

NUECES COUNTY CLERK

Sec. 195.003. PERSONS AUTHORIZED TO FILE ELECTRONICALLY

The following persons may file electronic documents or other documents electronically for recording with a county clerk that accepts electronic filing and recording under this chapter. Please identify which of the following apply to your organization:

- (1) an attorney licensed in this state;
- (2) a bank, savings and loan association, savings bank, or credit union doing business under laws of the United States or this state;
- (3) a federally chartered lending institution, a federal government-sponsored entity, an instrumentality of the federal government, or a person approved as a mortgagee by the United States to make federally insured loans;
- (4) a person licensed to make regulated loans in this state;
- (5) a title insurance company or title insurance agent licensed to do business in this state;
- (6) an agency of this state; *or*
- (7) a municipal clerk

**NUECES COUNTY CLERK
ELECTRONIC RECORDING
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), dated _____ is between the Nueces County Clerk, and _____ (“Authorized Filer”).

WHEREAS, this Agreement is entered into pursuant to Texas Property Code, Chapter 15, Uniform Real Property Electronic Recording Act, Texas Local Government Code, Section 191.009, Electronic Filing and Recording, Texas Local Government Code, Chapter 195, Electronic Filing of Records with and Recording by County Clerks, and Texas Administrative Code, Chapter 13, Texas State Library and Archives Commission Rule for Electronic Filing.

WHEREAS, this Agreement establishes the terms and conditions of participation in the Nueces County Clerk’s electronic filing and recording program, and

WHEREAS, the Nueces County Clerk is authorized to receive qualifying documents for filing and recordation in the Nueces County Clerk’s official records, and

WHEREAS, CSC , herein “Electronic Recording Provider” facilitates the electronic recording of documents with governmental entities by authorized members of the public, and

WHEREAS, this Agreement sets forth the requirements for electronically recording documents with the Nueces County Clerk, and memorializes the agreement between the Nueces County Clerk and authorized filers.

NOW THEREFORE, the Parties hereby agree to as follows:

For the purposes of this Agreement, *Electronic Recording* is defined as the electronically-based submitting of documents from the Authorized Filer to the County and electronically-based receipt of confirmation of recording from the County to the Authorized Filer based on the level of automation and structure of the transaction and is characterized by four levels of automation as follows:

Level 1 Authorized Filer through the Electronic Recording Provider transmits scanned image copies of ink signed documents to the Nueces County Clerk. The Clerk completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the Authorized Filer through the Electronic Recording Provider in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2 Authorized Filer through the Electronic Recording Provider transmits scanned images of ink signed documents along with electronic indexing information to the Nueces County Clerk. The Nueces County Clerk performs an electronic examination of the imaged

documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the Authorized Filer through the Electronic Recording Provider along with the electronic recording data.

Level 3 Authorized Filer through the Electronic Recording Provider transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The Nueces County Clerk performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the Authorized Filer through the Electronic Recording Provider.

Level 4 Authorized Filer through the Electronic Recording Provider transmits “Smart” documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the Nueces County Clerk and returned in Smart document format to the Authorized Filer through the Electronic Recording Provider.

Program Eligibility

1. Pursuant to section 195.003 of the Texas Local Government Code, the following persons may file documents electronically for recording with the Nueces County Clerk and are therefore authorized filers.
 - a. An attorney licensed in this state;
 - b. A bank, savings and loan association, savings bank, or credit union doing business under laws of the United States or this State;
 - c. A federally-chartered lending institution, a federal government-sponsored entity, an instrumentality of the federal government, or a person approved as a mortgagee by the United States to make federally insured loans;
 - d. A person licensed to make regulated loans in this state;
 - e. A title insurance company or title insurance agent license to do business in this state;
 - f. An agency of this state; or
 - g. A municipal clerk.
2. Those set out above may directly or through Electronic Recording Provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the all the parties involved in Electronic Recording. All parties to the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and

forgery. This Agreement outlines the procedures and rules to facilitate a safe and secure Electronic Recording relationship.

3. Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.
4. There will be no added fees or costs of any kind charged by the Nueces County Clerk for Electronic Recording.

Nueces County Clerk Requirements

1. The Electronic Recording Program of the Nueces County Clerk is defined by the requirements attached to this Agreement which are herein attached and incorporated in their entirety.

Attachment A defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by the Nueces County Clerk. Electronic Recording Provider has agreed to provide the transmission to the Nueces County Clerk following the specifications outlined and for communicating to the Authorized Filer that the specifications may change from time to time. In the event changes to the specification are required, the Nueces County Clerk will provide a written notice to the Electronic Recording Provider within a reasonable timeframe.

Attachment B contains the document and indexing specifications for the Electronic Recording program. For each document, the Nueces County Clerk's specific document code is provided along with the required indexing information. Any Nueces County Clerk-specific editing rules will also be described in this attachment.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions) or if the Nueces County Clerk's system causes delays or power failures interfere with the normal course of business. By agreement, the Nueces County Clerk is assuming no contractual liability whatsoever for any failure to record any document, delay in recording any document, or for the quality or content or lack thereof of any document presented for recording.

Attachment D provides the payment options supported for the Electronic Recording program.

Attachment E is a list of Property Records Industry Association ("PRIA") Document Codes. A full list of documents codes used to electronically record documents in Nueces County is available once the Customer Information has been received and accepted by the Nueces County Clerk.

Attachment F set out notices regarding submission of documents electronically.

2. Once the document is recorded by the Nueces County Clerk, the original recorded document resides in an electronic format in the office of the Nueces County Clerk. The Nueces County Clerk will not provide a hard copy of the document without a statutory fee.
3. The Nueces County Clerk reserves the right to refuse and return any document that does not meet all the requirements for electronic recording.
4. Neither the County nor the Nueces County Clerk shall be liable to the Authorized Filer, Electronic Recording Provider or its customers for any damages resulting from software or equipment failure.

Authorized Filer Responsibilities:

1. The Authorized Filer shall ensure that all security measures and credentials implemented are protected. The Authorized Filer assumes all responsibility for documents submitted through unique credentials provided to the Authorized Filer for the purposes of engaging in Electronic Recording.
2. The Authorized Filer shall ensure that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document.
3. The Authorized Filer acknowledges that Electronic Recording permits them to prepare, sign, and/or transmit in electronic formats documents and business records and the document or records shall be considered as the “original” record of the transaction in substitution for and with the same intended effect as paper documents and in the case that such documents bear a digital or electronic signature paper documents bearing handwritten signatures.
4. The Authorized Filer agrees that all documents filed electronically with the Nueces County Clerk shall comply with the requirements for notarization pursuant to Texas statutes as well as all rules and regulations adopted by the State of Texas.
5. By use of electronic or digital certificates to sign documents the Authorized Filer intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.
6. By use of electronic or digital certificates to sign documents, the Authorized Filer intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.
7. By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, the Authorized Filer shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.
8. The Authorized Filer attests to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic

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

9. The Authorized Filer is responsible for receiving receipt of documents recorded by the Nueces County Clerk ensuring that the source of the receipt is known to be the Nueces County Clerk. The Authorized Filer is responsible for forwarding these documents to the Nueces County Clerk ensuring that the source of the documents is known to be the Authorized Filer who has been authenticated and that the documents to be recorded pass from the Authorized Filer to the Nueces County Clerk without modification. The Authorized Filer must maintain an audit trail of all activity available to the Nueces County Clerk or the Electronic Recording Provider at their request to resolve issues or investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from the Authorized Filer, submitted content at point of delivery to the Nueces County Clerk, date and time submitted, size, and check sum.
10. The Authorized Filer is responsible for supporting any technical issues associated with Electronic Recording. The Authorized Filer shall work, in good faith, with the Electronic Recording Provider to resolve issues with the Electronic Recording process.
11. The Electronic Recording Provider shall provide end-user support to both the Authorized Filer and the Nueces County Clerk through which problems or issues can be reported and addressed. In the event the problem is determined to be with the Electronic Recording software and not the infrastructure provided, the Authorized Filer shall work to resolve issues with the Nueces County Clerk and the Electronic Recording Provider.
12. The Authorized Filer is responsible for the costs of the system or services provided by a third party that enables the Authorized Filer to meet the Electronic Recording Program requirements, including any costs assessed by the Electronic Recording Provider.
13. The Authorized Filer is responsible for coordinating all technical problems and issues with the Electronic Recording Provider.
14. Authorized Filer shall keep sensitive information provided by the County and/or Nueces County Clerk confidential. Authorized Filer shall not disclose, release, or otherwise share confidential information except as required by law. Confidential information may include, but is not limited to banking information provided for purposes of payment.

General Understanding

1. The County and the Nueces County Clerk will not incur any liability for the information electronically transmitted by the Authorized Filer.
2. The County and the Nueces County Clerk will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.
3. The County and the Nueces County Clerk shall not be liable for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

4. The County and the Nueces County Clerk and its employees, the elected officials and their employees DO NOT HEREBY WAIVE IMMUNITY, of any kind or nature, from suit or liability, by entering into this Agreement.
5. Authorized Filer agrees to release County from any liability in connection with the Electronic Recording of documents under this Agreement. Parties to Electronic Recording understand that there are no warranties, express or implied, in connection with such transactions or Electronic Recordings.
6. The Nueces County Clerk and the Authorized Filer and Electronic Recording Provider will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.
7. Either party may terminate this Agreement for any reason by providing 30 days written notice of termination. All rights and obligations of the parties under this Agreement shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the Authorized Filer may have incurred or be subject to pursuant to this Agreement. The Nueces County Clerk in his/her sole discretion may elect to suspend or terminate this Agreement with immediately in the event the Nueces County Clerk determines there has been a breach of any term or condition of this Agreement or breach of security warranting immediate termination.
8. The Nueces County Clerk and the Authorized Filer acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. The Nueces County Clerk, the Authorized Filer, and the Electronic Recording Provider shall make every effort to comply with all applicable laws, regulations, ordinances, and obligations under the laws of the United States and the State of Texas, as amended, relating to electronic filing and recording of documents and electronic signatures and notarizations, and to update their procedures and this Agreement from time to time as may be necessary for this purpose.
9. Failure to timely pay filing fees due in full may result in the immediate suspension of this Agreement, including electronic filing privileges at the sole discretion of the County Clerk.
10. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its choice of law rules. The Authorized Filer, Electronic Recording Provider, the County and the Nueces County Clerk agree that the exclusive venue and forum for any litigation between them arising out of or related to his Agreement shall be in the federal and state courts of Texas located in Nueces County.
11. This Agreement shall not be amended except by an amendment executed in writing signed by all parties.
12. This is a non-exclusive agreement, and nothing herein shall limit the County's ability to contract for electronic filing and recording with multiple Authorized Filers.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Name: _____ (Authorized Filer)

Title: _____

Signature: _____

Date: _____

Name: Kara Sands

Title: Nueces County Clerk

Signature: _____

Date: _____

Attachment A Technical Specifications

Format of the transmitted File

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

Communications Protocol and Options

TCP/IP, HTTPS

Security Framework

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

Returned File Format

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

Levels of Electronic Recording Supported

Level 2 and 3

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates will not be used at this time. However, THE NUECES COUNTY CLERK reserves the right to revisit this at a later date with THE AUTHORIZED FILER. THE AUTHORIZED FILER acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with THE NUECES COUNTY CLERK to accommodate their use.

Imaging Standards

Documents will be scanned at 200 dpi.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.

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

Document font size must meet PRIA minimum standards.

Margins will consist of a minimum of a 1" top margin and ½" side and bottom margins. NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.

Attachment B Documents and Indexing Specifications

Documents shall be accepted for filing according to the provision of Texas law and PRIA standards.

Eligible Document Types

All document types sized 8 ½” by 14” or smaller will be acceptable, with the following exceptions:

- 1. Military Discharges**
- 2. Oversized documents (larger than 8 ½” x 14”)**
- 3. Documents requiring additional acknowledgements or certifications**
- 4. Public Trustee Documents (excluding release of trust deeds which have been properly executed and have been processed by the Public Trustee’s Office)**
- 5. Death Certificates must be an original or certified copy from the original issuing agency**

Nueces County Specific Document Type Coding

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

Indexing Fields for each Document Code

All documents submitted will require the minimum index fields:

**Document Type and/or Document Code
Number of Pages
Recording Fee
Returned To Party Name (which will be the Submitting Party Name)**

Document Imaging Quality Control Standards

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

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

Notary Requirements per Document

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

Inked notary seals are strongly recommended, in place of embossed notary seals which require “darkening” by the AUTHORIZED FILER prior to submittal.

Eligible Document Batches

Documents batches will be submitted by escrow account number. In no event will electronic document batches exceed 25 documents in any batch.

Attachment C Service Offering

Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed on those days that the Nueces County Courthouse is open to the public for business. Documents will not be processed on County holidays, weekends, days courthouse is closed due to a weather event or other emergency or in the event of network or equipment failure. The NUECES COUNTY CLERK will attempt to notify the ELECTRONIC RECORDING PROVIDER and the AUTHORIZED FILER of any disruption in service.

Processing Schedules

Document batches will be checked for and processed (accepted or rejected) between the hours of 8:00 a.m. and 1:00 p.m.

Document received after 1:00 p.m. but prior to 4:30 p.m., if not processed that day, will be processed the following business day.

Turnaround Timeframe

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

All electronic submissions shall generate an acknowledgement of receipt indicating that the instrument was filed, but not recorded.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

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

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

Failure to receive a notice of confirmation or rejection of filing and subsequent recording shall not affect the validity of the confirmation or rejection.

Attachment D Payment Options

The Authorized Filer must set up means of payment with the Electronic Recording Provider before documents can be submitted for electronic recording and a copy of such payment agreement provided to the Nueces County Clerk.

Fees Paid to the County: There will be no added fees or costs of any kind charged by or for the benefit of the Nueces County Clerk for Electronic Recording. Statutory filing fees and recording fees due to the Nueces County Clerk will be collected from the Authorized Filer by the Electronic Filing Provider and will be automatically paid directly to the Nueces County Clerk by the Electronic Recording Provider.

Payment Options

Electronic Fund Transfers (EFT'S) are acceptable as the form of payment if agreed upon by the Nueces County Clerk. EFT's will be summarized and paid on a daily basis (one payment daily) for all transactions received that day. Fees for one day's recordings should be paid in full at the end of the day or the next business day following the recordation date.

Reporting and Reconciliation

The NUECES COUNTY CLERK will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if not accompanied by EFT information. ELECTRONIC RECORDING PROVIDER will be responsible for submitting EFT information with each document batch, and for reconciling their records.

Requirements:

The ELECTRONIC RECORDING PROVIDER will establish a daily notification system to the NUECES COUNTY CLERK of EFT payment.

Exception Handling

Any discrepancy in fees discovered by the COUNTY after document acceptance will be corrected by ELECTRONIC RECORDING PROVIDER within five business days of notification of the error. Failure to timely pay fees due in full may result in the immediate suspension of this Agreement at the sole discretion of the County Clerk. This does not waive nor shall it preclude the County Clerk or County from pursuing any and all legal remedies available against the Electronic Recording Provider or Authorized Filer.

Attachment E
PRIA Document Codes

Doc Type	Doc Code
ABSTRACT OF JUDGMENT	ABSTRACT OF JUDGMENT
ADDENDUM	ADDENDUM
AFFIDAVIT	AFFIDAVIT
AGREEMENT	AGREEMENT
AMENDMENT	AMENDMENT
APPOINTMENT	APPOINTMENT
ASSESSMENT	ASSESSMENT
ASSIGNMENT	ASSIGNMENT
ARTICLES	ARTICLES
BANKRUPTCY	BANKRUPTCY
BILL OF SALE	BILL OF SALE
BOND	BOND
BY-LAWS	BY-LAWS
CERTIFICATE	CERTIFICATE
CHILD SUPPORT LIEN	CHILD SUPPORT LIEN
CONSENT	CONSENT
CONTRACT	CONTRACT
DEATH	DEATH
DECLARATION	DECLARATION
DEED	DEED
DEED OF TRUST	DEED OF TRUST
DESIGNATION	DESIGNATION
DIRECTIVE	DIRECTIVE
DISCHARGE	DISCHARGE
DISTRIBUTION	DISTRIBUTION
DIVORCE	DIVORCE
EASEMENT	EASEMENT
EXTENSION	EXTENSION
FED TAX LIEN RELEASE	FED TAX LIEN RELEASE
FEDERAL TAX LIEN	FEDERAL TAX LIEN
FINANCING STATEMENT	FINANCING STATEMENT
HOME EQUITY	HOME EQUITY
JUDGMENT	JUDGMENT
LEASE	LEASE
LIEN	LIEN
LIS PENDEN	LIS PENDEN
MARRIAGE	MARRIAGE
MECHANICS LIEN	MECHANICS LIEN
MEMORANDUM	MEMORANDUM
MERGER	MERGER
MINERAL DEED	MINERAL DEED
MISCELLANEOUS	MISCELLANEOUS
MODIFICATION	MODIFICATION
NOTICE	NOTICE
ORDER	ORDER
PARTIAL RELEASE	PARTIAL RELEASE
PERMIT	PERMIT
POWER OF ATTORNEY	POWER OF ATTORNEY

PROBATE
QUITCLAIM
RATIFICATION
RECONVEYANCE
REINSTATEMENT
RELEASE
RENEWAL
RESCISSION
RESIGNATION
RESOLUTION
RESTRICTIONS
REVOCATION
RIGHT FIRST REFUSAL
SATISFACTION
SECURITY DOCUMENT
STATE TAX LIEN
STATE TAX LIEN REL STATE
SUBORDINATION
TERMINATION
TRANSFER
TRUST
VARIANCE
WAIVER
WITHDRAWAL

PROBATE
 QUITCLAIM
RATIFICATION
RECONVEYANCE
REINSTATEMENT
RELEASE
RENEWAL
 RESCISSION
RESIGNATION
 RESOLUTION
RESTRICTIONS
 REVOCATION
RIGHT OF FIRST REFUSAL
SATISFACTION
SECURITY DOCUMENT
STATE TAX LIEN
 TAX LIEN RELEASE
SUBORDINATION
TERMINATION
 TRANSFER
 TRUST
VARIANCE
WAIVER
 WITHDRAWAL

Note: A list of document codes used to electronically record documents with the Nueces County Clerk, including the PRIA ones given above, is available and can be sent electronically to the Authorized Filer.

Attachment F

1. If an electronic document is submitted to the Nueces County Clerk more than once, each additional submission will be recorded as a new filing, and the submitter will be responsible to pay the applicable recording and documentary fees. As an example, **if a document is submitted twice electronically, the fees will be charged twice and the document will be of record twice.**
2. If submitted documents for recording are in error and the documents are recorded, the applicable recording and documentary fees will still apply.
3. If the Authorized Filer submits a package, they should receive a response stating the package was accepted, a reason for rejection, or an error message. If the Authorized Filer does not receive a message, do not re-submit the package. Instead, contact the Nueces County Clerk's office so that we can check to see if we have received the package.
4. Do not include punctuation when indexing the grantor and grantee unless it is a hyphen or slash.

Service Help Contact Information

COUNTY:

Nueces County Clerk
901 Leopard Street Rm 201
Corpus Christi, TX 78401

COUNTY Electronic Recording System Vendor:

Vendor Name: CSC

Address: 919 North 1000 West, Logan UT 84321

Email: csc-mouprocessing@cscglobal.com

Phone: (855) 200-1150 x2

Fax: (302) 636-5454