



# STEWART TITLE GUARANTY COMPANY SCHEDULE OF CHARGES AND FORMS FOR TITLE INSURANCE IN THE STATE OF IDAHO

This manual is for the use of Stewart Title Guaranty Company's ("Stewart" or "Underwriter") Title Insurance Policy Issuing Attorneys, Agents, and Offices. Any other use or reproduction of this manual is prohibited.

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Last Updated: December 8, 2020

Effective Date: January 20, 2021

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# IDAHO TITLE INSURANCE

## MANUAL OF CHARGES

### A. GENERAL PROVISIONS AND RULES; DEFINITIONS

Thank you for using Stewart Title Guaranty Company (hereafter “Stewart” or “Underwriter”) for your title insurance needs. The charges and rules for standard classifications of title insurance policies and endorsements issued by Stewart are set forth hereinafter.

An additional charge may be made for title insurance policies and endorsements that involve an extraordinary amount of work and/or risk but the applicant shall be notified before the additional charge is applied.

When a charge for a policy or guarantee is not an even dollar amount, the charge shall be rounded up to the nearest dollar. A charge that is a percentage of the Basic Schedule of Charges shall be calculated from the unrounded charge amount with rounding done after all other calculations have been determined.

### B. SUPPLEMENTAL CHARGES AND RULES

#### 1. Amount of Insurance

- a. Owner’s Policy – An owner’s policy insuring a fee shall be issued for not less than (a) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (b) if no sale is being made, the amount equal to the value of the land and any existing improvements at the time of the issuance of the policy.
- b. Lender’s Policy – A loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the mortgage lien or (b) if indebtedness is secured by other collateral, then for not less than the value of the insured Land.
- c. Leasehold Policy – Leasehold policies covering leasehold estates with an unexpired term of 50 years or more shall be for the full value of the land and existing improvements, and for less than 50 years shall be, at the option of the insured, based upon (1) the total amount of the rentals payable for the primary term but not less than five years, or (2) the full value of the land and any existing improvements together with any improvements immediately contemplated to be erected thereon.
- d. Contract Purchaser – The Charge for insuring contract purchasers shall be for not less than the full value of the principal payments.
- e. Estate Less Than Fee – Insurance of lesser estates shall be written for the amount of the value of the estate at the time the policy is issued.

#### 2. Additional Chains of Title

CONDITION	CHARGE
One chain of title	No charge
Each additional chain of title [unless the land covered by the additional chain has been previously insured]	Minimum \$125 [\$75]
Insuring 2 or more lots in a single tract and in common ownership	No charge
Insuring 2 or more lots in a single tract in different ownership within the last 5 years	\$50 Additional charge

For the purpose of determining whether or not to make an additional Charge, an extra chain of title shall be considered as one involving Land in a different block, section, county or under a different ownership for a substantial portion of the chain.

Any Charge made hereunder shall be made only once; that is, it shall not be made upon reissue. For an additional chain of title for which a proposed insured shall submit a prior title insurance policy (regardless of date of issue), an abstract of title or similar type of evidence, as to such Land, the foregoing Charges may be waived.

### 3. Cancellations - Inactive Orders

Prior to commencement of search, Charges may be waived. After the issuance of the commitment and prior to closing, the order may be canceled by payment of a cancellation Charge of 20% of the Basic Schedule of Charges; however, in no event shall the cancellation Charge be less than 50% of the minimum Applicable Charge provided in Section E.1. After closing, 80% of the Basic Schedule of Charges is applicable. The entire Charge shall be waived if it is apparent that through error the customer has entered duplicate orders in the same or competing companies. If Stewart determines to not assume a particular risk and the proposed finds another title insurer willing to assume the risk, the entire Charge shall be waived.

Unless a different time limit is expressed in the commitment, orders open for 6 months without a policy having been issued, through no fault of Stewart, except as to orders involving title litigation, shall be deemed inactive and billed at the full Basic Schedule of Charges.

No credit shall be allowed on any subsequent order for a cancellation Charge previously paid, if more than 90 days have elapsed since the Charge was made.

## C. DEFINITIONS

TERM	DEFINITION
ALTA	American Land Title Association
Applicable Charge	The rate determined based on the formulas set forth in this manual
Basic Schedule of Charges	The rate applied according to the chart found in Section E.1 herein.
Charge	The rate for a title insurance policy or endorsement. A Charge also includes the abstracting, searching and examination fee. A Charge does not include any settlement fee, trustee fee, attorney fee, surveying fee, inspection fee, document fee, closing fee, escrow fee or any other fee associated with escrow. A Charge for an endorsement may be reduced based on any permitted reduction to a policy as stated within this manual.
CLTA	California Land Title Association
Commercial	"Commercial policies" for the purposes of insurance rates only includes bulk purchase or refinance of multiple residential dwellings, multi-family structures intended for the use of 5+ families, undeveloped lots, or real estate intended principally for business, commercial, industrial, religious, educational or agricultural purposes even if some portion of the real estate is used for residential purposes.
Construction Loan	A loan for the purpose of construction of on-site improvements to the property to be insured. The term does not include a loan for off-site improvements such as streets and utilities.
Extended Coverage	The deletion of part or all of the standard exception from coverage. Extended Coverage may also be created by issuing certain endorsements. An endorsement creating Extended Coverage that provides additional affirmative assurances requires an additional Charge for both the Extended Coverage as well as the Charge for the endorsement
Full Principal Debt	The amount of an Insured Mortgage that is secured by land less any of the debt secured by personal property or uninsured real property interests
Homeowner's Policy aka Enhanced Policy	The American Land Title Association Homeowner's Policy of Title Insurance.
Increased Liability Amount	Amount in excess of the original policy amount.
Insured	The person or entity named as the Insured in the policy of title insurance.

TERM	DEFINITION
Land, Premises, or Property	The property described in Schedule A of a title insurance policy or commitment including any improvements affixed thereto which by operation of law constitute real property. The property described in Schedule A may be limited by exception as set out in Schedule B of the title insurance policy or commitment
Loan Policy	A title insurance policy insuring a lender or assignee/successor of a lender.
Minimum Charge	The minimum charged to an applicant or insured shall be the lowest Charge shown in the Basic Schedule of Charges in each of the pricing charts.
Mortgage	A transfer of an interest in land, other than in trust, to secure performance of the obligation to pay back the indebtedness. The form of the mortgage may be a mortgage or other security instrument relating, at least in part, to land
Owner's Policy	A title insurance policy insuring an owner, optionee, vendee, or lessee.
Policy Form	Any title insurance policy or guarantee form filed by Stewart with the Commissioner of Insurance of this State.
Residential	"Residential means real property having a single house, individual condominium unit, mobile home permanently affixed to real estate, or other dwelling unit intended primarily for the occupancy of from one to four (1-4) families or a single residential lot upon which the purchaser intends to build a one to four family dwelling.
Simultaneous Issue	The issuance of two or more policies on identical land out of the same transaction. The effective dates of the policies do not have to be the same in order to qualify for a simultaneous issue; however, if the effective dates are not the same, these policies must have been able to have been issued the same date and a commitment to insure each interest insured must have been issued at the time of the consummation of the transaction.

TERM	DEFINITION
Standard Coverage Exceptions for Owner's Policy and Loan Policy	<p>This refers to a title insurance policy that includes the standard regional exceptions in Schedule B of the Owner's Policy and Lender's Policy.</p> <p>a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record</p> <p>b) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.</p> <p>c) Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.</p> <p>d) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.</p> <p>e) (1) Unpatented mining claims;  (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;  (3) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.</p> <p>f) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.</p> <p>g) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).</p> <p>h) Mineral Exception. In addition to the above 6 exceptions, the following mineral exception shall be included in all commitments and policies unless Underwriter approval to delete the same is obtained. "Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed."</p>
Stewart	Stewart Title Guaranty Company
Surcharge	A Charge in addition to the Basic Schedule of Charges for any policy or endorsement.

**D. COMMITMENTS**

Commitments obligating Stewart shall be issued only upon application for a policy of title insurance. Preliminary reports, letter reports, certificates of title, or opinions of title as such are not issued. Regardless of any contract provision of an agreement between a seller and a buyer, borrower and lender, or any other party to a transaction that contemplates the issuance of any policy form, Stewart shall not be obligated to extend any coverage provided for herein until satisfaction of the underwriting requirements of Stewart.

**E. SCHEDULE OF CHARGES FOR POLICIES**

**1. Basic Schedule of Charges**

LIABILITY AMOUNT	PER THOUSAND
\$0 to \$10,000	(fixed) \$215.00
Over \$10,000 to \$30,000, add	\$6.60
Over \$30,000 to \$50,000, add	\$6.05
Over \$50,000 to \$100,000, add	\$3.85
Over \$100,000 to \$300,000, add	\$3.30
Over \$300,000 to \$1,000,000, add	\$2.47
Over \$1,000,000 to \$5,000,000, add	\$2.00
Over \$5,000,000 to \$10,000,000, add	\$1.20
Over \$10,000,000 to \$50,000,000, add	\$1.15
Over \$50,000,000 to \$100,000,000, add	\$1.10
Over \$100,000,000, add	\$1.05
Minimum	\$215.00

See Appendix “A” for calculated charges.

**2. Standard and Extended Coverage Charges**

POLICYTYPE	CHARGE
Standard Policy (Owner or Loan)	100% of the Basic Schedule of Charges
Extended Owner’s Coverage – residential	110% of the Basic Schedule of Charges
Extended Owner’s Coverage – commercial	150% of the Basic Schedule of Charges
Extended Loan Coverage Policy	130% of the Basic Schedule of Charges

NOTE: For owner’s policies deleting only certain printed exceptions or for situations falling outside of the parameters shown above, the Surcharge shall be computed based upon rating procedures shown elsewhere in this manual.

**F. OWNER’S POLICIES**

The Charge for the Standard Coverage Owner’s Policy shall be 100% of the Basic Schedule of Charges. In the event that some of the Standard Coverage Exceptions are deleted with the written approval of Stewart, a Surcharge of up to 50% may be added. If all the Standard Coverage Exceptions are deleted the Charge shall be as set forth in E.2.

**1. Double Sale**

No order will be held open to cover a double sale. When a purchaser immediately resells or holds the Land in contemplation of a resale, the Charge will be both upon the transaction in which the Land is acquired and that in which it is resold, unless the original transaction contemplated is a tax-free exchange as that term is used in the Internal Revenue Code.

**2. Increase of Liability**

Insurance for liability amounts in excess of the original policy amount is charged on an increased liability at the Applicable Charge. The increased liability amount is added to the rate calculation for the original policy amount at the Basic Schedule of Charges. The increased liability amount is based on the policy type for the new policy. The calculation of the Charge on the original policy is made first and then the calculation for the increase liability is applied. The Basic Charge shall be made for the increase amount, with a Minimum Charge of \$25. See CLTA endorsement 107.2.

**3. Insured Owner Land Contract**

An insured owner who purchases on a real estate contract may, upon fulfillment of the terms of the contract, obtain a title policy rewritten to the current effective date as follows:



CONDITION	CHARGE
Within 10 years of the date of original issue	30% of the Basic Schedule of Charges
For all other conditions	50% of the Basic Schedule of Charges

**4. ALTA Homeowner’s Policy**

The Charge shall be ten percent (10%) of the Basic Rate added to the Applicable Charge. The Land must be Residential and a lot in a recorded subdivision.

**5. 1031 Reverse Exchange**

POLICYTYPE	CHARGE
Owner’s Policy to a qualified intermediary	100% of the Basic Schedule of Charges
Owner’s Policy to the Exchanger	30% of the Basic Schedule of Charges, provided that title to the Land is conveyed to the exchanger within 180 days from the date of the original policy.

In lieu of two separate policies, one single policy and commitment may be issued in connection with a reverse exchange at 110% of the Basic Schedule of Charges provided that within 180 days from the commitment the Insured Land is conveyed to the exchanger. Any increase in the amount of liability will be charged the applicable Basic Schedule of Charges.

**6. U.S. Policy Form and Date Down Endorsement-Special Provisions for Charges**

The Charge shall be 100% of the Basic Schedule of Charges. There shall be no charge other than for an increase in the amount of insurance in force, made for the first date down endorsement issued upon a U.S. Policy which is issued within 6 months of the original policy. For the insurance of any second or subsequent date down endorsement or any date down endorsement issued after 6 months from the date of the U.S. Policy to which it is attached, there shall be an endorsement Charge of \$100.00, plus the Charge for any increased insurance. U.S. Policies should be issued in an amount equal to the value or the interest being acquired, and any increased insurance liability Charge should be based upon the Charge in effect at the date of the endorsement.

**G. LOAN POLICIES**

Under no circumstances are loan policies to be written for less than the mortgage debt unless the mortgage covers other security of which the Land is but a part. In that event, it is incumbent upon the policy issuing agent to satisfy itself that the risk is commensurate with the value of the security so insured.

**1. ALTA Loan Policies**

- a. The Charge for the Standard Coverage Loan Policy shall be 100% of the Basic Schedule of Charges.
- b. The Charge for the Extended Coverage Loan policy shall be 130% of the Basic Schedule of Charges. This form of policy may have some or all of the Standard Exceptions from coverage removed. The Charges do not include the cost of any survey that may be required or any inspection charge for an inspection and mileage charge from the office. The policy shall not be for less than the full principal debt and may include up to 25% in excess of the principal debt to cover interest, foreclosure costs etc. Where the Land covered by the policy represents only part of the security for the loan, the policy shall be written for the amount of the unencumbered value of the Land or the amount of the loan, whichever is the lesser.

## **2. Construction Loan Policies**

Policies insuring the lender where the principal use of the funds is for the construction of improvements on the Land shall be rated as follows:

- a. Development or construction loan policies will be issued at 100% of the Basic Schedule of Charges for a Standard Coverage Policy, or 130% of the Basic Schedule of Charges for an Extended Coverage Policy.
- b. Following completion of construction, the Charge for the development or construction loan policy may be applied as a credit to the Charge for the owners and/or loan policies issued following construction or development. The amount of credit is 100% of the Basic Schedule of Charges for the development or construction loan policies plus a Surcharge of \$40. This credit may be pro-rated among several lots or parcels covered by the development or construction loan policies.

No credit is to be given for any part of the 30% Surcharge that may have been paid on the development or construction loan policy, nor is a credit to be given for any endorsement Charges made on the development or construction loan policy.

- c. The construction credit may be applied to either a loan policy insuring a deed of trust or mortgage that replaces the construction deed of trust or mortgage, or to an owner's policy upon the sale of the newly constructed improvement. This credit is only applicable if the new lender's or owner's policy is issued within one year of the date of the construction loan policy, or within 120 days after completion of construction.
- d. Such development or construction loans contemplate the inclusion of standard regional exceptions from coverage unless those matters can be removed based upon an inspection of the land and/or review of a survey, and priority of the insured mortgage is established of record. Lesser coverage may be granted in those circumstances not meeting the underwriting standards of Stewart including without limiting the option herein to the addition of a pending disbursement provision with date down endorsements, or ALTA 32/33 coverage, for periodic disbursements and limiting coverage to only those amounts disbursed by or through the insured lender.
- e. In re-issuing a permanent policy, or in the event of the assumption of such temporary loan by a purchaser, the rules otherwise provided herein relating to re-issue rates shall be applicable to such owners or lenders policies issued following such a temporary policy.

## **3. Policies Covering Future Advances, Extension of New Mortgages, Supplemental Mortgage and/or New Mortgage to Insured Lender**

- a. Loan Policy Insuring Future Advances. When an insured mortgage provides for future advances, the Charge for issuing an endorsement or a new policy insuring an additional advance to the same mortgagor shall be the difference between the Basic Schedule of Charges for a policy in the amount of the unpaid balance without the new advance and a policy in the amount of the unpaid balance with the new advance plus \$35. ALTA Endorsement 11.2 may be used in lieu of a new policy.
- b. Loan Policy Insuring Supplemental (Substitution) Mortgage. When a loan policy has been issued insuring a mortgage, and within 2 years of the recordation of the original mortgage, a supplemental (substitution) mortgage (or upon consolidation) by the same mortgagor, secured by the same premises, becomes necessary, a new loan policy will be issued in the new amount upon surrender of the outstanding loan policy at 50% of the Basic Schedule of Charges with a Minimum Charge for such issuance of \$120, plus applicable additional Charges for increased coverage and additional chains of title.

**4. Assignment of Mortgage or Modification of Terms**

A new loan policy may be issued insuring the lien of the mortgage so assigned with a current date of policy at 30% of the Basic Schedule of Charges, with a minimum of \$50 when a loan policy has been issued and an assignment of the insured mortgage is made or the terms of the obligation or security are modified.

**5. Junior Loan Policies**

When a Junior Loan policy is issued, the Charge made for such policy shall be made as follows:

ALTA Residential Limited Coverage Junior Loan Policy	
LIABILITY AMOUNT	CHARGE
\$0.00 to \$50,000	\$120
Over \$50,000 to \$90,000	\$140
Over \$90,000 to \$130,000	\$170
Over \$130,000 to \$200,000	\$200
Over \$200,000 to \$250,000	\$230
Over \$250,000 to \$300,000	\$250

There is an additional Charge of \$5 to issue the ALTA Residential Junior Loan policy Supplemental Coverage Endorsement - JR1 and \$5 to issue the Revolving Credit/Variable Rate Endorsement to Residential Limited Coverage Junior Loan policy - JR2, if issued within 6 months from date of policy. If issued after 6 months, the Charge is \$15. No other form of endorsement may be attached to an ALTA Junior Loan policy. The Junior Loan Policy may not be used when insuring a first priority deed of trust and may not be issued if the insured amount exceeds \$300,000.

**6. ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies**

The Charge for these policies, is ten (10%) of the Basic Schedule of Charges added to the Applicable Charge, plus any additional Charges for endorsements, if any, issued separately or included in the ALTA Expanded Coverage Residential Loan Policy coverage. The Land must be Residential and a lot in a recorded subdivision.

**7. SMART Policies (Limited Residential Standard Coverage)**

RANGE OF LIABILITY	SMART CHARGE
Up to and including \$50,000	\$125
Thereafter up to and including \$100,000	\$150
Thereafter up to and including \$150,000	\$175
Thereafter up to and including \$250,000	\$200
Thereafter up to and including \$300,000	\$250
Thereafter up to and including \$350,000	\$275

A SMART policy may be issued only to a lender and only when the property is Residential property and a lot in a recorded subdivision.

SMART Policies may not be issued for liabilities in excess of \$350,000. A SMART Policy contains the Standard Coverage Exceptions plus the following four exceptions:

- a. Agreements, if any, related to the future assessment obligations not yet due and payable, which appear in the public records.
- b. Agreements, covenants, conditions, restrictions and/or declarations affecting title, or violations thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey.

- c. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
- d. Any reservation or conveyance of minerals, gas, oil, sand, gravel or timber, or rights related thereto, including leases of said interests, which appear in the public records.

**8. ALTA Residential Limited Coverage Mortgage Modification Policy**

The Charge for the ALTA Residential Limited Coverage Mortgage Policy shall be \$150.00. The Charge shall not include any Charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.

**9. Leasehold Policies**

Leasehold estates, where the unexpired term of the lease is for a period of 50 years or more, or where additional fee interests, either in the improvements or additional parcels are insured, shall be Charged for the full value of the property.

Leasehold estates for a period less than 50 years shall be written either for the total amount of the rentals payable upon primary term of the lease (but not less than 5 years) or the current market value of the property together with any improvements immediately contemplated to be erected thereon.

**H. SIMULTANEOUSISSUE**

<b>Policy Combination of Owner's and Lender's</b>	<b>Charge</b>	
	<b>For Owner's Policy</b>	<b>For Each Lender's Policy</b>
Standard Owner's with Standard Loan	100% of the Basic Schedule of Charges	\$75.00
Standard Owner's with Extended Loan	100% of the Basic Schedule of Charges	\$75.00 plus 30% of the Basic Schedule of Charges
Standard Owner's with Expanded Loan	100% of the Basic Schedule of Charges	\$75.00 plus 40% of the Basic Schedule of Charges
Extended Owner's with Standard Loan	110% of Basic Schedule of Charges if Residential 150% of Basic Schedule of Charges if Commercial	\$75.00
Extended Owner's with Extended Loan	110% of Basic Schedule of Charges if Residential 150% of the Basic Schedule of Charges if Commercial	10% of the Basic Schedule of Charges
Extended Owner's with Expanded Loan	110% of Basic Schedule of Charges if Residential 150% of the Basic Schedule of Charges if Commercial	20% of the Basic Schedule of Charges
Homeowner's with Standard Loan	110% of the Basic Schedule of Charges	\$75.00
Homeowner's with Extended Loan	110% of the Basic Schedule of Charges	10% of the Basic Schedule of Charges
Homeowner's with Expanded Loan	110% of the Basic Schedule of Charges	15% of the Basic Schedule of Charges
<b>Policy Combination of Multiple Residential Lender's</b>	<b>Charge</b>	
	<b>Lender's Policy with Highest Liability</b>	<b>Each Lower Liability Lender's Policy</b>
Two or more Standard Loan	100% of the Basic Schedule of Charges of the aggregate	\$75.00
Extended Lender's with Standard Loan	110% of the Basic Schedule of Charges	\$75.00
Two or more Extended Loan	110% of the Basic Schedule of Charges of the aggregate	\$75.00

Multiple policies may be issued covering all or portions of the same tract and qualify for a simultaneous Charge based upon the fact that the policies are issued or contemplated to be issued as part of a single transaction:

The Charge for the issuance of a standard owner's policy insuring a single risk covering more than one Insured is 100% of the Basic Schedule of Charges for the single risk insured plus a Surcharge of 30% of the Basic Schedule of Charges for each additional interest insured under the individual and separate policy. Multiple owner's policies may be written as a single risk. The Insureds, however, receive separate policies.

It is contemplated that the amount of insurance under the owner's policies will equal the value of the Land or represent a lesser interest in the Land. Where multiple owners and/or lenders policies are being issued the aggregate outstanding liability shall be used to establish the liability for the primary policy.

## **I. GUARANTEES**

Guarantees shall be written with Standard Coverage Exceptions. Such exceptions may be deleted upon payment of a Surcharge of up to 50%, depending on which exception is deleted, as approved by Stewart in writing. Deletion of the standard mechanic's lien exception shall not be generally acceptable in most forms of guarantee contemplated herein and shall only be made with specific written approval of Stewart and a Surcharge of up to 50%.

### **1. Trustee's Sale Guarantee**

The Charge for the trustee's sale guarantee shall be 100% of the Basic Schedule of Charges based on the total amount of indebtedness remaining secured under the deed of trust or mortgage. The Minimum Charge for a trustee's sale guarantee shall be \$200.

An endorsement to a trustee's sale guarantee bringing the effective date current and reflecting changes in the public record within 6 months of the effective date shall bear a charge of \$50. For date downs changing an effective date to cover a period over 6 months and up to 18 months after such effective date, the Charge for such endorsement shall be \$120. For each 6-month period thereafter the Charge shall be an additional \$50.

A trustee's sale guarantee may be converted to a policy.

#### **a) Charge for Standard Coverage Owner's Policy to Assured**

The Charge for a Standard Coverage Owner's policy issued in favor of the assured when the assured acquires title from the trustee's deed is 20% of the Basic Schedule of Charges.

#### **b) Charge for Extended Coverage Owner's Policy to Assured**

The Charge for an Extended Coverage Owner's policy issued in favor of the assured when the assured acquires title from the trustee's deed is 45% of the Basic Schedule of Charges.

#### **c) Charge for Standard Coverage Owner's Policy to Buyer**

The Charge for a Standard Coverage Owner's policy issued to a buyer from a trustee's deed or deed in lieu of foreclosure under a trustee's sale guarantee is 60% of the Basic Schedule of Charges with a Minimum Charge of \$200.

d) Charge for Standard Coverage Owner's Policy from a Government or Mortgage Insurance Sale

The Charge for a Standard Coverage Owner's policy issued to a buyer from a trustee's deed or deed in lieu of foreclosure under a governmental or private Mortgage insurance foreclosure is 60% of the Basic Schedule of Charges with a Minimum Charge of \$300. The owner's policy must be issued within 12 months from the trustee's deed of deed in lieu of foreclosure in order to qualify for this discounted rate.

**2. Litigation Guarantee**

The Charge for the litigation guarantee shall be 100% of the Basic Schedule of Charges with a Minimum Charge of \$200.

**3. Environmental Recorded Document Guarantees**

The Minimum Charge for Environmental Recorded Document Certificates shall be \$500 for \$10,000 coverage. In addition to said Charge, an additional work charge of \$75 per hour shall be charged for cases where the amount of work is disproportionate to the Basic Charge and liability assumed.

**4. Other Guarantees**

The Charge for guarantees utilizing the Stewart Guarantee, to include Chain of Title Guarantee, Mechanic Lien Guarantee, Judgment & Tax Lien Guarantee, Personal Property Encumbrance Guarantee, Lot Book Guarantee, Property Search Guarantee, Subdivision Guarantee, Combination Guarantee, Plant Information Guarantee, Mining Claim Guarantee, Recorder's Index Guarantee, Planning Commission Notice Guarantee, and Patent Mineral Reservation Guarantee shall be not less than \$90 for a limited search of the public records of subdivided lands or sectional lands where the policy issuing agent has a prior title insurance policy, or \$130 for a search of sectional lands and mining claims. Additional parcel searching Charges shall be made at the Charge of \$45 for each additional parcel. A \$25 fee will be Charged for any judgment tax lien search. The guarantees contemplated herein shall be deemed to include within the minimum fees referred to in this section \$1,000 of liability. If the liability for such guaranty is greater than \$1,000, the Charge shall be computed at 50% of the Basic Schedule of Charges.

The guarantees contemplated by this sub-section 4 involve a limited search of the public records and generally for specific types of interests.

**5. Modification Guarantee**

The Charge for the Modification Guarantee shall be \$150.00. The Charge for each continuation or down date shall be \$25.00. The Charge shall not include any Charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.

The Modification Guarantee may be issued in connection with a modification of a mortgage or deed of trust covering one-to-four residential real property only if the order, applicable legal description or address, and names of parties to the modification for issuance are placed and communications sent electronically through websites or other electronic communications to locations explicitly designated by Stewart for placement of orders for the Modification Guarantee. The Modification Guarantee may be modified and extended by one or more continuations or date downs.

## J. MISCELLANEOUS

### 1. HUD Resale Binder

The charge for the HUD binder or endorsement shall be 75% of the basic schedule of charges.

### 2. Reissue Charges, Credits, and Additional Fees

- a. When an owner and/or lender has been insured within the specified period, a reissue charge is available as follows:

Owner's Policy: Within 2 years following the issuance of an owner's policy by another title insurer or Stewart, a reissue Charge of 75% of the Basic Schedule of Charges shall be given. New insurance above the amount of insurance shown in such prior policy shall be charged at the Basic Schedule of Charges herein between such prior amount of insurance and the new requested amount of insurance. Where an insured is disposing of only a portion of the Land insured under such prior policy, the amount of insurance under the prior policy shall be apportioned pro-rata to the smaller tract. If the new policy amount exceeds the pro-rata portion of the prior policy, a Charge for the difference between the prior policy and the new policy must be made. The applicable additional Charges for such increased coverages shall be calculated based on the Basic Schedule of Charges. Such Charges may be given each time the insurance is sought, notwithstanding the fact that a previous transaction qualified for this or a similar Charge.

Loan Policy: Within 6 years following the issuance of a prior loan policy a new policy shall be issued at 50% of the Basic Schedule of Charges up to the prior policy amount. If the new policy amount exceeds the prior loan policy amount, a Charge for the difference between the old policy and the new policy must be made. The applicable additional Charge for such increased coverage shall be calculated based on the Basic Schedule of Charges. Such Charge may be given each time that insurance is sought notwithstanding the fact that the previous transaction qualified for this or a similar charge.

Owner's Policy to Loan Policy: Within 6 years of an owner's policy, where the borrower is the insured owner, a loan policy shall be issued at 50% of the Basic Schedule of Charges herein of the portion of the charge equivalent to a Standard Coverage loan policy, with no reduction or credit available for any Extended Coverage charges applicable as otherwise provided for herein, and further provided that the new loan does not exceed the amount of such owner's policy. If the new loan exceeds the owner's policy, then a charge for the amount in excess of the owner's policy amount shall be calculated based on Section E.1(b) herein.

- b. When a guarantee has been issued within two years of the new policy date, a reissue credit of 25% of the Basic Schedule of Charges is available.
- c. When a transaction is contemplated that has a liability that exceeds the single risk retention limit of Stewart as may be established from time to time, the issuing office shall charge the cost of reinsurance that is i) required by a proposed insured at a lower limit than that established by Stewart or by statute, ii) in excess of \$0.35 per thousand, iii) all of the above.



### **3. Charges for Forms and Services Not Scheduled Herein**

Charges for title forms and escrow services of Stewart may be requested which are not described in this manual of Charges. In such instances, a charge will be made which, in the opinion of Stewart, appears to be consistent with the general pattern of pricing provided herein.

In certain instances, due to unusual requirements in the financing or development of major projects and/or nationwide accounts, it may be necessary to enter into agreements or contracts as to the various services to be rendered and the charges to be made thereon. All such requests must be submitted in full detail, for consideration, to Stewart. This is necessary in order to maintain uniformity on projects of a similar nature and to offer prices which are consistent with established insurance charges. Any submission shall be made to the home office in Houston, Texas.

### **4. Waiver of Rights of Subrogation**

Waiver of rights of subrogation against a present or former owner or insuring such rights as may be transferred through a quit claim deed shall be subject to a Surcharge of 75% of the Basic Schedule of Charges. This sub-paragraph shall not be interpreted to include deeds from personal representatives, governmental entities or similar type conveyances.

### **5. Multiple Issuance of Policies with Tie-In Endorsement**

An Office, Agent or Approved Attorney, if requested, and upon satisfaction of the underwriting standards of Stewart may issue as part of a single transaction a single policy covering all lands that are included in the transaction, regardless of the county, number of counties, state, number of states, country or number of countries where such lands are located or issue multiple policies with the premium allocated among the parcels, provided that all such policies contain an endorsement that ties all such policies, regardless of location, together as a single issuance.

For the purpose of calculating the Charge for transactions involving multiple parcels issued by multiple offices, agents or approved attorneys, regardless of the location that are part of a single transaction, the Charge shall be calculated based upon the pro-rata portion of the total liability and upon the Basic Schedule of Charges to which shall be added the applicable additional chains of title found in Section B.2.

### **6. Policy Re-Write and/or Re-Organization of Loan**

Upon the payment of 30% of the Basic Schedule of Charges, unless otherwise specifically provided for elsewhere herein, any policy written within the preceding 10 years may be re-written at a later date with a current date of policy upon satisfaction of Stewart's underwriting requirements. Included within this provision without limiting its scope would be such circumstances as extending an owner's policy issued when a contract of sale was entered into and later extended to date of recordation of a fulfillment deed upon such contract or the insured lender re-writing an existing loan with the same borrower upon different terms, or a lender agreeing to add additional land as collateral and release other lands. Applicable Charges for additional chains of title found in Section B.2. shall be charged for additional parcels as applicable.

### **K. CLOSING PROTECTION LETTERS**

The Charge for a Closing Protection Letter ("CPL") shall be \$25 per transaction. The entire amount of the CPL rate, fee or Charge shall be remitted to Stewart for the additional risk it assumes when providing closing protection coverage. In the event of a second mortgage by a lender other than the primary lender, an additional \$25 shall be charged for and remitted to Stewart.

A CPL is available to the proposed insured parties of the transaction in which a title insurance policy or title insurance policies will be issued by or on behalf of Stewart. This protection is apart and separate from the coverage provided under the title insurance policy. The election for a CPL must be made prior to or at the time of closing. The closing protection is available to the lender(s), buyer(s), or borrower(s) in connection with the real property transaction giving rise to the issuance of the CPL. A rate shall be charged for each transaction that includes closing protection coverage and shall not be subject to any agreement requiring a division of rates or premiums collected on behalf of Stewart.

## L. ENDORSEMENTS

The Charges noted in this section are minimum; all Charges for inspections, additional searching and examinations, processing, and additional risk incurred shall be at such Charges as is determined by the policy issuing office, agent or approved attorney.

Endorsements that clarify or add definition to the existing coverage without incurring additional coverage, waiving defenses without incurring additional liability and similar types of endorsement shall be added at no additional charge.

In no event shall the Charges shown supersede the amounts shown elsewhere herein for Extended Coverage Policies.

Whenever multiple forms of endorsements are being issued where similar coverages exist or where the underwriting review is similar, the policy issuing agent, may make a single Charge for such group of endorsements with the Charge being equal to the endorsement with the highest Charge. Included within the meaning of this provision are circumstances where an insured lender may require a general endorsement and then specific assurances with regard to the same matters, an owner requiring Extended Coverage and specific assurances with regard to the survey, and similar circumstances.

Special or corrective endorsements based upon filed endorsements may also be issued. Additional endorsements for special or unusual risks that are requested by the insured and acceptable to Stewart may be issued and charged for at a price agreed upon by Stewart and the insured.

NOTE: The endorsement form used should be the most current ALTA form. Refer to Virtual Underwriter for the current forms. ([www.vuwriter.com](http://www.vuwriter.com))

NOTE: "BSC" refers to Basic Schedule of Charges

### ALTA Endorsement Listing

ALTA Series	Description	Charge
1	Street Assessments	10% of BSC; \$15 min; \$100 max
3	Zoning	10% of BSC; \$100 min; \$1,000 max
3.1	Zoning-Completed Structure	10% of BSC; \$150 min; \$1,500 max
3.2	Zoning-Land Under Development	15% of BSC; \$150 min; \$1,500 max
3.3	Zoning-Completed Improvement	10% of BSC; \$150 min; \$1,500 max
3.4	No Zoning-Classification	10% of BSC; \$150 min; \$1,500 max
4	Condominium	\$35 resid; \$100 comm
4.1	Condominium	\$35 resid; \$100 comm
5	Planned Unit Development	\$35 resid; \$50 comm
5.1	Planned Unit Development	\$35 resid; \$50 comm
6	Variable Rate Mortgage	\$25
6.2	Variable Rate Mortgage-Negative Amortization	\$25
7	Manufactured Housing Unit	\$40
7.1	Manufactured Housing Unit-Conversion; Loan	\$40
7.2	Manufactured Housing Unit-Conversion; Owner	\$40
8.1	Environmental Protection Lien	\$10

ALTA Series	Description	Charge
8.2	Commercial Environmental Protection Lien	\$50
9	Restrictions, Encroachments, Minerals	\$30 1-4 family; \$75 comm
9.1	Restrictions, Encroachments, Minerals – Unimproved Land-Owners Policy	\$150
9.2	Covenants Conditions Restrictions – Improved Land-Owners Policy	10% of BSC, \$500 max
9.3	Covenants Conditions Restrictions – Loan Policy	\$30 resid; \$50 comm
9.6	Private Rights – Loan Policy	15% of BSC, \$2,000 max
9.6.1	Private Rights Current Assessments – Loan Policy	15% of BSC, \$2,000 max
9.7	Restrictions, Encroachments, Minerals-Land Under Development-Loan Policy	15% of BSC; \$300 min, \$2,000 max
9.8	Covenants Conditions and Restrictions-Land Under Development-Owner's Policy	15% of BSC, \$2,000 max
9.9	Owner, Private Rights	20% of BSC; \$500 min, \$2,000 max
9.10	Restrictions, Encroachments, Minerals – Current	10% of BSC; \$100 min, \$500 max
10	Assignment	No charge if issued within 6 months from date of the policy; \$25 if issued within one year of policy date; and 10% of BSC thereafter; \$40 min
10.1	Assignment & Date Down	10% of BSC, \$35 min
11	Mortgage Modification: Rate based on remaining principal owing at date of modification	10% of BSC; \$40 min
11.1	Mortgage Modification with Subordination	10% of BSC; \$40 min
11.2	Mortgage Modification with additional amount	10% of BSC, plus the charge for additional liability, \$50 min
12	Aggregation – Loan Policy	\$75
12.1	Aggregation – State Limits – Loan Policy	10% of BSC; \$40 min, \$200 max
13	Leasehold-Owner's Policy	No charge
13.1	Leasehold-Loan Policy	No charge
14	Future Advance-Priority (with and without MML)	resid \$25; comm 5% of BSC; \$100
14.1	Future Advance-Knowledge (with and without MML)	resid \$25; comm 5% of BSC; \$100
14.2	Future Advance-Letter of Credit (with and without MML)	5% of BSC; \$50 min, \$500 max
14.3	Future Advance-Reverse Mortgage (with and without	\$50
15	Nonimputation-Full Equity Transfer	10% of BSC; \$50 min, \$1,500 max
15.1	Nonimputation-Additional Insured	10% of BSC; \$50 min, \$1,500 max
15.2	Nonimputation-Partial Equity Transfer	10% of BSC; \$50 min, \$1,500 max
16	Mezzanine Financing	10% of BSC
17	Access and Entry	\$200
17.1	Indirect Access and Entry	\$225
17.2	Utility Access	\$100 for improved property; 10% of
18	Single Tax Parcel	\$50
18.1	Multiple Tax Parcel – Easements	\$50
18.2	Multiple Tax Parcel	\$50
18.3	Single Tax Parcel and ID	\$50
19	Contiguity-Multiple Parcels	5% of BSC; \$500 max

ALTA Series	Description	Charge
19.1	Contiguity-Single Parcel	5% of BSC; \$500 max
19.2	Contiguity—Specified Parcels	5% of BSC; \$500 max
20	First Loss-Multiple Parcel Transactions	5% of BSC; \$1,500 max
22	Location	\$100 owners; lenders no charge if
22.1	Location and Map	\$100 owners; lenders no charge if
23	Co-Insurance—Single Policy	No charge
23.1	Co-Insurance—Multiple Policies	No charge
24	Doing Business	\$50
25	Same As Survey	10% of BSC; \$1,000 max
25.1	Same as Portion of Survey	10% of BSC; \$1,000 max
26	Subdivision	\$50
28	Easement-Damage or Enforced Removal	10% of BSC; \$2,000 max
28.1	Encroachments – Boundaries and Easements, Owner	15% of BSC; \$2,000 max
28.1	Encroachments – Boundaries and Easements, Loan	10% of BSC; \$2,000 max
28.2	Encroachments – Boundaries and Easements – Described Improvements, Owner	10% of BSC; \$2,000 max
28.3	Encroachments – Boundaries and Easements, Described Improvements, Land Under Development	15% of BSC; \$2,000 max
29	Interest Rate Swap Endorsement-Direct Obligation	\$300
29.1	Interest Rate Swap Endorsement-Additional Interest	\$300
29.2	Interest Rate Swap Endorsement-Direct Obligation-Defined Amount	\$300 plus increased charge for liability increase
29.3	Interest Rate Swap Endorsement-Additional Interest – Defined Amount	\$300 plus increased charge for liability increase
30	One To Four Family Shared Appreciation Mortgage	\$25
30.1	Loan Commercial Participation—Loan Policy	50% of BSC for the additional insurance
31	Severable Improvements	\$275
32	Construction Loan – Loss of Priority	\$75
32.1	Construction Loan – Loss of Priority – Direct Payment	\$75
32.2	Construction Loan – Direct Payment Insured	\$50
33	Disbursement	\$100
34	Identified Risk Coverage	10% to 40% of BSC, depending on Underwriter's assessment of risk
35	Minerals and Other Subsurface Substances – Buildings	10% of BSC, \$30 min resid; \$100 min comm; \$1,500 max
35.1	Minerals and Other Subsurface Substances – Improvements	10% of BSC, \$30 min resid; \$100 min comm; \$1,500 max for
35.2	Minerals and Other Subsurface Substances – Described Improvements	10% of BSC, \$30 min resid; \$100 min comm; \$1,500 max for
35.3	Minerals and Other Subsurface Substances – Land Under Development	10% of BSC, \$30 min resid; \$100 min comm; \$2,000 max for
36	Energy Project – Leasehold/Easement – Owner's	\$200
36.1	Energy Project – Leasehold/Easement – Loan	\$200
36.2	Energy Project – Leasehold – Owner's	\$200
36.3	Energy Project – Leasehold – Loan	\$200
36.4	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner's	10% of BSC; \$2,000 max
36.5	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan	10% of BSC; \$2,000 max
36.6	Energy Project – Encroachments	15% of BSC; \$2,000 max
36.7	Energy Project – Fee Estate – Owner's Policy	15% of BSC; \$2,000 max
36.8	Energy Project – Fee Estate – Loan Policy	15% of BSC; \$2,000 max
37	Assignment of Rents and Leases	10% of BSC on standard policy; \$35 resid, \$75 comm on extended
38	Mortgage Tax	N/A

ALTA Series	Description	Charge
39	Policy Authentication	No charge
40	Tax Credit – Owner’s Policy	\$75 not available for lender
40.1	Tax Credit Defined Amount – Owner’s Policy	\$75 plus increased charge based on tax credit valuation amount
41	Owner, Water – Buildings	10% of BSC; \$100 min, \$1,000 max
41	Loan, Water – Buildings	10% of BSC; \$100 min, \$1,000 max
41.1	Owner, Water – Improvements	10% of BSC; \$100 min, \$1,000 max
41.1	Loan, Water – Improvements	10% of BSC; \$100 min, \$1,000 max
41.2	Owner, Water – Described Improvements	10% of BSC; \$100 min, \$1,000 max
41.2	Loan, Water – Described Improvements	10% of BSC; \$100 min, \$1,000 max
41.3	Owner, Water – Land Under Development	10% of BSC; \$100 min, \$1,000 max
41.3	Loan, Water – Land Under Development	10% of BSC; \$100 min, \$1,000 max
42	Commercial Lender Group	\$100
43	Anti-Taint	\$35
44	Insured Mortgage Recording	\$50
45	Pari Passu Mortgage Loan Policy	5% of BSC; \$40 min, \$200 max
46	Option	10% of BSC
	ALTA Limited Pre-Foreclosure Date-Down Endorsement	\$0.10 per thousand
	JR 1 Endorsement	\$5 if within 6 months of policy date;
	JR2 (Future Advance) Endorsement	\$5 if within 6 months of policy date;

### STG Endorsement Listing

Description	Charge
STG Deletion of Arbitration Clause in Loan Policy Endorsement 1	No charge
STG Down Date 1	\$350 if issued within 3 years of policy; \$500 if within 5 years
STG Patent Endorsement 1	10% of BSC
STG Limited Liability Date Down	5% of BSC

### CLTA Endorsement Listing

CLTA Series	Description	Charge
100	Lenders Comprehensive (Same as ALTA 9)	Same as ALTA 9
100.4	Present Violation of CC&R	10% of BSC, \$10 min resid, \$100 min comm; \$1,500 max
100.5	Present Violation of CC&R	20% of BSC, \$20 min resid, \$100 min comm; \$1,500 max
100.6	Present & Future Violation of CC&R	20% of BSC, \$20 min resid, \$100 min comm; \$1,500 max
100.7	Enforcement of Covenants Based Upon Prior Violation of Specific Covenant	10% of BSC, \$10 min resid, \$50 min comm;
100.8	Present & Future Violation of CC&R	20% of BSC, \$20 min resid, \$100 min comm; \$1,500 max
100.9	Restrictions, Encroachments, Minerals – Unimproved Land (same as ALTA 9.1)	Same as ALTA 9.1
100.10	Restrictions, Encroachments, Minerals – Improved Land (same as ALTA 9.2)	Same as ALTA 9.2
100.12	Enforceability of Reverter Rights in CC&R	10% of BSC, \$10 min resid, \$50 min comm;
100.13	Priority of Lien over Assessments	10% of BSC, \$10 min resid, \$50 min comm;
100.17	Modification of CC&R	10% of BSC, \$100 min; \$1,500 max

CLTA Series	Description	Charge
100.18	Exercise of Reverter Rights in CC&R and Unmarketability of Title	10% of BSC, \$100 min; \$1,500 max
100.19	No Present Violation of Covenants, Conditions and Restrictions (Same as ALTA 9.3)	Same as ALTA 9.3
100.20	Present Violation of CC&R	10% of BSC, \$100 min; \$1,500 max
100.21	Approval of Construction Plans and Specifications	10% of BSC, \$100 min; \$1,500 max
100.27	Violation of CC&R	20% of BSC, \$20 min resid, \$100 min comm; \$1,500 max
100.28	Violation of CC&R by Future Construction	20% of BSC, \$20 min resid, \$100 min comm; \$1,500 max
100.29	Development of Minerals (Same as ALTA 35)	Same as ATLA 35
101	Mechanics' Lien Gaining Priority over Insured Mortgage	No charge for this endorsement on a lender's policy not issued in connection with a construction loan. No charge for this endorsement on a lender's policy issued in connection with a construction loan provided that the Insured Mortgage is recorded prior to the Commencement of Construction. The charge for this endorsement is 0% - 40% of BSC, as determined by Underwriter, for a lender's policy issued in connection with a construction loan if the lien is recorded after the Commencement of Construction.
101.4	Mechanics' Lien	\$3.50 per thousand
101.8	Mechanics' Lien	20% of BSC, \$100 min
102.4	Foundations – No Violation, No Encroachment by Improvements	\$20 resid; \$50 comm where Insured furnishes foundation survey or 10% of BSC otherwise, \$500 max
102.5	Foundations – No Violation, No Encroachments onto Easements or Adjoining Land	\$30 resid; \$100 comm where Insured furnishes foundation survey or 10% of BSC otherwise, \$500 max
102.6	Foundations – Portion of Land Described in Policy	\$30 resid; \$100 comm
102.7	Foundations – Portion of Land Described in Policy	\$30 resid; \$100 comm
103.1	Damage to Easement (same as ALTA 28)	Same as ALTA 28
103.3	Enforced Removal of Improvements	Same as ALTA 28.1
103.4	Easement Providing Ingress and Egress	10% of BSC; \$500 max
103.5	Exercise of Surface Rights for Extraction of Water	Same as ALTA 41
103.6	Easement Encroachment	10% of BSC, \$50 min for comm
103.7	Land Abuts Physically Open Street	Same as ALTA 17
103.8	Damage of Improvements Resulting from Water Rights	\$100
103.9	Maintenance of Street Access	20% of BSC
103.10	Use of Surface of Land	20% of BSC
103.11	Access and Entry (Same as ALTA 17)	Same as ALTA 17
104	Assignment	Same as ALTA 10

CLTA Series	Description	Charge
104.1	Assignment – Institutional Lender	No charge if issued within 6 months from date of the policy; \$25 if issued within one year of policy date; and 10% of BSC thereafter; \$40 min
104.4	Collateral Assignment	20% of BSC if issued at date of policy; 30% of BSC if issued any time after date of policy; \$50 min
104.6	Assignment – Lessor’s Interest (Same as ALTA 37)	Same as ALTA 37
104.7	Assignment of Rents	10% of BSC on a Standard Coverage policy or \$50 resid and \$100 comm when issued on an Extended Coverage Policy
104.8	Assignment – Non-Institutional Lender	No charge if issued within 6 months from date of the policy; \$25 thereafter
104.9	Assignment – Non-Institutional Lender	No charge if issued within 6 months from date of the policy; \$25 thereafter
105	Modification of Policy to Insure Two Liens on One Policy	No charge
107.1	Allocation of Liability	No charge
107.2	Increase of Coverage	\$25 plus the applicable per thousand charge for the increased coverage
107.5	Value of Lessee’s Interest	No charge
107.9	Additional Insured	\$25
107.10	Additional Insured	\$25
107.11	Non-Merger	No charge if issued within 6 months from date of the policy;
108.8	Additional Advance	Same as ALTA 11.2
108.10	Revolving Credit, Increased Credit Limit	20% of BSC, \$35 min plus increased liability above the original policy
110.1	Deletion of Exception	No charge
110.3	Relinquishment of Surface Rights	20% of BSC, \$20 min for resid or \$100 min for comm
110.4	Modification	Same as ALTA 11
110.5	Modification	10% of BSC, \$75 min
110.6	Modification	20% of BSC, \$35 min
110.7	Enforcement of Specific Lien	No charge
110.9	Environmental Protection Lien (same as ALTA 8.1)	Same as ALTA 8.1
110.10	Modification and Additional Advance Agreement	Same as ALTA 11.2
111	Loss of Priority by Partial Reconveyance	20% of BSC, \$50 min
111.1	Partial Reconveyance	No charge if issued at time of policy; \$40 thereafter
111.2	Impairment of Lien by Subordination Agreement	No charge if issued at time of policy; 10% of BSC thereafter
111.3	Impairment of Lien by Partial Reconveyance and Assurances Concerning Encroachments	10% of BSC
111.4	Trustor’s Conveyance	\$25
111.5	Variable Rate Mortgage (same as ALTA 6)	Same as ATLA 6
111.7	Variable Rate Mortgage	\$25

CLTA Series	Description	Charge
111.8	Variable Rate Mortgage – Negative Amortization (same as ALTA 6.2)	Same as ALTA 6.2
111.9	FNMA Balloon Mortgage	\$25
111.14	Future Advance – Priority (same as ALTA 14)	Same as ALTA 14
111.14.1	Future Advance – Knowledge (same as ALTA 14.1)	Same as ALTA 14.1
111.14.2	Future Advance – Letter of Credit (same as ALTA 14.2)	Same as ALTA 14.2
115	Condominium Compliance with Statute	\$15
115.1	Condominium (same as ALTA 4)	Same as ALTA 4
115.2	Planned Unit Development (same as ALTA 5)	Same as ALTA 5
116	Location of Land, Designation of Improvements	Lenders – no charge if issued concurrently with policy and no inspection; otherwise \$25; Owner's
116.1	Property Description Same as Survey (same as ALTA 25)	Same as ALTA 25
116.2	Exterior Boundary of Condominium	\$10
116.3	Description Changed by Recording of New Map	5% of BSC, \$100 min
116.4	Contiguity (same as ALTA 19.1)	Same as ALTA 19.1
116.4.1	Contiguity-Multiple Parcels (Same as ALTA 19)	Same as ALTA 19
116.5	Manufactured Housing Unit (same as ALTA 7)	Same as ALTA 7
122	Obligatory Advance with deletion of Paragraph 6	Same as ALTA 33
123.1	Zoning (same as ALTA 3)	Same as ALTA 3
123.2	Zoning-Completed Structure (same as ALTA 3.1)	Same as ALTA 3.1
125	WITHDRAWN	
127	Non-imputation – Full Equity Transfer (same as ALTA 15)	Same as ALTA 15
127.1	Nonimputation-Additional Insured (same as ALTA 15.1)	Same as ALTA 15.1
127.2	Nonimputation-Partial Equity Transfer (same as ALTA 15.2)	Same as ALTA 15.2
128	Mezzanine Financing ( Same as ALTA 16)	Same as ALTA 16
129	Single Tax Parcel (same as ALTA 18)	Same as ALTA 18
129.1	Multiple Tax Parcel (same as ALTA 18.1)	Same as ALTA 18.1
ILTA 150	Mortgages of Indian Lands	\$100
	Date Down Guarantee	\$40



**APPENDIX "A"**  
Idaho Basic Schedule of Charges

Liability	Charge								
10,000.00	215.00	510,000.00	1,840.00	1,200,000.00	3,450.00	6,300,000.00	12,610.00	11,400,000.00	18,660.00
20,000.00	281.00	520,000.00	1,864.00	1,300,000.00	3,650.00	6,400,000.00	12,730.00	11,500,000.00	18,775.00
30,000.00	347.00	530,000.00	1,889.00	1,400,000.00	3,850.00	6,500,000.00	12,850.00	11,600,000.00	18,890.00
40,000.00	408.00	540,000.00	1,914.00	1,500,000.00	4,050.00	6,600,000.00	12,970.00	11,700,000.00	19,005.00
50,000.00	468.00	550,000.00	1,938.00	1,600,000.00	4,250.00	6,700,000.00	13,090.00	11,800,000.00	19,120.00
60,000.00	507.00	560,000.00	1,963.00	1,700,000.00	4,450.00	6,800,000.00	13,210.00	11,900,000.00	19,235.00
70,000.00	545.00	570,000.00	1,988.00	1,800,000.00	4,650.00	6,900,000.00	13,330.00	12,000,000.00	19,350.00
80,000.00	584.00	580,000.00	2,013.00	1,900,000.00	4,850.00	7,000,000.00	13,450.00	12,100,000.00	19,465.00
90,000.00	622.00	590,000.00	2,037.00	2,000,000.00	5,050.00	7,100,000.00	13,570.00	12,200,000.00	19,580.00
100,000.00	661.00	600,000.00	2,062.00	2,100,000.00	5,250.00	7,200,000.00	13,690.00	12,300,000.00	19,695.00
110,000.00	694.00	610,000.00	2,087.00	2,200,000.00	5,450.00	7,300,000.00	13,810.00	12,400,000.00	19,810.00
120,000.00	727.00	620,000.00	2,111.00	2,300,000.00	5,650.00	7,400,000.00	13,930.00	12,500,000.00	19,925.00
130,000.00	760.00	630,000.00	2,136.00	2,400,000.00	5,850.00	7,500,000.00	14,050.00	12,600,000.00	20,040.00
140,000.00	793.00	640,000.00	2,161.00	2,500,000.00	6,050.00	7,600,000.00	14,170.00	12,700,000.00	20,155.00
150,000.00	826.00	650,000.00	2,185.00	2,600,000.00	6,250.00	7,700,000.00	14,290.00	12,800,000.00	20,270.00
160,000.00	859.00	660,000.00	2,210.00	2,700,000.00	6,450.00	7,800,000.00	14,410.00	12,900,000.00	20,385.00
170,000.00	892.00	670,000.00	2,235.00	2,800,000.00	6,650.00	7,900,000.00	14,530.00	13,000,000.00	20,500.00
180,000.00	925.00	680,000.00	2,260.00	2,900,000.00	6,850.00	8,000,000.00	14,650.00	13,100,000.00	20,615.00
190,000.00	958.00	690,000.00	2,284.00	3,000,000.00	7,050.00	8,100,000.00	14,770.00	13,200,000.00	20,730.00
200,000.00	991.00	700,000.00	2,309.00	3,100,000.00	7,250.00	8,200,000.00	14,890.00	13,300,000.00	20,845.00
210,000.00	1,024.00	710,000.00	2,334.00	3,200,000.00	7,450.00	8,300,000.00	15,010.00	13,400,000.00	20,960.00
220,000.00	1,057.00	720,000.00	2,358.00	3,300,000.00	7,650.00	8,400,000.00	15,130.00	13,500,000.00	21,075.00
230,000.00	1,090.00	730,000.00	2,383.00	3,400,000.00	7,850.00	8,500,000.00	15,250.00	13,600,000.00	21,190.00
240,000.00	1,123.00	740,000.00	2,408.00	3,500,000.00	8,050.00	8,600,000.00	15,370.00	13,700,000.00	21,305.00
250,000.00	1,156.00	750,000.00	2,432.00	3,600,000.00	8,250.00	8,700,000.00	15,490.00	13,800,000.00	21,420.00
260,000.00	1,189.00	760,000.00	2,457.00	3,700,000.00	8,450.00	8,800,000.00	15,610.00	13,900,000.00	21,535.00
270,000.00	1,222.00	770,000.00	2,482.00	3,800,000.00	8,650.00	8,900,000.00	15,730.00	14,000,000.00	21,650.00
280,000.00	1,255.00	780,000.00	2,507.00	3,900,000.00	8,850.00	9,000,000.00	15,850.00	14,100,000.00	21,765.00
290,000.00	1,288.00	790,000.00	2,531.00	4,000,000.00	9,050.00	9,100,000.00	15,970.00	14,200,000.00	21,880.00
300,000.00	1,321.00	800,000.00	2,556.00	4,100,000.00	9,250.00	9,200,000.00	16,090.00	14,300,000.00	21,995.00
310,000.00	1,346.00	810,000.00	2,581.00	4,200,000.00	9,450.00	9,300,000.00	16,210.00	14,400,000.00	22,110.00
320,000.00	1,370.00	820,000.00	2,605.00	4,300,000.00	9,650.00	9,400,000.00	16,330.00	14,500,000.00	22,225.00
330,000.00	1,395.00	830,000.00	2,630.00	4,400,000.00	9,850.00	9,500,000.00	16,450.00	14,600,000.00	22,340.00
340,000.00	1,420.00	840,000.00	2,655.00	4,500,000.00	10,050.00	9,600,000.00	16,570.00	14,700,000.00	22,455.00
350,000.00	1,444.00	850,000.00	2,679.00	4,600,000.00	10,250.00	9,700,000.00	16,690.00	14,800,000.00	22,570.00
360,000.00	1,469.00	860,000.00	2,704.00	4,700,000.00	10,450.00	9,800,000.00	16,810.00	14,900,000.00	22,685.00
370,000.00	1,494.00	870,000.00	2,729.00	4,800,000.00	10,650.00	9,900,000.00	16,930.00	15,000,000.00	22,800.00
380,000.00	1,519.00	880,000.00	2,754.00	4,900,000.00	10,850.00	10,000,000.00	17,050.00	15,100,000.00	22,915.00
390,000.00	1,543.00	890,000.00	2,778.00	5,000,000.00	11,050.00	10,100,000.00	17,165.00	15,200,000.00	23,030.00
400,000.00	1,568.00	900,000.00	2,803.00	5,100,000.00	11,170.00	10,200,000.00	17,280.00	15,300,000.00	23,145.00
410,000.00	1,593.00	910,000.00	2,828.00	5,200,000.00	11,290.00	10,300,000.00	17,395.00	15,400,000.00	23,260.00
420,000.00	1,617.00	920,000.00	2,852.00	5,300,000.00	11,410.00	10,400,000.00	17,510.00	15,500,000.00	23,375.00
430,000.00	1,642.00	930,000.00	2,877.00	5,400,000.00	11,530.00	10,500,000.00	17,625.00	15,600,000.00	23,490.00
440,000.00	1,667.00	940,000.00	2,902.00	5,500,000.00	11,650.00	10,600,000.00	17,740.00	15,700,000.00	23,605.00
450,000.00	1,691.00	950,000.00	2,926.00	5,600,000.00	11,770.00	10,700,000.00	17,855.00	15,800,000.00	23,720.00
460,000.00	1,716.00	960,000.00	2,951.00	5,700,000.00	11,890.00	10,800,000.00	17,970.00	15,900,000.00	23,835.00
470,000.00	1,741.00	970,000.00	2,976.00	5,800,000.00	12,010.00	10,900,000.00	18,085.00	16,000,000.00	23,950.00
480,000.00	1,766.00	980,000.00	3,001.00	5,900,000.00	12,130.00	11,000,000.00	18,200.00	16,100,000.00	24,065.00
490,000.00	1,790.00	990,000.00	3,025.00	6,000,000.00	12,250.00	11,100,000.00	18,315.00	16,200,000.00	24,180.00
500,000.00	1,815.00	1,000,000.00	3,050.00	6,100,000.00	12,370.00	11,200,000.00	18,430.00	16,300,000.00	24,295.00
		1,100,000.00	3,250.00	6,200,000.00	12,490.00	11,300,000.00	18,545.00	16,400,000.00	24,410.00

16,500,000.00	24,525.00	21,900,000.00	30,735.00	27,300,000.00	36,945.00	32,700,000.00	43,155.00	38,100,000.00	49,365.00
16,600,000.00	24,640.00	22,000,000.00	30,850.00	27,400,000.00	37,060.00	32,800,000.00	43,270.00	38,200,000.00	49,480.00
16,700,000.00	24,755.00	22,100,000.00	30,965.00	27,500,000.00	37,175.00	32,900,000.00	43,385.00	38,300,000.00	49,595.00
16,800,000.00	24,870.00	22,200,000.00	31,080.00	27,600,000.00	37,290.00	33,000,000.00	43,500.00	38,400,000.00	49,710.00
16,900,000.00	24,985.00	22,300,000.00	31,195.00	27,700,000.00	37,405.00	33,100,000.00	43,615.00	38,500,000.00	49,825.00
17,000,000.00	25,100.00	22,400,000.00	31,310.00	27,800,000.00	37,520.00	33,200,000.00	43,730.00	38,600,000.00	49,940.00
17,100,000.00	25,215.00	22,500,000.00	31,425.00	27,900,000.00	37,635.00	33,300,000.00	43,845.00	38,700,000.00	50,055.00
17,200,000.00	25,330.00	22,600,000.00	31,540.00	28,000,000.00	37,750.00	33,400,000.00	43,960.00	38,800,000.00	50,170.00
17,300,000.00	25,445.00	22,700,000.00	31,655.00	28,100,000.00	37,865.00	33,500,000.00	44,075.00	38,900,000.00	50,285.00
17,400,000.00	25,560.00	22,800,000.00	31,770.00	28,200,000.00	37,980.00	33,600,000.00	44,190.00	39,000,000.00	50,400.00
17,500,000.00	25,675.00	22,900,000.00	31,885.00	28,300,000.00	38,095.00	33,700,000.00	44,305.00	39,100,000.00	50,515.00
17,600,000.00	25,790.00	23,000,000.00	32,000.00	28,400,000.00	38,210.00	33,800,000.00	44,420.00	39,200,000.00	50,630.00
17,700,000.00	25,905.00	23,100,000.00	32,115.00	28,500,000.00	38,325.00	33,900,000.00	44,535.00	39,300,000.00	50,745.00
17,800,000.00	26,020.00	23,200,000.00	32,230.00	28,600,000.00	38,440.00	34,000,000.00	44,650.00	39,400,000.00	50,860.00
17,900,000.00	26,135.00	23,300,000.00	32,345.00	28,700,000.00	38,555.00	34,100,000.00	44,765.00	39,500,000.00	50,975.00
18,000,000.00	26,250.00	23,400,000.00	32,460.00	28,800,000.00	38,670.00	34,200,000.00	44,880.00	39,600,000.00	51,090.00
18,100,000.00	26,365.00	23,500,000.00	32,575.00	28,900,000.00	38,785.00	34,300,000.00	44,995.00	39,700,000.00	51,205.00
18,200,000.00	26,480.00	23,600,000.00	32,690.00	29,000,000.00	38,900.00	34,400,000.00	45,110.00	39,800,000.00	51,320.00
18,300,000.00	26,595.00	23,700,000.00	32,805.00	29,100,000.00	39,015.00	34,500,000.00	45,225.00	39,900,000.00	51,435.00
18,400,000.00	26,710.00	23,800,000.00	32,920.00	29,200,000.00	39,130.00	34,600,000.00	45,340.00	40,000,000.00	51,550.00
18,500,000.00	26,825.00	23,900,000.00	33,035.00	29,300,000.00	39,245.00	34,700,000.00	45,455.00		
18,600,000.00	26,940.00	24,000,000.00	33,150.00	29,400,000.00	39,360.00	34,800,000.00	45,570.00		
18,700,000.00	27,055.00	24,100,000.00	33,265.00	29,500,000.00	39,475.00	34,900,000.00	45,685.00		
18,800,000.00	27,170.00	24,200,000.00	33,380.00	29,600,000.00	39,590.00	35,000,000.00	45,800.00		
18,900,000.00	27,285.00	24,300,000.00	33,495.00	29,700,000.00	39,705.00	35,100,000.00	45,915.00		
19,000,000.00	27,400.00	24,400,000.00	33,610.00	29,800,000.00	39,820.00	35,200,000.00	46,030.00		
19,100,000.00	27,515.00	24,500,000.00	33,725.00	29,900,000.00	39,935.00	35,300,000.00	46,145.00		
19,200,000.00	27,630.00	24,600,000.00	33,840.00	30,000,000.00	40,050.00	35,400,000.00	46,260.00		
19,300,000.00	27,745.00	24,700,000.00	33,955.00	30,100,000.00	40,165.00	35,500,000.00	46,375.00		
19,400,000.00	27,860.00	24,800,000.00	34,070.00	30,200,000.00	40,280.00	35,600,000.00	46,490.00		
19,500,000.00	27,975.00	24,900,000.00	34,185.00	30,300,000.00	40,395.00	35,700,000.00	46,605.00		
19,600,000.00	28,090.00	25,000,000.00	34,300.00	30,400,000.00	40,510.00	35,800,000.00	46,720.00		
19,700,000.00	28,205.00	25,100,000.00	34,415.00	30,500,000.00	40,625.00	35,900,000.00	46,835.00		
19,800,000.00	28,320.00	25,200,000.00	34,530.00	30,600,000.00	40,740.00	36,000,000.00	46,950.00		
19,900,000.00	28,435.00	25,300,000.00	34,645.00	30,700,000.00	40,855.00	36,100,000.00	47,065.00		
20,000,000.00	28,550.00	25,400,000.00	34,760.00	30,800,000.00	40,970.00	36,200,000.00	47,180.00		
20,100,000.00	28,665.00	25,500,000.00	34,875.00	30,900,000.00	41,085.00	36,300,000.00	47,295.00		
20,200,000.00	28,780.00	25,600,000.00	34,990.00	31,000,000.00	41,200.00	36,400,000.00	47,410.00		
20,300,000.00	28,895.00	25,700,000.00	35,105.00	31,100,000.00	41,315.00	36,500,000.00	47,525.00		
20,400,000.00	29,010.00	25,800,000.00	35,220.00	31,200,000.00	41,430.00	36,600,000.00	47,640.00		
20,500,000.00	29,125.00	25,900,000.00	35,335.00	31,300,000.00	41,545.00	36,700,000.00	47,755.00		
20,600,000.00	29,240.00	26,000,000.00	35,450.00	31,400,000.00	41,660.00	36,800,000.00	47,870.00		
20,700,000.00	29,355.00	26,100,000.00	35,565.00	31,500,000.00	41,775.00	36,900,000.00	47,985.00		
20,800,000.00	29,470.00	26,200,000.00	35,680.00	31,600,000.00	41,890.00	37,000,000.00	48,100.00		
20,900,000.00	29,585.00	26,300,000.00	35,795.00	31,700,000.00	42,005.00	37,100,000.00	48,215.00		
21,000,000.00	29,700.00	26,400,000.00	35,910.00	31,800,000.00	42,120.00	37,200,000.00	48,330.00		
21,100,000.00	29,815.00	26,500,000.00	36,025.00	31,900,000.00	42,235.00	37,300,000.00	48,445.00		
21,200,000.00	29,930.00	26,600,000.00	36,140.00	32,000,000.00	42,350.00	37,400,000.00	48,560.00		
21,300,000.00	30,045.00	26,700,000.00	36,255.00	32,100,000.00	42,465.00	37,500,000.00	48,675.00		
21,400,000.00	30,160.00	26,800,000.00	36,370.00	32,200,000.00	42,580.00	37,600,000.00	48,790.00		
21,500,000.00	30,275.00	26,900,000.00	36,485.00	32,300,000.00	42,695.00	37,700,000.00	48,905.00		
21,600,000.00	30,390.00	27,000,000.00	36,600.00	32,400,000.00	42,810.00	37,800,000.00	49,020.00		
21,700,000.00	30,505.00	27,100,000.00	36,715.00	32,500,000.00	42,925.00	37,900,000.00	49,135.00		
21,800,000.00	30,620.00	27,200,000.00	36,830.00	32,600,000.00	43,040.00	38,000,000.00	49,250.00		

