

# **GREYSTONE TITLE AGENCY, LLC**

## **GENERAL RULES**

### **A. Definition of Escrow**

Escrow means any transaction wherein any property, money, written instrument or evidence of title to real property or other thing of value is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor/creditor relationship is created, to a person not otherwise having any rights, title or interest therein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance or nonperformance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor, or a designated agent of employee or any of them. Escrow includes subdivision trust (A.R.S. §6-801, as amended).

### **B. Computation from Basic Rate**

1. There shall be a basic escrow rate charged for all residential escrow transactions, which rate shall vary with the "fair value" of the real property involved in the transaction. The Basic Escrow Rates for (fee and/or leasehold) are set forth in the Rate Schedule.
2. The escrow rate in commercial and industrial real property transactions (fee and/or leasehold) shall also be computed from the basic escrow rate as described in the Summary Account and Rate Schedule sections of this Escrow Rate Filing.
3. Special escrow rates are made applicable to escrow transactions: (1) builders, contractors, developers, and subdividers; and (2) to licensed real estate salesmen or brokers, licensed mortgage brokers, or other individuals, groups of individuals or entities customarily engaged in real estate investments on those transactions wherein they are a party (buyer or seller) as opposed to transactions wherein they participate for commission or a fee. Rates applicable to this category of escrow transaction is based on "fair value" as defined herein and as more fully described in the pertinent Summary Account section.
4. Smart-Start escrow rates are made available for qualified escrow transactions, which involve residential real property (fee and/or leasehold). Rates applicable to this category of escrow transaction is based on "fair value" as defined herein and as more fully described in the pertinent Summary Account section. This rate includes a Smart-Start Marketing Package as described under Section 108.
5. Commercial and industrial sub-dividers, builders and developers shall be charged an escrow rate based on the basic escrow rate and expressed as a percentage thereof.
6. The rates applicable to other categories of escrow transactions, including those where special rates are applicable, are similarly described in the miscellaneous service or under miscellaneous service charges.
7. The combining of rates into a single line item for the purposes of the Settlement Statements. The breakdown will be notated in the file and will be provided to show what items were combined on closing statements, when requested.

### **C. Fair Value**

The fair value shall be construed as the full value of the property, or the sale price, including the encumbrances, whichever is higher. When a sale is not involved, the fair value shall be determined from all available information, i.e., amount of funds escrowed, amount of encumbrances, assessed value, etc. It shall not be less than the sum of the unpaid principal balances of the mortgages and/or contracts to which the property is subject.

### **D. Extra Work Charges**

There will be an additional escrow work charge fee for any additional work over and above the normal processing in an escrow transaction at the rate of \$150.00 per hour, with a one hour minimum, unless combined pursuant to Item B-7.

In the event such charges are made, the extra work will be documented on the Settlement Statement.

**E. Rates and Charges in Effect Prior to Filing**

All rates contained herein become effective when approved by the Arizona Department of Insurance and Financial Institutions or by operation of law.

**F. Separate Sales or Exchanges (Different Owners)**

Basic Charge applicable (Section 101) on each separate sale, seller or exchanger involved. The applicable charge applies on the amount of each individual sale or exchange even though there may be one (1) common purchaser, and the sales or exchanges are handled concurrently, and one (1) or more separate escrows is involved.

**G. Undivided Interest, Transfer of (When Sold Separately from Remaining Interest)**

Basic Charge applicable (Section 101) based upon the interest covered, the purchase price or the fair value thereof, whichever is the higher..

**BASIC ESCROW CHARGES**

**101 Basic Charge Residential**

The minimum charge of 100% of the Basic Escrow Rate shall be based upon the fair value of the property in the escrow. If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate.

Extra work charges will be applied in accordance with General Rules - Section (D).

**Basic Charge Commercial**

The minimum charge of 115% of the Basic Escrow Rate shall be based upon the fair value of the property in the escrow. If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate

Extra work charges will be applied in accordance with General Rules - Section (D).

**102 Basic Charge (Loan)**

- A. If no transfer of title is involved 100% of Escrow Rate.
- B. If a loan transaction is handled in conjunction with a sale escrow there will be an additional \$200.00 Loan Escrow fee for each loan handled in conjunction with the escrow. No discounts are to be applied to this rate

**103. Bundled Residential Refinance Rate**

Escrow services bundled Refinance rate of 50% of the Basic Escrow Rate, "See Notes below".

NOTE (1) ~ International Wire and International FedEx are NOT covered by the bundled Residential Refinance Rate. Additional charges may apply.

NOTE (2) ~ The combining of rate, ie. Mobile Notaries, if required to simplify the Settlement Statement at closing. If Requested to accommodate the closing, the file will be noted, documenting the use of Section B7.

NOTE (3) ~ There will be an additional charge of \$125.00 to prepare a Deed from/to a Trust or LLC post Close of Escrow.

The above list, although not exhaustive, is illustrative of such factors needed in establishing the service to be provided and the charges therein.

Extra work charges will be applied in accordance with General Rules - Section (D).

**104. Bundled Commercial Refinance Rate**

When handling a Commercial Loan Escrow, where no sale of the real property is involved, and the purpose of said loan is for the refinance of the existing debt, the Escrow Fee charged shall be 60% of the Basic Escrow Rate. "See Notes below".

NOTE (1) ~ International Wire and International FedEx are NOT covered by the bundled Residential Refinance Rate. Additional charges may apply.

NOTE (2) ~ The combining of rate, ie. Mobile Notaries, if required to simplify the Settlement Statement at closing. If Requested to accommodate the closing, the file will be noted, documenting the use of Section B7.

NOTE (3) ~ There will be an additional charge of \$125.00 to prepare a Deed from/to a Trust or LLC post Close of Escrow.

The above list, although not exhaustive, is illustrative of such factors needed in establishing the service to be provided and the charges therein.

Extra work charges will be applied in accordance with General Rules - Section (D).

**105 Sub-Escrow Services (Abbreviated Escrow - Residential)**

Sub-escrow services may be provided in support of a primary holder of an escrow transaction for a rate of 40% of the Basic Escrow Rate for the sub escrow. This type of escrow service includes, but is not limited to, such services as (1) the receipt of funds and written instructions from the primary holder of the escrow and from a lender whose loan is to be insured, (2) the disbursement of such funds for the elimination of matters affecting title, (3) obtaining payoffs for the elimination of matters affecting title, and (4) accommodation signings, but only to the extent authorized under such instructions. The above list, although not exhaustive, is illustrative of such factors needed in establishing the service to be provided and the charges therein.

Extra work charges will be applied in accordance with General Rules - Section (D)

**106 Subdivider, Builder and Consumer Negotiated Rate**

This rate is available to: (1) builders, contractors, developers, and subdividers; and (2) to licensed real estate salesmen or brokers, licensed mortgage brokers, or other individuals, groups of individuals or persons customarily engaged in real estate investments on those transactions wherein they are a party (buyer or seller) as opposed to transactions wherein they participate for commission or a fee. This rate is not applicable to fractionalized interests or to timeshare units, weeks or interests.

**Note:** These rates are not applicable with any excessive, special or extra-hazardous risk transactions.

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|-------------------------|-----------------------------|
| 1. 1 to 30 units -      | 70% of the applicable rates |
| 2. 31 to 399 units -    | 60% of the applicable rates |
| 3. 400 to 1199 units -  | 50% of the applicable rates |
| 4. 1200 units or more - | 40% of the applicable rates |

**107. Smart-Start Listing Plus Escrow Rate**

This rate applies to escrows opened on subdivided, single family residences before earnest money is deposited into the escrow. When an Escrow is pre-started, the file is opened by the seller and/or Listing Agent, and the form is executed. The Escrow rate shall be 50% of the Basic Escrow rate based upon the purchase price at closing, up to \$1,000,000.00. Rate to be calculated prior to including in the combining of rates shown in General Rules B.7.

No other discounts apply and the discounted Basic Escrow rate shall apply to the seller.

*This rate shall include the providing of One Smart-Start Marketing Package upon request, which shall include One Home Book; 25 Just Listed Flyers; 25 Post Card Sheets.*

Extra work charges will be applied in accordance with General Rules - Section (D)

**108. Contracted Commercial Escrow Rate**

Whereas various Commercial Lenders and Brokers may have additional work requirements than a standard escrow transaction, such as monitoring, transferring and facilitating the transfer of various environmental reports, Phase 1 and Phase 2 evaluations, UCC searches, Asset Base Lending certificates, City Permit Report, Lease facilitation and filings and various other items not customarily performed in a standard escrow, Greystone Title Agency shall note the file where all Parties agreed to this Contracted Rate to be charged.

**109. Contract Negotiated Escrow Rate**

Whereas various commercial lender, brokers, banks, REO departments, Realty Companies or other entities desire to contract directly with various title and escrow providers in an effort to standardize the cost and or to provide bulk or guaranteed escrow service rates which may or may not include services provided in a standard escrow transactions, Greystone Title Agency shall note the file where all Parties agreed to this Contracted Rate to be charged, as well as include an executed Negotiated Rate Form.

**110. Competitor Negotiated Rate**

Greystone Title Agency, LLC may choose to match written escrow quotes received from a competing escrow and/or title company, providing:

1. Competitor rate must be filed with an approved by the Arizona Department of Insurance and Financial Institutions.
2. Copy of quote must be retained in the file.
3. Recording Fees and Additional Work Charges, if applicable, are in additional to the above Basic Charge.
4. If additional charges are applicable, all such additional charges shall be added to the Basic Charge.
5. Rate may not be combined with any other discounted or special rate.

## 120 **MISCELLANEOUS SERVICE CHARGES**

The following charges are the rates applicable for miscellaneous services rendered in connection with regular services provided by the company for which a specific rate has not been otherwise established.

### a. **Preparation of Escrow Instructions**

The charge for the preparation of escrow instructions in the absence of a written Residential Purchase Contract will be the Basic Escrow Rate ~ plus \$175.00.

### b. **Escrow Only**

An escrow specifying no title policy to be issued by any company, shall have a basic charge of 125% of the Basic Escrow Rate.

Extra work charges will be applied in accordance with General Rules - Section (D)

### c. **FIRPTA Filing Service**

A charge of \$150.00 to the seller of real property shall be made to prepare a FIRPTA package to be filed with the IRS.

### d. **International Wire Transfer Fee**

There will be a \$100.00 wire transfer fee for each and every incoming and outgoing international electronic funds transfer. This rate shall not apply to wires outgoing for payment of real estate and broker commission.

Extra work charges will be applied in accordance with General Rules - Section (D)

### e. **Processing NSF Checks**

In the event of a returned check, a charge of \$50.00 for processing the insufficient funds check will be collected at the successful close of the escrow.

Extra work charges will be applied in accordance with General Rules - Section (D)

### f. **Check Replacement**

Extra work charges will be applied in accordance with General Rules - Section (D)

Charges will be deducted from reissued check. No charges will be collected if reissue is due to employee error.

### g. **Deposit of Escrow Funds to Interest Bearing Account**

A customer may request, in writing, that the company deposit escrow funds into an interest bearing account "IBA". Such a request will be in writing and evaluated based on company procedures and the provisions of the Arizona Revised Statutes.

There will be a charge of \$200.00. *for placement of the IBA.*

This charge is for opening, servicing and closing out the account.

### h. **Recording Fees; Electronic Recording & Filing Fee Service**

1. Actual recording fees assessed by the county recorder
2. Recording Service Fees assessed by the Electronic Recording Service Provider will be added, at a fee of \$10.00 per Document recorded.
3. Additional recording fees, as necessary, will be charged to the parties requesting the service.

NOTE: All recording fees collected will be considered "earned income" and non-refundable.

**i. Remote Online Notary (RON) Fee – Additional Work Charge**

A fee of \$50.00 will be collected from each party (seller/buyer/borrower) requesting the use of a Remote Online Notary/Electronic Notary, in addition to the invoiced remote online mobile notary fee.

NOTE: All Remote Online Notary fees collected will be considered “earned income” and non-refundable.

**j. Int’l Overnight Delivery Fee/Rush Overnight Delivery/Special Courier Fee**

Any overnight package required to be sent internationally shall be charged at \$200.00 per international “Delivery Company Envelope”; all other package types will be \$100.00.

Overnight deliveries requiring special handling (to be delivered “priority” or Saturday delivery) will be at actual cost with a minimum charge of \$100.00.

Special rush courier services for the Phoenix Metropolitan area will be at no charge. Special rush courier services outside the Phoenix Metropolitan area will be at a charge of \$100.00 per delivery.

**k. Post Escrow Holding Fee**

The following charges will be made when escrow agent is employed by separate escrow instructions to hold funds, 30 or more days after an escrow transaction has closed.

Set-up fee: \$250.00

First month maintenance: \$500.00

Each month thereafter, or fraction thereof, will be charged at the rate of \$300.00.

Post Holding Wire Fee (incoming and outgoing): \$100.00 each

Extra work charges will be applied in accordance with General Rules - Section (D)

We reserve the right to negotiate this rate, based on work involved along with Time/Accounting involved.

**l. Dormant Funds Accounts – Abandoned Property**

When funds remain in an escrow after the closing or cancellation of the escrow file, and said funds are unclaimed or un-disbursed for a period of six months or more, there shall be a maintenance charge of \$100.00 per month for said funds beginning 30 days from the close of escrow. Funds shall be held until depleted or such time as any remaining funds are allowed to be property escheated, by law, to the State of Arizona. Upon final disbursement of said funds, the maintenance charge shall be deducted from the amount held and the balance disbursed according.

Extra work charges will be applied in accordance with General Rules - Section (D)

**m. Mobile/Manufactured Homes**

The charge for the completion of and/or facilitation of filings with the motor vehicle department up to and including the recordation of the affidavit of affixture will be Basic Escrow Rate plus \$300.00 Mobile/Manufactured Home Service Charge.

Extra work charges will be applied in accordance with General Rules - Section (D)

We reserve the right to negotiate this rate, based on work involved along with Time/Accounting involved.

n. **Reproduction of Documents**

**Subpoena Compliance; Copying; Clerical Costs**

Per Arizona Revised Statute 12-351, the Reasonable Cost that a witness who is not a party to an action may charge against the party requesting a subpoena for production of documentary evidence of 25 cents per page, for standard reproduction of documents and \$25.00 per hour per person, for clerical costs incurred in locating and make documents available.

**Post Closing Escrow Copies**

The following fee shall be charged when copies of any document(s) are requested from a closed escrow file: \$1.00 per page copied or \$50 per employee hour to make said copies, whichever is less.

o. **Reconveyance Tracking Fees**

1. There shall be a non-refundable fee of \$100.00 to prepare and execute as trustee, and record a deed of release and reconveyance when directed by the beneficiary of a deed of trust.

2. There shall be a non-fundable fee charged when required to administer or recover a release from the lender or lien holder in connection with any deed of trust or mortgage, including releases prepared and recorded pursuant to A.R.S. 33-707. The charge is \$100.00 for the first release, and a \$35.00 charge for each additional release. This charge shall include the recording of the reconveyance document.

NOTE ~ If the release or releases to be tracked are considered an internal payoff (same lender, in house payoff) the Recon Tracking Costs are waived.

p. **Inspection Fees**

A fee in the amount of \$100.00 in Maricopa County / \$125.00 in Pinal, Coconino, Yavapai County ~ all other counties by written agreement/invoice, shall be charged for each inspection in connection with an Escrow.

q. **Document Preparation Fee**

There shall be a \$125.00 charge assessed to the benefiting party, for each document requested beyond the documents regularly required to close the transaction. These documents include but are not limited to additional deeds after closing wherein the parties request additional work to prepare and record deeds moving title back into their trust or entity.

Recording fees will be applied in accordance with Section 120.h.

Extra work charges will be applied in accordance with General Rules - Section (D).

r. **1031 Document Preparation Fee**

A \$100.00 charge will be added to the benefiting party's portion of the escrow fee to process 1031 Exchange documents.

Extra work charges will be applied in accordance with General Rules - Section (D).

s. **Payoff Demand Fees**

An additional charge of \$50.00 will be charged for payoff demands request for a loan not for the subject property.

t. **Accelerated Escrow Rate**

A Purchase Transaction ordered on a rush is subject to an additional fee based on additional work involved and in accordance with General Rules – Section (D).

u. **Assignment Fee**

There shall be a \$200.00 charge for processing each assignment (Wholesale Fee) as required by the Purchase Contract. No discounts shall be applied to this rate.

v. **Judgement Lien Removal and Processing**

In accordance with Arizona Revised Statute 33-964, escrow agent shall comply with the provisions therein regarding the applicability and payoff of judgement liens for the escrow parties. A \$250.00 fee, per lien requiring a release will be charged. This service will include the determination of necessary payment, judgement creditor contact, if necessary, and the processing and/or obtaining the required documentation to comply with the statute. Any necessary recording fees to comply with the statutory requirements will be in addition to the fee collected.