



ClosingMark Title Agency, LLC

Arizona Escrow Rate Manual

Effective May 9, 2019

Table of Contents

	Page
Section I: General Escrow Rules	
A. Definition of Escrow.....	4
B. Definition of Transaction.....	4
C. Computation from Basic Rate.....	4
D. Fair Value.....	4
E. Employee Rates.....	4
F. Rates and Charges in Effect Prior to Filing.....	4
G. Separate Sales or Exchanges.....	4
H. Refinance.....	4
I. Transfer of Separately Sold Interest in Real Property.....	4
J. Contract Pricing.....	5
K. Affiliated Contracts.....	5
Section II: Basic Escrow Rate Table	
A. Basic Escrow Rate Table.....	6
Section III: Escrow Rates	
A. Rate (Real Property Sale Transaction).....	8
B. Rate (Real Property Loan Transaction).....	8
C. Rate (High Volume Lender).....	8
D. Rate (Sub Escrow).....	8
E. Rate (Builder/Developer).....	9
F. Rate (Leasehold).....	9
G. Rate (Auction).....	9
H. Rate (Time Share).....	9
I. Rate (Short Sale).....	10
J. Rate (Escrow Only).....	10
K. Rate (First Responder/Military).....	10
L. Rate (Investor).....	10
M. Rate (Non-Profit Housing Organization).....	10
N. Rate (Church and Non-Profit).....	10
O. Rate (Relocation).....	10
P. Rate (REO Escrow Only).....	10
Section IV: Miscellaneous Service Charges	
A. Charge (Additional Work).....	11
B. Charge (Interest Bearing Account).....	11
C. Charge (Recording Fee).....	11
D. Charge (Holdback).....	11
E. Charge (Abandoned Funds).....	11
F. Charge (Affixture of Mobile Homes).....	11
G. Charge (Reproduction of Documents).....	11
H. Charge (Tracking).....	11
I. Charge (Inspection).....	12
J. Charge (Short-Sale Processing).....	12

Table of Contents (Continued)

	Page
Section IV: Miscellaneous Service Charges (Continued)	
K. Charge (UCC Search).....	12

Section I: General Escrow Rules

A. Definition of Escrow – “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 nonhappening 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. (A.R.S. 6-801, as amended).

B. Definition of Transaction – “Transaction” means the process of completing a real estate closing during which deeds, mortgages, leases and other required instruments are signed and/or delivered, an accounting between the parties is made, the money is disbursed, the papers are recorded, and all other details such as payment of outstanding liens and transfer of hazard insurance policies are attended processed.

C. Computation from Basic Rate – The applicable rate shall be computed on the fair value as defined in Paragraph D. Whenever percentages of the Basic Escrow Rate are used herein, the charge arrived at from use of the percentage shall be rounded up to the highest dollar.

D. Fair Value – Fair value shall be defined as the sales price or the sales price including surviving encumbrances, whichever is higher. Where a sale is not involved, the fair value shall be determined from all available information, i.e., amount of encumbrances, assessed value, current appraisals and/or underwriter direction, etc.

E. Employee Rates – No charge shall be made to an employee of ClosingMark Title for escrow services performed in connection with the financing, re-financing, sale, or purchase of the employee’s property; limit one transaction in a calendar year. Waiver of said charge is authorized only in connection with those costs which the employee would be obligated to pay by established custom, as a party to the transaction. (Note: The term “employee” also applies to an individual employed by the parent and/or subsidiary of ClosingMark Title).

F. Rates and Charges in Effect Prior to Filing – All rates contained herein become effective when approved by the Arizona Department of Financial Institutions or by operation of law.

G. Separate Sales or Exchanges – Basic Escrow Rate in Section II is applicable on each transaction, and shall be charged on the amount of each individual sale or exchange even though there may be one common purchaser, or seller, and the sales or exchanges are handled concurrently, and one or more separate escrows are involved.

H. Refinance – “Refinance” means any transaction in which no sale is involved, and a lien shall be secured to a residential property which has been previously unencumbered or an existing first lien shall be replaced.

I. Transfer of Separate Sold Interest in Real Property – Basic Escrow Rate applicable in

Section II shall be based upon the purchase price or the fair value of the percentage of interest being conveyed, whichever is higher.

J. Contract Pricing – In certain cases ClosingMark Title may find it necessary to enter into contracts or agreements with a specific buyer or seller to charge an agreed upon rate for all transactions within a specific project.

K. Affiliated Contracts – In order to comply with government mandated mortgage regulations, ClosingMark Title may find it necessary to enter into an agreement with its affiliated lender(s) for a reduction in fees, in accordance with written directives. This agreement will not apply to transactions involving any other lenders, nor does it apply to cash transactions. Any negotiated rate will be in writing and placed on file.

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Section II: A. Basic Escrow Rate Table

Amount to & Including	Fee	Amount to & Including	Fee	Amount to & Including	Fee
\$100,000	\$570	\$250,000	\$794	\$400,000	\$994
\$105,000	\$578	\$255,000	\$802	\$405,000	\$1,000
\$110,000	\$586	\$260,000	\$808	\$410,000	\$1,008
\$115,000	\$594	\$265,000	\$814	\$415,000	\$1,014
\$120,000	\$602	\$270,000	\$822	\$420,000	\$1,020
\$125,000	\$610	\$275,000	\$828	\$425,000	\$1,026
\$130,000	\$618	\$280,000	\$834	\$430,000	\$1,034
\$135,000	\$626	\$285,000	\$840	\$435,000	\$1,040
\$140,000	\$634	\$290,000	\$848	\$440,000	\$1,046
\$145,000	\$640	\$295,000	\$854	\$445,000	\$1,054
\$150,000	\$650	\$300,000	\$860	\$450,000	\$1,060
\$155,000	\$658	\$305,000	\$868	\$455,000	\$1,068
\$160,000	\$664	\$310,000	\$874	\$460,000	\$1,074
\$165,000	\$672	\$315,000	\$880	\$465,000	\$1,080
\$170,000	\$680	\$320,000	\$888	\$470,000	\$1,088
\$175,000	\$688	\$325,000	\$894	\$475,000	\$1,094
\$180,000	\$696	\$330,000	\$900	\$480,000	\$1,100
\$185,000	\$704	\$335,000	\$906	\$485,000	\$1,108
\$190,000	\$712	\$340,000	\$914	\$490,000	\$1,114
\$195,000	\$720	\$345,000	\$920	\$495,000	\$1,120
\$200,000	\$728	\$350,000	\$928	\$500,000	\$1,126
\$205,000	\$734	\$355,000	\$934	\$505,000	\$1,132
\$210,000	\$740	\$360,000	\$942	\$510,000	\$1,140
\$215,000	\$748	\$365,000	\$948	\$515,000	\$1,144
\$220,000	\$754	\$370,000	\$954	\$520,000	\$1,150
\$225,000	\$760	\$375,000	\$960	\$525,000	\$1,156
\$230,000	\$768	\$380,000	\$968	\$530,000	\$1,162
\$235,000	\$774	\$385,000	\$974	\$535,000	\$1,168
\$240,000	\$780	\$390,000	\$980	\$540,000	\$1,174
\$245,000	\$788	\$395,000	\$988	\$545,000	\$1,180

Section II: A. Basic Escrow Rate Table (Continued)

Amount to & Including	Fee	Amount to & Including	Fee	Amount to & Including	Fee
\$550,000	\$1,186	\$700,000	\$1,360	\$850,000	\$1,534
\$555,000	\$1,190	\$705,000	\$1,364	\$855,000	\$1,540
\$560,000	\$1,196	\$710,000	\$1,372	\$860,000	\$1,544
\$565,000	\$1,202	\$715,000	\$1,376	\$865,000	\$1,550
\$570,000	\$1,208	\$720,000	\$1,382	\$870,000	\$1,558
\$575,000	\$1,214	\$725,000	\$1,388	\$875,000	\$1,562
\$580,000	\$1,220	\$730,000	\$1,394	\$880,000	\$1,568
\$585,000	\$1,226	\$735,000	\$1,400	\$885,000	\$1,574
\$590,000	\$1,232	\$740,000	\$1,406	\$890,000	\$1,580
\$595,000	\$1,236	\$745,000	\$1,412	\$895,000	\$1,586
\$600,000	\$1,244	\$750,000	\$1,418	\$900,000	\$1,592
\$605,000	\$1,250	\$755,000	\$1,422	\$905,000	\$1,598
\$610,000	\$1,254	\$760,000	\$1,430	\$910,000	\$1,604
\$615,000	\$1,260	\$765,000	\$1,434	\$915,000	\$1,608
\$620,000	\$1,266	\$770,000	\$1,440	\$920,000	\$1,616
\$625,000	\$1,272	\$775,000	\$1,446	\$925,000	\$1,620
\$630,000	\$1,278	\$780,000	\$1,452	\$930,000	\$1,626
\$635,000	\$1,284	\$785,000	\$1,458	\$935,000	\$1,632
\$640,000	\$1,290	\$790,000	\$1,464	\$940,000	\$1,638
\$645,000	\$1,296	\$795,000	\$1,470	\$945,000	\$1,644
\$650,000	\$1,300	\$800,000	\$1,476	\$950,000	\$1,650
\$655,000	\$1,308	\$805,000	\$1,482	\$955,000	\$1,654
\$660,000	\$1,312	\$810,000	\$1,486	\$960,000	\$1,662
\$665,000	\$1,318	\$815,000	\$1,494	\$965,000	\$1,668
\$670,000	\$1,324	\$820,000	\$1,498	\$970,000	\$1,672
\$675,000	\$1,330	\$825,000	\$1,504	\$975,000	\$1,680
\$680,000	\$1,336	\$830,000	\$1,510	\$980,000	\$1,684
\$685,000	\$1,342	\$835,000	\$1,516	\$985,000	\$1,690
\$690,000	\$1,348	\$840,000	\$1,522	\$990,000	\$1,696
\$695,000	\$1,354	\$845,000	\$1,528	\$995,000	\$1,702
				\$1,000,000	\$1,708

Section III: Escrow Rates

A. Rate (Real Property Sale Transaction) – The minimum charge of 100% of the Basic Escrow Rate shall be based upon the fair value of the property in the transaction. If additional charges are applicable, all such charges shall be added to the Basic Escrow Rate. Unless otherwise noted or instructed in writing, the rate shall be paid one-half by the buyer and one-half by the seller.

B. Rate (Real Property Loan Transaction)

1. If concurrent with a sale transaction, there shall be an additional rate added to the basic rates as described in section III A. The rate shall be \$100.00 per loan.

2. Refinance transactions shall be charged a flat rate of \$375.00. This rate includes any of the following required services;

Any and all electronic funds transfers for proceeds and/or liens and obligations necessary to insure the property, electronic transmission of loan documents, payment of any unsecured obligations, reconveyance tracking charges, and one mobile notary service within Maricopa county, if needed.

Additional services may be provided, and applicable charges shall apply.

3. If no sale is involved and the purpose of the transaction is to secure a construction loan, the rate shall be based upon the dollar value of the fully disbursed construction loan under the Basic Escrow Rates herein. This rate shall include lender requests for additional services such as obtaining lien waivers and architectural approval.

4. If no sale is involved and the purpose of the transaction is to secure a VA loan, the lender may be required to pay fees for the borrower. In this event, the rate shall be \$100.00. Additional charges may apply under other sections of this rate manual.

5. If no sale is involved and the purpose of the transaction is to secure a commercial loan, the rate charged shall be based upon the loan amount as follows;

Up to \$800,000	\$500.00
\$800,001 - \$1,000,000	\$600.00
\$1,000,001 and above	\$700.00

C. Rate (High Volume Lender) – In certain cases ClosingMark Title may find it beneficial to enter into contracts or agreements with a high-volume lender client. A high-volume lender client is defined as any client who will record 200 or more deeds of trust or other security instruments within one calendar year. Any negotiated rate will be in writing and placed on file. The minimum rate shall not be less than \$100.00. Additional charges may apply under other sections of this rate manual.

D. Rate (Sub-Escrow) – Sub-Escrow services may be provided in support of primary escrow holder or institutional lenders, etc. At a fixed rate agreed upon by and between ClosingMark Title and said primary escrow holder or lender, dependent upon the difficulty of the escrow. The

minimum shall not be less than \$100.00 and the maximum shall not exceed 50% of the applicable rate. The agreed upon rate shall be in writing and kept in the file.

E. Rate (Builder/Developer)

1. Builder/Developer (Sales) – This rate is available to a builder, contractor, developer, or sub-divider customarily engaged in such business for the units being developed in a common promotional plan. This rate shall apply only when the transaction involves the sale to a consumer home buyer, lot purchaser, or a transfer to a homeowners’ association. This rate shall only apply to the portion of the escrow rate customarily paid by the seller. This rate shall be based upon the number of units convey within a calendar year by the qualifying transferor;

1 - 30 units	70% of Basic Rate
31 - 1,199 units	50% of Basic Rate
1,200 or more units	40% of Basic Rate

2. Builder/Developer (Purchase) – This rate is available to a builder, contractor, developer, or sub-divider customarily engaged in such business when the transaction is to acquire property for the eventual sale to a consumer home buyer, lot purchaser, or transfer to a homeowners’ association. This rate shall only apply to the portion of the escrow rate customarily paid by the buyer. This rate shall be based upon the aggregate sale amounts of all property transactions transferred through ClosingMark Title in a calendar year by the same transferee;

\$0.00 - \$3,000,000	70% of Basic Rate
\$3,000,001 - \$10,000,000	65% of Basic Rate
\$10,000,001 - \$15,000,000	60% of Basic Rate
\$15,000,001 and above	55% of Basic Rate

3. Builder/Developer (Loan Only) – This rate is available to a builder, contractor, developer, or sub-divider customarily engaged in such business when the transaction does not involve a transfer of title. This rate shall be based upon the fair value of the property. The rate shall be 70% of the Basic Rate.

F. Rate (Leasehold) – The Leasehold Escrow Rate (other than Oil, Gas or Mineral Leases) shall be 100% of the Basic Rate based upon the fair value of the property leased or the total amount of the lease payments whichever is less.

G. Rate (Auction) – This rate applies to multiple properties packaged for sale at an auction by one or more lenders, brokers or owners. This rate includes normal escrow services, document recording and courier and overnight delivery fees. This rate shall be split between the parties as specified in the Purchase Agreement. This rate shall be \$900.00 per transaction. Additional fees may be charged consistent with the Company’s rate filed for additional services.

H. Rate (Time Share) – Rates under this section shall apply to transactions involving the purchase or resale of any time share. This rate shall be \$245.00.

I. Rate (Short Sale) – This rate shall apply to all transactions requiring approval by the lender(s) of record as to the terms of the transaction. This rate shall include reconveyance tracking and payment of up to three unsecured obligations. This rate shall be \$250.00 in addition to the Basic rate.

J. Rate (Escrow Only) – This rate shall apply to any sale transaction with no title policy to be issued by ClosingMark Title. No other rates shall apply. The rate shall be 200% of the Basic Rate.

K. Rate (First Responder/Military) – This rate is available to any bona fide first responder personnel, including but not limited to, active members of any police, fire, EMT, military, or civil defense organization wherever situated. Proof of said affiliation must be provided to ClosingMark Title 5 days prior to escrow closing. This rate is applicable only to fees customarily paid by the qualified party. The rate shall be 80% of the Basic Rate.

L. Rate (Investor) – This rate is available to licensed real estate professionals, licensed mortgage professionals, or other individuals or entities customarily engaged in real estate investments wherein they are a buyer or seller. This rate is applicable only to fees customarily paid by the qualified party. 70% of the Basic Rate will be charged.

M. Rate (Non-Profit Housing Organization) – The escrow rate for non-profit housing organizations will be \$300.00 per transaction.

N. Rate (Church and Non-Profit) – Rates under this section shall apply to transactions involving the purchase or resale of property by any organization which is recognized as a non-profit organization by the federal government. Proof of non-profit status must be provided to ClosingMark Title 5 days prior to escrow closing. This rate is applicable only to fees customarily paid by the qualified party. The rate shall be 50% of the Basic Rate.

O. Rate (Relocation) – Rates under this section shall apply to transactions involving the purchase or resale of property resulting from a buyer or seller participating in a company sponsored relocation plan. Such rates are authorized only in connection with those costs which the buyer or seller would be obligated to pay by established custom as a party to the transaction, and may be charged through escrow to employee, employer or relocation company acting on behalf of the parties, according to written instructions. The rate shall be 70% of the Basic Rate.

P. Rate (REO Escrow Only) – This rate shall be applied to any transaction involving an REO property, in which title insurance is not to be provided by ClosingMark Title. This rate shall include any and all electronic funds transfers for proceeds and/or liens and obligations necessary to insure the property, electronic transmission of loan documents, and reconveyance tracking charges. The rate shall be \$1,200.00.

Section IV: Miscellaneous Service Charges

The following charges may be applicable for services not included in the Basic Rate. All charges collected for services rendered in this section shall be considered earned income. Upon cancellation, said charges may be deducted from any earnest money prior to disbursement.

A. Charge (Additional Work) – Additional work charges may be made when special services are provided, and shall be based upon difficulty of the transaction and services provided. The charge will be \$100.00 per hour minimum. Documentation of the additional work performed and time spent shall be kept in the escrow file.

B. Charge (Interest Bearing Accounts) – In connection with a transaction, escrowed funds being held by ClosingMark Title may be placed into an interest bearing account upon the written request of all parties to the escrow. The funds will be placed in an account with the fiduciary institution with which ClosingMark Title has its escrow account. The charge associated with this service is for opening, servicing and closing out the account. The charge for each such account shall be \$35.00.

C. Charge (Recording Fees) – ClosingMark Title will charge a recording fee equal to the 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.

D. Charge (Holdback) – There may be a charge of \$100.00 when ClosingMark Title is instructed to holdback funds post-closing.

E. Charge (Abandoned Funds) – When funds remain in an escrow subsequent to the closing or cancellation thereof, and said funds are unclaimed or undisbursed for a period of six months or more, there shall be a maintenance charge of \$25.00 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 properly 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 accordingly.

F. Charge (Affixture of Mobile Homes) – There will be a charge for transactions which require either transfer of a mobile home title or surrender as part of an Affidavit of Affixture. The charge shall be \$200.00.

G. Charge (Reproduction of Documents) – Standard reproduction of documents may be charged at the rate of \$30.00 per employee hour for reasonable clerical services, plus \$.025 for each page produced. Documentation of time spent and pages produced shall be kept on file.

H. Charge (Tracking) – This charge shall be assessed to the seller (or borrower in the event of a refinance) for tracking reconveyance documents. This charge shall include the recording of a reconveyance document should the company be required to record same (pursuant to A.R.S. 33-707). The charge for tracking will be \$85.00.

I. Charge (Inspection) – There shall be a charge for each physical property inspection required. The charge shall be \$75.00 for a single lot or parcel. For multiple lots in a common subdivision or contiguous parcels of land, the charge shall be \$75.00 for the first lot/parcel plus \$5.00 for each additional common lot or contiguous parcel thereafter.

J. Charge (Short Sale Processing) – In addition to the rate specified Section III I, transactions processed by our staff will be subject to an additional processing charge. Said charge shall be paid by the Seller. The charge for this service shall be \$500.00. Should the lender or lenders refuse to allow all or a portion of said fee, the disallowed portion shall not apply.

K. Charge (UCC Search) – There may be a charge for each UCC search deemed necessary on a transaction. The amount of the charge shall be \$30.00. In the event a rush is requested, (completion within 48 hours of order), an additional \$15.00 may be charged.

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