

ESS

Electronic Services System – Standards Subcommittee Meeting

Agenda

April 22, 2021

Teleconference

10:00 A.M. to NOON

- **Welcome and Introductions**
- **October 13, 2020 Meeting Summary – Approval**
- **January 26, 2021 Meeting Summary – Approval**
- **E-Submission Development Update**
 - E-Submission API - Published
 - Recorders' E-Submission Interface Update
 - Nearly Complete - Re-Stamping
 - Special Topic – Marshall County Request
 - Pending/In Progress - Reports, Image Management, Lock Functions
- **E-Submission Submitter Development**
 - Focus Group Discussions/Summaries
 - Submitter's E-Submission Interface/Admin/Search
 - Pending Groups List, Create Group, Create Document
 - *Exemption Change Workflow-Recorder Actions*
 - *Deleting All Party Names and Declining In E-Submission*
- **ESS Software Development Procurement**
 - RFQ
 - Development Project Roadmap - E-Submission, Payment, Portal (120 limit)
 - Terms of Use
- **CY 2021 Legislation – Status**
 - ESS 28E Amendment
 - Submission Fee Use Flexibility
 - Blockchain, Other Legislation of Interest
- **Recording Income and Expenses Study**
 - Status Update – Phase 2 and 3
- **PRIA Policy Discussion Update**
 - PRIA Operating Rules
 - Submitter Best Practices
 - Redaction/Restrictive Covenants
- **Other Project Updates**
 - COVID-19 Actions and Communication
 - Future County Updates (Non-Covid)
 - Subcommittee Member Topics
- **Adjournment**

Next Regular Meeting: July 15, 2021

ESS Standards Subcommittee

Meeting Summary

October 13, 2020

Participants

Janelle Schneider, Adair County Recorder
Mindy Fitzgibbon, Henry County Recorder
Ashten Wittrock, Carroll County Recorder

Deb Winke, Allamakee County Recorder
Joan McCalmant, Linn County Recorder
Jolynn Goodchild, Plymouth County Recorder

Other Participants

Phil Dunshee, Iowa Land Records
Lisa Long, Iowa Land Records
Kati Ross, Iowa Land Records
Leah Champion, Iowa Land Records

Welcome

A meeting of the ESS Standards Subcommittee was held via web and teleconference. The Project Manager called the meeting to order and introductions were made.

September 9, 2020 Meeting Summary

The Subcommittee reviewed the September 9, 2020 meeting summary. Ashten Wittrock made a motion to approve the meeting summary. Janelle Schneider seconded, and the motion was approved.

Recording Income and Expenses Study

The Subcommittee was reminded of the current study of recording income and recording expenses. The data will inform future policy discussions on topics such as flat fee structures, inflation adjustments, and base recording fees which have not changed for 35 years. The study will continue through the month of October. Updates from Subcommittee members indicated that they had good participation for the study in their districts. Part two will follow this time reporting study and will focus on gathering cost information.

Declaration of Value Processes

The Project Manager provided the Subcommittee with an update regarding recent discussions concerning a newly proposed administrative rule from the Department of Revenue. After reaching out to the Department it was discovered that they are going ahead with the Assessor portion of their project, but they are not ready to proceed with the Recorder portion of the project. ESS comments regarding the proposed administrative rule were submitted to the Department of Revenue and the legislative administrative rules review committee.

Policies and Procedures

Re-stamping

The Subcommittee was reminded about previous discussions concerning the need to develop policies and procedures for the re-stamping function. A draft of a policy had been provided to the Subcommittee for consideration at the September meeting. The policy was presented again to the Subcommittee for consideration. Joan McCalmant made a motion to approve the policy recommendation as presented and to recommend adoption by the ESS Coordinating Committee. Deb Winke seconded, and the motion was approved.

Document Deletion

The Subcommittee was reminded of the draft policy on document deletion that had been presented at the September meeting. The policy stated that a court order is required for a document, or a portion of a document to be deleted from the public record. The Subcommittee was presented with an updated draft which replaced the word expunge with the words delete or deletion. Joan McCalmant made a motion to approve the proposed document deletion policy. Janelle Schneider seconded, and the motion was approved.

E-Submission Development Update

Recorders' E-Submission Interface Update

Lisa Long provided an overview of Recorders' Interface updates that the development team had recently completed.

Image Conversion and Management Tools Update

The Project Manager discussed a longstanding goal of improving image quality in E-Submission. The development team has researched products in the marketplace that could help address image quality issues for the system. However, the team determined that a customized system could be built in-house. It was noted that the development team has started some work with the new submitter interface and image quality tools would be a part of the development work for that interface.

CY 2021 Legislation – Stakeholder Communications Update

The Project Manager shared draft legislative information handouts for the ESS 28E Amendment, Submission Fee Use Flexibility proposal, and the Groundwater Hazard Statement Process Concept. The handouts have been provided to legal counsel for review and will be finalized in the coming week.

PIRA Policy Discussion Update

PIRA Operating Rules/Submitter Best Practices

The Project Manager reported that he has been participating in a PIRA Operating Rules Subcommittee on behalf of ESS and ICRA. As an advocate for ICRA on this subcommittee the Project Manager will continue to promote greater transparency from PIRA.

Portal Development Review/Considerations

The Project Manager made the subcommittee aware that although there is not much flexibility for funding available for Portal website enhancements that there were some underlying portal issues related to website management that need to be addressed. This includes stopping user abuse of the system which occurs in several different forms.

Communications Update

Kati Ross provided an update on continued COVID-19 communications as well as other work currently underway with the Communications and Marketing Subcommittee.

The meeting was adjourned at 11:45 AM.

ESS Standards Subcommittee

Meeting Summary

January 26, 2021

Participants

Janelle Schneider, Adair County Recorder
Mindy Fitzgibbon, Henry County Recorder
Ashten Wittrock, Carroll County Recorder

Deb Winke, Allamakee County Recorder
Joan McCalmant, Linn County Recorder
Jolynn Goodchild, Plymouth County Recorder

Other Participants

Phil Dunshee, Iowa Land Records
Lisa Long, Iowa Land Records
Kati Ross, Iowa Land Records
Leah Champion, Iowa Land Records

Welcome

A meeting of the ESS Standards Subcommittee was held via web and teleconference. The Project Manager called the meeting to order and introductions were made.

Recording Income and Expenses Study

The Subcommittee received an update on the study of recording income and recording expenses. Many counties had responded to Part 2, and Part 3 was about to get underway.

E-Submission Development Update

Recorders' E-Submission Interface Update

Lisa Long provided an overview of Recorders' Interface updates that was in development.

Image Conversion and Management Tools Update

The development focus with regard to image management related to changes in the legacy application which would not be carried forward into the new application.

Submitter Interface

The development team has constructed the basic page structure for the submission application, and had created the "pending groups" area in the main page.

CY 2021 Legislation – Stakeholder Communications Update

The Subcommittee received an updating on efforts to advance the proposed legislation authorizing an amendment to the 28E Agreement and providing the project with greater budget flexibility. It was noted that an online survey had been developed so that recorders could share information about their interactions with their local legislators.

PIRA Policy Discussion Update

PIRA Operating Rules/Submitter Best Practices

The Project Manager provided an update on the work of the PRIA Operating Rules Committee a working group on the topic of electronic recording best practices. An update on PRIA advocacy activities was provided. It was noted that the PRIA Board of Directors had adopted new policies on Transparency, Advocacy and federal policy which, if enacted, would preempt state policy governing remote notarization. The possibility of preparing a formal position statement to the PRIA Board was discussed.

Portal Development Review/Considerations

The Project Manager made the subcommittee aware that although there is not much flexibility for funding available for Portal website enhancements that there were some underlying portal issues related to website management that need to be addressed. This includes stopping user abuse of the system which occurs in several different forms.

Other Project Updates

The Subcommittee received updates on recent communications concerning COVID-19, and plans for issuing an RFQ to secure external development services.

The meeting was adjourned. The next regularly scheduled meeting will be held on April 22, 2021.

County E-Submitter API

Goals for County E-Submitter API

- ▶ Migrate all Integrations Away From LCM
- ▶ Remove Unnecessary API Elements in Current SOAP API
 - Utilizes JSON - Simpler When Compared with XML
- ▶ Provide More Control To Service Provider For Handling Messages and Data Transfers
- ▶ Provide More Efficient and Reliable Structure For Exchanging Information

Work Recently Completed

- ▶ Queue/Status Change
 - Updating of document and group statuses where necessary.
- ▶ Implemented documentation complete with swagger documentation to allow for the testing of curl calls within documentation page.
 - This ensures you always have access to up-to-date documentation with a clean and easy to follow layout of information.
- ▶ Moved API and documentation to staging to allow for work and testing to begin.

Authentication

- ▶ All api calls require an apikey and an api hash. Each affiliate will be assigned a unique apikey and api pin for each county. The api hash will be built by hashing a random seed value. The concept is outlined below. Please note this is just conceptual and not actual implementation.

```
var seed = generateRandomValue();  
var prehash = apikey + seed + apipin;  
var apihash = 's2/' + seed + '/' + sha256(prehash);  
var authKey = base64Encode(apikey + ':' + apihash);
```

Authentication - Java Example

- The following is an example of the authentication implementation using Java.

```
String apiKey = "_XdzVq8Cg6TQKy6X3Fg65n52SL78M4df";
String apiPin = "949371515483963628";
String seed = RandomString.make(15);
String preHash = DigestUtils.sha256Hex(apiKey + seed + apiPin);
String apiHash = "s2/" + seed + "/" + preHash;
Base64.Encoder encoder = Base64.getEncoder();
String authKey = encoder.encodeToString((apiKey + ":" + apiHash).getBytes());
System.out.println("apiHash: " + apiHash);
System.out.println("authKey: " + authKey);
```

Authentication - Java Example Output

- The following is an example of the authentication creation using Java. Note that the seed is unique each time as well. This will be validated.

```
apiHash: s2/UF2KxyOD0dXXj2w/e8ff7af994973d5f9d587093c9d9330f32f774f485a70303982941aba46bd99d
authKey:
X1hkelZxOENnNIRRS3k2WDNGZzY1bjUyU0w3OE00ZGY6czlvVUYyS3h5T0QwZFhYajJ3L2U4ZmY3YWY5OTQ5NzN
kNWY5ZDU4NzA5M2M5ZDkzMzBmMzJmNzc0ZjQ4NWE3MDMwMzk4Mjk0MWFjYTQ2YmQ5OWQ=

apiHash: s2/ehoUeGUGiDKYftR/3cb07d22ac53408d33dc996fc4e20916b992a23ffbb12bc42f34c4490a39922e
authKey:
X1hkelZxOENnNIRRS3k2WDNGZzY1bjUyU0w3OE00ZGY6czlvZWVhVWVHVUdpREtZZnRSLzNjYjA3ZDIyYWM1MzQ
wOGQzM2RjOTk2ZmM0ZTIwOTE2Yjk5MmEyM2ZmYmlxMmJjNDJmMzRjNDQ5MGEzOTkyMmU=

apiHash: s2/IWtgqU5eWsJ7GQs/328688869960102832cabd41bc687e8c4df8ea00b38ad8385710f6e5d0f9b176
authKey:
X1hkelZxOENnNIRRS3k2WDNGZzY1bjUyU0w3OE00ZGY6czlvSVd0Z3FVNWVXc0o3R1FzLzMyODY4ODg2OTk2MDE
wMjgzMmNhYmQ0MWJjNjg3ZThjNGRmOGVhMDBiMzhhZDgzODU3MTBmNmU1ZDBmOWIxNzY=
```

Use of Authentication

- ▶ Authentication will be included as a basic auth http header with each call. It will be sent as a base64 encoded representation of the following: (apiKey:apiHash).

- ▶ Sample

- ```
--header 'Authorization: Basic
X1JkelZxNEN3NlRRSnk2WDNGZzQ1bjUyU0k3OE03ZGU6czlvWGY3VUk4NDZNGtodnBLYi84YjZhN
GRkOTNlN2M2ZTg1Y2ZlMjE0MGRiNzJlNDQzYjI0YjgyN2QwMDY2OWQ0NTI2YTZkZjcwNzU0OWE5
M2Fl'
```

- ▶ To use authentication within our swagger documentation you will need to use the apiKey as the Username and apiHash as the Password. This same method can be use with basicAuth within Postman if you prefer to test there.

# Documentation

- ▶ County E-Submission Rest API Documentation Page

- <https://staging.iowalandrecords.org/esubmission/services/county/documentation/index.html>

- ▶ Swagger Documentation Page (Detailed documentation of endpoints and models.)

- <https://staging.iowalandrecords.org/esubmission/services/county/swagger-ui/>

# County E-Submission Rest API Documentation Page

- ▶ Security Documentation
  - Includes documentation of authentication and request creation.
- ▶ Rate Limiting Documentation
  - Includes details on responses with header information when rate limit is exceeded. (Current rate limit is 1 call each 30 seconds.)
- ▶ Additional Endpoint Documentation
  - Outlines possible error and edit code for all endpoints.
- ▶ Workflow
  - Here a workflow is outlined for the use of the API and details what is occurring in each step of the process.

# County E-Submission Rest API Swagger Documentation

## ► Controller - county-e-submission-api-controller

- Provides documentation for each API endpoint.
  - Displays request parameters, if any, as well as noting any that are required.
  - Allows user to make a test call to the API. Displaying a CURL call that can then be used, the request URL, and actual server response.
  - Any response codes and messages for the call are also listed. A sample response with JSON object is also given.

## ► Models

- Under models you will find the objects that will be returned within the JSON responses as well as the variables and data types they contain.

# Work Remaining

- ▶ Unique use of seed in authentication
  - We will be implementing validation to ensure that a unique seed value is used in the authentication to provide a higher level of security.
- ▶ Transactional tracking
  - Tracking to ensure that responses are being handled.

## Additional Information

- ▶ You will not be required to make the switch to the REST API immediately. The existing SOAP API will remain in place for a period of time
- ▶ If you are going to be starting development soon, you may be better off waiting for the new REST API to be completed
- ▶ This API applies to E-Submission only. Work on the API for the “portal” - transferring land record index information and images will begin when the E-Submission API is complete and in production

## ***ESS API Web Service Specifications***

The WSDL and API documents are intended to be living documents that will be updated periodically by ESS and Iowa Land Records technical staff in order to relay current requirements to consumers of ILR Web Services. Notice of changes to these documents will be provided to Service Providers as changes are made, subject to the ESS Update Processes described in Appendix A. The WSDL for the ILR E-Submission service and ILR Portal service can be found at the following locations:

ILR E-Submission:

<https://iowalandrecords.org/esubmission/services/ESubmissionClientService?wsdl>

Additional requirements for the ILR E-Submission service can be found in the E-Submission Client API.

County E-Submission Rest API Documentation:

<https://staging.iowalandrecords.org/esubmission/services/county/documentation/index.html>

ILR Portal:

<https://iowalandrecords.org/xmlservice/services/PortalClientService?wsdl>

Additional requirements for the ILR Portal service can be found in the Portal Client API documentation.

**Notice of Intent.** ESS published an E-Submission REST ESS API in March 2021, and ESS is prepared to assist Service Providers with testing and implementation. The ESS E-Submission SOAP API will continue to be operational for an undetermined period. However, it is the goal of ESS to fully migrate E-Submission integrations from the LCM to the E-Submission REST ESS API by July 1, 2022. Development of a new Portal ESS REST API will be initiated sometime later in 2021. A migration plan from the LCM to a Portal REST ESS API will be implemented when it is developed and published.

## RESTAMP



### Current Stamp Information

Recording Date:

20210317:12:47:00:000

Recording Date: 20210317:12:47:00:000

Number:

123456

Number: 123456

Book:

123456

Book: 123456

Page:

12346

Page: 12346

Reason For Restamp Action  
(choose all that apply):

- ☐ Incorrect Sequence
- ☐ Incorrect Recording Time
- ☐ Incorrect Fee

At least one reason for restamp must  
be selected.

Restamp Reason:

Please elaborate on the primary reason(s) why the recording  
stamp for this document needs to be edited.

A restamp reason must be specified.

RESTAMP

CANCEL

**Electronic Services System**

8711 Windsor Parkway, Suite 2  
Johnston, Iowa 50131

April 20, 2021

To: ESS Standards Subcommittee

From: Phil Dunshee, Project Manager  
Lisa Long, Customer Service Manager

Re: Marshall County Restamp Request

Marshall County has requested permission to re-stamp and replace 53 E-Submission documents from October 2019 because the recording time is incorrect. The time is incorrectly displayed as AM when it should be PM. The error is a result of the timestamp in the county system being incorrect.

The correction would be completed by the county adding a label with the correct time to the recorded document.

In discussions the county was advised that the request was contrary to the recently adopted re-stamp policy which prohibits re-stamping documents more than five days after the recording date.

If re-stamped, the submitter and other users may have a different document than the digital versions archived in the county system and on Iowa Land Records. Additionally, each submitter should be contacted and provided with the corrected document.

An alternative of adding an annotation to each document to explain the incorrect time has been discussed.

Action Requested: Direction on what response should be provided to the county.

April 20, 2021

To: ESS Standards Subcommittee

From: Phil Dunshee, Project Manager  
Lisa Long, Customer Service Manager

Re: Focus Group Concepts

Recently three customer focus group webinars were held with selected esubmission customers. The goal of the webinars was to learn what submitters like and dislike about the legacy E-submission interface, to identify new ideas and features, and to gauge reaction to sample illustrations of the interface now being developed.

The following is a summary of the comments received. Inclusion of these comments does not imply that all ideas will be accepted or implemented. That said, consideration will be given as planning and development work continues.

Suggestions are listed below.

#### **Features to be added**

- The ability to delete or call back submitted groups not reviewed. This could be like the lock function for recorders.
- A smaller list of documents to choose from when submitting documents was suggested. Specifically, assignments were mentioned.
- Additional prompts for resubmission to make the process easier.
- Include a breakdown of fees included in the total charges email. The current email only provides a daily total.
- Enable someone besides group owner/creator to be able to submit or resubmit groups in declined, in progress and fee change status. Currently only the group owner can act on a group.
- Display the group fee total on screen. Currently only the fees for the document being examined are displayed. This could allow for balancing of a closing statement or posting charges to a client account.
- Provide a field for a second email address for each user. This would allow for backup and training.
- Display more groups on the home screen. Currently only groups requiring correction or submission are displayed on the submitter home screen. Including recently submitted groups would allow submitters to see status of more groups without using the search function.
- Add image editing feature including removing lines.

#### **Features to be retained**

- The ability to change the order of documents should be retained.
- In Progress groups should be retained to allow users to begin but not complete the submission process. Continue to allow a user to have their work "saved"
- Retain the same party name on next document feature. When selected the submitter is not required to enter party name on subsequent documents in a group.
- The submission process is efficient. Retain this or make it more efficient.

## NEXT STEPS: CUSTOMER E-SUBMISSION INTERFACE

# Focus Groups

- Sneak Peek At Submitters Interface

— PENDING GROUPS

Show 

5

 entries

NEW SUBMISSION

Search:

| Group Name         | Submission Date/Time | County | Group Owner  | Group Status | Group Action | Delete |
|--------------------|----------------------|--------|--------------|--------------|--------------|--------|
| test group 5       |                      | Adair  | Taylor, Todd | In Progress  | Submit Group |        |
| merna test group 1 |                      | Polk   | Taylor, Todd | In Progress  | Submit Group |        |
| merna test group 2 |                      | Polk   | Taylor, Todd | In Progress  | Submit Group |        |
| test documentation |                      | Polk   | Taylor, Todd | In Progress  | Submit Group |        |
| merna test new     |                      | Adair  | Taylor, Todd | In Progress  | Submit Group |        |

Showing 1 to 5 of 8 entries

Previous

1

2

Next

CREATE SUBMISSION GROUP?

×

Choose a County and Specify a Unique Group Name.

County:

Black Hawk

▼

Group Name:

test

SAVE

CANCEL

## NEXT STEPS: CUSTOMER E-SUBMISSION INTERFACE

# Focus Groups

- Sneak Peek At Submitters Interface

SUBMISSION FORM

Document Type28E

Number of Additional Transactions

Number of Auditor Transfers

Real Estate Value

Transfer Tax ExemptionNone

DOV ExemptionNone

GWH ExemptionNone

Document Imagesample.pdf

Replace Document ImageChoose FileNo file chosen

SAVE

CANCEL

# PENDING GROUPS - NEW SUBMISSION

[CHANGE PASSWORD](#)[SEARCH](#)[ADMIN](#)[SIGN OUT](#)

— PENDING GROUPS

NEW SUBMISSION

Show  entries

Search:

| Group Name | Submission Date/Time | County | Group Owner            | Group Status | Group Action | Delete |
|------------|----------------------|--------|------------------------|--------------|--------------|--------|
| asdfasdf   |                      | Adair  | submitter, testpayment | In Progress  | Submit Group |        |
| TEST123    |                      | Adair  | ifranklin, ifranklin   | In Progress  | Submit Group |        |

Showing 1 to 2 of 2 entries

Previous

1

Next

TRANSACTION REPORTS

[CHANGE PASSWORD](#)[SEARCH](#)

ADMIN

[SIGN OUT](#)

REPORTS

COUNTY INFORMATION  
USERS  
REPORTS

E-Submission Transaction Report

E-SUBMISSION TRANSACTION REPORT

☒ Transaction Period:

Current Month

☐ Date Range:

mm/dd/yyyy

to

mm/dd/yyyy

GENERATE REPORT

- Note:
- 1. Date range can not exceed 120 days.
  - 2. Your report will be limited to 3,000 transactions at one time.
  - 3. Ending date cannot be the current date or any later date.
  - 4. If it is the first day of the current week, month, or quarter and the corresponding transaction period is selected, the previous week, month, or quarter will be returned.

**From:** Chris Kistner <ckistner@cottsystems.com>

**Sent:** Wednesday, April 21, 2021 10:33 AM

**To:** phil@clris.com

**Subject:** RE: 2021 Renewals and Proposed Quarterly Conference Call - May 4, 2021 - SUPPLEMENT - Migration Plans and Grantors/Grantees

Hi Phil,

Removing the Party designator would definitely require us to make a change to our system. We would have to default the Party designator to 1. Which would then mean that the users that choose to enter all names during the approval process, would no longer make sense for them to do so. I say this because they would then have to correct any Side2 names that would have been downloaded as Side1 names.

If this were to happen, would you also stop the users from attempting to record anything other than the first side1 name so we wouldn't have the above scenario?

Thanks,  
Chris

**Chris Kistner | Data Consulting Services Manager**

Cott Systems, Inc. | 2800 Corporate Exchange Dr., Ste.300 | Columbus, OH 43231

**o)** 800-234-2688 x271 **f)** (614) 847-3737

**e)** [ckistner@cottsystems.com](mailto:ckistner@cottsystems.com) | **web)** [www.cottsystems.com](http://www.cottsystems.com)

**From:** [phil@clris.com](mailto:phil@clris.com) <[phil@clris.com](mailto:phil@clris.com)>

**Sent:** Tuesday, April 20, 2021 1:37 PM

**To:** Chris Kistner <[ckistner@cottsystems.com](mailto:ckistner@cottsystems.com)>

**Subject:** RE: 2021 Renewals and Proposed Quarterly Conference Call - May 4, 2021 - SUPPLEMENT - Migration Plans and Grantors/Grantees

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#### **Grantors/Grantees**

As you may know we are in the midst of developing an new customer user interface for E-Submission. In this regard we are looking to simplify things as much as we can, including the elimination of some data elements from the interface. One element being considered is the grantor/grantee designation. Submitters would continue to be required to enter one party name (person or organization), but in this scenario that would not be required to specify grantor/grantee. This is still part of the ILR XML structure, but no data would be passed from ILR E-Submission to the county system. As we consider this possibility, we ask you whether there is any dependency built into your local systems which would result in an error if the grantor/grantee element was empty or Null.

We would greatly appreciate it if you would examine your software and let us know if the lack of grantor/grantee data would create any issues for you.

## RECORDER EXEMPTION CHANGES

| + PENDING GROUPS     |                      |              |                      |              |
|----------------------|----------------------|--------------|----------------------|--------------|
| Group Name           | Submission Date/Time | Organization | Submitted By         | Group Action |
| QC                   | 03/09/2021 03:37PM   | testpayment  | ifranklin, ifranklin | Submit Group |
| 🔒 Webinar MARCH 2020 | 03/09/2021 03:41PM   | testpayment  | ifranklin, ifranklin | Submit Group |
| large survey         | 03/09/2021 09:05PM   | testpayment  | ifranklin, ifranklin | Submit Group |
| restamp test1        | 03/17/2021 03:14PM   | testpayment  | ifranklin, ifranklin | Submit Group |

| - DOCUMENTS: WEBINAR MARCH 2020 |                              |                    | NO. OF DOCUMENTS: 4 |
|---------------------------------|------------------------------|--------------------|---------------------|
| Submission Number               | Document Type                | Status             |                     |
| 000002312000101729              | Warranty Deed                | Ready for Recorder |                     |
| 000002312000101730              | Declaration Of Value         | Ready for Recorder |                     |
| 000002312000101731              | Groundwater Hazard Statement | Ready for Recorder |                     |
| 000002312000101732              | Mortgage                     | Ready for Recorder |                     |

| Submission Number  | Document Type                | Status             |
|--------------------|------------------------------|--------------------|
| 000002312000101729 | Warranty Deed                | Ready for Recorder |
| 000002312000101730 | Declaration Of Value         | Ready for Recorder |
| 000002312000101731 | Groundwater Hazard Statement | Ready for Recorder |
| 000002312000101732 | Mortgage                     | Ready for Recorder |

DOCUMENT DETAILS

REVIEW DOCUMENT & STAMP

DELETE ALL INDEX DATA

REQUIRED DOCUMENT DETAILS

|                                   |               |      |
|-----------------------------------|---------------|------|
| Document Type                     | Warranty Deed | Edit |
| Number of Additional Transactions | 0             |      |
| Number of Auditor Transfers       | 1             |      |
| Real Estate Value                 | 95510.0       |      |
| Transfer Tax Exemption            |               |      |
| DOV Exemption                     |               |      |
| GWH Exemption                     |               |      |

FEE SUMMARY

|                       |               |
|-----------------------|---------------|
| Standard Fee          | 27.00         |
| Addl. Transaction Fee | 0.00          |
| Transfer Fee          | 5.00          |
| Transfer Tax          | 152.80        |
| Service Fee           | 3.00          |
| <b>Total</b>          | <b>187.80</b> |

## REQUIRED DOCUMENT DETAILS

Document Type  [Edit](#)

Number of Additional Transactions

Number of Auditor Transfers

Real Estate Value

Transfer Tax Exemption

DOV Exemption

GWH Exemption

SAVE

CANCEL

REQUIRED DOCUMENT DETAILS

|                                   |                                                                          |      |
|-----------------------------------|--------------------------------------------------------------------------|------|
| Document Type                     | Warranty Deed                                                            | Edit |
| Number of Additional Transactions | 0                                                                        |      |
| Number of Auditor Transfers       | 1                                                                        |      |
| Real Estate Value                 | 95510.0                                                                  |      |
| Transfer Tax Exemption            | Deeds Between Husband and Wife or Parent and Child Without Consideration |      |
| DOV Exemption                     | Deeds Between Husband and Wife or Parent and Child Without Consideration |      |
| GWH Exemption                     | Deeds Between Husband and Wife or Parent and Child Without Consideration |      |

| FEE SUMMARY           |  |       |
|-----------------------|--|-------|
| Standard Fee          |  | 27.00 |
| Addl. Transaction Fee |  | 0.00  |
| Transfer Fee          |  | 5.00  |
| Transfer Tax          |  | 0.00  |
| Service Fee           |  | 3.00  |
| Total                 |  | 35.00 |

DOCUMENT DECISION

Decision

Decline Reason(s)

Comments

Submit With Fee Change

--Select--

Associated Reference Number

Declaration of Value

Document Format

Hold 'CTRL' to select multiple

Characters remaining in comments: 550

SUBMIT

CLEAR

CANCEL

## DOCUMENT DECISION

Decision

☐ Approve Submission

☒ Decline Submission

Decline Reason(s)

Declaration of Value

Document Format

Exemption

Groundwater Hazard

Image Quality - Legibility

Comments

Hold 'CTRL' to select multiple

The warranty deed is exempt.

Characters remaining in comments: 522

SUBMIT

CLEAR

CANCEL

| + PENDING GROUPS                                                                                     |                      |              |                      |              |
|------------------------------------------------------------------------------------------------------|----------------------|--------------|----------------------|--------------|
| Group Name                                                                                           | Submission Date/Time | Organization | Submitted By         | Group Action |
| newtestgroup                                                                                         | 03/09/2021 03:36PM   | testpayment  | ifranklin, ifranklin | Submit Group |
| QC                                                                                                   | 03/09/2021 03:37PM   | testpayment  | ifranklin, ifranklin | Submit Group |
|  Webinar MARCH 2020 | 03/09/2021 03:41PM   | testpayment  | ifranklin, ifranklin | Submit Group |
| large survey                                                                                         | 03/09/2021 09:05PM   | testpayment  | ifranklin, ifranklin | Submit Group |

| - DOCUMENTS: WEBINAR MARCH 2020 |                              |                     | NO. OF DOCUMENTS: 4 |
|---------------------------------|------------------------------|---------------------|---------------------|
| Submission Number               | Document Type                | Status              |                     |
| 000002312000101729              | Warranty Deed                | Recorder Fee Change |                     |
| 000002312000101730              | Declaration Of Value         | Recorder Declined   |                     |
| 000002312000101731              | Groundwater Hazard Statement | Recorder Declined   |                     |
| 000002312000101732              | Mortgage                     | Recorder Approved   |                     |

|        |                     |              |                |                |                      |
|--------|---------------------|--------------|----------------|----------------|----------------------|
| Group  | Webinar MARCH 2020  | Created Date | 03/11/20 15:14 | Submitted Date | 03/09/21 15:41       |
| Status | Recorder Fee Change | County       | Adair          | Group Owner    | ifranklin, ifranklin |

Group

Name Webinar MARCH 2020
County Adair

Submission Count 4

Add Document
Cancel

Documents

|  |  |  |  | Created    | Submission Number  | Document Type                | Status              | User                 |
|--|--|--|--|------------|--------------------|------------------------------|---------------------|----------------------|
|  |  |  |  | 03/11/2020 | 000002312000101729 | Warranty Deed                | Recorder Fee Change | ifranklin, ifranklin |
|  |  |  |  | 03/11/2020 | 000002312000101730 | Declaration Of Value         | Recorder Declined   | ifranklin, ifranklin |
|  |  |  |  | 03/11/2020 | 000002312000101731 | Groundwater Hazard Statement | Recorder Declined   | ifranklin, ifranklin |
|  |  |  |  | 03/11/2020 | 000002312000101732 | Mortgage                     | Recorder Approved   | ifranklin, ifranklin |

|            |                     |              |                |                  |                              |        |         |                                                                                     |
|------------|---------------------|--------------|----------------|------------------|------------------------------|--------|---------|-------------------------------------------------------------------------------------|
| Group      | Webinar MARCH 2020  | Created Date | 03/11/20 15:14 | Submitted Date   | 03/09/21 15:41               |        |         |                                                                                     |
| Status     | Recorder Fee Change | County       | Adair          | Group Owner      | ifranklin, ifranklin         |        |         |                                                                                     |
| Submission | 000002312000101731  | Created Date | 03/11/20 15:18 | Doc Type         | Groundwater Hazard Statement |        |         |                                                                                     |
| Status     | Recorder Declined   | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin         |        |         |                                                                                     |
| Group      | General             | Parties      | Properties     | Assoc. Docs      | Attached Doc                 | Review | History |  |

No recording fees for this document type.

\*These fees are estimates and may change, pending approval by the County Recorder.

#### Decision

Action ☐ Resubmit ☒ Delete

Comments

You have 255 characters remaining

Submit

Cancel

|            |                     |              |                |                  |                                                                                     |
|------------|---------------------|--------------|----------------|------------------|-------------------------------------------------------------------------------------|
| Group      | Webinar MARCH 2020  | Created Date | 03/11/20 15:14 | Submitted Date   | 03/09/21 15:41                                                                      |
| Status     | Recorder Fee Change | County       | Adair          | Group Owner      | ifranklin, ifranklin                                                                |
| Submission | 000002312000101730  | Created Date | 03/11/20 15:18 | Doc Type         | Declaration Of Value                                                                |
| Status     | Recorder Declined   | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin                                                                |
|            |                     |              |                |                  |                                                                                     |
| Group      | General             | Parties      | Properties     | Assoc. Docs      | Attached Doc                                                                        |
|            |                     |              | Review         | History          |  |

No recording fees for this document type.

\*These fees are estimates and may change, pending approval by the County Recorder.

Decision

Action ☐ Resubmit ☒ Delete

Comments

You have 255 characters remaining

Submit

Cancel

|            |                     |              |                |                  |                      |
|------------|---------------------|--------------|----------------|------------------|----------------------|
| Group      | Webinar MARCH 2020  | Created Date | 03/11/20 15:14 | Submitted Date   | 03/09/21 15:41       |
| Status     | Recorder Fee Change | County       | Adair          | Group Owner      | ifranklin, ifranklin |
| Submission | 000002312000101729  | Created Date | 03/11/20 15:17 | Doc Type         | Warranty Deed        |
| Status     | Recorder Fee Change | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin |

|       |         |         |            |             |              |        |         |
|-------|---------|---------|------------|-------------|--------------|--------|---------|
| Group | General | Parties | Properties | Assoc. Docs | Attached Doc | Review | History |
|-------|---------|---------|------------|-------------|--------------|--------|---------|

Fees

Standard Fee \$29.00  
Addl. Transaction Fee \$0.00  
Transfer Fee \$5.00  
Transfer Tax \$0.00  
Service Fee \$3.00  
\*Total Fees \$37.00

\*These fees are estimates and may change, pending approval by the County Recorder.

Decision

Action ☒ Resubmit ☐ Delete

Comments

You have 255 characters remaining

Submit Cancel

|        |                     |              |                |                |                      |
|--------|---------------------|--------------|----------------|----------------|----------------------|
| Group  | Webinar MARCH 2020  | Created Date | 03/11/20 15:14 | Submitted Date | 03/09/21 15:41       |
| Status | Recorder Fee Change | County       | Adair          | Group Owner    | ifranklin, ifranklin |

Group  

- Submission with SubmissionNumber: 000002312000101729 was updated successfully.

Name Webinar MARCH 2020 County

Submission Count 2

[Submit Group](#) [Add Document](#) [Cancel](#)

#### Documents

|                                                                                   |                                                                                   |                                                                                   | Created    | Submission Number  | Document Type | Status            | User                 |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------|--------------------|---------------|-------------------|----------------------|
|  |  |  | 03/11/2020 | 000002312000101729 | Warranty Deed | Resubmission      | ifranklin, ifranklin |
|  |  |  | 03/11/2020 | 000002312000101732 | Mortgage      | Recorder Approved | ifranklin, ifranklin |

PENDING GROUPS

| Group Name                                                                                           | Submission Date/Time | Organization                              | Submitted By         | Group Action |
|------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------|----------------------|--------------|
| TestGroup-20210411-01                                                                                | 04/11/2021 04:51PM   | Simplifile, LC                            |                      | Submit Group |
| TestGroup-20210411-02                                                                                | 04/11/2021 05:43PM   | Abstract & Title Services of Story County | Wallace, Kelly       | Submit Group |
|  Webinar MARCH 2020 | 04/21/2021 01:26PM   | testpayment                               | ifranklin, ifranklin | Submit Group |

DOCUMENTS: WEBINAR MARCH 2020

NO. OF DOCUMENTS: 2

| Submission Number                  | Document Type | Status             |
|------------------------------------|---------------|--------------------|
| <a href="#">000002312000101729</a> | Warranty Deed | Ready for Recorder |
| <a href="#">000002312000101732</a> | Mortgage      | Recorder Approved  |

HISTORY

| Date                    | Role            | Comments                               |
|-------------------------|-----------------|----------------------------------------|
| 2021-04-21 12:53:16.02  | County Recorder | Fees changed from \$187.80 to \$35.00. |
| 2021-04-21 12:43:34.004 | County Recorder | Fees changed from \$35.00 to \$187.80. |
| 2021-04-21 12:43:10.168 | County Recorder | Fees changed from \$187.80 to \$35.00. |
| 2021-01-13 16:29:02.965 | County Recorder | Declaration of Value:D                 |

DOCUMENT DECISION

Decision

- ☒ Approve Submission  
☐ Decline Submission

Decline Reason(s)

-Select-

Associated Reference Number

Declaration of Value

Document Format

Hold 'CTRL' to select multiple

Comments

Characters remaining in comments: 550

SUBMIT

CLEAR

CANCEL

PENDING GROUPS

| Group Name                                                                                           | Submission Date/Time | Organization                              | Submitted By         | Group Action |
|------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------|----------------------|--------------|
| TestGroup-20210411-01                                                                                | 04/11/2021 04:51PM   | Simplifile, LC                            |                      | Submit Group |
| TestGroup-20210411-02                                                                                | 04/11/2021 05:43PM   | Abstract & Title Services of Story County | Wallace, Kelly       | Submit Group |
|  Webinar MARCH 2020 | 04/21/2021 01:26PM   | testpayment                               | ifranklin, ifranklin | Submit Group |

DOCUMENTS: WEBINAR MARCH 2020

NO. OF DOCUMENTS: 2

| Submission Number  | Document Type | Status            |
|--------------------|---------------|-------------------|
| 000002312000101729 | Warranty Deed | Recorder Approved |
| 000002312000101732 | Mortgage      | Recorder Approved |

## DELETING ALL PARTY NAMES

|            |                    |              |                |                  |                      |
|------------|--------------------|--------------|----------------|------------------|----------------------|
| Group      | large survey       | Created Date | 03/09/21 21:03 | Submitted Date   | 03/09/21 21:05       |
| Status     | Recorder Declined  | County       | Adair          | Group Owner      | ifranklin, ifranklin |
| Submission | 000002312000102198 | Created Date | 03/09/21 21:05 | Doc Type         | Surveys and Plats    |
| Status     | Recorder Declined  | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin |

Group
General
Parties
Property
Assoc. Docs
Attached Doc
Review
History

**\*Document Type** Surveys and Plats

**Additional Transactions**

**Number of Parcels** 0

**Real Estate Value**

Save

|            |                    |              |                |                  |                      |
|------------|--------------------|--------------|----------------|------------------|----------------------|
| Group      | large survey       | Created Date | 03/09/21 21:03 | Submitted Date   | 03/09/21 21:05       |
| Status     | Recorder Declined  | County       | Adair          | Group Owner      | ifranklin, ifranklin |
| Submission | 000002312000102198 | Created Date | 03/09/21 21:05 | Doc Type         | Surveys and Plats    |
| Status     | Recorder Declined  | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin |

Group
General
Parties
Property
Assoc. Docs
Attached Doc
Review
History

**\*Party Type** ☒ Grantor ☐ Grantee

**\*Name Type** ☒ Person ☐ Organization

**Full / Company Name**

**Last Name** last

**First Name** first

**Middle Name**

Save

**This document has no Grantors or Grantees.**

|            |                    |              |                |                  |                      |
|------------|--------------------|--------------|----------------|------------------|----------------------|
| Group      | large survey       | Created Date | 03/09/21 21:03 | Submitted Date   | 03/09/21 21:05       |
| Status     | Recorder Declined  | County       | Adair          | Group Owner      | ifranklin, ifranklin |
| Submission | 000002312000102198 | Created Date | 03/09/21 21:05 | Doc Type         | Surveys and Plats    |
| Status     | Recorder Declined  | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin |

Group
General
Parties
Properties
Assoc. Docs
Attached Doc
Review
History

**Document** [Uploaded Pdf](#) [Downloaded PDF](#)

**Name** Crescent View 4th.pdf

**Number of Pages** 1

**Replace** Browse... Recorders Cover Sheet Template.pdf

Save

|            |                    |              |                |                  |                      |
|------------|--------------------|--------------|----------------|------------------|----------------------|
| Group      | large survey       | Created Date | 03/09/21 21:03 | Submitted Date   | 03/09/21 21:05       |
| Status     | Recorder Declined  | County       | Adair          | Group Owner      | ifranklin, ifranklin |
| Submission | 000002312000102198 | Created Date | 03/09/21 21:05 | Doc Type         | Surveys and Plats    |
| Status     | Recorder Declined  | E-Submitter  | testpayment    | E-Submitter User | ifranklin, ifranklin |

|       |         |         |            |             |              |        |         |                                                                                     |
|-------|---------|---------|------------|-------------|--------------|--------|---------|-------------------------------------------------------------------------------------|
| Group | General | Parties | Properties | Assoc. Docs | Attached Doc | Review | History |  |
|-------|---------|---------|------------|-------------|--------------|--------|---------|-------------------------------------------------------------------------------------|

## Fees

**Standard Fee** \$9.00

**Service Fee** \$3.00

**\*Total Fees** \$12.00

**\*These fees are estimates and may change, pending approval by the County Recorder.**

## Decision

**Action** ☒ Resubmit ☐ Delete

**Comments**

You have **255** characters remaining

**Submit**

**Cancel**

# 2021/2022 Development Road Map

- Complete E-Submission Recorders Interface
  - Re-Stamping
  - Reports
  - Image management
    - Separate Image Service
    - Image Source/Type Identification
    - Image Conversion Processing
    - Recording Stamp Size/Margin Rules
  - Lock Functions
  - Rejection Reasons
  - ESS/SysAdmin Functions
    - Artifact Removal (Recordable Options, Groundwater Hazard Options)
    - Notification Messages
    - Stamp Information
    - Welcome Message Edits
    - Reports
    - \*CRM Integration
- Submitter Interface
  - Submission Interface
  - Image Management
    - Compliance/Conversion Check
    - Enhancement Tools
  - Search (Parallel)
  - Admin
    - Maintain Users
    - Maintain Payment Info
  - Reports
  - Welcome Message Edits
- Payment Application – Related To E-Submission
  - Update Application Infrastructure
  - Reports Transaction Reports/QB Reports
  - Remove Unused Artifacts
  - Maintain Users
  - Maintain Service Fees/Tiers/Returns
  - BOA API NACHA Integration
- Portal Legacy Modification
  - Search Constraints – One County At A Time (Discontinue Multi-County Searches)
  - Search Constraints – Enforce 120 Document Views/Downloads Per Day Limit Per User
  - Disable Self Registration – Research/Set Up User Identification System
  - Remove Unused Application Artifacts
  - Research Alternative Search Algorithms
- Search Engine Application (RFQ – Subject To Legislative Action)
  - Update Application Infrastructure

## Chapter 7

### Terms of Use and Privacy Policies

#### **ESS – 7.1 Definitions.**

(Iowa Code Section 331.604, 3(a))

As used in this Chapter:

**Abandoned Documents** – Any number of associated E-Submission documents within an E-Submission group which have not been submitted or completed within 30 days after the creation of the E-Submission group.

**Internet Protocol Address (IP address)** – A numerical label assigned to each device (e.g., computer, printer) participating in a computer network that uses the Internet Protocol for communication.

**Iowa Land Records Portal** – The county land record information web site for searching and retrieving information about recorded documents and related services. The web site address is <http://iowalandrecords.org/portal>.

**Iowa Land Records E-Submission Service** – The county land record information web site for submitting documents to Iowa counties for recording. The web site address is <https://iowalandrecords.org/esubmission>.

**Site Administrator** – The Electronic Services System Project Manager, or a designated employee of the Iowa County Recorders Association working in service to the Electronic Services System.

Section 7.1 revised 10.10.12.

Section 7.1 revised 11.14.12.

#### **ESS – 7.2 Authority and Purpose.**

(Iowa Code Section 331.604, 3(a))

7.2(1) The Electronic Services System (ESS) is required to implement electronic recording in each county, and to maintain a statewide internet web site to provide electronic access to records and information. In order to ensure the successful operation of the county land record information system and to fulfill the requirements of Iowa law concerning the handling of personally identifiable information, it is necessary to establish and publish appropriate Terms of Use and Privacy policies. These policies apply to all persons and organizations that access information or engage in electronic recording activities at web sites published by the Electronic Services System and the county land record information system.

### **ESS – 7.3 Iowa Land Records Portal Terms of Use.**

(Iowa Code Section 331.604, 3(a))

#### **Terms of Use - Disclaimer**

The information contained herein is provided as a service to the public for informational purposes only and no representation is made as to its accuracy or fitness for any particular purpose. The Iowa Land Records system, or the County Land Record Information System, is not intended to replace a search of the official records maintained in by the office of the County Recorder. The Electronic Services System and its agents hereby disclaim any and all liability from or related to the use of the information contained in the Iowa Land Records system, or the County Land Record Information System. Under Iowa law, the Electronic Services System is the sole owner of its compiled and developed information. None of the materials contained on this site or any part thereof, including any information, products and/or software related to the materials, may be compiled, bundled, grouped, reproduced, shared, transmitted, transcribed, stored in a retrieval system, or translated into any language in any form by any means without the express written permission of the Electronic Services System. Users of this site are granted a limited license to access the materials made available on this site. No user or any other party is permitted to sell, share, transfer, loan, license or market the materials or to engage in any similar transaction related to the materials contained on this site to any extent under any circumstances. The Electronic Services System provides any and all materials and other information and/or software distributed on this site “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Electronic Services System be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Electronic Services System may revise the Terms of Use of its site from time to time without notices other than posting on its site.

The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Electronic Services System shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this website.

As a registered user or unregistered user of [iowalandrecords.org/portal](http://iowalandrecords.org/portal) and related extensions, you acknowledge and agree that any reliance on or use by you of any information available on this website shall be entirely at your own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from

the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

If you are a registered user of the Iowa Land Records system at [iowalandrecords.org/portal](http://iowalandrecords.org/portal), you shall maintain accurate user account information concerning your identity including your first and last name, company name if applicable, occupation, mailing address, e-mail address and telephone number. If the user account information is not maintained or if the information is inaccurate, or if your user account is deemed inactive by a Site Administrator, your user account(s) will be deactivated and you will no longer be permitted to access detailed information about documents posted at [iowalandrecords.org/portal](http://iowalandrecords.org/portal).

If you are a registered user of the Iowa Land Records system at [iowalandrecords.org/portal](http://iowalandrecords.org/portal), you acknowledge and agree that e-mail is an acceptable means of communication with you, and you agree to accept e-mails from either [iowalandrecords.org](http://iowalandrecords.org) or [clris.com](http://clris.com) and shall not block e-mails originating from these sources. Newsletters and service announcements are delivered through a recognized third-party service provider - [exacttarget.com](http://exacttarget.com), and communications from this source shall also be accepted.

If you wish to participate in a web conference or other event hosted by the Iowa Land Records system, you shall provide accurate information concerning your identity including but not limited to your first and last name. If the information is not accurate or if the information is incomplete (such as providing a first name only), then you will not be permitted to have access to the conference or event.

The Iowa Land Records newsletter and other communications distributed by e-mail will comply with the requirements of the CAN-SPAM Act, and you may submit a request to "opt-out" of the e-mail distribution list. However, if you submit an opt-out request to Iowa Land Records concerning any newsletter, service announcement or other communication distributed via e-mail, or if we are unable to communicate with you via e-mail for any reason, your user account(s) will be deactivated and you will no longer be permitted to access detailed information about documents posted at [iowalandrecords.org/portal](http://iowalandrecords.org/portal). If you have a question or comment about this policy, please send an inquiry by email to [support@clris.com](mailto:support@clris.com).

#### No Unlawful or Prohibited Use

As a condition of your use of the [iowalandrecords.org/portal](http://iowalandrecords.org/portal) and related extensions (site), you will not use the site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the site in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of the site. The maximum number of document details and/or document images which may be viewed or downloaded by an individual user shall not exceed 120 documents per

day, except when authorized by a site administrator. Permission to view more than 120 documents per day may be granted to known, trusted registered users on a case by case basis. Such permission may be revoked by a site administrator for any reason.

You may not attempt to gain unauthorized access to the site, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the services or information provided, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the site. Access to the site through an IP address located outside of the United States is prohibited except when authorized by a site administrator. Permission for access through foreign IP addresses may be granted to known, trusted registered users on a case by case basis. Such permission may be revoked by a site administrator for any reason. Illegal and/or unauthorized uses of the site, including, but not limited to, unauthorized framing of or linking to the site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

If you violate these Terms of Use, the Electronic Services System may terminate your use of the Site, bar you from future use of the Site and/or take appropriate legal action against you. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Use. Any and all litigation or actions commenced in connection with this agreement, including after expiration or termination of this agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

#### Historical Index and Images

The Iowa Land Record indexes have been replicated from the official indexes in each county. The Iowa Land Record images have been replicated from the official image systems in each county. In some cases, the indexes and images have been modified to comply with standards established by the Electronic Services System including standards for document types, a standard format for party names, and a standard document image format. The County Recorder indexes and images are the official indexes and images in any and all cases where there is an inconsistency.

As provided in Section 331.606A (Iowa Code), Iowa Land Records and the Electronic Services System have implemented a system for redacting personally identifiable information from document images. "Personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name:

- (1) Social security number.
- (2) Checking, savings, or share account number, credit, debit, or charge card number.

Driver license information is also being redacted from document images.

Every reasonable measure is taken to redact personally identifiable information from document images before they are posted for public access through Iowa Land Records. However, no redaction system has been shown to be completely accurate. Because it is possible that some personally identifiable information may be unintentionally visible in a document image, all users of the site have the responsibility to help protect the privacy of persons whose records may be displayed.

Any personally identifiable information which may be found on any image posted on this web site is considered to be confidential. In the event that you discover any personally identifiable information posted on the Iowa Land Records system, as a condition for being a user of the site, you have the responsibility to immediately notify Iowa Land Records so that the information can be restricted or redacted. Additionally, each user of the site is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found. Personally identifiable information may be reported by using the “PII button” located on a search results page on the site, or by sending a message to [support@clris.com](mailto:support@clris.com).”

#### Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in this material may or may not be registered trademarks or copyrights of their respective companies.

#### Links to External Sites

Iowa Land Records includes links to web sites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other sites and is not responsible for the contents of any site outside of the [iowalandrecords.org](http://iowalandrecords.org) domain, any domain contained in a linked site, or any changes or updates to such sites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

The Iowa Land Records website is configured to operate with various web browsers including Microsoft Edge, Firefox and Google Chrome. Users should send an inquiry by email to [support@clris.com](mailto:support@clris.com) concerning any compatibility issues with web browsers. Internet Explorer is not recommended. Users are advised to install the most recent updates to Adobe Acrobat Reader.

## Copyright Notice

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Any and all rights not expressly granted herein are reserved in their entirety. If you have a question or comment concerning this web site, please send an inquiry by email to [support@clris.com](mailto:support@clris.com).

Section 7.3 revised 10.10.12.

Section 7.3 revised 4.10.13.

Section 7.3 revised 11.8.18.

## **ESS – 7.4 Iowa Land Records Portal Privacy Policy.**

(Iowa Code Section 331.604, 3(a))

### Privacy Notice

Iowa Land Records knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly. This notice describes our privacy policy. By visiting Iowa Land Records ([iowalandrecords.org](http://iowalandrecords.org) or related sites), you are accepting the practices described in this Privacy Notice.

### What Personal Information About Registered Users and Customers Does Iowa Land Records Gather?

The information we learn from customers helps us personalize and continually improve your experience at Iowa Land Records. Here are the types of information we gather.

- **Information You Give Us:** We receive and store any information you enter on the Site or give us in any other way. You provide most such information when you register. You can choose not to provide certain information, but then you might not be able to take advantage of many features of the Site. We use the information that you provide for such purposes as responding to your requests, customizing future services for you, communicating with you, and generally monitoring the use of the web site and system. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform. During some visits we may use software tools such as JavaScript to measure and collect session information, including information about search activities.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use

"cookies," and we obtain certain types of information when your Web browser accesses Iowa Land Records.

- **E-mail Communications:** To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from Iowa Land Records if your computer supports such capabilities.
- **Information from Other Sources:** We might receive information about you from other sources and add it to our account information. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties which we use to correct our records, or credit history information from credit bureaus, which we may use to help prevent and detect fraud.

#### Does Iowa Land Records Share the Information It Receives?

Information about our registered users and customers is important to us, and we are not in the business of selling it to others. We share customer information only as described below.

- **Agents:** We employ other companies, organizations and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit/debit card payments, and providing customer service. They have access to customer and user information needed to perform their functions, but may not use it for other purposes.
- **Protection of Iowa Land Records and Others:** We release account and other customer and user information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of Iowa Land Records, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers or users for commercial purposes in violation of the commitments set forth in this Privacy Notice.
- **With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

**How Secure Is Information About Me?** We work to protect the security of your information. It is important for you to protect against unauthorized access to your

password and to your computer. Be sure to sign off when finished using a shared computer.

### Which Information Can I Access?

Iowa Land Records gives you access to a range of information about your account and your interactions with Iowa Land Records for the limited purpose of viewing and, in certain cases, updating that information.

### What Choices Do I Have?

As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of some Iowa Land Records features. You can add or update certain information about your account. When you update information, we may keep a copy of the prior version for our records.

### Terms of Use, Notices, and Revisions

If you choose to visit Iowa Land Records, your visit and any dispute over privacy is subject to this Notice and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the laws of the State of Iowa. If you have any concern about privacy at Iowa Land Records, please contact us with a thorough description, and we will try to resolve it.

Our activities and services change constantly, and our Privacy Notice and the Terms of Use will change also. We may e-mail periodic reminders of our notices and conditions, but you should check the Site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

### Privacy Policy Scope

This Privacy Notice addresses the handling of information about registered users and customers of the Iowa Land Records portal ([iowalandrecords.org](http://iowalandrecords.org) and related Sites). These policies do not address privacy issues concerning personally identifiable information which may be embedded within document images. See Section 331.606A (Iowa Code). Policies relating to personally identifiable information are incorporated within the Terms of Use section..

Section 7.4 revised 11.8.18.

## **ESS – 7.5 Iowa Land Records E-Submission Service Terms of Use.**

(Iowa Code Section 331.604, 3(a))

### **Terms of Use**

Each registered organization and user represents and warrants that he/she agrees that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each registered organization and user agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction. Organizations and users agree that a County Recorder or other designee may correct any index information submitted which may be in error or which may require clarification. Organizations and users agree that the Iowa Land Records E-Submission Service or a Site Administrator may modify the format or scale of a scanned or rendered electronic document, without altering the content of the electronic document, in order to conform to standards established by the Electronic Services System. Organizations and users agree that a County Recorder or a Site Administrator may delete or otherwise remove Abandoned Documents from the Iowa Land Records Electronic Submission Service. Organizations and users agree that they are responsible for assuring that documents submitted through the Iowa Land Records Electronic Submission Service are valid and comply with all requirements for recording. Organizations and users accept and agree to make payment of due and proper recording and related online service fees through the payment services system specified by the Iowa Land Records Electronic Submission Service, and further agree that the Iowa Land Records Electronic Submission Service may suspend services for failure to make payment or to maintain current payment information as required.

A registered organization or user, when acting as a Surveyor Company or Surveyor as defined in Section 3.1, shall comply with the minimum standards for property surveys as described in Section 193C, Chapter 11 of the Iowa Administrative Code, and with the code of professional conduct as described in Section 193C, Chapter 8 of the Iowa Administrative Code. A Surveyor Company or Surveyor shall, when submitting corner certificates or surveys and plats as electronic documents for recording, comply with the requirements for surveys and plats as specified in Section 3.13 (6-7) of the ESS Policies and Procedures, and with the electronic document formatting requirements specified in Section 5.4 of the ESS Policies and Procedures. Additionally, a registered organization or user acting as a Surveyor Company or Surveyor shall ensure that any survey or plat has been reviewed and approved by any city or county jurisdiction, when such review and approval is required, prior to submitting the survey or plat through the Iowa Land Records E-Submission Service.

Each participating county and county recorder represents and warrants that he/she agrees that the user identification and authentication procedures implemented by

the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each participating county and county recorder agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction.

The Electronic Services System provides any and all materials and other information and/or software distributed on this site "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Electronic Services System be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Electronic Services System may revise the terms of use of its site from time to time without notice other than posting on its site. The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Electronic Services System shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this website.

As a registered user of the Iowa Land Records E-Submission Service at [iowalandrecords.org/esubmission](http://iowalandrecords.org/esubmission), you acknowledge and agree that any reliance on or use by you of any information available on this website shall be entirely at your own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

#### No Unlawful or Prohibited Use

As a condition of your use of the Iowa Land Records E-Submission Service, you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Iowa Land Records E-Submission Service in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain

any materials or information through any means not intentionally made available through the Services. Illegal and/or unauthorized uses of the Site, including, but not limited to, unauthorized framing of or linking to the Site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. If you violate these Terms of Use, Electronic Services System may terminate your use of the Site, bar you from future use of the Site and/or take appropriate legal action against you. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Use. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

#### Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in this material may or may not be registered trademarks or copyrights of their respective companies.

#### Links to External Sites

Iowa Land Records includes links to web sites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other sites and is not responsible for the contents of any site outside of the Iowa Land Records E-Submission Service ([iowalandrecords.org](http://iowalandrecords.org)) or any domain contained in a linked site, or any changes or updates to such sites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

#### Copyright Notice

Copyright [date] Electronic Services System, 8711 Windsor Parkway Suite 2, Johnston, IA 50131.

For more information send an inquiry by email to [support@clris.com](mailto:support@clris.com). Any and all rights not expressly granted herein are reserved in their entirety. Contact [support@clris.com](mailto:support@clris.com) if you have any questions or problems with this site.

Section 7.5 revised 10.10.12.

Section 7.5 revised 11.14.12.

Section 7.5 revised 8.9.16.

Section 7.4 revised 11.8.18.

## **ESS – 7.6 Iowa Land Records E-Submission Service Privacy Policy.**

(Iowa Code Section 331.604, 3(a))

### **Privacy Notice**

The Iowa Land Records E-Submission Service knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly. This notice describes our privacy policy. By using the Iowa Land Records E-Submission Service, you are accepting the practices described in this Privacy Notice.

**What Personal Information About Customers Does the Iowa Land Records E-Submission Service Gather?** The information we learn from customers helps us personalize and continually improve services. Here are the types of information we gather.

- **Information You Give Us:** We receive and store any information you enter on our Web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future services for you, and communicating with you.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your Web browser accesses the Iowa Land Records E-Submission Service.
- **E-mail Communications:** To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the Iowa Land Records E-Submission Service if your computer supports such capabilities.
- **Information from Other Sources:** We might receive information about you from other sources and add it to our account information.

**Does Iowa Land Records Share the Information It Receives?** Information about our customers is important to us, and we are not in the business of selling it to others. We share customer information only as described below.

- **Agents:** We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

- **Protection of the Iowa Land Records E-Submission Service and Others:** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of the Iowa Land Records E-Submission Service, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Privacy Notice.
- **With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

**How Secure Is Information About Me?** We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last four digits of your credit card numbers when confirming account activity. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

**Which Information Can I Access?** The Iowa Land Records E-Submission Service gives you access to a broad range of information about your account and your interactions with the Iowa Land Records E-Submission Service for the limited purpose of viewing and, in certain cases, updating that information.

**What Choices Do I Have?** As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of some the Iowa Land Records E-Submission Service features. You can add or update certain information about your account. When you update information, we usually keep a copy of the prior version for our records.

**Terms of Use, Notices, and Revisions.** If you choose to use the Iowa Land Records E-Submission Service, your activity and any dispute over privacy is subject to this Notice and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the law of the State of Iowa. If you have any concern about privacy at the Iowa Land Records E-Submission Service, please contact us with a thorough description, and we will try to resolve it.

Our activities and services change constantly, and our Privacy Notice and the Terms of Use will change also. We may e-mail periodic reminders of our notices and conditions, but you should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all

information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

**Information You Give Us.** You provide most such information when you register, set up a payment account, or communicate with customer service. For example, you provide information when you communicate with us by phone or e-mail, or when you complete a questionnaire. As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; e-mail addresses; and financial information.

**Automatic Information.** Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform; and account history. During some visits we may use software tools such as JavaScript to measure and collect session information, including transaction activities.

**Information from Other Sources.** Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties, which we use to correct our records; account information, purchase information, and credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

**Information You Can Access.** Examples of information you can access easily at the Iowa Land Records E-Submission Service include up-to-date information regarding recent account activity; and personally identifiable information (including name, e-mail, password; payment settings (including credit card information and account balances)).

Section 7.6 revised 11.8.18.

# House File 527 - Introduced

HOUSE FILE 527  
BY COMMITTEE ON LOCAL  
GOVERNMENT

(SUCCESSOR TO HSB 96)

## A BILL FOR

1 An Act relating to the authority of county boards of  
2 supervisors to amend an agreement between the counties to  
3 implement the county land record information system.  
4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 331.604, subsection 3, Code 2021, is  
 2 amended by adding the following new paragraph:  
 3 NEW PARAGRAPH. *f.* The county land record information system  
 4 agreement may be amended by a vote of the boards of supervisors  
 5 on behalf of the respective county recorders, pursuant  
 6 to the terms of the agreement, to provide for the ongoing  
 7 implementation of the county land record information system.  
 8 As used in this paragraph, "*county land record information*  
 9 *system agreement*" means the agreement entered under chapter 28E  
 10 between the counties as required by 2005 Iowa Acts, ch. 179,  
 11 §101, as amended by this Act.

12 Sec. 2. 2005 Iowa Acts, chapter 179, section 101, subsection  
 13 1, is amended to read as follows:

14 1. The board of supervisors of each county, on behalf of  
 15 each county recorder, shall execute a chapter 28E agreement  
 16 with the ~~Iowa county recorders association~~ other counties  
 17 for the implementation of the county land record information  
 18 system. ~~Such agreement shall require the Iowa county recorders~~  
 19 ~~association to execute contracts necessary for implementation~~  
 20 ~~of the county land record information system. The Iowa county~~  
 21 ~~recorders association shall submit to the general assembly on~~  
 22 ~~or before November 1, 2005, a long-range business plan for~~  
 23 ~~implementing and maintaining the county land record information~~  
 24 ~~system, including a plan for integrating the system with~~  
 25 ~~electronic government and internet applications of other~~  
 26 ~~governmental entities.~~

27 EXPLANATION

28 The inclusion of this explanation does not constitute agreement with  
 29 the explanation's substance by the members of the general assembly.

30 This bill relates to the authority of the county boards  
 31 of supervisors to amend the county land record information  
 32 system agreement. Current law requires each county to enter  
 33 into an agreement under Code chapter 28E with the Iowa county  
 34 recorders association in order to implement the county land  
 35 record information system. The bill grants the county boards

1 of supervisors, on behalf of the respective county recorders,  
2 the authority to amend the county land record information  
3 system agreement as necessary to provide for the ongoing  
4 implementation of the county land record information system.  
5 The bill amends 2005 Iowa Acts, chapter 179, section 101,  
6 subsection 1, to remove the Iowa county recorders association  
7 as a party to the required agreement. The bill defines the  
8 term "county land record information system agreement".

## AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

**WHEREAS**, the Iowa County Recorders Association (hereinafter referred to as “Association”) and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

**WHEREAS**, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

**WHEREAS**, the Association and each participating county have been instrumental in creating and expanding the public’s access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

**WHEREAS**, the Electronic Services System has efficiently and successfully; and

**WHEREAS**, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Association; and

**WHEREAS**, HF 882 (2005 acts) has been amended to allow the Electronic Services System to contract directly for services thereby eliminating the financial liability of the Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

**WHEREAS**, in accordance with recent amendments by the Iowa legislature the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process make certain modifications to create further efficiencies in governance and frequency of meetings of the govern board; and

**NOW THEREFORE**, the undersigned counties and the Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land records information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.
2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2020) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
  - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
  - b. To provide Iowa counties with an electronic services system for other services provided through the Office of the County Recorder;
  - c. To provide Iowa counties with an electronic services system for other services subject to the approval of the Board of Directors of an affiliate of the Iowa State Association of Counties, other local government association or other public or private organization;
  - d. To contract with any public or private entity to provide all necessary services;
  - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
  - f. To establish a system of accounting and budgeting, and a system for receiving payments;
  - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
  - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
  - i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and the county land record information system.
  - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
  - k. Establish subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee.
  - l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
  - m. Adopt a corporate seal and alter the seal at its pleasure.

- n. To issue debt as it deems necessary to fulfill its purposes.
  - o. Execute all powers conferred in chapter 28E of the Iowa Code (2020) and as subsequently amended from time to time.
3. **DURATION.** This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2020). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.
4. **GOVERNING BOARD.** The Electronic Services System shall be governed by the Committee known as the ESS Coordinating Committee.
- a. **Composition of Committee.** Initially the Committee shall consist of 12 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Records Association Executive Board.
  - b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
    - i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Records Association.
    - ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
    - iii. One County Recorder who is a member of the Iowa County Records Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.
  - c. Members of the Coordinating Committee shall also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. These members shall be qualified as follows:
    - i. One representative of Iowa financial institutions including banks, credit unions or mortgage companies.
    - ii. One member who is representative of professionals active in the practice of real estate law.
    - iii. One member who is representative of professionals in abstracting and land title management.
    - iv. One member who is representative of the Iowa County Information Technology group, an affiliate of the Iowa State Association of Counties.
    - v. One member who is representative of professional realtors or brokers.
    - vi. One member who is representative of professional and licensed land surveyors.
  - d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Records Association Executive Board. In the event the Iowa County Records Association Executive Board does not ratify the change in composition of the Committee within 30 days of adoption of the resolution by the Committee, any such change shall be considered defeated.

## **5. VOTING**

- a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters.
- b. Committee members may participate and via electronic means including teleconference, web conference, or electronic mail.
- c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

## **6. OFFICERS**

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.
- e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by the Nominating Committee, must receive a second in order to be considered a candidate and voted on for office.
- f. Each officer shall hold office until his or her successor has been duly elected.

Alternates shall not be eligible to serve as officers. Each of the officers shall be from different Participating Communities. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

**7. MEETINGS.**

- a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in December of each year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.
- b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or ~~and~~ shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.
- c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.
- d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

- 8. POLICIES AND PROCEDURES.** The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Article III, Section 5 hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

- 9. DUTIES.** The Electronic Services System shall have the following duties.

- a. To execute contracts necessary for implementation of the county land record information system as required by law.
- b. To adopt Policies and Procedures for the county land record information system and other public services.
- c. To maintain the county land records information system website(s)

- d. To integrate land record information managed by county recorders with other information systems as practicable
  - e. To implement processes for redacting personally identifiable information contained in electronic documents which are displayed for public access or transferred to another person
  - f. To establish standards for recording, processing and archiving ~~electronic~~ documents and records
  - g. To expand access to records by encouraging electronic indexing and scanning of documents recorded in prior years
10. **BUDGET.** The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.
- The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each fiscal year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.
11. **FUNDING.** ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any recording fee established for these purposes as specified or authorized in the Iowa Code, any transaction service or user fees, and other sources deemed appropriate by the Electronic Services System and its members to be charged to those utilizing the services or data.
12. **ADDITIONAL MEMBERSHIP.** After June 30, 2021, any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2020), with a copy of the filed and recorded Agreement to be provided to Electronic Services System Coordinating Committee and the new member county.
13. **WITHDRAWAL.** Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the Electronic Services System Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.
14. **STANDARDS.** Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the Electronic Services System Coordinating Committee.
15. **AMENDMENTS.** This Agreement may be amended by motion of the Electronic Services System Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so

by motion and return to Electronic Services System Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2019).

**16. NON-LIABILITY.** ESS is a public agency. The Electronic Services System Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The Electronic Services System Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.

**17. THIRD PARTY BENEFIT.** Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.

**18. TERMINATION.** If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the Electronic Services System Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to Electronic Services System Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2020).

**19. DISPOSITION OF ASSETS.** The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.

**20. SEVERABILITY.** If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.

DRAFT

## Attachment A – ESS Membership

| County      | Date     | Book | Page          | Reference No. |
|-------------|----------|------|---------------|---------------|
| Adair       | 9/15/20  | 535  | 14            | 2005-1670     |
| Adams       | 8/30/20  | 101  | 704           |               |
| Allamakee   | 9/7/20   | 2005 | 2290          | 2290          |
| Appanoose   | 10/3/20  | 2005 | 2258          | 2258          |
| Audubon     | 9/6/20   |      |               | 05-0112       |
| Benton      | 1/20/06  |      |               | 06-0348       |
| Black Hawk  | 9/1/20   |      |               | 200600005959  |
| Boone       | 9/6/20   | 2005 | 5309          | 55039         |
| Bremer      | 8/31/20  | 2005 | 4097          | 20054094      |
| Buchanan    | 12/5/05  |      |               | 2005R004417   |
| Buena Vista | 9/7/05   |      |               | 53001         |
| Butler      | 10/20/05 |      |               | 2005-4484     |
| Calhoun     | 10/7/05  |      |               | 2005-1545     |
| Carroll     | 10/7/05  | 2005 | 3416          |               |
| Cass        | 8/21/05  | 2005 | 1987          |               |
| Cedar       | 8/29/05  | 749  | 64            | 2005 3601     |
| Cerro Gordo | 7/7/05   |      |               | 2005-201      |
| Cherokee    | 9/7/05   | 2005 | 3349          | 2005 3349     |
| Chickasaw   | 9/16/05  |      |               | 2005-2036     |
| Clarke      | 9/7/05   | 96   | 442           | 52320         |
| Clay        | 9/30/05  | 2005 | 3349          | 2005 3349     |
| Clayton     | 8/31/05  | 1    | 256           |               |
| Clinton     | 9/12/05  |      |               | 7742-05       |
| Crawford    | 9/6/05   | 2005 | 2368          |               |
| Dallas      | 9/15/05  | 2005 | 15390         |               |
| Davis       | 9/12/05  | 2005 | 1246          |               |
| Decatur     | 8/30/05  | 2005 | 1475          |               |
| Delaware    | 9/7/05   | 2005 | 3194          |               |
| Des Moines  | 9/8/05   |      | 2005-005549   |               |
| Dickinson   | 9/21/05  | 5    | 6610          |               |
| Dubuque     | 9/14/05  |      | 2005-00014977 |               |
| Emmet       | 9/6/05   |      | 2005-01770    |               |
| Fayette     | 9/6/05   | 2005 | 2904          | 2005 2904     |
| Floyd       | 10/11/05 | 2005 | 2623          |               |
| Franklin    | 9/12/05  |      |               | 20052181      |
| Fremont     | 8/30/05  | 2005 | 1403          | 20051403      |
| Greene      | 9/12/05  |      |               | 2005-1816     |
| Grundy      | 9/5/05   | 2005 | 2461          |               |

|               |          |       |      |               |
|---------------|----------|-------|------|---------------|
| Guthrie       | 9/14/05  | 2005  | 2761 |               |
| Hancock       | 9/7/05   |       |      | 15462         |
| Hardin        | 8/31/05  | 2005  | 3056 | 3056          |
| Harrison      | 9/8/05   | 2005  | 2970 | 2970          |
| Henry         | 9/21/05  |       |      | 05-06610      |
| Howard        | 9/6/05   | 23    | 173  | 2005-4007     |
| Humboldt      | 8/30/05  |       |      | 51923         |
| Ida           | 9/1/05   | 5A    | 85   | 05 1167       |
| Iowa          | 9/23/05  | 755   | 91   | 2005 1145     |
| Jackson       | 9/7/05   | 2005  | 3622 |               |
| Jasper        | 9/22/05  |       |      | 05-07860      |
| Jefferson     |          |       |      | not recorded  |
| Johnson       | 9/15/05  |       |      |               |
| Jones         | 8/30/05  |       |      | 2005 3077     |
| Keokuk        | 8/30/05  | 2005  | 1650 |               |
| Kossuth       | 9/23/05  | 2005  | 3426 | 2005 3426     |
| Lee           | 09/06/05 | 0N    | 2658 | 2005 2658     |
| Linn          | 9/25/05  | 6133  | 379  |               |
| Louisa        | 9/13/05  | 644   | 175  | 459           |
| Lucas         | 9/14/05  | A14   | 965  | 50443         |
| Lyon          | 9/16/05  | 2005  | 2354 | 2005 2354     |
| Madison       | 1/4/06   | 2006  | 54   | 2006 54       |
| Mahaska       | 9/14/05  |       |      | 2005-3533     |
| Marion        | 10/3/05  | 2005  | 6122 | 1542176       |
| Marshall      | 9/6/05   |       |      | 2005-00006378 |
| Mills         | 9/7/05   | 353   | 569  | 3431          |
| Mitchell      | 9/6/05   |       |      | 2005 001665   |
| Monona        | 8/30/05  | 41    | 200  | 05-1558       |
| Monroe        | 9/8/05   | 2005  | 1491 | 1491          |
| Montgomery    | 9/29/05  | 288   | 676  |               |
| Muscatine     | 09/31/05 |       |      | 2005-06612    |
| O'Brien       | 9/12/05  |       |      | 2005-2266     |
| Osceola       | 9/15/05  | 2005  | 1382 | 20051382      |
| Page          | 9/6/05   | 2005  | 2264 |               |
| Palo Alto     | 8/30/05  | 2005  | 1173 |               |
| Plymouth      | 9/13/05  | 2005  | 4417 | 2005 4417     |
| Pocahontas    | 8/30/05  | 2005  | 1173 |               |
| Polk          | 4/5/06   | 11595 | 65   | 2006-00093755 |
| Pottawattamie | 9/21/05  | 106   | 5949 | 106-0549      |
| Poweshiek     | 10/3/05  | 721   | 426  | 3628          |
| Ringgold      | 8/30/05  | 310   | 443  | 1204          |
| Sac           | 9/13/05  |       |      | 52048         |
| Scott         | 9/9/05   |       |      | 200500030241  |

|            |         |      |      |               |
|------------|---------|------|------|---------------|
| Shelby     | 9/6/05  |      |      | 2413-05       |
| Sioux      | 8/30/05 | 2005 | 4913 | 4913          |
| Story      | 9/8/05  |      |      | 2005-00011251 |
| Tama       | 9/6/05  | 41   | 60   |               |
| Taylor     | 10/6/05 | 97   | 61   | 450           |
| Union      | 9/28/05 | 831  | 39   | 2487          |
| Van Buren  | 10/3/05 | 38   | 837  |               |
| Wapello    | 9/16/05 | 2005 | 5163 | 2005 5163     |
| Warren     | 9/7/05  | 2005 | 9880 |               |
| Washington | 8/31/05 | 2005 | 3808 | 697005        |
| Wayne      | 9/8/05  | 26   | 262  | 05-1802       |
| Webster    | 8/30/05 |      |      | 2005-5280     |
| Winnebago  | 8/30/05 |      |      | 51598         |
| Winneshiek | 9/29/05 | 2005 | 4058 | 2005 4058     |
| Woodbury   | 10/2/05 | 679  | 7101 | 6637          |
| Worth      | 8/29/05 |      |      | 20052060      |
| Wright     | 9/13/05 |      |      | 2563          |

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

28E AGREEMENT  
ELECTRONIC SERVICES SYSTEM

\_\_\_\_\_  
Deb Kupka  
Chair, Electronic Services System

Date \_\_\_\_\_

STATE OF IOWA       )  
                                  ) ss  
COUNTY OF POLK    )

I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.

\_\_\_\_\_  
Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in the State of Iowa  
Name of Notary \_\_\_\_\_

(SEAL)

28E AGREEMENT  
ELECTRONIC SERVICES SYSTEM

\_\_\_\_\_ County, Iowa

By: \_\_\_\_\_

Date \_\_\_\_\_

Chairperson \_\_\_\_\_ County Board of Supervisors

(SEAL)

ATTEST:

\_\_\_\_\_  
County Auditor

STATE OF IOWA                    )  
                                          ) ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of \_\_\_\_\_ County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of \_\_\_\_\_ County by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
Name of Notary \_\_\_\_\_

(SEAL)

# House File 837 - Reprinted

HOUSE FILE 837

BY COMMITTEE ON WAYS AND MEANS

(SUCCESSOR TO HF 520)

(SUCCESSOR TO HSB 97)

(COMPANION TO SF 441 BY

COMMITTEE ON LOCAL GOVERNMENT)

(As Amended and Passed by the House March 25, 2021)

## A BILL FOR

- 1 An Act relating to the use of fees collected by a county
- 2 recorder or governing board of the county land record
- 3 information system for processing and recording instruments.
- 4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 331.604, subsection 3, paragraph b, Code  
2 2021, is amended to read as follows:

3 ~~b. (1) For the period beginning July 1, 2004, and ending~~  
4 ~~June 30, 2009, the county recorder shall also collect a fee of~~  
5 ~~one dollar for each recorded transaction, regardless of the~~  
6 ~~number of pages, for which a fee is paid pursuant to subsection~~  
7 ~~1 to be used for the purpose set forth in paragraph "d".~~

8 ~~(2) For the period beginning July 1, 2009, and ending~~  
9 ~~June 30, 2011, the recorder shall also collect a fee of three~~  
10 ~~dollars for each recorded transaction, regardless of the number~~  
11 ~~of pages, for which a fee is paid pursuant to subsection 1 to be~~  
12 ~~used for the following purposes:~~

13 ~~(a) Maintaining the statewide internet site and the county~~  
14 ~~land record information system.~~

15 ~~(b) Integrating information contained in documents and~~  
16 ~~records maintained by the recorder and other land record~~  
17 ~~information from other sources with the county land record~~  
18 ~~information system.~~

19 ~~(c) Implementing and maintaining a process for redacting~~  
20 ~~personally identifiable information contained in electronic~~  
21 ~~documents that are displayed for public access through an~~  
22 ~~internet site or that are transferred to another person.~~

23 ~~(3) Beginning July 1, 2011, the The recorder shall also~~  
24 ~~collect a fee of one dollar for each recorded transaction,~~  
25 ~~regardless of the number of pages, for which a fee is paid~~  
26 ~~pursuant to subsection 1 to be used for the purposes in~~  
27 ~~subparagraph (2) and for the following purposes:~~

28 ~~(a) Establishing and implementing standards for recording,~~  
29 ~~processing, and archiving electronic documents and records.~~

30 ~~(b) Expanding access to records by encouraging electronic~~  
31 ~~indexing and scanning of documents and instruments recorded in~~  
32 ~~prior years.~~

33 (b) Maintaining the statewide internet site and the county  
34 land record information system.

35 (c) Integrating information contained in documents and

1 records maintained by the recorder and other land record  
 2 information from other sources with the county land record  
 3 information system.

4 (d) Implementing and maintaining a process for redacting  
 5 personally identifiable information contained in electronic  
 6 documents that are displayed for public access through an  
 7 internet site or that are transferred to another person.

8 ~~(4)~~ (2) ~~Notwithstanding subparagraph (2), the~~ The fee  
 9 collected by the recorder under this subsection for recording  
 10 a plat of survey is one dollar, regardless of the number of  
 11 pages. For purposes of this subparagraph, "*plat of survey*"  
 12 means the same as defined in section 355.1, subsection 9.

13 ~~(5)~~ (3) Fees collected in excess of the amount needed  
 14 for the purposes specified in this subsection shall be used  
 15 by the county land record information system to reduce or  
 16 eliminate service fees for electronic submission of documents  
 17 and instruments.

18 Sec. 2. Section 331.605B, subsection 2, Code 2021, is  
 19 amended by striking the subsection and inserting in lieu  
 20 thereof the following:

21 2. A recorder or the governing board of the county land  
 22 record information system shall collect only statutorily  
 23 authorized fees for land records management. The governing  
 24 board of the county land record information system shall not  
 25 collect a fee for viewing, accessing, or printing documents in  
 26 the county land record information system unless specifically  
 27 authorized by statute. The governing board of the county land  
 28 record information system may collect a fee of not more than  
 29 three dollars per recorded document for using the system to  
 30 process electronic documents for recording. An additional  
 31 service charge may be added for credit or debit card payments.  
 32 Fees collected for the processing of electronic documents for  
 33 recording may be used for the purposes specified in section  
 34 331.604 and other purposes including but not limited to  
 35 development, operation, and maintenance of the county land

1 record information system and internet sites, systems for  
2 electronic filing for recording, associated payment systems,  
3 security systems, the land records databases, methods for  
4 searching the databases, processes for the redaction of  
5 personally identifiable information posted for public online  
6 access, and processes for the integration of land records  
7 information with other property information systems.

# Senate File 541 - Introduced

SENATE FILE 541  
BY COMMITTEE ON STATE  
GOVERNMENT

(SUCCESSOR TO SF 303)

## A BILL FOR

1 An Act relating to electronic transactions by permitting the  
2 use of distributed ledger technology and smart contracts.  
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 554D.103, subsections 4, 7, and 8, Code  
2 2021, are amended to read as follows:

3 4. "*Contract*" means the total legal obligation resulting  
4 from the parties' agreement as affected by **this chapter** and  
5 other applicable law. "Contract" includes any contract secured  
6 through distributed ledger technology and a smart contract.

7 7. "*Electronic record*" means a record created, generated,  
8 sent, communicated, received, or stored by electronic means.  
9 "Electronic record" includes any record secured through  
10 distributed ledger technology.

11 8. "*Electronic signature*" means an electronic sound, symbol,  
12 or process attached to or logically associated with a record  
13 and executed or adopted by a person with the intent to sign the  
14 record. "Electronic signature" includes a signature that is  
15 secured through distributed ledger technology.

16 Sec. 2. Section 554D.103, Code 2021, is amended by adding  
17 the following new subsections:

18 NEW SUBSECTION. 4A. "*Distributed ledger technology*" means  
19 an electronic record of transactions or other data to which all  
20 of the following apply:

21 a. The electronic record is uniformly ordered.

22 b. The electronic record is redundantly maintained or  
23 processed by one or more computers or machines to guarantee the  
24 consistency or nonrepudiation of the recorded transactions or  
25 other data.

26 NEW SUBSECTION. 14A. "*Smart contract*" means an event-driven  
27 program or computerized transaction protocol that runs on a  
28 distributed, decentralized, shared, and replicated ledger  
29 that executes the terms of a contract. For purposes of this  
30 subsection, "*executes the terms of a contract*" includes taking  
31 custody over and instructing the transfer of assets.

32 Sec. 3. NEW SECTION. 554D.106A **Use of distributed ledger**  
33 **technology.**

34 A person who, in engaging in or affecting interstate or  
35 foreign commerce, uses distributed ledger technology to secure

1 information that the person owns or has the right to use  
 2 retains the same rights of ownership or use with respect to  
 3 such information as before the person secured the information  
 4 using distributed ledger technology. This section does not  
 5 apply to the use of distributed ledger technology to secure  
 6 information in connection with a transaction to the extent that  
 7 the terms of the transaction expressly provide for the transfer  
 8 of rights of ownership or use with respect to such information.

9 Sec. 4. Section 554D.108, subsection 2, Code 2021, is  
 10 amended to read as follows:

11 2. A contract shall not be denied legal effect or  
 12 enforceability solely because an electronic record was used in  
 13 its formation or because the contract is a smart contract or  
 14 contains a smart contract provision.

15 EXPLANATION

16 The inclusion of this explanation does not constitute agreement with  
 17 the explanation's substance by the members of the general assembly.

18 Code chapter 554D, the uniform electronic transactions Act,  
 19 facilitates the use of electronic transactions in commerce by  
 20 giving legal recognition to electronic records, signatures, and  
 21 contracts. This bill modifies the Code chapter by permitting  
 22 the use of distributed ledger technology and smart contracts in  
 23 electronic transactions.

24 The bill defines "distributed ledger technology" as an  
 25 electronic record of transactions or other data that is  
 26 uniformly ordered and redundantly maintained or processed by  
 27 one or more computers or machines to guarantee the consistency  
 28 or nonrepudiation of the recorded transactions or other data.  
 29 The bill defines "smart contract" as an event-driven program or  
 30 computerized transaction protocol that runs on a distributed,  
 31 decentralized, shared, and replicated ledger that executes the  
 32 terms of a contract.

33 The bill adds contracts secured through distributed ledger  
 34 technology and smart contracts to the definition of "contract".  
 35 The bill adds the concept of security through distributed

1 ledger technology to the definitions of "electronic record" and  
2 "electronic signature".

3     The bill provides that a person who, in engaging in or  
4 affecting interstate or foreign commerce, uses distributed  
5 ledger technology to secure information that the person owns  
6 or has the right to use retains the same rights of ownership  
7 or use with respect to such information as before the person  
8 secured the information using distributed ledger technology,  
9 unless in connection with a transaction with terms that  
10 expressly provide for the transfer of rights of ownership or  
11 use with respect to such information.

12     The bill provides that a contract shall not be denied legal  
13 effect or enforceability solely because the contract is a smart  
14 contract or contains a smart contract provision.

House Amendment to  
Senate File 541

S-3106

1 Amend Senate File 541, as passed by the Senate, as follows:

2 1. Page 1, line 30, by striking <includes> and inserting  
3 <may include>

4 2. Page 2, after line 14 by inserting:

5 <Sec. \_\_\_\_ . EFFECTIVE DATE. This Act takes effect January 1,  
6 2022.>

7 3. Title page, line 2, after <contracts> by inserting <and  
8 including effective date provisions>

9 4. By renumbering as necessary.

# House File 846 - Introduced

HOUSE FILE 846

BY COMMITTEE ON WAYS AND MEANS

(SUCCESSOR TO HF 762)

(SUCCESSOR TO HSB 260)

## A BILL FOR

- 1 An Act relating to title fees for snowmobiles, all-terrain
- 2 vehicles, and vessels of surviving spouses.
- 3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 321G.31, subsection 1, Code 2021, is  
2 amended to read as follows:

3 1. If ownership of a snowmobile is transferred by  
4 operation of law, such as by inheritance, order in bankruptcy,  
5 insolvency, replevin, or execution sale, the transferee, within  
6 thirty days after acquiring the right to possession of the  
7 snowmobile, shall mail or deliver to the county recorder of  
8 the transferee's county of residence satisfactory proof of  
9 ownership as the county recorder requires, together with an  
10 application for a new certificate of title, and the required  
11 fee. However, if the transferee is the surviving spouse of the  
12 deceased owner, the county recorder shall waive the required  
13 fee.

14 Sec. 2. Section 321I.33, subsection 1, Code 2021, is amended  
15 to read as follows:

16 1. If ownership of an all-terrain vehicle is transferred by  
17 operation of law, such as by inheritance, order in bankruptcy,  
18 insolvency, replevin, or execution sale, the transferee,  
19 within thirty days after acquiring the right to possession of  
20 the all-terrain vehicle, shall mail or deliver to the county  
21 recorder of the transferee's county of residence satisfactory  
22 proof of ownership as the county recorder requires, together  
23 with an application for a new certificate of title, and the  
24 required fee. However, if the transferee is the surviving  
25 spouse of the deceased owner, the county recorder shall waive  
26 the required fee.

27 Sec. 3. Section 462A.82, subsection 1, Code 2021, is amended  
28 to read as follows:

29 1. If ownership of a vessel is transferred by operation of  
30 law, such as by inheritance, order in bankruptcy, insolvency,  
31 replevin, execution sale, or in compliance with [section 578A.7](#),  
32 the transferee, within thirty days after acquiring the right  
33 to possession of the vessel by operation of law, shall mail or  
34 deliver to the county recorder satisfactory proof of ownership  
35 as the county recorder requires, together with an application

1 for a new certificate of title, and the required fee. A title  
2 tax is not required on these transactions. However, if the  
3 transferee is the surviving spouse of the deceased owner, the  
4 county recorder shall waive the required fee.

5 EXPLANATION

6 The inclusion of this explanation does not constitute agreement with  
7 the explanation's substance by the members of the general assembly.

8 Under current law, when ownership of a snowmobile,  
9 all-terrain vehicle (ATV), or vessel is transferred by  
10 operation of law, such as by inheritance, order in bankruptcy,  
11 insolvency, replevin, or execution sale, the transferee  
12 must pay a required certificate of title fee as part of the  
13 application process to transfer ownership. The fee is paid to  
14 the county recorder.

15 This bill requires that if the transferee is the surviving  
16 spouse of the deceased owner, the county recorder must waive  
17 the required fee.

18 The title fee for snowmobiles and ATVs is \$10 and the title  
19 fee for vessels is \$5.

# House File 758 - Introduced

HOUSE FILE 758  
BY COMMITTEE ON LOCAL  
GOVERNMENT

(SUCCESSOR TO HSB 261)

## A BILL FOR

1 An Act modifying provisions related to certain affidavits  
2 accepted by county recorders for updating county transfer  
3 books and indexes when a conveyance of real estate has not  
4 occurred.  
5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 558.66, subsection 3, paragraph b,  
2 unnumbered paragraph 1, Code 2021, is amended to read as  
3 follows:

4 An affidavit of or on behalf of a surviving joint tenant or  
5 a person who owns the remainder interest. The affidavit shall  
6 include ~~substantially~~ the following:

7 Sec. 2. Section 558.66, subsection 3, paragraph c,  
8 unnumbered paragraph 1, Code 2021, is amended to read as  
9 follows:

10 An affidavit by or for a person, other than an individual,  
11 following a merger, consolidation, name change, or change of  
12 fiduciary. The affidavit shall include ~~substantially~~ the  
13 following, as applicable:

14 EXPLANATION

15 The inclusion of this explanation does not constitute agreement with  
16 the explanation's substance by the members of the general assembly.

17 This bill modifies provisions related to certain affidavits  
18 accepted by county recorders for updating county transfer books  
19 and indexes when a conveyance of real estate has not occurred  
20 by striking the word "substantially" to describe what the  
21 affidavit must contain.

## Recording Service Cost Study

### Response Status

| CNTY_NM     | Part 1 | Part 2 | Part 3 |
|-------------|--------|--------|--------|
| Adair       | X      | X      | X      |
| Adams       | X      | X      | X      |
| Allamakee   | X      | X      | X      |
| Appanoose   | X      |        |        |
| Audubon     | X      | X      | X      |
| Benton      | X      | X      | X      |
| Black Hawk  | X      | X      |        |
| Boone       | X      | X      |        |
| Bremer      | X      | X      |        |
| Buchanan    |        |        |        |
| Buena Vista | X      |        |        |
| Butler      | X      | X      |        |
| Calhoun     | X      | X      |        |
| Carroll     | X      | X      | X      |
| Cass        | X      | X      | X      |
| Cedar       | X      | X      | X      |
| Cerro Gordo | X      | X      |        |
| Cherokee    | X      | X      | X      |
| Chickasaw   | X      | X      | X      |
| Clarke      | X      | X      | X      |
| Clay        | X      | X      | X      |
| Clayton     | X      | X      |        |
| Clinton     | X      | X      | X      |
| Crawford    | X      | X      | X      |
| Dallas      | X      | X      |        |
| Davis       | X      |        |        |
| Decatur     | X      | X      |        |
| Delaware    | X      | X      |        |
| Des Moines  | X      | X      |        |
| Dickinson   | X      |        | X      |
| Dubuque     | X      | X      |        |
| Emmet       | X      | X      | X      |
| Fayette     | X      |        |        |
| Floyd       | X      | X      | X      |
| Franklin    | X      | X      | X      |
| Fremont     |        | X      |        |
| Greene      | X      | X      |        |
| Grundy      | X      | X      |        |
| Guthrie     | X      | X      | X      |
| Hamilton    |        |        |        |
| Hancock     | X      | X      |        |
| Hardin      | X      | X      |        |
| Harrison    | X      | X      | X      |
| Henry       | X      | X      |        |
| Howard      | X      | X      | X      |

## Recording Service Cost Study

### Response Status

| CNTY_NM       | Part 1 | Part 2 | Part 3 |
|---------------|--------|--------|--------|
| Humboldt      | X      | X      | X      |
| Ida           | X      | X      |        |
| Iowa          | X      | X      | X      |
| Jackson       | X      | X      | X      |
| Jasper        | X      | X      | X      |
| Jefferson     | X      | X      |        |
| Johnson       | X      | X      | X      |
| Jones         | X      | X      | X      |
| Keokuk        | X      | X      | X      |
| Kossuth       | X      | X      | X      |
| Lee           | X      | X      | X      |
| Linn          | X      | X      | X      |
| Louisa        | X      | X      |        |
| Lucas         | X      | X      |        |
| Lyon          | X      | X      |        |
| Madison       | X      | X      | X      |
| Mahaska       | X      |        | X      |
| Marion        | X      |        |        |
| Marshall      | X      | X      | X      |
| Mills         | X      | X      |        |
| Mitchell      | X      | X      |        |
| Monona        | X      | X      |        |
| Monroe        |        |        |        |
| Montgomery    | X      | X      | X      |
| Muscatine     |        |        |        |
| O'Brien       | X      | X      | X      |
| Osceola       | X      | X      | X      |
| Page          | X      |        |        |
| Palo Alto     | X      | X      | X      |
| Plymouth      | X      | X      | X      |
| Pocahontas    |        |        |        |
| Polk          | X      | X      | X      |
| Pottawattamie | X      |        |        |
| Poweshiek     | X      |        |        |
| Ringgold      |        |        |        |
| Sac           | X      |        |        |
| Scott         | X      |        |        |
| Shelby        | X      | X      | X      |
| Sioux         | X      | X      | X      |
| Story         | X      | X      | X      |
| Tama          | X      | X      | X      |
| Taylor        | X      | X      |        |
| Union         | X      | X      | X      |
| Van Buren     | X      | X      | X      |
| Wapello       | X      | X      | X      |

# Recording Service Cost Study

## Response Status

| CNTY_NM    | Part 1 | Part 2  | Part 3 |
|------------|--------|---------|--------|
| Warren     | X      |         |        |
| Washington | X      | X       | X      |
| Wayne      | X      | X       |        |
| Webster    | X      | X       | X      |
| Winnebago  | X      | X       | X      |
| Winneshiek | X      | X       | X      |
| Woodbury   | X      | X       | X      |
| Worth      | X      | X       | X      |
| Wright     | X      | X       | X      |
|            | 7 - 92 | 19 - 80 | 54-45  |

**From:** phil@clris.com  
**Sent:** Tuesday, April 20, 2021 4:02 PM  
**To:**  
**Subject:** PRIA

Good Day!

Thanks for opening this email, and hello to our fellow PRIA members. I'm writing to encourage you to be involved with PRIA as much as your schedule allows, because PRIA is a great source of information and experience.

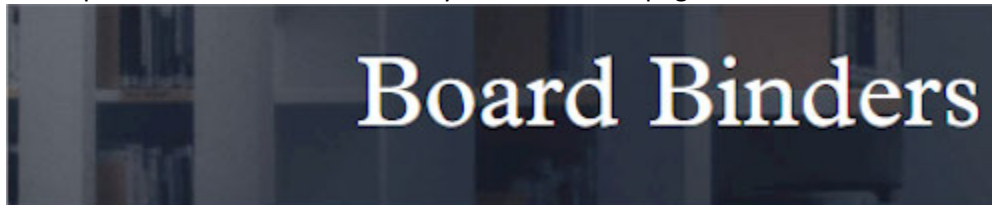
I've had the privilege of being a principal author of PRIA papers on the subjects of land records web portals, and reducing document rejections. Currently I'm participating in working groups on the subjects of electronic recording best practices and the PRIA operating rules. I work for the county recorders in Iowa, and believe it is important that the voices and viewpoints of county recorders be well represented, because PRIA is an advocate for land records policy and best practices. Sometimes there are legitimate differences of opinion, and PRIA is a good place to have a civil conversation about them.

One of the things that the Iowa Recorders have been encouraging PRIA to become is more open and transparent, and you may have noticed in the February 22, 2021 edition of the PRIA In Touch newsletter that the PRIA Board of Directors has adopted a new Transparency Policy and an Advocacy Policy. We commend the PRIA Board for this action, as it is a step in the right direction. As a member of PRIA, you can now view the "Board Binder" that is distributed to the PRIA Board of Directors prior to each of their meetings. This was announced in March 22, 2012 edition of the PRIA In Touch newsletter. This binder, along with the minutes for the previous meeting, is posted on the PRIA website in the "Member Access" area at <https://pria.us/members/>. Find and then click on the box labeled "Meetings & Minutes" .



Meetings &  
Minutes

Look for the hyperlink "**here**" embedded in the message about next meeting date, and then the current board packet can be downloaded to your device. The page will include the following text and images.



**MARCH 17, 2021**

Board of Directors - Board Binder - Conference Call

[DOWNLOAD](#)

The next meeting of the PRIA Board of Directors is scheduled for April 21, 2021, and the Board Binder has been posted. Check it out at <https://pria.us/resources/board-binders/>. You can find a summary of work group activities beginning on page 19.

Current PRIA policy vests the Board of Directors with the nearly exclusive authority to adopt policy and to make decisions about advocacy. Policies are not presented to the full membership for consideration. For this reason, it is very important to give attention to the policies being considered by the Board. If you have an opinion about a current or proposed PRIA policy, express it to a member of the PRIA Board. You can find their contact information posted on the PRIA website at <https://pria.us/about-us/>.

Again, thanks for opening and reading this message. Wishing you good health, safety and happiness in 2021. If you have any questions , please don't hesitate to contact me.

Best regards,

Phil

Phil Dunshee, PMP, MPA  
Project Manager  
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110 Horizon Drive, Suite 210, Raleigh, NC 27615  
919.459.2081

# **Operating Rules**

**Adopted by the PRIA Board on**

<http://www.pria.us>

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## **1. *Mission & Values***

The Property Records Industry Association's (PRIA) mission is to develop and promote national standards and best practices for the property records industry, including: technology standards, implementation guides, white papers, best practices, model legislation, and informational resources. PRIA further promotes the following values and incorporates all such values into these Rules. PRIA promotes (1) respect and open-mindedness amongst its members; (2) attentiveness to members and industry needs; (3) understanding of emerging business innovation; (4) aligning the interests of government and business; (5) collaboration by providing a culture for inclusiveness, transparency and participation; and, (6) commitment to creating and publishing consensus-based results. PRIA distributes its products through all available communication channels and partner networks.

## **2. *Board of Directors***

Authority. These operating rules (the "Rules") are adopted by the Board of Directors (the "Board") as required under Article IV of the Bylaws of PRIA (the "Bylaws"). The Rules carry out the purpose and objectives of the Association, as set forth in Article II of the Bylaws, and are binding on and benefit all members of PRIA as identified in Article III of the Bylaws (each, a "Member"). Any reference to a Rule will be construed to include a reference to all of its parts, if any.

Attendance of Directors. Members of the Board are expected to possess the highest personal and professional ethics, and demonstrate a willingness to devote the required time to the duties and responsibilities of Board membership. To properly discharge such responsibilities, directors should attend all board meetings. Additionally, prior to each board meeting, directors are expected to review provided materials, which relate to agenda items for that meeting-

A director who cannot attend a board meeting may be excused by notifying the Association's Chief Staff Officer prior to the board meeting. Board members whose unexcused absences exceed four in any 12-month period may be subject to removal, as set forth in Article III, item 8 of Bylaws.

It is generally PRIA's practice for board members to serve no more than three consecutive two-year terms (six consecutive years). Exceptions can be made for Directors moving into the role of President or Vice President.

### **3. *Meetings of the Board of Directors***

It is PRIA's practice to provide its members notice of meetings of the Board of Directors and related supporting materials. These practices include the following.

- Publication via the website of the date and time of regular meetings of the Board of Directors.
- When practical, board meeting notices will be published via the website two weeks in advance, board meeting agenda one week in advance and board binders three days in advance of each meeting.
- In the event of a special meeting of the Board of Directors, notice will be published 24 hours in advance of the meeting.
- Confidential information such as personnel records may be excluded from the published materials at the discretion of the PRIA President.
- Summaries of meetings of the Board of Directors will be published after they are approved. The PRIA staff may provide members with updates through PRIA communication channels.
- Materials and information will be published in an appropriate electronic format in the Members-only section of the PRIA website ([www.pria.us](http://www.pria.us)); generally, published meeting notices and materials will be maintained on the website for a period of two years, plus the current year and then archived by PRIA staff.

### **4. *Officers and Executive Board***

President. It is generally PRIA's practice for a president to serve for two consecutive one-year terms. Further, it is generally PRIA's practice for the president and vice president to represent alternately the government and business sectors.

Vice President. It is generally PRIA's practice for a vice president to move from vice president to president once the sitting president has served two consecutive one-year terms.

#### Secretary and Treasurer.

It is generally PRIA's practice to have Board members serve a one-year term as secretary or treasurer in order to broaden the executive experience of Board members.

Executive Board. The four officers and the immediate past president, if still a PRIA member, typically constitute PRIA's executive board for discussions and action items that may be needed between regularly scheduled board meetings. The Board will be

informed of discussion items and actions taken by the Executive Board at the next meeting of the Board.

## 5. ***Council of Advisors***

Each President may name individuals to a Council of Advisors. The Council of Advisors assists the President on a variety of matters in order to provide perspective, history of PRIA, and general knowledge of the broad property records industry. The Council may be asked to undertake particular tasks or background information gathering for the President. The Council of Advisors serves as the Nominating Committee, adding additional Regular Members as appropriate. Council of Advisor members are invited to all meetings of the Board.

## 6. ***Committees, Sub-committees and Project Teams***

The Board establishes committees, sub-committees and project teams.

Function. The function of a committee is to further the mission of PRIA, and, when appropriate, comment and recommend alterations to achieve its mission through the committee's area of responsibility or expertise. Each committee will keep the Board apprised of developments within its area of responsibility or expertise.

Unless the motion creating the committee states otherwise, the following rules will govern all committees:

Participation in a Committee, Sub-committee or Project Team. Subject to the limitations in Article III of the Bylaws, a Regular, Associate or Individual Member may participate in any committee, sub-committee or project team. Subject Matter Experts may be invited to provide a project team with intellectual resources on a specific topic for a limited period, but will have no vote.

Vote in Committee, Sub-committee or Project Team. If the need for a vote arises, and subject to the limitations in Article III of the Bylaws, each organization will have one vote.

Liaison. Each committee will have at least one Board member liaison ("Liaison") who will be appointed by the President. The Liaison will provide assistance to the co-chairs.

Committees will include, but not be limited to:

- Communications Committee. The Communications Committee is responsible for all channels PRIA uses to communicate with its members and the public.

- Education Committee. The Education Committee is responsible for delivering PRIA work products to the membership and PRIA Local Chapters.
- Governance Committee. The Governance Committee is responsible for general administrative functions of the association. The sub-committees of the Governance Committee are outlined below and will not be dissolved.
  - Financial Oversight. The Financial Oversight Sub-committee will review the financial affairs of PRIA, semi-annually. The Vice President will chair the Financial Oversight Sub-committee. At least two Regular Members who are not Board members will serve. The Treasurer will not be a member of the financial oversight sub-committee, but will make all records available and comply with any requests for information. The Financial Oversight Sub-committee will report to the Board when making recommendations based upon its findings.
  - Budget. The Budget Sub-committee will prepare and present an annual budget to the Board for consideration no later than the annual meeting. The Treasurer will chair the Budget Sub-committee. At least two Regular Members who are not Board members will serve.
  - Bylaws. The Bylaws Sub-committee will review the Bylaws and the Operating Rules on an alternating annual basis. When reviewing these documents, the Bylaws Sub-committee may recommend changes. Any Regular Member may at any time request in writing that the Bylaws Sub-committee examine a particular provision for suggested change or modification. The Bylaws Sub-committee will respond to the Member's request within 45 days. The Secretary will chair the Bylaws Sub-committee. At least two Regular Members who are not Board members will serve.
  - Nominating. The Nominating Sub-committee will call for nominations from the Regular Members at least 60 days before the annual meeting. At least 45 days before the annual meeting, it will submit to the Secretary a slate of qualified candidates, based on the Candidate Nomination Form. After receiving notification of the slate, the Secretary will advise the Board and the voting members of the approved slate. The Council of Advisors serves as the core members of the Nominating Committee, adding additional Regular Members, typically at least two, to ensure a broader perspective. No member of

the Nominating Committee will be a candidate for director in the upcoming election. .

- Membership Committee. The Membership Committee is responsible for member retention and recruitment, while monitoring membership categories and the commensurate dues structure.
- Standards & Best Practices Committee. The Standards & Best Practices Committee is responsible for monitoring the progress of all PRIA Work Project Teams. The functions and duties of Work Project Teams are described below.
- Special Committee or Taskforce. The President may appoint a Special Committee to research topics and make recommendations to the President or the Board of Directors. Special Committees are ad hoc in nature with a short-term focus and purpose, and dissolve when completed.

## **7. *Committee, Sub-committee and Work Project Team Leadership***

Co-chairs. Each Committee, Sub-committee or Work Project Team shall have two co-chairs. The President will appoint the co-chairs of each Committee, Sub-committee or Work Project Team and report those appointments to the Board. One co-chair will be a Government Member and the other co-chair will be a Business Member.

Duties of the co-chairs include, but are not limited to:

- Facilitate meetings.
- Suggest meeting agendas.
- Maintain a focus on the task and be consistent with PRIA's mission and values
- Keep the discussion on topic, monitor comments and raise issues that should be addressed.
- Take notes during meetings (may be delegated to a scrivener), and ensure that meeting notes are transmitted to the Association's Chief Staff Officer.
- Maintain up-to-date lists of the members of the committee (may be delegated to the Association's Staff).
- Report monthly to the Board, including information about the work of Sub-committees or Work Project Teams.
- Prepare summaries and updates to inform PRIA Members of the groups' activities. Utilize newsletters and other communications channels, or post in the Members section of the PRIA website.

## 8. *Meetings of Committees, Sub-committees and Work Project Teams*

- Committee, Sub-committee and Work Project Team meetings must be held periodically, either face-to-face or electronically, allowing all interested parties to participate.
- To allow for proper planning, the Co-chairs must give reasonable advance notice regarding the date and method for a meeting. Shorter notice for a meeting is allowed provided there are no objections.
- To the extent practical, these groups are expected to conduct their work in an open and transparent manner to include and engage all members. This openness may be demonstrated by the following:
  - Notice to the membership about meetings;
  - Publishing summaries of meetings and interim work products;
  - Periodically publishing updates about activities in PRIA newsletters and other communications channels.

A project team working on a work product may coordinate its efforts with other industry participants. Each presentation, proposal, work product or other deliverable submitted by any such other body or its representative (if such other body or representative is not a Member) will be deemed a PRIA intellectual property “contribution.” Such contributions will be submitted in accordance with the terms of a license and release signed by any such non-Member prior to the provision of such a contribution, which release and license will conform to PRIA’s intellectual property terms set forth in its Member’s agreement.

To facilitate any collaborative efforts with other industry participants, the PRIA President may authorize reciprocal membership arrangements, which may include the mutual exchange dues or registration fees for representatives of the respective organizations. Any such collaboration or exchange shall be reported to the membership as provided in this **section**.

**Commented [PD1]:** This is a suggested replacement for the previous bullet points under Alliances (see below)

## 9. *Alliances*

The Board may identify other property records industry related groups with which it wishes to associate. The Board will notify the PRIA membership of any proposed alliance. The Board will adopt a resolution approving such **an alliance** and specifying mutually supportive terms. The resolution shall be posted with information about the Alliance on the PRIA website. The Board may identify a person representing the

**Commented [SK2]:** Post alliance agreement resolution

organization, may waive annual dues for that organization if the organization waives dues for PRIA in a similar fashion, and may waive registration fees for a PRIA event(s) if similar event registration fees are waived for the organization's event(s). The Board will review all Alliance agreements at least every two years.

## 10. Work Products

Work Products. PRIA work products will include but not be limited to:

- **Audio-visual materials.** An audiovisual presentation, delivered electronically or via other media, intended to inform and educate an audience. Some examples include recorded webinars, recorded conference sessions, podcasts, Learning Management System (LMS) modules, or other subject-specific content in a presentation or series. An audiovisual product typically supports PRIA's other published documents and resource material.
- **Background Paper.** A document providing relevant facts and information on a specific standard, topic, issue, technology, legislation, statute, decision, development, policy or practice that is of interest to the property records industry.
- **Best Practice.** A method or technique that has consistently shown results superior to those achieved with other means. A best practice can evolve as experience and research develop. A practice is used to maintain quality as an alternative to mandatory legislated or regulated standards and can be based on self-assessment and benchmarking.
- **Model Legislation.** A text that is intended to serve as a guide for subsequent legislation. Not usually meant to be enacted exactly as it is written, it is provided for the various legislatures to create their own law.
- **Standard.** A standard is a technical work product established by consensus that provides rules, guidelines or characteristics for activities or their results, typically written to ensure performance across multiple systems.
- **Supplement.** Additional information based on or relating to an existing Work Product, such as a toolkit to assist members with implementation of standards or practices.
- **White Paper.** An authoritative report or guide helping readers to understand an issue, solve a problem or make a decision. It may take a position, as well as include proposals for future work products.

**Commented [SK3]:** Homework. Review the defined work products and determine continued relevance.

**Commented [CF4]:** Putting back into alpha order with change from video to audiovisual materials

**Commented [PD5]:** Social media would be included under "online"

**Commented [PD6]:** Standards need not be limited to computer systems

Draft Documents.

- Work products not yet approved by the Board are “Draft” documents.
- “Draft” documents will have the word DRAFT watermarked on each page of the document. If watermarks are not used, then each page must bear the DRAFT designation in either the header or footer.
- All “Draft” documents will contain the PRIA copyright notice and evaluation license in Appendix B (see hyperlink on the Appendices chart).

Final Documents

- Work products approved by the board are “Final” documents.
- All “Final” documents will contain the PRIA copyright notice and evaluation license in Appendix C (see hyperlink on the Appendices chart).
- The process and checklist by which a work product is approved are set forth in Appendix D (see hyperlink on the Appendices chart).

**11. Intellectual Property Rights Policy**

PRIA will take such steps as are appropriate to disseminate to the public the recommended work products that it develops. The Board, consistent with the objective of making recommended work products available as widely as possible, may protect the intellectual property rights of such work products. Members will agree to abide by the Intellectual Property Rights annually as part of membership.

**12. Antitrust Policy**

PRIA establishes the following policy to ensure compliance with antitrust laws, both federal and state. This policy applies to all PRIA meetings, including those of any committee or project team, and, where appropriate, informal discussions among PRIA Members. This policy is not intended to restrict discussion; but is intended to make it clear that the market activities of PRIA Members are not appropriate topics for discussion. Members will agree to abide by the Antitrust Policy annually as part of membership.

**13. Announcement of PRIA Policies**

Before every meeting, regardless of format, where PRIA business is to be discussed, the following announcement will be made:

*“This meeting is governed by the PRIA Intellectual Property Rights Policy and the PRIA Antitrust Policy. Each Member agreed to abide by these policies when they*

**Commented [SK7]:** Property Records Industry Association (PRIA) Member's Agreement to Intellectual Property and Antitrust Terms and Conditions

**1. Copyright License**

- To the extent that a member contribution is or may be subject to copyright, member grants:
  - PRIA an unlimited perpetual, non-exclusive, royalty-free (RF) world-wide right and license to copy, publish and distribute the contribution; and
  - PRIA Members an unlimited perpetual, non-exclusive, RF world-wide right and license to prepare derivative works based upon the contribution for purposes of developing standard work products.
  - PRIA permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) member represents (if any).
- Member acknowledges that PRIA has no duty to publish or otherwise use or disseminate any contribution.

**2. Disclosure of Patents**

- Member shall notify PRIA board if member knows or reasonably should know of patent holdings and applications of member organization that may likely be infringed by the implementation of a PRIA standard work product adopted or under development. Members shall not file patent applications based on improvements or refinements to subject matter considered for inclusion in a PRIA standard work product.

**3. Antitrust**

- Member acknowledges that:
- Any discussion that could or would violate any state or federal antitrust law is prohibited;
  - He or she must refrain from such discussion; and
  - PRIA, at any PRIA event, meeting or gathering, may prohibit discussion of any specific topic that could or would violate state or federal antitrust laws at any PRIA event, meeting or gathering.

**Commented [SK8]:** Start here April 1, 2021.

**Commented [CF9]:** How?

**Commented [CF10]:** Not happening so much for Committee or Work Project teams these days IMO.

*submitted a membership application. Thus you have already agreed to abide by these policies. Any questions should be emailed to [coordinator@pria.us](mailto:coordinator@pria.us)."*

The required announcement will be made by at least one of the following methods:

- By placing the announcement on the written agenda for the meeting and supplying the agenda to every attendee
- By the meeting facilitator reading the announcement aloud at the beginning of the meeting
- By placing the announcement on a sign-in sheet utilized to document attendance at a meeting and ensuring that each attendee signs or initials the sign-in sheet.

**Commented [CF11]:** How do with Zoom or GoToMeeting?

## 14. Presentations

Background. PRIA respects the rights of all its Members. The objectives of the organization favor free exchange of ideas, practices, procedures, and systems for the overall enhancement of the property records industry. All Members are regarded as equals, and none given an unfair advantage, whether perceived or actual. To prevent any type of unfair advantage, the following rules will govern all presentations by Members and at PRIA meetings. The following rules address presentations using whatever methodology is being employed in the presentation.

**Deleted:** the development of national standards and

### Presentations to the PRIA Membership

- Presentations to the PRIA Membership will be made only under the sponsorship of a PRIA committee or project team. The PRIA President may, in the President's sole discretion, waive this requirement.
- Presentation Limitations
  - Presenters may utilize their organization or company logo(s) or other graphical design(s) identifying their organization or company only on the last slide of the presentation.
  - The last slide may also display the presenter's name, contact information, and any other organization or company information.
  - The first slide of the presentation is limited to the title of the presentation, the presenter's name, and other information (such as date and location) specific to the PRIA meeting where the presentation is being given.
  - Logos or other graphical designs representing entities other than the presenter may be used on any slide so long as the owner of the logo or other graphical design has given permission for the presenter to do so.

- The presentation must be educational in nature. The presentation may not be utilized for the promotion of a person, company, product, or service.
- “Case studies” utilizing a service or product of the presenter may be used in presentations; however, discussion will be limited to the following aspects of the case study:
  - What the problem or issue was
  - How that problem or issue was addressed;
  - What the expected benefits were;
  - What benefits were actually realized;
  - What difficulties were encountered, and how they were overcome; and
  - What “works” or does not “work.”
- Presentations must comply with the PRIA Antitrust Policy.
- Presentations utilizing presentation software will use the presentation theme specified by the Governance Committee.
- All presentations must be submitted to one of the co-chairs of the sponsoring committee or project team for approval. The co-chair approving the presentation will ensure compliance with these rules. If the PRIA President has waived the sponsorship requirement of Rule 10.2.1, then the PRIA President or the President’s designee will ensure compliance with these rules.
- Once a presentation has been approved in accordance with these Rules, the presentation may not be altered without the consent of the approving co-chair or the PRIA President.
- After the presentation has been made, a copy of the presentation will be supplied to the Association’s Chief Staff Officer to be shared with others as appropriate.

#### Presentations Representing PRIA to Other Groups

- Presentations outside of the PRIA Membership will be made only under the sponsorship of a PRIA committee or project team. The PRIA President may, in the President’s sole discretion, waive this requirement.
- Presentations outside of the PRIA Membership by a PRIA Member will be made only with the permission of the committee’s or project team’s co-chair in consultation with the PRIA President. Permission requests must be made in advance of the presentation and must include the topic, date, time, and place of the presentation.

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- After the presentation has been made, a copy of the presentation will be supplied to the Association's Chief Staff Officer to be shared with others as appropriate.
- PRIA Members may utilize the PRIA logo in accordance with Operating Rule 14. Logos or other graphical designs representing entities other than PRIA may be used so long as the owner of the logo or other graphical design has given permission for the presenter to do so.
- The presentation must be educational in nature. The presentation may not be utilized for the promotion of a person, company, product, or service. The presentation may not imply or state that PRIA sponsors or endorses any product or service mentioned in the presentation, except that positions officially adopted by the PRIA Board and any final publications approved by the PRIA Board may be identified as authorized or endorsed by PRIA.
- Presentations must comply with the PRIA Antitrust Policy.
- Presentations utilizing presentation software will use the presentation theme specified by the Governance Committee.

## 15. **Compliance *Policy***

Interim Policy. Unless a formal Compliance Program is established, the policy specified below will govern.

### PRIA Compliance Policy

- Introduction. The Board is aware that some vendors utilize phrases such as "PRIA Compliant" or "compliant with PRIA specifications" in marketing their products. Additionally some jurisdictions are asking vendors to substantiate or verify that their products and services are "PRIA Compliant" or "compliant with PRIA specifications." Claims and requests such as these are not accurate and can be misleading.

PRIA has not certified any product or service as PRIA compliant, nor has it authorized any other organization to certify products or services as PRIA compliant.

The use of phrases such as "PRIA Compliant" or "compliant with PRIA specifications" increases the likelihood of confusion or of misunderstanding as to the sponsorship, approval, or certification of the goods or services being marketed. Accordingly, vendors utilizing these phrases may have civil and criminal liability for deceptive trade practices under both federal and state laws.

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Recording jurisdictions requesting such assurances are contributing to the potential civil and criminal liability for the vendors.

- Policy. It is PRIA's policy that neither the PRIA name nor logo be used in association with marketing products. PRIA urges all vendors to assess their marketing materials and remove any claims of compliance with PRIA standards, especially for products that claim compliance in an area where PRIA has not yet established a standard. Additionally, PRIA urges all public sector entities advertising or submitting projects or proposals to bid or specification to assess their materials and remove any requirement for compliancy with PRIA standards.
- Safe Harbor. A vendor wishing to demonstrate and promote their commitment to a PRIA standard may use such phrases as "based on PRIA standards" or "incorporating PRIA standards" (or a specific standard and version reference).
- Member Duties. Because of the cooperative nature of PRIA, it is incumbent on all PRIA Members to report a violation of this policy to PRIA's leadership. A report of any violation of this policy should be directed via email to [coordinator@pria.us](mailto:coordinator@pria.us).

## 16. Logos and Trademarks

### Logos

- A logo is a graphical design that may include text and other design elements.
- The PRIA logo, including design and color specifics, is hyperlinked at Appendix E.
- The PRIA Local logo, including design and color specifics, is hyperlinked at Appendix E.
- The PRIA and PRIA Local logos may be licensed by PRIA for use by third parties. By downloading or using the logo(s), you agree to adhere to the rules below.
  - If the PRIA logo is utilized on a web site, the logo must always be an active link to <http://www.pria.us>.
  - If the PRIA Local logo is utilized on a web site, the logo must always be an active link to <http://www.pria.us/i4a/pages/index.cfm?pageid=3311>.
  - The logo must appear by itself, with a minimum spacing (the height of the logo) between each side of the logo and any other graphic or textual elements.
  - Except as provided in these rules, the logo may not be altered in any manner, including proportions, colors, elements, etc., or animate, morph, or otherwise distort its perspective or appearance. Text which is part of the logo may not be separated from the logo.

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- The size of the logo may be altered in accordance with these rules. Logos will not be reduced to a size so small that all words are not legible.
- Patterns may not be created with the logo, whether on a web page or in print or other media.
- Normal usage of the logo will be a horizontal placement on the media. The logo may never be used at an angle. If the logo needs to be used vertically to fit a format, it must be rotated 90 degrees counter-clockwise so that it reads upward not downward.
- The logo may not be used in a sentence. If a reference to PRIA or PRIA Local is needed in a sentence, it should be in text only.
- The use of the logo may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to PRIA, PRIA Local, any of their products, members, or any other person or entity. Links to PRIA or PRIA Local from a web site that is obscene or pornographic, or disparaging, defamatory, or libelous to PRIA, PRIA Local, any of their members, or any of their products is not permitted.
- It is not permissible to directly or indirectly imply PRIA's or PRIA Local's sponsorship, affiliation, or endorsement of any product or service.
- The use of the logo may not infringe any PRIA intellectual property or other rights, may not violate any state or federal laws, and must comply with international intellectual property laws.
- If the logo is utilized on a web site, it is not permissible to create a frame or border environment around PRIA or PRIA Local content.
- The logo may not be used on a background of the same or a similar color as any color in the logo. The logo must always be positioned on a background of sufficient contrast, regardless of color, to be readable and the logo must not appear on a patterned background.
- If the logo is used on a web site, it is permissible to link to, but not to replicate, other PRIA or PRIA Local content.
- It is not permissible to present false or misleading information about PRIA's or PRIA Local's products or services.
- Any reference to PRIA or PRIA Local, their products, and their web sites must comply with PRIA's trademark rules.
- While the logo may be used as provided by these rules, it is not permissible to use any other graphic to link to PRIA's or PRIA Local's web sites.

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- These rules do not grant permission to use any other PRIA or **PRIA Local** trademark. PRIA reserves the right in its sole discretion to terminate or modify permission to display any logo at any time.

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#### Trademarks

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- PRIA trademarks (but not logos or taglines) may be used to identify PRIA products, services, and programs on packaging, promotional, and advertising materials, provided the following rules are adhered to:
  - PRIA trademarks may not be incorporated or included in a company name, product name, domain name, or in the name of a service.
  - A product name may not be confusingly similar to any of PRIA's trademarks.
  - The use may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to PRIA, any of its members, any of its products, or any other person or entity.
  - The use may not directly or indirectly imply PRIA's sponsorship, affiliation, or endorsement of a product or service.
  - Reference to a PRIA trademark may not be the most prominent visual element on a product or service. A company name and logo, product or service name, and any graphics should be significantly larger than the reference to PRIA's trademark.
  - If the use includes references to a PRIA product, the full name of the product must be referenced at the first and most prominent mention, for example, "PRIA® e-Notary DTD™". When referencing any PRIA trademarks, please mark the first and most prominent mention with a ™ or ® as appropriate for the particular mark. Once marked, it is not normally necessary to mark subsequent appearances of the trademark in the piece.
  - PRIA's trademarks may not be shortened or abbreviated. Always spell and capitalize PRIA's trademarks exactly as they appear on the PRIA web site.
  - The following trademark attribution statement must be included: "[List of marks used, with "PRIA" first, if used, followed by other PRIA marks used, in alphabetical order] are either registered trademarks or trademarks of the Property Records Industry Association in the United States and other countries."

#### Use of PRIA trademarks in titles of books.

PRIA trademarks may be used in the titles of books, in printed form, that provide information on PRIA products. Publishers of such books need not obtain express

permission from PRIA if the use of PRIA trademarks complies with all of the following rules:

- The PRIA trademarks may not appear larger or more prominent than the rest of the full book title.
- The PRIA trademarks may not be used in the stylized form used by PRIA, and no PRIA logos or product shots may be used on the book's cover, advertising, promotional material, or otherwise, without express written permission from PRIA.
- PRIA's trademarks may not be shortened or abbreviated. Always spell and capitalize PRIA's trademarks exactly as they appear on the [PRIA web site](#).
- The following trademark attribution statement must be included: "[List of marks used, with "PRIA" first, if used, followed by other PRIA marks used, in alphabetical order] are either registered trademarks or trademarks of the Property Records Industry Association in the United States and other countries."
- A conspicuous disclaimer must be included, preferably on the front or back cover of the book, but at a minimum it must appear on the copyright page of the book and state in all capital letters: THIS PRODUCT IS NOT ENDORSED OR SPONSORED BY THE PROPERTY RECORDS INDUSTRY ASSOCIATION, PUBLISHER OF [INSERT PRIA PRODUCT NAME(S)].

All other uses of PRIA trademarks require written permission. If other permission is required, please submit a written request by using the form available at [www.pria.us](http://www.pria.us) (Appendix F). Please allow two weeks for a request to be processed.

## **15. Check Signing Policy**

- 15.1 Checks for payment of PRIA obligations will be prepared on a weekly basis by the association's management company.
- 15.2 Checks in the amount of \$5,000 or less may have a single account signatory's signature.
- 15.3 Checks for recurring monthly expenses or for which PRIA has a formal contractual obligation, regardless of amount, may have a single account signatory's signature.
- 15.4 All other checks will have signatures of two account signatories.
- 15.5 Any checks disbursed will be copied (such that the copy shows the signature) and sent electronically to the Treasurer, along with a copy of the invoice being paid.

- 15.6 The Treasurer and the Assistant Treasurer (if one has been appointed) will be account signatories. The Board may also designate any other person as an account signatory.

## 16. Bereavement Policy

- 16.1 *Purpose.* To establish a policy for extending condolences for the PRIA leadership that will be consistently applied.

- 16.2 Definitions. This policy will apply to the following only:

- 16.2.1 Board Members, committee or project team co-chairs and volunteers, whether they be sitting or retired;
- 16.2.2 Immediate family of the above, consisting of: spouse, partner, mother, father, children or siblings.
- 16.2.3 Industry friends who contributed significantly to PRIA with work group participation, as conference speakers or other.

- 16.3 *Policy*

- 16.3.1 Current Board Members, committee or project team co-chairs and volunteers: Flowers or a plant sent to the home with card acknowledging sympathy from the PRIA Board of Directors and Staff. If family has requested a charitable donation, in lieu of flowers, a PRIA check for \$100 will be sent to the named charity with a request that acknowledgement be forwarded to family.
- 16.3.2 Immediate family of current Board Members: Flowers or a plant sent to the home with card acknowledging sympathy from the PRIA Board of Directors and Staff. If family has requested a charitable donation, in lieu of flowers, a PRIA check for \$100 will be sent to the named charity with a request that acknowledgement be forwarded to family.
- 16.3.3 Immediate family of past presidents: Flowers or a plant sent to the home with card acknowledging sympathy from the PRIA Board of Directors and Staff. If family has requested a charitable donation, in lieu of flowers, a PRIA check for \$100 will be sent to the named charity with a request that acknowledgement be forwarded to family.
- 16.3.4 Immediate family of committee or project team co-chairs or volunteer: Sympathy card sent to the home or workplace on behalf of the PRIA Board of Directors and Staff.

- 16.3.5 Friends of PRIA: Sympathy card sent to the home or workplace on behalf of the PRIA Board of Directors and Staff or charitable donation, in lieu of flowers, not to exceed \$100.
- 16.3.6 The PRIA staff will automatically enact this policy once they are informed of a death and determine relationship to the PRIA Member.
- 16.4 The PRIA Board of Directors will have the flexibility to modify this policy based on extenuating circumstances.

## 17. Prorated Dues Policy

- 17.1 *Purpose.* To establish a policy for prorating membership dues for new (non-renewal) applicants only.
- 17.2 *Policy*
  - 17.2.1 From the period beginning with the first quarter (months one, two and three) of the membership year, 100 percent of applicable dues are collected.
  - 17.2.2 From the period beginning with the first day of the second quarter (months four, five and six) of the membership year, 75 percent of applicable dues are collected.
  - 17.2.3 From the period beginning with the first day of third quarter (months seven, eight and nine) of the membership year, 50 percent of applicable dues are collected.
  - 17.2.4 From the period beginning with the first day of the fourth quarter (months 10, 11 and 12) through the date at which dues invoices are issued for the next fiscal year, 25 percent of applicable dues are collected.
  - 17.2.5 If application is made through the PRIA website using a credit card, after the first quarter, dues may be prorated on a daily basis.
  - 17.2.6 If the new Member joins after the date at which dues invoices have been issued for the next fiscal year, the full amount of applicable dues will be collected and applied to the next fiscal year, with the remainder of the current year's dues being waived.

## 18. Travel, Expense, & Registration Reimbursement Policy

- 18.1 Travel Expense & Registration Reimbursement for PRIA Meetings
  - 18.1.1 Board members and committee co-chairs are expected to attend all PRIA meetings each year.

- 18.1.2 It is expected that PRIA Board members and committee co-chairs should be able to plan for attendance at these meetings and that they will not be reimbursed for travel expenses or registration fees.
- 18.1.3 The waiver of any registration costs and requests for travel assistance must be approved by either the President or the officers as a group.
- 18.1.4 If an unplanned or unexpected meeting needs to be scheduled, the Board will make a conscious decision on the use of its resources to make attendance possible for as many PRIA Board members and committee co-chairs as need to attend the meeting.
- 18.2 Travel Expense & Registration Reimbursement for non-PRIA Meetings (such as for Speakers Bureau or attendance at industry-related conferences or meetings)
  - 18.2.1 Expense Reimbursement Requests and Approval
    - 18.2.1.1 All expense reimbursements or direct payments must be approved by the President or the President's designee. Adequate advance notice should be provided to allow requested expenses to be approved before they have been incurred.
    - 18.2.1.2 Requests for approval of expenses must be submitted to the President or the President's designee by sending an email outlining anticipated expenses.
    - 18.2.1.3 Upon review of the request, the President or the President's designee will either approve or disapprove the request and notify the requestor and the Association's Management Company of the approval status.
  - 18.2.2 Payment of Expenses
    - 18.2.2.1 The requestor must complete an email outlining actual expenses, and attaching receipt images, within 30 days of the expense actually being incurred. Failure to submit documentation may result in the expenses not being paid.
    - 18.2.2.2 The email and supporting receipts are to be submitted to the Association's Management Company. Upon receipt of the supporting receipts and verification that all claimed expenses have been substantiated, the Association's Management Company will make payment to the requestor.
  - 18.2.3 Reimbursable Expenses are the following:

- 18.2.3.1 Transportation Expenses:
  - 18.2.3.1.1 Reasonable Ground Transportation from the airport to the meeting hotel and back;
  - 18.2.3.1.2 Actual air travel expense (coach class);
  - 18.2.3.1.3 Car rental at the standard rate for a compact class auto within the meeting dates from the airport or requestor's home area to the meeting hotel and back;
  - 18.2.3.1.4 Personal vehicle mileage reimbursement from the requestor's home area to the airport or meeting hotel and back at the prevailing IRS mileage reimbursement rate.
  - 18.2.3.1.5 Other modes of travel (train, boat, etc.) will be reimbursable based upon standard coach class accommodations or equivalent as determined by the President or the President's designee.
  - 18.2.3.1.6 Parking or mass transit expenses incurred.
- 18.2.3.2 Meal Expenses commensurate with the location.
- 18.2.3.3 Lodging Expenses at the established meeting rate for a single, regular (non-suite) room.
- 18.2.3.4 Membership fees for other organizations in the name of the PRIA organization to further the PRIA mission.
- 18.2.3.5 Meeting attendance fees for other organizations in the name of the PRIA organization to further the PRIA mission.
- 18.2.3.6 Other expenses or exceptions must be pre-approved by the President or the President's designee with input from the Treasurer.

## 19. Media Policy

- 19.1 *Purpose.* To establish a policy for managing communication with the membership, publishing items of presumed interest to the membership, and responding to media inquiries.
- 19.2 *Editorial Content Policy*
  - 19.2.1 *Original PRIA Content*

19.2.1.1 Staff-generated content for PRIA newsletters, social media, press releases or other direct communication with the membership will generally avoid content that portrays any current or potential member unfavorably. Content about legal actions or public disagreements between or among members will be avoided.

19.2.1.2 PRIA staff or the PRIA Editorial Board will review member-generated content submitted for PRIA newsletters, social media, press releases or other direct communications.

19.2.2 *Third-party News Content*

19.2.2.1 Third-party news content is material that has been developed or produced by a third-party, frequently a news source or another industry association.

19.2.2.2 PRIA may serve as a news aggregator and point to, or publish with consent, content from a third-party publisher if it is determined the news may be of interest to the membership and has been appropriately vetted by the PRIA Staff or PRIA Editorial Board. Content about legal actions or public disagreements between or among members will be avoided.

19.2.2.3 PRIA will focus on reporting the facts, but will not publish third-party news that would not otherwise be published under this policy.

19.3 *Member & Industry Press Releases*

PRIA may publish member and industry press releases, in accordance with the PRIA Antitrust Policy, about new products, awards, events or special services. Generally acceptable topics include, but are not limited to:

19.3.1 Trade show announcements,

19.3.2 Product news,

19.3.3 Launch of a new service,

19.3.4 Welcome to new company officers, and

19.3.5 Articles of interest, such as security, IT, trade, etc.

19.4 *Internal Media Policy – Social Media Accounts*

19.4.1 Staff postings to PRIA's social media accounts will be governed by the Editorial Content Policy, above.

19.4.2 PRIA members may post positive and promotional messages about the association and its activities on their own social media accounts.

19.5 *External Media Policy.* Members should not speak on behalf of PRIA unless duly authorized to do so. Any member of PRIA who is contacted by the media for an interview or to issue a statement on behalf of PRIA should direct the inquiry to the PRIA Chief Staff Officer. Typically PRIA's Officers represent the association to the media.

19.6 *Media Access to PRIA Programs*

19.6.1 Media representatives are required to identify themselves to PRIA staff or officers before attending any PRIA program.

19.6.2 Media representatives attending in-person programs will be provided with appropriate identification which will be clearly visible to conference attendees.

19.6.3 Media representatives attending virtual programs will be announced to participants.

19.6.4 PRIA reserves the right to close any program or portion of a program to the media.

## 20. Whistleblower Policy

This Whistleblower Policy of the Property Records Industry Association: (1) encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies of the association; (2) specifies that the association will protect the person from retaliation; and (3) identifies where such information can be reported.

**1. Encouragement of reporting.** The association encourages complaints, reports or inquiries about illegal practices or serious violations of the association's policies, including illegal or improper conduct by the association itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which the association has existing complaint mechanisms should be addressed under those mechanisms, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.

**2. Protection from retaliation.** The association prohibits retaliation by or on behalf of the association against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The association reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

**3. Where to report.** Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They should be directed to the association's executive director or President of the Board of Directors; if both of those persons are implicated in the complaint, report or inquiry, it should be directed to the Vice-President of the Board of Directors. The association will conduct a prompt, discreet, and objective review or investigation. Staff or volunteers must recognize that the association may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.

## 21. Document Retention Policy

This Document Retention and Destruction Policy of the Property Records Industry Association identifies the record retention responsibilities of staff, volunteers, members of the Board of Directors, and outsiders for maintaining and documenting the storage and destruction of the association's documents and records.

1. **Rules.** The association's staff, volunteers, members of the Board of Directors and outsiders (i.e., independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below will be transferred and maintained by the association management offices or their equivalent; (b) all other paper documents will be destroyed after three years; (c) all other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year; and (d) **no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.**

2. **Terms for retention.**

a. Retain permanently:

- *Governance records* – Charter and amendments, Bylaws, other organizational documents, governing board and board committee minutes.
- *Tax records* – Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.
- *Intellectual property records* – Copyright and trademark registrations and samples of protected works.
- *Financial records* – Audited financial statements, attorney contingent liability letters.

b. Retain for ten years:

- *Government relations records* – State and federal lobbying and political contribution reports and supporting records.

c. Retain for three years:

- *Lease, insurance, and contract/license records* – Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

d. Retain for one year:

*All other electronic records, documents and files* – Correspondence files, past budgets, bank statements, publications, policies and procedures, survey information.

3. **Exceptions.** Exceptions to these rules and terms for retention may be granted only by the association's President of the Board of Directors.

## 22. Stewardship Policy

**Purpose:** To assure that PRIA publications remain current, accurate, and offer valuable information.

**Policy:**

- A PRIA product, once published, should be reviewed every four years or, if it cannot be reviewed in a timely fashion, moved by PRIA Staff from the public PRIA website to an archive for access by PRIA Staff & Leadership only.
- The Style Committee will review at least one product per month, including any new products proposed for first publication. Products may be reviewed ahead of schedule if time permits.
- The Style Committee requires interested subject matter experts (SMEs) to participate in the review of existing products. These people may be original drafters, work group members, committee members, or simply interested individuals from the PRIA membership.

**Policy Enactment:**

- For the initial enactment of the policy, any product currently available in the Resource Library with an I4A creation date of more than four years earlier than the first month following Board adoption of the policy will be archived by the PRIA Staff in a way that makes those publications available only to PRIA Staff, Board Directors, and Committee Chairs (*Note: this step is dependent on the capability of I4A to create the archive.*).
- Following the initial enactment of the policy, on or about January 1 and July 1 of each year, PRIA Staff will identify any products available in the Resource Library with an I4A creation date more than four years earlier.
- The Board may recommend at any time that a publication which is less than four years old be moved to the archive for review.
- PRIA Staff will provide a list of archived publications to the PRIA Style Committee at the initial enactment of the policy and then in January and July according to the schedule established above.
- The PRIA Style Committee will review the list of archived publications and determine which action is appropriate:

- Restore the publication to the Resource Library with the original publication date so that it is reviewed every six months after the 4-year mark. PRIA Staff will update the cover page and reflect the date of PRIA Style Committee review.
  - Refer the publication to the appropriate committee, work group or a SME for review and submission to the Style Committee.
  - Permanently archive the publication.
- The PRIA Style Committee will provide a semi-annual report to the PRIA Board of Directors to indicate the actions taken on publications moved to the archive.

## 23. Retired Membership Policy

**Purpose:** To establish a policy to allow retired members to remain active with PRIA and involved in product development, with a dues schedule appropriate to the commensurate benefits.

**Policy:**

- Individuals from either government or business entities that were members in-good-standing at the time of retirement are eligible to continue as a retired individual.
- Individuals only are eligible for Retired Membership.
- Individuals agree to abide by the PRIA Intellectual Property Right and Antitrust Policies
- Dues for the Retired Membership category are \$50.
- Membership benefits for the Retired Membership category include:
  - Eligible for member registration rates for all conferences, special events or other purchases that have a member rate vs. a non-member rate.
  - Eligible to serve on a committee or sub-committee team.
  - Eligible to participate as a presenter with the PRIA Speakers Bureau.
  - Not eligible to hold office.
  - Not eligible to vote.

## 24. Speaker Registration Policy

The fundamental goal of this policy is to attract the most knowledgeable speakers available to deliver functional content to enhance expertise in the industry.

### For PRIA Members and Non-members

If you are a sole speaker for a General Session or Concurrent Educational Session (excluding a working session), conference registration may be waived, based on a final decision by the president and conference planning committee. In general, all speakers are expected to pay for their own travel to, and accommodations for, PRIA conferences.

### For Non-industry Speakers

For non-industry speakers, PRIA may waive registration fees and, if requested, will consider providing hotel accommodations for one or more nights and/or travel costs.

A non-industry speaker is defined as one whose organization does not meet the eligibility requirements for PRIA membership.

## 25. Appendices

|            |                                                                     |
|------------|---------------------------------------------------------------------|
| Appendix A | <a href="#">PRIA Project Request Form</a>                           |
| Appendix B | <a href="#">PRIA Copyright Notice – Draft Form</a>                  |
| Appendix C | <a href="#">PRIA Copyright Notice – Completed and Approved Form</a> |
| Appendix D | <a href="#">PRIA Project Approval - Graphic</a>                     |
| Appendix E | <a href="#">PRIA and PREP Logo Use - Specifics</a>                  |
| Appendix F | <a href="#">PRIA Trademark Permission Use Form</a>                  |

## Intellectual Property Rights Policy (original)

PRIA shall take such steps as are appropriate to disseminate to the public the recommended standards and any other final work product (the “Standards”) that it develops. The Board, consistent with the objective of making recommended Standards available as widely as possible, may protect the intellectual property rights of such Standards. Members are subject to the following Intellectual Property Rights Policy (“IPR Policy”).

- 6.1 *General Policy.* In all matters involving intellectual property rights, the intention is to benefit the public at large, while respecting the legitimate rights of others.
- 6.2 *Confidentiality Obligations.* No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of the PRIA standard-setting process, and there must be no assumption of any confidentiality obligation with respect to any such contribution. No submission should be made on the basis of an assumed confidentiality obligation or restriction on dissemination.
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# **eRecording Best Practices for Recorders**

**DRAFT DOCUMENT**

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## Executive Summary - Best Practices for Recorders

eRecording has been steadily progressing throughout the United States since first being utilized in 1998. Recorders, end-user submitters, eRecording vendors and Land Records Management System (LRMS) vendors have tested out multiple approaches and strategies over the years. Due to the wider adoption of and greater reliance upon eRecording, PRIA is repeatedly asked for the best practices and norms for eRecording processes. This paper sets forth the consensus that has been reached on 10 eRecording best practices for recorders; however, PRIA recognizes that there may be differences in the adoption by all recording jurisdictions.

1. **Best Practice: Memorandum of Understanding.** The recorder should execute Memorandums of Understanding (MOUs), contracts, or agreements with each eRecording vendor that serves the recording jurisdiction, not with each end-user submitter.
2. **Best Practice: Recording Fees.** The recorder should accept fees electronically for service in the eRecording environment with Automated Clearinghouse (ACH) credit transactions.
3. **Best Practice: Document Types.** The recorder should accept all land title-related document types for eRecording.
4. **Best Practice: Process.** The eRecording process should be more efficient than paper recording with recording fees that meet state regulatory/statutory requirements.
5. **Best Practice: Index.** The recorder is responsible for recording the document and creating the index.
6. **Best Practice: Images.** LRMS and electronic recording software should be configured to accept images from multiple sources and of varying quality, and it should be able to improve or enhance the quality and legibility of document information. While submitters should be encouraged to adopt best practices for producing document images, LRMS software, recording jurisdictions and intermediate document managers should be equipped to successfully process documents from multiple sources and technologies.
7. **Best Practice: Vendors.** The recorder should work with multiple eRecording vendors.
8. **Best Practice: Submission Limitations.** The recorder should communicate any package-size restriction information or any other limitations specific to the recording jurisdiction to each eRecording vendor.
9. **Best Practice: Duplicate Recordings.** Procedures and systems should be in place to prevent duplicate recording of a document.
10. **Best Practice: Electronic Signatures and Notarizations.** Recording jurisdictions should accept electronically signed and notarized documents.

**Deleted:** The trail blazing r

**Commented [PD1]:** The tone of this introductory paragraph can be updated. This still sounds "emergent" and really we are at an "established" and preferred stage.

Chairs agreed to removed "trail-blazing."

**Commented [PD2]:** Change to "payments"

Chairs: "Fees" is the more appropriate term here.

**Commented [PD3]:** Are there other "non-land title-related" documents that should be added at this time. Is POA included? Certain affidavits may not be land-title-related. Would the group want this practice to be more inclusive?

Chairs: All are documents the recorder accepts are related in some way to land records.

**Commented [PD4]:** This should also be a corresponding best practice for submitters

Added to submitter draft.

## The Legal Foundation

Any discussion of best practices requires a solid foundation. For eRecording, the legal foundation lies in four key pieces of enabling legislation. The following brief summary is not intended to provide legal advice.

1. The Federal Electronic Signatures in Global and National Commerce Act ([ESIGN](#)) was signed into law June 30, 2000.
2. The Uniform Law Commission adopted the Uniform Electronic Transactions Act ([UETA](#)) in 1999. Since then, 48 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands have adopted the UETA.
3. The Uniform Real Property Electronic Recording Act ([URPERA](#)), promulgated by the ULC in 2004, which has been adopted by 35 states, the District of Columbia and the U.S. Virgin Islands.
4. RULONA and MBA/ALTA Model Act. In addition to ESIGN and UETA enabling the eRecording process, the Uniform Law Commission has developed a model act that addresses both in-person and remote online notarization. The Revised Uniform Law on Notarial Acts ([RULONA](#)) provides updated recommendations regarding all notarial acts; traditional wet-ink notarization; in-person electronic notarization; and remote online notarization.

The Mortgage Bankers Association together with the American Land Title Association has drafted a model act that is focused specifically on remote online notarization. In states where broader updates may not be necessary, the [MBA/ALTA model act](#) can provide a foundation for authorizing remote online notarial acts.

ESIGN and UETA provide for the legal equivalency of electronic records and electronic signatures with their paper and wet-ink counterparts. ESIGN and UETA are “overlay statutes,” which means their provisions were intended to work synergistically with all existing legislation. New legislation did not need to be drafted for every area of each statute that mentioned paper or ink signatures. Existing and future legislation could rely on the ESIGN and UETA provisions for moving into electronic processes.

Sections 17 and 18 of UETA provide for the adoption of electronic processes for government entities. If a state enacts these sections of UETA as set forth in the uniform act, URPERA may not be necessary for eRecording. If these sections were not included in a state’s enactment of UETA (or were substantially altered from the uniform formulation), then enactment of URPERA provides additional authority for recording jurisdictions to adopt an eRecording process.

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Deleted: :

Among these four pieces of legislation and model acts, eRecording finds a solid legal foundation. Readers are encouraged to consult with their state association or counsel to understand the legal requirements for their state.

**Commented [PD5]:** Of "model", and the individual statutes of a state ...  
We don't have URPERA in Iowa, and we get along just fine. UETA and some specific enabling legislation was enough.

To what extent is this well established practice still being questioned? Are we waiting for case law?

Chairs: No change made on this paragraph. Does not suggest all four pieces are needed.

## The Best Practices

**1. Best Practice: Memorandum of Understanding.** The recorder should execute Memorandums of Understanding (MOUs), contracts, or agreements with each eRecording vendor that serves the recording jurisdiction, not with each end-user submitter.

**Purpose:** To minimize the number of needed MOUs, contracts or agreements.

**Procedures to meet this Best Practice:**

- The recorder must first determine whether a written MOU, contract, or agreement is needed. Consult with legal counsel to determine whether the recording jurisdiction or state requires an MOU, contract, or agreement.
- The recorder should sign an MOU, contract, or agreement with each eRecording vendor. The eRecording vendors, in turn, should be required to have MOUs, contracts, or agreements with each of their end-user submitters.
- The recorder should include in the MOU information about what is legally acceptable for submission, e.g., wet-signed documents, electronically signed documents, and remotely notarized documents.
- The recorder should rely on the integrity of the eRecording vendors to conduct due diligence before contracting with end-user submitters.

Recorders do not have written MOUs with the organizations and individuals that submit paper documents.

End-user submitters may choose not to eRecord in jurisdictions that require individual submitter MOUs.

MOUs and contracts are legally binding agreements. Requiring additional MOUs or contracts with end-user submitters adds cost for the legal review process and time for implementing the ensuing agreements.

Recording jurisdictions which are part of a consortium or access portal which manages integrations with eRecording vendors on their behalf may not have need for a separate MOU with each vendor.

**Commented [PD6]:** This is intended as a clarification and a documentation of actual practice in Iowa and perhaps in other regions.

Chairs: Accepted this additional language.

**2. Best Practice: Recording Fees.** The recorder should accept fees electronically for service in the eRecording environment with Automated Clearinghouse (ACH) credit transactions.

**Purpose:** To simplify the payment of fees for eRecording.

**Procedures to meet this Best Practice:**

- Documents should be recorded throughout the business day, culminating in a single, aggregated daily financial transaction.
- At the end of the day, eRecording vendors should transfer the daily total of the recording fees and taxes, as applicable, to the recording jurisdiction via ACH and funds will be credited into the appropriate accounts of the recording jurisdiction.
- ~~Alternatively, a consortium or access portal which manages integrations with eRecording vendors on behalf of participating recording jurisdictions should process payments using any acceptable form of online payment including ACH and credit/debit accounts.~~
- The eRecording vendor should provide a daily reconciliation report that details the fees remitted for each specific transaction.

**Deleted:** by the eRecording vendor

**Commented [PD8]:** Push only? With few exceptions, we "pull" ach payments.

Chairs: Standard best practice for recording jurisdictions want "push" not "pull."

**Commented [PD9]:** This would best describe our situation, and it should be reflected as a best practice.

Co-chairs: Check with Mark and Jana. Is this appropriate in an eRecording Best Practices document? Bottom line, this further specification relating to portals is not needed.

**Deleted:** , or recording jurisdiction consortium or access portal

Rules and regulations that govern the ACH network are established by [NACHA](#) (formerly the National Automated Clearing House Association) and the [Federal Reserve](#).

**3. Best Practice: Document Types.** The recorder should accept all land title-related document types for eRecording.

**Purpose:** To maximize efficiencies for recorders and all end-user submitters.

**Procedures to meet this Best Practice:**

- The recorder should review, record, and index all submitted documents that meet statutory guidelines for recordability.
- The recorder should utilize technology to manage documents that may require routing or additional review through other offices within the jurisdiction.
- The recorder should reference the PRIA XML standard for a suggested list of document types.
- The recorder should provide updates to document types to their eRecording vendors.

Reasonable exceptions for eRecording submissions may include plats and surveys (which may be large-format documents), documents containing personally identifiable information, or documents containing information prohibited by law.

**Commented [PD11]:** Are there other "non-land title-related" documents that should be added at this time. Is POA included? Certain affidavits may not be land-title-related. Would the group want this practice to be more inclusive?

Chairs: Recorders record land-related documents. No change made.

**Commented [PD12]:** Not sure if this update should still say that plats and surveys are reasonable exceptions. Would you wish to say that a best practice is to accept plats and surveys – even if everyone doesn't do it today.

Chairs: Reasonable exception is still appropriate.

**Commented [PD13]:** This paragraph really isn't about document types.

Refers to types of documents that may include PII or are prohibited by law.

Chairs: No changes made.

**4. Best Practice: Process.** The eRecording process should be more efficient than paper recording with recording fees that meet state regulatory/statutory requirements.

**Purpose:** To maximize eRecorded document transactions for the recorder and the end-user submitter. Dealing with multiple recording jurisdictions and varying requirements complicates the process for end-user submitters.

**Procedures to meet this best practice:**

- The implementation of eRecording should involve less processing time and be more streamlined than paper recording.
- The eRecording process should minimize the required index fields, for example, information needed to calculate recording fees and taxes.
- The recording fees should be consistently applied within a jurisdiction and among the jurisdictions in a region or state.
- The eRecording process should not necessitate additional documentation or processes if the same is not required for paper recording, unless there is a need to comply with state regulatory/statutory requirements.
- Documents should not be rejected based on data formatting.
  - The recorder should not reject a document with minor variances or imperfections within indexing data, which do not prevent processing, indexing, or archiving.
- A communication system should be utilized which sends [rejection reasons](#) (footnote or endnote) back to the end-user submitter with details on why the document was rejected. Communicating clear and concise rejection reasons enhances the recordation process and reduces unnecessary delays.
  - The recorder should provide rejection reasons in simple terms to allow the end-user submitter to make corrections quickly and return the document for recording.
- It is important for recording jurisdictions to follow these procedures because end-user submitters send documents to multiple recording jurisdictions having different requirements. Tracking recording requirements across multiple jurisdictions can be time consuming and confusing for submitters.

**Commented [PD14]:** Sentence seemed incomplete

Charis: Agree. Change accepted.

**Commented [SK15]:** Follow up from Phil on Jan. 13: From our conversation today ...

Legal description information about unplatted or platted land (section, township, range or lot, block, unit) does not conform to the formatting requirements of the recording jurisdiction

The recording jurisdiction does not accept the tax code in the same format as other jurisdictions in a region

Parcel identification information, such as a PIN (parcel identification number or other tax identifier), does not conform to the formatting requirements of the recording jurisdiction

Chairs: No change made. Check with Mark Ladd and Jana Miyasaki on this formatting bullet. They concurred.

**Commented [PD16]:** This sentence seems to fit better with the main bullet

Charis: No change made.

**Deleted:** They will not be able to remember all the rules for every

**Commented [PD18]:** Some suggested alternative wording

Chairs: Change accepted.

**5. Best Practice: Index.** The recorder is responsible for recording the document and creating the [index](#).

**Purpose:** To meet the legal requirements obligating the recording jurisdiction to create the index and maintain its accuracy.

**Procedures to meet this Best Practice:**

- The recorder should require only enough data to identify the document and properly calculate fees.
- The recorder should not reject electronically submitted documents with minor variances or imperfections within indexing data, which do not prevent processing, indexing, or archiving.
- The recorder should maintain and publish its indexing rules but should not expect the end-user submitter to assume responsibility for the inclusion or accuracy of critical index data.

Recording jurisdictions have been historically and statutorily responsible for reviewing and recording documents, as well as for capturing and cumulatively preserving the grantee/grantor and other necessary index information.

**Commented [PD19]:** Some alternative wording; added "and publish."

Chairs: Verbiage addition accepted.

**Formatted:** Not Highlight

**6. Best Practice: Images.** LRMS and electronic recording software should be configured to accept images from multiple sources and of varying quality, and it should be able to improve or enhance the quality and legibility of document information. While submitters should be encouraged to adopt best practices for producing document images, LRMS software, recording jurisdictions and intermediate document managers should be equipped to successfully process documents from multiple sources and technologies.

**Purpose:** To record and preserve high quality document images in the public land record systems and archives.

**Procedures to meet this Best Practice:**

- Identify and utilize various image libraries, image conversion and compression tools available in the recorder's technology to preserve the content of documents and to improve the quality and legibility of images received from document submitters. In the event the document still has irregularities, manually enhance the document with imaging tools. These imaging tools could:
  - Improve the conversion of images which may include color such as blue signatures or property drawings or other graphics, preserving the clarity and color tone of the original document as allowed by a recording jurisdiction
  - Improve the conversion of images scanned in greyscale or color format to crisp and legible black and white images as required by a recording jurisdiction
  - Reduce pixelation which is manifested as light or grey text which is marginally legible, or which may be at greater risk of degradation over time
  - Provide for the conversion of images rendered from software rather than optical scanning devices
  - Provide for the conversion of images, which include electronically generated indicia such as recording stamps, notarial stamps, digital signatures, zoning stamps, etc.
- Make reasonable efforts to improve the legibility of the image, but if these efforts are unsuccessful, the recorder may decline the document and return it to the submitter.
- Communicate image requirements for images including paper size, margin requirements, font size, compression, black and white, orientation and image format.

## 7. Best Practice: Vendors. The recorder should work with multiple eRecording vendors.

**Purpose:** To increase the percentage of eRecording document submissions and ensure submitters, regardless of their preferred eRecording vendor, or consortium or access portal, have access to electronic recording services in a recording jurisdiction.

### Procedure to meet this Best Practice:

- The recorder should work with multiple eRecording vendors to increase the volume and percentage of eRecording document submissions.
- The recorder should verify with the LRMS vendor that their systems are capable of non-proprietary integration with any electronic recording vendor, intermediate agent or submitter.
- The recorder should provide a consistent Application Programming Interface (API) which can be presented to submitters, intermediate agents, and eRecording vendors. This may be achieved through the collaboration of multiple recording jurisdictions within a state.

Recording jurisdictions accept paper recordings from multiple sources: in person, courier deliveries, Federal Express, UPS, or USPS. Providing access to multiple eRecording vendors applies the same logic to electronically delivered documents.

**Commented [PD20]:** Really – this is about providing a level playing field

Chairs: Accepted this change.

**Formatted:** Not Strikethrough

**8. Best Practice: Submission Limitations.** The recorder should communicate any package-size restriction information or any other limitations specific to the recording jurisdiction to each eRecording vendor.

**Purpose:** To assure submittal and return of documents to the end-user submitter while minimizing the chance of rejections of larger packages or batches.

**Procedures to meet this Best Practice:**

- The recorder should post on the recorder's website any package size restrictions to avoid a problem with either acceptance or return of documents.
- The recorder should communicate limitations on the number of documents submitted in a single package or batch, the number of pages in a single document, file size and file compression type.

**Commented [PD21]:** What would we say the typical size limits should be.

1MB or less for a document file?

10 documents or less for a package of unrelated documents?

no limit on the number of related documents in a package?

Number of pages ends up equating to file size, so I'm not sure if there is a best practice on pages

Compression is important to software vendors. Maybe they have a consensus position ...

Chairs: Doesn't seem to be any action proposed here.

**9. Best Practice: Duplicate Recordings.** Procedures and systems should be in place to prevent duplicate recording of a document.

**Purpose:** To avoid duplicate recordings which result in extra fees being charged and confusing entries in the index.

**Procedures to meet this Best Practice:**

- All parties involved in the eRecording transaction should take an active role in minimizing the occurrence of duplicate recordings.
- The recorder should ensure their LRMS and eRecording vendors have the necessary tools in place to prevent duplicate recordings. The [PRIA-MISMO XML Data Standards](#) include technical methods to minimize duplicate recordings.
- When there is an apparent delay in the processing of a submission, the recorder should advise the end-user submitter to check with their eRecording vendor before re-submitting a package for **recording**.
- When a duplicate recording occurs, the parties should work cooperatively to identify and resolve the issue.

**Commented [PD22]:** Belongs as a submitter best practice  
Include in submitter BP

**Commented [PD23]:** Some commentary might be in order here. The reality is that some jurisdictions are able to monitor submission activity and may catch a duplicate. In this case they would reject the duplicate as a "courtesy". In other jurisdictions, the practice is – so sorry, but it is the submitters responsibility to pay attention to their submissions – we record what you send us. In some respects this is a function of volume. Can't say they are entirely wrong but ...

Investments in AI could help reduce this going forward, possibly

Chairs: There is no action item recommended here? Stands as written.

**10. Best Practice: Electronic Signatures and Notarizations.** Recording jurisdictions should accept electronically signed and notarized documents.

**Purpose:** To maximize the volume and efficiencies of eRecording.

**Procedures to meet this Best Practice:**

- Address specific requirements for the recording jurisdiction per state statutes, regulations or eRecording commission's guidance.
- Consult your state recorder's association for further guidance.
- Adopt policies which place the burden on submitters to ensure that documents submitted for recording are legally executed.
- Communicate clearly to submitters the policies for accepting electronic signatures and notarizations.

The Electronic Signatures in Global and National Commerce Act (ESIGN) is a federal statute that was adopted by Congress and became effective in October 2000. Regarding electronic signatures, the act states: "A signature, contract, or other record relating to such transaction may not be denied legal effect, validity or enforceability solely because it is in electronic form." 15 U.S.C. §7001(a)(1). Regarding notarization, the act states: "If a statute, regulation, or other rule of law requires a signature or record relating to a transaction in or affecting interstate or foreign commerce to be notarized, acknowledged, verified, or made under oath, that requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable statute, regulation, or rule of law, is attached to or logically associated with the signature or record." 15 U.S.C. §7001(g). Simply stated, electronic signatures, including a notary's use of an electronic signature, have been legally valid in the United States since 2000.

Additionally, 48 states have adopted the Uniform Electronic Transactions Act (UETA), which is a model law drafted by the Uniform Law Commission. The language in UETA regarding the legal validity of electronic signatures and notarization is virtually identical to the ESIGN language previously quoted.

Further, 35 states have adopted the Uniform Real Property Electronic Recording Act (URPERA), another model law drafted by the Uniform Law Commission which addressed the possibility that under certain circumstances, UETA might not be applicable to recordable documents. When this scenario exists, the adoption of URPERA clarifies that electronic records are, indeed, legally recordable.

**Commented [PD24]:** Would a cross reference to the Legal Foundation section early in the paper be sufficient, rather than repeating it all here.

Chairs: Keep the summary in place here.

**Commented [PD25]:** Possible additional bullets

Chairs: Addition accepted.

Understanding that most documents need to be acknowledged to meet recording requirements in most states, URPERA echoes ESIGN and UETA by stating: “A requirement that a document or a signature associated with a document be notarized, acknowledged, verified, witnessed, or made under oath is satisfied if the electronic signature of the person authorized to perform that act, and all other information required to be included, is attached to or logically associated with the document or signature. A physical or electronic image of a stamp, impression, or seal need not accompany an electronic signature.” URPERA Section 3(c).

All of these statutes have proceeded from the simple concept that an electronic notarization is a notarization performed with a different tool. An electronic notarization must meet all of the requirements of a paper notarization, including the personal appearance and identification proofing of the signer. Rather than changing the nature of the notarization, electronic notarization changes only the means by which the transaction is performed.

While ESIGN, UETA and URPERA establish the legal validity of an electronic notarization, some states believe additional regulations are required before e-notarizations can be accepted. Notary appointing authorities (usually within the Secretaries of State offices) may have statutory responsibilities which make registration of the electronic signature that a notary intends to use when notarizing electronic documents a necessary requirement.

| Best Practice                                                                                                                                                                                                       | Purpose                                                                                                       | Procedures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recording Jurisdictions should have procedures in place to prevent duplicate recording of document.                                                                                                                 | To avoid the duplicate recording of documents.                                                                | <ul style="list-style-type: none"> <li>• The Best Practice is for Recording Jurisdictions to have an agreement in place with the eRecording vendor to avoid duplication of submissions</li> <li>• Software vendors put into place a mechanism to identify when a document has been submitted a second time.</li> <li>• Submitters should place an identifying mark on e-submitted document so staff don't send it again, once it was recorded.</li> <li>• Submitters should recognize that once a document is recorded it is impossible for the Recording office to remove from the public record or issue a refund.</li> </ul> |
| Recording Jurisdictions should work with multiple eRecording vendors.                                                                                                                                               | To increase the percentage of eRecording document submissions                                                 | <ul style="list-style-type: none"> <li>• The best practice is to integrate with the submitter software. This is key to the larger end-user submitters. The eRecording vendors each have their own integration technology which may work well for one end-user submitter but not so well for another.</li> </ul>                                                                                                                                                                                                                                                                                                                 |
| Images should be submitted in a standardized format taking into consideration preservation needs. Scanned documents should be clean, without artifacts/lines, and must accurately represent the original documents. | To record and preserve high quality document images documents in the public land record systems and archives. | <ul style="list-style-type: none"> <li>• The PRIA page size recommendation is 8.5 inches by 11 inches.</li> <li>• The page size should be included in the metadata provided by the eRecording vendor.</li> <li>• The PRIA image resolution recommendation is 300 dpi, black and white.</li> <li>• The metadata should contain a page count for each document.</li> </ul>                                                                                                                                                                                                                                                        |

|                                                                                                                                                                     |                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                     |                                                                                                                                                | <ul style="list-style-type: none"> <li>• The PRIA recommendation for font is a minimum 10-point font.</li> <li>• The image format should be single file, multi-page TIFF, PDF or PDF/A, as specified by the recorder.</li> <li>• If the recorder requires specific file size for an image or package, that information should be communicated to the LRMS and eRecording vendors.</li> </ul> <p>(Possible bullet point – submitter should migrate to software which can render document images and incorporate digital signatures and other electronic indicia, as the resulting image(s) will be of higher quality than scanned paper documents.)</p> |
| The recorder should communicate any package-size restriction information or any other limitations specific to the recording jurisdiction to each eRecording vendor. | To assure submittal and return of documents to the end-user submitter while minimizing the chance of rejections of larger packages or batches. | <ul style="list-style-type: none"> <li>• The recorder should post on the recorder's website any package size restrictions to avoid a problem with either acceptance or return of documents.</li> <li>• The recorder should communicate limitations on the number of documents submitted in a single package or batch, the number of pages in a single document, file size and file compression type.</li> </ul>                                                                                                                                                                                                                                        |
| Procedures and systems should be in place to prevent duplicate recording of a document.                                                                             | To avoid duplicate recordings which result in extra fees being charged and confusing entries in the index.                                     | <ul style="list-style-type: none"> <li>• All parties involved in the eRecording transaction should take an active role in minimizing the occurrence of duplicate recordings.</li> <li>• The recorder should ensure their LRMS and eRecording vendors have the necessary</li> </ul>                                                                                                                                                                                                                                                                                                                                                                     |

**Commented [PD1]:** Thought for consideration as a future submitter best practice ...

**Commented [PD2]:** What would we say the typical size limits should be.  
1MB or less for a document file?  
10 documents or less for a package of unrelated documents?  
no limit on the number of related documents in a package?  
Number of pages ends up equating to file size, so I'm not sure if there is a best practice on pages

Compression is important to software vendors. Maybe they have a consensus position ...

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>tools in place to prevent duplicate recordings. The PRIA-MISMO XML Data Standards include technical methods to minimize duplicate recordings.</p> <ul style="list-style-type: none"> <li>• When there is an apparent delay in the processing of a submission, the recorder should advise the end-user submitter to check with their eRecording vendor before re-submitting a package for recording.</li> <li>• When a duplicate recording occurs, the parties should work cooperatively to identify and resolve the issue.</li> </ul> |
|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**Commented [SK3]:** Link to the webpage with the standards.

I. **Best Practice: Recording Jurisdictions should have procedures in place to prevent duplicate recording of document.**

**Purpose:** To avoid the duplicate recording of documents.

Procedures to meet this Best Practice:

- The Best Practice is for Recording Jurisdictions to have an agreement in place with the eRecording vendor to avoid duplication of submissions
- Software vendors put into place a mechanism to identify when a document has been submitted a second time.
- Submitters should place an identifying mark on e-submitted document so staff don't send it again, once it was recorded.
- Submitters should recognize that once a document is recorded it is impossible for the Recording office to remove from the public record or issue a refund.

**Commented [shk4]:** Pass to Business Requirements Work Group for the LRMS best practices

**Commented [shk5]:** This is a best practice for "submitters" not recorders

II. **Best Practice: Recording Jurisdictions should work with multiple eRecording vendors.**

**Purpose:** To increase the percentage of eRecording document submissions

Procedures to meet this Best Practice:

- The best practice is to use multiple eRecording vendors to increase the percentage of eRecording document submissions.
  - a. The best practice is to integrate with the submitter software. This is key to the larger end-user submitters. The eRecording vendors each have their own integration technology which may work well for one end-user submitter but not so well for another.

**Commented [shk6]:** This belongs in best practices for submitters

From eRecording Best Practices Recorders - #4

- The eRecording vendor and the LRMS vendor should accommodate the formatting requirements of data fields to make it easier for the end-user submitter and recorder.
- The eRecording vendor and LRMS vendor should know the specifics of how fields will populate and format based on testing and integration.

**Commented [SK7]:** Move this to submitter best practices.

- II. **Best Practice: Images.** Images should be submitted in a standardized format taking into consideration preservation needs. Scanned documents should be clean, without artifacts/lines, and must accurately represent the original documents.

**Purpose:** To record and preserve high quality document images documents in the public land record systems and archives.

**Procedures to meet this Best Practice:**

- The PRIA page size recommendation is 8.5 inches by 11 inches.
- The page size should be included in the metadata provided by the eRecording vendor.
- The PRIA image resolution recommendation is 300 dpi, black and white.
- The metadata should contain a page count for each document.
- The PRIA recommendation for font is a minimum 10-point font.
- The image format should be single file, multi-page TIFF, PDF or PDF/A, as specified by the recorder.
  - If the recorder requires specific file size for an image or package, that information should be communicated to the LRMS and eRecording vendors.

**Commented [PD8]:** This is a submitter best practice  
Is there a recorder best practice for "images."

(Possible bullet point – submitter should migrate to software which can render document images and incorporate digital signatures and other electronic indicia, as the resulting image(s) will be of higher quality than scanned paper documents.)

**Commented [PD9]:** Thought for consideration as a future submitter best practice ...

**Commented [SK10]:** Move this to the submitter best practices document

**Formatted:** Font: 12 pt

**Formatted:** Normal, No bullets or numbering

**Removal of Racial Covenants: Deed Modification, Condemning  
Statement, Indexing Instructions**

**REFERENCE:**

Sec. 5.026. DISCRIMINATORY PROVISIONS. (a) If a restriction that affects real property, or a provision in a deed that conveys real property or an interest in real property, whether express or incorporated by reference, prohibits the use by or the sale, lease, or transfer to a person because of race, color, religion, or national origin, the provision or restriction is void.

(b) A court shall dismiss a suit or part of a suit to enforce a provision that is void under this section.

Acts 1983, 68th Leg., p. 3483, ch. 576, Sec. 1, eff. Jan. 1, 1984.

**BILL LANGUAGE:**

A BILL TO BE ENTITLED  
AN ACT

relating to the removal of discriminatory provisions in conveyance instruments and recording and indexing of certain statements condemning discriminatory provisions in real property records.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 5, Property Code, is amended by adding Sections 5.0261 and 5.0262 to read as follows:

Sec. 5.0261. REMOVAL OF DISCRIMINATORY PROVISION IN CONVEYANCE INSTRUMENT. (a) A person who owns real property or an interest in real property that includes a recorded conveyance document in its chain of title that contains a discriminatory provision as defined in Section 5.026 Property Code may complete and file with the district clerk a motion, verified by affidavit by a completed form for ordinary certificate of acknowledgment, of the same type described by Section 121.007, Civil Practice and Remedies Code, that contains, at a minimum, the information in the following suggested form:

In Re: Conveyance Instrument with Discriminatory Provision.

MISC. DOCKET NO.  
In the \_\_\_\_\_ Judicial District

In and For \_\_\_\_\_  
County, Texas

Motion for Judicial Review of Conveyance Instrument That Contains an Illegal Discriminatory Provision as defined in Section 5.026 Property Code

Now Comes (name) and files this motion requesting a judicial determination of the status of conveyance documentation or a conveyance instrument that contains an illegal discriminatory provision as defined in Section 5.026 Property Code real property filed in the office of the Clerk of (county name) County, Texas, and in support of the motion would show the court as follows:

I.

(Name), movant herein, is the person who owns the real property or the interest in real property described in the conveyance documentation or conveyance instrument.

II.

On (date), in the exercise of the county clerk's official duties as County Clerk of (county name) County, Texas, the county clerk received and filed and recorded the conveyance

documentation or conveyance instrument attached hereto and containing (number) pages. Said conveyance documentation or conveyance instrument contains an illegal discriminatory provision as defined in Section 5.026 Property Code.

III.

Movant alleges that the conveyance documentation or instrument attached hereto contains an illegal discriminatory provision as defined in Section 5.026 that the discriminatory provision should therefore be removed.

IV.

Movant attests that assertions herein are true and correct.

V.

PRAYER

Movant requests the court to review the attached conveyance documentation or instrument and enter an order removing the illegal discriminatory provision as defined in Sections 5.026 , together with such other orders as the court deems appropriate.

Respectfully submitted,

\_\_\_\_\_  
(Signature and typed name and address)

(b) The completed form for ordinary certificate of acknowledgment, of the same type described by Section [121.007](#), Civil Practice and Remedies Code, must be as follows:

AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me duly sworn, deposed as follows:

"My name is \_\_\_\_\_. I am over 21 years of age, of sound mind, with personal knowledge of the following facts, and fully competent to testify.

I further attest that the assertions contained in the accompanying motion are true and correct."

Further affiant sayeth not.

\_\_\_\_\_  
SUBSCRIBED and SWORN TO before  
me, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas  
Notary's printed name:

\_\_\_\_\_  
My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
(c) A motion under this section may be ruled on by a district judge having jurisdiction over real property matters in the county where the subject document was filed. The court's finding may be made solely on a review of the documentation or instrument attached to the motion and without hearing any testimonial evidence. The court's review may be made ex parte without delay or notice of any kind. An appellate court shall expedite review of a court's finding under this section.

(d) The district clerk may not collect a filing fee for filing a motion under this section.

(e) After reviewing the documentation or instrument attached to a motion under this section, the district judge shall enter an appropriate finding of fact and conclusion of law, which must be filed and indexed in the same class of records in which the subject documentation or instrument was originally filed.

(f) The county clerk may not collect a fee for filing a district judge's finding of fact and conclusion of law under this section.

(g) A suggested form order appropriate to comply with this section is as follows:

In Re: Conveyance Instrument with  
Discriminatory Provision.

MISC. DOCKET NO. \_\_\_\_\_  
In the \_\_\_\_\_ Judicial District

In and For \_\_\_\_\_  
County, Texas

Judicial Finding of Fact and Conclusion of Law Regarding  
Conveyance Document or Conveyance Instrument  
That Contains an Illegal Discriminatory Provision as defined in  
Section 5.026 Property Code

On the (number) day of (month), (year), in the above  
entitled and numbered cause, this court reviewed a motion,  
verified by affidavit, of (name) and the documentation or  
instrument attached thereto. No testimony was taken from any  
party, nor was there any notice of the court's review, the court  
having made the determination that a decision could be made  
solely on review of the documentation or instrument under the  
authority vested in the court under Subchapter J, Chapter 51,  
Government Code.

The court finds as follows (only an item checked and  
initialed is a valid court ruling):

The conveyance documentation or conveyance instrument  
attached to the motion herein CONTAINS an illegal discriminatory  
provision as defined in Section 5.026

The illegal discriminatory provision as defined in Section  
5.026 is void and removed from the conveyance documentation or  
conveyance instrument attached to the motion herein.

The documentation or instrument attached to the motion  
herein DOES NOT CONTAIN an illegal discriminatory provision as  
defined in Section 5.026:

This court expressly limits its finding of fact and  
conclusion of law to the review of a ministerial act. The

county clerk shall file this finding of fact and conclusion of law in the same class of records as the subject documentation or instrument was originally filed, and the court directs the county clerk to index it using the same names that were used in indexing the subject documentation or instrument.

SIGNED ON THIS THE                      DAY OF                      .

DISTRICT JUDGE

JUDICIAL DISTRICT

COUNTY, TEXAS

Sec. 5.0262. STATEMENT CONDEMNING DISCRIMINATORY PROVISIONS.

(a) To the extent of any conflict between this section and other law, this section prevails.

(b) An owner of real property or an interest in real property for which a recorded original instrument of conveyance contains a provision the owner believes is a discriminatory provision, as defined by Section 5.0261, may cause to be recorded in the real property records of the county in which the instrument is recorded a statement that substantially complies with Subsection(c) condemning discriminatory provisions in the instrument.

(c) A statement condemning discriminatory provisions filed under Subsection (b) must be substantially the following form:

STATEMENT CONDEMNING DISCRIMINATORY PROVISIONS

1. The property legally described as: [insert legal description of property] ("Property") and any improvements on the Property are held under a chain of title that contains discriminatory provisions.

2. Discriminatory provisions in the chain of title for the Property are void and unenforceable under the laws of the United States and this state, including Section 5.026(a), Texas Property Code, which provides that "If a restriction that affects real property, or a provision in a deed that conveys real property or an interest in real property, whether express or incorporated by reference, prohibits the use by or the sale, lease, or transfer to a person because of race, color, religion or national origin, the provision or restriction is void."

3. The discriminatory provisions contained in the chain of title under which the Property is held are invalid, unenforceable, repugnant, and antithetical to this state's values of equal justice and equality under the law.

SECTION 2. Sections 193.003(a), (b), and (d), Local Government Code, are amended to read as follows:

(a) The county clerk shall maintain an alphabetical index to all recorded deeds, powers of attorney, mortgages, correction instruments, statements condemning discriminatory provisions, and other instruments relating to real property. The index must state the specific location in the records at which the instruments are recorded.

(b) The index must be a cross-index that contains the names of the grantors and grantees in alphabetical order. If a deed is made by a sheriff, the index entry must contain the name of the sheriff and the defendant in execution. If a deed is made by an executor, administrator, or guardian, the index entry must contain the name of that person and the name of the person's testator, intestate, or ward. If a deed is made by an attorney, the index entry must contain the name of the attorney and the attorney's constituents. If a deed is made by a commissioner or trustee, the index entry must contain the name of the commissioner or trustee and the name of the person whose estate is conveyed. The index entry for a correction instrument must contain the names of the grantors and grantees as stated in the correction instrument. The index entry for a discriminatory provision removal Instruments must contain the names of the grantors and grantees as stated in the removal instrument. The index entry for a paper document described by Section 12.0011(b) (3), Property Code, must contain the names of the grantors and grantees.

(d) In this section:

(1) "Correction[, "correction] instrument" means an Instrument correcting an ambiguity or error in a recorded original instrument of conveyance to transfer real property or an interest in real property as described by Section 5.028 or 5.029, Property Code.

(2) "Discriminatory provision removal instrument"  
means an instrument recorded in accordance with Section 5.0261,  
Property Code.

(3) "Statement condemning discriminatory provisions"  
means a statement recorded in accordance with Section 5.0262,  
Property Code.

SECTION 3. This Act takes effect September 1, 2021.



## Information Shielding Laws & Real Estate FAQs & Best Practices



*The title and land records industries recognize limiting access to certain personal information in government records can help protect the safety of at-risk groups. The best way to shield sensitive information is to limit who has access to the protected data, without removing or altering vital public records.*

### **What is an information shielding or redaction law?**

Information shielding and redaction laws protect individuals with recognized safety concerns (for example, law enforcement officers, judges or victims of domestic violence or abuse) by restricting access to, or limiting the publication of, certain personal information in government records or online databases.

### **What information is shielded?**

Records containing the combination of an individual's name with an additional data element, such as home address, personal phone number or email address, are shielded from public view. This minimizes the potential to use this information to locate an at-risk party and inflict harm.

### **How do these laws work with public records?**

State programs with minimized impact on the public records have taken one of two approaches:

1. In [Arizona](#), an eligible person files an affidavit with the court to prohibit the general public from accessing personal information. If approved by the court, an order is issued directing the clerk to prohibit public access to the information. The prohibition on public access expires after a period of time, generally 4-6 years. Access for real estate/title professionals is available.
2. In [Minnesota](#), an eligible person files an application with a state agency, usually the Attorney General or Secretary of State, to certify eligibility for the program. Once certified, a participant may file a notice to prohibit public access to government records containing personal information. Access for real estate/title professionals is available.

The methods above provide effective solutions that balance protecting at-risk parties and allowing necessary access to public records. Other approaches, such as full redaction, are less effective and can lead to potential unintended consequences such as permanently impacting the integrity of land records, non-uniform shielding procedures, creating a false sense of security for the protected party, and the inability to buy, sell or finance property. The title industry wants to ensure that these laws do not have adverse consequences for the very people they are designed to protect.

County property recorders have the responsibility to implement and adhere to these laws and adequate funding is required to ensure effective shielding processes.

### **How are public records used in real estate transactions?**

When it comes to an individual's ability to buy, sell, and own real property, access to public land and tax records is essential. Land records prove ownership and show when the property is subject to a mortgage, judgment, or other encumbrance. Public records are accessed, reviewed, and used in every real estate transaction, including refinancing of home loans. Ineffective redaction laws will impair an at-risk individual's ability to buy, sell or take out loans on their property.

### **How do shielding laws affect public records and real estate transactions?**

Record shielding laws must accommodate records access for companies providing real estate transaction services for at-risk individuals. Shielded information must be available to real estate and title insurance professionals and lenders to facilitate the transaction, minimize consumer costs, ensure trustworthy land transfers, and allow for timely real estate closings. The consumer information acquired by professionals in a real estate transaction is subject to the protections of the Gramm-Leach-Bliley Act, which limits subsequent transfer and use.

Additionally, record shielding can impede enforcement of a court judgement (including a judgement for spousal or child support) or a lien against an individual when essential information within these instruments is shielded from notice.

Permanent redaction of essential information from these records can also negatively impact future transactions involving those properties and permanently diminish the integrity of the public record.

### **What are best practices to approach information shielding?**

The following best practices represent an approach that achieves protections for at-risk individuals without impeding the transfer or financing of real estate or creating a risk for fraud.

- Permitted access should be available to:
  - Someone with a signed release from the protected individual or court order;
  - Licensed professionals with existing consumer privacy/confidentiality requirements (attorneys, title professionals, assessors, etc.);
  - Licensed entities with a signed confidentiality agreement with a government entity.
- State-wide uniform standards and processes must be followed to ensure all records pertaining to an individual are properly shielded.
- Names contained in a record index must not be shielded or redacted. Records must be discoverable within the public records index, which should include a flag indicating that the document has been shielded.
- Shielding requests should be time limited to minimize long-term impact on the real estate conveyancing system and ensure the continued accuracy of the public records. A renewal request can be submitted every four to six years.
- A process for record restoration must exist to facilitate real estate transactions and transfers, or administration of a will.
- Authorized access to shielded government records should be available electronically, as well as in-person, to allow for social distancing measures and, absent a public health necessity, to accommodate access for non-local authorized parties.
- Government entities and third parties should maintain robust records to track and log access of shielded records.



## **Protect Judges Without Impacting Their Ability to Buy or Sell a Home**



### **Background:**

Information shielding and redaction laws protect individuals with recognized safety concerns (for example, law enforcement officers, judges or victims of domestic violence or abuse, etc.) by restricting access to, or limiting the publication of, certain personal information in government records or online databases.

Certain individual state laws allow for records containing the combination of personal information, such as legal name, home address, personal phone number, and email address, to be shielded or redacted from publication. This prevents access to this information to minimize the potential of bringing harm to an at-risk party.

The title and land records industries recognize shielding certain information in government agency records can help protect the safety of at-risk groups. The best way to shield sensitive information is to limit who has access to the protected data, without removing or altering vital public records.

These types of record shielding protections need to include provisions for companies doing business with at-risk individuals. This is especially true in real estate and mortgage markets, which rely on access to public property and tax records to complete a transaction.

### **Real Estate Transfers and Information Shielding:**

When it comes to an individual's property rights, access to public land and tax records is essential. Land records prove ownership and indicate when the property is subject to a mortgage, judgment, or other encumbrance. These public records are accessed, reviewed, and used in every real estate transaction, including refinancing of home loans. Protected individuals may not be able to buy, sell, or take out loans on property if these records are inaccessible. By following a series of best practices, at-risk parties will be protected without impeding the transfer or financing of real estate or creating a risk for fraud.

### **Judicial Security and Privacy Act of 2020 Feedback:**

At the state level, the responsibility to implement and adhere to information shielding laws often falls upon county property recorders. Lack of funding for new compliance obligations and

limitations in land records management software for many county offices leads to non-uniform implementation procedures and ultimately creates risk for fraud. The grant program outlined in the Judicial Security and Privacy Act of 2020 creates resources needed to implement uniform standards and processes that protect at-risk groups. We support this provision and believe it will positively impact the effective and efficient implementation of information shielding measures that follow best practices.

**To Protect Judges Without Impacting Their Ability to Buy or Sell a Home, we recommend:**

1. An exception in section 4(a) for access to records with the consent of the protected individual or court order.

*(4)(a)(3) Exceptions: Nothing in this section shall prohibit a government agency from providing access to records containing judges' personally identifiable information to a third party if the third party possesses a signed release from the judge, a court order, the entity is already subject to the requirements of the Gramm-Leach-Bliley Act or the third party executes a confidentiality agreement with the government agency.*

2. In a real estate transaction, shielded information is accessed at the request of the protected party and must be made available to certain participants, such as the title insurance company and/or the lender. This information access and use is subject to the protections of the Gramm-Leach-Bliley Act, which limits subsequent transfer and use. The Judicial Security and Privacy Act of 2020 should take into account necessities of transaction-based data transfers within the definition of "data broker".

We would recommend amending the definition of "data broker" to exclude businesses that do not sell data or provide the general public with data access. In approximately half the states, the law requires, as part of licensing, that title and other real estate professionals maintain separate replicas of property, court and tax records. The broad definition of "data broker" in section 3 would conflict with these requirements.

We recommend the following modifications to the definition of "data broker":

*DATA BROKER.—The term "data broker" means a commercial entity that collects, assembles, or maintains personal information concerning an individual who is not a customer or an employee of that entity in order to sell the information or provide access to the information TO A NON AFFILIATED THIRD PARTY. A "DATA BROKER" DOES NOT INCLUDE A BUSINESS THAT UTILIZES PERSONAL INFORMATION INTERNALLY, PROVIDES ACCESS TO BUSINESSES UNDER COMMON OWNERSHIP OR AFFILIATED BY CORPORATE CONTROL OR SELLS OR PROVIDES DATA FOR A TRANSACTION OR SERVICE REQUESTED BY OR CONCERNING THE INDIVIDUAL WHOSE PERSONAL INFORMATION IS BEING TRANSFERRED.*



## **Information Shielding** **Best Practices**



### **What are best practices to approach information shielding?**

The following best practices represent an approach that achieves protections for at-risk individuals without impeding the transfer or financing of real estate or creating a risk for fraud.

- Permitted access should be available to:
  - Someone with a signed release from the protected individual or court order;
  - Licensed professionals with existing consumer privacy/confidentiality requirements (attorneys, title professionals, assessors, etc.);
  - Licensed entities with a signed confidentiality agreement with a government entity.
- State-wide uniform standards and processes must be followed to ensure all records pertaining to an individual are properly shielded.
- Names contained in a record index must not be shielded or redacted. Records must be discoverable within the public records index, which should include a flag indicating that the document has been shielded.
- Shielding requests should be time limited to minimize long-term impact on the real estate conveyancing system and ensure the continued accuracy of the public records. A renewal request can be submitted every four to six years.
- A process for record restoration must exist to facilitate real estate transactions and transfers, or administration of a will.
- Authorized access to shielded government records should be available electronically, as well as in-person, to allow for social distancing measures and, absent a public health necessity, to accommodate access for non-local authorized parties.
- Government entities and third parties should maintain robust records to track and log access of shielded records.

### **How do these laws work with public records?**

State programs with minimized impact on the public records have taken one of two approaches:

1. In [Arizona](#), an eligible person files an affidavit with the court to prohibit the general public from accessing personal information. If approved by the court, an order is issued directing the clerk to prohibit public access to the information. The prohibition on public access expires after a period of time, generally 4-6 years. Access for real estate/title professionals is available.
2. In [Minnesota](#), an eligible person files an application with a state agency, usually the Attorney General or Secretary of State, to certify eligibility for the program. Once certified, a participant may file a notice to prohibit public access to government records containing personal information. Access for real estate/title professionals is available.

The methods above provide effective solutions that balance protecting at-risk parties and allowing necessary access to public records. Other approaches, such as full redaction, are less effective and can lead to potential unintended consequences. County property recorders have the responsibility to implement and adhere to these laws and adequate funding is required to ensure effective shielding processes.

December 16, 2020

The Honorable Nancy Pelosi  
Speaker of the House  
U.S. House of Representatives  
1236 Longworth House Office Building  
Washington, DC 20515

The Honorable Kevin McCarthy  
Republican Leader  
U.S. House of Representatives  
2468 Rayburn House Office Building  
Washington, DC 20515

The Honorable Mitch McConnell  
Republican Leader  
U.S. Senate  
317 Russell Senate Office Building  
Washington, DC 20510

The Honorable Charles E. Schumer  
Democratic Leader  
U.S. Senate  
322 Hart Senate Office Building  
Washington, D.C. 20510

Dear Speaker Pelosi, Leader McCarthy, Leader McConnell, and Leader Schumer:

On behalf of the undersigned organizations, we write to express our strong support for the inclusion of the Securing and Enabling Commerce Using Remote and Electronic Notarization Act (SECURE Notarization Act) as Congress continues to negotiate further COVID-19 relief measures. We look forward to working with you and your colleagues in both chambers as this process unfolds.

This bicameral, bipartisan legislation (H.R. 6364, S. 3533) introduced by Reps. Dean (D-PA) and Reschenthaler (R-PA) and Sens. Cramer (R-ND) and Warner (D-VA), has 81 cosponsors in the House and 5 in the Senate. The SECURE Notarization Act allows businesses and consumers the ability to execute critical documents using two-way audiovisual communication. Current requirements for a signer to physically be in the presence of a Notary are often impractical and sometimes impossible due to social distancing constraints resulting from COVID-19 that is spreading faster than ever across the United States. Twenty-nine states have already recognized the benefits of Remote Online Notarization (RON) and passed legislation authorizing its use.

Notarizations are used extensively in real estate transactions, as well as in a variety of other important areas including affidavits, powers of attorney, living trusts, and advance health care directives, among others.

A survey conducted by the American Land Title Association of major vendors working in the RON space found that use of RON has increased 547% during 2020 when compared to 2019.

This increase can be attributed to heightened demand for RON during the pandemic, in addition to the fact that 29 states have now passed permanent laws authorizing its use. Clearly there is a need and demand for this approach across the country.

Given the dramatic adjustments businesses have had to make during the COVID-19 pandemic, the federal government should provide the critical tools to leverage technology to continue to promote social distancing, keep Americans safe, and ensure important economic activities continue.

The SECURE Notarization Act would allow for the immediate nationwide use of RON technology. The legislation provides certainty for interstate recognition of RON and establishes robust minimum standards to ensure strong nationwide consumer protections. Current or future state laws meeting the national minimum standards will supersede this federal law.

The SECURE Notarization Act will allow Americans to complete real estate and other transactions without having to gather and risk contracting or spreading COVID-19.

We urge you to include the SECURE Notarization Act in any COVID-19 relief legislation.

Sincerely,

American Council of Life Insurers  
American Financial Services Association  
American Land Title Association  
California Land Title Association  
California Mortgage Bankers Association  
The Council of Insurance Agents and Brokers  
DocuSign  
eNotaryLog  
Electronic Signatures and Records Association  
Housing Policy Council  
Independent Community Bankers of America  
Mortgage Bankers Association  
The National Association for Fixed Annuities  
National Association of Homebuilders  
National Association of Insurance and Financial Advisors  
National Association of REALTORS®  
Nexsys  
Notarize  
NotaryCam  
Pavaso  
Property Records Industry Association  
SIGNiX  
SimplySecureSign  
TIAA

cc:

U.S. Senate Committee on the Judiciary

U.S. House Committee on Energy and Commerce

U.S. House Committee on the Judiciary

