

**TOWN & COUNTRY TITLE SERVICES, LLC**

**ESCROW FEES AND CHARGES**

**FOR THE STATE OF ARIZONA**



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**SECTION I**  
**GENERAL RULES**

**A. ESCROW FEES AND CHARGES FOR THE STATE OF ARIZONA**

**1. DEFINITION OF ESCROW - ARS§6-801(4), as Amended**

"Escrow" means any transaction in which any escrow property 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 right, 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 or bailor, or any designated agent or employee of any of them. Escrow includes subdivision trusts and account servicing.

**2. EFFECTIVE DATE**

All rates set forth herein become effective when approved by the Arizona Department of Financial Institution or by operation of law.

**3. APPLICABILITY**

For purposes of rate application, all counties shall be included under the Basic Escrow Rate as shown in Exhibit "A".

All fees and charges shall be considered earned by the Company upon close of escrow and shall be non-refundable.

**4. MINIMUM CHARGES**

Should any rate as set forth herein specify a higher or lower minimum than that shown above, then the minimum set forth in such rate shall prevail.

**5. COMPUTATION FROM BASIC RATE**

The applicable rates shall be computed on a per-unit of insurance basis in multiples of \$20,000, including any fraction thereof, in accordance with the division of such units as set forth in the applicable Basic Escrow Rate Table.

Whenever percentages of the Basic Escrow Rate are used, the charge arrived at shall be rounded up to the nearest dollar.

**6. PAYMENT OF ESCROW CHARGES**

Unless otherwise instructed in writing by the parties, the escrow charges and recording/filing fees shall be paid one-half by Buyer and one-half by Seller.

Unless otherwise instructed in writing by the parties, any charges incurred for miscellaneous or additional services provided or requested by the parties shall be charged to the person who requested such services(s) or who will benefit by such service(s).

**7. SEPARATE SALES OR EXCHANGES (DIFFERENT OWNERS)**

The Basic Sale Escrow Fee as set forth herein shall be charged 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 common purchaser, and the sales or exchanges are handled concurrently, and one or more separate escrows are involved.

**8. GEOGRAPHIC APPLICATION OF RATES**

For the purposes of rate applications and calculations, said rates are applicable to all counties, statewide.

**9. MISCELLANEOUS SERVICES**

Fees for services set forth in this Manual which are not listed as being included in a particular rate shall be charged to the party who has requested such service or who will benefit by such service and shall be in addition to that particular rate.

**SECTION II**  
**SCHEDULE OF ESCROW FEES AND CHARGES**

**A. BASIC CHARGES-ESCROW**

**1. Residential Cash Sale Transaction Without Payoff**

The minimum charge of 100% of the Basic Escrow Rate shall be based upon the amount of insurance issued, purchase price, or fair value of the property subject to the escrow shall include Overnight Delivery Fees, Courier Fees, Wire Processing Fees and Notary/Signing Fees.

If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate as applicable.

**2. Residential Bundled Sale –Sale Transaction With No Concurrent Loan With Payoff**

The minimum charge of 100% of the Basic Escrow Rate shall be based upon the amount of insurance issued, purchase price, or fair value of the property subject to the escrow shall include Overnight Delivery Fees, Courier Fees, Wire Processing Fees and Notary/Signing Fees.

If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate as applicable.

100% of the Basic Escrow Rate plus an additional \$200.00

**3. Residential Bundled Sale – Sale Transaction With Concurrent Loan(s) With or Without Payoff**

The minimum charge of 100% of the Basic Escrow Rate shall be based upon the amount of insurance issued, purchase price, or fair value of the property subject to the escrow shall include Overnight Delivery Fees, Courier Fees, Wire Processing Fees and Notary/Signing Fees.

If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate as applicable.

100% of the Basic Escrow Rate plus an additional \$400.00

**4. LOAN TIE-IN FEE – SALE ESCROW WITH NEW LOAN**

When a loan escrow is closed concurrently with a sale, there shall be an additional escrow fee charged per loan closed that is to be secured by the property subject to the escrow.

\$150.00 for Commercial transactions

\$100.00 for Builder transactions

The Residential Loan Tie-In-Fee is included in the **Residential Bundled Sale – Sale Transaction With Concurrent Loan(s) With or Without Payoff**

**5. Leasehold - Basic Charge**

The escrow rate for leasehold shall be based upon the fair value of the property or the total amount of the lease payments, whichever is less.

Leasehold Basic Charge	100% of the Basic Rate
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**B. LOAN ESCROW TRANSACTION - without concurrent Sale Transaction**

- 1. Refinance or new financing** whether an existing lien is recorded or not. **\$400.00**

This is an all-inclusive rate which includes the following: reconveyance fee; two overnight delivery services, internal courier services; two (2) electronic funds transfer; one electronic transmission of loan documents, recording service fee and payment of 3 unsecured obligations.

Additional services may be provided pursuant to charges contained herein.

- 2. Additional loans** processed with a new first loan. **\$150.00**

Will have an additional fee per loan added to the applicable sale transaction fee. The additional charge will be allocated equally between the Seller and Buyer unless otherwise mutually instructed. This is in addition to applicable escrow rate.

The following charges are applicable on construction loans when the lender requests additional services, such as obtaining lien waivers and/or architectural approval amount. Work Charge of \$100.00 per hour. Rate shall be charged in 15-minute increments with a one hour minimum.

- 3. Commercial property refinance or new financing.** **\$500.00**

Whether an existing lien is recorded or not involving commercial property will have the above bundled rate.

This is an all-inclusive rate which includes the following: reconveyance fee; two overnight delivery services, internal courier services; two (2) electronic funds transfer; one electronic transmission of loan documents and payment of 3 unsecured obligations, recording service fee.

Additional services may be provided pursuant to charges contained herein.

**C. BUILDERS, SUBDIVIDERS AND COMMERCIAL DEVELOPERS**

1. This rate is available to a builder, contractor, developer, or subdivider where the "Builder" is customarily engaged in such business for the units or lots developed, under development or

completed. This rate shall only apply to the portion of the escrow rate customarily paid by the builder, subdivider or developer..

The rate is calculated at 25% of the Basic Escrow Rate.

No other rate shall be applied.

**2. Commercial Escrow Rate**

Escrow services performed in conjunction with title services shall be charged based upon the dollar amount of the transaction, at the following rates:

<b>Liability Amount</b>	<b>Rate</b>
Up to \$1,000,000	70% of the Basic Escrow Rate
\$1,000,001 - \$3,000,000	65% of the Basic Escrow Rate
\$3,000,001 - \$5,000,000	60% of the Basic Escrow Rate
\$5,000,001 - \$10,000,000	\$3,500.00
\$10,000,001 - \$15,000,000	\$4,000.00
\$15,000,001 - \$20,000,000	\$4,500.00
\$20,000,001 and above	\$5,000.00

The following services shall be included in the above rate:

- A. Incoming and outgoing wire transfers
- B. Payoff tracking and processing fees
- C. Electronic document fee
- D. Courier and overnight delivery fees

**3. Abbreviated Escrow Rate – Commercial**

An abbreviated escrow will be provided at the rates indicated when any one or more of the following services are provided in conjunction with the issuance of title insurance product(s):

A.	Receipt and disbursement of funds:	\$250.00
B.	Acceptance and recordation of documents:	\$250.00
C.	Ordering Payoffs:	\$75.00
D.	Incoming and Outgoing Wire Transfers:	No Charge

When more than one service is provided in an escrow, then the charge for each service provided shall be accumulated and combined as a total charge for the escrow.

This rate does not include recording and filing service fees due the County Recorder or filing office as set forth in this manual.

When additional services are requested, there shall be an additional charge of \$100 per hour, with a minimum charge of \$100 plus \$50 per each additional half-hour or fraction thereof.

**SECTION III**  
**SPECIAL RATES**

**A. COMPETITOR RATE MATCH**

The Company reserves the right to match any written escrow rate quote from a State of Arizona licensed title/escrow company. All such agreements must be approved in writing by the County Manager of the appropriate County and signed by all pertinent parties. A copy of said agreement is to be placed in each escrow file for which the rate applies.

**B. EMPLOYEE RATE**

There shall be no escrow charges to employees or shareholders of the Escrow Agent, including employees of the Escrow Agent's affiliates and subsidiaries and employees on approved retirement, for the financing, sale or purchase of an employee's bona fide residence.

These rates are only applicable in connection with those costs which the employee would normally pay by established custom as a party to the transaction. The discount shall be limited to one transaction annually.

**C. ESCROW ONLY RATE**

The escrow fee for an escrow involving a transfer or encumbrance of real property, manufactured home, mobile home or factory-built building designed for use as a residential dwelling in which no title insurance is to be issued or title insurance is being issued by a company shall be 200% of the Basic Escrow Rate. This rate does not preclude the application of additional charges for additional services. No other discounts shall be applied to this rate.

Approval of the County Manager or Escrow Administrator must be obtained prior to acceptance of such a transaction.

**D. ACCOMODATION ESCROW FEE**

A fee of \$175.00 is charged to handle a courtesy signing requested by another title company, mortgage lender or bank where the Company/Escrow Agent is not performing the escrow.

**SECTION IV**

**MISCELLANEOUS SERVICES AND CHARGES**

**A. RECORDING AND FILING SERVICE FEES**

All transactions will be charged a recording fee equal to the actual amount required to record legal documents. These fees shall include charges from the county recorder, any submission platforms, and any other service utilized for recordation.

**B. INTEREST BEARING ACCOUNTS**

In connection with an escrow, all funds in escrow may be placed into an interest bearing account upon the written request from the depositor of said funds. The depositor of such funds shall complete and sign an IRS W9 form and an Interest Bearing Account Authorization as provided by the Company before such an account can be opened.

The charge for opening, servicing and closing out of such an account shall be \$100 per account.

**C. FUNDS HOLDBACK FEE**

When funds remain in an escrow subsequent to the closing thereof for a specific purpose upon the request of the parties, the following rates shall apply and are in addition to any other escrow fees charged in the transaction:

Fee for holding period of \$150.00 to Buyer on the settlement statement and paid at Closing

For each additional 30 days after the initial Holding Period - \$25 per 30-day period to be charged against the remaining funds and deducted from the escrowed funds as long as funds remain with the Escrow/Title Agent.

**D. MANUFACTURED UNIT TITLE TRANSFER/AFFIXTURE PROCESSING FEES**

For purposes of this section, the term *UNIT* shall mean a single manufactured dwelling, trailer or other modular or manufactured structure used for residential or commercial purposes and whether or not comprised of one or more sections, which requires the processing of Manufacturer's Certificate(s) of Origin, Certificate(s) of Title and/or Affidavit(s) of Affixture.

The applicable processing fee set forth below shall be in addition to the escrow rate charged for closing the transaction and is considered earned at close of escrow and shall be non-refundable.

SERVICE	ALL COUNTIES
A. Transfer of Title	\$250.00 per unit
B. Affidavit of Affixture	\$250.00 per unit

**E. EXCHANGE ACCOMODATION FEE**

When an escrow transaction involves a 1031 Tax Deferred Exchange or a simultaneous exchange of property, there shall be an additional charge of \$100 for each exchange or property

involved in the transaction. This fee shall be in addition to the escrow fee charged for closing the transaction.

In the case of a 1031 Tax Deferred Exchange, the exchange fee shall be paid by the exchanger, unless otherwise instructed in writing by the parties.

In the case of a simultaneous exchange, the exchange accommodation fee shall be paid one-half by each party, or when the purchase agreement states that the escrow fee shall be paid according to custom, unless otherwise instructed in writing by the parties.

**F. SPECIAL SERVICES OR ADDITIONAL WORK CHARGE**

A \$100 an hour work charge will be made when special services or additional work is requested or required that is over and above the normal services provided in the type of escrow to be closed. The customer will be notified of the charges before they are incurred. In the event such charges are made, the deposit of final funds and the signing of final documents or the acceptance of the work performed will constitute approval of the charges.

Under such circumstances, the minimum fee shall be \$100 plus \$50 per each additional half-hour or fraction thereof.

**G. ABANDONED OR DORMANT FUNDS CUSTODIAL FEE**

This rate shall apply when funds are remaining in an escrow account, account servicing or trust account due to an owner's failure to negotiate a check provided as payment or fails to claim the funds belonging to them that remain in the account.

There shall be a minimum charge of \$120, which shall be considered earned after expiration of the applicable time period(s) set forth below.

<b>Description</b>	<b>Abandoned/Dormant After</b>
Dormant Funds	One-Hundred and Eighty (180) days from the time the funds became available.
Stale Dated Checks	Ninety (90) days after date of issuance of check

This fee shall also apply to charges that occurred in escrow, wherein an owner other than a principal to the escrow, failed to negotiate amounts tendered to them through the escrow or failed to claim funds belonging to them that remain in escrow, so long as there is a valid and enforceable written contract between the holder and the owner under which the holder may impose the charge and the holder regularly imposes the charge and the charge is not regularly reversed or otherwise canceled.

The parties to the escrow shall be notified in writing (1) at or prior to close of escrow that such a fee will be incurred or (2) by written notice sent to the last known address at least 60 days prior to implementation of the charge. Fees as incurred shall be deducted from the amount held prior to disbursement and until such time as any remaining funds are escheated to the state pursuant to ARS Title 44, Chapter 3, Article 1. In the event the amount of the fee(s) incurred is/are more than the amount of funds held in escrow, then the amount of the funds remaining in the file shall be considered payment in full of the fees due.

**H. CHECKS**

There will be a \$5.00 charge per issued check for paying credit cards, or multiple proceeds or multiple repair invoices when the issued number of checks is in excess of 3 checks, when applicable.

**I. OVERNIGHT DELIVERY-COURIER SERVICES**

There will be a charge of \$30.00 per package when an outside overnight courier service (UPS, FedEx, etc.) is required in a transaction when applicable and is a nonrefundable fee.

**J. PUBLIC REAL ESTATE REPORTS – OUTSIDE ESCROW & TITLE INSURANCE**

Public reports as required by the Arizona Department of Real Estate for builders or developers using escrow and/or title services from another company will be provided at a rate of \$125 per hour or fraction thereof with a minimum of 50 hours.

**K. PUBLIC REPORT BINDER**

When the Company provides copies of public reports upon request by the party, there shall be a fee charged of \$10 each.

**Exhibit "A"**

**BASIC ESCROW RATE - ALL COUNTIES**

<b>TRANSACTION AMOUNT Up to and Including</b>	<b>RATE \$</b>	<b>TRANSACTION AMOUNT Up to and Including</b>	<b>RATE \$</b>
<b>0 - 120,000</b>	<b>696</b>	<b>560,001 - 580,000</b>	<b>1,343</b>
<b>120,001 - 140,000</b>	<b>728</b>	<b>580,001 - 600,000</b>	<b>1,369</b>
<b>140,001 - 160,000</b>	<b>761</b>	<b>600,001 - 620,000</b>	<b>1,393</b>
<b>160,001 - 180,000</b>	<b>793</b>	<b>620,001 - 640,000</b>	<b>1,417</b>
<b>180,001 - 200,000</b>	<b>827</b>	<b>640,001 - 660,000</b>	<b>1,441</b>
<b>200,001 - 220,000</b>	<b>855</b>	<b>660,001 - 680,000</b>	<b>1,465</b>
<b>220,001 - 240,000</b>	<b>882</b>	<b>680,001 - 700,000</b>	<b>1,490</b>
<b>240,001 - 260,000</b>	<b>911</b>	<b>700,001 - 720,000</b>	<b>1,515</b>
<b>260,001 - 280,000</b>	<b>939</b>	<b>720,001 - 740,000</b>	<b>1,539</b>
<b>280,001 - 300,000</b>	<b>966</b>	<b>740,001 - 760,000</b>	<b>1,564</b>
<b>300,001 - 320,000</b>	<b>995</b>	<b>760,001 - 780,000</b>	<b>1,588</b>
<b>320,001 - 340,000</b>	<b>1,022</b>	<b>780,001 - 800,000</b>	<b>1,612</b>
<b>340,001 - 360,000</b>	<b>1,052</b>	<b>800,001 - 820,000</b>	<b>1,636</b>
<b>360,001 - 380,000</b>	<b>1,079</b>	<b>820,001 - 840,000</b>	<b>1,661</b>
<b>380,001 - 400,000</b>	<b>1,106</b>	<b>840,001 - 860,000</b>	<b>1,685</b>
<b>400,001 - 420,000</b>	<b>1,134</b>	<b>860,001 - 880,000</b>	<b>1,710</b>
<b>420,001 - 440,000</b>	<b>1,162</b>	<b>880,001 - 900,000</b>	<b>1,734</b>
<b>440,001 - 460,000</b>	<b>1,191</b>	<b>900,001 - 920,000</b>	<b>1,759</b>
<b>460,001 - 480,000</b>	<b>1,218</b>	<b>920,001 - 940,000</b>	<b>1,783</b>
<b>480,001 - 500,000</b>	<b>1,246</b>	<b>940,001 - 960,000</b>	<b>1,808</b>
<b>500,001 - 520,000</b>	<b>1,271</b>	<b>960,001 - 980,000</b>	<b>1,832</b>
<b>520,001 - 540,000</b>	<b>1,295</b>	<b>980,001 - 1,000,000</b>	<b>1,856</b>
<b>540,001 - 560,000</b>	<b>1,319</b>		

**Note: For transactions over \$1,000,000 and up to \$5,000,000 add \$21.00 per \$20,000 or fraction thereof, for any amount in excess of \$5,000,000 add \$14.70 per \$20,000 or fraction thereof.**