



*The Key To Document Recording*

## **ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING, dated \_\_\_\_\_, is between eRecording Partners Network, LLC, a Minnesota limited liability company, with a corporate office located at 6111 W. Plano Parkway, Suite 3800, Plano, Texas 75093 (“ePN”) and \_\_\_\_\_ (“County”) with an address of \_\_\_\_\_  
Weber County  
2380 Washington Blvd. #370, Ogden, UT 84401.

ePN offers a national electronic recording service to function as a trusted third party for title insurance companies, attorneys, mortgage bankers, full-service banks and other trusted entities to submit electronic documents to government entities for recording.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper-based documents (“**Electronic Recording**”) and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

### **Program Eligibility**

Title insurance companies, attorneys, mortgage bankers, full-service banks and other trusted entities may directly or through a trusted third-party provider submit real property records for electronic recording. Electronic recordation pursuant to state law mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties to the Electronic Recording transaction desire to operate and maintain a secure recording system which provides some safeguards for interested parties to the Electronic Recording from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between ePN and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording to ePN or any of its licensees.

### **County Requirements**

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding.



- **Attachment A** contains the County address and contact information.
- **Attachment B** contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment. ePN acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.
- **Attachment C** contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the Electronic Recording transactions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify ePN with a choice of using a courier service or waiting until the problem has been remedied.
- **Attachment D** provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County bank account.

### **ePN Responsibilities**

ePN acknowledges that Electronic Recording permits it and/or its licensees to prepare, sign and/or transmit in electronic formats documents and business records. The document or record shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents. Where the document or record bears a digital or electronic signature, said document or record shall be given the same presumption of validity as paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, ePN and/or its licensees intend to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, ePN and/or its licensees intend to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

### **General Terms**

The County will not incur any liability for the information electronically transmitted by ePN and/or its licensees. Should a dispute or legal action arise concerning an electronic transaction, the County



will be held harmless and not liable for any damages which may be awarded against ePN. ePN does not agree to indemnify County for actions or inactions of the County, including any damages awarded against the County for its own acts or omissions. Further, ePN does not agree to provide legal representation for the County for any actions brought against the County related to any Electronic Recording.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither ePN nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

ePN and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

The County recognizes in many Electronic Recording transactions, ePN's licensees will be utilizing ePN's electronic recording solution and ePN will not be the actual entity recording the document or record. In the case of a dispute related to the authenticity of a document or record presented in an Electronic Recording transaction by one of ePN's licensees, the County agrees to not suspend or disable all of ePN's access to the Electronic Recording Program, but, rather, agrees to notify ePN of the issue so the access of the licensee may be suspended or disabled as required by the County. ePN will not be liable for defective documents or records recorded by its licensees while utilizing the Electronic Recording Program.

Either party may terminate this Memorandum of Understanding for any reason by providing thirty (30) days written notice of termination.

**ePN Contact Information:**

Pamela Trombo  
Vice President, Product  
888-325-3365 ext. 11240  
[Pam@GOePN.com](mailto:Pam@GOePN.com)

ePN Support  
888-325-3365 ext. 1  
[Support@GOePN.com](mailto:Support@GOePN.com)

ePN Accounting  
888-325-3365  
[Accounting@GOePN.com](mailto:Accounting@GOePN.com)



**Agreed and Accepted:**

**eRecording Partners Network**

Pamela Trombo  
Signature

Name: Pamela Trombo

Title: VP, Product

Date: 12/8/2023

**County of:**

Weber County

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Attachment A**

**County Contact Information**

**Daily eRecording Contact:**

Name: Debbie Christensen  
Title: Front Office Manager  
Address: 2380 Washington BLVD 3rd Floor  
City, State, Zip Code: Ogden, UT 84401  
Email: DChristensen@WeberCountyUtah.Gov  
Phone Number: 8013998442

**Secondary eRecording Contact:**

Name: Bahy Rahimzadegan  
Title: Chief Deputy  
Email: BRahimzadegan@webercountyutah.gov  
Phone Number: 8013998075

**Accounting Contact:**

Name: Lynelle Jensen  
Title: Treasurers Office  
Email: LJensen@WeberCountyUtah.Gov  
Phone Number: 8013998456







**Attachment D**

**Payment Instructions**

**Authorization Agreement for Direct Deposits  
(ACH CREDITS)**

Weber County

**County**

87-6000308

**County ID Number (TAX ID)**

I (We) hereby authorize eRecording Partners Network LLC, herein after called COMPANY, to initiate CREDIT entries and/or correction entries to our  CHECKING  SAVINGS account (select one) indicated below at the depository named below, herein after called DEPOSITORY.

Wells Fargo Bank Northwest N.A.	299 S Main Street
_____ Depository Name/Bank Name	_____ Branch
Salt Lake City	UT
_____ City	_____ State
124002971	730018934
_____ Bank Transit / ABA Number ( 9 digits )	_____ Account Number

This authorization is to remain in full force until ePN has received written notification from me (or either or us) of its termination in such manner as to afford ePN and DEPOSITORY reasonable opportunity to act upon it.

John B Bond	Weber County Treasurer
_____ Name(s)	_____ Title
<i>John B Bond</i>	<i>1 December 2023</i>
_____ Signature	_____ Date

Names and email addresses of recipients of nightly ACH report:

Name: <u>Debbie Christensen</u>	Email: <u>DChristensen@WeberCountyUtah.Gov</u>
Name: <u>Selena Delgado</u>	Email: <u>SDelgado@WeberCountyUtah.Gov</u>
Name: _____	Email: _____

**\*To be retained in ePN File until termination\***



Document Type

Affidavit & Death Certificate

Begin typing to search

- Affidavit & Death Certificate
- Appointment of Successor Trustee
- Assignment
- Deed
- Deed of Trust
- Federal Tax Lien
- Judgement
- Notice of Default
- Notice of Lien

Document Type

Affidavit & Death Certificate

Begin typing to search

- Notice of Lien
- Other
- Personal Representatives Deed
- Quit Claim Deed
- Reconveyance
- Release of Federal Tax Lien
- Release of Judgement
- Release of Lien
- Request for Notice
- Special Warranty Deed

Document Type

Affidavit & Death Certificate

Begin typing to search

- Special Warranty Deed
- Subordination Agreement
- Substitution of Trustee
- Substitution of Trustee / Reconveyance
- Substitution of Trustee / Request / Reconveyance
- Trust Deed
- Trustees Deed
- Warranty Deed
- ZZZZ

## WEBER COUNTY - OFFICE HOURS AND HOLIDAYS

### Weber Center

[2380 Washington Blvd.](#)  
[Ogden, Utah 84401](#)

- [Weber County Home](#)
- [Cities and Towns](#)
- [Department Directory](#)
- [Disclaimer](#)
- [Grama Records Request](#)
- [Holiday Schedule](#)
- [Online Services](#)
- [Social Media](#)

### Office Hours

8:00 a.m. to 5:00 p.m. Monday to Friday

### 2024 Holidays

County offices will be closed during or in observance of the following holidays.

<b>New Year's Day (Observed)</b>	January 1 <sup>st</sup> 2024
<b>Martin Luther King, Jr. Day</b>	January 15 <sup>th</sup>
<b>President's Day</b>	February 19 <sup>th</sup>
<b>Memorial Day</b>	May 27 <sup>th</sup>
<b>Juneteenth</b>	June 19 <sup>th</sup>
<b>Independence Day</b>	July 4 <sup>th</sup>
<b>Pioneer Day</b>	July 24 <sup>th</sup>
<b>Labor Day</b>	September 2 <sup>nd</sup>
<b>Veteran's Day</b>	November 11 <sup>th</sup>
<b>Thanksgiving</b>	November 28 <sup>th</sup> and 29 <sup>th</sup>
<b>Christmas</b>	December 24 <sup>th</sup> (1/2 Day) and 25 <sup>th</sup>
<b>New Year's Eve</b>	December 31 <sup>st</sup> (1/2 Day)

### WEBER COUNTY, UTAH

Founded in 1850, Weber County occupies a stretch of the Wasatch Front, part of the eastern shores of the Great Salt Lake, and much of the rugged Wasatch Mountains.

### ADDRESS

Weber Center  
2380 Washington Blvd  
Ogden, Utah 84401

 FACEBOOK

 TWITTER

 INSTAGRAM

 YOU TUBE