

AGENDA  
GILLESPIE COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
THURSDAY, DECEMBER 21, 2023  
GILLESPIE COUNTY COURTHOUSE  
FREDERICKSBURG, TEXAS  
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.
2. Consider approval of Bills & Claims and payments via electronic fund transfers.
3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
4. Consider approval of payroll claims & related expenses.
5. Consider approval of Departmental Reports.
6. Consider approval of Fees of Office.
7. Consider approval of a revised Non-Corporate Resolution with Financial Northeasters Companies, to update names and titles of County officials and County personnel that are authorized to act on behalf of the County, related to purchase, sale, or other disposition of investment securities held by the County.
8. Consider approval of appointment of County Library Director (551.074).
9. Consider casting votes for nominees for the Board of Directors of the Texas Association of Counties Health and Employee Benefits Pool.
10. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.

11. Acknowledge and receive Tax Assessor-Collector Continuing Education transcript demonstrating that education requirements have been met for calendar year 2023.
12. Acknowledge and receive written report from Texas Department of Motor Vehicles related to an audit of plates and placards inventory and a compliance review of motor vehicle and title services in the County Tax Assessor-Collector's office.
13. Consider approval of request from the County Attorney to submit an application for the FY 23-24 Rural Prosecutor's Office Salary Assistance grant program (as implemented per SB 22).
14. Consider approval of request for two (2) County provided cell phones for personnel in the County Attorney's office.
15. Consider approval of Agreements and Memorandums of Understanding (MOU) between Gillespie County, Harris Recording Solutions – Manatron, Inc, and various third parties, related to the implementation of the County Clerk's Real Property Electronic Filing and Recording service.
16. Discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the County Airport (551.072), and take appropriate action relating to same.

FIRST ADDENDUM TO  
NOTICE OF MEETING  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a Regular Meeting of the Gillespie County Commissioners Court will be held on Thursday, the 21st day of December, 2023, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

THIS IS AN ADDENDUM to add the following additional item(s) to the previously posted agenda:

17. Discuss and consider the purchase of bin blocks for the reconstruction of the Wendel-Ahrens cattle guard and water crossing.

If during the course of the meeting, any discussion of any item on the Agenda should be held in executive or closed session, the Commissioners Court will convene in such executive or closed session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

Dated this the 18th day of December, 2023.

Commissioners Court  
Gillespie County, Texas

By   
\_\_\_\_\_  
Daniel Jones, County Judge

I, the undersigned, County Clerk, of Gillespie County Commissioners Court, do hereby certify that the above Notice of Meetings of the Gillespie County Commissioners Court is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Door and on the bulletin board at the Courthouse of Gillespie County, Texas, as a place readily accessible to the general public at all times on the \_\_\_\_ day of December, 2023, at \_\_\_\_ .M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Lindsey Brown, County Clerk  
Gillespie County, Texas

# Non-Corporate Resolution

## STEP 1. IDENTIFICATION OF QUALIFIED INTERMEDIARY/WITHHOLDING ENTITY

Legal Name of Organization <b>GILLESPIE COUNTY</b>	
Type of Organization <b>GOVERNMENT ENTITY / AGENCY</b>	Account Number (if assigned) <b>REDACTED</b>

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

Name of Authorized Person <b>VICKI SCHMIDT</b>	Title <b>COUNTY TREASURER</b>
Name of Authorized Person <b>MARCIE SCHNEIDER</b>	Title <b>COUNTY AUDITOR</b>
Name of Authorized Person <b>KAREN BERNHARD</b>	Title <b>FIRST ASSISTANT COUNTY AUDITOR</b>

## STEP 2. CERTIFICATION

I HEREBY CERTIFY that at a meeting, duly called, of the Board of Directors of \_\_\_\_\_ a Organization, at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is in full force and effect.

WHEREAS this Organization is duly authorized and permitted by its Charter and Bylaws to:

- Engage in cash and/or margin transactions in any and all forms of securities including, but not limited to, stocks, options, mutual funds, stock options, stock index options, short sales, foreign currency options and debt instrument options, bonds, bond debentures, annuities, notes, scrips, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper certificates or indebtedness, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.
- Receive on behalf of the Organization or deliver to the Organization or third parties, including but not limited to the President, Vice President, Treasurer or any other authorized officer or person listed in Step 3 below giving such instruction, monies, stocks, bonds, and other securities. To sell, assign, and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of the Organization.
- Establish and maintain an asset management account with debit card, check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Organization.
- Borrow money or make any contract the effect of which is to borrow money, and secure such obligations by mortgages or other liens upon Organization property; borrow, guarantee and/or pledge any Organization assets as collateral, as the case may be, with respect to a loan; guarantee a borrowing of money or to make any contract the effect of which is to guarantee a borrowing, and secure such obligations by mortgages or other liens upon any Organization property.

Unless indicated otherwise here, the Organization will be assumed to have all powers listed above.

LIST ANY POWERS NOT AUTHORIZED HERE: \_\_\_\_\_

NOW THEREFORE BE IT RESOLVED that this Organization opened an account or accounts in its name with

**FNC FINANCIAL NORTHEASTERN COMPANIES**

Name of Introducing Firm

and that the individuals named in Step 3 below ("Authorized Person") or any one of them acting individually, may, on behalf of this Organization, be and they hereby are and each of them hereby is authorized and empowered to (1) give written or oral orders in the said account or accounts for the purchase, sale, or other disposition of stocks, bonds, and other securities, (2) deliver to and receive from Pershing LLC (Pershing), on behalf of this Organization monies, stocks, bonds, and other securities, (3) establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each authorized person as indicated in the separate asset management account agreement having check writing and debit card privileges, (4) order the transfer or delivery of funds, monies or securities to any other person whatsoever, including the President, Vice President, Treasurer or any other authorized officers or persons indicated below giving such instructions, (5) sign acknowledgements of the correctness of all statements of accounts, and (6) make, execute, and deliver under the organizational seal any and all written endorsements, releases and documents necessary or proper to effectuate the authority hereby conferred; the within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by

\_\_\_\_\_ and Pershing.

Name of Introducing Firm





# Non-Corporate Resolution

Account Number [ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

## Principal Signer of Certification

This individual may or may not be listed in the authorized persons box above.

Printed Name	Date
Title <b>COUNTY JUDGE</b>	
Signature <b>X</b>	

If the Principal Signer above is empowered to act for the Organization pursuant to these resolutions and certifications, but is not a Managing Member, a Managing Member of the Organization as set forth above must fill in and execute the Additional Certification in Step 4 below.

If the Organization has only one sole Managing Member, that Managing Member must make the certification immediately above indicating his or her company title in addition to filling in and executing the Additional Certification in Step 4 below.

## STEP 4. ADDITIONAL CERTIFICATION

A Managing Member to complete only if the Principal Signer in Step 3 above is authorized to act pursuant to the foregoing resolutions, but is not a Managing Member, or if the Organization has only one Managing Member.

### Check one:

- I FURTHER CERTIFY that the Principal Signer in Step 3 above is authorized by the foregoing resolutions and its operating documents to act hereunder.
- I FURTHER CERTIFY that the Organization has only one sole Managing Member and that I am that sole Managing Member and authorized to execute legal and binding documents in the name of and on behalf of the Organization pursuant to its governing documents.

Managing Member Printed Name	Date
Title	
Signature <b>X</b>	

**Texas Association of Counties  
Health and Employee Benefits Pool  
Board of Directors  
ELECTION BALLOT**

The following individuals have been nominated by the President of the Texas Association of Counties (TAC) with concurrence of the TAC Board to continue to serve as Directors for the Texas Association of Counties Health and Employee Benefits Pool for the term of years shown, beginning January 1, 2024.

There are five positions and one nominee for each position. Vote on all positions.

	Nominees	For	Against	Write In
1.	Term: 3 years  Donna Eccleston Comal County Commissioner			
2.	Term: 3 years  Lane Akin Wise County Sheriff			
3.	Term: 3 years  Tricia Jacks Sabine County Auditor			

**Gillespie County**

\_\_\_\_\_  
County Judge/Chief Executive Officer Signature

\_\_\_\_\_  
Date

Please email this ballot by December 28, 2023, to Kelley Nail at [KelleyN@county.org](mailto:KelleyN@county.org).



# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/1/2023 - 12/31/2023

Hon. Vicki J. Schmidt

ID: REDACTED

Treasurer

Phone: (830) 997-6519

Gillespie County

Fax: (830) 990-2756

101 W Main St Unit 5, Rm 106

Enrolled Date: 01/01/2017

Fredericksburg, TX 78624-3700

Date	Description	Earned Hours
01/01/2023	Excess hours carried from 2022	10.00
06/07/2023	89th Annual Tax Assessor-Collectors Association Conference	12.00
08/07/2023	Title Fraud Training	2.00
<b>Total Hours for Year:</b>		<b>24.00</b>

**You have met your education requirements for the period 01/01/2023 - 12/31/2023.**

You may carry forward to the next reporting period 4.00 hours.

Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each





Enforcement Division - 4000 Jackson Ave - Austin, Texas 78731

December 8, 2023

The Honorable Delores Barrientes  
Gillespie County Tax Assessor-Collector  
101 W. Main St., Unit 2  
Fredricksburg, Texas 78624-3700

On 11/30/2023, the Compliance Services Section concluded a transitional inventory of plates and placards along with a compliance review of the county's motor vehicle and titling services.

The inventory concluded with No Discrepancies between our physical count and the RTS Inventory Inquiry Report obtained during the on-site visit. Attached you will find a copy of the final RTS Inventory Inquiry Report along with a listing of the discrepancies found (if any). This report serves as a record of items the tax office is accountable for as of the inventory completion date.

The compliance review concluded with a Low Risk assessment regarding the areas examined within the county operations. These observations were communicated to you and/or your management staff through an exit conference held on 12/8/2023.

The following recommendations were offered for your consideration, based on the items discussed through the exit conference:

1. Strengthen title examination procedures to verify the accuracy of title transactions and required supporting documents.
2. Process Miscellaneous Fees transactions through the proper RTS event. Ensure fees are entered in the correct account item code.

These recommendations (if any) were provided to aid in preventing fraud, waste, or abuse. You can assess their applicability to the operational priorities and internal control strategies of your office.

We appreciate you and your staff's dedication to providing quality title and registration services to your customers. As always, our Section is here to provide continuous support. If you have any questions, you may contact me at (254) 301-3930

Sincerely,

Roslynn Hopkins, Compliance Specialist  
Enforcement Division

 **Economy**

Economic Development

**Rural Law Enforcement Grants Senate Bill (SB) 22**

Senate Bill (SB) 22 was passed in the Texas 88th Regular Legislative Session. SB 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

The new law provides supplemental salaries for different positions in rural areas. Eligible counties can apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start-date. Eligible counties may apply electronically using the Comptroller office's website beginning Jan. 1, 2024. In future years, counties and prosecutor's offices will apply according to the start of their fiscal year.

## ▼ Rules and Statutes

**Rules**

- 34 TAC §16.300: Definitions
- 34 TAC §16.301: Applications
- 34 TAC §16.302: Review by Comptroller
- 34 TAC §16.303: Awards; Grant Agreement
- 34 TAC §16.304: Authorized uses of grant funds; Limitations
- 34 TAC §16.305: Reporting and compliance
- 34 TAC §16.306: Provisions Applicable to Fiscal Year 2024

**Statutes**

- Rural Sheriff's Office Salary Assistance Grant Program
- Rural Constable's Office Salary Assistance Grant Program
- Rural Prosecutor's Office Salary Assistance Grant Program

**Eligibility**

SB 22 provides financial assistance to rural sheriff's offices and constable's offices in counties with populations of 300,000 or less. It also provides grants to rural prosecutor's offices that serve a

jurisdiction with an overall population of 300,000 or less. A qualified county or prosecutor's office means the office meets these standards provided by the law.

For constable's offices, if the constable is already making above the minimum annual salary of \$45,000, the county is not eligible for grant funding to increase the salary.

If a county already pays the minimum salary levels for the sheriff, deputies and jailers, as detailed in Local Govt Code Section 130.911(e)(1), the county may still apply for the grant funds for the uses prescribed in Local Govt Code Sections 130.911(e)(2) (4).

The Comptroller's office will use the federal decennial census as the source for the population counts (2020 census data). This will be clearly defined in the proposed rules.

## Available Funds

For sheriff's offices, a qualified county is eligible for the following grant amounts:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000; or
- \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

For constable's offices, a county with a population of 300,000 or less must provide an annual salary of \$45,000 to a qualified constable. The county must contribute at least 75 percent of the money required to meet the minimum annual salary. The other 25 percent will come from the grant money provided by SB 22.

For prosecutor's offices, the Comptroller's office will use the sum of the population in each county in the multi-county jurisdiction. A jurisdiction with a population of 300,000 or less is eligible for the following amounts for the prosecutor's office:

- \$100,000 if the jurisdiction has a population of less than 10,000;
- \$175,000 if the jurisdiction has a population of 10,000 or more and less than 50,000; or,
- \$275,000 if the jurisdiction has a population of 50,000 or more and 300,000 or less.

## Qualified Expenditures

### Sheriff's Office

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of at least:
  - \$75,000 for a county sheriff;
  - \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;

- \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- increase the salary of county sheriffs, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- hire additional deputies or staff for the sheriff 's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office

Before it can authorize the use of the grant money for the other allowable expenses, the county must first use the grant money to meet the minimum annual salaries of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county. Counties may use grant funds to increase salaries for those listed in Local Govt Code Section 130.911(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

## **Constable's Office**

Counties awarded money for constable's offices may only use the grant funds to increase a constable's salary to a minimum annual salary of \$45,000.

If a county uses grant funds to increase the salary of a constable under Local Government Code Section 130.912(e), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

## Prosecutor's Office

A prosecutor's office that is awarded grant funds from SB 22 must use the grant money to:

- increase the salary of an assistant attorney, an investigator or a victim assistance coordinator employed at the office; or,
- hire additional staff for the office.

If a rural prosecutor's office uses grant funds to increase the salary of an assistant attorney, investigator, a victim assistance coordinator or any additional staff hired under Local Government Code Sections 130.913(e)(1) or (2), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

## Application Deadlines

According to SB 22, qualified counties and prosecutor's offices must apply not later than 30 days from the first day of their fiscal year. However, for only the first-year program implementation, all eligible counties will be eligible to apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start date. If a county has encumbered funds for fiscal 2024 salaries before the first application date of Jan. 1, 2024, the county will be able to backfill its budgeted funds over the months leading up to application using the grant funds. Therefore, it will be up to the county whether to adjust law enforcement salaries at the start of its fiscal year or to wait until grant funds are awarded to the county to adjust salaries. The fiscal 2024 deadline for all qualified counties and prosecutor's office, if their fiscal year starts before Jan. 1, 2024, is 30 days after the application is available on Jan. 1, 2024.

After the first year of the program, a qualified county or prosecutor's office must apply for the grant not more than 30 days after the first day of its fiscal year. If they fail to apply timely, by law the Comptroller's office cannot accept their application and the qualified county or prosecutor's office will have to wait until its next fiscal year to apply.

## Frequently Asked Questions

- ▶ Some counties are concerned with the timing between the rules and their budget deadlines for fiscal 2024 and fear missing out on the grant because it will be too late to apply when they submit their budgets. What guidance is available for these counties?
- ▶ When must the grant funds be spent?
- ▶ How will the Comptroller's office ensure offices are complying with the law?
- ▶ How will the funds be distributed?

**Contact us with questions about the SB22 program.** [mailto:SB22 grant @cpa te a gov]

---

## **Need Help?**

For additional information, contact the Data Analysis and Transparency Division

[[comptroller.texas.gov/economy/contact.php](https://comptroller.texas.gov/economy/contact.php)] via email [<mailto:econ.dev@cpa.texas.gov>] or at 844-519-5672.

# Gillespie County eRecording Memorandum Of Understanding



**ELECTRONIC RECORDING**

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING**, dated \_\_\_\_\_, is between Gillespie County, Texas (“**COUNTY**”), Harris Recording Solutions – Manatron, Inc (“**ELECTRONIC RECORDING PROVIDER**”), and eRecording Partners Network, LLC (“**COMPANY**”).

County desires to offer recording of real property documents by electronically receiving and **transmitting** documents in substitution for conventional paper based documents. Further, County desires to assure such transactions are legally valid and enforceable through available electronic technologies for the mutual benefit of all parties of the transactions.

**1. Electronic Recording.** For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Gillespie County in compliance with all applicable laws and regulations from **COMPANY** to **COUNTY** and electronically based receipt of confirmation of recording from **COUNTY** to **COMPANY** based on the level of automation and structure of the transaction and is characterized by four different levels of automation and structure as follows:

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

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

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



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

## 2. Program Eligibility

A. Title Insurance Companies, Mortgage Bankers, Full Service Banks and other authorized filers may, directly or through a designated third party provider, submit real property records for Electronic Recording.

B. Electronic Recording mandates a close working relationship and mutual cooperation between the **COUNTY, COMPANY, AND ELECTRONIC RECORDING PROVIDER**. This Memorandum of Understanding (“Memorandum”), including the attachments hereto, outlines the procedures and rules for the cooperative relationship between the parties involved in Electronic Recording, in order to facilitate a safe and secure Electronic Recording relationship. Participation in the Electronic Filing and Recording program is voluntary and the decision to do so is a business judgment.

C. All parties to the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties from re-ordination involving deceit, fraud and forgery. Authorized filers shall be responsible for maintaining the security of the system within their respective offices and shall implement security procedures for all electronic filing transactions so as to properly identify each authorized filer.

D. There will be no additional fees or additional costs of any kind charged by the **COUNTY** for Electronic Recording, although the **COMPANY** will be required to meet **COUNTY** requirements in order to record electronically.

## 3. County Requirements

A. The Electronic Filing and Recording Program of County is defined by the requirements attached to this Memorandum. *Attachment A* defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements required by **COUNTY** for the electronic records. Company agrees to provide the transmission to the **COUNTY** following the specifications outlined. Company understands that the **COUNTY** may change specifications from time to time. In the event changes to the specifications are required, the **COUNTY** will provide a written notice to the Company within a reasonable timeframe.

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

C. *Attachment C* contains the processing schedules and hours of operation for the Electronic Filing and Recording Program.

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

E. Authorized filers shall scan files capable of carrying viruses, before submitting the files to the County Clerk and, the County Clerk shall scan such files for viruses, before processing the files.

F. Neither party (COUNTY or COMPANY) 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; and, in any case, the COUNTY shall not be liable under this Agreement to the COMPANY, electronic recording provider, or any third party. If the COUNTY system causes delays or power failures that interfere with the normal course of business, the COUNTY will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied.

#### **4. COUNTY Responsibilities.**

A. **COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording means.

B. **COUNTY** shall work with **ELECTRONIC RECORDING PROVIDER** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.

C. **COUNTY** shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. COUNTY, however, shall be held harmless as provided in this Memorandum and shall not be liable for any damages resulting from software or equipment failure.

D. **COUNTY** shall institute security measures to authenticate verbal communications.

E. **COUNTY** shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

#### **5. ELECTRONIC RECORDING PROVIDER Responsibilities**

A. **ELECTRONIC RECORDING PROVIDER** is responsible to COUNTY for providing, supporting, and maintaining Electronic Recording Software and internal Recording Software.

B. **ELECTRONIC RECORDING PROVIDER** shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded. This responsibility is limited to executable software and not the COUNTY'S network environment.

C. **ELECTRONIC RECORDING PROVIDER** shall work with **COMPANY**, and **COUNTY** to resolve issues encountered in the Electronic Recording process that are within the scope of the **ELECTRONIC RECORDING PROVIDER'S** software.

D. **ELECTRONIC RECORDING PROVIDER**, through the Electronic Recording software, shall maintain an audit trail of documents received, ID received from, dates and times received, receipts to **COMPANY**, receipts transmitted, and any errors encountered.

**6. COMPANY Responsibilities:**

A. **COMPANY** shall work to insure that all security measures and credentials implemented are protected.

B. **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording. Electronic transmissions shall carry sufficient information to identify the authorized filer and to uniquely identify the document submitted for recording.

C. **COMPANY** shall be diligent in ensuring that documents submitted for Electronic Recording have been inspected visually and otherwise checked before submission, for errors, omissions, scanning defects, illegible areas, and other defects that would impact the validity of the document under applicable law. Documents transmitted by **COMPANY** electronically shall: (i) provide fidelity to the original document in appearance at the time such document was first created, whether by electronic or other means; (ii) retain the original content of the document; (iii) provide for a non-proprietary, digital file format; and (iv) comply with all other requirements set forth in Attachments A and B hereto.

D. **COMPANY** acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the documents and records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as paper documents and paper records and, in the case that electronic documents and electronic records bear a digital or electronic signature, in substitution for, and with the same intended effect as, paper documents and paper records bearing handwritten signatures. By use of electronic or digital signatures to sign documents, **COMPANY** intends to be bound by those documents for all purposes as fully as if paper versions of the documents had been manually signed. By use of electronic or digital signatures to sign documents, **COMPANY** intends to be bound by those electronic signatures affixed to the documents and in each case, such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document. By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files. "Users" is defined as the authorized employees of Company. The use of electronic signatures and digital certificates will not be used at this time. However, **COUNTY** reserves the right to reconsider this matter at a later date with **COMPANY**. **COMPANY** acknowledges that electronic signatures and digital certificates will be used in the future and will work with **COUNTY** to accommodate their use.

E. The **COMPANY** and/or its employees attest to the accuracy and completeness of the electronic records for the purposes of recording.

F. **COMPANY** and Electronic Recording Provider agree and contract to indemnify and hold harmless County from any and all claims, damages, causes of action, lawsuit, mediation costs of awards, arbitration costs or awards, attorney's fees, court costs, expert witnesses fee and expenses, or any other damage or claim of any type or kind in any manner arising from or related to this contract or memorandum of understanding by any third party or person, except for act or omissions of the County for which sovereign immunity is not provided pursuant to Texas Statute or the Texas Constitution.

G. **COMPANY** is responsible for forwarding to COUNTY documents for electronic filing and recording, insuring that the source of the documents is known to be from the **COMPANY** who has been authenticated, and insuring that the documents to be filed and recorded pass from **COMPANY** to **COUNTY** without modification.

H. **COMPANY** is responsible for receiving recording information from **COUNTY** and insuring that the source of the receipt is known to be the **COUNTY**.

I. **COMPANY** must maintain an audit trail of documents submitted for recording under this Memorandum and make available to **COUNTY** or **ELECTRONIC RECORDING PROVIDER**, at their request, and at no charge or cost to them, such audit trails so as to enable the COUNTY or the PROVIDER 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 **COMPANY**, submitted content at point of delivery to **COUNTY**, dates and times submitted, size and checksum. If additional information other than what is listed in the foregoing paragraph is required by the County, the County acknowledges the Company will require a subpoena to provide additional information, documentation or data to the County.

J. **COMPANY** is responsible for procuring support and maintenance for its customers to resolve any technical problems or issues associated with **COMPANY'S** submission of documents for filing and recording under this Memorandum.

K. **COMPANY** shall work, in good faith, with **ELECTRONIC RECORDING PROVIDER**, and **COUNTY** to resolve problems or issues with the Electronic Recording process. **COMPANY** shall cooperate fully with both **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to address problems or issues associated with this Memorandum, so that the problems or issues can be reported and addressed. In the event that a problem or issue is determined to be with the Electronic Recording software and not the infrastructure, the **COMPANY** shall work with the **ELECTRONIC RECORDING PROVIDER** and the **COUNTY** to resolve the problem or issue.

L. **COMPANY** is solely responsible for any and all costs of the system or services that enables **COMPANY** to meet the Electronic Filing and Recording Program requirements.

M. **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**.

## 7. General Understanding

A. **COUNTY, COMPANY, and ELECTRONIC RECORDING PROVIDER**, respectively, shall perform their respective responsibilities as set forth in this Memorandum and the attachments hereto. Said attachments constitute promised performances under this Memorandum and are hereby incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim.

B. **COUNTY** shall not incur any liability for the information electronically transmitted by the **COMPANY** to **COUNTY**. **COUNTY** shall not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither the **COUNTY** nor **COMPANY**, nor **ELECTRONIC RECORDING PROVIDER** shall be liable to the other for any special,

incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt; provided, however, this Paragraph B shall not be interpreted or construed in any way or to any extent to affect the **ELECTRONIC RECORDING PROVIDER'S** liability to County under the Contract for Turnkey Public Records Deed Indexing System for the Office of the County Clerk between the County and the Electronic Recording Provider ("Contract"), including any and all amendments and modifications thereto.

C. The **COUNTY, COMPANY and ELECTRONIC RECORDING PROVIDER** will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation. When mediation is acceptable to the parties in resolving a dispute among themselves arising under this Memorandum, the parties agree to use a mediator acceptable to all parties. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute the final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as prescribed by TEX. CIV. PRAC. & REM. CODE § 154.073, unless the parties agree, in writing, to waive the confidentiality.

D. Either **COUNTY** or **COMPANY** may terminate this Memorandum for any reason, with termination effective immediately.

E. All rights and obligations of the parties under this Memorandum shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the company may have incurred or be subject to pursuant to this Memorandum and the provisions herein on Sovereign Immunity, Venue and Choice of Law.

F. The **COUNTY, ELECTRONIC RECORDING PROVIDER** and **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the **COUNTY** and **COMPANY** will meet as needed to discuss changes and additions to this Memorandum, which may be amended as provided herein. This Memorandum may be amended only by written instrument, signed by the parties hereto and dated subsequent to the date(s) of this Memorandum.

G. All provisions of the Contract for Turnkey Public Records Deed Indexing System for the Office of the County Clerk between the **COUNTY** and the **ELECTRONIC RECORDING PROVIDER** ("Contract"), as heretofore amended or modified, shall remain

unchanged and in full force and effect and is not amended by this Memorandum.

## **8. General Provisions**

### **A. Contract Construction.**

i. This Memorandum shall be interpreted and construed according to its terms and no rule of construction or interpretation shall apply against any particular party based on a contention that this Memorandum was drafted by one of the parties.

ii. Words of any gender in this Memorandum shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Memorandum clearly requires otherwise.

iii. Headings and titles at the beginning of the sections and subsections in this Memorandum have been included only to make it easier to locate the subject matter covered by that section or subsection and shall not be used in construing or interpreting this Memorandum.

iv. When any period of time is stated in this Memorandum, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Gillespie County has declared a holiday for its employees, these days shall be omitted from the computation. For each year, the COUNTY'S holiday schedule may be obtained from the County Human Resource Department upon request. All hours stated in this Memorandum are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. All references in this Memorandum to the word "days" mean calendar days, unless the context in this Memorandum clearly requires otherwise.

v. Provisions, words, phrases, and statutes, whether incorporated by actual use or reference, shall be applied to this Memorandum in accordance with Chapters 311 and 312 of the Texas Government Code.

**B. Severability** The provisions of this Memorandum are severable. If any section, subsection, clause, sentence, provision, or paragraph of this Memorandum, or the application of this Memorandum to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Memorandum, but the effect thereof shall be limited to the section, subsection, clause, sentence, provision, or paragraph so held to be invalid, illegal, or unenforceable, and the application of such section, subsection, clause, sentence, provision, or paragraph to other persons or circumstances shall not be affected.

### **C. Choice of Law/Venue.**

i. This Memorandum shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas without regard to this State's conflict of laws principles and the laws of the United States of America.

ii. The sole venue for any dispute arising under this Memorandum shall be in the courts of appropriate jurisdiction in Gillespie County, Texas, exclusively. Any right, action, suit or other proceeding arising under this Memorandum shall be brought exclusively in the federal or state courts in Gillespie County, Texas and, the parties hereby consent to personal jurisdiction and venue therein.

These Choice of Law and Venue provisions are intended by the parties hereto to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties in any jurisdiction other than that of a court of appropriate jurisdiction in Gillespie County, Texas. Each party hereto waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Paragraph.

D. Notice.

i. Any notice to be given under this Memorandum shall be in writing and may be affected by personal delivery, or by hand delivery through a courier or a delivery service, or by email, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Honorable Lindsey Brown (or successor)  
Gillespie County Clerk

Delivery:

101 W. Main Street Unit 13; Room 109  
Fredericksburg, Texas 78624

Registered or Certified Mail (Return receipt required):

101 W. Main Street, Unit 13  
Fredericksburg, Texas 78624

Email: [lbrown@gillespiecounty.org](mailto:lbrown@gillespiecounty.org)

COMPANY:

Name of Company: eRecording Partners Network, LLC

Address: Attn: Legal Department, 6111 W. Plano Pkwy, Suite 3800, Plano, Texas 75093

Contact: Chris Stephan

Title: President

Support Contact:

Email: notice@ortitletech.com

ELECTRONIC RECORDING PROVIDER

Name of Company: Manatron, Inc (hereinafter Harris Recording Solutions or HRS)

Address: 2290 Lucien Way Ste 330, Maitland, FL 32751

Contact: Jason Appollo, jappollo@harriscomputer.com

Title: Support Manager

ii. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required in Paragraph i above. Notice by facsimile shall be deemed effective immediately at the time the fax is received, provided receipt of the fax is confirmed. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required under Paragraph i above.

iii. Any party hereto may change its address by giving notice as provided herein to the other parties

E. Sovereign Immunity. The parties hereto expressly agree that no provision of this Memorandum in any way intended to constitute a waiver by Gillespie County or the Gillespie County Clerk of any immunities from suit or liability that **COUNTY** or the County Clerk may have by operation of law and, Gillespie County hereby retains all of its affirmative defenses and, the Gillespie County Clerk hereby retains all of her affirmative defenses.

F. Assignment.

i. The **Electronic Recording Provider** is subject to the assignment provisions set forth in the Contract. **COMPANY** is subject to the Assignment provisions set forth in this Subsection F.

ii. **COMPANY** must not transfer or assign any part or right or interest in this Memorandum, directly or indirectly, voluntarily or involuntarily, without the prior written approval of the **COUNTY**, through the County Clerk, which approval shall not be unreasonably withheld. Express written approval of **COUNTY** is subject to any terms, conditions and provisions which the **COUNTY**, through the County Clerk, may deem necessary.

iii. No such approval by **COUNTY** of any assignment shall be deemed in any event or



in any manner to provide for the occurrence of any obligation of the **COUNTY** or the County Clerk in addition to the obligations assumed under this Memorandum. Approval by the **COUNTY** of the assignment shall not be deemed a waiver of any right accrued or accruing against **COMPANY**. No assignee of **COMPANY** shall assign this Memorandum without the prior written approval of the **COUNTY** through the County Clerk.

G. Authority to Execute. **COMPANY** hereby warrants and agrees that Chris Stephan, President, [Name and Title] has been duly authorized by **COMPANY** to sign this Memorandum, including the attachments hereto, on behalf of **COMPANY** and to bind **COMPANY** validly and legally to all the terms, conditions and provisions of this Memorandum. If Company alleges that said person lacks such authority, **COUNTY** may immediately terminate this Memorandum as provided in Section 7 Subsection D.

**Agreed and Accepted:**

By: \_\_\_\_\_ (ELECTRONIC RECORDING PROVIDER)

Name \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ (COMPANY)

Name Chris Stephan \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ (COUNTY)

Name \_\_\_\_\_

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. The COMPANY can work with the ELECTRONIC RECORDING PROVIDER and COUNTY to provide additional fields (extensions) to the current PRIA standard.***

#### Communications Protocol and Options

***TCP/IP, HTTP and 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***

#### Electronic Signatures and Use of Digital Certificates

***The use of Electronic Signatures and Digital Certificates will not be used at this time. However, COUNTY reserves the right to reconsider this matter at a later date with COMPANY. COMPANY acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with COUNTY to accommodate their use.***

#### Imaging Standards

- ***Minimum three(3) inch margin at top of page and minimum one (1) inch side margin***
- ***Documents will be scanned at 300dpi.***
- ***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.***

## Attachment B Documents and Indexing Specifications

Unless otherwise noted, requirements for electronic documents are the same as traditionally delivered documents. **Eligible Document Types:**

1STAMENDPROT	FIRST AMENDED PROTECTIVE COVENANTS & CONDITIONS
1STAMENDREST	FIRST AMENDMENT TO RESTRICTIONS
2DT	SECOND LIEN DEED OF TRUST
2INFDT	SECOND & INFEROR DEED OF TRUST
2INFMMLCON	SECOND & INFEROR MECHANIC'S LIEN CONTRACT
A	ASSIGNMENT OF LIEN
A & M	AMENDMENT AND MODIFICATION
A&A	AFFIDAVIT & AGREEMENT (HOME EQUITY)
A&T	ASSIGNMENT & TRANSFER OF LIEN
AAW	AGREEMENT FOR ADDITIONAL WORK UNDER BUILDERS LIEN
ABANWTR	ABANDONMENT OF WATER RIGHT
ABB	ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER & CONTRACTOR
ACC	AFFIDAVIT OF COMPLETION OF CONSTRUCTION
ACCP	AGREEMENT CREATING COMMUNITY PROPERTY
ACPP	AUTHENTICATED CERTIFIED COPY OF PROBATE PROCEEDINGS
ACK	ACKNOWLEDGEMENT
ACSP	AGREEMENT TO CONVEY SEPARATE PROPERTY
ADDB&M	ADDENDUM TO BUILDER'S & MECHANIC'S LIEN CONTRACT & AGREEMENT
ADJDT	ADJUSTABLE RATE DEED OF TRUST/HOME EQUITY
ADJHE	ADJUSTABLE RATE HOME EQUITY CONVERSION D/T
ADM	ADMINISTRATION
ADMIND	ADMINISTRATOR'S DEED
ADMLIEN	NOTICE OF ADMINISTRATIVE LIEN
ADOPT	ASSESSMENT
ADT	ASSUMPTION DEED OF TRUST
AE	ABANDONMENT OF EASEMENTS
AEA	ACCESS EASEMENT AGREEMENT
AF	AFFIDAVIT
AFC	AFFIDAVIT OF COMMENCEMENT
AFCC	AFFIDAVIT/COMMENCEMENT OF CONSTRUCTION
AFCGC	AFFIDAVIT OF CONTRACTOR UNDER GENERAL CONTRACT
AFDH	AFFIDAVIT OF DESIGNATION OF HOMESTEAD
AFF	AFFIDAVIT
AFFCOMPL	AFFIDAVIT OF COMPLETION
AFFCORR	AFFIDAVIT OF CORRECTION TO DEED
AFFH	AFFIDAVIT OF HEIRSHIP

AFFINSTALL	AFFIDAVIT OF INSTALLATION
AFFLE	AFFIDAVIT AS TO LIFE ESTATE
AFFMORTG	AFFIDAVIT OF MORTGAGE
AFFNON-HMSTD	AFFIDAVIT OF NON-HOMESTEAD
AFFPOSS	AFFIDAVIT OF POSSESSION
AFFSALEPROP	AFFIDAVIT OF SALE OF PROPERTY
AFFSUCC	AFFIDAVIT OF SUCCESSION
AFFTERMO&G	AFFIDAVIT TERMINATING OIL & GAS LEASE
AFH	AFFIDAVIT OF HOMESTEAD
AFI	AFFIDAVIT OF IDENTITY
AFID	AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
AFML	AFFIDAVIT CLAIMING MECHANIC'S LIEN
AFMM	AFFIDAVIT CLAIMING MECHANIC'S/MATER ALMAN'S LIEN
AFND	AFFIDAVIT OF NO DEBTS AND LIENS
AFNI	AFFIDAVIT OF NAME IDENTITY
AFOGC	AFFIDAVIT OF OWNERS UNDER GENERAL CONTRACT
AG	AGREEMENT
AGRPART	AGREEMENT OF PARTITION
AGTERM	AGREEMENT TERMINATING EASEMENT
AJ	ABSTRACT OF JUDGMENT
ALA	ASSIGNMENT OF LEASE AGREEMENT
AMEND	AMENDMENT
AMENDCERTADJ	AMENDMENT TO CERTIFICATE OF ADJUDICATION
AMENDDT	AMENDED & RE-STATED DEED OF TRUST
AMENDEASEMENT	AMENDMENT OF EASEMENT
AMENDMOM	AMENDED MEMORANDUM OF LEASE
AMENDWATER	AMENDMENT TO WATER USE PERMIT
AMLC	AMENDED MECHANIC'S LIEN CONTRACT
AMS	AFFIDAVIT OF MARITAL STATUS
ANP	AFFIDAVIT OF NON-PRODUCTION
AOA	ABSTRACT OF ASSESSMENT
AOC	AFFIDAVIT OF CONTRACTOR
AOO	AFFIDAVIT OF OWNERS
APPREVISE	APPLICATION TO REVISE SUBDIVISION PLAT
APPTCO-TRUST	APPOINTMENT OF CO-TRUSTEE
APPTSUCTRSTEE	APPOINTMENT SUCCESSOR TRUSTEE
APPW	APPLICATION FOR PROBATE OF WILL
APPWATER	APPL TO CONDITION AN ABANDONED WELL FOR FRESH WATER PROD
AR	ASSIGNMENT OF RENTS
AR&L	ASSIGNMENTS OF RENTS & LEASES
ARHR	AGREEMENT REGARDING HOMESTEAD RIGHTS
ASD	ASSIGNMENT OF DEED OF TRUST
ASLD	ASSUMPTION SPECIAL WARRANTY DEED W/VENDOR'S LIEN
ASSCON	ASSIGNMENT OF CONTRACTS FOR DEED

ASSIGN	ASSIGNMENT
ASSIGNCONTS&P	ASSIGNMENT OF CONTRACT OF SALE & PURCHASE
ASSIGNINT	ASSIGNMENT OF INTEREST IN LAND
ASSIGNROYALTY	ASSIGNMENT OF ROYALTY INTEREST
ASSUMDEED	ASSUMPTION DEED
ASSUMPT	ASSUMPTION
ASSUMPWD2ND	ASSUMPTION WARRANTY DEED WITH SECOND LIEN
ASSWOD	ASSUMPTION WARRANTY OWELTY DEED
AST	APPOINTMENT OF SUBSTITUTE TRUSTEE
ASWD	ASSUMPTION SPECIAL WARRANTY DEED
ASWOD	ASSUMPTION SPECIAL WARRANTY OWELTY DEED
ATAX	ASSIGNMENT OF TAX LIEN
ATP	AGREEMENT TO PARTITION
AVIEASEMENT	AVIGATION EASEMENT
AWD	ASSUMPTION WARRANTY DEED
AWDVL	ASSUMPTON WARRANTY DEED W/VENDOR'S EN
B&MLC	BUILDER'S & MECHANIC'S LIE CONTRACT
BA	BOUNDARY LINE AGREEMEN
BO	BONDS & OATHS
BOND	BOND TO INDEMNIF AGAINST LIEN
BOS	BILL OF SALE
BY	BYLAWS OF ASSOCIATI N
C	CONTRAC
C&C	CONSENT AND ONFIRMATION
CADT	CORPOR TION ASSIGNMENT/DEED OF TRUST
CCAN	CERT FIED C PY OF ASSUMED NAME
CCAO	CERTIFIE COP AGREED ORDER
CCB	CERTIFIED COPY OF BANKRUPTCY
CCCORPRES	ERTIFIE COPY OF CORPORATE RESOLUTION
CCD	CERT IED COPY OF DIVORCE PROCEEDINGS
CCGP	CERTIFIED COPY OF GUARDIANSHIP PROCEEDING
CCJ	CERTIFIED COPY OF JUDGMENT
CCLTDPOA	CERTIFIED COPY LIMITED POWER OF ATTORNEY
CCO	CERTIFIED COPY
CCP	CERTIFIED COPY OF PROBATE PROCEEDINGS
CCPAT	CERTIFIED COPY OF PATENT
CCPLAT	CERTIFIED COPY OF PLAT
CCPOA	CERTIFIED COPY OF POWER OF ATTORNEY
CCR	CERTIFICATE OF CORPORATE RESOLUTION
CCREPLAT	CERTIFIED COPY OF REPLAT
CCSPECWARD	CERTIFIED COPY SPECIAL WARRANTY DEED
CCW	CERTIFIED COPY OF WILL
CDA	CATHODIC PROTECTION AGREEMENT
CDP	CERTIFICATE DISCHARGING PROPERTY SUBJECT TO ESTATE TAX LIEN

CDT	CONSTRUCTION DEED OF TRUST
CEM	CEMETERY DEED
CERTFT	CERTIFICATE OF DISCHARGE OF PROPERTY FROM FED TAX LIEN
CERTIF	CERTIFICATE
CERTSTATTAX	CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN
CFORM	CERTIFICATION FORM
CFS	CONTINUATION OF FINANCE STATEMENT
CGD	CORRECTION GIFT DEED
CLAIM	CLAIM OF LIEN
CLL	CERTIFICATE OF LIMITED LIABILITY
CLP	CANCELLATION OF LIS PENDENS
COCR	CERTIFICATE OF CORPORATE RESOLUTION
COL	CLAIM OF OWNERSHIP OF LAND
COLASSIGN&L	COLLATERAL ASSIGNMENT OF LEASES & LICENSES
COLLASSIGN	COLLATERAL ASSIGNMENT
COLLASSIGNTAXLIENS	COLLATERAL ASSIGNMENT OF TAX LIENS & RELATED LIENS
COMMDT	COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, F/S & ASSIGNMT
COMMPROPAGRMT	COMMUNITY PROPERTY AGREEMENT & DEDICATION OF ROAD EASEMENT
COMPAJ	COMPTROLLER ABSTRACT OF JUDGMENT
CON	CONTRACT FOR IMPROVEMENTS WITH DEED OF TRUST
CONA	CONFIRMATION AGREEMENT
CONAG	CONSENT AGREEMENT
CONC	CONSTRUCTION CONTRACT
CONDO	COND MINIMUM INFORMATION STATEMENT
CONEXT	CONTRACT EXTENSION
CONLOAN	CONSENT LOAN
CONPURCH	CONSENT TO PURCHASE
CONS	CONSENT TO CONVEYANCE
CONSASSUMP	CONSENT TO ASSUMPTION
CONSTBOS	CONSTABLE BILL OF SALE
CONSTDEED	CONSTABLE'S DEED (DELINQUENT TAX SALE)
CONTD	CONTRACT FOR DEED
CONTRACTS&P	CONTRACT OF SALE & PURCHASE
CONTRANS	CONSENT TO TRANSFER
CONTRID	CONTRIBUTION DEED
CONV	CONVEYANCE
CONW/T	CONTRACT FOR IMPROVEMENTS (W/TRANSFER OF LIEN)
COR	CERTIFICATE OF RESOLUTION
CORRAFF	CORRECTION AFFIDAVIT
CORRASIGN	CORRECTION ASSIGNMENT OF MORTGAGE/DEED OF TRUST
CORRASSUMPTD	CORRECTION ASSUMPTION DEED
CORRCON D/T	CORRECTION CONTRACT FOR IMPROVEMENTS W/DEED OF TRUST
CORRCONT	CORRECTION OF CONTRACT OF SALE & PURCHASE
CORRD	CORRECTION DEED

CORRDT	CORRECTION DEED OF TRUST
CORREASMT	CORRECTION EASEMENT
CORREL	CORRECTION RELEASE OF LIEN
CORRFT	CORRECTION FEDERAL TAX LIEN
CORRMA	CORRECTION MODIFICATION AGREEMENT
CORRMEMCONT	CORRECTION OF MEMORANDUM OF CONTRACT
CORRMLC	CORRECTION MECHANIC'S LIEN CONTRACT W/TRANSFER OF LIEN
CORROD	CORRECTION OWELTY DEED
CORRPR	CORRECTION PARTIAL RELEASE OF LIEN
CORRQD	CORRECTION QUITCLAIM DEED
CORRSANEASEMENT	CORRECTION SANITARY CONTROL EASEMENT
CORRSUBSTRUSTDEED	CORRECTED SUBSTITUTE TRUSTEE'S DEED
CORRSWD	CORRECTION SPECIAL WARRANTY DEED
CORRTL	CORRECTION OF TRANSFER OF LIEN
CORRTRSTE	CORRECTION TRUSTEES DEED
CORRWD	CORRECTON WARRANTY DEED
COT	CERTIFICATION OF TRUST
COV	COVENANT
COVCOMPETE	COVENANT NOT TO COMPETE
CPD	CORRECTION PARTI ON DEED
CPE	COMMUNITY PROPERTY ELE ON
CR	CORPORATE RESOLUTI N
CRE	CERTIFICATE OF TTACHMENT TO REAL ESTATE
CSAT	CERTIF CATE OF SATISFAC ION
CSL	NOTICE F CHILD SUPPORT LIEN
CT	COLL TERA TRANSFER
CTERMCSL	CERTIFIC TE OF TERMINATION OF ASSIGNT. OF CHILD SUPPORT LIEN
CTN&L	COLLATERAL TRANSFER OF NOTE & LIEN
CTP	ENHOL ER'S CONSENT TO PLAT
CTRESUB	CO SENT TO RESUBDIVISION
CUST	CUSTODY DOCUMENT
CWD	CASH WARRANTY DEED
CWDVL	CORRECTION WARRANTY DEED WITH VENDOR'S LIEN
CWS	CORROBORATING WITNESS STATEMENTS
D	DEED
D&UE	DRAINAGE & UTILITY EASEMENT
DA	DEED OF ABANDONMENT
DCC	DECLARATION/COVENANTS/CONDITIONS/RESTRICTIONS
DD	DEDICATION DEED
DECLARATION	DECLARATION
DED&REST	DEDICATION & RESTRICTIONS
DEEDACQ	DEED OF ACQUITTANCE
DEEDLIFEESTATE	DEED CONVEYING LIFE ESTATE
DEP	DEPUTATIONS

DESIGN	DESIGNATION
DEXECT	DEED OF EXECUTRIX
DGROW	DEED GRANTING RIGHT OF WAY
DH	DESIGNATION OF HOMESTEAD
DHSHP	DETERMINATION OF HEIRSHIP
DI	DEDICATORY INSTRUMENTS
DIRP	DIRECTIVE TO PHYSICIANS
DISCL	DISCLAIMER
DISD	DISTRIBUTION DEED
DISSTATE	DISCLOSURE STATEMENT
DLE	DEED FOR LIFE ESTATE
DLFOR	DEED IN LIEU OF FORECLOSURE
DOD	DECREE OF DIVORCE
DPART	DEED PARTITION COMMUNITY PROPERTY
DPOA	DURABLE POWER OF ATTORNEY
DREALTYTRUST	DEED OF REALTY CREATING TRUST
DS	DEED SATISFACTION
DSF	DEED OF TRUST, SECURITY AGREEMENT & FINANCE STATEMENT
DST	DESIGNATION OF SUCCESSOR TRUSTEE
DSUBSTRUSTEE	DEED BY SUBSTITUTED TRUSTEE
DT	DEED OF TRUST
DT2	DEED OF TRUST -2ND LEND
DTS	DEED OF TRUST AND SECURITY AGREEMENT
DTSA	DEED OF TRUST TO SECURE ASSUMPTION
DUE	DEDICATION OF UTILITY EASEMENT
DURFINPOA	DURABLE FINANCIAL POWER OF ATTORNEY
DWW	DEED WITH HOU WARRANTY
E	RIGHT-OF WAY EASEMENT
EA	EASEMENT AGREEMENT
EASE	EASEMENT
EASEAMEND	EASEMENT AMENDMENT
ELC	EQUITY LIEN CONTRACT ON HOMESTEAD PROPERTY
EMODREL	EASEMENT MODIFICATION & RELOCATION AGREEMENT
ENA	ENCROACHMENT AGREEMENT
ENHANCED	ENHANCED LIFE ESTATE DEED
ETA	ESTATE TAX LIEN
EX	EXTENSION OF REAL ESTATE NOTE & LIEN
EXD	EXCHANGE DEED
EXDD	EXECUTOR'S DISTRIBUTION DEED
EXDVL	EXCHANGE DEED WITH VENDOR'S LIEN
EXE	EXTINGUISHMENT OF EASEMENT
EXECD	EXECUTOR'S DEED
EXTAGRMT	EXTENSION AGREEMENT
EXTRIXD	EXECUTRIX DEED



EXWD	EXCHANGE WARRANTY DEED
FAMT	FAMILY TRUST
FDD	FINAL DECREE OF DIVORCE
FED ESTATE TAX LIEN	FEDERAL ESTATE TAX LIEN
FEDAMEND	FEDERAL TAX LIEN AMENDMENT
FIELD	FIELD NOTES
FLHEA	FIRST LIEN HOLDER'S ESTOPPEL AGREEMENT
FORESALEDEED	FORECLOSURE SALE DEED
FS	FINANCING STATEMENT
FT	FEDERAL TAX LIEN
FTN	FORMAL TERMINATION NOTICE
GD	GIFT DEED
GDNDEEDVL	GUARDIAN'S DEED WITH VENDOR'S LIEN
GDWASSUMPT	GIFT DEED WITH ASSUMPTION
GENWDFOR	GENERAL WARRANTY DEED (IN LIEU OF FORECLOSURE)
GIFT	GIFT
GLA	GROUND LEASE AGREEMENT
GRANT	GRANT
GRANTEASE	GRANT OF EASEMENT
GUARD	GUARDIAN'S DEED
GWD	GENERAL WARRANTY DEED
GWGIFTDEED	GENERAL WARRANTY GIFT DEED
HD	DESIGNATION OF HOMESTEAD & AFFIDAVIT OF NON-HOMESTEAD
HDD	HOMESTEAD DISCLAIMER & DESIGNATION
HEFL	HOME EQUITY-FIRST LIEN
HESL	HOME EQUITY-SUBORDINATION LIEN
HL	HOSPITAL LIEN
HLC	HOMESTEAD LIEN CONTRACT
HLCDT	HOMESTEAD LIEN CONTRACT/ DEED OF TRUST
HOMED	HOMESTEAD DESIGNATION
HUNT	HUNTING LEASE AGREEMENT
ICRED	INTER-CREDIT AGREEMENT
JUDASSIGN	JUDGMENT ASSIGNMENT
LA	LEASE AMENDMENT
LAFF	LIEN AFFIDAVIT
LANDREST	LAND USE RESTRICTION & INDEMNITY AGREEMENT
LD	WARRANTY DEED WITH VENDOR'S LIEN
LEASE	LEASE
LEASEA	LEASE AGREEMENT
LICA	LICENSE AGREEMENT
LIEN	LIEN DEED
LIENSUB	LIENHOLDER'S SUBORDINATION TO EASEMENT
LLW	LANDLORD'S LIEN WAIVER
LMA	LOAN MODIFICATION AGREEMENT

LP	NOTICE OF LIS PENDENS
LPAA	LIMITED POWER OF APPOINTMENT OF AGENT
LR/MA	LOAN RENEWAL/MODIFICATION AGREEMENT
LT	LIVING TRUST
LTDPOA	LIMITED POWER OF ATTORNEY
LW	LIEN WAIVER
M&E	MODIFICATION & EXTENSION
M&M AFF	MECHANIC'S AND MATERIALMAN'S LIEN AFFIDAVIT
M&MCONT&D/T	MECHANIC'S & MATERIALMAN'S LIEN CONTRACT & D/T
M&RC	MINERAL AND ROYALTY CONVEYANCE
MA	MODIFICATION AGREEMENT
MANUHOMEAFF	MANUFACTURED HOME AFFIDAVIT OF AFFIXATION
MC	MANAGER'S CERTIFICATE
MDT	MODIFICATION OF DEED OF TRUST
MEMEXT	MEMORANDUM OF EXTENSION OF REAL ESTATE NOTE & LIEN
MEMO	MEMORANDUM
MEMOA	MEMORANDUM OF AGREEMENT
MEMOASSIGN	MEMORANDUM OF ASSIGNMENT OF NOTE & LIEN
MEMOI	MEMORANDUM OF INSTALLATION/SERVICE
MEMOL	MEMORANDUM OF LEASE
MEMOO	MEMORANDUM OF OPTION
MEMOT	MEMORANDUM OF TRUST
MEMOTA	MEMORANDUM OF TRUST AGREEMENT
MEMOTRUST	MEMORANDUM OF TRUST AGREEMENT
MEMOTS	MEMORANDUM OF TRUST STATUS
MF	MASSEY FORM
MIN	MINERAL DEED
MISCE	MISCELLANEOUS EASEMENT (PIPELINES)
ML&SA	MECHANIC'S LIEN & SECURITY AGREEMENT
MM	MECHANIC'S LIEN CONTRACT
MMT	MECHANIC'S LIEN CONTRACT W/TRANSFER
MODHE	MODIFICATION OF HOME EQUITY LOAN PROMISSORY NOTE
MODHEN	MODIFICATION OF HOME EQUITY NOTE
MODLA	MODIFICATION OF LEASE AGREEMENT
MODRE	MODIFICATION OF REAL ESTATE NOTE & LIEN
MODSECI	MODIFICATION TO SECURITY INSTRUMENT/NOTE
MODSR	MODIFICATION OF SUBDIVISION RESTRICTIONS
MOI	MEMORANDUM OF INSTALLATION & SERVICE AGREEMENT
MORT	MORTGAGE
MPA	MARITAL PARTITION AGREEMENT
MPN	MODIFICATION OF PROMISSORY NOTE
MUD	MUD DISTRICT NOTICE
NHD	NONHOMESTEAD DESIGNATION
NIA	NEW IMPROVEMENTS AFFIDAVIT

NL	NOTICE OF LIEN
NOD	NOTICE OF DEFAULT
NOFS	NOTICE OF FORECLOSURE SALE
NOHL	NOTICE OF HOSPITAL LIEN
NOI	NOTE OF INDEBTEDNESS
NON	NONHOMESTEAD AFFIDAVIT & DESIGNATION OF HOMESTEAD
NONHMSTD	NON-HOMESTEAD DESIGNATION & COMMUNITY PROPERTY DISCLAIMER
NOT	NOTICE
NOTB	NOTICE OF BANKRUPTCY
NOTCHANGEOWNER	NOTICE OF CHANGE OF OWNERSHIP IN WATER RIGHTS
NOTFP	NOTICE OF LIEN FOR FINE OR PENALTY
NOTIA	NOTICE OF INSTALLMENT AFFIDAVIT
NOTIMP	NOTICE OF IMPROVEMENT ATTACHMENT TO REAL ESTATE
NOTPURCH	NOTICE TO PURCHASER
NOTREST	NOTICE OF LIEN FOR RESTITUTION
OD	OWELTY DEED
OEM	OPEN-END MORTGAGE
OEMC	OPTION EARNEST MONEY CONTRACT
OPTPURCH	OPTION TO PURCHASE REAL PROPERTY
ORWC	ORDER RESTORING WARD'S CAPACITY
OWDVL	OWELTY WARRANTY DEED W/ ENDOR'S LIEN
PA	POWER OF ATTORNEY
PARD	PARTIAL DISCLAIMER
PARTASSIGN	PARTIAL ASSIGNMENT OF LIEN
PARTASSIGNSUB	PARTIAL ASSIGNMENT OF LIEN & SUBORDINATION
PARTRELCOLLTSFR	PARTIAL RELEASE OF COLLATERAL TRANSFER OF NOTE
PARTRELFS	PARTIAL RELEASE-FINANCE STATEMENT
PARTT	PARTIAL TRANSFER OF LIEN
PAT	PATENT
PAYB	PAYMENT BOND
PB	PERFORMANCE BOND
PD	PARTITION DEED
PE	PEDESTRIAN EASEMENT
PERD/T	PERFORMANCE DEED OF TRUST
PERMITAPP	PERMIT TO APPROPRIATE STATE WATER
PH	PROOF OF HEIRSHIP
PMDT	PURCHASE MONEY DEED OF TRUST
PMSD	PURCHASE MONEY SECURITY DOCUMENT
PN	PROMISSORY NOTE
POSTNUPT	POSTNUPTIAL AGREEMENT
PP	PROOF OF POSSESSION
PR	PARTIAL RELEASE OF LIEN
PRE	PARTIAL RELEASE OF EASEMENTS
PRFED	PARTIAL RELEASE FEDERAL TAX LIEN

PRNLP	PARTIAL RELEASE OF NOTICE/LIS PENDENS
PROOFD	PROOF OF DEATH
PROPTAX	PROPERTY TAX PROTEST
PSE	PRIVATE SANITATION EASEMENT
PVACCERT	PLAT VACATION CERTIFICATION
PWA	PARTY WALL AGREEMENT
QD	QUITCLAIM DEED
QTCLME	QUITCLAIM OF EASEMENT
QUITRELIHQ	QUITCLAIM AND RELINQUISHMENT
R	RELEASE OF LIEN
R&R	RELEASE AND RELINQUISHMENT
RAJ	RELEASE OF JUDGMENT
RATDEED	RATIFICATION DEED
RATP	RATIFICATION OF PLAT
RCC	RESIDENTIAL CONSTRUCTION CONTRACT (W/TRANSFER OF LIEN)
RCLA	RESIDENTIAL CONSTRUCTION LOAN AGREEMENT
RCSP	REINSTATEMENT OF CONTRACT OF SALE & PURCHASE
RD	ROYALTY DEED
RE	ROAD EASEMENT
REBD	RESOLUTION OF THE BOARD OF DIRECTORS
RECASSIGN	RESCISSION OF ASSIGNMENT
RECEIVASSIGNT	RECEIVER'S ASSIGNMENT OF INTEREST IN LAND
RECEIVER	RECEIVER'S DEED
RECISS	RESCISSION OF ACCELERATION OF LOAN MATURITY
RECONTRANS	RECONVERSION OF COLLATERALLY TRANSFERRED NOTE
RECONVEY	DEED OF RECONVEYANCE
REDT	REAL ESTATE DEED OF TRUST
REFFT	REFILED NOTICE OF FEDERAL TAX LIEN
REGAG	REGULATORY AGREEMENT
REL/WAIVER	RELEASE AND WAIVER OF LIEN
RELA	RELEASE OF ASSIGNMENTS OF LEASES/RENTS
RELAFF	RELEASE OF AFFIDAVIT CLAIMING LIEN
RELC	RELEASE OF CLAIMS FROM FILING
RELCOLL	RELEASE OF COLLATERAL TRANSFER OF NOTE
RELCOV	RELEASE OF COVENANT
RELCS	RELEASE OF CHILD SUPPORT LIEN
RELDT	RELEASE OF DEED OF TRUST
RELD TSA	RELEASE OF D/T & SECURITY AGREEMENT/FS
RELE	RELEASE OF EASEMENT
RELEARTS	RELEASE OF EASEMENT RIGHTS
RELEASE	RELEASE
RELETL	RELEASE OF FEDERAL ESTATE TAX LIEN
RELFIRSTREF	RELEASE OF FIRST RIGHT OF REFUSAL
RELINQRIGHTS CONTRACT	RELINQUISHMENT OF RIGHTS UNDER CONTRACT FOR DEED

RELLP	RELEASE OF LIS PENDENS NOTICE
RELM&MLIEN	RELEASE OF MECHANIC'S & MATERIALMAN'S LIEN
RELMATHMSTD	RELEASE OF MATERIALMAN'S LIEN ON HOMESTEAD
RELMECH	RELEASE OF MECHANIC'S LIEN
RELMECHCLAIM	RELEASE OF MECHANIC'S LIEN CLAIM
RELMEMO	RELEASE OF MEMORANDUM OF LEASE
RELMTG	RELEASE OF MORTGAGE
RELN	REAL ESTATE LIEN NOTE
RELOPT	RELEASE OF OPTION
RELOWELTYLN	RELEASE OF OWELTY LIEN
RELROW	RELEASE OF RIGHT OF WAY EASEMENT
RELSTATEERROR	RELEASE OF STATE TAX LIEN FILED IN ERROR
RELTXEQUITY	RELEASE OF TEXAS HOME EQUITY LIEN
RES	RESOLUTION
RESIG	RESIGNATION
REST	RESTRICTIONS
REINSTALLCONT	RETAIL INSTALLMENT CONTRACT B & M LIEN CONTRACT
REVCERT	REVOCATION OF CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
REVFT	REVOCATION OF CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
REVO	REVOCATION
REVTDEATH	REVOCABLE TRANSFER ON DEATH DEED
REVTR	REVOCABLE TRUST
RF	RELEASE OF FEDERAL TAX LIEN
RFOPURCHASE	RELINQUISHMENT OF FIRST OPTION TO PURCHASE
RHL	RELEASE OF HOSPITAL LIEN
RLE	RELINQUISHMENT OF LIFE ESTATE
RLOP	RESIDENTIAL LEASE W/OPTION TO PURCHASE
RLP	RELEASE OF LIS PENDENS
RMA	ROAD MAINTENANCE AGREEMENT
ROER	RELINQUISHMENT OF EASEMENT RIGHTS
ROFR	RIGHT OF FIRST REFUSAL
ROWDEED	RIGHT-OF-WAY DEED
ROYALTY	ROYALTY DEED
RPA	REVOCATION OF POWER OF ATTORNEY
RRE	RELEASE OF ROAD EASEMENTS
RRFRA	RELEASE OF RIGHT OF FIRST REFUSAL AGREEMENT
RROE	RELEASE & RECONVEYANCE OF EASEMENT
RS	RELEASE OF STATE TAX LIEN
RTLPL	RELEASE & TERMINATION OF LIS PENDENS
RWW	RELEASE OF WATERWELL AGREEMENT
SA	SUBORDINATION AGREEMENT
SADT	SECOND ADJUSTABLE RATE DEED OF TRUST
SAWOD	SPECIAL ASSUMPTION WARRANTY OWELTY DEED
SCE	STATEMENT CONCERNING EASEMENT

SCWD	SPECIAL CASH WARRANTY DEED
SD	SECURITY DOCUMENT
SDT	SUBORDINATION OF DEED OF TRUST
SEA	SIGN EASEMENT AGREEMENT
SETTAGRMT	SETTLEMENT AGREEMENT
SEVD	SEVERANCE DEED
SFDM	SHORT FORM DISCHARGE OF MORTGAGE
SHERIFF	SHERIFF'S DEED
SLA	SECOND LIEN AGREEMENT
SLD	SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
SLE	SUBORDINATION OF LIEN TO EASEMENT
SLL	SIGN LOCATION LEASE
SMBOD	SPECIAL MEETING OF BOARD OF DIRECTOR
SOL	STATEMENT OF OWNERSHIP AND LOCATION
SOLEPROP	SOLE PROPRIETORSHIP DISCLAIMER & CONSENT
SOM	SATISFACTION OF MORTGAGE
SPA	STATUTORY DURABLE POWER OF ATTORNEY
SPECADD	SPECIAL ADDENDUM
SPECASSUMPTWD	SPECIAL ASSUMPTION WARRANTY DEED
SPECURPOA	SPECIAL DURABLE POWER OF ATTORNEY FOR REAL ESTATE TRANS
SPECPOA	SPECIAL POWER OF ATTORNEY
SPECW/D3RDPRTYV/L	SPECIAL WARRANTY DEED W/3RD PARTY VENDORS LIEN
SPECWDEXC	SPECIAL WARRANTY DEED EXCHANGE DEED
SPECWDWAS	SPECIAL WARRANTY DEED WITH ASSUMPTION
SPRING	SPRINGING CONTINGENT EASEMENT
SSACP	SURVIVORSHIP AGREEMENT FOR COMMUNITY PROPERTY
SSE	SANITARY SEWER EASEMENT
ST	STATE TAX LIEN
STATCORRAFF	STATUTORY CORRECTION AFFIDAVIT
STATINTRE	STATEMENT OF INTEREST IN REAL ESTATE
STD	SUBSTITUTE TRUSTEE'S DEED
SUBE	SUBORDINATION OF EASEMENT TO DEED OF TRUST LIEN
SUBFED	CERTIFICATE OF SUBORDINATION OF FEDERAL ESTATE TAX LIEN
SUBL	SUBORDINATION LIEN
SUBMTG	SUBORDINATION OF MORTGAGE
SUBSI	SUBORDINATION OF SECURITY INTEREST
SUBST	SUBSTITUTE DEED
SUBSTCOL	SUBSTITUTE OF COLLATERAL AGREEMENT
SUBT	SUBSTITUTION OF TRUSTEE
SUE	SEWER UTILITY EASEMENT
SURA	SURVIVORSHIP AGREEMENT
SVL	SUBORDINATION OF VENDOR'S LIEN
SWD	SPECIAL WARRANTY DEED
SWOD	SPECIAL WARRANTY OWELTY DEED

T	TRANSFER OF LIEN
T&A	TRANSFER & ASSIGNMENT
TA	TRUSTEE'S AFFIDAVIT
TAA	TEXAS HOME EQUITY AFFIDAVIT/AGREEMENT
TANDR	TERMINATION AND RENUNCIATION
TAXLCONTRACT	TAX LIEN CONTRACT
TC	TRUST CERTIFICATE
TD	TRUSTEE'S DEED
TDT	TEXAS HOME EQUITY DEED OF TRUST
TEMPACCESS	PERMISSION FOR TEMPORARY ACCESS
TEMPDRAIN	TEMPORARY DRAINAGE EASEMENT
TERMAGRMT	TERMINATION OF LEASE AGREEMENT
TERMCD	TERMINATION OF CONTRACT FOR DEED
TFS	TERMINATION OF FINANCE STATEMENT
TRANS	TRANSFER
TRANSDEATH	TRANSFER ON DEATH DEED
TRANSJUD	TRANSFER OF JUDGMENT, LIENS & SECURITY INT. RESTS
TRANSTAX	TRANSFER OF TAX LIEN
TRFR	TERMINATION OF RIGHTS OF FIRST REFUSAL
TRUST	TRUST DEED
TRUSTAGRMT	TRUST AGREEMENT
TRUSTREM	TRUSTEE REMOVAL
TSA	TERMINATION OF SUBORDINATION AGREEMENT
TXA	TEXAS HOME EQUITY ASSIGNMENT
TXH	TEXAS HOME EQUITY SECURITY INSTRUMENT
TXRDT	TEXAS RESIDENTIAL DEED OF TRUST
UDN	UTILITY STRICT NOTICE
UE	UTILITY EASEMENT
UEUE	UNDERGROUND ELECTRIC UTILITY EASEMENT
VAR	VARIANCE
VDH	VOLUNTARY DESIGNATION OF HOMESTEAD
VOID	VOID
WAIVER	WAIVER
WD	WARRANTY DEED
WDVLASSUMPT	WARRANTY DEED W/VENDOR'S LIEN W/ASSUMPTION
WDVLBENEFIT	WARRANTY DEED W/VL RESERVED FOR THE BENEFIT OF GRANTOR
WFTL	WITHDRAWAL OF FILED FEDERAL TAX LIEN
WPE	WATER PIPELINE EASEMENT
WRITEXEC	WRIT OF EXECUTION
WRL	WAIVER AND RELEASE OF LIEN
WSS	WARRANTY DEED WITH SUPERIOR & SUBORDINATION VENDOR'S LIEN
WWA	WATERWELL AGREEMENT

## Document Imaging Quality Control Standards

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

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

## Notary Requirements per Document

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

***Inked notary seals of a scannable color are strongly recommended, in place of embossed notary seals which require “darkening” by the COMPANY prior to submittal.***

## Eligible Document Batches

***In no event will electronic document batches exceed 25 documents in any batch.***

## Indexing Requirement

***Company Name must be indexed in the Return field.***

## Rejection Comments back to Customer

***Any documents rejected will have a comment/reason field completed. These comments must be sent to the customer in their entirety so as to eliminate unnecessary phone calls between the customer and the Recording Division.***



## Attachment C

### Service Offering

#### Hours of Operation

***Documents may be submitted at any time. Documents will only be processed on those days and hours that the COUNTY Recording Office is open to the public for business. Documents will not be processed in the event of network or equipment failure, or on COUNTY holidays, weekends, or those days on which COUNTY is closed due to emergency, public necessity, or other valid reason. COUNTY will attempt to notify COMPANY of any disruption in service if known in advance.***

#### Processing Schedules

***Documents received prior to 2:00 PM Central Standard Time will be processed the same business day. Documents received after 3:00 PM CST may be processed the next business day INCLUDING END OF YEAR RECORDINGS.***

#### Turnaround Timeframe

***Subject to the preceding paragraph on Processing Schedules, electronic documents will be processed (accepted or rejected) not later than the first business day after the day the document is received by the County Clerk. All electronic submissions shall generate an acknowledgement of receipt to an authorized filer, including the identity of the County Clerk, the date and time of receipt, and the County Clerk's assigned reference or transaction number.***

#### Alternative Delivery Options

***There are no other electronic delivery options at this time. Traditional recording methods are available.***

#### Return Options

***Confirmation of recording or a notice of rejection shall be provided to an authorized filer, no later than the first business day after the day the document is filed electronically. Submitted documents that are accepted for recording will be provided to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.***

*An authorized filer is responsible for returning the original document to the party or parties entitled to it after notice of confirmation and recordation is received by the authorized filer and for providing such party or parties the recording information set forth in the confirmation of acceptance and recordation.*

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

*The submission, receipt, filing, and recording of documents is subject to applicable regulations promulgated by the Texas State Library and Archives Commission, as set forth in Title 13, Texas Administrative Code, Chapter 7, including any amendments thereto and renumbering thereof.*

Service Help Contact Information

**COUNTY RECORDING CONTACTS:**

Lindsey Brown: 830-997-6515	<a href="mailto:lbrown@gillespiecounty.org">lbrown@gillespiecounty.org</a>
Carissa Staats: 830-997-6515	<a href="mailto:cstaats@gillespiecounty.org">cstaats@gillespiecounty.org</a>
Josh Coston: 830-997-6515	<a href="mailto:jcoston@gillespiecounty.org">jcoston@gillespiecounty.org</a>
Sarah Antczak: 830-997-6515	<a href="mailto:santczak@gillespiecounty.org">santczak@gillespiecounty.org</a>
Dawn McIntosh: 830-997-6515	<a href="mailto:dmcintosh@gillespiecounty.org">dmcintosh@gillespiecounty.org</a>
Fabiola Ibarra: 830-997-6515	<a href="mailto:fiba_a@gillespiecounty.org">fiba_a@gillespiecounty.org</a>

**COMPANY BUSINESS CONTACT**

---

**COMPANY TECHNICAL CONTACT**

---

**Any changes to the above contacts, must be provided to the Gillespie County Recording contacts within 10 work days.**

**Electronic Recording Provider:**

**Harris Recording Solutions**

**Support: 866-917-4354 Option 1**

[AumentumRecorder.support@AumentumTech.com](mailto:AumentumRecorder.support@AumentumTech.com)

## Attachment D

### Payment Options

#### Payment Options

***Escrow accounts are the acceptable form of payment. Accounts will be summarized on a monthly basis. COMPANY will be responsible for maintaining adequate funds to enable e-Recording.***

#### Requirements for each:

***Escrow account must be in place in advance of any submissions. Should an escrow account have insufficient funds, documents will not be recorded and other services suspended which draw upon an insufficiently funded escrow account.***

#### Account Setup Procedures

***Upon execution of the Memorandum of Understanding, the COMPANY will submit funds in an amount no less than \$5000.00 for initial deposit in the escrow account.***

***Advance notice of the deposit must be sent to [lbrown@gillespiecounty.org](mailto:lbrown@gillespiecounty.org), [countytreasurer@gillespiecounty.org](mailto:countytreasurer@gillespiecounty.org). The money will be applied to the escrow account usually within one business day after it is deposited into our bank account.***

#### Reporting and Reconciliation

***COUNTY will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if adequate funds are not available in the escrow account.***

#### Exception Handling

***Any discrepancy in fees discovered by COUNTY after document acceptance will be corrected by COUNTY within five business days and COMPANY will be provided with a notification of the error.***

# Gillespie County eRecording Memorandum Of Understanding



**ELECTRONIC RECORDING**

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING**, dated \_\_\_\_\_, is between Gillespie County, Texas ("**COUNTY**"), Harris Recording Solutions – Manatron, Inc ("**ELECTRONIC RECORDING PROVIDER**"), and Corporation Service Company ("**COMPANY**").

County desires to offer recording of real property documents by electronically receiving and **transmitting** documents in substitution for conventional paper based documents. Further, County desires to assure such transactions are legally valid and enforceable through available electronic technologies for the mutual benefit of all parties of the transactions.

**1. Electronic Recording.** For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Gillespie County in compliance with all applicable laws and regulations from **COMPANY** to **COUNTY** and electronically based receipt of confirmation of recording from **COUNTY** to **COMPANY** based on the level of automation and structure of the transaction and is characterized by four different levels of automation and structure as follows:

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

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

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

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

## 2. Program Eligibility

A. Title Insurance Companies, Mortgage Bankers, Full Service Banks and other authorized filers may, directly or through a designated third party provider, submit real property records for Electronic Recording.

B. Electronic Recording mandates a close working relationship and mutual cooperation between the **COUNTY, COMPANY, AND ELECTRONIC RECORDING PROVIDER**. This Memorandum of Understanding (“Memorandum”), including the attachments hereto, outlines the procedures and rules for the cooperative relationship between the parties involved in Electronic Recording, in order to facilitate a safe and secure Electronic Recording relationship. Participation in the Electronic Filing and Recording program is voluntary and the decision to do so is a business judgment.

C. All parties to the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties from re-ordination involving deceit, fraud and forgery. Authorized filers shall be responsible for maintaining the security of the system within their respective offices and shall implement security procedures for all electronic filing transactions so as to properly identify each authorized filer.

D. There will be no additional fees or additional costs of any kind charged by the **COUNTY** for Electronic Recording, although the **COMPANY** will be required to meet **COUNTY** requirements in order to record electronically.

## 3. County Requirements

A. The Electronic Filing and Recording Program of County is defined by the requirements attached to this Memorandum. *Attachment A* defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements required by **COUNTY** for the electronic records. Company agrees to provide the transmission to the **COUNTY** following the specifications outlined. Company understands that the **COUNTY** may change specifications from time to time. In the event changes to the specifications are required, the **COUNTY** will provide a written notice to the Company within a reasonable timeframe.

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

C. *Attachment C* contains the processing schedules and hours of operation for the Electronic Filing and Recording Program.

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

E. Authorized filers shall scan files capable of carrying viruses, before submitting the files to the County Clerk and, the County Clerk shall scan such files for viruses, before processing the files.

F. Neither party (COUNTY or COMPANY) 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; and, in any case, the COUNTY shall not be liable under this Agreement to the COMPANY, electronic recording provider, or any third party. If the COUNTY system causes delays or power failures that interfere with the normal course of business, the COUNTY will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied.

#### **4. COUNTY Responsibilities.**

A. **COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording means.

B. **COUNTY** shall work with **ELECTRONIC RECORDING PROVIDER** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.

C. **COUNTY** shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. COUNTY, however, shall be held harmless as provided in this Memorandum and shall not be liable for any damages resulting from software or equipment failure.

D. **COUNTY** shall institute security measures to authenticate verbal communications.

E. **COUNTY** shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

#### **5. ELECTRONIC RECORDING PROVIDER Responsibilities**

A. **ELECTRONIC RECORDING PROVIDER** is responsible to COUNTY for providing, supporting, and maintaining Electronic Recording Software and internal Recording Software.

B. **ELECTRONIC RECORDING PROVIDER** shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded. This responsibility is limited to executable software and not the COUNTY'S network environment.

C. **ELECTRONIC RECORDING PROVIDER** shall work with **COMPANY**, and **COUNTY** to resolve issues encountered in the Electronic Recording process that are within the scope of the **ELECTRONIC RECORDING PROVIDER'S** software.

D. **ELECTRONIC RECORDING PROVIDER**, through the Electronic Recording software, shall maintain an audit trail of documents received, ID received from, dates and times received, receipts to **COMPANY**, receipts transmitted, and any errors encountered.

**6. COMPANY Responsibilities:**

A. **COMPANY** shall work to insure that all security measures and credentials implemented are protected.

B. **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording. Electronic transmissions shall carry sufficient information to identify the authorized filer and to uniquely identify the document submitted for recording.

C. Documents transmitted by **COMPANY** electronically shall:

- (i) retain the original content of the document;
- (ii) provide for a non-proprietary, digital file format; and
- (iii) comply with all other requirements set forth in Attachments A and B hereto.

D. **COMPANY** acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the documents and records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and paper records and, in the case that electronic documents and electronic records bear a digital or electronic signature, in substitution for, and with the same intended effect as, paper documents and paper records bearing handwritten signatures. By use of electronic or digital signatures to sign documents, **COMPANY** intends to be bound by those documents for all purposes as fully as if paper versions of the documents had been manually signed. By use of electronic or digital signatures to sign documents, **COMPANY** intends to be bound by those electronic signatures affixed to the documents and in each case, such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document. By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **COMPAN** 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. "Users" is defined as the authorized employees of Company. The use of electronic signatures and digital certificates will not be used at this time. However, **COUNTY** reserves the right to reconsider this matter at a later date with **COMPANY**. **COMPANY** acknowledges that electronic signatures and digital certificates will be used in the future and will work with **COUNTY** to accommodate their use.



E. **COMPANY** and Electronic Recording Provider agree and contract to indemnify and hold harmless County from any and all claims, damages, causes of action, lawsuit, mediation costs of awards, arbitration costs or awards, attorney's fees, court costs, expert witnesses fee and expenses, or any other damage or claim of any type or kind in any manner arising from or related to this contract or memorandum of understanding by any third party or person.

F. **COMPANY** is responsible for forwarding to COUNTY documents for electronic filing and recording, insuring that the source of the documents is known to be from the **COMPANY** who has been authenticated, and insuring that the documents to be filed and recorded pass from **COMPANY** to **COUNTY** without modification.

G. **COMPANY** is responsible for receiving recording information from **COUNTY** and insuring that the source of the receipt is known to be the **COUNTY**.

H. **COMPANY** must maintain an audit trail of documents submitted for recording under this Memorandum and make available to **COUNTY** or **ELECTRONIC RECORDING PROVIDER**, at their request, and at no charge or cost to them, such a dit trails so as to enable the COUNTY or the PROVIDER to resolve issues or investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, s bmitted content at point of receipt from **COMPANY**, submitted content at point of delivery to **COUNTY**, dates and times submitted, size, and checksum.

I. **COMPANY** is responsible for p ocuring support and maintenance for its customers to resolve any technical problems or issues associated with COMPANY'S submission of documents for filing and reco ding un er this Memorandum.

J. **COMPANY** shall wo in good faith, with **ELECTRONIC RECORDING PROVIDER**, and **COUNTY** to resolve proble s or issues with the Electronic Recording process. **COMPANY** shall cooperate fully with both **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to address problems or issues associated wit this Memorandum, so that the problems or issues can be reported and addressed. In the event that a problem or issue is determined to be with the Electronic Recording software and not the infrastructure, the **COMPANY** shall work with the **ELECTRONIC RECORDING PROVIDER** and the **COUNTY** to resolve the problem or issue.

K. **COMPANY** is solely responsible for any and all costs of the system or services that enables **COMPANY** to meet the Electronic Filing and Recording Program requirements.

L. **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**.

## 7. General Understanding

A. **COUNTY, COMPANY, and ELECTRONIC RECORDING PROVIDER, respectively, shall perform their respective responsibilities as set forth in this Memorandum and the attachments hereto. Said attachments constitute promised performances under this Memorandum and are hereby incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim.**

B. **COUNTY** shall not incur any liability for the information electronically

transmitted by the **COMPANY** to **COUNTY**. **COUNTY** shall not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither the **COUNTY** nor **COMPANY**, nor **ELECTRONIC RECORDING PROVIDER** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt; provided, however, this Paragraph B shall not be interpreted or construed in any way or to any extent to affect the **ELECTRONIC RECORDING PROVIDER'S** liability to County under the Contract for Turnkey Public Records Deed Indexing System for the Office of the County Clerk between the County and the Electronic Recording Provider ("Contract"), including any and all amendments and modifications thereto.

C. The **COUNTY**, **COMPANY** and **ELECTRONIC RECORDING PROVIDER** will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation. When mediation is acceptable to the parties in resolving a dispute among themselves arising under this Memorandum, the parties agree to use a mediator acceptable to all parties. Unless all parties are satisfied with the results of the mediation, the mediation will not constitute the final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as prescribed by TEX. CIV. PRAC. & REM. CODE § 154.003, unless the parties agree, in writing, to waive the confidentiality.

D. Either **COUNTY** or **COMPANY** may terminate this Memorandum for any reason, with termination effective immediately.

E. All rights and obligations of the parties under this Memorandum shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the company may have incurred or be subject to pursuant to this Memorandum and the provisions herein on Sovereign Immunity, Venue and Choice of Law.

F. The **COUNTY**, **ELECTRONIC RECORDING PROVIDER** and **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the **COUNTY** and **COMPANY** will meet as needed to discuss changes and additions to this Memorandum, which may be amended as provided herein. This Memorandum may be amended only by written instrument, signed by the parties hereto and dated subsequent to the date(s) of this Memorandum.

G. All provisions of the Contract for Turnkey Public Records Deed Indexing System for the Office of the County Clerk between the **COUNTY** and the **ELECTRONIC RECORDING PROVIDER** ("Contract"), as heretofore amended or modified, shall remain unchanged and in full force and effect and is not amended by this Memorandum.

## **8. General Provisions**

A. Contract Construction.

i. This Memorandum shall be interpreted and construed according to its terms and no rule of construction or interpretation shall apply against any particular party based on a contention that this Memorandum was drafted by one of the parties.

ii. Words of any gender in this Memorandum shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Memorandum clearly requires otherwise.

iii. Headings and titles at the beginning of the sections and subsections in this Memorandum have been included only to make it easier to locate the subject matter covered by that section or subsection and shall not be used in construing or interpreting this Memorandum.

iv. When any period of time is stated in this Memorandum, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Gillespie County has declared a holiday for its employees, these days shall be omitted from the computation. For each year, the COUNTY'S holiday schedule may be obtained from the County Human Resource Department upon request. All hours stated in this Memorandum are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. All references in this Memorandum to the word "days" mean calendar days, unless the context in this Memorandum clearly requires otherwise.

v. Provisions, words, phrases, and statutes, whether incorporated by actual use or reference, shall be applied to this Memorandum in accordance with Chapters 311 and 312 of the Texas Government Code.

B. Severability. The provisions of this Memorandum are severable. If any section, subsection, clause, sentence, provision or paragraph of this Memorandum, or the application of this Memorandum to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Memorandum, but the effect thereof shall be limited to the section, subsection, clause, sentence, provision, or paragraph so held to be invalid, illegal, or unenforceable, and the application of such section, subsection, clause, sentence, provision, or paragraph to other persons or circumstances shall not be affected.

C. Choice of Law/Venue.

i. This Memorandum shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas without regard to this State's conflict of laws principles and the laws of the United States of America.

ii. The sole venue for any dispute arising under this Memorandum shall be in the courts of appropriate jurisdiction in Gillespie County, Texas, exclusively. Any right, action, suit or other proceeding arising under this Memorandum shall be brought exclusively in the federal or state courts in Gillespie County, Texas and, the parties hereby consent to personal jurisdiction and venue therein.

iii. These Choice of Law and Venue provisions are intended by the parties hereto to be mandatory and not permissive in nature, and to preclude the possibility of

litigation between the parties in any jurisdiction other than that of a court of appropriate jurisdiction in Gillespie County, Texas. Each party hereto waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Paragraph.

D. Notice.

i. Any notice to be given under this Memorandum shall be in writing and may be affected by personal delivery, or by hand delivery through a courier or a delivery service, or by email, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Honorable Lindsey Brown (or successor)

Gillespie County Clerk

Delivery:

101 W. Main Street Unit 13; Room 109

Fredericksburg, Texas 78624

Registered or Certified Mail (Return receipt required):

101 W. Main Street, Unit 13

Fredericksburg Texas 78624

Email: [lbrown@gillespiecounty.org](mailto:lbrown@gillespiecounty.org)

COMPANY:

Name of Company: Corporation Service Company (CSC)

Address:

Contact:

Title:

Support Contact:

ELECTRONIC RECORDING PROVIDER

Name of Company: Manatron, Inc (hereinafter Harris Recording Solutions or HRS)

Address: 2290 Lucien Way Ste 330, Maitland, FL 32751

Contact: Jason Appollo, jappollo@harriscomputer.com

Title: Support Manager

- ii. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required in Paragraph i above. Notice by facsimile shall be deemed effective immediately at the time the fax is received, provided receipt of the fax is confirmed. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required under Paragraph i above.
  - iii. Any party hereto may change its address by giving notice as provided herein to the other parties.
- E. Sovereign Immunity. The parties hereto expressly agree that no provision of this Memorandum is in any way intended to constitute a waiver by Gillespie County or the Gillespie County Clerk of any immunities from suit or liability that **COUNTY** or the County Clerk may have by operation of law and, Gillespie County hereby retains all of its affirmative defenses and, the Gillespie County Clerk hereby retains all of her affirmative defenses.
- F. Assignment.
- i. The **Electronic Recording Provider** is subject to the assignment provisions set forth in the Contract. **COMPANY** is subject to the Assignment provisions set forth in this Subsection F.
  - ii. **COMPANY** must not transfer or assign any part or right or interest in this Memorandum, directly or indirectly, voluntarily or involuntarily, without the prior written approval of the **COUNTY**, through the County Clerk, which approval shall not be unreasonably withheld. Express written approval of **COUNTY** is subject to any terms, conditions and provisions which the **COUNTY**, through the County Clerk, may deem necessary.
  - iii. No such approval by **COUNTY** of any assignment shall be deemed in any event or in any manner to provide for the occurrence of any obligation of the **COUNTY** or the County Clerk in addition to the obligations assumed under this Memorandum. Approval by the **COUNTY** of the assignment shall not be deemed a waiver of any right accrued or accruing against **COMPANY**. No assignee of **COMPANY** shall assign this Memorandum without the prior written approval of the **COUNTY** through the County Clerk.

G. Authority to Execute. **COMPANY** hereby warrants and agrees that \_\_\_\_\_, [Name and Title] has been duly authorized by **COMPANY** to sign this Memorandum, including the attachments hereto, on behalf of **COMPANY** and to bind **COMPANY** validly and legally to all the terms, conditions and provisions of this Memorandum. If \_\_\_\_\_ (Company) alleges that said person lacks such authority, **COUNTY** may immediately terminate this Memorandum as provided in Section 7, Subsection D.

**Agreed and Accepted:**

By: \_\_\_\_\_ (ELECTRONIC RECORDING PROVIDER)

Name \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ (COMPANY)

Name \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ (COUNTY)

Name \_\_\_\_\_

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. The COMPANY can work with the ELECTRONIC RECORDING PROVIDER and COUNTY to provide additional fields (extensions) to the current PRIA standard.***

#### Communications Protocol and Options

***TCP/IP, HTTP and 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***

#### Electronic Signatures and Use of Digital Certificates

***The use of Electronic Signatures and Digital Certificates will not be used at this time. However, COUNTY reserves the right to reconsider this matter at a later date with COMPANY. COMPANY acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with COUNTY to accommodate their use.***

#### Imaging Standards

- ***Minimum three(3) inch margin at top of page and minimum one (1) inch side margin***
- ***Documents will be scanned at 300dpi.***
- ***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.***

## Attachment B Documents and Indexing Specifications

Unless otherwise noted, requirements for electronic documents are the same as traditionally delivered documents. **Eligible Document Types:**

1STAMENDPROT	FIRST AMENDED PROTECTIVE COVENANTS & CONDITIONS
1STAMENDREST	FIRST AMENDMENT TO RESTRICTIONS
2DT	SECOND LIEN DEED OF TRUST
2INFDT	SECOND & INFEROR DEED OF TRUST
2INFMMLCON	SECOND & INFEROR MECHANIC'S LIEN CONTRACT
A	ASSIGNMENT OF LIEN
A & M	AMENDMENT AND MODIFICATION
A&A	AFFIDAVIT & AGREEMENT (HOME EQUITY)
A&T	ASSIGNMENT & TRANSFER OF LIEN
AAW	AGREEMENT FOR ADDITIONAL WORK UNDER BUILDERS LIEN
ABANWTR	ABANDONMENT OF WATER RIGHT
ABB	ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER & CONTRACTOR
ACC	AFFIDAVIT OF COMPLETION OF CONSTRUCTION
ACCP	AGREEMENT CREATING COMMUNITY PROPERTY
ACPP	AUTHENTICATED CERTIFIED COPY OF PROBATE PROCEEDINGS
ACK	ACKNOWLEDGEMENT
ACSP	AGREEMENT TO CONVEY SEPARATE PROPERTY
ADDB&M	ADDENDUM TO BUILDER'S & MECHANIC'S LIEN CONTRACT & AGREEMENT
ADJDT	ADJUSTABLE RATE DEED OF TRUST/HOME EQUITY
ADJHE	ADJUSTABLE RATE HOME EQUITY CONVERSION D/T
ADM	ADMINISTRATION
ADMIND	ADMINISTRATOR'S DEED
ADMLIEN	NOTICE OF ADMINISTRATIVE LIEN
ADOPT	ASSESSMENT
ADT	ASSUMPTION DEED OF TRUST
AE	ABANDONMENT OF EASEMENTS
AEA	ACCESS EASEMENT AGREEMENT
AF	AFFIDAVIT
AFC	AFFIDAVIT OF COMMENCEMENT
AFCC	AFFIDAVIT/COMMENCEMENT OF CONSTRUCTION
AFCGC	AFFIDAVIT OF CONTRACTOR UNDER GENERAL CONTRACT
AFDH	AFFIDAVIT OF DESIGNATION OF HOMESTEAD
AFF	AFFIDAVIT
AFFCOMPL	AFFIDAVIT OF COMPLETION
AFFCORR	AFFIDAVIT OF CORRECTION TO DEED
AFFH	AFFIDAVIT OF HEIRSHIP



AFFINSTALL	AFFIDAVIT OF INSTALLATION
AFFLE	AFFIDAVIT AS TO LIFE ESTATE
AFFMORTG	AFFIDAVIT OF MORTGAGE
AFFNON-HMSTD	AFFIDAVIT OF NON-HOMESTEAD
AFFPOSS	AFFIDAVIT OF POSSESSION
AFFSALEPROP	AFFIDAVIT OF SALE OF PROPERTY
AFFSUCC	AFFIDAVIT OF SUCCESSION
AFFTERMO&G	AFFIDAVIT TERMINATING OIL & GAS LEASE
AFH	AFFIDAVIT OF HOMESTEAD
AFI	AFFIDAVIT OF IDENTITY
AFID	AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
AFML	AFFIDAVIT CLAIMING MECHANIC'S LIEN
AFMM	AFFIDAVIT CLAIMING MECHANIC'S/MATER ALMAN'S LIEN
AFND	AFFIDAVIT OF NO DEBTS AND LIENS
AFNI	AFFIDAVIT OF NAME IDENTITY
AFOGC	AFFIDAVIT OF OWNERS UNDER GENERAL CONTRACT
AG	AGREEMENT
AGRPART	AGREEMENT OF PARTITION
AGTERM	AGREEMENT TERMINATING EASEMENT
AJ	ABSTRACT OF JUDGMENT
ALA	ASSIGNMENT OF LEASE AGREEMENT
AMEND	AMENDMENT
AMENDCERTADJ	AMENDMENT TO CERTIFICATE OF ADJUDICATION
AMENDDT	AMENDED & RESTATED DEED OF TRUST
AMENDEASEMENT	AMENDMENT OF EASEMENT
AMENDMOM	AMENDED MEMORANDUM OF LEASE
AMENDWATER	AMENDMENT TO WATER USE PERMIT
AMLC	AMENDED MECHANIC'S LIEN CONTRACT
AMS	AFFIDAVIT OF MARITAL STATUS
ANP	AFFIDAVIT OF NON-PRODUCTION
AOA	ABSTRACT OF ASSESSMENT
AOC	AFFIDAVIT OF CONTRACTOR
AOO	AFFIDAVIT OF OWNERS
APPREVISE	APPLICATION TO REVISE SUBDIVISION PLAT
APPTCO-TRUST	APPOINTMENT OF CO-TRUSTEE
APPTSUCTRSTEE	APPOINTMENT SUCCESSOR TRUSTEE
APPW	APPLICATION FOR PROBATE OF WILL
APPWATER	APPL TO CONDITION AN ABANDONED WELL FOR FRESH WATER PROD
AR	ASSIGNMENT OF RENTS
AR&L	ASSIGNMENTS OF RENTS & LEASES
ARHR	AGREEMENT REGARDING HOMESTEAD RIGHTS
ASD	ASSIGNMENT OF DEED OF TRUST
ASLD	ASSUMPTION SPECIAL WARRANTY DEED W/VENDOR'S LIEN
ASSCON	ASSIGNMENT OF CONTRACTS FOR DEED

ASSIGN	ASSIGNMENT
ASSIGNCONTS&P	ASSIGNMENT OF CONTRACT OF SALE & PURCHASE
ASSIGNINT	ASSIGNMENT OF INTEREST IN LAND
ASSIGNROYALTY	ASSIGNMENT OF ROYALTY INTEREST
ASSUMDEED	ASSUMPTION DEED
ASSUMPT	ASSUMPTION
ASSUMPWD2ND	ASSUMPTION WARRANTY DEED WITH SECOND LIEN
ASSWOD	ASSUMPTION WARRANTY OWELTY DEED
AST	APPOINTMENT OF SUBSTITUTE TRUSTEE
ASWD	ASSUMPTION SPECIAL WARRANTY DEED
ASWOD	ASSUMPTION SPECIAL WARRANTY OWELTY DEED
ATAx	ASSIGNMENT OF TAX LIEN
ATP	AGREEMENT TO PARTITION
AVIEASEMENT	AVIGATION EASEMENT
AWD	ASSUMPTION WARRANTY DEED
AWDVL	ASSUMPTON WARRANTY DEED W/VENDOR'S EN
B&MLC	BUILDER'S & MECHANIC'S LIE CONTRACT
BA	BOUNDARY LINE AGREEMEN
BO	BONDS & OATHS
BOND	BOND TO INDEMNIF AGAINST LIEN
BOS	BILL OF SALE
BY	BYLAWS OF ASSOCIATI N
C	CONTRAC
C&C	CONSENT AND ONFIRMATION
CADT	CORPOR TION ASSIGNMENT/DEED OF TRUST
CCAN	CERT FIED C PY OF ASSUMED NAME
CCAO	CERTIFIE COP AGREED ORDER
CCB	CERTIFIED COPY OF BANKRUPTCY
CCCORPRES	ERTIFIE COPY OF CORPORATE RESOLUTION
CCD	CERT IED COPY OF DIVORCE PROCEEDINGS
CCGP	CERTIFIED COPY OF GUARDIANSHIP PROCEEDING
CCJ	CERTIFIED COPY OF JUDGMENT
CCLTDPOA	CERTIFIED COPY LIMITED POWER OF ATTORNEY
CCO	CERTIFIED COPY
CCP	CERTIFIED COPY OF PROBATE PROCEEDINGS
CCPAT	CERTIFIED COPY OF PATENT
CCPLAT	CERTIFIED COPY OF PLAT
CCPOA	CERTIFIED COPY OF POWER OF ATTORNEY
CCR	CERTIFICATE OF CORPORATE RESOLUTION
CCREPLAT	CERTIFIED COPY OF REPLAT
CCSPECWARD	CERTIFIED COPY SPECIAL WARRANTY DEED
CCW	CERTIFIED COPY OF WILL
CDA	CATHODIC PROTECTION AGREEMENT
CDP	CERTIFICATE DISCHARGING PROPERTY SUBJECT TO ESTATE TAX LIEN

CDT	CONSTRUCTION DEED OF TRUST
CEM	CEMETERY DEED
CERTFT	CERTIFICATE OF DISCHARGE OF PROPERTY FROM FED TAX LIEN
CERTIF	CERTIFICATE
CERTSTATTAX	CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN
CFORM	CERTIFICATION FORM
CFS	CONTINUATION OF FINANCE STATEMENT
CGD	CORRECTION GIFT DEED
CLAIM	CLAIM OF LIEN
CLL	CERTIFICATE OF LIMITED LIABILITY
CLP	CANCELLATION OF LIS PENDENS
COCR	CERTIFICATE OF CORPORATE RESOLUTION
COL	CLAIM OF OWNERSHIP OF LAND
COLASSIGN&L	COLLATERAL ASSIGNMENT OF LEASES & LICENSES
COLLASSIGN	COLLATERAL ASSIGNMENT
COLLASSIGNTAXLIENS	COLLATERAL ASSIGNMENT OF TAX LIENS & RELATED LIENS
COMMDT	COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, F/S & ASSIGNMT
COMMPROPAGRMT	COMMUNITY PROPERTY AGREEMENT & DEDICATION OF ROAD EASEMENT
COMPAJ	COMPTROLLER ABSTRACT OF JUDGMENT
CON	CONTRACT FOR IMPROVEMENTS WITH DEED OF TRUST
CONA	CONFIRMATION AGREEMENT
CONAG	CONSENT AGREEMENT
CONC	CONSTRUCTION CONTRACT
CONDO	COND MINIMUM INFORMATION STATEMENT
CONEXT	CONTRACT EXTENSION
CONLOAN	CONSENT LOAN
CONPURCH	CONSENT TO PURCHASE
CONS	CONSENT TO CONVEYANCE
CONSASSUMP	CONSENT TO ASSUMPTION
CONSTBOS	CONSTABLE BILL OF SALE
CONSTDEED	CONSTABLE'S DEED (DELINQUENT TAX SALE)
CONTD	CONTRACT FOR DEED
CONTRACTS&P	CONTRACT OF SALE & PURCHASE
CONTRANS	CONSENT TO TRANSFER
CONTRID	CONTRIBUTION DEED
CONV	CONVEYANCE
CONW/T	CONTRACT FOR IMPROVEMENTS (W/TRANSFER OF LIEN)
COR	CERTIFICATE OF RESOLUTION
CORRAFF	CORRECTION AFFIDAVIT
CORRASIGN	CORRECTION ASSIGNMENT OF MORTGAGE/DEED OF TRUST
CORRASSUMPTD	CORRECTION ASSUMPTION DEED
CORRCON D/T	CORRECTION CONTRACT FOR IMPROVEMENTS W/DEED OF TRUST
CORRCONT	CORRECTION OF CONTRACT OF SALE & PURCHASE
CORRD	CORRECTION DEED

CORRDT	CORRECTION DEED OF TRUST
CORREASMT	CORRECTION EASEMENT
CORREL	CORRECTION RELEASE OF LIEN
CORRFT	CORRECTION FEDERAL TAX LIEN
CORRMA	CORRECTION MODIFICATION AGREEMENT
CORRMEMCONT	CORRECTION OF MEMORANDUM OF CONTRACT
CORRMLC	CORRECTION MECHANIC'S LIEN CONTRACT W/TRANSFER OF LIEN
CORROD	CORRECTION OWELTY DEED
CORRPR	CORRECTION PARTIAL RELEASE OF LIEN
CORRQD	CORRECTION QUITCLAIM DEED
CORRSANEASEMENT	CORRECTION SANITARY CONTROL EASEMENT
CORRSUBSTTRUSTDEED	CORRECTED SUBSTITUTE TRUSTEE'S DEED
CORRSWD	CORRECTION SPECIAL WARRANTY DEED
CORRTL	CORRECTION OF TRANSFER OF LIEN
CORRTRSTE	CORRECTION TRUSTEES DEED
CORRWD	CORRECTON WARRANTY DEED
COT	CERTIFICATION OF TRUST
COV	COVENANT
COVCOMPETE	COVENANT NOT TO COMPETE
CPD	CORRECTION PARTI ON DEED
CPE	COMMUNITY PROPERTY ELE ON
CR	CORPORATE RESOLUTI N
CRE	CERTIFICATE OF TTACHMENT TO REAL ESTATE
CSAT	CERTIF CATE OF SATISFAC ION
CSL	NOTICE F CHILD SUPPORT LIEN
CT	COLL TERA TRANSFER
CTERMCSL	CERTIFIC TE OF TERMINATION OF ASSIGNT. OF CHILD SUPPORT LIEN
CTN&L	COLLATERAL TRANSFER OF NOTE & LIEN
CTP	ENHOL ER'S CONSENT TO PLAT
CTRESUB	CO SENT TO RESUBDIVISION
CUST	CUSTODY DOCUMENT
CWD	CASH WARRANTY DEED
CWDVL	CORRECTION WARRANTY DEED WITH VENDOR'S LIEN
CWS	CORROBORATING WITNESS STATEMENTS
D	DEED
D&UE	DRAINAGE & UTILITY EASEMENT
DA	DEED OF ABANDONMENT
DCC	DECLARATION/COVENANTS/CONDITIONS/RESTRICTIONS
DD	DEDICATION DEED
DECLARATION	DECLARATION
DED&REST	DEDICATION & RESTRICTIONS
DEEDACQ	DEED OF ACQUITTANCE
DEEDLIFEESTATE	DEED CONVEYING LIFE ESTATE
DEP	DEPUTATIONS

DESIGN	DESIGNATION
DEXECT	DEED OF EXECUTRIX
DGROW	DEED GRANTING RIGHT OF WAY
DH	DESIGNATION OF HOMESTEAD
DHSHP	DETERMINATION OF HEIRSHIP
DI	DEDICATORY INSTRUMENTS
DIRP	DIRECTIVE TO PHYSICIANS
DISCL	DISCLAIMER
DISD	DISTRIBUTION DEED
DISSTATE	DISCLOSURE STATEMENT
DLE	DEED FOR LIFE ESTATE
DLFOR	DEED IN LIEU OF FORECLOSURE
DOD	DECREE OF DIVORCE
DPART	DEED PARTITION COMMUNITY PROPERTY
DPOA	DURABLE POWER OF ATTORNEY
DREALTYTRUST	DEED OF REALTY CREATING TRUST
DS	DEED SATISFACTION
DSF	DEED OF TRUST, SECURITY AGREEMENT & FINANCE STATEMENT
DST	DESIGNATION OF SUCCESSOR TRUSTEE
DSUBSTRUSTEE	DEED BY SUBSTITUTE TRUSTEE
DT	DEED OF TRUST
DT2	DEED OF TRUST -2ND LIEN
DTS	DEED OF TRUST AND SECURITY AGREEMENT
DTSA	DEED OF TRUST TO SECURE ASSUMPTION
DUE	DEDICATION OF UTILITY EASEMENT
DURFINPOA	DURABLE FINANCIAL POWER OF ATTORNEY
DWW	DEED WITH HOU WARRANTY
E	RIGHT-OF WAY EASEMENT
EA	EASEMENT AGREEMENT
EASE	EASEMENT
EASEAMEND	EASEMENT AMENDMENT
ELC	EQUITY LIEN CONTRACT ON HOMESTEAD PROPERTY
EMODREL	EASEMENT MODIFICATION & RELOCATION AGREEMENT
ENA	ENCROACHMENT AGREEMENT
ENHANCED	ENHANCED LIFE ESTATE DEED
ETA	ESTATE TAX LIEN
EX	EXTENSION OF REAL ESTATE NOTE & LIEN
EXD	EXCHANGE DEED
EXDD	EXECUTOR'S DISTRIBUTION DEED
EXDVL	EXCHANGE DEED WITH VENDOR'S LIEN
EXE	EXTINGUISHMENT OF EASEMENT
EXECD	EXECUTOR'S DEED
EXTAGRMT	EXTENSION AGREEMENT
EXTRIXD	EXECUTRIX DEED

EXWD	EXCHANGE WARRANTY DEED
FAMT	FAMILY TRUST
FDD	FINAL DECREE OF DIVORCE
FED ESTATE TAX LIEN	FEDERAL ESTATE TAX LIEN
FEDAMEND	FEDERAL TAX LIEN AMENDMENT
FIELD	FIELD NOTES
FLHEA	FIRST LIEN HOLDER'S ESTOPPEL AGREEMENT
FORESALEDEED	FORECLOSURE SALE DEED
FS	FINANCING STATEMENT
FT	FEDERAL TAX LIEN
FTN	FORMAL TERMINATION NOTICE
GD	GIFT DEED
GDNDEEDVL	GUARDIAN'S DEED WITH VENDOR'S LIEN
GDWASSUMPT	GIFT DEED WITH ASSUMPTION
GENWDFOR	GENERAL WARRANTY DEED (IN LIEU OF FORECLOSURE)
GIFT	GIFT
GLA	GROUND LEASE AGREEMENT
GRANT	GRANT
GRANTEASE	GRANT OF EASEMENT
GUARD	GUARDIAN'S DEED
GWD	GENERAL WARRANTY DEED
GWGIFTDEED	GENERAL WARRANTY GIFT DEED
HD	DESIGNATION OF HOMESTEAD & AFFIDAVIT OF NON-HOMESTEAD
HDD	HOMESTEAD DISCLAIMER & DESIGNATION
HEFL	HOME EQUITY-FIRST LIEN
HESL	HOME EQUITY-SUBORDINATION LIEN
HL	HOSPITAL LIEN
HLC	HOMESTEAD LIEN CONTRACT
HLCDT	HOMESTEAD LIEN CONTRACT/ DEED OF TRUST
HOMED	HOMESTEAD DESIGNATION
HUNT	HUNTING LEASE AGREEMENT
ICRED	INTER-CREDIT AGREEMENT
JUDASSIGN	JUDGMENT ASSIGNMENT
LA	LEASE AMENDMENT
LAFF	LIEN AFFIDAVIT
LANDREST	LAND USE RESTRICTION & INDEMNITY AGREEMENT
LD	WARRANTY DEED WITH VENDOR'S LIEN
LEASE	LEASE
LEASEA	LEASE AGREEMENT
LICA	LICENSE AGREEMENT
LIEN	LIEN DEED
LIENSUB	LIENHOLDER'S SUBORDINATION TO EASEMENT
LLW	LANDLORD'S LIEN WAIVER
LMA	LOAN MODIFICATION AGREEMENT

LP	NOTICE OF LIS PENDENS
LPAA	LIMITED POWER OF APPOINTMENT OF AGENT
LR/MA	LOAN RENEWAL/MODIFICATION AGREEMENT
LT	LIVING TRUST
LTDPOA	LIMITED POWER OF ATTORNEY
LW	LIEN WAIVER
M&E	MODIFICATION & EXTENSION
M&M AFF	MECHANIC'S AND MATERIALMAN'S LIEN AFFIDAVIT
M&MCONT&D/T	MECHANIC'S & MATERIALMAN'S LIEN CONTRACT & D/T
M&RC	MINERAL AND ROYALTY CONVEYANCE
MA	MODIFICATION AGREEMENT
MANUHOMEAFF	MANUFACTURED HOME AFFIDAVIT OF AFFIXATION
MC	MANAGER'S CERTIFICATE
MDT	MODIFICATION OF DEED OF TRUST
MEMEXT	MEMORANDUM OF EXTENSION OF REAL ESTATE NOTE & LIEN
MEMO	MEMORANDUM
MEMOA	MEMORANDUM OF AGREEMENT
MEMOASSIGN	MEMORANDUM OF ASSIGNMENT OF NOTE & LIEN
MEMOI	MEMORANDUM OF INSTALLATION/SERVICE
MEMOL	MEMORANDUM OF LEASE
MEMOO	MEMORANDUM OF OPTION
MEMOT	MEMORANDUM OF TRUST
MEMOTA	MEMORANDUM OF TRUST AGREEMENT
MEMOTRUST	MEMORANDUM OF TRUST AGREEMENT
MEMOTS	MEMORANDUM OF TRUST STATUS
MF	MASSEY FORM
MIN	MINERAL DEED
MISCE	MISCELLANEOUS EASEMENT (PIPELINES)
ML&SA	MECHANIC'S LIEN & SECURITY AGREEMENT
MM	MECHANIC'S LIEN CONTRACT
MMT	MECHANIC'S LIEN CONTRACT W/TRANSFER
MODHE	MODIFICATION OF HOME EQUITY LOAN PROMISSORY NOTE
MODHEN	MODIFICATION OF HOME EQUITY NOTE
MODLA	MODIFICATION OF LEASE AGREEMENT
MODRE	MODIFICATION OF REAL ESTATE NOTE & LIEN
MODSECI	MODIFICATION TO SECURITY INSTRUMENT/NOTE
MODSR	MODIFICATION OF SUBDIVISION RESTRICTIONS
MOI	MEMORANDUM OF INSTALLATION & SERVICE AGREEMENT
MORT	MORTGAGE
MPA	MARITAL PARTITION AGREEMENT
MPN	MODIFICATION OF PROMISSORY NOTE
MUD	MUD DISTRICT NOTICE
NHD	NONHOMESTEAD DESIGNATION
NIA	NEW IMPROVEMENTS AFFIDAVIT

NL	NOTICE OF LIEN
NOD	NOTICE OF DEFAULT
NOFS	NOTICE OF FORECLOSURE SALE
NOHL	NOTICE OF HOSPITAL LIEN
NOI	NOTE OF INDEBTEDNESS
NON	NONHOMESTEAD AFFIDAVIT & DESIGNATION OF HOMESTEAD
NONHMSTD	NON-HOMESTEAD DESIGNATION & COMMUNITY PROPERTY DISCLAIMER
NOT	NOTICE
NOTB	NOTICE OF BANKRUPTCY
NOTCHANGEOWNER	NOTICE OF CHANGE OF OWNERSHIP IN WATER RIGHTS
NOTFP	NOTICE OF LIEN FOR FINE OR PENALTY
NOTIA	NOTICE OF INSTALLMENT AFFIDAVIT
NOTIMP	NOTICE OF IMPROVEMENT ATTACHMENT TO REAL ESTATE
NOTPURCH	NOTICE TO PURCHASER
NOTREST	NOTICE OF LIEN FOR RESTITUTION
OD	OWELTY DEED
OEM	OPEN-END MORTGAGE
OEMC	OPTION EARNEST MONEY CONTRACT
OPTPURCH	OPTION TO PURCHASE REAL PROPERTY
ORWC	ORDER RESTORING WARD'S CAPACITY
OWDVL	OWELTY WARRANTY DEED WENDOR'S LIEN
PA	POWER OF ATTORNEY
PARD	PARTIAL DISCLAIMER
PARTASSIGN	PARTIAL ASSIGNMENT OF LIEN
PARTASSIGNSUB	PARTIAL ASSIGNMENT OF LIEN & SUBORDINATION
PARTRELCOLLTSFR	PARTIAL RELEASE OF COLLATERAL TRANSFER OF NOTE
PARTRELFS	PARTIAL RELEASE-FINANCE STATEMENT
PARTT	PARTIAL TRANSFER OF LIEN
PAT	PATENT
PAYB	PAYMENT BOND
PB	PERFORMANCE BOND
PD	PARTITION DEED
PE	PEDESTRIAN EASEMENT
PERD/T	PERFORMANCE DEED OF TRUST
PERMITAPP	PERMIT TO APPROPRIATE STATE WATER
PH	PROOF OF HEIRSHIP
PMDT	PURCHASE MONEY DEED OF TRUST
PMSD	PURCHASE MONEY SECURITY DOCUMENT
PN	PROMISSORY NOTE
POSTNUPT	POSTNUPTIAL AGREEMENT
PP	PROOF OF POSSESSION
PR	PARTIAL RELEASE OF LIEN
PRE	PARTIAL RELEASE OF EASEMENTS
PRFED	PARTIAL RELEASE FEDERAL TAX LIEN



PRNLP	PARTIAL RELEASE OF NOTICE/LIS PENDENS
PROOFD	PROOF OF DEATH
PROPTAX	PROPERTY TAX PROTEST
PSE	PRIVATE SANITATION EASEMENT
PVACCERT	PLAT VACATION CERTIFICATION
PWA	PARTY WALL AGREEMENT
QD	QUITCLAIM DEED
QTCLME	QUITCLAIM OF EASEMENT
QUITRELIHQ	QUITCLAIM AND RELINQUISHMENT
R	RELEASE OF LIEN
R&R	RELEASE AND RELINQUISHMENT
RAJ	RELEASE OF JUDGMENT
RATDEED	RATIFICATION DEED
RATP	RATIFICATION OF PLAT
RCC	RESIDENTIAL CONSTRUCTION CONTRACT (W/TRANSFER OF LIEN)
RCLA	RESIDENTIAL CONSTRUCTION LOAN AGREEMENT
RCSP	REINSTATEMENT OF CONTRACT OF SALE & PURCHASE
RD	ROYALTY DEED
RE	ROAD EASEMENT
REBD	RESOLUTION OF THE BOARD OF DIRECTORS
RECASSIGN	RESCISSION OF ASSIGNMENT
RECEIVASSIGNT	RECEIVER'S ASSIGNMENT OF INTEREST IN LAND
RECEIVER	RECEIVER'S DEED
RECISS	RESCISSION OF ACCELERATION OF LOAN MATURITY
RECONTRANS	RECONVEYANCE OF COLLATERALLY TRANSFERRED NOTE
RECONVEY	DEED OF RECONVEYANCE
REDT	REAL ESTATE DEED OF TRUST
REFFT	REFILED NOTICE OF FEDERAL TAX LIEN
REGAG	REGULATORY AGREEMENT
REL/WAIVER	RELEASE AND WAIVER OF LIEN
RELA	RELEASE OF ASSIGNMENTS OF LEASES/RENTS
RELAFF	RELEASE OF AFFIDAVIT CLAIMING LIEN
RELC	RELEASE OF CLAIMS FROM FILING
RELCOLL	RELEASE OF COLLATERAL TRANSFER OF NOTE
RELCOV	RELEASE OF COVENANT
RELCS	RELEASE OF CHILD SUPPORT LIEN
RELDT	RELEASE OF DEED OF TRUST
RELD TSA	RELEASE OF D/T & SECURITY AGREEMENT/FS
RELE	RELEASE OF EASEMENT
RELEARTS	RELEASE OF EASEMENT RIGHTS
RELEASE	RELEASE
RELETL	RELEASE OF FEDERAL ESTATE TAX LIEN
RELFIRSTREF	RELEASE OF FIRST RIGHT OF REFUSAL
RELINQRIGHTS CONTRACT	RELINQUISHMENT OF RIGHTS UNDER CONTRACT FOR DEED

RELLP	RELEASE OF LIS PENDENS NOTICE
RELM&MLIEN	RELEASE OF MECHANIC'S & MATERIALMAN'S LIEN
RELMATHMSTD	RELEASE OF MATERIALMAN'S LIEN ON HOMESTEAD
RELMECH	RELEASE OF MECHANIC'S LIEN
RELMECHCLAIM	RELEASE OF MECHANIC'S LIEN CLAIM
RELMEMO	RELEASE OF MEMORANDUM OF LEASE
RELMTG	RELEASE OF MORTGAGE
RELN	REAL ESTATE LIEN NOTE
RELOPT	RELEASE OF OPTION
RELOWELTYLN	RELEASE OF OWELTY LIEN
RELROW	RELEASE OF RIGHT OF WAY EASEMENT
RELSTATEERROR	RELEASE OF STATE TAX LIEN FILED IN ERROR
RELTXEQUITY	RELEASE OF TEXAS HOME EQUITY LIEN
RES	RESOLUTION
RESIG	RESIGNATION
REST	RESTRICTIONS
REINSTALLCONT	RETAIL INSTALLMENT CONTRACT B & M LIEN CONTRACT
REVCERT	REVOCATION OF CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
REVFT	REVOCATION OF CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
REVO	REVOCATION
REVTDEATH	REVOCABLE TRANSFER ON DEATH DEED
REVTR	REVOCABLE TRUST
RF	RELEASE OF FEDERAL TAX LIEN
RFOPURCHASE	RELINQUISHMENT OF FIRST OPTION TO PURCHASE
RHL	RELEASE OF HOSPITAL LIEN
RLE	RELINQUISHMENT OF LIFE ESTATE
RLOP	RESIDENTIAL LEASE W/OPTION TO PURCHASE
RLP	RELEASE OF LIS PENDENS
RMA	ROAD MAINTENANCE AGREEMENT
ROER	RELINQUISHMENT OF EASEMENT RIGHTS
ROFR	RIGHT OF FIRST REFUSAL
ROWDEED	RIGHT-OF-WAY DEED
ROYALTY	ROYALTY DEED
RPA	REVOCATION OF POWER OF ATTORNEY
RRE	RELEASE OF ROAD EASEMENTS
RRFRA	RELEASE OF RIGHT OF FIRST REFUSAL AGREEMENT
RROE	RELEASE & RECONVEYANCE OF EASEMENT
RS	RELEASE OF STATE TAX LIEN
RTLPL	RELEASE & TERMINATION OF LIS PENDENS
RWW	RELEASE OF WATERWELL AGREEMENT
SA	SUBORDINATION AGREEMENT
SADT	SECOND ADJUSTABLE RATE DEED OF TRUST
SAWOD	SPECIAL ASSUMPTION WARRANTY OWELTY DEED
SCE	STATEMENT CONCERNING EASEMENT

SCWD	SPECIAL CASH WARRANTY DEED
SD	SECURITY DOCUMENT
SDT	SUBORDINATION OF DEED OF TRUST
SEA	SIGN EASEMENT AGREEMENT
SETTAGRMT	SETTLEMENT AGREEMENT
SEVD	SEVERANCE DEED
SFDM	SHORT FORM DISCHARGE OF MORTGAGE
SHERIFF	SHERIFF'S DEED
SLA	SECOND LIEN AGREEMENT
SLD	SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
SLE	SUBORDINATION OF LIEN TO EASEMENT
SLL	SIGN LOCATION LEASE
SMBOD	SPECIAL MEETING OF BOARD OF DIRECTOR
SOL	STATEMENT OF OWNERSHIP AND LOCATION
SOLEPROP	SOLE PROPRIETORSHIP DISCLAIMER & CONSENT
SOM	SATISFACTION OF MORTGAGE
SPA	STATUTORY DURABLE POWER OF ATTORNEY
SPECADD	SPECIAL ADDENDUM
SPECASSUMPTWD	SPECIAL ASSUMPTION WARRANTY DEED
SPECURPOA	SPECIAL DURABLE POWER OF ATTORNEY FOR REAL ESTATE TRANS
SPECPOA	SPECIAL POWER OF ATTORNEY
SPECW/D3RDPRTYV/L	SPECIAL WARRANTY DEED W/3RD PARTY VENDORS LIEN
SPECWDEXC	SPECIAL WARRANTY DEED EXCHANGE DEED
SPECWDWAS	SPECIAL WARRANTY DEED WITH ASSUMPTION
SPRING	SPRINGING CONTINGENT EASEMENT
SSACP	SURVIVORSHIP AGREEMENT FOR COMMUNITY PROPERTY
SSE	SANITARY SEWER EASEMENT
ST	STATE TAX LIEN
STATCORRAFF	STATUTORY CORRECTION AFFIDAVIT
STATINTRE	STATEMENT OF INTEREST IN REAL ESTATE
STD	SUBSTITUTE TRUSTEE'S DEED
SUBE	SUBORDINATION OF EASEMENT TO DEED OF TRUST LIEN
SUBFED	CERTIFICATE OF SUBORDINATION OF FEDERAL ESTATE TAX LIEN
SUBL	SUBORDINATION LIEN
SUBMTG	SUBORDINATION OF MORTGAGE
SUBSI	SUBORDINATION OF SECURITY INTEREST
SUBST	SUBSTITUTE DEED
SUBSTCOL	SUBSTITUTE OF COLLATERAL AGREEMENT
SUBT	SUBSTITUTION OF TRUSTEE
SUE	SEWER UTILITY EASEMENT
SURA	SURVIVORSHIP AGREEMENT
SVL	SUBORDINATION OF VENDOR'S LIEN
SWD	SPECIAL WARRANTY DEED
SWOD	SPECIAL WARRANTY OWELTY DEED

T	TRANSFER OF LIEN
T&A	TRANSFER & ASSIGNMENT
TA	TRUSTEE'S AFFIDAVIT
TAA	TEXAS HOME EQUITY AFFIDAVIT/AGREEMENT
TANDR	TERMINATION AND RENUNCIATION
TAXLCONTRACT	TAX LIEN CONTRACT
TC	TRUST CERTIFICATE
TD	TRUSTEE'S DEED
TDT	TEXAS HOME EQUITY DEED OF TRUST
TEMPACCESS	PERMISSION FOR TEMPORARY ACCESS
TEMPDRAIN	TEMPORARY DRAINAGE EASEMENT
TERMAGRMT	TERMINATION OF LEASE AGREEMENT
TERMCD	TERMINATION OF CONTRACT FOR DEED
TFS	TERMINATION OF FINANCE STATEMENT
TRANS	TRANSFER
TRANSDEATH	TRANSFER ON DEATH DEED
TRANSJUD	TRANSFER OF JUDGMENT, LIENS & SECURITY INT. RESTS
TRANSTAX	TRANSFER OF TAX LIEN
TRFR	TERMINATION OF RIGHTS OF FIRST REFUSAL
TRUST	TRUST DEED
TRUSTAGRMT	TRUST AGREEMENT
TRUSTREM	TRUSTEE REMOVAL
TSA	TERMINATION OF SUBORDINATION AGREEMENT
TXA	TEXAS HOME EQUITY ASSIGNMENT
TXH	TEXAS HOME EQUITY SECURITY INSTRUMENT
TXRDT	TEXAS RESIDENTIAL DEED OF TRUST
UDN	UTILITY STRIP NOTICE
UE	UTILITY EASEMENT
UEUE	UNDERGROUND ELECTRIC UTILITY EASEMENT
VAR	VARIANCE
VDH	VOLUNTARY DESIGNATION OF HOMESTEAD
VOID	VOID
WAIVER	WAIVER
WD	WARRANTY DEED
WDVLASSUMPT	WARRANTY DEED W/VENDOR'S LIEN W/ASSUMPTION
WDVLBENEFIT	WARRANTY DEED W/VL RESERVED FOR THE BENEFIT OF GRANTOR
WFTL	WITHDRAWAL OF FILED FEDERAL TAX LIEN
WPE	WATER PIPELINE EASEMENT
WRITEXEC	WRIT OF EXECUTION
WRL	WAIVER AND RELEASE OF LIEN
WSS	WARRANTY DEED WITH SUPERIOR & SUBORDINATION VENDOR'S LIEN
WWA	WATERWELL AGREEMENT

## Document Imaging Quality Control Standards

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

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

## Notary Requirements per Document

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

***Inked notary seals of a scannable color are strongly recommended, in place of embossed notary seals which require “darkening” by the COMPANY prior to submittal.***

## Eligible Document Batches

***In no event will electronic document batches exceed 25 documents in any batch.***

## Indexing Requirement

***Company Name must be indexed in the Return field.***

## Rejection Comments back to Customer

***Any documents rejected will have a comment/reason field completed. These comments must be sent to the customer in their entirety so as to eliminate unnecessary phone calls between the customer and the Recording Division.***

## Attachment C

### Service Offering

#### Hours of Operation

***Documents may be submitted at any time. Documents will only be processed on those days and hours that the COUNTY Recording Office is open to the public for business. Documents will not be processed in the event of network or equipment failure, or on COUNTY holidays, weekends, or those days on which COUNTY is closed due to emergency, public necessity, or other valid reason. COUNTY will attempt to notify COMPANY of any disruption in service if known in advance.***

#### Processing Schedules

***Documents received prior to 2:00 PM Central Standard Time will be processed the same business day. Documents received after 3:00 PM CST may be processed the next business day INCLUDING END OF YEAR RECORDINGS.***

#### Turnaround Timeframe

***Subject to the preceding paragraph on Processing Schedules, electronic documents will be processed (accepted or rejected) not later than the first business day after the day the document is received by the County Clerk. All electronic submissions shall generate an acknowledgement of receipt to an authorized filer, including the identity of the County Clerk, the date and time of receipt, and the County Clerk's assigned reference or transaction number.***

#### Alternative Delivery Options

***There are no other electronic delivery options at this time. Traditional recording methods are available.***

#### Return Options

***Confirmation of recording or a notice of rejection shall be provided to an authorized filer, no later than the first business day after the day the document is filed electronically. Submitted documents that are accepted for recording will be provided to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.***

*An authorized filer is responsible for returning the original document to the party or parties entitled to it after notice of confirmation and recordation is received by the authorized filer and for providing such party or parties the recording information set forth in the confirmation of acceptance and recordation.*

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

*The submission, receipt, filing, and recording of documents is subject to applicable regulations promulgated by the Texas State Library and Archives Commission, as set forth in Title 13, Texas Administrative Code, Chapter 7, including any amendments thereto and renumbering thereof.*

Service Help Contact Information

**COUNTY RECORDING CONTACTS:**

Lindsey Brown: 830-997-6515	<a href="mailto:lbrown@gillespiecounty.org">lbrown@gillespiecounty.org</a>
Carissa Staats: 830-997-6515	<a href="mailto:cstaats@gillespiecounty.org">cstaats@gillespiecounty.org</a>
Josh Coston: 830-997-6515	<a href="mailto:jcoston@gillespiecounty.org">jcoston@gillespiecounty.org</a>
Sarah Antczak: 830-997-6515	<a href="mailto:santczak@gillespiecounty.org">santczak@gillespiecounty.org</a>
Dawn McIntosh: 830-997-6515	<a href="mailto:dmcintosh@gillespiecounty.org">dmcintosh@gillespiecounty.org</a>
Fabiola Ibarra: 830-997-6515	<a href="mailto:fiba_a@gillespiecounty.org">fiba_a@gillespiecounty.org</a>

**COMPANY BUSINESS CONTACT**

---

**COMPANY TECHNICAL CONTACT**

---

**Any changes to the above contacts, must be provided to the Gillespie County Recording contacts within 10 work days.**

**Electronic Recording Provider:**

**Harris Recording Solutions**

**Support: 866-917-4354 Option 1**

[AumentumRecorder.support@AumentumTech.com](mailto:AumentumRecorder.support@AumentumTech.com)

## Attachment D

### Payment Options

#### Payment Options

***Escrow accounts are the acceptable form of payment. Accounts will be summarized on a monthly basis. COMPANY will be responsible for maintaining adequate funds to enable e-Recording.***

#### Requirements for each:

***Escrow account must be in place in advance of any submissions. Should an escrow account have insufficient funds, documents will not be recorded and other services suspended which draw upon an insufficiently funded escrow account.***

#### Account Setup Procedures

***Upon execution of the Memorandum of Understanding, the COMPANY will submit funds in an amount no less than \$5000.00 for initial deposit in the escrow account.***

***Advance notice of the deposit must be sent to [lbrown@gillespiecounty.org](mailto:lbrown@gillespiecounty.org), [countytreasurer@gillespiecounty.org](mailto:countytreasurer@gillespiecounty.org). The money will be applied to the escrow account usually within one business day after it is deposited into our bank account.***

#### Reporting and Reconciliation

***COUNTY will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if adequate funds are not available in the escrow account.***

#### Exception Handling

***Any discrepancy in fees discovered by COUNTY after document acceptance will be corrected by COUNTY within five business days and COMPANY will be provided with a notification of the error.***





# CONCRETE BLOCK SUPPLY

[www.binblocksupply.com](http://www.binblocksupply.com)  
[sales@concreteblocksupply.com](mailto:sales@concreteblocksupply.com)  
**833-763-1711**

## Quote # 4323

December 8, 2023

**Customer:** Gillespie County  
Brent Rode

Quantity	Item Description	Price	Total
78	6'L x 2'W x 2'H V-Wedge Concrete Block (13 Blocks Per Truck)	\$110.00	\$8,580.00
6	Flat Bed Tractor Trailer Delivery * Customer To Offload Blocks * Includes Up To One Hour Of Offload Time * Quote Valid For Two Weeks	\$894.00	\$5,364.00

Job Site Address: Fredericksburg, TX 78624

---

Tax-Exempt	
Total	\$13,944.00

Signature: \_\_\_\_\_

Please send back to: [sales@concreteblocksupply.com](mailto:sales@concreteblocksupply.com)

- \* Concrete Block Supply is not to be held liable for any use of the blocks, customer is responsible to determine use of blocks
- \* The blocks are made with left-over concrete
- \* Blocks are not built to any engineering design criteria
- \* Blocks may vary slightly from each other
- \* All sales are final no returns or refunds



## 87 Landscape Supply, LLC

---

### Wendell-Ahrens

Estimate #000001

**Estimate date**

December 7, 2023

**Estimate expiration date**

January 6, 2024

**Customer**

Brent Rode

Gillespie County

Brode@gillespiecounty.org

830-998-6010

**Message**

We look forward to working with you.

---

<b>6' Concrete Block</b>	<b>\$13,260.00</b>
--------------------------	--------------------

(\$170.00 ea.) × 78

*\*Price includes delivery to Gillespie County Wendell-Ahrens job.*

---

Subtotal	\$13,260.00
----------	-------------

Tax	\$0.00
-----	--------

---

<b>Total</b>	<b>\$13,260.00</b>
--------------	--------------------

---

87 Landscape Supply, LLC

1719 N US HWY 87, FREDERICKSBURG, TX 78624

830-992-3767