

ELECTRONIC RECORDING TRUSTED SUBMITTER AGREEMENT

Between

Laramie County and Four Tier Software, LLC

THIS ELECTRONIC RECORDING TRUSTED SUBMITTER AGREEMENT, (Agreement) dated _____ (Effective Date), is between Laramie County, ("County") with offices at: 309 West 20th Street, Cheyenne, WY 82001, and Four Tier Software, LLC, ("Company") with offices at: 10851 S. Crossroads Drive, Parker, CO 80134.

IN CONSIDERATION of each party's performance of their respective obligations under the terms and conditions of this agreement, the parties agree as follows:

- 1. BACKGROUND AND PURPOSE OF AGREEMENT** – Register of Deeds/Clerk /County Recorder desires to offer the recording of real property documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.
- 2. TERMINOLOGY** – For purposes of this Agreement, "Electronic Recording" is defined to be the electronically based submission of documents from the Company to the Register of Deeds/Clerk/County Recorder and electronically based receipt of confirmation of recording from Register of Deeds/Clerk/County Recorder to Company based on level of automation and structure of the transaction and is characterized by three different levels of Electronic Recording further described in this Agreement. When used in this Agreement, the term Company or Company representative includes without limitation the Company itself as a legal entity and as well as a Company appointed or designated submission service provider, and all Company officers, agents, members, and employees of the Company, including those of its designated submission service provider. The term Register of Deeds/Clerk/County Recorder shall include the elected Register of Deeds/Clerk/County Recorder, and all deputies and employees of the elected Register of Deeds/Clerk/County Recorder.
- 3. PROGRAM ELIGIBILITY** – Attorneys, full service banks, mortgage bankers, title insurance companies and other trusted entities may submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the Register of Deeds/Clerk/County Recorder and the Company. All parties of the Electronic Recording transaction shall seek to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud, and forgery.

4. LEVELS OF RECORDING – Electronic Recording may be provided on the basis of three levels as mutually agreed upon by Register of Deeds/Clerk/County Recorder and Company as follows:

Level 1 – Company shall transmit scanned images of original ink signed documents to the Register of Deeds/Clerk/County Recorder. The Register of Deeds/Clerk/County Recorder completes the recording process in the same way as paper using the images copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2 – Company shall transmit scanned images of original ink signed documents along with electronic indexing information to the Register of Deeds/Clerk/County Recorder. The Register of Deeds/Clerk/County Recorder performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the images copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3 – Company transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with local, state and federal legislation. The Register of Deeds/Clerk/County Recorder performs an electronic examination of the electronic documents and indexing information then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

5. REGISTER OF DEEDS/CLERK/COUNTY RECORDER RESPONSIBILITIES – Subject to limitations set forth below, Register of Deeds/Clerk/County Recorder shall endeavor to

- (i) Protect the integrity of the Electronic Recording process through on going monitoring of documents received and recorded through Electronic Recording; and
- (ii) Test and maintain electronic recording software and hardware required to operate the Electronic Recording capability; and
- (iii) Work cooperatively with Company to enable the successful recording of documents electronically. The Recorder or Deputy Recorder will be available to answer questions and discuss issues regarding eRecording process; and
- (iv) Communicate with Company regarding documents that must be rejected for recording because they do not meet statutory requirements, or that once recorded, the legal description is discovered to be deficient. Return rejected documents along with an explanation; and

- (v) Process submitted eRecordings between the hours of 8:30am -4pm Monday through Friday except on County observed holidays. If this policy is to be changed, the Recorder's office will notify all Trusted Submitters; and
- (vi) If the system allows, make the database of subdivision names in the county available to Company and keep it updated; and
- (vii) Share information describing statutory requirements, office policy, and other information germane to electronic recording that is requested by Company; and
- (viii) Refrain from charging extra fees for transmitting documents through the electronic recording process; statutory fees will apply.

6. COMPANY RESPONSIBILITY – Company acknowledges that Electronic Recording permits it to prepare, sign, and/or transmit in electronic format documents and business records and such documents 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. Company shall endeavor to

- (i) Ensure that only original documents are used to create the electronic documents and shall ensure that it is compliant with all Federal, State, and Local legislation; and/
- (ii) Be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that would affect the Register of Deeds/Clerk/County Records' ability to record the document and the public notice to be created thereby; and
- (iii) Become informed as to the State of Wyoming recording requirements and employ them in preparing documents for Electronic Recording; and
- (iv) Make payment arrangements with the Register of Deeds/Clerk/County Records' for recording fees.

7. LIMITATIONS OF LIABILITY – Except as expressly set forth herein, neither the Company nor the Register of Deeds/Clerk/County Recorder shall be liable to the other for any special incidental, exemplary or consequential damages arising from or as the result of any delay, omission, or error in the Electronic Recording transmission or receipt of documents

8. INDEMNIFICATION – Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

9. TERMINATION – Any party may terminate this Agreement for any reason by providing thirty (30) days written notice of termination.

- 10. GOVERNMENTAL IMMUNITY** – County does not waive its Governmental immunity as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- 11. TERM & TERMINATION** – The term of this Agreement shall be for one (1) year (“Initial Term”). After the Initial Term, Register of Deeds/Clerk/County Recorder and Company agree to automatically renew with the same terms and conditions on a month-to-month basis. The Agreement may be terminated by (a) either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days’ prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- 12. BILLING & PAYMENTS** – The Company will submit a daily billing report for all electronically recorded documents at the Register of Deeds/Clerk/County Recorder office for that business day. Billings report will include documents recorded and the fees due. Company will push funds via Automated Clearing House (ACH) transaction approximately 8pm Central Time the same day to the Register of Deeds/Clerk/County Recorder account. Daily billing reports will be sent via e-mail to Register of Deeds/Clerk/County Recorder approximately 6am Central Time the following day. Register of Deeds/Clerk/County Recorder will submit to the Company the necessary account information to facilitate ACH Push process.
- 13. ATTACHMENTS** – If available, the following Exhibits will be attached to this Agreement by the Register of Deeds/Clerk/County Recorder:
- Exhibit A: Technical Specifications
- Exhibit B: Document Acceptance and Indexing Specifications.
- 14. MISCELLANEOUS** – The headings and captions of the Sections of this Agreement are for convenience only and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

This agreement shall be construed and enforced in accordance with the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming.

This Agreement constitutes the entire agreement between the parties and any prior written or oral agreements between the parties are without affect. This agreement expressly replaces and entirely supersedes any previous agreements between the parties, oral or written. Any addenda or amendments to this agreement must be in writing and executed by the parties.

In the event any portion of this agreement is found to be unlawful or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect between the parties.

15. THIRD PARTIES – The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

16. COMPLIANCE WITH LAW – The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

IN WITNESS WHEREOF the parties or their duly authorized representatives have executed this agreement to be effective on the date first above written or the last date listed below, whichever occurs later, but in the event dates below are blank or incomplete, then the date first above written shall be the effective date.

Agreed and Accepted

Company: Four Tier Software, LLC _____

By:  _____ (Signature)

Title: Don Dalton, President at Four Tier Software, LLC

Date: 1/24/2022 _____

Phone: 303-752-6444 _____

Email: ddalton@4Tier.com _____

LARAMIE COUNTY

_____ (Signature)

Title: Chairman

Date: _____

Attest: _____

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 1/27/22

Please return this agreement in either electronic form or hard copy to Four Tier Software, LLC:

Attn: Dena Simmonds_____

Four Tier Software, LLC

Address: 10851 S. Crossroads Drive, Suite E_____

City, State, ZIP: Parker, CO 80134_____

Phone: 303-752-6506_____

Fax: _____

Email: dsimonds@etinv.com_____

Exhibit A



LARAMIE COUNTY CLERK

Debra K. Lee

E-RECORDING STANDARDS FOR LARAMIE COUNTY, WY

Submittal time:	8:00 AM – 4:30 PM MS/DT- Mountain Standard/Daylight Time
Paper size:	Letter or Legal
Color Type:	Only Black and white, or documents that have been converted to Black and White by the submitter
Image Type:	TIFF
Resolution:	300 dpi
Font requirements:	Not less than size 12 font
Margins:	Top - 2” on first page; 1” on pages after first page Left, Right, Bottom – 1” on all pages
Batch size:	Unlimited pages but no more than 10 documents
Holidays:	Documents will not be received on adopted County Holidays or if the Courthouse is closed for any reason by the Board of County Commissioners. Non-emergency closure dates are located under the ‘More Information’ Tab, 2020 Holiday Schedule at https://www.laramiecountyclerk.com/_pdfs/2022/2022%20HOLIDAY%20SCHEDULE.pdf .
Illegibility:	Any documents determined by the County Clerk to be illegible, will be rejected by authority granted under W.S. 18-3-402(a)(viii).
Fee Schedule:	The fee schedule is listed in W.S. 18-3-402(a)(xvi)

Adopted 6-16-2017; Amended 7-13-2017; Amended 4-4-2018; Amended 11-7-2019; Amended 3-13-2020

Exhibit B

Document/Instrument Type	Code
ASSIGN LEASE & RENTS	5502
ASSIGNMENT OF DEED	3010
CERTIFIED CORNERS	9001
DD214 SEPARATION USA	9003
DEED	3000
DEED MISCELLANEOUS	3040
DEDICATION	6560
EASEMENT	6505
GOVERNMENT CORRECTION	8740
GOVERNMENT ERROR	8790
GOVERNMENT LIEN	8741
GOVERNMENT LIEN WITHDRAWAL	8760
GOVERNMENT PARTIAL RELEASE	8520
GOVERNMENT RELEASE	8730
LEASE	5500
LEASE MISCELLANEOUS	5540
LEASE PARTIAL RLS	5520
LEASE RELEASE	5530
LIEN PARTIAL RELEASE	8020
LIEN RELEASE	8030
LIEN/JUDGEMENT	8001
MISCELLANEOUS DOC	6500
MISCELLANEOUS PARTIAL RELEASE	9032
MISCELLANEOUS RELEASE	6530
MH AFFIDAVIT	9
MORTGAGE	4000
MORTGAGE ASSIGNMENT	4010
MORTGAGE MISCELLANEOUS	11
MORTGAGE PARTIAL RELEASE	4020
MORTGAGE RELEASE	4030
OIL & GAS ASSIGNMENT	5510
OIL& GAS LEASE	5501
OIL & GAS RELEASE	5535
OIL & GAS MISCELLANEOUS	5515
PARTY WALL AGREEMENT	6504
POWER ATTNY CORRECTION	7040
POWER OF ATTORNEY	7000
PROTECTIVE COVENANTS	6501
REVOCATION OF DEED	3030
REVOKE POWER OF ATTY	7030
SHERIFF SALE ASSIGNMENT	6010
SHERIFF SALE RELEASE	6030
SHERIFF'S CERT SALE	6000
UCC FINANCING STATEMENT	UCCF
UCC TERMINATION	UCCT
UCC MISCELLANEOUS	UCCM
WAIVER HOMESTED RIT	6503