

# COLORADO

## TITLE INSURANCE RATES AND RULES MANUAL

For use in all Counties of Colorado  
Effective August 4, 2022



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# 1 INTRODUCTION

The rules and procedures contained in this manual are in no manner, either express or implied, to be construed as establishing or changing the underwriting standards or rules and procedures pertaining to title and escrow practices followed by the Company and its agents. They are shown solely to properly apply the applicable rates, charges and fees.

The rates for title insurance policies and endorsements issued by Agents and/or employees of First National Title Insurance Company (“FNTI”) are set forth in this manual.

The charges shown herein are applicable to title insurance products, also known as the “title premiums,” and include all ordinary charges for a title search, title examination, commitment and title insurance policy.

## 2 DEFINITIONS AND GENERAL RULES

### 2.1 Definitions

#### 2.1.1 Acquisition Loan

An “Acquisition Loan” is a loan secured by a mortgage or deed of trust on property, made contemporaneously with the acquisition of that property by the borrower, except as set forth in Chapter 2, Section 2.3.

#### 2.1.2 Basic Rate

“Basic Rate” shall refer to the premium charge computed for a standard coverage owner’s policy in a given Zone, calculated as set forth in Section 4.1.

#### 2.1.3 Commercial or Commercial Property

“Commercial” or “Commercial Property” refers to any real estate which is not a Residential Property. A mixed-use property, including a farm or ranch, which includes 1 to 4 family residential uses, is classed as a Commercial Property.

#### 2.1.4 Company

The “Company” shall mean First National Title Insurance Company, a Texas corporation, which is the insurer filing this rate manual.

#### 2.1.5 Finance Loan

A “Finance Loan” is any loan secured by a mortgage, deed of trust, security deed or deeds to secure debt on property, which is not an Acquisition Loan.

#### 2.1.6 Purchase Transaction

“Purchase Transaction” refers to a transaction in which real property is being acquired by a new owner, except as set forth in Chapter 2 , Section 2.3.

#### 2.1.7 Owner’s Extended Coverage

Owner's Extended Coverage refers to the CO Owner's Comprehensive Endorsement 130, which may be purchased for an additional charge as set forth herein for the purchase of a single-family residence. It is not considered or priced as an Expanded Coverage Policy.

#### 2.1.8 Minimum Premium, Additional Charges, and Fees

- The premium charges set forth in this Manual are minimums. When special services are requested, additional premium charges for those services will be made pursuant to this Manual. When unusual conditions of title are encountered or special risks are to be insured against, the Company will make additional premium charges for such risks insured in an amount which will compensate for the risk involved. Title insurance coverage may be required in some cases and under conditions for which no rating

structure has been specially provided in this Schedule. In any such event, a charge shall be made which, in the opinion of the Company, appears to be consistent with its general pricing procedures, as set forth herein. In the event of additional Charges, acceptance by the customer of the work performed shall constitute approval of the Charges made.

- When a third-party vendor is engaged to provide services, for example inspection services, a Charge in the amount of the third-party vendor's charge will be imposed. Amounts incurred by the Company for government or third-party costs or taxes, including the costs for copies of recorded instruments, amps, etc., shall be additionally charged to the customer at the amount paid by the Company. For example, in connection with a tax and assessment examination, any charges, taxes, or assessments imposed by the taxing authority in connection with the examination shall be charged to the customer.
- If there is more than one chain of title searched in connection with the issuance of a policy or guarantee, this Manual provides that an additional Premium be charged for each such additional chain of title and be added to the Premium for such policy or guarantee.

### **2.1.9 Qualifying Reissue Policy**

"Qualifying Reissue Policy" refers to an existing:

- standard coverage, extended coverage, or expanded coverage owner's or lender's policy
- issued by the Company or any other title insurer,
- insuring the current owner of property proposed to be insured with a new owner's policy,
- covering identical parcel proposed to be insured in the new policy, or covering a larger parcel that includes all of the property proposed to be insured in the new policy, and
- having an effective date of less than six (6) years prior to the date the order for a new policy is placed.

### **2.1.10 Residential or Residential Property**

"Residential" or "Residential Property" refers to a 1 to 4 family residential property, including a vacant lot intended for residential purposes, a condominium unit or a single unit in a cooperative apartment complex.

### **2.1.11 Settlement Agent**

"Settlement Agent" refers to the Company or one of its approved agents/underwritten companies when acting as the escrow or settlement agent with regard to a transaction, or in its role holding escrowed funds for another in connection with a transaction.

### **2.1.12 ALTA Short Form Policy**

“ALTA Short Form Policy” is an abbreviated Policy that insures the insured in accordance with and subject to the terms, exclusions and conditions as set forth in the corresponding long form ALTA Loan Policy, all of which are incorporated by reference in the Short Form policies.

Unless specifically noted, computation of rates for a Short Form Policy shall be the same as for the corresponding long form policy.

### **2.1.13 Standard Coverage**

“Standard Coverage” refers to title insurance coverage provided under the ALTA standard owners or loan policy or variant approved for use in the State.

### **2.1.14 State**

“State” shall mean the State of Colorado.

### **2.1.15 Zones**

In this manual, the prices of rates and services sometimes vary by the geographic location of the property to be insured. For such purposes, the state is broken into Zones as follows:

- Zone 1: Includes Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, , Mesa, Otero, and Counties
- Zone 2: Includes: Boulder, Eagle, El Paso, Hinsdale, Larimer, Pitkin, San Juan, San Miguel, Summit, and Weld Counties,
- Zone 3: Chaffee, Lake, and Park
- Zone 4: All other Colorado counties not listed in Zones 1, 2, or 3

## **2.2 Amount of Insurance**

### **2.2.1 Owners Policies**

Owner’s title insurance policies will not be issued for less than the full value of the premises, including any improvements or appurtenances, if applicable, as determined by:

- the contract purchase price for sale of the premises including the value of any assumed liens or obligations;
- the appraised value of the premises; or
- a good faith estimate of the value of the premises;

## **2.2.2 Loan Policies**

Loan title insurance policies (including Loan policies insuring a leasehold mortgage) will be issued in the amount equal to the face value of the insured mortgage, except:

- If the value of the insured premises or the equity of the Trustor/Mortgagor is less than the face amount of the Deed of Trust/Mortgage, then the amount of insurance may be equal to the value of the premises or the equity of the mortgagor in the premises.
- If the Deed of Trust/Mortgage includes provisions for negative amortization, shared appreciation, or interest or other costs to be added to the indebtedness and secured by the Deed of Trust/Mortgage, the policy may be written in an amount greater than the face amount of the mortgage, but no more than 125% of the face amount of the Deed of Trust/Mortgage.
- If the indebtedness secured by the mortgage is also secured by mortgages on other property, the policy may be written in an amount equal to the amount of the indebtedness allocated by the insured to be secured by the premises provided the values of the other property or properties is equal to or greater than the amount of the indebtedness not allocated to the insured properties.

## **2.2.3 Leasehold Owner's Policies**

Policies insuring the lessee's interest in a leasehold will not be issued with a policy liability amount less than the value of the insured's interest in the premises, determined based on the following criteria:

- 25% of the sum of the annual rent over the remaining years in the lease term for a lease term of up to 49 years.
- Full value of land and existing improvements, if the lease is for a remaining term of 50 years or more.
- Possible future cost of living adjustments to annual rental will not be considered in determining policy limits, however mandatory rental adjustments or minimum cost of living adjustments set forth in the lease will be.
- Where rent is contingent, based on sales volumes or other formula, the result of which is unknown at the time of policy, the issuing party shall make a reasonable determination of the value of the insured's interest in the premises.

## **2.2.4 Other Interests**

Policies insuring any interest other than a fee ownership, loan or leasehold will not be issued for less than the value of the insured's interest in the premises, as reasonably determined

## **2.2.5 Co-Insurance**

If First National Title Insurance Company is a co-insurer with other title insurers, the amount of insurance may be less than the amounts set forth in paragraphs 2.2.1-2.2.4, provided the total liability of all co-insurers complies with the amount of insurance requirements set forth in this Chapter.



### **2.3 Transfers Not Considered an Acquisition Loan/Purchase Transaction**

The following transfers, when made without payment of valuable consideration other than assumption of or acquisition subject to existing debt secured by the property to be insured, shall NOT be considered when determining whether a loan is an Acquisition Loan or a transaction is a Purchase Transaction:

- A transfer to or from a spouse,
- A transfer to or from a revocable trust of which the borrower, and/or the borrower's spouse is the beneficiary during their lifetimes.
- A transfer to or from an entity wholly owned by the borrower and/or borrower's spouse
- transfers by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- A transfer to successors by dissolution, merger, consolidation, distribution, or reorganization;
- A transfer to successors by conversion to another kind of Entity; transfers to an entity if
  - the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the grantor.
  - the grantee wholly owns the stock, shares, memberships, or other equity interest's grantor.
  - the grantee is wholly-owned by an affiliated entity of grantor, provided the grantor and the grantee are both wholly-owned by the same person or entity, or

### **2.4 Conflicting Rate Provision**

Although this manual has been assembled in order to minimize conflict, confusion and disparity, whenever two or more rate provisions contained herein may apply, the provision resulting in the lowest charge to the insured shall govern and apply.

### **2.5 Insurance Under One Policy of Multiple Parcels/Multiple Chains of Title**

When multiple parcels of land, which each have unique legal descriptions, are insured under a single policy, including when one or more of the insured parcels are composed of easements which benefit or are appurtenant to a primary parcel, an additional charge of \$250.00 per parcel will be assessed.

For purpose of applying this rule, contiguous parcels of land in one county shall be treated as one parcel, provided record title to the land and record title to the access is vested in one owner at the time application is made. Each noncontiguous parcel having a separate chain of title shall be treated as a separate parcel. If the parcels of land lie in more than one county, they shall be treated as separate parcels in each county.

### **2.6 Intentionally Deleted**

## **2.7 Lost Policy Fee**

A copy of a lost policy will be issued for \$50.00, provided the insured party authorizes the release of the copy, in writing, to FNTI. A replacement policy will be issued for \$75.00, subject

to the same requirement of the insured party, and shall include language on the replacement policy that the prior policy was cancelled.

## **2.8 Elimination of Fractional Dollars**

Whenever any rate, calculated according to the formulas set forth herein, results in a premium rate which includes a fraction of a dollar, any fractional portion of a dollar shall be rounded to the next higher dollar.

## **2.9 Increase in Policy Liability**

Whenever an increase in the amount of insurance shown in Schedule A of a policy of title insurance issued by the Company is applied for by the insured under said policy, the rate to be charged for such increase shall be based upon insurance rates in effect as of the date of the application for the increase. The incremental liability shall be charged at the Basic Rate applicable to the policy type originally issued, giving consideration in the current Basic Rate Table to amounts previously insured.

## **2.10 Federal Rule Compliance**

In compliance with the rules and regulations of the Bureau of Consumer Finance Protection, 12 C.F.R. part 1026, and notwithstanding any rates computed pursuant to other provisions of this manual, the Company and its agents may charge and collect a lower rate to conform with an amount computed in good faith and submitted to a consumer on the federally required Loan Estimate form for a given consumer and transaction. Any such deviation shall be discretionary on the part of the office issuing the title policy or closing the transaction. Where the rate computed pursuant to this manual is less than the amount quoted on the Loan Estimate, the consumer will be charged the lower rate. In consideration of statutory requirements to maintain the solvency and claims paying ability of insurers, any accepted deviation below the rates in this manual shall be a dollar-for-dollar reduction in the agent's or closing office's share of such premium.

### 3 BASIC RATES and COUNTY CODES

Policy Liability		Zone 1	Zone 2	Zone 3	Zone 4
Up to \$50,000		\$970.00	\$675.00	\$435.00	\$740.00
\$50,001 to \$100,000	For each \$1,000 of liability, add	\$2.75	\$2.80	\$3.00	\$2.00
\$100,001 to \$500,000		\$1.90	\$1.85	\$2.00	\$2.00
\$500,001 to \$1,000,000		\$1.80	\$1.80	\$1.90	\$1.75
\$1,000,001 to \$3,000,000		\$1.65	\$1.65	\$1.85	\$1.65
Over \$3,000,000		\$1.55	\$1.55	\$1.80	\$1.50

### COUNTY CODES

County Code	County Name
001	Adams
003	Alamosa
005	Arapahoe
007	Archuleta
009	Baca
011	Bent
013	Boulder
014	Broomfield
015	Chaffee
017	Cheyenne
019	Clear Creek
021	Conejos
023	Costilla
025	Crowley
027	Custer
029	Delta
031	Denver
033	Dolores
035	Douglas
037	Eagle
039	Elbert
041	El Paso

County Code	County Name
043	Fremont
045	Garfield
047	Gilpin
049	Grand
051	Gunnison
053	Hinsdale
055	Huerfano
057	Jackson
059	Jefferson
061	Kiowa
063	Kit Carson
065	Lake
067	La Plata
069	Larimer
071	Las Animas
073	Lincoln
075	Logan
077	Mesa
079	Mineral
081	Moffat
083	Montezuma
085	Montrose

County Code	County Name
087	Morgan
089	Otero
091	Ouray
093	Park
095	Phillips
097	Pitkin
099	Prowers
101	Pueblo
103	Rio Blanco
105	Rio Grande
107	Routt
109	Saguache
111	San Juan
113	San Miguel
115	Sedgwick
117	Summit
119	Teller
121	Washington
123	Weld
125	Yuma

## **4 OWNER'S POLICIES**

### **4.1 Owner's Insurance**

#### **4.1.1 Standard Coverage Owner's Policy**

A Standard Coverage Owner's policy will be issued to the Buyer/Purchaser at the premium computed in accord with the Rate Table contained in Chapter 3 taking into account the applicable liability amount and Zone.

#### **4.1.2 Intentionally Deleted**

#### **4.1.3 Extended Coverage Owner's Policy**

Extended Coverage for an Owner's Policy will be afforded to a Buyer/Purchaser at the Basic Rate, plus the \$50.00 charge for issuance of a CO Owner's Comprehensive Endorsement 130 or the \$65.00 charge for the deletion of Standard Exceptions 1-4.

### **4.2 Leasehold Owner's Insurance**

#### **4.2.1 Leasehold Owner's Policy**

The ALTA Form Leasehold Owner's Policy and ALTA Form Leasehold Lender's Policy have been withdrawn and replaced with the ALTA Form 13 (Owner's) and 13.1 (Lender's) Endorsements. When appropriate and upon satisfaction of underwriting requirements, the owner's policy will be priced at the Basic Rate or, if applicable, the Residential Reissue Rate under Section 4.4 or Commercial Reissue Rate under Section 7.2 and the ALTA Form 13 (Owner's) leasehold endorsement will be added at no additional cost.

#### **4.2.2 Conversion of Insured Leasehold Estate to Fee Title Estate**

Existing policies issued by the Company insuring leasehold estates for a lessee or his assignee may be converted into fee simple title policies where the terms of the lease so provide, or where the lease contains an option to purchase the property, for the following charge:

- 25% of the then applicable Basic Rate (with a minimum fee of \$75 per policy) up to the amount of the prior policy, plus 100% of the Basic Rate for the amount of insurance in excess of the original policy limits.
- If a separate loan policy is requested simultaneously with the new owner's policy, premium shall be calculated as set forth in Chapter 6.

### **4.3 ALTA U.S. Policy Form**

An ALTA U.S. Policy Form is issued, upon request, only to a qualified federal agency of the United States of America. The coverage afforded by this policy very closely parallels the coverage of an ALTA Standard Coverage Owners Policy. Therefore, pricing for this policy shall be governed by the rules for a Standard Coverage Owners Policy in Section 4.1.1. On occasion, a federal agency may call for bids for title insurance product and services in conjunction with a specific project. The Company reserves the right to revise or alter their

pricing in order to provide competitive bids when provided the opportunity.

#### 4.4 Residential Owner's Policy Reissue Rates

##### 4.4.1 Qualifying Reissue Policy

The premium for the new Owner's Policy or Leasehold Owner's Policy shall be the premium calculated under Section 4.1 for the corresponding liability amount, Zone, and policy type when the order for the new policy is placed shall be:

Owner's Policy on same parcel was issued:	
Less than 1 year ago	50%
Between 1 and 2 years ago	60%
Between 2 and 4 years ago	70%
Between 4 and 5 years ago	75%

Where a reissue rate applies, it applies without regard to the amount insured under the Qualifying Reissue Policy.

Charges for any endorsements are not reduced by any reissue rate.

##### 4.4.2 Minimum Qualifying Reissue Policy Premiums and Applicability

Where a reissue rate applies, it applies without regard to the amount insured under the Qualifying Reissue Policy.

Charges for any endorsements are not reduced by any reissue rate.

Reissue rates do not apply to Builder Rates in Section 7.3.

#### 4.5 "Hold Open" – Delayed Issuance of Policy

When the initial purchaser of property intends to resell the same property within 12 months after closing the acquisition, and so advises at the time the initial order is placed, the charge will be 100% of the base rate plus 25%. The Company will "hold open" its commitment for a period of up to 12 months and allow the initial purchaser to substitute a subsequent purchaser as the named insured when the final owner's policy is issued. Should additional time be needed, the Hold Open may be extended one time for an additional 12 months for an additional \$175. The extension must be requested before the expiration of the first 12-month period. The Owner's Policy issued within 12 months, 24 months if extension has been purchased, after closing will be issued without additional cost, except for any increase in the amount of insurance resulting from (a) a resale price in excess of the initial purchase price; and (b) a change in the type of policy to be issued. The usual premiums for endorsements and settlement/closing fees and costs shall also apply to the resale.

Should the subsequent purchase not be completed within 12 months, 24 months if extension has been purchased, after closing the acquisition, the Owner's Policy shall be issued in the name of the initial purchaser.

#### 4.6 Reissue Rate Availability

The reissue rates described in Sections 4.4.1 is available for Owner's Policies, Owner's Policies with a Leasehold endorsement, and Loan Policies.

#### 4.7 Bundled Residential Reverse Mortgage Finance Rates

<b>Policy Liability</b>	<b>Rate</b>
\$100,001 to \$200,000	\$575.00
\$200,001 to \$400,000	\$850.00
\$400,001 to \$750,000	\$1,100.00
\$750,001 to \$1,500,000	\$1,500.00
\$1,500,001 to \$2,000,000	\$1,750.00
\$2,000,001 to \$3,000,000	\$2,000.00
Over \$3,000,000	\$2,250.00

To simplify price quotes for lenders, the Bundled Residential Reverse Mortgage Finance Rate includes, without additional charge, any of the customary endorsements to the Loan Policy as may be requested by the Lender and appropriate for the transaction and issuance on the insured property and may be subject to Company approval.

## 5 LENDER'S POLICIES

### 5.1 Bundled Residential Finance Loan Rates

A Standard Coverage or Extended Coverage Loan Policy will be issued to the Lender making a Finance Loan (Not an Acquisition Loan), in first mortgage position secured by a residential property, without regard to Zone, for the amounts computed below:

<b>Liability Amount</b>	<b>Rate</b>
Up to \$100,000	\$525.00
\$100,001 to \$250,000	\$625.00
\$250,001 to \$750,000	\$725.00
\$750,001 to \$1,000,000	\$1,375.00
\$1,000,001 to \$1,500,000	\$1,875.00
\$1,500,001 to \$2,000,000	\$2,500.00
Over \$2,000,000	Add \$1.00 per \$1,000.00 or fraction thereof

To simplify price quotes for lenders, the Bundled Finance Loan Rate includes, without additional charge, any of the customary endorsements to the Loan Policy as may be requested by the Lender and appropriate for the transaction and issuance on the insured property and may be subject to Company approval

### 5.2 Intentionally Deleted

### 5.3 Junior Loan Policy

When issuing an ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy the charge shall be:

<b>Liability Amount</b>	<b>Rate</b>
Up to \$50,000	\$250.00
\$50,001 to \$100,000	\$300.00
\$100,001 to \$250,000	\$400.00
\$250,001 to \$350,000	\$525.00
\$350,000 to \$750,000	\$700.00

- One ALTA Form JR1 Endorsement (Supplemental Coverage Endorsement) may be issued concurrently with the policy at no charge.
- The ALTA form JR2 Endorsement (Variable Rate/Revolving Credit Endorsement), is available at no charge when issued concurrently with the policy.

#### **5.4 Short Form Loan Policies**

The rate for a Short Form Loan Policy shall be the same as for a regular loan policy of a given type of coverage as set forth above.

#### **5.5 Mortgage Priority**

The Mortgage Protection Coverage is provided through Modification Endorsement and is a limited guaranty that provides assurance that a recorded modification of an existing residential Mortgage will not affect the priority of the Mortgage. The charge is \$125.00. Amount of Liability is the unpaid principal balance of the loan not to exceed \$250,000 liability.

The Residential Limited Coverage Mortgage Modification Policy provides assurance that a recorded modification of an existing residential Mortgage will not affect the priority of the Mortgage. The charge is \$125.00. Amount of Liability is the unpaid principal balance of the loan not to exceed \$250,000 liability.

The premium for any endorsement insuring the modification or assignment of an existing Deed of Trust shall be governed by Chapter 9 of this manual.

#### **5.6 Intentionally Deleted**



## 6 SIMULTANEOUS ISSUE RATES

### 6.1 Bundled Purchase Loan Rate

When an owner's policy (including one insuring a leasehold interest) and one or more loan policies are issued simultaneously, the owner's policy will be charged at the applicable rate for the type of owner's policy being issued as set forth in Chapter 4.

A Standard Coverage or Extended Coverage Loan Policy will be issued to the Lender, without regard to Zone, for the amounts computed below based on the aggregate of the amounts loaned, up to the policy limit of the issued owner's policy:

<b>Liability Amount</b>	<b>Rate</b>
Up to \$100,000	\$350.00
\$100,001 to \$300,000	\$400.00
\$300,001 to \$500,000	\$500.00
\$500,001 to \$1,000,000	\$550.00
\$1,000,001 to \$1,500,000	\$800.00
\$1,500,001 to \$2,000,000	\$1,100.00
\$2,000,001 to \$2,500,000	\$1,400.00
Over \$2,500,000	Add \$1.40 per \$1,000.00 or fraction thereof

To simplify price quotes for lenders, the Bundled Purchase Loan Rate includes, without additional charge, any of the customary endorsements to the Loan Policy as may be requested by the Lender and appropriate for the transaction and issuance on the insured property and may be subject to Company approval.

If the owner's policy is issued with the contemplation of issuing a loan policy and the loan policy is issued within 90 days of the issuance of the owner's policy, the loan policy will be considered a simultaneous issue

#### 6.1.1 Loan Amounts in Excess of Owner's Policy

Where the aggregate amount of the insured loans exceeds the policy limits of the simultaneously issued owner's policy (the difference being the "excess loan proceeds"), either:

- When the excess loan proceeds are to be used for improvements to the insured property, the purchaser may elect to increase the limits of the owner's policy (with pending improvements language) and pay any increased premium for the owner's policy; or
- The premium applicable to the excess loan proceeds will be computed at the rates set forth in Section 5.1 and added to the Bundled Simultaneous Purchase Loan Rate.

#### 6.1.2 Simultaneous Loan Policies (non-Bundled)

When one or more policies are issued simultaneously an additional charge of \$150.00 shall be added for each additional policy to be issued.

## **6.2 Multiple Loan Policies**

When two or more loan policies of the same type are issued simultaneously, the individual loan policy liabilities shall be aggregated, and that aggregate liability amount will be used to calculate the title premium applicable to the type of loan policy being issued.

When an Expanded Coverage loan policy is issued simultaneously with a Standard Coverage loan policy, title premium will be computed on the mortgage or deed of trust intended to be recorded first based on the type of loan policy to be issued on the senior mortgage. The premium for each subsequent loan policy will be computed based on the incremental insured value over and above the amount of the prior loan(s) as if the prior loan policy(ies) was of the same type.

This simultaneous issue rate applies only when the Company is concurrently issuing two or more policies insuring the same property.

## **6.3 Owners & Leasehold Policies**

When an owner's policy insuring the fee ownership and an owner's policy insuring a leasehold interest are issued simultaneously, the owner's policy insuring the fee interest will be charged at the applicable rate for the type of owner's policy being issued, as set forth in Chapter 4. The policy insuring the leasehold interest will be charged at 25% of the applicable rate for the type of policy(s) being issued covering the leasehold policy. The minimum charge for a concurrent policy insuring a leasehold interest shall be \$200.

This simultaneous issue rate applies only when the Company is concurrently issuing two or more policies insuring the same property.

## **6.4 Combinations of Owners, Leasehold & Loan Policies**

When other combinations of policies are issued simultaneously, the owner's policy insuring the fee interest will be charged the applicable rate for the type of owner's coverage being issued as set forth in Chapter 4, and the remaining policies will be issued at the simultaneous issue rates set forth in Chapter 6, as applicable.

# 7 COMMERCIAL, BUILDER, AND OTHER SPECIAL RATES

## 7.1 Basic Commercial Transactions

When insuring the purchaser or lessee of Commercial Properties, the premium shall be the same as calculated for a Standard Coverage Owner's Policy under Section 4.1.1, an Extended Coverage Owner's Policy under Section 4.1.3, or a Leasehold Owners Policy under Section 4.2. as set forth in Zone 1 of the Rate Table contained in Chapter 3.

A Standard Coverage Loan Policy will be issued to the Lender at the Basic Rate.

The provisions regarding residential reissue rates set forth in Section 4.4 and regarding bundled finance rates set forth in Section 5.1 do NOT apply to Commercial transactions.

The rules regarding simultaneously issued policies set forth in Chapter 6, do apply to Commercial transactions.

## 7.2 Commercial Reissue Rate

The premium for insuring the ownership, leasehold or a loan upon any Commercial Property shall be 50% of the premium calculated under Section 7.1 for the corresponding liability amount, Zone, and policy type when the order for the new policy is placed within 10 years after the effective date of any Qualifying Reissue Policy. Policy copies are not required for the reissue rate, if new policy is issued within 5 years of the effective date of any Qualifying Reissue Policy. If new policy is issued between 5 to 10 years, a copy of the policy the Reissue Policy is replacing is required.

Where a reissue rate applies, it applies without regard to the amount insured under the Qualifying Reissue Policy.

Charges for any endorsements are not reduced by any reissue rate.

## 7.3 Builder Rate

### 7.3.1 Builder Rate

When a builder, developer or subdivider has broken out a contiguous tract of land under common ownership, including by wholly-owned subsidiaries, into 5 or more, condominiums, timeshares, subdivisions, tracts, or subdivided lots, or when a person has acquired 5 or more lots in such a subdivision, whether or not contiguous, and desires to sell individual tracts or parcels, the premium on the owner's policy insuring each such outsale shall be 40% of the amount calculated under Section 4.1 or 4.2 (for residential properties) or Section 7.1 (for commercial properties). Minimum premium does not apply.

The Builder Rate does not apply to the acquisition or financing of land to be subdivided or upon which a qualifying subdivision or other project is to be built. Such an acquisition or financing will usually qualify for Commercial Rates under Sections 7.1 or 7.2.

(continued on next page)

The Builder Rate is available without regard to which party is responsible for paying the premium for title insurance.

Charges for any endorsements will be as set forth in Chapter 9 and are not reduced under the Builder Rate.

The Builder Rate may not be combined with any reissue rate or other discount rate.

Loan policies may be issued at Simultaneous Issue Rates as provided in Chapter 6 when the owner’s policy has been issued at the Builder Rate.

**7.3.2 Builder Unencumbered Property Rate**

The Builder Rate set forth in Section 7.3 is applicable when the property to be insured was encumbered by secured financing to facilitate its acquisition, development and/or construction. If the property to be insured is for residential purposes and remained unencumbered by secured financing throughout its acquisition, development and/or construction the premium for the owner’s policy shall be 35% of the amount calculated under Sections 4.1 or 4.2.

**7.3.3 Builder/Developer Combined Rate**

The Builder/Developer Combined Rate shall be available to a Builder, upon request for the combined issue of an ALTA Loan Policy followed by an ALTA Owner’s Policy. This Builder’s Combined Rate shall apply when an Owner’s Policy is contemplated to be issued to an ultimate purchaser in conjunction with a construction Loan Policy insuring a loan covering one or more units or lots in a project to be used to finance the improvements being constructed on behalf of the ultimate purchaser.

One overall combined Premium is charged for the Loan Policy insuring the construction loan, and the Owner’s Policy to be issued to the ultimate purchaser. The following Rate specified for the subsequently issued Owner’s Policy based upon the sales price of the improved unit or lot shall be calculated, and then \$50 for each issued construction Loan Policy shall be added thereto.

The Loan Policy Premium shall be paid at the time the construction Loan Policy is issued. In the event no Owner’s Policy is subsequently issued by the Company, additional Premium for the previously issued Loan Policy is due, at the Construction Loan Rate specified in Section 5.3 of this Manual, less the \$100 previously paid therefor.

<b>Rate Zone</b>	<b>Premium</b>
Zone 1	50% of the applicable Basic Rate, subject to a \$350 Minimum
Zone 2	50% of the applicable Basic Rate, subject to a \$350 Minimum
Zone 3	50% of the applicable Basic Rate, subject to a \$350 Minimum
Zone 4	50% of the applicable Basic Rate, subject to a \$350 Minimum

**7.3.4 Builder/Developer Residential Concurrent Bundled Rate**

The Builder/Developer Residential Concurrent Bundled Rate is available for an ALTA Loan Policy or an ALTA Short Form Residential Loan Policy, when there is a concurrent/simultaneous issue of an ALTA Owner’s Policy of any type being issued (at the

applicable Builder Rate Premium specified in Sections 7.3.1 or 7.3.2), so long as the insured amount under the loan policy is less than or equal to the insured amount of the owner’s policy (or that portion thereof which represents the fair market value of the property insured under the loan policy), and the property being insured is improved Residential Property.

The following Premium shall apply to the Builder/Developer Residential Concurrent Bundled Rate:

<b>Amount of Loan Policy</b>	<b>Premium</b>
Up to \$100,000	\$350.00
\$100,001 to \$300,000	\$400.00
\$300,001 to \$500,000	\$500.00
\$500,001 to \$1,000,000	\$550.00
\$1,000,001 - \$1,500,000	\$800.00
\$1,500,001 - \$2,000,000	\$1,100.00
\$2,000,001 - \$2,500,000	\$1,400.00
Over \$2,500,000	Add \$1.40 per \$1,000.00 or fraction thereof

The following title products shall be included under the Builder/Developer Residential Concurrent Bundled Rate at no additional charge:

- One loan policy;
- All commonly issued Colorado policy endorsements to the loan policy, as requested and applicable;
- Tax certificate; and
- The deletion of Regional Exceptions 1-4 unless there is construction within the Colorado statutory mechanic’s lien period.

**7.4 Major Projects Rate**

Requests for title insurance and related services for a transaction or series of transactions with an aggregate liability of \$7,500,000 or greater shall be subject to review by Company’s Western Region office. If a request is approved, the Rates and Charges shall be determined in accordance with Section 2.1.8.

**7.5 Construction Loan and Temporary Bridge Loan Rate**

The premium for Construction Loan and Temporary Bridge Loan shall be 50% of the base rate. It applies if the loan to be insured is financing construction of improvements to real property or a temporary bridge loan. It does not apply if the loan to be insured will also be the permanent financing loan after construction (does not apply to one step/single close loans).

## 8 SPECIALTY PRODUCTS

### 8.1 Foreclosure Guarantee

A Foreclosure Guarantee is a title guarantee issued before the foreclosure is started, which provides information necessary to conduct a valid, non-judicial foreclosure. This may include the name of the vested owner of record, the deed of trust to be foreclosed, a list of judgments, liens and encumbrances recorded subsequent to the deed of trust being foreclosed, for which exceptions are not necessarily shown in the order of their priority, bankruptcy information, property tax information, and the names of all parties required by statute to be notified of the foreclosure.

The charges for a Foreclosure Guarantee are \$300.00 for liability amounts of up to \$100,000, plus \$0.70 per \$1,000 of liability over \$100,000.

There is no charge for the first three updates. The charge for the fourth and each subsequent update in these counties shall be \$75.00.

### 8.2 Litigation Guarantee

A Litigation Guarantee is a guarantee to the customer that those persons or entities listed in the Litigation Guarantee are the proper parties that must be named in any lawsuit (or litigation matter) in order to assure the validity of a ruling or order with regard to the subject property.

The charge for the Litigation Guarantee shall be 80% of the Basic Rate, based upon the value of the particular estate or interest involved in the litigation, with a minimum charge of \$672.00 for Zone 1, and \$632.00 for Zones 2, 3, and 4.

The litigation guaranty includes one continuation within twenty-four months of the original guarantee. Each additional continuation during that period will be \$75.00 for each continuation guarantee over one issued within the period of twenty-four (24) months of the original guarantee to cover the filing of a Lis Pendens.

### 8.3 Mortgage Guarantee

For guarantees regarding the accuracy of interests in real property for the purpose of mortgagors providing loan services, the Charge is as follows:

Amount of Guarantee	Rate
Up to \$150,000	\$100
\$150,001 to \$250,000	\$150

The mortgage guarantee maximum amount of insurance is \$250,000, provided that a higher amount of insurance may be authorized by the underwriter, and in that event the Rate will be calculated at \$0.50 per \$1,000 for an amount in excess of \$250,000. This Rate shall include one Guarantee Date Down Endorsement. Additional Date Down Endorsements may be issued for an additional Charge as set forth in Chapter 9, Section 9.5.

## **8.4 Closing Protection Letters**

The Charge for a closing protection letter is \$25.00 for each closing protection letter issued, whether to a buyer, seller or lender. If a transaction entails two loans, with each policy requiring a letter, the Charge for both letters is \$25.00 if the same lender made both loans. If there are different lenders, then the Charge is \$25.00 for each letter.

## 9 ENDORSEMENTS

This Section contains endorsements, and the pricing therefor. All of the endorsements alter the regularly issued policies in some manner to expand, limit or clarify coverage(s).

### 9.1 General Rules

Each endorsement to any policy shall be issued for the additional premium set forth in the table below. Where the table refers to a percentage figure, the premium for the endorsement will be computed as that percentage of the Basic Rate, even though the endorsement is to a policy being issued at a reissue, bundled, simultaneous or other higher or lower premium.

Many of the endorsements are not priced for some of the policy forms because of: 1) infrequency of use, 2) wide range of risks, and/or 3) the form was designated to be attached to a specific policy but can be modified for other policies. If any of these coverages are desired, such requests shall be considered a "unique requirement." Additional charges will be made when unusual conditions of title are encountered, or when special risks are insured against, or when special services are requested.

Situations may arise, where in the opinion of the Company; a scheduled endorsement charge is too low or too high relative to the risk involved, probability of loss or other matters related to underwriting practices. In such cases, the endorsement charge may be adjusted.

### 9.2 Endorsement Table N/A

When "N/A" appears, it means that normally the endorsement is not issued on that type of coverage, however, if it is specifically requested, approval and charge must be obtained from Regional Underwriting Department.

### 9.3 Modification of an Endorsement

When the Company is requested to modify the coverage provided for in an endorsement listed in this chapter, the charge for such modification shall be ten percent (10%) of the otherwise applicable premium as set forth herein. In the event the endorsement to be modified does not ordinarily incur a premium for its issuance and the requested modification does not represent a substantial change in the coverage provided, there will be no additional charge made for the modification. If however the modification does represent a substantial change in the coverage of the endorsement, the minimum charge for such modification shall be ten-percent (10%) of the Basic Rate based on the amount of the policy to be endorsed.



## 9.4 Deletion of Standard Printed Exceptions 1-3

### 9.4.1 All Standard Printed Exceptions Other Than Mechanic's Liens

An endorsement (Endorsement 110.1), either by separate instrument or in the schedule of commitment or policy, deleting the standard printed exceptions as contained in Schedule B, other than mechanic's liens, may be issued upon compliance with underwriting requirements for the following charges if underwriting requirements are satisfied:

- Owner's Policy:       \$60.00 (Residential)  
                                  10% of Schedule of Basic Rates for Owner's Policy (Commercial)
  
- Loan Policy:           \$15.00 (Residential)  
                                  10% of Schedule of Basic Rates for Loan Policy (Commercial)

### 9.4.2 Mechanic's Lien Exception

An endorsement (Endorsement 110.1), either by separate instrument or in the schedule of the commitment or policy, deleting the standard printed mechanic's lien exception may be issued upon compliance with underwriting requirements and will bear the following charges for the type of policy indicated:

If the project is within any statutory mechanic's lien period, or if mechanic's lien is present, deletion of the standard printed mechanic's lien exception is subject to compliance with and satisfaction of the

Company's underwriting requirements. Deletion may be denied. In situations where the Company agrees to delete the exception, the charges shall be as set forth below:

Type of Policy	Pre-Construction	During Construction	Post Construction <i>not</i> within statutory lien period	Post Construction <i>within</i> statutory lien period
Residential 1-4 Family Owner's and/or Loan	\$15.00 if underwriter's requirements are satisfied	\$3.00 per \$1,000 of policy amount if underwriter's requirements are satisfied. Min. \$50.00	\$15.00 if underwriter's requirements are satisfied	20% of Basic Rate if underwriter's requirements are satisfied
Non-Residential *No charge if issued concurrently with Owner's containing mechanic's lien coverage	\$60.00 if underwriter's requirements are satisfied	\$10.00 per \$1,000 of policy amount if underwriter's requirements are satisfied. Min. \$50.00	\$60.00 if underwriter's requirements are satisfied	20% of Basic Rate if underwriter's requirements are satisfied

## 9.5 Endorsement Table

ALTA	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
1-06	None	Street Assessments	Lender	N/A	Residential \$50 Commercial \$75
3-06	123.1	Zoning - Unimproved Land	Owner or Lender	25% Basic Rate, Maximum \$2,000	25% Basic Rate, Maximum \$2,000
3.1-06	123.2	Zoning - Completed Structure	Owner or Lender	25% Basic Rate, Maximum \$2,000	25% Basic Rate, Maximum \$2,000
3.2-06	123.3	Zoning - Land Under Development	Owner or Lender	25% Basic Rate, Maximum \$2,000	25% Basic Rate, Maximum \$2,000
3.3-06	123.4	Zoning - Completed Improvement - Non-Conforming Use	Owner or Lender	20% Basic Rate, Maximum \$2,000	20% Basic Rate, Maximum \$2,000
3.4-06	123.5	Zoning - No Zoning Classification	Owner or Lender	20% Basic Rate, Maximum \$2,000	20% Basic Rate, Maximum \$2,000
4-06	115.1	Condominium (all assessment liens)	Owner or Lender	10% basic rate	10% basic rate
4.1-06	115.3	Condominium - Current Assessments	Owner or Lender	10% Basic Rate, Maximum \$250	10% Basic Rate, Maximum \$250
5-06	115.2	Planned Unit Development—Assessments Priority	Owner or Lender	10% basic rate	10% basic rate
5.1-06	115.4	Planned Unit Development - Current Assessments	Owner or Lender	10% Basic Rate, Maximum \$250	10% Basic Rate, Maximum \$250
6-06	111.5	Variable Rate Mortgage	Lender	N/A	\$50
6.2-06	111.8	Variable Rate Mortgage, Negative Amortization	Lender	N/A	\$60
7-06	116.5	Manufactured Housing Unit	Owner or Lender	N/A	10% Basic Rate, Minimum \$50
7.1-06	116.5.1	Manufactured Housing Conversion, Loan	Lender	N/A	25% Basic Rate
7.2-06	116.5.2	Manufactured Housing Conversion, Owner's	Owner	25% Basic Rate	N/A
8.1-06	110.9	Environmental Protection Lien	Lender	N/A	\$50
8.2-06	110.9.1	Environmental Protection Lien	Owner or Lender	10% Basic Rate	10% Basic Rate
9-06	100.2	Restrictions, Encroachments, Minerals - Loan Policy	Lender	N/A	10% Basic Rate plus \$50
9.1	100.9	Covenants, Conditions and Restrictions -	Owner	20% Basic Rate plus \$50	N/A
9.1-06	100.9	Restrictions, Encroachments, Minerals - Current Violations - Loan Policy	Lender	N/A	10% Basic Rate plus \$50
9.2-06	100.10	Covenants, Conditions and Restrictions -	Owner	20% Basic Rate plus \$50	N/A

<b>ALTA</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
9.3-06	100.2.1	Covenants, Conditions and Restrictions - Loan Policy	Lender	N/A	10% Basic Rate plus \$50
9.6-06	100.2.6	Private Rights - Loan	Lender	N/A	\$250
9.6.1-06	None	Private Rights - Current Assessments - Loan Policy	Lender	N/A	\$250
9.7-06	100.2.7	Restrictions, Encroachments, Minerals -	Lender	N/A	10% Basic Rate plus \$50
9.8-06	100.2.8	Covenants Conditions and Restrictions -	Owner	20% Basic Rate plus \$50	N/A
9.9-06	100.2.9	Private Rights - Owner's Policy	Owner	\$250	N/A
9.10-06	100.2.10	Restrictions, Encroachments, Minerals - Current Violations - Loan	Lender	N/A	10% basic rate
10-06	104.12	Assignment	Lender	N/A	\$50
10.1-06	104.13	Assignment and Date Down	Lender	N/A	10% Basic Rate
11-06	110.11	Mortgage Modification	Lender	N/A	20% Basic Rate
11.1-06	110.11.1	Mortgage Modification with Subordination	Lender	N/A	20% Basic Rate
11.2-06	110.11.2	Mortgage Modification with Additional Amount of Insurance	Lender	N/A	20% Basic Rate + additional premium based on amount insured
12-06	117.	Aggregation - Loan	Lender	N/A	\$250
12.1-06	117.1	Aggregation - State Limits - Loan	Lender	N/A	\$250
13-06	119.5	Leasehold - Owner	Owner	N/C	N/A
13.1-06	119.6	Leasehold - Loan	Lender	N/A	N/C
14-06	111.14	Future Advance - Priority	Lender	N/A	\$50
14.1-06	111.14.1	Future Advance - Knowledge	Lender	N/A	\$50
14.2-06	111.14.2	Future Advance - Letter of Credit	Lender	N/A	\$50
14.3-06	111.14.3	Future Advance - Reverse Mortgage	Lender	N/A	\$50
15-06	127	Nonimputation - Full Equity Transfer	Owner	10% Basic Rate	10% Basic Rate
15.1-06	127.1	Nonimputation - Additional Insured	Owner	\$50	\$50
15.2-06	127.2	Nonimputation - Partial Equity Transfer	Owner	\$50	\$50
16-06	128	Mezzanine Financing	Owner	\$50	\$50
17-06	103.11	Access and Entry	Owner or Lender	10% Basic Rate, Maximum \$500	10% Basic Rate, Maximum \$500
17.1-06	103.12	Indirect Access and Entry	Owner or Lender	10% Basic Rate, Maximum \$500	10% Basic Rate, Maximum \$500
17.2-06	103.13	Utility Access	Owner or Lender	10% Basic Rate, Maximum \$500	10% Basic Rate, Maximum \$500
18-06	129	Single Tax Parcel	Owner or Lender	\$50	\$50

<b>ALTA</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
18.1-06	129.1	Multiple Tax Parcel - Easements	Owner or Lender	\$50	\$50
18.2-06	129.2	Multiple Tax Parcel	Owner or Lender	\$50	\$50
18.3-06	129.3	Single Tax Parcel and ID	Owner or Lender	\$75	\$75
19-06	116.4.1	Contiguity, Multiple Parcels	Owner or Lender	20% Basic Rate	20% Basic Rate
19.1-06	116.4	Contiguity, Single Parcel	Owner or Lender	20% Basic Rate	20% Basic Rate
19.2-06	116.9	Contiguity - Specified Parcels	Owner or Lender	20% Basic Rate	20% Basic Rate
20-06	130	First Loss, Multiple Parcel Transactions	Lender	N/A	15% Basic Rate
22-06	116.01	Location	Owner or Lender	\$50	\$50
22.1-06	116.02	Location and Map	Owner or Lender	\$50	\$50
23-06	114.3	Co-Insurance, Single Policy	Owner or Lender	35% Basic Rate	35% Basic Rate
23.1-06	114.4	Co-Insurance - Multiple Policies	Owner or Lender	35% Basic Rate	35% Basic Rate
24-06	133	Doing Business	Lender	N/A	\$250
25-06	116.1	Same as Survey	Owner or Lender	10% Basic Rate	10% Basic Rate
25.1-06	116.1.2	Same as Portion of Survey	Owner or Lender	10% Basic Rate	10% Basic Rate
26-06	116.8	Subdivision	Owner or Lender	\$200	\$200
27-06	132	Usury	Lender	N/A	\$100
28-06	103.1	Easement - Damage or Enforced Removal	Owner or Lender	20% Basic Rate	\$50
28.1-06	103.14	Encroachments - Boundaries and Easements	Owner or Lender	20% Basic Rate	10% Basic Rate, Minimum \$50
28.2-06	103.15	Encroachments - Boundaries and Easements - Described Improvements	Owner or Lender	20% Basic Rate	10% Basic Rate, minimum \$50
28.3-06	103.16	Encroachments - Boundaries and Easements - Land Under Development	Owner or Lender	Residential: \$50; Commercial \$200	Residential: \$50; Commercial \$200
29-06	134	Interest Rate Swap - Direct Obligation	Lender	N/A	10% Basic Rate

ALTA	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
29.1-06	134.1	Interest Rate Swap - Additional Interest	Lender	N/A	10% Basic Rate
29.2-06	134.2	Interest Rate Swap - Direct Obligation - Defined Amount	Lender	N/A	10% Basic Rate
29.3-06	134.3	Interest Rate Swap - Additional Interest - Defined Amount	Lender	N/A	10% Basic Rate plus Basic Rate on the increased liability
30-06	135	One to Four Family Shared Appreciation	Lender	N/A	\$200
30.1-06	135.1	Commercial Participation Interest	Lender	N/A	10% Basic Rate
31-06	136	Severable Improvements	Lender	N/A	10% Basic Rate
32-06	137	Construction Loan - Loss of Priority	Lender	N/A	\$1.50 per \$1000 based on upon the advance or aggregate advances. Upon compliance with Underwriter's requirements regarding disbursements, \$1.50 per \$1,000 based on the advance or aggregate advances up to \$500,000 and \$1 per thousand over \$500,000.
32.1-06	137.1	Construction Loan - Loss of Priority - Direct Payment	Lender	N/A	\$1.50 per \$1000 based on upon the advance or aggregate advances. Upon compliance with Underwriter's requirements regarding disbursements, \$1.50 per \$1,000 based on the advance or aggregate advances up to \$500,000 and \$1 per thousand over \$500,000.
32.2-06	137.2	Construction Loan - Loss of Priority - Insured's Direct Payment	Lender	N/A	\$1.50 per \$1000 based on upon the advance or aggregate advances. Upon compliance with Underwriter's requirements regarding disbursements, \$1.50 per \$1,000 based on the advance or aggregate advances up to \$500,000 and \$1 per thousand over \$500,000.
33-06	138	Disbursement	Lender	N/A	\$85
34-06	139	Identified Risk Coverage	Owner or Lender	Underwriter to determine charge.	Underwriter to determine charge.
35-06	140	Minerals and Other Subsurface Substances - Buildings	Owner or Lender	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000
35.1-06	140.1	Minerals and Other Subsurface Substances - Improvements	Owner or Lender	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000
35.2-06	140.2	Minerals and Other Subsurface Substances - Described Improvements	Owner or Lender	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000
35.3-06	140.3	Minerals and Other Subsurface Substances - Land Under Development	Owner or Lender	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000	Residential: 20% Basic Rate; Commercial 10% Basic Rate, maximum \$2,000
36-06	141	Energy Project - Leasehold/Easement - Owner's	Owner	\$100	N/A

<b>ALTA</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
36.1-06	141.1	Energy Project - Leasehold/Easement - Loan	Lender	N/A	\$100
36.2-06	141.2	Energy Project - Leasehold - Owner's	Owner	\$100	N/A
36.3-06	141.3	Energy Project - Leasehold - Loan	Lender	N/A	\$100
36.4-06	141.1	Energy Project - Covenants, Conditions and Restrictions - Land Under Development Owner's	Owner	20% Basic Rate plus \$50	N/A
36.5-06	141.5	Energy Project - Covenants, Conditions and Restrictions - Land Under Development Loan	Lender	N/A	20% Basic Rate plus \$50
36.6-06	141.6	Energy Project - Encroachments	Owner or Lender	20% Basic Rate	10% Basic Rate, Minimum \$50
36.7-06	141.7	Energy Project - Fee Estate - Owner's Policy	Owner	\$100	N/A
36.8-06	141.8	Energy Project - Fee Estate - Loan Policy	Lender	N/A	\$100
37-06	104.6	Assignment of Rents or Leases	Lender	N/A	\$50
38-06	None	Mortgage Tax	Lender	N/A	\$50
39-06	142	Policy Authentication	Owner or Lender	N/C	N/C
40-06	147	Tax Credit - Owner's Policy	Owner	10% Basic Rate	N/A
40.1-06	147.1	Tax Credit - Defined Amount - Owner's Policy	Owner	10% Basic Rate	N/A
41-06	143	Water - Buildings	Owner or Lender	10% Basic Rate, maximum \$1,000	10% Basic Rate, maximum \$1,000
41.1-06	143.1	Water - Improvements	Owner or Lender	10% Basic Rate, maximum \$1,000	10% Basic Rate, maximum \$1,000
41.2-06	143.2	Water - Described Improvements	Owner or Lender	10% Basic Rate, maximum \$1,000	10% Basic Rate, maximum \$1,000
41.3-06	143.3	Water - Land Under Development	Owner or Lender	10% Basic Rate, maximum \$1,000	10% Basic Rate, maximum \$1,000
42-06	144	Commercial Lender Group Endorsement	Lender	N/A	No charge up to 1 year, \$50 after 1 year.
43-06	145	Anti-Taint	Lender	N/A	\$50
44-06	146	Insured Mortgage Recording - Loan	Lender	N/A	N/C
45-06	148	Pari Passu Mortgage - Loan Policy	Lender	N/A	N/C
46-06	149	Option	Owner or Lender	N/C	N/C
47		Operative Law - Owner's Policy	Owner	N/C	N/A
47.1		Operative Law - Loan Policy	Lender	N/A	N/C
JR1	JR1	Endorsement to ALTA Residential Limited Coverage Junior Loan Policy - Supplemental Coverage	Lender	N/A	N/C

<b>ALTA</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
JR2	JR2	Endorsement to ALTA Residential Limited Coverage Junior Loan Policy - Future Advance, Revolving Credit/Variable Rate	Lender	N/A	N/C
<b>ALTA</b>	<b>CO</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
N/A	CO 100	Covenants, Easements, Encroachments, Minerals	Lender	N/A	Residential \$50; Commercial 10% Basic Rate
N/A	CO 100.11	Liquor Reverter	Owner or Lender	20% Basic Rate	\$50
N/A	CO 110.1	Removal Printed or Typed Exception or Paid Encumbrance	Owner	\$65	N/A
N/A	CO 130	Removal of Standard Exceptions Residential + Zoning	Owner	\$65 \$50	N/A
N/A	CO 130C	Removal of Standard Exceptions Commercial + Zoning	Owner	20% Basic Rate	N/A
<b>ALTA</b>	<b>FNTI</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
N/A	FNTI 206	Removes Arbitration Requirement		Market Rate	Market Rate
N/A	FNTI 207	General Endorsement		Market Rate	Market Rate
N/A	FNTI 208	Solar Endorsement		\$100	\$100