



**SCHEDULE OF RATES AND FEES  
2011 / 2012**

**PRECISION TITLE AGENCY, INC.**  
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**PRECISION TITLE AGENCY, INC.**  
**SECTION I**  
**GENERAL RULES**

**A. Definition of Escrow**

Escrow means any type of transaction wherein any property, money, written instrument or evidence of title or possession to real or personal 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 contingent happening or non-happening or a specific event or performance or non-performance of a prescribed act, when it is then to be delivered by such person to be a grantor, grantee, promise, promisor, obligee, obligor, bailee, bailer, 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 Escrow Rate**

1. There shall be a basic escrow rate charged for all residential property escrow transactions, which rate shall vary with “fair value” of the real property involved in the transaction. The Basic Escrow Rates are set forth in the rate schedule in Section II attached. Supplementary charges, discounts, and miscellaneous charges will be adjusted as detailed in Sections III and IV.

2. The escrow rate in commercial and industrial real property transactions shall also be computed from the Basic Escrow Rate Schedule, and adjusted according to Sections III and IV.

3. Special escrow rates are made applicable to escrow transactions which involve sub-dividers, builders, developer volume users, and investors involved with residential real properties. Rates applicable to these categories of escrow transactions are based on “fair value” and adjusted as described in the “Supplementary Charges and Discount Rates” section and “Miscellaneous Charges” section.

4. Commercial and industrial sub-dividers, builders, and developers shall be charged an escrow rate based from Basic Escrow Rates Schedule and discounted as a percentage thereof as detailed in Section III.

5. The rates applicable to other categories of the escrow transactions, including those where special rates are applicable are similarly described in the “Supplementary Charges and Discounted Rates” section.

6. Whenever percentages are used to arrive at a particular escrow rate, the final rate shall be rounded to the next highest dollar.

7. Precision Title Agency, Inc. reserves the right to negotiate fees. In the event fees are negotiated, a copy of the agreement. Signed by all pertinent parties, is to remain in each escrow file which the negotiated rate applies.

**C. Fair Value**

The fair value shall be construed as the full value of the property, or 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. Minimum Charges and Special Services**

The basic charges set forth herein are minimum charges.

Additional fees will be charged when special services are required and rendered. The rate of \$75.00 per hour or portion thereof will be charged the services will be described with regard to both the special services provided and the time incurred related to the special services.

**E. Employee Rate**

Employees and officers of Precision Title Agency, Inc. shall receive complimentary escrow service (for those charges which they would customarily be expected to pay) in connection with a purchase, sale, and refinance of their **primary residence**. The complimentary escrow service noted above (purchase, sale, and refinance) is **limited to one** purchase, one sale, and one refinance transaction during a twelve month period.

**F. Rates and Charges in Effect for First Filing**

All rates and fees contained herein become effective the 1<sup>ST</sup> day of the month after the month in which the rates are approved by the Arizona Department of Financial Institutions (DFI) or by operation of law, wherein the rates become effective 15 days after filing with DFI.

**G. Separate Sales and Exchanges (Different Owner)**

The Basic Charge rate is 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 purchase, and the sales or exchanges are handled concurrently, and one (1) or more separate escrows are involved.

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

The Basic Escrow Rates are applicable based upon the interest covered, the purchase price or the fair value thereof, whichever is higher.

**SECTION I – continued**

**I. Cancellation Fees and Charges**

Precision Title Agency, Inc. will not charge a cancellation fee.

**J. Special Services Fee**

Precision Title Agency, Inc. reserves the right to charge a Special Services charge of **\$75.00** per each of the following for worked performed outside of the standard transaction specifically described as follows:

1. Payoffs not related to title policy requirements. Over five(5) checks issued towards credit cards, auto payoffs, judgments, tax liens, child support, etc.
2. Additional document preparation. Examples: subordination agreements, deeds, releases, conveyances, etc.

**PRECISION TITLE AGENCY, INC**  
**SECTION II**  
**BASIC ESCROW RATES**

100

Up to \$70,000 .....	\$300.00
Up to \$100,000 .....	\$350.00
Up to \$150,000 .....	\$400.00
Up to \$200,000 .....	\$450.00
Up to \$250,000 .....	\$500.00
Up to \$300,000 .....	\$550.00
Up to \$350,000 .....	\$600.00
Up to \$400,000 .....	\$650.00
Up to \$450,000 .....	\$700.00
Up to \$500,000 .....	\$750.00
Up to \$550,000 .....	\$800.00
Up to \$600,000 .....	\$850.00
Up to \$650,000 .....	\$900.00
Up to \$700,000 .....	\$950.00
Up to \$750,000 .....	\$1000.00
Up to \$800,000 .....	\$1050.00
Up to \$850,000 .....	\$1100.00
Up to \$900,000 .....	\$1150.00
Up to \$950,000 .....	\$1200.00
Up to \$1,000,000 .....	\$1250.00
Over 1,000,000.00 .....	See below

\$ .50 per \$1000.00 or a fraction thereof. In addition to the rate of \$ 1250.00

All charges will be split 50 / 50 between buyer and seller unless instructed, In writing, to do otherwise.

PRECISION TITLE AGENCY, INC.

SECTION III

**SUPPLEMENTARY CHARGES AND DISCOUNT RATES**

Sections 101 thru 111 reflect the basic charge for escrow services. The basic charge begins with the schedule of the "Basic Escrow Rates" and is adjusted (supplemented or discounted) according to the special circumstances of the transaction and / or related services provided.

**101                    Basic Charge (Sale/ Exchange/Transfer)**

The minimum charge of **100%** of the Basic Escrow Rate (Section 100) shall be based upon the fair value of the property in escrow. If additional charges or discounts are applicable, all such additional charges and discounts shall be the Basic Escrow Rate applicable.

**102                    Basic Charge (Loan)**

- A. Sale, Exchange, Transfer of title **100%** of the Basic Escrow Rate.
- B. Concurrent with a sale escrow for the full value of land and improvement is the Basic Escrow Rate plus **\$75.00**
- C. A carry-back to a seller on the same property is the Basic Escrow Rate plus **\$ 50.00**.
- D. Escrow Only (No Title Policies) An escrow specifying no title policy to be issued shall have Basic Charge of 200% of the Basic Escrow Rate. There will be no builder or developer / investor discounts in connection with "Escrow Only" transactions. \*Requires management approval only.
- E. HELOC and Stand Alone Second (with a Title Policy, Letter or Title Guaranty) is a **flat fee of \$150.00**.
- F. Combination Second (with a Title Policy, Letter or Title Guaranty) is a flat fee of **\$100.00**.
- G.. A charge of ½ of 1% (**.50%**) of the loan amount will be charged on construction loans where the lender requests additional services such as obtaining lien waivers, architectural approval, draws, etc.

103 **Basic Charge (Refinance Rate)**

When handling a LOAN REFINANCE ESCROW the escrow fee charged shall be a **flat fee of \$200.00** . This rate does not include commercial properties.

104 **Basic Charge (Sub-Escrow Rate)**

A Sub-Escrow is the receipt of funds and written instructions from a lender for the refinance of an existing loan or loans or placement of the new loan and disbursements of such funds for the elimination of matters affecting title. Payoffs and demands can be obtained for the lender.

Charges in addition to the Basic Escrow Rate:

A. Sub-Escrow: **\$125.00**

- Includes:
1. Receipt and disbursement of funds
  2. Acceptance and recordation of documents (Recorders Office Fees not included)
  3. Additional services without limitation.

Does not include: Preparation of HUD 1 Settlement Statement or signing of loan documents.

105 **Basic Charge (Volume User Agreements)**

Purchase escrow services shall be provided for volume users ( Ex: Developers, Real Estate Brokers, Builders, and Investors) with at least 10 purchase escrow closings per month or 30 purchase escrow closing per year or \$2 million in purchase closings annually. Purchase escrow charges shall be negotiated rate contracted in writing between the volume user and Precision Title Agency, Inc. as outlined below.

106 **Basic Charge ( Subdivision)**

The rate is available to a builder, contractor, or sub divider customarily engaged in such business. (This rate should be applicable only to those rates available under Sections 100, and 101 and 102).

2- 25 units	70% of Basic Escrow Rate
26-50 units	60% of Basic Escrow Rate
51-75 units	50% of Basic Escrow Rate
76-150 units	40% of Basic Escrow Rate
151 or more units	30% of Basic Escrow Rate

107 **Basic Charge (Developers, Real Estate Brokers, Volume User or Investor)**

Minimum Charge - \$200.00

0 - \$ 2,000,000	70% of applicable escrow rate
\$ 2,000,001 - \$ 15,000,000	65% of applicable escrow rate
\$15,000,001- \$ 25,000,000	60% of applicable escrow rate
\$25,000,001- \$ 85,000,000	55% of applicable escrow rate
\$85,000,001- and over	50% of applicable escrow rate

Refinance with no transfer of title: 50% of Basic Escrow Rate or a flat Fee of \$200.00 if more than 10 transactions Close annually.

If the party is a builder, contractor, developer, sub divider, or investor he will receive the benefit of the, Basic Charge (Subdivision) or Basic Charge Developers, Volume User or Investor, which ever is lower.

107.1 **Basic Charge – (Lender Owned Properties)**

Escrow Rate will be 50% of the Basic Escrow Rate charged. This rate only applies to the current vested owner.

108 **Basic Charge – (Refinance No Cost Loans)**

For a No Cost refinance(s) the Escrow Fee will be \$0.00. A No Cost Loan is a loan in which no origination, discount points, or mortgage broker fee is charged.

109 **Basic Charge – (Leasehold)**

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

110 **Basic Charge (Relocation Rate)**

If an employee is participating in a company-sponsored relocation plan, seventy percent (70%) of the applicable Basic Escrow Rate shall be charged for escrow services performed in connection with the sale or purchase of an employee's home property. Such rates are authorized only in connection with those costs which the employee would be obliged to pay as a party to the transaction, and may be charged through escrow to employee, employer, or relocation company acting on the behalf of all the parties.

111 **Basic Charge – ( Teacher, Police Officer, Firefighter, In-Military Rate)**

Precision Title 110 supplemental charges- continued

Any individual who is:

1. A Certified Arizona teacher who is currently employed by one of the school districts in the State of Arizona (verified in writing by the State or the district or presents a current school ID)
2. A Police officer or firefighter employed by the State, County or City (and verified in writing by one of those entities as being currently employed or presents a current ID issued by the State, County, or City indicating they are currently employed in such a capacity).
3. An individual who is actively serving in the United States military on active duty status (and verified in writing through the military).

The four groups of individuals will be charged at a rate of 80% of the Basic Escrow Rate as referenced in Section 100. Individuals wishing to participate in this program must request to do so in writing prior to close of escrow.

All other fees will apply.

**The purpose of this rate is to recognize the unique circumstances, individual sacrifices and contributions these individuals make to our community. To qualify for these special rates the individual must make their request to Precision Title Agency, Inc. in writing and provide the required identification for Precision Title to validate that the individual(s) qualify for reduced fee.**

**PRECISION TITLE AGENCY, INC.**  
**SECTION IV**  
**MISCELLANEOUS 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. Supplemental Escrow Instructions  
(Direct Transaction Fees (Residential Sale))**

The charge for the preparation of Escrow Instructions in the absence of a written Residential Purchase Contract will be the **\$25.00 per quarter hour not to exceed \$500.00**

**B. 1099 Filing and /or FIRPTA Filing Service**

No Charge

**C. Wire Transfer Fee**

There will be a \$ **20.00** wire fee per outgoing wire.

**D. Deposit of Escrow Funds to an Interest Bearing Account**

A customer may request, in writing that the company deposit escrow funds into an interest bearing account, Such a request will be evaluated based upon company procedures and the provisions of the Arizona Revised Statutes. Fee charged for interest bearing accounts shall be **\$50.00 plus actual bank charges**, which includes opening, servicing and closing out the account.

**E. Recording Fee Charge**

The recording fee charges shall be as follows:

1.	Sale Escrow:	Seller:	\$25.00
		Buyer:	\$25.00
2.	Refinance:	Borrower:	\$40.00
3.	Commercial:	Seller:	\$75.00
		Buyer:	\$75.00
		Refinance:	\$75.00

If recording costs exceed listed fees then recording costs per page will be added. All recording fees collected will be considered "earned income" as non-refundable.

**F. ALTA Inspections**

1. Land Inspections – A Flat fee of **\$50.00** will be charged.
2. Construction Loans - Initial Inspection **\$35.00**  
Funding Inspection **\$25.00**  
Any additional Inspections **\$25.00** per.

**G. Overnight / Courier Fees**

1. UPS, Federal Express, “special” and local messenger or other overnight couriers shall be a **\$ 40.00** charge flat fee to cover the various methods of transporting and / or delivering escrow related materials within the continental United States on **refinance and sale** transactions.
2. An added “Out of Country” fee of **actual charges** will be applied on each such delivery in addition to the **\$40.00** flat fee for delivery on refinance and sale transactions.

**H. Post Escrow Holding Fee**

The following charges will be made when an escrow agent is employed by escrow instructions to hold funds after an escrow transaction has closed.

Set-up Fee: **\$ 50.00**

**I. Dormant Funds / Abandoned Funds Accounts**

Funds will be considered “Dormant” or “Inactive” after six (6) months from the closing date of escrow. Dormant funds can be created by outstanding checks, inactive escrow account, etc.

The following fees will apply to Dormant or inactive accounts:

Initial set up: **\$25.00** -To be set up and charged when funds become dormant –at six (6) months.

Monthly maintenance fee: **\$5.00** -To be retro-active

Precision Title Dormant Funds – continued

Annual Service Fee:	<b>\$50.00</b> 1 <sup>ST</sup> annual charge to be charged at the end of the 1 <sup>ST</sup> year after funds re transferred to Precision Title escheat account.
Termination Fee:	<b>\$25.00-</b> To be charged at such time as funds are disbursed from Precision Title’s escheat account.

All fees will be collected at the time activity occurs.  
Any remaining funds will be escheated to the State of Arizona and any other states as required by law.

**J. Mobile Homes**

There will be a \$100.00 fee charged for transactions which require either transfer of a mobile home title or surrender as part of an Affidavit of Affixture.

**K. Reconveyance Tracking Fees**

There shall be a non-refundable fee of **\$75.00** to prepare and execute, as Trustee, a deed of release and reconveyance when directed by the beneficiary of a deed of trust.

**L. E-Mail Document Fee**

No fee will be charged.

**M. UCC Search Fees**

They are considered third party fees so whatever is collected is paid through to the third party.

**N. Signing Services Fee**

Outside normal business hours and outside location other than office, the Signing Services Fee shall be a fee of up to **\$125.00** per document set.

