

ESS

Electronic Services System – Standards Subcommittee Meeting

AGENDA **April 17, 2025** **Virtual** **10:00 A.M. to 12:00 P.M.**

Welcome and Introductions

January 23, 2025, Meeting Summary – Approval

Policies and Procedures

- Terms of Service – Active and Inactive Accounts - Application Usernames – **Approval**

Contracts and Agreements

- Review of Local Service Provider Agreements
- Expected Support Procedures – No Agreement

ILR Applications – E-Submission and Search

- Processes for Improving ESS Applications
- ESS Standards and “County Options”
- Recording Reference Numbers
- Online/On-Demand E-Submission Service
 - Trade Name Documents

Legislative Update

- Status of House File 328

Document Formatting and Indexing Policies

- Senate File 371 Policy Proposals
- 558.49 (indexing requirements for conveyances)

Special Project Updates

- County Upload API Workflow; Historic Surveys; Property Notification; Data Normalization; Back the Blue Reform; Beacon Integration; Online Registration Renewals

Next Regular Meetings 2025 Calendar:

Thursday, July 17
Thursday, October 16

Standards Subcommittee Teleconference Meeting Summary January 23, 2025

Participants

Jayne Schultz, Winneshiek County Recorder
Carolyn Siebrecht, Linn County Recorder
Cathy Voith, Calhoun County Recorder

Naomi Ellis, Marion County Recorder
Katie Carlton, Union County Recorder

Other Participants

Nancy Booten, Lee County Recorder
Stacie Herridge, Story County Recorder
Deb McDonald, Greene County Recorder
Sheri Jones, Jones County Recorder

Lisa Kent, Wapello County Recorder
Ann Ditsworth, Dickinson County Recorder
Melissa Bahnsen, Cedar County Recorder
Jan Gemar, ILTA

Census Lo-Liyong, Iowa Land Records
Phil Dunshee, Iowa Land Records
Kristen Delany-Cole, Iowa Land Records

Lisa Long, Iowa Land Records
Samantha McMahon, Iowa Land Records

Welcome

The ESS Standards Subcommittee convened via web conference. Attendees included Subcommittee members and members of the Document Formatting Working Group.

October Meeting Summary

The Subcommittee reviewed the October 17, 2024, meeting summary. Cathy Voith made a motion to approve the meeting summary. Naomi Ellis seconded, and the motion was approved.

Iowa Recording Fee and Business Process Modernization Project

Status of Fee Policy Proposal

It was reported that the recording fee modernization bill draft was submitted to the Legislative Services Agency (LSA) in November 2024. Potential LSA edits are anticipated for style and legislative alignment. Participants looked forward to reviewing the officially drafted version.

The Subcommittee discussed stakeholder responses regarding the fee policy and observed that there was recognition that the fees had not changed in many years and that some adjustment might be appropriate. To address concerns from the Bar Association about documents with a large number of pages, a \$500 cap on recording fees for documents with 50 or more pages was included. It was also noted that there were concerns raised regarding recording fees for mortgages due to the typical number of pages in those documents.

Status of Statutory Policy Recommendations – Recent Developments

The Project Manager reported that the primary stakeholders had constructively engaged with the policy proposals, and as a result some substantive changes were made during the review process.

Legislative Process

It was reported that the proposed legislation would likely require review by both the Local Government and the Ways and Means committees. The legislative process is expected to continue throughout the full session, with final decisions anticipated later in the year. Legislators are particularly interested in how increased revenue from the new fees will benefit county recorder offices and property tax relief efforts.

The Subcommittee reviewed an updated handout which provided a comparison of recording fees, and fee estimates for 1, 2, 3 and 4 page documents. It was reported that 70% of all recorded documents in 2024 had 3 or fewer pages.

The Subcommittee reviewed a table showing a comparison of current law and the proposed amendments, a copy of the draft legislation that was submitted to legislators to initiate the official drafting of a bill, and supplemental amendments that had been developed by the joint working group of surveyors and recorders.

Special Project Updates – Recent Development

The Subcommittee received updates about various initiatives that were related to the proposed recording modernization policies.

County Upload API Workflow

This initiative aims to improve data transfers from counties to Iowa Land Records. A new application programming interface (API) has been developed using current technologies including REST and JSON.

Data Normalization

Data normalization efforts aim to parse some property location data into separate elements. Processes would also be developed to fill gaps in data from prior years. Both methods are intended to make it easier to search for land records in all counties.

Property Notification Service

An update was provided on the proposed statewide notification system. The goal is to enhance security and awareness of property transactions and to provide new monitoring tools for real estate professionals.

Back the Blue Reform

The recording modernization draft language included a possible amendment to the Back the Blue section. The proposed legislative language would transform the Back the Blue policy into a “shielding” strategy.

Beacon Integration

Efforts are underway to integrate the Iowa Land Records system with Beacon, a widely used GIS and property information system. Discussions with Beacon representatives are ongoing to determine the best method for implementing a seamless connection between systems.

Historic Surveys

Collaboration with the Society of Land Surveyors of Iowa (SLSI) is ongoing to develop a repository of unrecorded survey documents. Plans for a repository of unrecorded survey documents were discussed, with surveyors playing a key role in contributing data.

The technical feasibility and funding considerations for this project remain under evaluation.

Policies and Procedures

Terms of Service – Active and Inactive Accounts

A draft revision to the Terms of Service regarding the Central Authentication System (CAS) was provided for review in discussion. The policy changes would clarify what happens when a user account becomes inactive.

- Organization administrators would be able to reactivate accounts when necessary
- Individual users would be able to set up a new account. Keeping the same usernames would not be assured when an account is reactivated.

It is expected that this topic will be presented at the next meeting of the Standards Subcommittee.

The meeting was adjourned. The next Standards Subcommittee meeting will be held virtually on **Thursday, April 17, 2025.**

Chapter 7 Policy and Procedures Terms of Service

Chapter 7 of the Electronic Services System (ESS) Policies and Procedures is amended to clarify the processes and outcomes relating to an inactive user or organization. The proposed policy amendment is intended to align with actual ESS practices and to communicate with organizations and users about the effects of being inactive.

1. Section 7.3, unnumbered paragraph 7, is amended to read as follows.

If the organization or user account information is not maintained or if the information is inaccurate, or if organization or user account is deemed inactive by a Site Administrator, the user account(s) will be ~~deactivated~~ removed and will no longer be permitted to access information posted at <https://iowalandrecords.org>.

2. Section 7.3, unnumbered paragraph 10, is amended to read as follows.

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

3. Section 7.3, by inserting the following new paragraph following unnumbered paragraph 12.

If for any reason an organization or user needs to view or download more records than allowed by the daily limit, contact customer support at support@clris.com. Alternatively, request authorization to exceed the daily limit by submitting a request form post at <https://iowalandrecords.org/request-to-exceed-daily-limit-search-iowa-land-records>.

4. Section 7.10, subsection 1, unnumbered paragraph 2, is amended to read as follows.

The Electronic Services System reserves the right to deactivate the account of ~~an organization or~~ a user who is determined to be inactive. Inactivity is based on the period of time between actions to log in to the ESS Central Authentication Service. The period of time will be specified by ESS and will be based on commonly accepted security standards. ~~Organizations and users~~ Users who are deactivated may request reactivation provided the user or users are considered to be a User In Good Standing.

5. Section 7.10, is amended by inserting the following new subsection.

7.10 (2) An authorized user of the ESS Central Authentication Service and any associated applications is required to select an available username (ID) for the purposes of identification and login functions. ESS usernames are solely owned by ESS, and any username, when selected by an authorized user, is granted with the permission of ESS. An authorized user has no right to a particular username. All users are required to remain active and log in at least once within 120 calendar days since the previous login. A user will automatically be removed if this periodic login requirement is not fulfilled.

If a user access privilege is revoked as provided in section 7.8 of the ESS Policies and Procedures, or if a user is removed due to inactivity or for any other reason, then the privilege to be identified with a particular

username is terminated. If user access to the ESS Central Authentication Service and the associated applications is reinstated, then a user may request the use of the previously assigned username, if it has not been assigned to another user.

Chapter 7 Terms of Service and Privacy Policies

ESS – 7.1 Definitions.

(Iowa Code Section 331.604, 3(a))

As used in this Chapter:

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

ESS Central Authentication Service - An enterprise single sign-on authentication and authorization platform used by the Electronic Services System (ESS) to enable authorized users to log in and access services and information provided by ESS such as the Search and E-Submission applications.

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

Iowa Land Records Search Application – The county land record information website for searching and retrieving information about recorded documents and related services. The website address is <https://iowalandrecords.org> or <https://iowalandrecords.org/cas/login>.

Iowa Land Records E-Submission Service – The county land record information website for submitting documents to Iowa counties for recording. The website address is <https://iowalandrecords.org> or <https://iowalandrecords.org/cas/login>.

Site Administrator – The Electronic Services System Project Manager, or a designated employee of the Electronic Services System.

User In Good Standing – An organization, an organization user or a registered individual user who is in compliance with the ESS Terms of Service and who has not or is not likely to be engaged in activities which are prohibited by these Terms of Service including but not limited to the activities enumerated in Section 7.8 (2)

Section 7.1 revised 10.10.12.

Section 7.1 revised 11.14.12.

Section 7.1 revised 8.10.21.

Section 7.1 revised 5.9.23.

Section 7.1 revised 8.8.23.

ESS – 7.2 Authority and Purpose.

(Iowa Code Section 331.604, 3(a))

7.2(1) The Electronic Services System (ESS) is required to implement electronic recording in each county, and to maintain a statewide internet website to provide electronic access to records and information. In order to ensure the successful operation of the county land record information system and to fulfill the requirements of Iowa law concerning the handling of personally identifiable information, it is necessary to establish and publish appropriate Terms of Service and Privacy policies as authorized under Iowa Code Section 22.2, subsection 4a. These policies apply to all persons and organizations that access information or engage in electronic recording activities at websites published by the Electronic Services System and the county land record information system.

ESS – 7.3 Iowa Land Records Search Application Terms of Service.

(Iowa Code Section 331.604, 3(a))

Terms of Service - Disclaimer

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

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

As a registered organization or user or unregistered user of <https://iowalandrecords.org> and related extensions, an organization or user acknowledges and agrees that any reliance on or use by the organization or user of any information available on this website shall be entirely at their own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

Each registered organization shall ensure that the users who are accessing the website, through user accounts managed by the organization, conform to these Terms of Service.

An organization or user at <https://iowalandrecords.org> shall maintain accurate user account information concerning their identity including a first and last name, organization name, role, mailing address, e-mail address and telephone number.

Organizations and user accounts and their associated IP addresses which are deemed to be a fictitious identity or impersonation, or created to circumvent these Terms of Service may be temporarily or permanently blocked and/or blacklisted.

If the organization or user account information is not maintained or if the information is inaccurate, or if organization or user account is deemed inactive by a Site Administrator, the user account(s) will be deactivated and will no longer be permitted to access information posted at <https://iowalandrecords.org>.

As a registered organization or user of the Iowa Land Records system at <https://iowalandrecords.org>, the organization or user acknowledges and agrees that e-mail is an acceptable means of communication, and the organization or user agrees to accept and whitelist e-mails from either iowalandrecords.org or clris.com and shall not block e-mails originating from these sources. Newsletters and service announcements are delivered through a recognized third-party service provider - mailchimp.com, and communications from this source shall also be accepted.

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

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

No Unlawful or Prohibited Use

As a condition of the use of the iowalandrecords.org and related extensions (websites), an organization or user will not use the website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. An organization or user may not use the website in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of the website. The maximum number of document images which may be viewed or downloaded by an organization user shall not exceed 120 documents per day, except when authorized by a Site Administrator. This limitation will be programmatically enforced. Permission to view more than 120 documents per day per organization user may be granted to organization users in good standing on a case-by-case basis. Such permission may be denied or revoked by a Site Administrator as provided in Section 7.8(2).

The maximum number of document images which may be viewed or downloaded by a registered individual user shall not exceed 10 documents per day, except when authorized by a Site Administrator. This limitation will be programmatically enforced. Permission to view more than 10 documents per day per registered individual user may be granted to registered users in good standing on a case-by-case basis. Such permission may be denied or revoked by a Site Administrator for any reason as provided in Section 7.8(2).

Organization or user accounts and their associated IP addresses, which are deemed to be created to circumvent the daily document image limitations may be temporarily or permanently blocked and/or blacklisted.

An organization or user may not attempt to gain unauthorized access to the website, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the services or information provided, through hacking, password mining, artificial intelligence (AI) or any other means. An organization or user may not obtain or attempt to obtain any content or information through any means not intentionally made available through the website.

Access to the website through an IP address located outside of the United States is prohibited except when authorized by a Site Administrator. Permission for access through foreign IP addresses may be granted to a User In Good Standing on a case-by-case basis. Such permission may be revoked by a Site Administrator.

Organization or user accounts and their associated IP addresses which are deemed to be created to circumvent the foreign access prohibition may be temporarily or permanently blocked and/or blacklisted.

Illegal and/or unauthorized uses of the website, including, but not limited to, unauthorized framing of or linking to the website, or unauthorized use of any robot, spider or other automated device on the website, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Organization or user accounts and their associated IP addresses which are deemed to be created to circumvent the policies prohibiting illegal or unauthorized uses may be temporarily or permanently blocked and/or blacklisted.

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

Historical Index and Images

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

standards for other indexed information, and a standard document image format. The County Recorder indexes and images are the official indexes and images in any and all cases where there is an inconsistency.

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

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

Driver license information is also being redacted from document images.

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

Any personally identifiable information which may be found on any image posted on this website is considered to be confidential. In the event that an organization or user discovers any personally identifiable information posted on the Iowa Land Records system, as a condition for being an authorized organization or user of the website, the organization or user has the responsibility to immediately notify Iowa Land Records so that the information can be restricted or redacted. Additionally, each organization or user of the website is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found. Personally identifiable information may be reported by using the "Error" button located on a search results page on the website, or by sending a message to support@clris.com."

Products

Any product mentioned on this website is mentioned for identification purposes only. Product names appearing in any content or information on the website may or may not be registered trademarks or copyrights of their respective companies.

Links to External Sites

Iowa Land Records includes links to websites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other websites and is not responsible for the contents of any website outside of the iowalandrecords.org domain, any domain contained in a

linked website, or any changes or updates to such websites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

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

Copyright Notice

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

Any and all rights not expressly granted herein are reserved in their entirety. If an organization or user has a question or comment concerning this website, send an inquiry by email to support@clris.com.

Section 7.3 revised 10.10.12.

Section 7.3 revised 4.10.13.

Section 7.3 revised 11.8.18.

Section 7.3 revised 8.10.21.

Section 7.3 revised 5.9.23.

Section 7.3 revised 8.8.23.

ESS – 7.4 Iowa Land Records Search Application Privacy Policy.

(Iowa Code Section 331.604, 3(a))

Privacy Notice

Iowa Land Records understands issues concerning the handling of information about authorized organizations and users. This notice describes our privacy policy. By visiting Iowa Land Records (iowalandrecords.org or related websites), the organization and user are accepting the practices described in this Privacy Notice.

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

The information we learn from organizations and users helps us personalize and continually improve the experience of using Iowa Land Records. Here are the types of information we gather.

- **Information Given To Us:** We receive and store any information entered on the website or given to us in any other way. The information is provided when the organization registers and sets up user accounts. An organization may choose not to provide certain information, but then the organization and user might not be able to take advantage of many features of the website. We use the information that is provided for such purposes as responding to requests, customizing future services, communicating, and generally monitoring the use of the website and system. Examples of the information we collect and analyze include the Internet Protocol (IP) address used to connect a computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform. During some visits we may use software tools such as JavaScript to measure and collect session information, including information about search activities.
- **Automatic Information:** We receive and store certain types of information whenever an organization or user interacts with us. For example, like many websites, we use "cookies," and we obtain certain types of information when a Web browser accesses Iowa Land Records.
- **E-mail Communications:** To help us make e-mails more useful and interesting, we often receive a confirmation when an organization or user opens an e-mail from Iowa Land Records if a computer supports such capabilities.
- **Information from Other Sources:** We might receive information about an organization or user from other sources and add it to our account information. Examples of information we receive from other sources include updated delivery and address information from our carriers or

other third parties which we use to correct our records, or credit history information from credit bureaus, which we may use to help prevent and detect fraud.

Does Iowa Land Records Share the Information It Receives?

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

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

How Secure Is Information About Organizations or Users?

We work to protect the security of organization or user information. It is important for organizations or users to protect against unauthorized access to an organization's or user's password and computer. Be sure to sign off when finished using a shared computer.

Which Information Can We Access?

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

What Choices Do We Have?

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

Terms of Service, Notices, and Revisions

If an organization or user chooses to visit Iowa Land Records, the visit and any dispute over privacy is subject to this Notice and our Terms of Service, including limitations on damages, arbitration of disputes, and application of the laws of the State of Iowa. If an organization or user has any concern about privacy at Iowa Land Records, please contact us with a thorough description, and we will try to resolve it.

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

Privacy Policy Scope

This Privacy Notice addresses the handling of information about registered organizations and users and customers of the Iowa Land Records Search Application (iowalandrecords.org and related websites). These policies do not address privacy issues concerning personally identifiable information which may be embedded within document images. See Section 331.606A (Iowa Code). Policies relating to personally identifiable information are incorporated within the Terms of Service.

Section 7.4 revised 11.8.18.
Section 7.4 revised 5.9.23.

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

(Iowa Code Section 331.604, 3(a))

Terms of Service

Each registered organization and user represents and warrants that they agree that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108.

Each registered organization and user agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a physical document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction. Organizations and users agree that a County Recorder or other designee may correct any index information submitted which may be in error or which may require clarification. Organizations and users agree that the Iowa Land Records E-Submission Service or a Site Administrator may modify the format or scale of a scanned or rendered electronic document, without altering the content of the electronic document, in order to conform to standards established by the Electronic Services System. Organizations and users agree that a County Recorder or a Site Administrator may delete or otherwise remove Abandoned Documents from the Iowa Land Records Electronic Submission Service.

Organizations and users agree that they are responsible for assuring that documents submitted through the Iowa Land Records Electronic Submission Service are valid and comply with all legal requirements and requirements for recording. Organizations and users agree that electronic documents submitted through the Iowa Land Records Electronic Submission Service have been properly executed by the parties and represent the agreement of the parties.

Organizations and users accept and agree to make payment of due and proper recording and related online service fees through the payment services system specified by the Iowa Land Records Electronic Submission Service, and further agree that the Iowa Land Records Electronic Submission Service may suspend services for failure to make payment or to maintain current payment information as required.

A registered organization or user, when acting as a Surveyor Company or Surveyor as defined in Section 3.1, shall comply with the minimum standards for property surveys as described in Section 193C, Chapter 11 of the Iowa Administrative Code, and with the code of professional conduct as described in Section 193C, Chapter 8 of the Iowa Administrative Code. A Surveyor Company or Surveyor shall, when submitting corner certificates or surveys and plats as electronic documents for recording, comply with the requirements for surveys and

plats as specified in Section 3.13 (6-7) of the ESS Policies and Procedures, and with the electronic document formatting requirements specified in Section 5.4 of the ESS Policies and Procedures. Additionally, a registered organization or user acting as a Surveyor Company or Surveyor shall ensure that any survey or plat has been reviewed and approved by any city or county jurisdiction, when such review and approval is required, prior to submitting the survey or plat through the Iowa Land Records E-Submission Service.

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

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

As a registered user of the Iowa Land Records E-Submission Service at <https://iowalandrecords.org>, an organization or user acknowledges and agrees that any reliance on or use of any information available on this website shall be entirely at the organization's or the user's own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

No Unlawful or Prohibited Use

As a condition of the use of the Iowa Land Records E-Submission Service, an organization or user will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. An organization or user may not use the Iowa Land Records E-Submission Service in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of any Services.

An organization or user may not attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the Services, through hacking, password mining or any other means. An organization or user may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the services. Illegal and/or unauthorized uses of the website, including, but not limited to, unauthorized framing of or linking to the website, or unauthorized use of any robot, spider or other automated device on the website, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. If an organization or user violates these Terms of Service, the Electronic Services System may terminate the organization's or user's use of the website, bar the organization or user from future use of the website and/or take appropriate legal action against the organization or user. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Service. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

Products

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

Links to External Sites

Iowa Land Records includes links to websites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other websites and is not responsible for the contents of any website outside of the Iowa Land Records E-Submission Service (iowalandrecords.org) or any domain contained in a linked website, or any changes or updates to such websites. The Electronic Services System provides

these links only as a convenience and is not an endorsement by the Electronic Services System.

Copyright Notice

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

For more information send an inquiry by email to support@clris.com. Any and all rights not expressly granted herein are reserved in their entirety. Contact support@clris.com if there are any questions or problems with this website.

Section 7.5 revised 10.10.12.

Section 7.5 revised 11.14.12.

Section 7.5 revised 8.9.16.

Section 7.5 revised 11.8.18.

Section 7.5 revised 8.10.21.

Section 7.5 revised 5.9.23.

Section 7.5 revised 11.9.23.

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

(Iowa Code Section 331.604, 3(a))

Privacy Notice

This notice describes our privacy policy. By using the Iowa Land Records E-Submission Service, the organization or user accepts the practices described in this Privacy Notice.

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

- **Information Given To ESS:** We receive and store any information entered on our website or given to us in any other way. An organization or user can choose not to provide certain information, but then the organization or user might not be able to take advantage of some system features. We use the provided information for such purposes as responding to requests, customizing future services, and communications.
- **Automatic Information:** We receive and store certain types of information whenever there is an interaction with ESS systems. For example, like many websites, ESS may use "cookies," and we can obtain certain types of information when a web browser accesses the Iowa Land Records E-Submission Service.
- **E-mail Communications:** To help make e-mails more useful and interesting, ESS may receive a confirmation when an e-mail from the Iowa Land Records E-Submission Service is opened.
- **Information from Other Sources:** ESS may receive information about an organization or user from other sources and add it to our account information.

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

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

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

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

Which Information Can Be Accessed? The Iowa Land Records E-Submission Service gives access to a broad range of information about an organization's or user's account and their interactions with the Iowa Land Records E-Submission Service for the limited purpose of viewing and, in certain cases, updating their information.

What Choices Are There? As discussed above, an organization or user can always choose not to provide information, even though it might be needed to take advantage of some of the Iowa Land Records E-Submission Service features. Certain information about an account can be updated by the organization or user. When information is updated, we may keep a copy of the prior version for our records.

Terms of Service, Notices, and Revisions. If an organization or user chooses to use the Iowa Land Records E-Submission Service, any activity and any dispute over privacy is subject to this Notice and our Terms of Service, including limitations on damages, arbitration of disputes, and application of the law of the State of Iowa. If there are any concerns about privacy at the Iowa Land Records E-Submission Service, please contact us with a thorough description, and we will try to resolve it.

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

Information Given To ESS. Most such information is provided when registering, setting up a payment account, or communicating with customer service. For example, an organization or user may provide information when communicating with us by phone or e-mail, or when a questionnaire is completed. As a result of those actions, information such as a name, address, and phone number, credit card information, e-mail addresses and other information may be given to ESS.

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

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

Information That Can Be Accessed By Organizations and Users. Examples of information that can be accessed easily at the Iowa Land Records E-Submission Service include up-to-date information regarding recent account activity; and personally identifiable information (including name, e-mail, password; payment settings (including credit card information and account balances).

Section 7.6 revised 11.8.18.

Section 7.6 revised 5.9.23.

ESS – 7.7 Iowa Land Records Application Procedures

(Iowa Code Section 331.604, 3(a))

7.7 (1) The purpose of this policy is to clarify the process for determining whether to grant an organization and user access to the Iowa Land Records Search application or the Iowa Land Records E-Submission service. As provided in Sections 7.3 and 7.5, an organization or user must be registered with the Electronic Services System and Iowa Land Records. Registration is conducted through an application form for organizations (<https://iowalandrecords.org/ess-business-application/>) or individuals (<https://iowalandrecords.org/ess-individual-search-application/>).

7.7 (2) When applying for access to the Iowa Land Records Search application or the Iowa Land Records E-Submission Service, organizations are required to provide accurate user account information concerning their identity including a first and last name, organization name, mailing address, e-mail address and telephone number. When possible, an organization web address and an organization's official business registration identification or Trade Name is requested. The use of false or fictitious information is prohibited. Organizations are required to explicitly request access to the service by marking the designated choices on the application form. They are required to explicitly agree and certify that the information submitted is complete and accurate, and they are required to explicitly acknowledge and accept the Electronic Services System Terms of Service.

7.7 (3) The Electronic Services System including its officials, employees and contractors reserves the right to verify and validate the information provided by an organization or user on the application form. Verification may include a review of government issued identification documents such as a passport or a REAL ID (<https://www.dhs.gov/real-id>). Further, the Electronic Services System reserves the right to conduct a review of the background of an organization to determine whether the applicant has or may be likely to engage in activities which are prohibited by these Terms of Service.

7.7 (4) The Electronic Services System reserves the right to decline any application and to deny access to an applicant for any of the following reasons.

- a) The applicant has submitted false, fictitious, or misleading information in an application for access
- b) The business registration information or Trade Name information is false, incomplete or inaccurate
- c) ESS is unable to authenticate the identity an organization or individual
- d) ESS believes that the applicant has or may engage in false, fraudulent, illegal or unauthorized activity based on their background and history including but not limited to their use of a legacy application such as <https://iowalandrecords.org/portal>

- e) ESS determines that the applicant is or is likely to be engaged in prohibited activity such as the commercial use of any content or information made available through the ESS website and services. Prohibited activities include selling, sharing, transferring or marketing the content or information provided through ESS website and services, or engaging in any similar service or transaction related to the materials provided through ESS website and services to any extent under any circumstances

7.7 (5) If the Electronic Services System declines an application and denies access to Iowa Land Records Search application or the Iowa Land Records E-Submission service, notice shall be provided to the requested organization administrator or individual user via email. Such notice will be provided within seven business days following a decision and the notice will specify the reasons for denying access. An applicant may appeal a decision to decline an application and deny access. An appeal shall be submitted via email to support@clris.com. An appeal will be directed to a designated ESS Site Administrator, who shall determine whether access to Iowa Land Records services will be granted or denied.

Section 7.7 adopted 8.8.23.
Section 7.7 revised 11.9.23.

ESS – 7.8 Iowa Land Records Access Revocation Procedures

(Iowa Code Section 331.604, 3(a))

7.8 (1) The purpose of this policy is to clarify the process for revoking an organization's or a user's access to the Iowa Land Records Search application or the Iowa Land Records E-Submission service. As provided in Sections 7.3, 7.5 and 7.7, a registered organization and user is required to comply with the Iowa Land Records Terms of Service. Through various means, the Electronic Services System including its officials, employees and contractors will regularly monitor the activities of registered organizations and users to ensure compliance with the ESS Terms of Service. Registered organizations and users who do not comply with the ESS Terms of Service may have their access privileges revoked. The basis for revoking an organization's or user's access to ESS services, the likely actions for revoking access, and the process for appealing a decision to revoke access is described in this section.

7.8 (2) Iowa Land Records Terms of Service describes several reasons for revoking an organization's or a user's access to the Iowa Land Records Search application or the Iowa Land Records E-Submission service or other services. These reasons include but are not limited to the following.

- a) Creation of multiple [user accounts] logins for the purpose of circumventing the daily search limit

- b) Failure to maintain current and accurate information about the organization
- c) Failure to maintain current and accurate information about each organization user
- d) Failure to maintain current and accurate information for an individual user
- e) Failure to pay required fees for E-Submission services or failure to pay other authorized fees
- f) Provision of an email address for an organization administrator or user that bounces or is rejected by an email service or host
- g) Failure to whitelist emails originating from iowalandrecords.org, clris.com or mailchimp.com (in service to ESS and Iowa Land Records)
- h) Provision of a disconnected or unresponsive telephone number
- i) Usage of an IP address located outside the United States
- j) Usage of an IP address with a documented history of supporting phishing, scams, or illegal activities, or which is identified as a proxy server for devices located outside of the United States
- k) Involvement in the development, use, and deployment of ransomware, as deemed illegal under Chapter 715 Code 2023 of Iowa
- l) Usage of information or services or a pattern of behavior contrary to the published Terms of Service, such as reselling ESS data or services
- m) Usage of information or services to conduct illegal activity, or a pattern of behavior which indicates illegal activity

7.8 (3) As a condition of using the Iowa Land Records Search application or the Iowa Land Records E-Submission service, registered organizations and registered users are required to comply with the Electronic Services System and Iowa Land Records Terms of Service as described in this Chapter (Sections 7.3, 7.5 and 7.7). Violations of the Terms of Service may result in revocation of access through various means and the deactivation of accounts.

7.8 (4) Iowa Land Records reserves the right to enforce compliance and take appropriate action in response to violations. The enforcement actions may include, but are not limited to:

- a) Warning and notification to the organization or user
- b) Blacklisting the accounts of an organization's users or the accounts of individual users
- c) Temporary deactivation of an organization's account or a user's account and restricting access to the Iowa Land Records Search application, the Iowa Land Records E-Submission service, or other services

- d) Permanent deactivation of the organization’s account or an individual user’s account
- e) Blocking an IP address or range of IP addresses associated with an organization or user
- f) Legal action

7.8 (5) If the Electronic Services System takes action to enforce compliance as described in Section 7.5(4), notice shall be provided to the primary organization administrator or individual user via email. Such notice will be provided within seven business days following an action and the notice will specify the reasons for enforcement. An organization or individual user may appeal a decision to enforce compliance. An appeal shall be submitted via email to support@clris.com. An appeal will be directed to a designated ESS Site Administrator, who shall determine whether access to Iowa Land Records services will be continued or revoked.

Section 7.8 adopted 8.8.23.
Section 7.8 adopted 11.9.23.

ESS – 7.9 Temporary Adjustment To Document Image View Limits

(Iowa Code Section 331.604, 3(a))

7.9 (1) Section 7.3 specifies that the maximum number of document images which may be viewed or downloaded by an organization user shall not exceed 120 documents per day, except when authorized by a Site Administrator. This limitation is programmatically enforced. Permission to view more than 120 documents per day per organization user may be granted to organizations and organization users who are in good standing on a case-by-case basis. Such permission may be denied or revoked by a Site Administrator as provided in Section 7.8(2).

Section 7.3 specifies that the maximum number of document images which may be viewed or downloaded by a registered individual user shall not exceed 10 documents per day, except when authorized by a Site Administrator. This limitation is programmatically enforced. Permission to view more than 10 documents per day per registered individual user may be granted to users who are in good standing on a case-by-case basis. Such permission may be denied or revoked by a Site Administrator as provided in Section 7.8(2).

The purpose of the limitation is to ensure that the Iowa Land Records Search application is structured to serve the needs of real estate professionals as they perform their various functions. Iowa Land Records is not intended to serve as a conduit for facilitating the aggregation of data for private commercial use or for resale. The purpose of this policy is to specify the conditions when an organization user may be granted authorization to temporarily exceed the standard limitation on the number of documents which may be viewed in a day.

7.9 (2) As provided in Section 7.9 (1), organizations, organization users and registered individual users may request permission to temporarily exceed the applicable daily document image view limitation. Requests shall be submitted via email to ESS and Iowa Land Records at support@clris.com . A request shall specify the purpose for the temporary authorization, the desired number of document views per day, the number of users who would be exceeding the standard limit (if applicable), and the desired duration of the temporary authorization.

7.9 (3) The granting of temporary and limited permission to exceed the daily document image view limitation is subject to the following conditions:

- a) The duration of a temporary authorization to exceed the daily document image view limitation shall not be greater than 10 business days.
- b) The maximum number of organization users who may be granted temporary authorization to exceed the daily document image view limitation is five users.
- c) Organizations and individual users must be in good standing.
- d) Preference shall be given to organizations and individual users located in the State of Iowa which can demonstrate a legitimate professional need, such as research, for temporarily viewing a higher number of document images.
- e) Authorization to temporarily exceed the standard limitation on the number of documents which may be viewed in a day shall not be granted to organizations seeking to populate a database for any reason. Organizations seeking bulk data are required to seek it from individual Iowa counties who are authorized by law to transfer data and images in batch format.
- f) Authorization to temporarily exceed the standard limitation on the number of documents which may be viewed in a day shall not be granted to organizations providing a commercial product such as a private or public online searchable database, or to acquire documents for resale through any method or in any form. Such uses of ESS and Iowa Land Records are prohibited.
- g) Organizations and users authorized to temporarily exceed the standard limitation on the number of document images viewed shall otherwise comply with the Terms of Service and all applicable laws, regulations, and policies.
- h) ESS and Iowa Land Records reserve the right to monitor and audit the activities of organizations and their users who have been granted permission to temporarily exceed the daily document image viewing limitation.
- i) ESS and Iowa Land Records reserve the right to terminate an authorization to temporarily exceed the daily document image viewing limitation as provided in Section 7.8(2).

7.9 (4) Iowa Land Records shall maintain a record of organizations and organization users who have been granted authorization to temporarily exceed the daily document image view limitation, including the justification for granting such authorization. Iowa Land Records shall establish a mechanism for users to report any misuse of this policy.

Section 7.9 adopted 8.8.23.

Section 7.9 revised 11.9.23.

ESS – 7.10 ESS Central Authentication Service

(Iowa Code Section 331.604, 3(a))

7.10 (1) Authorized users of the Iowa Land Records Search Application or the Iowa Land Records E-Submission Service will be assigned a unique user identification for the purposes of logging in to the ESS Central Authentication Service. Access to applications and functions are based on permissions granted by either ESS Administrators or in certain cases organization administrators. Authorized users will be required to comply with specified requirements for user identifications (user IDs) and passwords.

The Electronic Services System reserves the right to deactivate the account of an organization or a user who is determined to be inactive. Inactivity is based on the period of time between actions to log in to the ESS Central Authentication Service. The period of time will be specified by ESS and will be based on commonly accepted security standards. Organizations and users who are deactivated may request reactivation provided the user or users are considered to be a User In Good Standing.

Section 7.10 adopted 8.8.23

Maintenance and Support Agreement

Solutions, Inc.

And

Electronic Services System

July 1, 2023

TABLE OF CONTENTS

Section 1. Preamble	4
Section 2. Definition of Terms.....	5
Section 3. Scope of Work	8
3.1 Software License Agreement.....	8
3.2 Scope of Work	8
3.3 Specifications and Performance Standards.....	8
3.3 Amendments	9
Section 4. Compensation.	9
Section 5. Term.....	9
Section 6. General Provisions.....	10
6.1 Third Party Beneficiaries.....	10
6.2 Entire Agreement.....	10
6.3 Cumulative Rights	10
6.4 Severability	10
6.5 Authorization	10
6.6 Successors in Interest.....	11
6.7 Headings or Captions.....	11
6.8 Multiple Counterparts.....	11
6.9 Not a Joint Venture	11
6.10 Additional Provisions.....	11
6.11 Further Assurances and Corrective Instruments.....	11
6.12 Interpretation.....	11
Section 7. Limitation of Liability.....	12
7.1 Limitation of Liability.....	12
Section 8. Signatures.....	13
Exhibit A: Scope of Work.....	14
Overview.....	14
Business Functions and Operations	14
Service Provider ESS API Developments	16
ESS and Iowa Land Records Updates	17
ESS Update Processes.....	17
Significant ESS Updates.....	18
County Recorder Support	19
E-Recording Fees.....	20
County Recorder Support Exclusions.....	20
Reports	21
Periodic Service Provider Meetings/Conference Calls.....	22
ESS Quality Assurance Activities	22
Service Provider System Conversions and Migrations.....	23
Exhibit B: Specifications and Performance Standards	26
ESS API Web Service Specifications.....	26
Service Provider ESS API Developments – Processes.....	27

<i>ESS and Iowa Land Records County Upload and E-Submission Processes</i>	27
<i>E-Submission Stamp Correction Process</i>	28
<i>Scheduling Available Processes</i>	28
<i>Web Service Call Limitations</i>	29
<i>Data Validation</i>	29
<i>Monitoring ESS API response messages</i>	29
<i>Operation of Service Provider ESS API Developments</i>	30
XML.....	30
Programming Language.....	30
Testing.....	31
Other Specifications and Technical Requirements	31
<i>Code Values</i>	32
<i>County Upload and E-Submission Web Service Timing</i>	32
Imaging	34
ESS and Iowa Land Records Search Application.....	34
TIFF Image Format.....	34
E-Submission Images.....	35
The embedded file(s) in all submissions downloaded from the ILR E-Submission service will be in TIFF format. The format will conform to the format requested by the county.....	35
Recording Information for E-Submission Documents	35
TLS	35
Recording Date and Time	35

This Maintenance and Support Agreement dated to be effective as of July 1, 2023, is made by and between Solutions, Inc. (“Solutions” and “Service Provider”) 2311 West 18th Street - Spencer, IA 51301, and the Electronic Services System, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, Service Provider provides software, consulting, and support services to which enables county recorders to provide services to the public including but not limited to electronically indexing and/or recording documents and the archiving of electronic images of such documents; and

WHEREAS, the Electronic Services System and Service Provider have previously executed and implemented prior agreements for maintenance and support services and/or other software development and technology consulting services; and

WHEREAS, governance of the Electronic Services System (ESS) is provided through an intergovernmental agreement established under Chapter 28E of the Iowa Code, operating under the direction of county recorders and in cooperation with the Iowa County Recorders Association; and

WHEREAS, the Service Provider has continuously provided a nonexclusive, perpetual, fully paid-up License for software developed to integrate with systems developed and maintained by ESS in service to county recorders; and

WHEREAS, Service Provider has provided maintenance and support for the systems established to exchange information with ESS and to facilitate the specified business functions in service to ESS and county recorders in their client counties pursuant to prior agreements; and

WHEREAS, ESS and Service Provider desire to establish an updated maintenance and support agreement to ensure the ongoing and successful operation of ESS systems including but not limited to the Iowa Land Records system;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, along with other good and valuable consideration, the receipt of which is hereby acknowledged, Service Provider and ESS hereby agree as follows.

Section 2. Definition of Terms

Agreement - this Maintenance and Support Agreement.

API - an application program interface, a set of routines, protocols, and tools for building or integrating software applications. It can be described as a contract of service between two applications. This contract defines how the two communicate with each other using requests and responses.

Complete Recorded Document - A recorded document which includes a document image in an authorized format accompanied by a minimum amount of associated data including at least one (1) party name, a correctly mapped document type, the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).

Conversion - The process undertaken by a County to convert from one product version or type of Service Provider System to another Service Provider System provided by the same Service Provider, even when the product is delivered by a different division, branch, or affiliate of the Service Provider's company.

County - any county which is a member of, or participates in, the Electronic Services System, and which participates in the electronic delivery of government services including but not limited to the Iowa Land Records system.

County Operating Hours - the hours of normal operation of the land records recording office of the applicable County during which documents are accepted or processed for recording.

Data - information which is transmitted to or received by a County, another government entity, the Electronic Services System, or any private organization or citizen.

Defect - a flaw in the Deliverables that prevents the exchange of Data or the operation of a business function.

Deficiency - a failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including but not limited to any failure of a Deliverable to conform to or meet an applicable Specification.

Deliverables - the goods and services to be provided by Service Provider to ESS and each County as more specifically set forth in the exhibits attached hereto as Exhibits A, B and C where applicable.

Derivative Works – any modification of a Service Provider system which is required to integrate with an ESS API.

Developments - any HTML pages, database designs, training materials, application documentation, and any portion of application software specifically developed for ESS and each County.

Document Images – Images which are submitted for recording through the ILR E-Submission service in PDF format, which after recording are converted to the format specified by a County and Service Provider System for permanent archiving by the County, or images or recorded documents which are transferred to ESS and Iowa Land Records for public, registered user access through the Iowa Land Records web site.

Documentation - all technical information, commentary, design documents, code and test materials, training materials and guides, operator’s or user’s manuals, technical manuals, worksheets, and all other information, documentation and materials related to or used in conjunction with the Deliverables.

Electronic Services System (ESS) - the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services.

Electronic Services System API (ESS API) - Any API created, owned and maintained by the Electronic Services System including CESAPI (County E-Submission) and CUAPI (County Upload).

Electronic Services System Policies and Procedures – The official policies and procedures adopted by the ESS Coordinating Committee. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing board.

ESS Land Records Database - The ESS and Iowa Land Records application for receiving property information and other information and images from a County system and from a Service Provider System for the purpose of providing a comprehensive county land record information system.

E-Submission - the act or practice of electronically submitting and receiving documents for recording and archiving by a County or county recorder.

Fully Indexed Recorded Document - A recorded document which includes a document image in an authorized format accompanied by all of the data indexed in the Service Provider system including: all party names (correctly parsed), a correctly mapped document type, location or legal descriptions (correctly parsed), the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording, the recording reference number for any associated

document archived in the Service Provider System, the Unique Code Value permanently assigned to the document, and the Parcel Identification Number, if present in Recorder's index.

Iowa Land Records (ILR) - The applications and associated web sites and pages created, owned and maintained by the Electronic Services system to provide electronic access to recorded public documents, to facilitate E-Submission and electronic recording and to provide other electronic services.

Migration – The process undertaken by a County to migrate from one Service Provider or Service Provider System to another Service Provider or Service Provider System.

Party - the Service Provider and ESS individually.

Parties - the Service Provider and ESS collectively.

Recorder's Association File Transfer Module - The term previously used to describe Service Provider ESS API Developments, and the software which is subject to the Software License Agreement granted by a Service Provider as described herein.

Service Provider – Tyler Technologies, Inc.

Service Provider ESS API Developments - all Developments provided by the Service Provider to facilitate the integration with the ESS API and the exchange of Data between a County and Iowa Land Records or other ESS systems including but not limited to the following: software, software deliverables, pre-existing work, Derivative Works, and any other applicable resources. Service Provider ESS API Developments are expected to facilitate the objectives of Iowa Land Records including but not limited to quality and timely public access to land record information and Data, and quality and timely processing of electronically submitted documents through the Iowa Land Records E-Submission Service.

Service Provider System - the system of software provided by the Service Provider to a County for the purpose of performing various local County functions. A Service Provider System may include but is not limited to a local land records management system.

Service Provider Counties - the Iowa Counties which are clients of the Service Provider. For the purposes of this agreement, a Service Provider County receives local land records management services through the Service Provider System.

Software License Agreement - a Software License Agreement by and between Service Provider and ESS.

Third Party - a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the Service Provider.

Section 3. Scope of Work

3.1 Software License Agreement

Service Provider agrees to provide ESS a nonexclusive, perpetual, fully paid-up right to use the Service Provider ESS API Developments and Derivative Works. Where applicable, this is a continuance of the license agreements established pursuant to prior agreements for Maintenance and Support Services.

All Deliverables and Data provided by the Service Provider in service to ESS, excluding Service Provider ESS API Developments, Service Provider Derivative Works, and other Service Provider pre-existing work, shall be owned by ESS.

The ESS API, the Iowa Land Records (ILR) system, ESS pre-existing work and all other Developments produced by ESS or by a Third-Party producing Developments in service to ESS, shall be owned by ESS.

Service Provider ESS API Developments, Service Provider Derivative Works, and other Service Provider pre-existing work shall be owned by the Service Provider.

3.2 Scope of Work

Service Provider shall provide to ESS and the Service Provider Counties the maintenance and support services as set forth in the attached Exhibits including Exhibit A - Scope of Work.

3.3 Specifications and Performance Standards

Service Provider shall conform to the Specifications and Performance Standards published by ESS and as described in Exhibit B. Such Specifications and Performance Standards are incorporated herein by this reference as if fully set forth in this Agreement.

Processes for publishing and updating Specification and Performance Standards, procedures for providing Service Providers with advance notice of any Specification and Performance Standards updates, and any required implementation time frames are set forth in Exhibit B – Publication of Specifications and Performance Standards.

3.3 Amendments

The parties agree that this Agreement, including Exhibit A - Scope of Work and Exhibit B Specifications and Performance Standards may be revised, replaced, amended, or deleted at any time during the term of this Agreement to reflect changes in services, Deliverables, Developments, Service Provider ESS API Developments, and Documentation upon the mutual written consent of the parties.

Section 4. Compensation.

In consideration of Service Provider providing ESS and Service Provider Counties with the Deliverables, Developments, Service Provider ESS API Developments and Documentation as specified in Exhibits A, B and C, subject to all terms and conditions, Service Provider shall be entitled to receive fees as stated herein. It is expressly understood and agreed that in no event will the standard fees or compensation to be paid hereunder exceed the annual sum of \$3,052.28 per Service Provider County.

The Service Provider Counties shall be jointly identified by ESS and the Service Provider for each fiscal year beginning July 1. The identification of Service Provider Counties shall be completed as soon as practicable, not later than the first business day each June prior to the beginning of a new fiscal year on July 1.

If the Term of the Agreement is extended as provided in Section 5, the annual compensation per Service Provider County in the subsequent fiscal year shall be adjusted by the cost-of-living adjustment (COLA) published during the contract year by the Social Security Administration, not to exceed 3.5 percent. See: <https://www.ssa.gov/oact/cola/colasummary.html>

Except as otherwise amended by the Electronic Services System (ESS) through approved change vehicles, ESS shall not be required to pay any additional fees, expenses, costs, charges, or other amounts in connection with the Deliverables, Developments, Service Provider ESS API Developments, and Documentation to be provided hereunder other than as expressly stated herein.

Section 5. Term

The initial term of this agreement is one year; July 1, 2023, through June 30, 2024. The term of this Agreement shall be automatically extended for subsequent one-year periods unless Service Provider or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

Section 6. General Provisions

6.1 Third Party Beneficiaries

There are no Third-Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the Service Provider.

6.2 Entire Agreement

This Agreement represents the entire Agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement. Service Provider acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

6.3 Cumulative Rights

The various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. The election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

6.4 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

6.5 Authorization

Service Provider represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable in accordance with its terms.

6.6 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

6.7 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

6.8 Multiple Counterparts

This agreement may be executed in two or more counterparts, any one of which shall be an original without reference to the others.

6.9 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. Each party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

6.10 Additional Provisions

The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

6.11 Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

6.12 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 7. Limitation of Liability

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, contractors, agents, and representatives) be liable to the other Party for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party, its employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

The aggregate liability of either party for any claim, breach, or alleged breach arising under this Agreement shall be limited to the annual compensation amount specified in Section 4 for the annual Term of this Agreement during which the claim arises.

This Section 7.1 shall survive termination of this Agreement.

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____

Phil Dunshee

Project Manager

Electronic Services System

8711 Windsor Parkway, Suite 2

Johnston, IA 50131

By: _____

[name]

[title]

Solutions, Inc.

2311 West 18th Street

Spencer, IA 51301

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: 

Phil Dunshee

Project Manager

Electronic Services System

8711 Windsor Parkway, Suite 2

Johnston, IA 50131

By: 

Robert Dugan

HLG VP Operations

Solutions, Inc.

2311 West 18th Street

Spencer, IA 51301

Exhibit A: Scope of Work

Overview

The Electronic Services System (ESS) and systems governed and administered by ESS such as the Iowa Land Records web site and applications, is governed and managed under an intergovernmental 28E agreement established by Iowa counties. An ESS Coordinating Committee has the authority under Iowa law and the ESS 28E agreement to establish standards, policies, and requirements for the delivery of electronic services, and all member counties are required under the 28E agreement to comply with all policies established by ESS. The scope of these policies includes but is not limited to the following.

1. The format, attributes and organization of data and images of recorded documents in ESS and member systems
2. Business rules and requirements for the management and maintenance of data and images of recorded documents in ESS and member systems
3. Specifications and procedures for the transfer of data and images from local county systems to the Electronic Services system including Iowa Land Records
4. Specifications and procedures for the exchange of information and business processes associated with the electronic filing and recording of documents through ESS including the Iowa Land Records E-Submission service

Official policies relating to these subjects are published in the Electronic Services System Policies and Procedures, and all ESS policies relating to the operations of a County, Iowa Land Records, a Service Provider or Service Provider System are incorporated herein by reference.

Business Functions and Operations

ESS has established and published the Electronic Services System API (ESS API) which provides for the form and method of exchanging information between ESS and any Service Provider System. The specifications for the ESS API are further described in Exhibit B.

Business and government functions performed through the ESS API by a Service Provider and Service Provider System in service to a County include the following.

- A. The transfer of correctly formatted and mapped data and images associated with recently recorded documents to ESS and Iowa Land Records database application and image repository. Counties are required to transfer a Complete Recorded Document to ESS and Iowa Land Records not later than three business days after the time of recording. Service Provider shall provide a mechanism for

automatically transferring records which fulfills the definition of a Complete Recorded Document to ESS and Iowa Land Records. Such transfers, subject to the approval of a county recorder, shall be set to occur no less frequently than each business day.

- B. The transfer of data associated with a Fully Indexed Recorded Document to the ESS and Iowa Land Records database application and image repository. Counties are required to transfer all recorded document information which is archived in an electronic format. The data associated with a Fully Indexed Recorded Document shall be correctly mapped to the published and parsed data elements (with correct attributes) and shall be transferred to ESS and Iowa Land Records no less frequently than each business day.
- C. The transfer of data updates for a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Data updates include but are not limited to the correction of typographical errors in party names, location or legal descriptions or other information, the addition of new information such as an associated document reference or redaction annotations. New, updated, or corrected data associated with a Fully Indexed Recorded Document shall be transferred to ESS and Iowa Land Records not later than one business day after the data is archived in County and the Service Provider System.
- D. The transfer of corrected replacement images associated with a Completed Recorded Document or a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. The transfer or replacement of an image requires the advance approval of personnel designated by ESS and Iowa Land Records. A County is required to maintain a permanent, unaltered archive of a recorded document, and may replace an image only in defined and authorized conditions.
- E. The retrieval of document images, or the annotation information or metadata associated with images which have been redacted to remove personally identifiable information from the ESS and Iowa Land Records Portal application. The ESS API provides a method which may be called by a Service Provider and Service Provider System to retrieve redacted documents and redaction information for use by the County and Service Provider System.
- F. The retrieval of information about electronically submitted documents which have been approved by a county recorder for recording from the ESS and Iowa Land Records E-Submission Service, and the provision of an interface through the Service Provider System to assign a recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).
- G. The return of the assigned recording number used by a County (instrument number and/or the book and page numbers), and the date and time of recording to ESS and the Iowa Land Records E-Submission Service through the ESS API. The information is used by ESS and Iowa Land Records to place a recording stamp on the document image.

- H. The retrieval of the stamped document image for archiving in the County and Service Provider System from the ESS and Iowa Land Records E-Submission service.
- I. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and Iowa Land Records E-Submission Service
- J. The monitoring of response messages from the ESS and Iowa Land Records database application and image repository and the ESS and County Upload Service
- K. Corrective action with respect to any errors or issues which are identified in the response messages

The specifications for these operations are further described in the ESS API documentation and Exhibit B.

Service Provider ESS API Developments

Each Service Provider is responsible for developing and maintaining the necessary software and systems to facilitate the exchange of information between the County and Service Provider System and ESS and the Iowa Land Records system using the ESS API and the associated specifications and requirements published by ESS. Such software exists and is operational as the Term of this Agreement begins based on work performed in prior years. These Service Provider ESS API Developments by the Service Provider must be maintained to ensure that the exchange of information and the business functions described herein are performed successfully and timely. Therefore, an important element of this Maintenance and Support Agreement requires the Service Provider to maintain Service Provider ESS API Developments. As modifications are made by the Service Provider to the Service Provider System for any reason, Derivative Works may be required by the Service Provider to ensure that the exchange of information through the ESS API does not fail and continues without error or interruption.

As a part of the Maintenance and Support responsibilities, the Service Provider shall establish methods for maintaining and monitoring log files for the Service Provider ESS API Developments which may be used to diagnose and resolve any issues. All messaging between Service Provider System and Service Provider ESS API Developments and ESS applications through the ESS API shall be logged. All log files shall be maintained for a period of not less than thirty (30) calendar days. In the event that a processing error or failure occurs, Service Provider shall review the logs to identify to the source of the error or failure and to determine a resolution to the issue. When collaboration with ESS is necessary to resolve an issue, Service Provider shall provide to ESS with a copy of the relevant event log via e-mail or FTP.

The Scope of Work includes activities which may involve troubleshooting and corrective steps with respect to Service Provider System when the exchange of information does not work as required or expected. Errors and failures may either be reported through

ESS API messages or by ESS or Iowa Land Records Personnel. The ESS and ILR team members will work collaboratively with Service Providers to identify and resolve any issues which affect the operations of ESS and Iowa Land Records. However, it is the Service Provider's responsibility to make any necessary changes, corrections or updates to Service Provider ESS API Developments and its integration with the ESS API.

ESS and Iowa Land Records Updates

ESS and Iowa Land Records is committed to remaining current with generally accepted industry standards for land records, real estate information, electronic recording and related systems including notary services. Standards will be continuously developed, adopted, and published by the Electronic Services System - based on standards adopted and published by the Property Records Industry Association (PRIA), the Mortgage Industry Standards Maintenance Organization (MISMO), other recognized standards setting organizations, and by ESS governing boards and committees.

ESS and Iowa Land Records is also committed to the implementation of appropriate industry security systems and protocols, and the security requirements of partner organizations including but not limited to the State of Iowa and federal agencies such as the Internal Revenue Service.

ESS and Iowa Land Records will also continuously seek to improve its applications and software including the ESS API.

From time to time issues may arise which are of mutual interest to ESS and the Service Provider. The resolution of such issues may require an update to the ESS API or JSON/XML. Subject to the mutual agreement of ESS and the Service Provider, a change or update may be developed and implemented.

As a part of the Maintenance and Support responsibilities, when ESS makes a change or update, it is required that the Service Provider will make any necessary and corresponding updates to the Service Provider System, any Derivative Works, and Service Provider ESS API Developments. Such changes are to be included in the Scope of Work under the Terms of this Agreement.

ESS Update Processes

ESS will provide Service Provider notice of any planned changes or updates to the ESS API, or to the JSON/XML. Such notice will be provided not less than 90 days prior to implementation. Service Providers will generally be provided with information about planned changes as a part of ESS and ILR quarterly updates and meetings.

ESS will work in collaboration with Service Provider concerning the scheduling of any release to facilitate the coordination of the installation with other work being

performed by the Service Provider. ESS will answer service provider questions and accept reasonable requests for changes in the time frame for testing and implementation. ESS will also consider a reasonable request from a Service Provider for modifications to an update, provided that the changes can be implemented by ESS and any other Service Providers.

Prior to the release of any update or change to the ESS API or JSON/XML, ESS will install the update or change in a staging environment for the purposes of testing. Each Service Provider will be provided with appropriate credentials to access the staging environment, and ESS strongly encourages Service Provider to test any update during the notice period, and to communicate any concerns or issues to ESS personnel.

The Service Provider should provide ESS administrators with notification in writing (email is acceptable) when any testing is complete and when they are ready to proceed with implementation. At the conclusion of any published notice or testing period, if Service Provider has not expressed any concerns or issues, ESS will assume that Service Provider has accepted the update and is prepared to move forward with the implementation of the change or update.

Changes or updates which require synchronous installation shall be installed in a Service Provider County within five business days.

Changes or updates which do NOT require synchronous installation shall be installed in a Service Provider County within thirty business days.

ESS reserves the right to deviate from Update Processes described herein, and to require a change or update in the event that such an update is needed to address an unplanned and serious system failure or error.

Significant ESS Updates

If a planned change or update meets either of the following conditions, Service Provider may request supplemental compensation for such work subject to the mutual agreement of the Parties.

- a. a change or update planned by ESS will require significant and substantive development work far beyond what might be considered an incremental update or correction to a Service Provider System, any Derivative Works, and Service Provider ESS API Developments, and
- b. a planned change or update is not related to an ESS Business Function or Operation, the fulfillment of a new or updated standard, or current security standards as described herein

County Recorder Support

In addition to ensuring the operation of Service Provider ESS API Developments and the integration of the Service Provider System with ESS through the ESS API, the Service Provider shall serve as the primary point of contact and support for issues relating to the operation of the Service Provider ESS API Developments and the successful implementation of the Business Functions and Operations described herein. The key functions which may require support and maintenance services to county recorders are summarized as follows.

- The transfer of current and historical Fully Indexed Recorded Documents to ESS including any updates or corrections
- The transfer of document information updates to ESS
- The retrieval of redaction document information
- The retrieval of documents through the ESS E-Submission Service and associated functions including recording, indexing and archiving the documents received
- Correcting errors, and addressing issues related to Service Provider ESS API Developments with respect to communication and integration with the ESS API

Service Provider shall provide county recorders and ESS with a technical customer support contact which should include a support e-mail address and telephone number, and a customer support web site if available. Service provider shall also provide contact information for other roles including the following: general customer support, business and contract matters, billing, project management or system conversion managers.

Service Provider shall notify ESS administrators of all system issues or errors which may affect and require ESS investigation or action by submitting a report via email to support@clris.com. If the issue or error requires immediate attention, Service provider shall also notify a customer support contact at a telephone number specified by ESS.

Service Provider and ESS each agree to use best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective County Operating Hours, except for downtimes mutually agreed upon by ESS, the County and Service Provider, or downtimes arising from any disruption in Internet (ISP) services, or from causes beyond the control of the parties. Service Provider and ESS will each make every effort to schedule system downtime outside of County Operating Hours. However, in the event that either Party is required to schedule downtime during County Operating Hours, the Party scheduling the downtime will collaborate with the Counties and with the other Parties to notify administrators, users and system technicians for work planning purposes.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Business Functions and Operations and disruptions to information exchanges through the ESS API.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by a County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Service Provider shall, in collaboration with ESS and county recorders, seek to ensure the success of the ESS system.

In the event that the Service Provider is unable to resolve any issue affecting Business Functions and Operations, Service Provider shall immediately contact ESS at the specified telephone number or email address. The Service Provider shall provide both a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files shall be timely provided to ESS.

After receiving the pertinent information from the Service Provider, ESS personnel will review the information and assist as practicable. ESS shall contact Service Provider at a specified telephone number or email address. ESS shall provide to the best of their ability a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files will be timely provided to the Service Provider.

E-Recording Fees

It is the responsibility of the Service Provider to ensure that the correct recording fees and related information for an ILR E-Submitted document can be correctly inserted into the Service Provider System including any cashiering functions, whenever applicable.

County Recorder Support Exclusions

This Agreement does not apply to maintenance or support for the operation of the Service Provider System, e.g., local land record management system. Maintenance and support for the basic operation of Service Provider System shall be the responsibility of the Service Provider under the direction of an individual County or county recorder.

This Agreement does not apply to any training provided to a County, county recorder or their employees with respect to the interface between the Service Provider System, Derivative Works, or Service Provider ESS API Developments and the ESS systems. Training shall be the responsibility of the responsibility of the Service Provider under the direction of an individual County or county recorder.

This Agreement does not apply to activities relating to the parsing of names or legal (location) descriptions, or other necessary changes to the indexing data or other data associated with recorded documents. Such activities shall be the responsibility of an individual County or county recorder.

This Agreement does not apply to activities relating to the electronic indexing or image conversion of historical records. Such activities shall be the responsibility of an individual County or county recorder.

Upon the request of a county recorder, the Service Provider shall generally advise and assist with efforts to ensure access to sufficient bandwidth to transmit and receive Data and Images through the ESS API. However, each County will be responsible for acquiring any necessary hardware, software or Internet services or technical assistance services required to support communications between the County, Service Provider System and ESS systems.

Reports

Service Provider shall provide each Service Provider County with a method or tool for creating a report concerning the transfer of data and images to the ESS and Iowa Land Records database application and image repository during the previous business day. The reports should include the following information, when possible.

- Summary information about the number of Complete Recorded Documents and Fully Indexed Recorded Documents successfully transferred to ESS and Iowa Land Records during the previous business day.
- A table showing the document reference number and/or Book and Page associated with each document (or index update) successfully transferred to ESS and Iowa Land Records during the previous business day
- A table showing the document reference number and/or Book and Page associated with each document for which the transfer to ESS and Iowa Land Records failed during the previous business day, along with any error message returned by ESS and Iowa Land Records to the Service Provider system.
- If no records were transferred by a Service Provider County during the previous business day, the report should include a message similar to the following: "Alert – No records were transferred to ESS and Iowa Land Records during the previous business day. Please contact [service provider contact information] for assistance."

Service Provider agrees to work in collaboration with ESS to define and develop the reports described above.

Service Provider shall provide a periodic report via email (support@clris.com) which summarizes any notable activities or issues which have required an unusual level of support services during the previous period, and a summary of any issues communicated to the ESS development team.

Service Provider shall annually provide a report regarding each Service Provider County. (Exhibit C) The report shall include the following information.

- The name of the County
- The IP address used by the Service Provider to exchange County information with ESS and Iowa Land Records
- The Product Name of the Service Provider System, and any version number if applicable
- If the Service Provider System is hosted, the general location of the hosted system, or the hosting service, if applicable
- The names, addresses, e-mail addresses and phone numbers of appropriate personnel (or support systems) for business issues, billing, customer support and technical support.

Additional reports shall be provided to ESS upon request subject to the mutual agreement of the Parties.

Periodic Service Provider Meetings/Conference Calls

Service Provider shall to the best of their ability ensure that a representative will participate in ESS Service Provider conference calls. Conference calls will generally be scheduled quarterly or as needed.

When necessary, ESS may convene face-to-face meetings at mutually agreeable locations and times. ESS will reimburse participants for actual travel and lodging expenses. Compensation for professional time dedicated to the meeting may also be provided subject to mutual agreement. The terms of such reimbursement shall be specified by ESS at the time plans for any face-to-face meetings are announced.

ESS Quality Assurance Activities

From time to time ESS and Iowa Land Records will conduct a review of the data and images for an individual County to ensure the accuracy and completeness of the information transferred to ESS and Iowa Land Records. The Service Provider may be asked to assist with related activities as needed, such as the provision of simple reports which may be used for comparison. The extent and timing of such activities shall be subject to the mutual agreement of the Service Provider, the county recorder, and ESS and Iowa Land Records.

Service Provider System Conversions and Migrations

While Service Providers and Service Provider Systems must conform to the requirements of the ESS Policies and Procedures and the Terms and Conditions of this Agreement, it is the responsibility of the County to select the company or organization to serve as the land record management system vendor or Service Provider for the County. From time to time a County may choose to work with their Service Provider to implement a conversion from one product or version of a product to another, or a County may choose to implement a migration from one Service Provider System to another system offered by a different Service Provider.

In circumstances involving either a Conversion or a Migration, it is required that the Service Provider work in collaboration with ESS and other parties, including other Service Providers which provide land record management Service Provider Systems, to ensure that the Conversion or Migration is successful. Further, the Service Provider is required to communicate with ESS and to engage in any necessary development and testing to ensure that the Service Provider ESS API Developments conform to all ESS and Iowa Land Records Requirements and to validate that Service Provider System is correctly configured to successfully exchange information with ESS and Iowa Land Records. Activities required by the Service Provider to fulfill these requirements shall include the following.

1. When a County and a Service Provider reach an agreement to migrate from one Service Provider to another, or to convert from one product or product version to another product or product version, the Service Provider will notify and supply to ESS the planned time frame for implementation of the conversion or migration in a timely fashion. The planned time frame should include development, testing, implementation, and any anticipated times when County recording functions or communication/transmittal with ESS processes may be disrupted.
2. With respect to testing, Service Provider shall inform ESS and Iowa Land Records when active testing is underway. Using credentials provided to the Service Provider by ESS, the Service Provider shall use the ESS and Iowa Land Records staging environment to test and validate the exchange of information. Assuming that proper advance notice is provided as described in Section 3 herein, ESS personnel will assist with testing and data verification.
3. The Service Provider shall test the Business Functions and Operations described in Exhibit A. More specifically, Service Provider shall do the following.
 - a. Verify with ESS that they are connected to the correct staging web pages with the correct credentials and verify that the credentials are being used to access the staging environment from an identified and static IP address.

- b. Verify that data and images can be transferred to the staging environment without error.
- c. Verify that the County Data, specifically the document types, are mapped correctly to the ESS and Iowa Land Records approved PRIA document types. It is recommended that the Service Provider provide ESS and Iowa Land Records personnel with a complete mapping table for review and approval prior to active testing. All document types must be validated in testing.
- d. Verify that parsed name and legal or location description information is mapped to the correct ESS and Iowa Land Records JSON/XML data elements with the correct attributes.
- e. Verify that all other County Data, including but not limited to associated references, consideration amounts, instrument dates, parcel identification numbers (if present), and image annotations and redaction annotations (relating to the presence or location of personally identifiable information (PII) in a document), are mapped to the correct ESS and Iowa Land Records JSON/XML data elements with the correct attributes.
- f. Verify that certain information is NOT transferred to ESS and Iowa Land Records including vital records and military status information.
- g. Verify the implementation of a Conversion or Migration will retain the existing ESS and Iowa Land Records ILR Unique Code Value for previously recorded documents. Modifying the Unique Code Value for any archived document is prohibited. Changes in the format of Code values for day-forward recorded documents shall be timely communicated to ESS and Iowa Land Records personnel. A Service Provider may, subject to the approval of ESS, request consideration for assigning new Unique Code values to existing documents, provided that the Service Provider can demonstrate the capacity to provide a one-to-one mapping for every document showing the current Unique Code value and the proposed new Unique Code value. In a form and time specified by ESS, the Service Provider is required to provide a mapping table so that it may be used to correctly modify the values in the ESS and Iowa Land Records System.
- h. Verify that transfer processes to ESS and Iowa Land Records may be set to occur programmatically (without Recorder intervention) daily when a document has a status of Complete Recorded Document. Processes for manually sending data and image updates to ILR shall also be tested and verified. Note, updated or replacement images may not be transferred except with the advanced approval of designated ESS personnel.
- i. Verify that the County and the Service Provider System is able to programmatically check for redacted document information from ESS and Iowa Land Records and verify the operation of methods for retrieving either redacted images or the redaction coordinates.

- j. Communicate any other unique issues or circumstances with designated ESS and Iowa Land Records personnel. For example, communicate whether the Service Provider System requires a TIF image format, a single page, or a multipage format.
 - k. Verify that the image formats have the correct compression type and conform with other format requirements, i.e., the following image compression formats are prohibited: LZW, Old Style JPEG, JPEG, JBIG, Packbits or other formats which do not conform to the specified Group 3 or Group 4 options.
 - l. Verify the methods for checking for ILR E-Submission documents with a status of "Ready For Download".
 - m. Verify the methods (and timing) of downloading data and images for e-filed documents.
 - n. Verify the methods for assigning recording reference numbers and recording dates and times to downloaded e-filed documents and returning the required information to ILR.
 - o. Verify the methods for retrieving stamped or re-stamped document images from ILR E-Submission are verified, as is the method for archiving the document in a County.
 - p. Verify that a document downloaded and archived from the ILR E-Submission service will then be transferred to the ILR Portal when the document achieves a status of Complete Recorded Document or Fully Indexed Recorded Document.
4. Upon the completion of testing and verification, ESS and Iowa Land Records will timely provide the Service Provider with a written notice of acceptance.

Exhibit B: Specifications and Performance Standards

ESS requires that all Service Providers integrate with ESS and the Iowa Land Records system through the ESS API (web services). The Service Provider System and any Derivative works must communicate with ESS through the ESS API. The ESS API provides a means for presenting raw functions to interact with data and processes at ESS and Iowa Land Records. Unlike the legacy client model (known as the LCM), the ESS API does not manage the scheduling and timing of web service calls; calling the web service methods in the correct order; logging; data validation; error handling and reporting; and the marshalling and unmarshalling of XML or JSON. These functions must be performed by the Service Provider ESS API Developments created by the Service Provider.

In summary, the Service Provider ESS API Developments created and maintained by the Service Provider must manage and coordinate the following functions.

- The scheduling and timing of web service method calls
- The sequence of web service methods to ensure that processes are executed in the correct order
- Logging
- Data Validation
- Error handling and reporting
- Marshalling and Unmarshalling of XML or JSON

ESS will provide Service Provider with the necessary credentials and settings to access the ESS API and make any necessary web service calls.

ESS API Web Service Specifications

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

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

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

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission will be discontinued effective **September 30, 2023**. Service Providers who currently utilize the LCM for E-Submission activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the E-Submission Rest API (CESAPI).

Support for the LCM Client for County Upload Functions will be discontinued effective **September 30, 2024**. Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the County Upload Rest API (CUAPI).

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API will be discontinued effective **June 30, 2024**. Service Providers who currently utilize the ILR E-Submission Client API should, as soon as possible, proceed with Service Provider ESS API Developments for E-Submission functions conforming to the requirements of the E-Submission Rest API (CESAPI).

ESS has nearly completed development of the new County Upload REST API and it will soon be available for testing. Support for the current ILR County Upload Client API will be discontinued effective **September 30, 2024**. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

Service Provider ESS API Developments – Processes

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart. Business Functions and Operations described in Exhibit A and which are to be fulfilled by processes incorporated within Service Provider ESS API Developments include the following.

ESS and Iowa Land Records County Upload and E-Submission Processes

- The transfer of information relating to recorded documents in electronic format to the ESS and Iowa Land Records portal using the specified ESS API and JSON.

This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding status process until all submitted messages have received a final disposition status.

- The notification to the county recorder that an electronically submitted document is ready for review in the ESS and Iowa Land Records E-Submission service. This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.
- The downloading of 'Recorder Approved' submissions from the ESS and Iowa Land Records E-Submission service. This process also downloads re-stamped documents.
- The process of sending newly assigned indexing information to the ILR E-Submission server in order to affix a recording stamp to the first page.
- The downloading of 'Stamped' submissions from the ESS and Iowa Land Records E-Submission service. This process downloads the image of recorded and stamped documents.

Note: For messaging in the ILR E-Submission service, the sequence of a download shall be based on the sequence id in the submission.

E-Submission Stamp Correction Process

In certain circumstances it is possible that an electronically recorded document may be stamped incorrectly. Recorders may correct this error with a new stamped image created by providing the corrected stamp data points through the ESS and Iowa Land Records E-Submission user interface. This error correction process is only available after a group has been previously and successfully recorded. A corrected document image is made available to the original submitter, and it is made available to the County and the Service Provider System for download through the ESS API.

The Service Provider System may either programmatically monitor the ESS API for images with corrected recording stamps, or manually call the ESS API, and retrieve and archive the corrected image in the County and Service Provider System. The format of the available image will be the TIFF version as specified by the County and the Service Provider.

Scheduling Available Processes

The Service Provider is responsible for the timely processing of all messaging transactions. In order to facilitate the timely processing of related messaging, Service Provider ESS API Developments shall include methods for programmatically scheduling all messaging processes.

Web Service Call Limitations

Web services calls to the ESS API may be subject to limitations in order to prevent abuse from excessive or unnecessary demands on resources for the ESS API or for Service Provider ESS API Developments. Web service calls are counted per endpoint key and IP address. When using the default endpoint URL, the limit is one call per thirty (30) second interval. When the limit is exceeded, the API will return an error.

Data Validation

ESS and Iowa Land Records have established various policies and standards relating to the organization and formatting of data (see ESS Policies and Procedures). These policies govern a number of topics including but not limited to the indexing of grantor/grantee names, the parsing of name information, the parsing of legal or location description information, and the mapping of certain information maintained by a County through a Service Provider System to the format specified by ESS such as document types.

As a part of the Maintenance and Support responsibilities, the Service Provider shall validate that the data exchanged with ESS and the Iowa Land Records system as well as the JSON container for the data conform to these policies. At a minimum, any data, including embedded data such as document images, shall conform to this requirement. The Service Provider is also encouraged to work with client Counties to ensure that the data maintained in the Service Provider System also conform with these policies.

Monitoring ESS API response messages

The Service Provider is responsible for monitoring all response messages returned from the ESS API. In addition to the normal messages associated with the execution and completion of the Business Functions and Operations described herein, the Service Provider shall actively monitor all error and failure messages. The receipt of an error or failure message shall trigger an alert to a Service Provider technical account or user so that remediation and mitigation steps can be timely implemented. Whenever necessary, the Service Provider shall make necessary changes and updates to Service Provider ESS API Developments in order prevent the reoccurrence of any error or failure. If issues are identified which indicate that the source of an error or failure is the ESS API, the Service Provider shall immediately submit a support request to support@clris.com or by calling 1-888.790.2246.

Generally, the Service Providers should use existing tools and processes to monitor information transfers and to diagnose the reason for failed uploads. Monitoring should be timely, and extended periods of failed information transfers should not occur. Status checks are being run shortly after the upload process occurs (within minutes). Similarly, after a fix is implemented, service providers should be able to confirm resolution through the API by invoking the “archiveStatus” function to verify it returns a Posted status.

The current ESS API provides an “archiveStatus” function that returns the status of an upload provided it reached the ILR web service interface – either Received, Posted, or Failed. If “Failed” is returned, additional messages are returned within the response.

For more information about web service functions, see “*County Upload and E-Submission Web Service Timing*” in the Other Specifications and Technical Requirements section.

Operation of Service Provider ESS API Developments

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart.

XML

Until Service Provider API Developments are migrated to CESAPI (County E-Submission) and CUAPI (County Upload), all Messaging between a County, Service Provider System and Service Provider ESS API Developments, and the ESS Iowa Land Records applications must be valid XML documents according to published DTD or Schema specifications. During the transition period it is required that Service Provider ESS API Developments be capable of processing all valid XML files associated with Service Provider responsibilities in a County (processing and archiving data and/or images).

The current specification for XML messages and the contained PRIA_DOCUMENT content (including embedded files) can be accessed via the following DTD’s:

PRIA Document

http://iowalandrecords.org/portal/dtd/ESS_PRIA_DOCUMENT.dtd

PRIA Request

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Request.dtd

PRIA Response

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Response.dtd

Programming Language

Service providers may use a programming language of their choice to handle the integration. However, the choice of technology should take into consideration the stability and durability of the language. For purposes of managing ongoing maintenance and support functions, solutions utilizing languages not in the mainstream should be avoided. Current implementations utilize .Net, Java, and Powerbuilder. Service providers should advise of any current programming tools in use. ESS is not responsible for

providing service providers sample integration code but may do so as a courtesy to the Service Provider.

Testing

As noted in Exhibit A, ESS provides a staging environment for the Service Provider for developing and testing their integration code. ILR encourages use of this functionality and will provide a reasonable amount of test data for the service provider to use. Service Providers shall communicate with ESS personnel about testing activities including the time of testing, the functions being tested, the sample county credentials being used for testing (if applicable), and the public IP address of the devices being used in the testing process. Service providers who are known to be actively testing will be notified of any staging environment down time.

The locations of the ESS and Iowa Land Records staging services are:

ESS and Iowa Land Records E-Submission WSDL:

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

ESS and Iowa Land Records E-Submission service:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService>

ESS and Iowa Land Records E-Submission site:

<https://staging.iowalandrecords.org/esubmission/>

ESS and Iowa Land Records Portal WSDL:

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

ESS and Iowa Land Records Portal service:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService>

ESS and Iowa Land Records Portal site:

<https://staging.iowalandrecords.org/portal>

Before moving to production, Service Providers will be given a list of processes to test and will be required to demonstrate that their client systems function as specified by the ESS API documents. If the validation process is not successful, development work will continue until the requirements are met. If this validation process is successful, arrangements will be made between ILR staff and the Service Provider to promote the integration code to production.

Other Specifications and Technical Requirements

There are a number of other specifications and technical requirements, in addition to the specifications and requirements relating to the exchange of information between a County, a Service Provider System, Service Provider ESS API Developments and ESS applications through the ESS API. These other specifications and requirements are described below.

_Code Values

A Unique Code Value is a reference value assigned to a document by a County, county recorder or Service Provider which uniquely identifies each document within a County and which associates indexed document information with an archived image of the document or instrument. Every document archived by a County in a Service Provider system, whether locally or in a hosted environment, must have a permanently assigned unique code value. The purpose of this code value is to assure that every document can be uniquely identified and distinguished from all other documents in a county regardless of year.

For counties that elect to use services from different indexing and imaging providers, the Service Providers shall jointly be responsible for accurate and consistent assignment of <PRIA_DOCUMENT Code=""...> Values. The "Code" value is used to link index and image information for the ESS Search application. Without matching "Code" values for a given County's unique document, the image information will not be displayed.

ESS Policies and Procedures require that unique code value for each document be permanently assigned and remain unchanged even if there is a change in Service Provider. See Section 3.7(9) of the ESS Policies and Procedures. "In the event that a County changes the indexing or imaging service, as applicable, the County and the new service provider shall retain any previously assigned Unique Code Value for each document and any Unique Code Value for associated documents."

While not a requirement, ESS encourages Counties and Service Providers to use the following unique code value convention for documents which are recorded in the future: a character string with the following elements: county number, year of recording, and the document reference number assigned to each document in the County and Service Provider System.

County Upload and E-Submission Web Service Timing

In order to ensure the availability of ESS system resources for county recorders, Service Providers and registered users, the following timing requirements apply to the frequency of calls Portal and E-Submission web service communications.

E-Submission Web Service (CESAPI)

Typical business hours for county recorders fall within the range of 6:00 AM CST to 6:00 PM CST. Web service calls to the ESS and Iowa Land Records E-Submission service should, in most circumstances, occur within this time frame. E-Submission documents should not be processed outside of those hours.

Calls to the ESS and Iowa Land Records E-Submission service shall conform to the following frequency guidelines:

findReadyForRecorder - Maximum frequency of calls: once every two minutes.

findReadyForDownload - Maximum frequency of calls: once every two minutes.

downloadDoc - Maximum frequency of calls: as needed based on the results of findReadyForDownload.

submitStampInfo - Maximum frequency of calls: as needed based on the number of E-submission documents that have been downloaded via downloadDoc

County Upload Web Service (CUAPI)

Frequency requirements for web service calls to the ESS and Iowa Land Records Search application (County Upload) are applicable 24/7/365. Calls to the ESS and Iowa Land Records Portal shall conform to the following frequency guidelines:

archive - Maximum frequency of calls: as often as deemed necessary by the county to archive documents; Minimum frequency of calls: once per business day to archive documents. Newly archived documents are transferred for redaction services each night. It is recommended that all recently recorded documents be archived to the ESS and Iowa Land Records portal no later than 11:00 PM each weeknight to ensure timely redaction processing.

archiveStatus - Maximum frequency of calls: as needed based on the number of archives processed, and prior status checks

sendAudit - Maximum frequency of calls: as needed based on the county policy to transmit document audits.

auditStatus - Maximum frequency of calls: as needed based on the number of audit records processed, and prior status checks.

findRedactionReady - Maximum frequency of calls: once per hour.

downloadDoc - Maximum frequency of calls: as needed based on the results of findRedactionReady.

auditDocument - Maximum frequency of calls: at the Service Providers discretion. However, ESS and Iowa Land Records reserves the right to require Service Provider to alter the request schedule if it is determined that frequency is impacting system performance or if repeated excessive auditing occurs. For example, there is no need to audit the entire county inventory of documents every day or even every week.

Imaging

ESS has established the Adobe PDF format as the standard for document imaging for the display of images at iowalandrecords.org. However, images received from and delivered to local county systems shall be in TIFF format compatible with local imaging systems.

ESS and Iowa Land Records Search Application

The images submitted for inclusion in the Iowa Land Records (ESS) database are to be provided in valid TIFF format by the Service Provider. The Service Provider shall also ensure that the TIFF images provided to the Iowa Land Records (ESS) system are properly oriented for reading and shall assist county recorders with efforts to properly orient document images when they are initially scanned and archived in local document image systems. TIFF images may be provided as single or multi-page format consistent with the manner in which documents are archived for local systems. The TIFF images submitted must be the original un-redacted versions.

All embedded files transferred to the ESS and Iowa Land Records Portal must be B64 or UU encoded, and otherwise conform to the specifications published in the ESS API. Images shall not be transferred as Packed Bits, LZW, OJPEG formats. If Service Provider efforts to convert images to supported formats are unsuccessful, ESS will attempt to assist if possible.

TIFF Image Format

It is the responsibility of the Service Provider to notify ESS and Iowa Land Records of the specific TIFF format (single or multi-page) applicable to each of the Service Providers Counties, including any variances in TIFF format by date range. Images to Counties and Service Provider Systems will be in TIFF format compatible with local imaging systems.

In the event that a county transitions to a different local Service Provider for land record management services, it is the responsibility of the new Service Provider to notify ESS and Iowa Land Records of any activities affecting the TIFF format for documents which were recorded and archived prior to the conversion to a new system and new Service Provider. See the section titled "Service Provider System Conversions and Migrations."

E-Submission Images

The embedded file(s) in all submissions downloaded from the ILR E-Submission service will be in TIFF format. The format will conform to the format requested by the county.

Recording Information for E-Submission Documents

When a document submitted through the ESS and Iowa Land Records E-Submission service is recorded, the Service Provider shall update the following data points, when applicable, in the JSON document and return them to the ESS and Iowa Land Records ILR E-Submission service through the ESS API.

Book and Page
Instrument Number
Number
Page Range
Recording Date and Time
Unique Document ID

TLS

Service Provider shall ensure that the integration and communications with ESS and Iowa Land Records systems will conform to TLS 1.2 or above. TLS 1.0 is no longer permitted. This requirement includes automated messaging between systems.

Recording Date and Time

All recording date information transferred to ESS and Iowa Land Records shall include the following: yyyyMMdd:HH:mm:ss:SSS. This is assuming that the Service Provider Counties have entered the above information in their files. It is the County's responsibility to correctly enter the complete information for transmittal. The Service Provider System shall provide the ability to do so. This requirement applies to all documents recorded on or after July 1, 2013. No updates are required for documents recorded or transferred to ILR prior to July 1, 2013.

Contract Terms and Conditions

Amendment Number 1

This first amendment to the Maintenance and Support Agreement (Agreement) made and effective as of July 1, 2023, by and between the Electronic Services System (ESS) and (Solutions, Inc., HLG, a company organized under the laws of the State of Iowa (Service Provider or Solutions HLG). The parties agree to amend the Agreement, as provided in Section 3 to modify requirements for integration and communications with ILR systems.

1. ESS API Web Service Specifications. Exhibit B is amended by modifying the ESS API Web Service Specifications section to adjust certain deadlines relating to the County E-Submission Application Programming Interface (CESAPI) and the County Upload Application Programming Interface (CUAPI).

ESS API Web Service Specifications

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

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

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

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission ~~will be is~~ discontinued effective ~~September 30, 2023~~ June 30, 2024. ~~Service Providers who currently utilize the LCM for E-Submission activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the E-Submission Rest API (CESAPI).~~

Support for the LCM Client for County Upload Functions will be discontinued effective ~~September 30, 2024~~ March 31, 2025. ~~Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for E-Submission county upload functions conforming to the requirements of the County Upload Rest API (CUAPI).~~

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API ~~will be is~~ discontinued effective June 30, 2024. ~~Service Providers who currently utilize the ILR E-Submission Client API should, as soon as possible, proceed with Service Provider ESS API Developments for E-Submission functions conforming to the requirements of the E-Submission Rest API (CESAPI).~~

ESS has ~~nearly completed development of the~~ developed a new County Upload REST API and it ~~will soon be is~~ available for testing. Support for the current ILR County Upload Client API will be discontinued effective ~~September 30, 2024~~ March 31, 2025. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service

Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

Service Provider agrees to complete integrations with the CESAPI and CUAPI, and to conform to these deadlines and requirements.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

Electronic Services System

Service Provider

By: 

By: 

Name: Phil Dunshee

Name: Robert Dugan

Title: Project Manager

Title: HLG VP Operations
Solutions Inc.
2311 West 18th Street
Spencer, IA 51301

Date: July 1, 2024

Date: 7-8-2024

Contract Terms and Conditions

Amendment Number 2

This second amendment to the Maintenance and Support Agreement (Agreement) made and effective as of July 1, 2023, by and between the Electronic Services System (ESS) and Solutions, Inc., HLG (Service Provider or Solutions HLG). The parties agree to amend the Agreement, as provided in Section 3 to modify the compensation amount, the Term, and the requirements for integration and communications with ILR systems.

1. Compensation. Section 4. Compensation is amended by striking the section and inserting in lieu thereof the following.

Section 4. Compensation.

In consideration of Service Provider providing ESS and Service Provider Counties with the Deliverables, Developments, Service Provider ESS API Developments and Documentation as specified in Exhibits A, B and C, subject to all terms and conditions, Service Provider shall be entitled to receive fees as stated herein. It is expressly understood and agreed that in no event will the standard fees or compensation to be paid hereunder exceed the sum of \$1,614.35 per Service Provider County for a one half-year Term as specified in Section 5.

The Service Provider Counties for the one half-year Term shall be jointly identified by ESS and the Service Provider for the period. The identification of Service Provider Counties shall be completed as soon as practicable, not later than the first business day of June, 2025.

If the Term of the Agreement is extended for the additional calendar year as provided in Section 5, the annual compensation per Service Provider County in calendar year 2026 will be the amount of \$3,228.70 plus a percentage amount as determined by the cost-of-living adjustment (COLA) published in October, 2025 by the Social Security Administration, not to exceed 3.5 percent. See: <https://www.ssa.gov/oact/cola/colasummary.html>

Except as otherwise amended by the Electronic Services System (ESS) through approved change vehicles, ESS shall not be required to pay any additional fees, expenses, costs, charges, or other amounts in connection with the Deliverables, Developments, Service Provider ESS API Developments, and Documentation to be provided hereunder other than as expressly stated herein.

2. Term. Section 5. Term is amended by striking the section and inserting in lieu thereof the following.

Section 5. Term

The extension of this agreement is one-half year; July 1, 2025, through December 31, 2025.

The term of this agreement shall be extended further for the period of January 1, 2026, through December 31, 2026.

The term of this Agreement may be extended for subsequent calendar year periods subject to the mutual written agreement of the parties

Notwithstanding anything in this Agreement to the contrary, ESS shall have the right to terminate this Agreement without penalty and without any advance notice if there is a change in Iowa law or if the Electronic Services System 28E agreement is modified in a manner which, in the sole opinion of ESS, results in funds which are insufficient to allow ESS to meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement.

3. ESS API Web Service Specifications. Exhibit B is amended by modifying the ESS API Web Service Specifications section to adjust certain deadlines relating to the County E-Submission Application Programming Interface (CESAPI) and the County Upload Application Programming Interface (CUAPI).

ESS API Web Service Specifications

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

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

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

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission was is discontinued effective June 30, 2024.

Support for the LCM Client for County Upload Functions will be discontinued effective ~~March 31, 2025~~ December 31, 2025. Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for county upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API is discontinued effective June 30, ~~2024~~ 2025.

ESS has developed a new County Upload REST API ~~and it is available for testing~~. Support for the current ILR County Upload Client API will be discontinued effective ~~March 31, 2025~~ March 31, 2026. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

Service Provider agrees to complete integrations with the CESAPI and CUAPI, and to conform to these deadlines and requirements.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-

interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

Electronic Services System

Service Provider

By: 

Name: Phil Dunshee

Title: Project Manager

Date: July 1, 2025

By: *Ruth Niermeyer*
Ruth Niermeyer (Mar 28, 2025 13:41 EDT)

Name: Ruth Niermeyer

Title: Executive Vice President
Solutions/Harris Local Government
2311 West 18th Street
Spencer, IA 51301
rniermeyer@harriscomputer.com

Date: 28/03/25








Solutions-FY2026MaintenanceAmendment2-070125-final

Final Audit Report

2025-03-28

Created:	2025-03-18
By:	Beth Mattison (bmattison@harriscomputer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAvKZ7celcCLTdT2XK7KLJ1QFMxJl8tzTT

"Solutions-FY2026MaintenanceAmendment2-070125-final" History

-  Document created by Beth Mattison (bmattison@harriscomputer.com)
2025-03-18 - 1:32:56 PM GMT
-  Document emailed to Ruth Niermeyer (rniermeyer@harriscomputer.com) for signature
2025-03-18 - 1:32:59 PM GMT
-  Email viewed by Ruth Niermeyer (rniermeyer@harriscomputer.com)
2025-03-18 - 1:33:24 PM GMT
-  New document URL requested by Ruth Niermeyer (rniermeyer@harriscomputer.com)
2025-03-28 - 5:38:50 PM GMT
-  Email viewed by Ruth Niermeyer (rniermeyer@harriscomputer.com)
2025-03-28 - 5:39:08 PM GMT
-  Document e-signed by Ruth Niermeyer (rniermeyer@harriscomputer.com)
Signature Date: 2025-03-28 - 5:41:40 PM GMT - Time Source: server
-  Agreement completed.
2025-03-28 - 5:41:40 PM GMT



350 Research Parkway
Davenport, IA 52806
800.747.4600
2/21/2025

Phil Dunshee
Project Manager
Electronic Services System
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

Mr. Dunshee:

Per Section 5, 'Term' (page 9) of the Maintenance and Support Agreement between Fidar Technologies and Electronic Services System (ESS), dated July 1, 2023, Fidar Technologies is providing notice that it no longer wishes to maintain a contractual agreement with ESS.

This decision in no way impacts Fidar Technologies' commitment to supporting its County Recorder Partnerships within the state of Iowa. Fidar Technologies will continue to provide legislative updates to its Software Products as required by Iowa Code, except in cases where such updates necessitate fundamental modifications to the core design of Fidar's products.

Alex Rikken
President

Adam Watkins
COO

Griffin Steil
Vice President

Kayla Rosselli
Vice President of Finance





350 RESEARCH PARKWAY
DAVENPORT, IA 52806



CERTIFIED MAIL



9589 0710 5270 0967 5430 29

RDC 99



Retail



50131

U.S. POSTAGE PAID
FCM LETTER
ELDRIDGE, IA 52748
FEB 21, 2025

\$5.58

S2324K502179-98

*Electronic Service System
Phil Dunshee Project Manager
8911 Windsor Parkway Ste #2
Johnston, Ia 50131*

April 9, 2025

To: ESS Standards Subcommittee
From: Phil Dunshee, ILR Project Manager
Re: Processes for Modifying ESS Applications

In calendar years 2018 and 2019, a substantial effort was made to create a new electronic recording interface for county recorders. The objective was to streamline and improve the application for the benefit of county recording functions. The updated application was fully implemented in March 2020. In calendar years 2020 and 2021, a similar effort was made to update the electronic recording submitter (customer) interface. And in calendar years 2021 and 2022, the electronic recording applications were modified again to improve the handling of document images so that the images were sharper and easier to read.

These initiatives and many other smaller enhancements were successful because of a great deal of planning, work and financial investment.

In recent years development efforts focused on creating a completely new search application for organizations and individuals along with a new user management and central authentication system. Administrative tools for managing the applications, and updated application programming interfaces for electronic recording and county uploads have been a priority.

As a statewide system which integrates with all 99 counties and multiple local land records management system, it is necessary for Iowa Land Records to determine the specifications and methods for exchanging data and implementing business processes. Resource limitations do not permit us to have a separate integration method or API for each local service provider or individual county.

I believe we go about this in the right way. The basic structure of the Iowa Land Records data schema does not frequently change. The application interfaces (APIs) are published well in advance for examination and testing by the local service providers. At least quarterly we provide an update and roadmap for the service providers. When warranted, Iowa Land Records makes changes and corrects errors identified by the service providers in the testing process.

Because there can only be one system – if we are going to have a statewide system – standards must be established, and they must be determined by ESS and the Iowa Land Records team. To be successful it is imperative that we have the support and endorsement of county recorders, the ESS Standards Subcommittee and the ESS Coordinating Committee.

In the ordinary course of business, it is natural for ESS and ILR to ask counties how the ILR E-Submission service could be improved or what could be done to make the electronic recording stamping process better or easier. We would bring those ideas to the ESS Standards Subcommittee for review and discussion. And then the options for planning, funding, development, testing and implementation would be considered.

As you think about your use of the Iowa Land Records system for searching and electronic recording, consider the following questions.

- What changes would you want to make?
- What E-Submission features should be changed to make the process easier and more efficient?
- What changes in the ILR Search application would make it easier to use and produce better search results?

April 9, 2025

To: ESS Standards Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: ESS Standards and "County Options"

Much of the policy discussion about ESS and Iowa Land Records in 2025 has revolved around two sets of ideas. I'll describe the two as the *ESS view* and the *alternative view*.

The *ESS view* represents the perspective of the recorders who advocated for and founded the Electronic Services System and Iowa Land Records. Since much of the policy was codified in Iowa law, it can also be described as the view of elected policy makers and the stakeholders who were involved at the time. This was generally in the period of 2002 through 2009.

It was believed that participating in ESS and ILR should be mandatory and statewide. Legislation was passed stating that every county shall participate. Being a member of the 28E government structure was required (even though participation in 28E organizations is usually voluntary). That's the way the law was adopted.

The recorder's leadership were believers in the adoption of standards, and they were strongly influenced through their participation in the national Property Records Industry Association. This seemed natural to them, because as an association they had recently adopted their own standards for indexing grantor/grantee names.

They were also believers in representative governance. If a majority of recorders, or a majority of their representatives, adopted a policy, then the expectation was that everyone should follow. That was their ethic.

The *alternative view* is that each elected official stands on their own and has the authority to do what they think is best for their county. They believe that there should be no obligation to conform to the will of the majority (unless it is in the Code of Iowa). They do not believe that they should be required to participate in a 28E organization, and they do not believe that they should be legally subject to any policy or standard adopted by a 28E organization. While there are many state requirements for the operation of counties in Chapter 331 of the Iowa Code, the sentiments expressed in these views could best be characterized by the title of that Chapter, "County Home Rule Implementation."

The *alternative view* challenges the following assumptions.

- There is high value in having a statewide system with consistent policy and practice
- The legislation requiring all counties to participate in ESS through a 28E agreement is OK, because county recorders have control of ESS policy
- It is appropriate for ESS to establish standards for Iowa Land Records operations
- It is appropriate for ESS to establish standards for county interactions with ILR
- It is legitimate for the ESS Standards Subcommittee and the ESS Coordinating Committee to establish policies for ESS and Iowa Counties
- ILR is the “recorders” system, and the priority should be to make it the best possible application for all

There are specific examples which illustrate the desire of some to not conform to ESS and ILR practices. These relate to electronic recording and recording stamps.

- A county wishes to use the electronic recording mechanism provided by the local county service provider rather than the ILR E-Submission service.
- A county wishes to apply a recording stamp using the mechanism provided by the local county service provider rather than the ILR E-Submission service

Both would require changes to the ILR electronic recording API, and one could undermine the primary revenue stream supporting ESS and ILR. These are not just hypothetical possibilities.

The legislature hasn’t finished their business quite yet this year, and we do not yet know the outcome of this discussion in the 2025 legislative session. But it is not too soon to be thinking about how to address these competing ideas.

Here are a few questions that may stimulate discussion.

- How do you feel about the ESS Policies and Procedures? Do you feel that they are reasonable and necessary or are they unreasonable and burdensome?
- Some recorders have expressed a desire to have “options”. As you think about your county and about the other recorders you may represent from the association district, what “options” are people seeking”? What flexibility do county recorders want to have?
- Some recorders have expressed a desire to enable a private sector electronic recording service in their county. E-Submission customers could choose to use that alternative system instead of Iowa Land Records. Is that something you would like to do? Are there counties in your district who would like to do that?
- On the continuum representing the *ESS View* and the *alternative view* on either end, where do you see yourself?

- How do you feel about your role in the ESS governance process? Are you comfortable as a representative of the recorders in your district? When you decide to make a policy recommendation to the ESS Coordinating Committee, do you have an awareness that it could affect every county in your district and in the entire state?
- What adjustments or changes would you suggest for the ESS Standards Subcommittee going forward?



[Document Title]

Recorder's Cover Sheet

Preparer Information: (Individual's name, address and phone number)

Taxpayer Information: (Taxpayer's name and full mailing address)

Return Document To: (Name and full mailing address)

Grantors:

Grantees:



[Document Title]

Recorder's Cover Sheet

Preparer Information: (Individual's name, address and phone number)

Taxpayer Information: (Taxpayer's name and full mailing address)

Return Document To: (Name and full mailing address)

Grantors:

Grantees:

Recording Date: 11/11/2024 at 9:53:02.551 AM
Number:LL 2024-111102
Instr. LL Number: 2024-111102
County LL Recording Fee: \$7.00
IowaLL E-Filing Fee: \$3.00
Total Fee:LL \$10.00
Revenue LL Tax: \$0.00
Janelle Schneider RECORDERLLLL
BK: 2024 PG: 111102
Adair County, Iowa

[Document Title]

Recorder's Cover Sheet

Preparer Information: (Individual's name, address and phone number)

Taxpayer Information: (Taxpayer's name and full mailing address)

Return Document To: (Name and full mailing address)

Grantors:

Grantees:

<p>25-0323 RECORDED: 04/03/2025 02:40 PM RECORDING FEE: \$37.00 IOWA E-FILING FEE: \$3.00 COMBINED FEE: \$40.00 REVENUE TAX: \$0.00 MIRANDA BILLS, RECORDER AUDUBON COUNTY, IOWA</p>	<p>2025-04421 RECORDED: 04/03/2025 04:01:21 PM RECORDING FEE: \$12.00 IOWA E-FILING FEE: \$3.00 COMBINED FEE: \$15.00 REVENUE TAX: \$0.00 SANDIE L. SMITH, RECORDER BLACK HAWK COUNTY, IOWA</p>
<p>Document No. 2025-0496 RECORDED: 04/03/2025 10:45:40 AM RECORDING FEE: \$17.00 IOWA E-FILING FEE: \$3.00 COMBINED FEE: \$20.00 REVENUE TAX: \$0.00 CATHY VOITH, RECORDER CALHOUN COUNTY, IOWA</p>	<p>2025R00827 RECORDED: 04/03/2025 01:23:10 PM RECORDING FEE: 22.00 IOWA E-FILING FEE: 3.00 TOTAL FEE: 25.00 TRANSFER TAX: 0.00 JOSIE FETTKETHER, RECORDER CLAYTON COUNTY, IOWA</p>
<p>2025-01805 RECORDED: 04/03/2025 08:13:19 AM RECORDING FEE: 42.00 IOWA E-FILING FEE: 3.00 TOTAL FEE: 45.00 TRANSFER TAX: 0.00 SCOTT JUDD, RECORDER CLINTON COUNTY, IOWA</p>	<p>2025-04849 RECORDED: 04/03/2025 02:52:40 PM RECORDING FEE: \$17.00 IOWA E-FILING FEE: \$3.32 COMBINED FEE: \$20.32 REVENUE TAX: \$ RENAE ARNOLD, RECORDER DALLAS COUNTY, IOWA</p>
<p>2025-007959 RECORDED: 04/03/2025 04:05:08 PM RECORDING FEE: \$32.00 IOWA E-FILING FEE: \$3.00 COMBINED FEE: \$35.00 REVENUE TAX: \$0.00 CAROLYN SIEBRECHT, RECORDER LINN COUNTY, IOWA</p>	<p>2025-01578 RECORDED: 04/03/2025 03:13:00 PM RECORDING FEE: \$72.00 IOWA E-FILING FEE: \$3.00 COMBINED FEE: \$75.00 REVENUE TAX: \$0.00 DENISE ALLAN, RECORDER JASPER COUNTY, IOWA</p>
<p>2025-03274 RECORDED: 04/03/2025 02:56:00 PM RECORDING FEE: 12.00 IOWA E-FILING FEE: 3.00 TOTAL FEE: 15.00 TRANSFER TAX: 0.00 ANDREW MOATS, RECORDER POTTAWATTAMIE COUNTY, IOWA</p>	<p>2025-005923 RECORDED: 04/03/2025 03:54:00 PM RECORDING FEE: \$77.00 IOWA E-FILING FEE: \$3.00 COMBINED FEE: \$80.00 REVENUE TAX: \$0.00 RITA A. VARGAS, RECORDER SCOTT COUNTY, IOWA</p>
<p>Unique Doc ID: 2025_0403__251035 Recorded: 4/3/2025 at 10:17:20.0 AM County Recording Fee: \$7.00 Iowa E-Filing Fee: \$3.00 Combined Fee: \$10.00 Revenue Tax: \$0.00 Instr. Number: 251035 Erin Canfield, Recorder Boone County, Iowa</p>	<p>Instr. Number: 25-01337 Recorded: 4/3/2025 at 3:42:01.0 PM Total Pages: 1 County Recording Fee: \$7.00 Iowa E-Filing Fee: \$3.13 Combined Fee: \$10.13 Revenue Tax: Ann Ditsworth Recorder, Dickinson County, Iowa</p>

April 9, 2025

To: ESS Standards Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: Standard Recording Reference Numbers

Recently a question was raised about the proposed standard for the recording reference number. There seemed to be a suggestion that the idea was not fully or appropriately vetted through the planning process. If this is a feeling among ESS members, then it deserves further review.

The following provisions were included in Senate File 371.

Section 331.606, subsections 1 and 2, Code 2025, are amended to read as follows:

1. a. In addition to the information required in section 331.606B, subsection 2, section 558.49, and other requirements specified by law, the recorder shall note in the electronic county land record *information* system the date of recording of each instrument, the number, type, or title of the instrument, and the name of each grantor and grantee named in the instrument. When assigning reference numbers to documents or instruments, the recorder shall start with number one on the first working day of the calendar year and continue to number the instruments consecutively until the last working day of the calendar year. Reference numbers shall include only numbers, contain no more than six digits, and the county two-digit number and four-digit year must precede each reference number. The recorder may also assign a book and page number to documents and instruments.

[Provisions relating to associated references, parcel identification numbers, parse location information, and additional parcel identifiers are omitted from this memo. – See Senate File 371, Section 6, page 6 for more information about these topics.]

2. The recorder shall note in the index the exact hour, minute, and second of the recording of each document or instrument.

It was included in the modernization plan, in part, because it was believed that it would send a positive and clear message to stakeholders and policy makers that ESS and recorders were committed to implementing standards – a key justification for increasing the base recording fee. documents.

It is noteworthy that House File 328 includes a good number of formatting and indexing reforms that parallel the provisions Senate File 371, but these specific provisions have either been omitted or substantially modified.

“Normalizing” Reference Numbers History -

Establishing a standard recording reference numbering system is not a completely new idea. In 2011, when the ESS Policies and Procedures were first created, the following policy was adopted:

3.7(5) The county land record information system shall establish a standard specification of Unique Code Values for documents recorded on or after January 1, 2013. The Unique Code Values shall incorporate the following elements: County number, year of recording, and a document reference number assigned to each document in the County document indexing system.

In 2012, the was modified to read as follows:

3.7(5) The county land record information system shall encourage the adoption of specifications for Unique Code Values which incorporate the following elements: County number, year of recording, and a document reference number assigned to each document in the County document indexing system.

The change was a recognition that counties weren't quite ready to establish a true “standard” and the topic was deferred until another time.

Fast forward to January 2024 at the beginning of the fee policy and modernization planning process. A lot of ideas for “modernization” were generated to identify things that stakeholders might value and be willing to support an “investment” by way of the recording fee changes. A document titled “ICRA-ESS Modernization Initiatives” was created, and one of subheadings was “Modernize Document Formatting.” The idea of “normalizing future recording reference numbers” was included in that section. The concept was also highlighted as a discussion item in the January 23, 2024 Standards Subcommittee packet (see pages 36-37) and in the summary of that meeting.

This was again highlighted in the April 23, 2024, Standards Subcommittee packet (see page 37), the July 30, 2024, Standards Subcommittee packet (see page 24), the October 17, 2024, Standards Subcommittee packet (see page 32), and the January 23, 2025, Standards Subcommittee packet (see pages 15, 39 and 46).

As noted previously, if there is a feeling that this idea was not adequately vetted, then it deserves further review. Let's discuss it. Here are a few questions to start the conversation.

- Going forward, what are the potential benefits of having all counties follow a standard convention for formatting recording reference numbers?
- What are the reasons for retaining the status quo, meaning that each county would continue to establish their own format for assigning recording reference numbers?
- Is there any middle ground?

April 9, 2025

To: ESS Standards Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: Recording of Trade Name Documents

Recently a question was raised about the process for electronically recording Trade Name documents. I addressed this in a memo I had shared with the Association back on March 11, 2025. In various conversations I committed to bringing this topic to the Standards Subcommittee for review. Here is what I said on March 11.

Q. Why can't people submit trade name documents electronically for recording?

A. Trade name documents in fact can be submitted electronically for recording, likely using the document type "other. Any authorized submitter or submitter organization can file a trade name document for recording, and typically we would suggest that a businessperson work with their attorney or banker to get it submitted since they are likely to have an ILR E-Submission account.

What may be desired is a means for a person to go to a website and electronically submit documents without an established ILR account. On demand payment would be made with a credit or debit card. It is possible to do this, but to date ILR has shied away from this due to security and fraud-prevention concerns. If recorders are interested in pursuing this option, we can take the idea back through the Standards Subcommittee for review.

Discussion questions for the ESS Standards Subcommittee may include the following:

- What are your experiences with recording Trade Name documents? Do your customers express frustrations with Trade Name documents and electronic recording?
- Individuals and some small businesses may not have a frequent need to record documents, and they may or may not have a business relationship with a bank or attorney or other professional enabled for electronic recording. Is there a need for an alternative method for electronic recording?
- What are your thoughts about the possible creation of an online "on-demand" electronic recording service? The user would not have to set up a permanent account, but instead be allowed to submit documents for recording and make electronic payment using a credit or debit card?
- How important would it be for you to know that the identity of an "on-demand" electronic submitter had been authenticated in some way.?
- Would you want to require payment for an "on-demand" submission prior to completing the recording?
- What other questions do you have?

Senate File 371 - Introduced

SENATE FILE 371

BY KLIMESH

A BILL FOR

1 An Act concerning county recorder policies and procedures
2 including the imposition of fees and the establishment
3 of funds, and including transition and effective date
4 provisions.

5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 331.601A, Code 2025, is amended by adding
2 the following new subsections:

3 NEW SUBSECTION. 01. *“Additional parcel identifier”* means a
4 parcel letter or number designation approved by the auditor in
5 accordance with section 354.4, subsection 1, paragraph “a”, and
6 section 558.63.

7 NEW SUBSECTION. 1A. *“County land record management system”*
8 means the physical or hosted system maintained or licensed
9 by each county for recording documents, assigning recording
10 reference numbers, specifying recording times, maintaining
11 the database and index of records, and archiving physical and
12 electronic documents and generally providing recording services
13 as required in this part 3 of subchapter V and section 558.49.

14 NEW SUBSECTION. 3A. *“Electronic services system”* means the
15 organization formed under chapter 28E between the counties to
16 create and implement a statewide electronic county land record
17 information system as required by 2005 Iowa Acts, ch. 179,
18 §101, as amended by 2021 Iowa Acts, ch. 126, §2, and this Act.
19 *“Electronic services system”* also means the statewide electronic
20 system implemented to accept, manage, and make available
21 records filed with a county recorder.

22 NEW SUBSECTION. 7A. *“Parcel identification number”* means an
23 existing permanent real estate index number with related tax
24 maps as provided in section 441.29, subsection 2.

25 Sec. 2. Section 331.601A, subsections 3 and 7, Code 2025,
26 are amended to read as follows:

27 3. *“Electronic document”* means a document or instrument
28 that is received, processed, disseminated, or maintained in an
29 electronic format. The submission of an electronic document
30 through the ~~county land record information~~ electronic services
31 system electronic submission service shall be equivalent to
32 delivery of a document through the United States postal service
33 or by personal delivery at designated offices in each county.
34 Persons who submit electronic documents for recording are
35 responsible for ensuring that the electronic documents comply

1 with all requirements for recording.

2 7. "Page" means a writing, printing, or drawing, other than
3 a plat or survey or a drawing related to a plat or survey,
4 occurring on one side only and covering all or part of such
5 side, and not larger than eight and one-half inches in width
6 and fourteen inches in length. "Page" also includes a plat
7 of survey, as defined in section 355.1, subsection 9, or a
8 drawing related to a plat of survey occurring on one side only
9 and covering all or part of such side, with a width of not
10 larger than twenty-four inches and a length of not larger than
11 thirty-six inches.

12 Sec. 3. Section 331.603, subsection 5, paragraph a, Code
13 2025, is amended to read as follows:

14 a. ~~The governing board of the county land record information~~
15 ~~system shall not enter into an agreement to provide access~~
16 ~~to electronic documents or records on a batch basis.~~ The
17 county recorder may collect reasonable fees for access to
18 electronic documents and records pursuant to an agreement.
19 The fees shall not exceed the actual cost of providing access
20 to the electronic documents and records. "Actual cost" means
21 only those expenses directly attributable to providing access
22 to electronic documents and records. "Actual cost" shall
23 not include costs such as employment benefits, depreciation,
24 maintenance, electricity, or insurance associated with the
25 administration of the office of the county recorder ~~or the~~
26 ~~county land record information system.~~

27 Sec. 4. Section 331.604, Code 2025, is amended by striking
28 the section and inserting in lieu thereof the following:

29 **331.604 Recording and filing fees.**

30 1. a. Except as otherwise provided by state law, including
31 paragraph "b" of this subsection or section 331.605, the
32 recorder shall collect a fee of ten dollars for each page or
33 fraction of a page of an instrument that is physically or
34 electronically filed or recorded in the recorder's office. The
35 maximum recording fee for documents with fifty or more pages

1 is five hundred dollars.

2 *b.* A county shall not be required to pay a fee to the
3 recorder for filing or recording instruments. However, a
4 county treasurer is required to pay recording fees pursuant to
5 sections 437A.11 and 437B.7.

6 2. The treasurer, on behalf of the recorder, shall establish
7 and maintain a recorder's technology advancement fund into
8 which all moneys collected pursuant to subsection 3 shall be
9 deposited. Interest earned on moneys deposited in the fund
10 shall be credited to the recorder's technology advancement
11 fund. The recorder may collaborate with other entities,
12 boards, and agencies to further the purposes of subsection 3.

13 3. From the total fee paid for the recording of a document
14 or instrument pursuant to subsection 1, two dollars shall be
15 transferred to the recorder's technology advancement fund.
16 Moneys in the recorder's technology advancement fund must be
17 used for the following purposes:

18 *a.* Maintaining and improving equipment, software, and
19 systems.

20 *b.* Preserving and maintaining archived physical and
21 electronic documents and instruments.

22 *c.* Converting physical documents to electronic documents
23 and, if it is possible to index the documents during the
24 conversion to meet the requirements outlined in sections
25 331.606 and 558.49, indexing the documents.

26 *d.* Education and training for advancing technology.

27 4. The treasurer, on behalf of the recorder, shall establish
28 and maintain a recorder's electronic services system fund into
29 which all moneys collected pursuant to subsection 5 shall be
30 deposited. Interest earned on moneys deposited in the fund
31 shall be credited to the recorder's electronic services system
32 fund.

33 5. *a.* From the total fee paid for the recording of a
34 document or instrument pursuant to subsection 1, three dollars
35 shall be transferred to the recorder's electronic services

1 system fund. The recorder's electronic services system fund
2 must be used for the purposes outlined in section 331.605B,
3 subsection 1.

4 *b.* By the first day of each month, the treasurer shall
5 transfer the moneys deposited into the recorder's electronic
6 services system fund to an account in a financial institution
7 designated by the electronic services system.

8 6. The recorder or the electronic services system shall
9 make available any information required by the county auditor
10 or auditor of state concerning the moneys collected from
11 fees under this section and the uses for which such fees are
12 expended.

13 Sec. 5. Section 331.605B, Code 2025, is amended by striking
14 the section and inserting in lieu thereof the following:

15 **331.605B Electronic services system — fees collected —**
16 **liability.**

17 1. The governing board of the electronic services system
18 shall create and implement a statewide electronic county land
19 record management system for the following purposes:

20 *a.* Enable electronic filing to record documents.

21 *b.* Provide electronic access to recorded documents to the
22 public.

23 *c.* Receive electronic payments to process electronic
24 documents for recording.

25 *d.* Implement security and redaction systems to protect
26 personally identifiable information.

27 *e.* Integrate with other appropriate real property filing or
28 management systems.

29 *f.* Establish standards for processing, recording, indexing,
30 accessing, and archiving documents for electronic county land
31 record management systems and the electronic services system.

32 *g.* Develop a notification system to inform a user when
33 electronic filings or records are associated with the user's
34 name, identified property, or other recorded filing information
35 when applicable.

1 2. The electronic services system may collect a fee of not
2 more than three dollars per recorded document to receive and
3 process electronic documents for recording. An additional
4 service charge may be added for credit or debit card payments.
5 The moneys collected from fees to receive and process
6 electronic documents for recording shall be used for the
7 purposes specified in subsection 1. The electronic services
8 system shall collect only statutorily authorized fees for land
9 records management and shall not collect a fee for viewing,
10 accessing, or printing documents in the statewide electronic
11 county land record management system unless specifically
12 authorized by statute. The electronic services system shall
13 not provide access to electronic filings or records on a batch
14 basis.

15 3. Each county shall participate in the electronic services
16 system and shall comply with the policies and procedures
17 established by the governing board of the electronic services
18 system. The board of supervisors of each county, on behalf
19 of each county recorder, may vote to amend the chapter 28E
20 agreement with other counties to provide for the ongoing
21 implementation of the electronic services system as required
22 by 2005 Iowa Acts, ch. 179, §101, as amended by 2021 Iowa Acts,
23 ch. 126, §2, and this Act.

24 4. The electronic services system is a unit of local
25 government for purposes of chapter 670. However, a person
26 who has contracted with the governing board of the electronic
27 services system to carry out the duties of the board is not an
28 employee for purposes of chapter 670.

29 Sec. 6. Section 331.606, subsections 1 and 2, Code 2025, are
30 amended to read as follows:

31 1. a. In addition to the information required in section
32 331.606B, subsection 2, section 558.49, and other requirements
33 specified by law, the recorder shall note in the electronic
34 county land record management system the date of filing
35 recording of each instrument, the number and ~~character~~, type,

1 or title of the instrument, and the name of each grantor
2 and grantee named in the instrument. ~~In numbering the~~ When
3 assigning reference numbers to documents or instruments, the
4 ~~recorder may start with the number one immediately following~~
5 ~~the date of annual settlement with the board and continue to~~
6 ~~number them consecutively until the next annual settlement~~
7 ~~with the board or the recorder may~~ shall start with number one
8 on the first working day of the calendar year and continue to
9 number the instruments consecutively until the last working
10 day of the calendar year. Reference numbers shall include
11 only numbers, contain no more than six digits, and the county
12 two-digit number and four-digit year must precede each
13 reference number. The recorder may also assign a book and page
14 number to documents and instruments.

15 b. Associated and antecedent recording references shall be
16 indexed with the recorded document.

17 c. A parcel identification number shall be referenced if
18 known and shall not be modified unless the modification is
19 necessary to correct an error.

20 d. A legal description and parsed location information
21 shall be indexed if known. For platted land, the indexed
22 information shall include the lot, block, subdivision name,
23 city or township, and county. For unplatted land, the indexed
24 information shall include the section, township, range, and
25 quarter section. Indexing quarters of a quarter section is
26 recommended but not required.

27 e. Any additional parcel identifier shall be indexed as an
28 additional parcel identifier in the electronic services system.

29 2. The recorder shall ~~also~~ note in the index the exact
30 time hour, minute, and second of the ~~filing~~ recording of each
31 document or instrument.

32 Sec. 7. Section 331.606A, subsections 3 and 4, Code 2025,
33 are amended to read as follows:

34 3. *Redaction from electronic documents.* Personally
35 identifiable information that is contained in electronic

1 documents that are displayed for public access on an internet
2 site, or ~~which~~ that are transferred to any person, shall be
3 redacted prior to displaying or transferring the documents.
4 Each recorder that displays electronic documents and the
5 ~~county land record information~~ electronic services system that
6 displays electronic documents on behalf of a county shall
7 implement a system for redacting personally identifiable
8 information. The recorder and the governing board of the
9 ~~county land record information~~ electronic services system shall
10 establish a procedure by which individuals may request that
11 personally identifiable information contained in an electronic
12 document displayed on an internet site be redacted, at no
13 fee to the requesting individual. ~~The requirements of this~~
14 ~~subsection shall be fully implemented not later than December~~
15 ~~31, 2011.~~

16 4. *Dissemination of documents.* Persons who have contracted
17 with a county recorder or the governing board of the ~~county~~
18 ~~land record information~~ electronic services system to redact
19 personally identifiable information from electronic documents
20 pursuant to [subsection 3](#) shall not sell, transfer, or otherwise
21 disseminate the electronic documents in an unaltered or
22 redacted form, except as provided for in the contract.

23 Sec. 8. Section 331.606A, subsection 7, Code 2025, is
24 amended by striking the subsection and inserting in lieu
25 thereof the following:

26 7. *Redaction of names.* Upon request by a peace officer,
27 as defined in section 801.4, civilian employee of a law
28 enforcement agency, or state or federal judicial officer
29 or state or federal prosecutor, the county assessor or the
30 county assessor's staff, or the county recorder or the county
31 recorder's staff, shall redact the requestor's name contained
32 in electronic documents that are displayed for public access
33 through an internet site. Upon request by a former peace
34 officer, as defined in section 801.4, or a former civilian
35 employee of a law enforcement agency, the county assessor or

1 the county assessor's staff, or the county recorder or the
2 county recorder's staff, may redact, upon the presentation of
3 evidence that a compelling safety interest is served by doing
4 so, the requestor's name contained in electronic documents that
5 are displayed for public access through an internet site. This
6 subsection does not apply to a requestor holding or seeking
7 public office. The county assessor and the county recorder
8 shall implement a process without charging a fee to facilitate
9 requests pursuant to this subsection.

10 Sec. 9. Section 331.606B, subsection 1, Code 2025, is
11 amended to read as follows:

12 1. ~~Except as otherwise provided in subsection 7, the county~~
13 ~~recorder shall refuse any document or instrument presented~~
14 ~~for recording~~ To ensure that recorded documents are legible
15 and contain all required information in order to facilitate a
16 permanent record that can be properly archived and indexed, a
17 recorder may decline to record a document or instrument that
18 does not meet the following requirements:

19 a. Each document or instrument shall consist of one or
20 more individual pages ~~not permanently bound or in a continuous~~
21 ~~form.~~ For purposes of this paragraph, "continuous form"
22 means individual one-sided pages. A physical document or
23 instrument presented for filing shall not have any attachment
24 be permanently bound, stapled, taped, or otherwise affixed
25 to any page except as necessary to comply with statutory
26 requirements and must contain text or graphics on only one
27 side. ~~However, the~~ The individual pages of a physical document
28 or instrument may be stapled clipped together for presentation
29 for recording. A physical document or instrument containing a
30 label that is firmly attached with a bar code or return address
31 may be accepted for recording.

32 b. All ~~preprinted~~ text shall must be legible and the font
33 at least eight ten point in size and no more than twenty
34 characters and spaces per inch, except that the font may be
35 eight point in size if the document is a plat or survey. All

1 ~~other text typed or computer generated, including but not~~
2 ~~limited to all names of parties to an agreement, shall be at~~
3 ~~least ten point in size and no more than sixteen characters~~
4 ~~and spaces per inch. If a document or instrument, other than~~
5 ~~a plat or survey or a drawing related to a plat or survey,~~
6 ~~presented for recording contains type smaller than eight point~~
7 ~~type for the preprinted text and ten point type for all other~~
8 ~~text, the document or instrument shall be accompanied by an~~
9 ~~exact typewritten or printed copy that meets the requirements~~
10 ~~of this section.~~

11 c. Each document shall be of sufficient legibility to
12 produce a clear reproduction. ~~If a A~~ document or instrument,
13 other than a plat or survey or a drawing related to a plat or
14 survey, that is not fully or partially sufficiently legible
15 to produce a clear reproduction, ~~the document or instrument~~
16 ~~shall be accompanied by an exact typewritten or printed copy~~
17 ~~that meets the type size requirements of paragraph "b" and~~
18 shall a legible copy of the full or partial page, which will be
19 recorded contemporaneously as additional pages of the document
20 or instrument.

21 d. ~~Each A~~ physical document or instrument, ~~other than a plat~~
22 ~~or survey or a drawing related to a plat or survey, shall must~~
23 be on standard white paper of not less than twenty pound weight
24 without watermarks or other visible ~~inclusions~~ markings. All
25 ~~text within the document or instrument shall be of sufficient~~
26 ~~color and clarity to ensure that the text is readable when~~
27 ~~reproduced from the record.~~

28 e. All signatures on a document or instrument shall be in
29 black or dark blue ink and ~~of sufficient color and clarity to~~
30 ~~ensure that the signatures are readable~~ discernible when the
31 document or instrument is reproduced from the record. The
32 corresponding name ~~shall must~~ be typed, printed, or stamped
33 beneath the original signature. The ~~typing or printing of a~~
34 name or ~~the application of an~~ embossed or inked stamp shall
35 not cover or ~~otherwise~~ materially interfere with any part

1 of the document or instrument except ~~where~~ when provided by
2 law. Failure to print ~~or type~~ signatures as provided in this
3 paragraph does not invalidate the document or instrument.

4 *f.* The first page of each document or instrument, other than
5 a plat or survey or a drawing related to a plat or survey, shall
6 have a top margin of at least ~~three inches of vertical space~~
7 ~~from left to right which shall be reserved~~ one-half of one
8 inch. If the document or instrument does not include a cover
9 page, then there must be a blank rectangular space with the
10 dimensions of three and three-fourths inches in width and two
11 and one-half inches in height adjacent to the top margin on the
12 first page and designated for the recorder's use. All other
13 margins on the document or instrument shall be a minimum of
14 three-fourths of one inch. Nonessential information including
15 but not limited to form numbers, page numbers, or customer
16 notations may be placed in a margin except the top margin. The
17 recorder shall not incur any liability for not showing a seal
18 or information that extends beyond the margin of the permanent
19 archival record.

20 *g.* ~~Each~~ A document or instrument presented for recording
21 ~~shall meet the requirements of section 331.606A, subsection 2~~
22 not include personally identifiable information unless redacted
23 in accordance with section 331.606A, subsection 3.

24 Sec. 10. Section 331.606B, subsection 2, unnumbered
25 paragraph 1, Code 2025, is amended to read as follows:

26 Each document or instrument, other than a plat or survey or
27 a drawing related to a plat or survey, that is presented for
28 recording shall contain the following information on the first
29 page ~~below the three-inch margin~~ or on a cover page:

30 Sec. 11. Section 331.606B, subsection 2, paragraphs a, d,
31 and i, Code 2025, are amended to read as follows:

32 *a.* The name, address, and either the telephone number or
33 email address of the individual who prepared the document, or
34 the contact information for an individual familiar with the
35 document or instrument who is able to address questions from

1 the recorder.

2 *d.* The title or type of the document or instrument.

3 *i.* ~~A document or instrument number for statutory~~
4 ~~requirements~~ Associated and antecedent recording references,
5 if applicable.

6 Sec. 12. Section 331.606B, subsection 3, Code 2025, is
7 amended to read as follows:

8 3. A cover page meeting the requirements of section
9 331.606B, subsection 1, may be included with the document
10 or instrument and will be recorded contemporaneously as an
11 additional page of the document or instrument. If insufficient
12 space exists on the first page or the cover page for all of the
13 information described in subsection 2, the person presenting
14 the document for recording must identify on the first page
15 or the cover page a page reference of for the document or
16 instrument where the required information ~~is located shall be~~
17 ~~noted on the first page~~ can be located.

18 Sec. 13. Section 331.606B, subsection 4, Code 2025, is
19 amended by striking the subsection and inserting in lieu
20 thereof the following:

21 4. A recording of a document or instrument evidencing a
22 transaction for the conveyance or assignment of property,
23 transactions related to the property's financing, or a release
24 of a legal or financial obligation on the property applies
25 solely to the parties identified and participating in the
26 recorded transaction and not any other party concerning any
27 other transaction.

28 Sec. 14. Section 331.606B, subsection 6, Code 2025, is
29 amended to read as follows:

30 6. A physical document or instrument ~~rejected~~ declined
31 for recording by a recorder shall be returned to the preparer
32 or presenter accompanied by an ~~explanation of~~ the reason
33 for ~~rejection~~ declining the document or instrument and any
34 information necessary to correct the defect. A person who
35 files an electronic document or instrument declined for

1 recording by a recorder shall be notified by the recorder that
2 the document or instrument has been declined, the reason the
3 document or instrument has been declined, and any information
4 necessary to correct the defect. If the recording fee for an
5 electronic document or instrument was calculated and processed
6 incorrectly, the person who filed the document or instrument
7 shall be notified of the error and the reason for the fee
8 adjustment by the recorder.

9 Sec. 15. Section 331.606B, subsection 7, Code 2025, is
10 amended by striking the subsection.

11 Sec. 16. NEW SECTION. **331.612 Recording of surveys.**

12 1. Notwithstanding section 331.606B, the following
13 document or document formatting standards shall apply to
14 surveys submitted by licensed professional land surveyors for
15 recording:

16 *a.* All text must be legible and the font at least eight
17 point in size.

18 *b.* All text font, signatures, and drawings must have
19 sufficient weight, contrast, and darkness to produce a clear
20 reproduction.

21 *c.* Physical documents submitted to a county for recording
22 shall be on standard white paper without watermarks or other
23 visible markings and shall have dimensions no greater than
24 eleven by seventeen inches. Notwithstanding the dimensions
25 specified for physical documents in this section, a physical
26 document with dimensions no greater than twenty-four inches by
27 thirty-six inches may be submitted to the county if the county
28 is able to scan or digitize the document while maintaining
29 the original scale and quality of the document as specified
30 in paragraphs "a" and "b". Electronic documents submitted to
31 a county for recording through the electronic services system
32 shall have dimensions no greater than twenty-four inches by
33 thirty-six inches.

34 *d.* The survey must contain an index legend as outlined in
35 subsection 2.

1 e. A survey must provide a cover page or a blank rectangular
2 space on the first page with the dimensions of three and
3 three-fourths inches in width and two and one-half inches in
4 height designated for the recorder's use.

5 2. A survey must contain an index legend consisting of a
6 compact table or a grid with lines that provides the following
7 information:

8 a. County name.

9 b. For platted land, the index information shall include
10 the additional parcel identifier, if applicable; lot or unit;
11 block; unabbreviated subdivision name; town, city, or county;
12 section; township; and range. For unplatted land, the indexed
13 information shall include the additional parcel identifier,
14 if applicable, section, township, range, and quarter section.
15 Indexing quarters of a quarter section is recommended but
16 not required. Subdivision plats, acquisition plats, and
17 retracement plats of survey shall reference the existing
18 auditor's parcel designation in accordance with section 354.4,
19 subsection 1, paragraph "a". A plat of survey shall reference
20 the approved auditor's parcel designation in accordance with
21 section 354.4, subsection 1, paragraph "a".

22 c. The parcel identification number and additional parcel
23 identifier, if applicable.

24 d. Proprietor's name.

25 e. Requester's name.

26 f. Associated reference numbers for previously recorded
27 surveys.

28 g. The surveyor's name, address, and phone number or email
29 address.

30 h. Information necessary for the county recorder to return
31 the survey document.

32 i. If the survey document is a monument preservation
33 certificate, the name of the government entity requesting the
34 certification in accordance with section 355.6A.

35 Sec. 17. Section 354.18, subsection 2, Code 2025, is amended

1 to read as follows:

2 2. The recorder shall examine each plat of survey and
3 subdivision plat to determine whether the plat is clearly
4 legible and whether the approval by the applicable governing
5 body and the other attachments required by **this chapter** are
6 presented with the plat. The recorder shall also keep a
7 reproducible physical or electronic copy of the plat from
8 which legible copies can be made. ~~The~~ When a physical plat is
9 presented for recording, the recorder may specify the material
10 and the size of the plat, accepted for recording as long as the
11 document is not less than eight and one-half inches in width by
12 eleven inches, that will be accepted for recording in order to
13 comply with **this section** in height. The recorder must accept a
14 plat or subdivision plat meeting the requirements of section
15 355.7, 355.7A, or 355.8, respectively, submitted electronically
16 through the electronic services system. The recorder shall not
17 record a subdivision plat that violates **this chapter**.

18 Sec. 18. Section 355.6A, subsection 4, paragraphs a and b,
19 Code 2025, are amended to read as follows:

20 a. The monument preservation certificate shall be filed with
21 the county recorder pursuant to ~~section 331.606B, subsection~~
22 5 section 331.612, subsection 2, paragraph "i", no later than
23 thirty days after the certificate is signed by the surveyor.

24 b. The county recorder shall index the monument preservation
25 certificate according to the township, range, section number,
26 and quarter section ~~on~~ in which the monument is located ~~within~~.
27 If the monument is located within an official plat, the county
28 recorder shall also index the certificate alphabetically by the
29 official plat name.

30 Sec. 19. Section 355.6A, subsection 4, paragraph c, Code
31 2025, is amended by striking the paragraph.

32 Sec. 20. Section 355.12, Code 2025, is amended to read as
33 follows:

34 **355.12 Indexing of survey documents by recorder.**

35 The recorder shall index survey documents and United States

1 public land corner certificates submitted in accordance with
2 section 331.612, subsection 2, paragraph "b", by township,
3 range, and section number. If the survey is in a recorded
4 subdivision, the recorder shall also index the document
5 alphabetically by subdivision name.

6 Sec. 21. Section 670.2, subsection 2, Code 2025, is amended
7 to read as follows:

8 2. For the purposes of **this chapter**, "employee" includes a
9 person who performs services for a municipality whether or not
10 the person is compensated for the services, unless the services
11 are performed only as an incident to the person's attendance
12 at a municipality function. "Employee" does not include
13 contractors employed by the governing board of the electronic
14 services system to provide services in accordance with section
15 331.605B.

16 Sec. 22. 2005 Iowa Acts, chapter 179, section 101,
17 subsection 1, as amended by 2021 Iowa Acts, chapter 126,
18 section 2, is amended to read as follows:

19 1. The board of supervisors of each county, on behalf of
20 each county recorder, shall execute a **chapter 28E** agreement
21 with the other counties for the implementation of the ~~county~~
22 land record information electronic services system to create
23 and implement a statewide electronic county land record
24 information system.

25 Sec. 23. TRANSITION. Any moneys remaining in each county's
26 county recorder's records management fund, as described in
27 section 331.604, subsection 2, paragraph "a", Code 2025, as
28 of the effective date of this Act shall be transferred to the
29 respective county's recorder's technology advancement fund, as
30 described in section 331.604, subsection 2, as amended by this
31 Act. Any moneys remaining in each county's county recorder's
32 electronic transaction fund, as described in section 331.604,
33 subsection 3, paragraph "c", Code 2025, as of the effective
34 date of this Act shall be transferred to the respective
35 county's recorder's electronic services system fund, as

1 described in section 331.604, subsection 4, as amended by this
2 Act. Any moneys remaining in the local government electronic
3 transaction fund, as described in section 331.604, subsection
4 3, paragraph "d", Code 2025, after the effective date of this
5 Act are appropriated to the treasurer of state to be used by
6 the treasurer of state to assist the governing board of the
7 electronic services system in accomplishing the purposes stated
8 in section 331.605B, subsection 1, as amended by this Act.

9 Sec. 24. EFFECTIVE DATE. The following takes effect January
10 1, 2026:

11 The portion of the section of this Act amending section
12 331.606, subsection 1.

13 EXPLANATION

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

16 This bill relates to certain required document criteria to
17 file documents and instruments with county recorders, fees
18 paid for recording documents, funds created for recorders and
19 the electronic services system and associated authorization
20 for spending moneys in those funds for certain purposes, the
21 creation of the electronic services system, organized by
22 an agreement pursuant to Code chapter 28E (28E agreement),
23 and the electronic filing system used to accept, manage,
24 and make available county recorder filings electronically.
25 Under current law, county recorders are required to execute
26 a 28E agreement with other counties to implement a county
27 land record information system in accordance with 2005 Iowa
28 Acts, chapter 179, section 101, subsection 1, as amended by
29 2021 Iowa Acts, chapter 126, section 2. The bill amends this
30 provision to require county recorders to enter into a 28E
31 agreement to create and implement the electronic services
32 system, a statewide electronic county land record information
33 system. The bill defines "electronic services system" as the
34 organization formed under the 28E agreement. The electronic
35 services system is also the name of the actual electronic

1 system implemented to accept, manage, and make available
2 records filed with a county recorder.

3 Several sections of Code chapter 331, subchapter V,
4 part 3, pertaining to the county recorder are amended to
5 specify certain requirements for documents or instruments
6 submitted to a county recorder for filing either in person
7 or electronically. Many of these requirements pertain to
8 required recording references, indexing, formatting, text,
9 margin sizes, and document size limitations with an emphasis on
10 legibility. References to the county land record information
11 system are removed throughout Code chapter 331 and replaced
12 with "electronic services system".

13 Under current law, in addition to the \$5 county recorders
14 collect for each page of a document or instrument filed in
15 the county recorder's office, \$1 is collected for the county
16 recorder's records management fund, and \$1 is collected for
17 the county recorder's electronic transaction fund. The bill
18 changes the fees to a flat fee of \$10 for each page filed or
19 recorded in the recorder's office, with a maximum recording fee
20 of \$500 for 50 or more pages filed. From the total fee of \$10
21 per page of a document or instrument filed with a recorder, \$2
22 is transferred to the recorder's technology advancement fund
23 and \$3 is transferred to the recorder's electronic services
24 system fund.

25 The bill eliminates the county recorder's records management
26 funds and creates recorder's technology advancement funds to
27 be used for the following purposes: maintaining and improving
28 equipment, software, and systems; preserving and maintaining
29 archived physical and electronic documents or instruments;
30 converting physical documents to electronic documents; and
31 education and training for advancing technology. The bill
32 eliminates the county recorder's electronic transaction funds
33 and creates recorder's electronic services funds. By the first
34 day of each month, the treasurer shall transfer the moneys
35 deposited into the recorder's electronic services system fund

1 to an account in a financial institution designated by the
2 governing board of the electronic services system to be used
3 as outlined in new Code section 331.605B for the following
4 purposes: to enable electronic filing for recording documents;
5 to provide electronic access to recorded public documents; to
6 receive electronic payments to process electronic documents
7 for recording; to implement security and redaction systems to
8 protect personally identifiable information; to integrate with
9 other appropriate real property filing or management systems;
10 to establish standards for processing, recording, indexing,
11 accessing, and archiving documents for electronic county land
12 record management systems; and to develop a notification system
13 for users when electronic filings or records are associated
14 with the user's name, property, or other recorded filing
15 information. The recorder or the electronic services system
16 shall make available any information required by the county
17 auditor or auditor of state concerning the moneys collected
18 from fees and the uses for which such fees are expended.

19 The county treasurer must transfer moneys remaining in the
20 county recorder's records management fund to the recorder's
21 technology advancement fund and moneys remaining in the county
22 recorder's electronic transaction fund to the recorder's
23 electronic services fund on the effective date of the bill.
24 The bill provides that any moneys remaining in the local
25 government electronic transaction fund after the effective date
26 of the bill are appropriated to the treasurer of state to be
27 used by the treasurer of state to assist the governing board of
28 the electronic services system in accomplishing the purposes
29 stated in Code section 331.605B(1).

30 The electronic services system may collect a fee of not more
31 than \$3 per recorded document, along with any service charges
32 associated with a credit or debit card payment, to receive and
33 process a document or instrument. Moneys collected from these
34 fees by the electronic services system must be used for the
35 same purposes as the recorder's electronic services fund. The

1 electronic services system cannot charge a fee for viewing,
2 accessing, or printing records and cannot provide access to
3 records on a batch basis.

4 The bill limits tort liability of government subdivisions
5 by excluding contractors hired by the governing board of the
6 electronic services systems from government employees.

7 The bill creates a process for a county recorder to decline
8 acceptance of a physical or electronic document and to provide
9 information to the filer to correct the defect. A recorder's
10 ability to collect an additional recording fee of \$10 per
11 document to accept nonconforming documents is eliminated.

12 The information required to be included by a recorder
13 who is filing and indexing documents or instruments into the
14 electronic county land record management system is outlined
15 and includes how reference numbers must be determined and
16 applied to filings each calendar year, the use of only numeric
17 references containing no more than six digits preceded by
18 a county two-digit code and four-digit year, and indexing
19 requirements for certain recorded documents associated with
20 the recording. Additionally, the following shall be indexed
21 if known: a parcel identification number; a legal description
22 and parsed location information including platted and
23 unplatted information; and any additional parcel identifiers
24 used by a county auditor. The indexing and recording
25 requirements outlined in the bill take effect January 1, 2026.
26 Additionally, a recorder must note in the index the exact hour,
27 minute, and second a document or instrument is recorded.

28 The bill provides for the recording of surveys in new Code
29 section 331.612. Specific text sizing and formatting along
30 with page sizing, index legend requirements, and other required
31 information for surveys, plats, subdivision plats, and monument
32 preservation certificates, with an emphasis on legibility,
33 are provided. The recorder must accept a plat or subdivision
34 plat that meets the requirements outlined in Code section
35 355.7, 355.7A, or 355.8 submitted electronically through the

S.F. 371

1 electronic services system. The bill also provides for the use
2 of cover pages when submitting the information required in Code
3 section 331.606B(2) and outlines the location on the first page
4 where the information must be provided when filing a document
5 with the county recorder along with providing guidelines for
6 including designated space for a county recorder's use.

Section 558.49 is amended to read as follows:

558.49 Index records.

The recorder must shall keep index records to show the following:

1. Each grantor.
2. Each grantee.
3. The date and time when the instrument was ~~filed with~~ recorded by the recorder.
4. The date of the on which the document or instrument was executed by the parties, to the extent practicable. If there is a variance in the date of execution by the parties, the most recent date shall be indexed.
5. The nature of the instrument, as indicated by the title or type of the document or instrument.
6. The document reference number where the record of the instrument may be found.
7. The parsed description of the real estate affected by the document or instrument, as indicated by the location information including the quarter section, section, township, and range, or the section, lot, block, subdivision name and city, town or county, if platted.
8. Any recording reference number of an associated, recorded document or instrument, when present on a document submitted for recording.
9. The parcel identification number, when present on a document submitted for recording.

DRAFT