that a Transfer Tax affidavit to be completed and signed by the Grantor for each deed submitted for recording. This is an addition to a Preliminary Change of Ownership Report.
- J. In addition to County Transfer Tax, any conveyance of the herein described property may be subject to a City Transfer and/or Conveyance Tax, as follows.

Alameda	\$12.00 per thousand
Albany	\$11.50 per thousand
Berkeley	\$15.00 per thousand
Cloverdale	\$1.10 per thousand
Cotati	\$1.90 per thousand
Culver City	\$4.50 per thousand
Hayward	\$4.50 per thousand
Los Angeles	\$4.50 per thousand
Mountain View	\$3.30 per thousand
Oakland	\$15.00 per thousand
Palo Alto	\$3.30 per thousand
Petaluma	\$2.00 per thousand
Piedmont	\$13.00 per thousand
Pomona	\$2.20 per thousand
Redondo Beach	\$2.20 per thousand
Richmond	\$7.00 per thousand
Riverside	\$1.10 per thousand
Sacramento	\$2.75 per thousand
San Leandro	\$6.00 per thousand
City and County of San Francisco	Up to \$250,000 = \$5.00 per thousand \$250,000 to \$1,000,000 = \$6.80 per thousand \$1,000,000 to \$5,000,000 = \$7.50 per thousand \$5,000,000 to 10,000,000 = \$20.00 per thousand Above \$10,000,000 = \$25.00 per thousand (Do not add the additional \$1.10 for County Tax, it is included)
San Jose	\$3.30 per thousand
San Mateo	\$5.00 per thousand
San Rafael	\$2.00 per thousand
Santa Monica	\$3.00 per thousand
Santa Rosa	\$2.00 per thousand
Sebastopol	\$2.00 per thousand
Vallejo	\$3.30 per thousand
Waterford	\$0.55 per thousand
Winters	\$1.10 per thousand
K. Woodland	\$1.10 per thousand

L. Additional Requirements for "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:

The Company will require, prior to the issuance of a policy of title insurance, evidence that the first position trust deed holder has received and acknowledged all payments to be made to subordinate position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## **WIRE INSTRUCTIONS**

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

**We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.**

Bank Name: **Comerica Bank**

Bank Address: **2321 Rosecrans Blvd, 5th Floor, El Segundo, CA 90248**

ABA#: **121137522**

Account Name: **Stewart Title of California, Inc.**

Account Number: **1894640505**

REFERENCE OUR FILE NUMBER: **01180-63733**

REFERENCE OUR BUYER/BORROWER NAME: to follow

REFERENCE OUR SELLER NAME: **Linda Perdichizzi**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 01180-63733  
Escrow No.: 01180-63733

The land referred to herein is situated in the State of California, County of Santa Clara, City of Gilroy and described as follows:

Parcel One: APN: 841-10-046

BEING a portion of Ranch Lot 43 as shown on Map No. 7, accompanying the report of the Referees in the Las Animas Rancho Partition Suit, Action No. 5536 had in the Superior Court of the State of California, in and for the County of Santa Clara, and being also a portion of that certain 41.117 acre parcel of land shown as Parcel One, Henry Brem, on the Map entitled "Record of Survey for Brem Brothers in Ranch Lots 43,44,47", which Map is recorded in Book 69 of Maps, at page 17, Records of Santa Clara County, California, and being more particularly described as follows:

BEGINNING at an iron pipe in the northwesterly corner of the said 41.117 acre parcel of land in the southerly line of the Pacheco Pass Highway. and running thence along the westerly line of said 41.117 acre parcel S. 0° 09' 50" W., 250.00 feet to an iron pipe; thence S. 89° 50' 10" E. 150.00 feet to an iron pipe; thence N. 0° 09' 50" E. 221.90 feet to an iron pipe in the southerly line of the Pacheco Pass Highway distant thereon N. 82 ° 06' W. 179.37 feet from an iron pipe at the northeasterly corner of Ranch Lot 43; thence along the southerly line of the Pacheco Pass Highway N. 82 06' W. 95.19 feet to an iron pipe and N. 74° 28' W. 57.80 feet to the point of beginning, and containing therein 0.804 acres of land.

There is hereby granted the right to take and use water for domestic purposes, in common with all other persons who now have or may hereafter acquire the right to take or use water, from the existing well on the lands of grantor located approximately 300 yards south of the property described herein, and the right to enter on said lands and lay water pipes for conducting water to the land herein described.

Parcel Two: APN: 841-10-047

BEING a portion of Las Animas Ranch Lot 43 as shown on Map No. 7 accompanying the Final Report of the Referees in the Las Animas Rancho Partition Suit, Action No, 5536 had in the Superior Court of the State of California, in and for the County of Santa Clara, and being also a portion of that certain 41.117 acre parcel of land shown as Parcel One, Henry Brem, on the Map entitled "Record of Survey for Brem Brothers in Ranch Lots 43, 44,47", which Map is recorded in Book 69 of Maps at page 17, Records of Santa Clara County, California, and being more particularly described as follows:

BEGINNING at the northeasterly corner of said 41.117 acre parcel in the southerly line of Pacheco Pass Highway, as shown on said Maps, and running thence southerly along the easterly line of Ranch Lot 43 and said 41.117 acre parcel 169.43 feet, more or less, to the northeasterly corner of that certain 7.155 acre parcel of land conveyed to the State of California, by Henry Brem by Deed recorded April 23, 1968 in Volume 8098 at page 543, Official Records of Santa Clara County; thence westerly along the northerly line of said 7.155 acre parcel 428.85 feet, more or less, to the northwesterly corner thereof in the westerly line of said 41.117 acre parcel; thence northerly along said westerly line 21.37 feet, more or less, to the southwest corner of that certain 0.804 acre parcel of land conveyed to Albin F. Todd and Lorraine Todd, Ms wife, by Deed from Henry Brem recorded in Volume 4036 at page 121, Official Records of Santa Clara County; thence easterly along the southerly line of said 0.804 acre parcel 150.00 feet to the southeasterly corner thereof thence northerly along the easterly line thereof 221.90 feet to the northeasterly corner thereof in the southerly line of the Pacheco Pass Highway; thence easterly along said southerly line 179.37 feet, more or less, to the point of beginning, and containing therein 1.09 acres,

more or less.

APN: 841-10-046; 047 and 841-10-046

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: August 22, 2013

Escrow No.: 01180-63733

Property: 700 Renz Lane, Gilroy, CA 95020  
710 Renz Lane, Gilroy, CA 95020

From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b>Stewart Insurance Settlement Service</b>	<b>Charge or range of charges</b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at 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 Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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. Any 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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

## **2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE**

The following matters are expressly 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) restricting, regulating, prohibiting, or relating 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 protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at 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 Date of Policy (however, this 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 the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

## **2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE**

The following matters are expressly 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) restricting, regulating, prohibiting, or relating 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 protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at 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 Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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. Any 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, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY Stewart Title of California, Inc.. IF THIS IS NOT COMPLETED Stewart Title of California, Inc. WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

### TRUSTEE CERTIFICATE (California Probate Code Section 18100.5)

I/(We) \* \_\_\_\_\_  
(Name of Trustee(s))

Trustee(s) of the \_\_\_\_\_  
(Name of Trust)

dated am providing the information set forth below at the request of Stewart Title Company, a Texas Corporation, and its agent, Stewart Title of California, Inc. (hereinafter collectively called "Company")

WHEREAS, Company has been requested to issue a title insurance policy on the following described real property, more particularly described in Exhibit "A", and

WHEREAS, Company has determined that the following information concerning the above named trust is necessary to ascertain whether it will be able to issue the requested policy of title insurance,

THEREFORE, acting in my capacity as trustee of the above named trust, I hereby certify and confirm to Company that the information set forth below is accurate and correct.

1. The \_\_\_\_\_  
(Name of Trust)  
is currently in existence and was created on \_\_\_\_\_  
(Date of Declaration of Trust)

2. The settlor(s) of the trust are: \_\_\_\_\_

3. The current trustee(s) of the trust is/are: \* \_\_\_\_\_

4. The powers of the trustee(s) are: \_\_\_\_\_

5. The trust is a) revocable b) irrevocable (CIRCLE THE APPLICABLE CHOICE)

6. If the trust is revocable, the name of the person holding any power to revoke the trust: \_\_\_\_\_

7. If there are multiple trustees, the number of currently acting trustees' signature necessary to exercise the various powers of the trustee set forth above in Number 4 and the validity bind the trust.

8. The trust identification number (social security number or employer Tax ID): \_\_\_\_\_

9. The manner in which title to trust assets should be taken: \_\_\_\_\_

The undersigned trustee(s) hereby declare that the trust has not been revoked, modified, or amended in any manner which would cause the representations set forth herein above to be incorrect. This certification is being signed by all of the currently acting trustees and being executed in conformity with the provisions of California probate Code Section 18100.5, effective January 1, 1994 (Assembly Bill 1249, Chapter 530, Statutes of 1993).

The undersigned hereby certifies and declares the above to be true.

\* \_\_\_\_\_ \*

State of California )  
)SS.  
County of \* )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (this area for official notarial seal)



## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Order No. 01180-63733

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.