

ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between Mesa County (“County”), Colorado and _____ (“Company”) with offices at _____.

Mesa County desires to offer recording of real property documents by electronically receiving and transmitting documents electronically in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The four levels of automation are as follows:

Level 1: Submitting organizations transmit scanned image copies of ink signed documents to the county. The county completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2: Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The county performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3: Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The county performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

Level 4: Submitting organizations transmit “Smart” documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is

endorsed electronically by the county and returned in Smart document format to the submitting organization.

Program Eligibility

Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the County and Company to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment. Companies electing not to participate will receive service at the same level prevailing at the outset of the program, though it is understood that by definition Electronic Recording is much faster than conventional recording methods.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

County Requirements

The Electronic Recording Program of Mesa County is defined by the requirements attached to this Memorandum of Understanding.

Attachment A: defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by County. Company agrees to provide the transmission to the County following the specifications outlined. Company understands that the specifications may change from time to time. In the event changes to the specification are required, the County will provide a written notice to the Company within a reasonable timeframe.

Attachment B: contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment. Company acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.

Attachment C: contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of nature or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from

transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures interfere with the normal course of business, the County will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied, with the choice to be at Company's cost and discretion.

Attachment D: provides the payment options supported for the Electronic Recording program. For the use of Escrow Accounts, this attachment defines the setup requirements and usage along with the reconciliation reporting provided to the Company for transactions processed through the Escrow Account.

Once a document is recorded in the county, the original recorded document resides in the County records electronically. The County will not provide a hard copy of the document without a statutory fee.

Attachment E: provides Mesa County's checklist for new eRecording submitters.

Attachment F: provides PRIA document codes and Mesa County abbreviations.

Company Responsibilities

Company acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents Company intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, Company intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, Company shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The Company and or its employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents

submitted through the Electronic Recording Program. **Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.**

Company is responsible for the costs of the system or services provided by a third party that enables Company to meet the Electronic Recording Program requirements.

Company agrees to comply with any changes in specifications that may occur. Compliance will begin within the time period specified in the notice of such changes that will be sent out by the County pursuant to the "County Requirements, Attachment A" section of this agreement.

General Understanding

The County will not incur any liability for the information electronically transmitted by the Company.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the County nor Company shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

The County and Company will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording prior to initiating litigation.

A document will be deemed to be accepted when it has been endorsed for recording and the applicable fees have been paid. We are not able to guarantee timing of recording. Electronically recorded documents are processed periodically throughout the day according to the MOU.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. All rights and obligations of the parties under this Agreement shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the company may have incurred or be subject to pursuant to this agreement.

The County and Company acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the County and Company will meet as needed to discuss changes and additions to the Memorandum of Understanding.

The terms of this agreement are governed by, and subject to any changes in, any applicable State or Federal laws, rules and regulations. If any provision of this

Attachment A
Technical Specifications
Format of the transmitted File

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

Communications Protocol and Options

TCP/IP

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

Returned File Format

PRIA file format standard will be used. Images will be in single page Group IV TIFF format.

Levels of Recording Supported

Levels 1, 2 and 3 are supported.

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates are supported, but not required. COMPANY must work with the COUNTY to accommodate their use.

Imaging Standards

Documents will be scanned at 200dpi or higher.

Documents will be scanned in portrait mode.

Document images will be captured as single page Group IV TIFF images

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Document font size must meet PRIA minimum standards.

Margins will consist of a minimum of 1" top margin and ½" side and bottom Margins. NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD. Colorado Revised Statutes 30-10-406(3)(a).

Attachment B
Documents and Indexing Specifications
Eligible Document Types

All document types and sizes* will be acceptable, with the following exceptions:

Military Discharges

Spurious Liens as described by Colorado Revised Statutes 38-35-202(1).

Documents requiring additional acknowledgements or certifications.

Death Certificates must be an original or certified copy from the original Issuing agency.

****NOTE: Document size is limited only by the submitters ability to deliver large format documents in an acceptable format.***

County Specific Document Type Coding

Please refer to Attachment E, PRIA Logical Data Dictionary, which lists all the acceptable "Document Types". It is the COUNTY's intention to not reject documents based on "incorrect" or non-County specific document types. Rather the County will correct the document type as part of the acceptance process.

Indexing Fields for each Document Code

All documents submitted will require the minimum index fields unless otherwise agreed upon between County, eRecording Vendor and the Company:

Grantor(s)

Grantee(s)

Document Type and/or Document Code

Number of Pages

Recording Fee

Documentary Fee

Related (original document number, in the case of releases, assignments, Amendments).

Property Address (only if noted on documents)

Legal Description Fields

Subdivision Name (if in a subdivision)

Lot and Block

Section

Township

Range

Return to Party Name (which will be the Submitting Party Name).

Grantee's Legal Mailing Address that includes Street or Post Office Box, City, State and Zip Code MUST be clearly identified on any transfer deed as Per Colorado Revised Statutes 38-35-109(2).

Transfer Declaration Documents (TD1000's)

TD1000's will be scanned immediately following the Warranty Deed or Transfer Deed they are associated with. ALL Transfer Deeds will be accompanied by a TD1000. If one TD1000 covers multiple Transfer Deeds a duplicate TD1000 will be submitted with each Transfer Deed.

Specific Editing requirement for each Document Code

Business names will be entered into the GRANTOR/GRANTEE field as is appropriate.

Never abbreviate the first word of a company name.

**Abbreviate : Company – CO , Corporation – CORP, Mortgage - MTG
Limited Liability Company – LLC etc...**

Examples:

**Mortgage Portfolio Company = MORTGAGE PORTFOLIO Co
Not MTG PORTFOLIO COMPANY**

**J.J. SMITH AND COMPANY = J J SMITH & Co
= SMITH J J & Co
Not J.J. SMITH AND COMPANY
Not JJ Smith and Company**

**JACK JONES PC = JACK JONES PC
= JONES JACK PC**

- If being used as a “company” name
- Do Not pick up PC, MD,DDS, Mr, Mrs, etc.. when used as a title with Signature.

**A-1 RENTAL CAR CO = A-1 RENTAL CAR CO
Not A1 RENTAL CAR CO
Not A 1 RENTAL CAR CO**

**VAN PELT PLUMBING = VANPELT PLUMBING
Not VAN PELT PLUMBING**

Do Not key space in name McDonald, MacDonald

COLORADO SPRINGS LIGHTING INDUSTRIAL COMPANY should be Indexed:

**COLORADO SPRINGS LIGHTING INDUST CO or
COLORADO SPRINGS LIGHTING INDUSTRIAL CO.**

Indexing Keying Standards

PRIA Standard Index fields will be used.

Parsed Names

PRIA Standard Index fields will be used.

Parsed Legal Descriptions

PRIA Standard Index fields will be used.

Document Imaging Quality Control Standards

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Submitters will be responsible for the clarity and brightness of the image.

Notary Requirements per Document

It is the responsibility of the COMPANY to confirm that notary signatures and seals are present on all documents that require them.

COUNTY will not reject a document lacking a notary signature or seal, as this is not a requirement of Colorado Statutes.

Inked notary seals are strongly recommended, in place of embossed notary seals, which require "darkening" by the COMPANY prior to submittal.

COUNTY may at its discretion place a "disclaimer" on each document submitted that appears to lack a notary signature or seal.

Attachment C
Service Offering
Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed on those days that the County Recording Office is open to the public for business. Documents will not be processed on County holidays, weekends, "snow days", etc., or in the event of network or equipment failure. COUNTY will attempt to notify COMPANY of any disruption in service.

Processing Schedules

Document batches will be checked for and processed (accepted or rejected) at 8:00 a.m., 10:00 a.m. and 1:00 p.m. and periodically throughout the day.

Documents received after 1:00 p.m. but prior to 5:00 p.m. will be processed at the beginning of the following business day.

Documents will be deemed to be "accepted" when they have been endorsed with a reception number and the fees have been paid, pursuant to C.R.S. 30-10-409.

Turnaround Timeframe

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be returned to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be returned to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the COMPANY in electronic format after rejection, along with a description of the reason(s) for rejection.

Service Help Contact Information

COUNTY:

Rose Tafoya	(970) 244-1693
Jackie Campbell	(970) 244-1691
Kelly Leuallen	(970)-244-1786

COMPANY Submitter of Documents:

Company Name:
Contact Person:
Contact Telephone Number:

Attachment D
Payment Option
Payment Option

ACH Payment / EFT -- is an acceptable form of payment. ACH's will be summarized and paid on a daily basis for all transactions received in that business day. Funds must be available in the COMPANY'S financial institution account at the time of submitting document(s) for recording. As per Colorado statute, C.R.S. 30-1-116(1) – "Every officer shall collect every fee, as prescribed, for services performed by him in advance, if the same can be ascertained..." In the event funds are not available in COMPANY'S financial institution account at the time of submitting document(s), COMPANY will be responsible for any and all fees COUNTY may incur as a result. Also, COMPANY'S access to electronic recording in the COUNTY will be suspended until all recording fees due and any and all fees incurred by COUNTY are paid in full. On the third occurrence that COMPANY fails to have sufficient funds available in COMPANY'S financial institution account at the time of submitting document(s), COMPANY'S access to electronic recording in the COUNTY will be suspended until all recording fees due and any and all fees incurred by COUNTY are paid in full, and once paid in full COMPANY'S only payment option for access to COUNTY'S electronic recording system will be via an escrow account.

Requirements:

Sufficient funds must be available in COMPANY'S financial institution account at the time documents are submitted to COUNTY for recording.

Account Setup Procedures

ACH Payment – COMPANY must supply required information on a separate authorization form. COMPANY should contact either Jackie Campbell or Kim Cole at the telephone number listed on Attachment C to obtain the required authorization form.

Reporting and Reconciliation

County will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if not accompanied by ACH or Escrow account information. INTEGRATION VENDOR OR COMPANY will be responsible for submitting ACH or Escrow account information with each document batch and for reconciling their records.

Exception Handling

Any discrepancy in fees discovered by COUNTY after document acceptance will be corrected by INTEGRATION VENDOR OR COMPANY within five business days of notification of the error.

Attachment E
Mesa County, Checklist for New eRecording Submitters

This checklist is designed to guide new eRecording submitters through the process of how to be established to submit electronic recordings to the Mesa County eRecording network.

Step 1. – eRecording submitter to email or mail information concerning their company to the Mesa County Clerk & Recorder's Office. This information should include:

- a. Name of Company, current address and telephone number.*
- b. Name of business contact person*
- c. Name of person authorized to sign MOU*
- d. Name of technical certification contact person.*
- e. Product information and eRecording standards supported.*
- f. List of Company clients that may be submitting documents electronically, if applicable.*

Step 2. – County will email and company will print MOU, fill out information on page 1 and page 11 and sign on page 5. Company will mail 2 signed original copies to:

*Mesa County Clerk & Recorder
Attn: Jackie Campbell/Recording Division
200 S. Spruce St. (physical) PO Box 20,000-5007(mailing)
Grand Junction, CO 81501 Grand Junction, CO 81502-5001*

Step 3 – If accepted and signed by the County, one original will be mailed back to the Company.

Step 4 – County will notify Integration Vendor and Aptitude Solutions when MOU is accepted.

Step 5 – Company will notify COUNTY of the need to have a username/password account set up for them. (If you are an Integration Vendor, each of your clients will need a username/password).

Step 6 – County and Aptitude Solutions will proceed with technical certification.

Step 7 – Integration Vendor or Company must set up an ACH or Escrow account as means of payment to Mesa County before submitting documents for eRecording.

Step 8 – Aptitude Solutions and Mesa County will provide an approximate date when they can expect eRecording submitter to submit "live" documents.

Attachment F
Pria/Mesa County Document Codes:

MAP TO DATATYPE	MESA DOC CODE
Abstract Of Judgment	JGMT
Affidavit	AFF
Agreement	AGMT
Agreement Modification	MODIFY AGMT
Agreement Subordination	SUBORD AGMT
Assignment	ASGN
Assignment Of Deed Of Trust	ASGN TD
Assignment Of Rents	ASGN RENTS
Bargain And Sale Deed	BARGIN/SLE DEED
Certificate Of Death	DEATH CERT
Certificate Of Purchase	CERT PURCHASE
Certificate Of Redemption	CERT REDEMPTION
Covenants And Restrictions	COVENANTS
Deed	DEED
Deed Of Trust	TD
Easement	EASEMENT
Federal Tax Lien	TAX NTC
Judgment	JGMT
Letters	LETTERS
Lien	LIEN
Lis Pendens	LIS PENDENS
Mortgage	MTG
Notice Of Disburser	DISBURSERS NTC
Notice Of Election And Demand	NTC ELECTION
Notice Of Election And Demand Withdrawal	WITHDRAWAL
Oaths Of Office	OATH
Order	ORDER
Other	(none)
Partial Release	PAR REL
Partial Release Of Deed Of Trust	PAR REL
Partial Release Of Lien	PAR REL
Plat	PLAT
Power Of Attorney	POA
Public Trustees Deed	PT DEED
Quit Claim Deed	QCD
Real Property Transfer Declaration	TD1000 (not recorded doc type)
Reconveyance	RECONVEYANCE
Release	REL
Release Of Deed Of Trust	REL TD
Release Of Federal Tax Lien	REL TAX NTC
Release of Mortgage	REL MTG
Release of Lien	REL LIEN
Release Of State Tax Lien	REL TAX NTC
Release of Treasurers Tax Lien	n/a
State Tax Lien	TAX NTC

Statement Of Authority	STMT AUTHORITY
Substitution Of Trustee	n/a
Treasurer's Tax Lien	n/a
Uniform Commercial Code Amendment	UCC AMEND
Uniform Commercial Code	n/a
Waiver	WAIVER
Warranty Deed	WD
UCCTerm	UCC TERM
Amend	UCC AMEND
Rel Collateral	UCC REL COLLATERAL
Fin Stmt	UCC FIN STMT
UCC Continuation	UCC CONT
Asgn	UCC ASGN

**A COMPLETE DOCUMENT TYPE LIST IS
AVAILABLE FROM THE RECORDING
DIVISION OR BY CALLING 970-244-1679.**