



Memorandum of Understanding For Electronic REET

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between **Cowlitz County** ("County"), a municipal corporation of the State of Washington and **Simplifile** ("Company"), a Utah limited liability company with offices at 4844 North 300 West, Suite 202, Provo, UT 84604.

Cowlitz County desires to offer processing of real estate excise tax and supporting documents by electronically receiving and transmitting them electronically in substitution for conventional paper affidavits and documents 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. Company facilitates (through its proprietary technology or otherwise) a process to submit documents to be recorded electronically by County through a secure portal.

This Agreement outlines the requirements of electronically recording documents to assure that recording transactions submitted to County by or through Company are legally valid and enforceable.

For purposes of this Memorandum of Understanding, and in consideration of the mutual terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Electronic REET is defined based on the level of automation and structure of the transaction. The four levels of automation are as follows:

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

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

Level 3 Submitting organizations transmit "Smart" documents which have been created, signed and notarized electronically along with the electronic indexing information. Indexing

data is provided as an accommodation to County but should not be cause for rejecting a document submitted for recording. Proper indexing of received documents remains the responsibility of the County. Electronic signatures must comply with UETA, URPERA and E-SIGN specifications. County performs an electronic examination of the electronic documents and indexing information then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to the Company.

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

Program Requirements

Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property reet records for electronic recording. Electronic REET mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic REET transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the County and "Company" to facilitate a safe and secure Electronic Reet relationship.

Participation in the Electronic REET program is voluntary and the decision to do so is a business judgment. Companies electing not to participate will receive service at the same level prevailing at the outset of the program.

There will be no added fees or costs of any kind charged by the County for Electronic REET.

County Duties and Requirements

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

Attachment A defines the Technical Specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by County. Company agrees to provide the transmission to the County following the specifications outlined. Company understands that the specifications may change from time to time. In the event changes to the specification are required, the County will provide a written notice to the Company within a reasonable timeframe.

Attachment B contains the Document and Indexing Specifications for the Electronic REET 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. Company 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 REET 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 interfere with the normal course of business, the County will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied.

Attachment D provides the Payment Options Supported for the Electronic REET program. For the use of Escrow Accounts, this attachment defines the setup requirements and usage along with the reconciliation reporting provided to the Company for transactions process through the Escrow Account

Company Duties and Responsibilities

Company acknowledges that Electronic REET permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

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

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, Company shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The Company and its employees attest to the accuracy and completeness and conformity of the paper originals to the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic REET Program. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

Company is responsible for the costs of the system or services provided by a third party that enables Company to meet the Electronic REET Program requirements.

General Understanding

The County will not incur any liability for the information electronically transmitted by the Company.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic REET by or through Company.

Neither the County nor Company 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 REET transmission or receipt. However, nothing contained herein waives or is intended to waive any protections that may be applicable to County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability of County or such related parties that are provided by law.

This Agreement shall not be deemed to create a partnership between Company and County in their respective endeavors or otherwise, nor cause them to be considered joint ventures or members of any joint enterprise. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties of this Agreement. There are no third party beneficiaries of this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

The County and Company will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic REET through either negotiation or non-binding mediation prior to initiating litigation.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. If mailed, such notice shall be deemed received when deposited in the United States mail, first class postage prepaid. If transmitted by electronic messaging, facsimile or other wire or wireless communication, such notice shall be deemed received when the transmission is complete.

The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law. Either party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God, or governmental action.

The terms and provisions of any attached exhibits are hereby incorporated in this Agreement by reference. This Agreement contains the parties' entire agreement concerning the approved procedures for electronic recording with Receiver by or through Company; provided, however, that if County and Company also have entered into any written agreement (a "License Agreement") signed by both County and Company, whereby Company has granted County a license to use Company's electronic recording software system or related proprietary technology of County, then this Agreement shall be deemed to supplement, but not control, such License Agreement. In the

event of any conflict or inconsistency between this Agreement and any such License Agreement, the terms and provisions of the License Agreement shall control.

Venue and choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the laws of the State of Washington.

Submitter Company:

By: _____

Company: _____

Name: _____

Title: _____

Date: _____

Cowlitz County:

Signature of Treasurer: _____

Print Name of Treasurer: Kathy Hanks

Signature of Chief Deputy: _____

Print Name of Chief Deputy: Debbie Seroshek

Date: _____

Electronic Excise Tax Affidavit and Document Approval Procedures Agreement

Technical Specifications:

(See Attachment A)

Document Standardization RCW 65.04.045 & Recorded Instruments-Requirements:

(See Attachment B)

Processing Schedules and Hours of Operation:

(See Attachment C)

AGREED TO AND ACCEPTED effective the date first written above.

SIMPLEFILE:

SIMPLEFILE LC,
a Utah limited liability company

RECEIVER:

Kathy Hanks,
Cowlitz County Treasurer

By: _____
Name: _____
Office/Capacity: _____
Date: _____

By: _____
Name: Kathy Hanks
Office/Capacity: Cowlitz County Treasurer
Date: January 17, 2013

Board of County Commissioners
Of Cowlitz County, Washington

Michael A. Karnofski, Chairman

James R. Misner, Commissioner

Dennis P. Weber, Commissioner

ATTEST: _____
Clerk of the Board

Attachment "A"

Technical Specifications

Format of the transmitted File

- DOR Real Estate Excise Tax Affidavit [REET] Schema
- PRIA file format standard will be used. Images will be in single page

Group IV TIFF format

Communications Protocol and Options

- TCP/IP

Security Framework

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

Returned File Format

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

Levels of Recording Supported

- Levels 1, 2 and 3 are currently supported.

Electronic Signatures and Use of Digital Certificates

- The use of Electronic Signatures and Digital Certificates are supported, but not required. COMPANY must work with the COUNTY to accommodate their use.

Imaging Standards

- Documents will be scanned at 300dpi.
- Documents will be scanned in portrait mode.
- Document images will be captured as single page Group IV TIFF images
- Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
- Document font size must meet PRIA (<http://www.pria.us/>) minimum standards.
- Margins will consist of a minimum of 1" top margin and ½" side and bottom margins. NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.



Real Estate Excise Tax Affidavit [REET] Schema

An XML schema describes the structure of an XML document.

The Department of Revenue has developed a schema for the REET internet application. The purpose of the REET XML Schema is to define the legal building blocks of the XML document that is going to be used by the REET internet application in order to communicate with outside applications accessing the system in order to submit or amend affidavits.

An XML schema defines:

- The elements that can appear in a document as well as its attributes
- Child elements
- Order of child elements
- Number of child elements
- Whether an element is empty or can include text
- Data types for elements and attributes
- Default and fixed values for elements and attributes.

Element Name	Definition	Required	Type	Number of Characters
REETA	Real Estate Excise Tax Affidavit Schema Title Element	Yes	N/A	N/A
AFFIDAVIT	Affidavit Parent Element	Yes	N/A	N/A
PARTIAL_SALE	True / false Partial sale of property	No	Boolean	N/A
INDIVIDUAL	Parent Element	Yes	Buyer, Seller, Correspondent	N/A
NAME	INDIVIDUAL Child Element	Yes	String	350
ADDRESS_LINE1	INDIVIDUAL Child Element – Street address line 1	No	String	150
ADDRESS_LINE2	INDIVIDUAL Child Element – Street address line 2	No	String	150
CITY	INDIVIDUAL Child Element	No	String	150
STATE_PROV	INDIVIDUAL Child Element	No	String	32
ZIP_CODE	INDIVIDUAL Child Element	No	String	32
COUNTRY	INDIVIDUAL Child Element	No ⁶	String	100
PHONE_NUMBER	INDIVIDUAL Child Element	No	String	12
PARCEL	Parent Element	Yes	N/A	N/A
NUMBER	PARCEL Child Element	Yes	String	N/A
ASSESSED_VALUE	PARCEL Child Element	Yes	Decimal	N/A
PERSONAL PROPERTY	PARCEL Child Element	No	Boolean	N/A
LEGAL_DESC	PARCEL Child Element	No	String	500
PROP_ST_ADDRESS	Street address of the property	No	String	150
LOC_CODE	Department of Revenue's 4 digit Location Code (i.e. Seattle 1726)	Yes	Integer	4
COUNTY_NAME	County Name	Yes	DOR:County*	N/A
CITY_NAME	City	No	String	150

PARCEL_SEGREGATED	True/False if listed parcels are being segregated from a larger parcel	No	Boolean	N/A
USE_CODES	Parent Element	Yes	N/A	N/A
USE_CODE	Abstract USE_CODES Child Element	Yes	Integer	N/A
EXEMPT_PROPERTY	Property is/isn't exempt from property tax per chapter 84.36 RCW	Yes	Boolean	N/A
FORESTLAND	Land is/isn't designated as forest land	Yes	Boolean	N/A
OPEN_SPACE	Land is/isn't designated as current use	Yes	Boolean	N/A
HISTORIC	Land is/isn't receiving special valuation as historic property	Yes	Boolean	N/A
CONTINUANCE	This land does/does not qualify for continuance	No	Boolean	N/A
PERSONAL_PROPERTY_DE SC	Personal property in selling price, not listed with parcel information. List both tangible (e.g. furniture, equipment, etc.) and intangible (e.g. goodwill, agreement not to compete, etc.)	No	String	1000
EXEMPTION_CODE	RCW/WAC Code Reference number	No	String	32
EXEMPTION_EXPLANATIO N	Reason for exemption	No	String	250
DOC_TYPE	Document Type (Quit Claim Deed, Statutory Warranty Deed, etc)	Yes	String	100
DOC_DATE	Document Date	Yes	Date	8
GROSS_SELL_PRICE	Selling Price of the property	Yes	Decimal	N/A
PERSONAL_PROPERTY_A MT	Deduct amount of Personal Property included in the Selling Price	No	Decimal	N/A
REAL_PROP_EXEMPT_AM T	Deduct amount of tax exemption claimed	No	Decimal	N/A
TAXABLE_SELL_PRICE		Yes	Decimal	N/A
EXCISE_TAX_STATE	State tax due	Yes	Decimal	N/A
EXCISE_TAX_LOCAL	Local tax due	Yes	Decimal	N/A
DELQ_INT_STATE	Delinquent Interest State	No	Decimal	N/A
DELQ_INT_LOCAL	Delinquent Interest Local	No	Decimal	N/A

DELQ_PENALTY	Delinquent Penalty	No	Decimal	N/A
SUB_TOTAL	Sub Total	No	Decimal	N/A
STATE_TECH_FEE	Electronic Technology Fee due on all transactions. Acceptable value \$5.00	Yes	Decimal	N/A
PROCESSING_FEE	Processing Fee due on all transactions where no tax is due and on all taxable transactions where tax is less than \$5 (tax and fee combined must equal \$10). Acceptable values \$0.00 up to \$5.00	No	Decimal	N/A
TOTAL_DUE	Sum of all taxes, fees, interest, and penalties.	Yes	Decimal	N/A
RECEIPT_DATE	Receipt Date	Yes	Date	4
RECEIPT_NUM	Receipt Number	Yes	String	32
NOTE_TO_DOR	Note to Department of Revenue	No	String	1000
SUPPLEMENTAL	Parent Element	No ⁴		
DATE_OF_SALE	SUPPLEMENTAL Child Element	No	Boolean	N/A
AGENT_NAME	SUPPLEMENTAL Child Element	No	String	150
INSTRUMENT_TYPE	SUPPLEMENTAL Child Element	No	String	150
INSTRUMENT_DATE	SUPPLEMENTAL Child Element	No	Date	8
GRANTOR_NAME	SUPPLEMENTAL Child Element	No	String	350
REASON_HELD	SUPPLEMENTAL Child Element	No	String	1000
FIRM_NAME	SUPPLEMENTAL Child Element	No	String	150
GIFTED_EQUITY	SUPPLEMENTAL Child Element	No	Decimal	N/A
GIFT_CONSIDERATION_A1	SUPPLEMENTAL Child Element	No	Boolean	N/A
TOTAL_DEBT_A1	SUPPLEMENTAL Child Element	No	Decimal	N/A
GRANTEE_PAYS_GRANTOR_A1	SUPPLEMENTAL Child Element	No	Decimal	N/A
GIFT_CONSIDERATION_A2	SUPPLEMENTAL Child Element	No	Boolean	N/A
DEBT_PERCENTAGE_A2	SUPPLEMENTAL Child Element	No	Decimal	N/A
TOTAL_DEBT_A2	SUPPLEMENTAL Child Element	No	Decimal	N/A
GRANTEE_PAYS_GRANTOR_A2	SUPPLEMENTAL Child Element	No	Decimal	N/A

R_A2				
GIFT_NOCONSIDERATION_B1	SUPPLEMENTAL Child Element	No	Boolean	N/A
GIFT_NOCONSIDERATION_B2	SUPPLEMENTAL Child Element	No	Boolean	N/A
TOTAL_DEBT_B2	SUPPLEMENTAL Child Element	No	Decimal	N/A
GIFT_NOCONSIDERATION_B3	SUPPLEMENTAL Child Element	No	Boolean	N/A
TOTAL_DEBT_B3	SUPPLEMENTAL Child Element	No	Decimal	N/A
GIFT_NOCONSIDERATION_B4	SUPPLEMENTAL Child Element	No	Boolean	N/A
REFINANCE	SUPPLEMENTAL Child Element	No	Boolean	N/A
IRS_EXCHANGE	SUPPLEMENTAL Child Element	No	Boolean	N/A
FACILITATOR_NAME	SUPPLEMENTAL Child Element	No	String	150
GRANTEE_NAME	SUPPLEMENTAL Child Element	No	String	350

***DOR:COUNTY**

Type: *String*

Values:

Adams	Asotin	Benton	Chelan	Clallam	Clark	Columbia	Cowlitz
Douglas	Ferry	Franklin	Garfield	Grant	Grays Harbor	Island	Jefferson
King	Kitsap	Kittitas	Klickitat	Lewis	Lincoln	Mason	Okanogan
Pacific	Pend Oreille	Pierce	San Juan	Skagit	Skamania	Snohomish	Spokane
Stevens	Thurston	Wahkiakum	Walla Walla	Whatcom	Whitman	Yakima	

Fields highlighted in yellow are required when present on the affidavit.

REET XML Sample

```
<REETA>
<AFFIDAVIT>
  <PARTIAL_SALE>>false</PARTIAL_SALE >
  <INDIVIDUAL type="Seller">
    <NAME>Mario</NAME>
    <ADDRESS_LINE1>some road 1</ADDRESS_LINE1>
    <ADDRESS_LINE2 />
    <CITY>Large City</CITY>
    <STATE_PROV>AZ</STATE_PROV>
    <ZIP_CODE>98501-2772</ZIP_CODE>
    <COUNTRY>United States</COUNTRY>
    <PHONE_NUMBER>123-456-7890</PHONE_NUMBER>
  </INDIVIDUAL>
  <INDIVIDUAL type="Buyer">
    <NAME>Bob</NAME>
    <ADDRESS_LINE1>some road 1</ADDRESS_LINE1>
    <ADDRESS_LINE2 />
    <CITY>Large City</CITY>
    <STATE_PROV>AZ</STATE_PROV>
    <ZIP_CODE>98501-2772</ZIP_CODE>
    <COUNTRY>United States</COUNTRY>
    <PHONE_NUMBER>123-456-7890</PHONE_NUMBER>
  </INDIVIDUAL>
  <INDIVIDUAL type="Correspondent">
    <NAME>Bob</NAME>
    <ADDRESS_LINE1>some road 1</ADDRESS_LINE1>
    <ADDRESS_LINE2 />
    <CITY>Large City</CITY>
    <STATE_PROV>AZ</STATE_PROV>
    <ZIP_CODE>98501-2772</ZIP_CODE>
```

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<PHONE_NUMBER>123-456-7890</PHONE_NUMBER>
</INDIVIDUAL>
<PARCEL>
  <NUMBER>3332222111</NUMBER>
  <ASSESSED_VALUE>333.22</ASSESSED_VALUE>
  <PERSONAL_PROPERTY>true</PERSONAL_PROPERTY>
  <LEGAL_DESC>legal description goes here</LEGAL_DESC>
</PARCEL>
<PARCEL>
  <NUMBER>3332222112</NUMBER>
  <ASSESSED_VALUE>333.22</ASSESSED_VALUE>
  <PERSONAL_PROPERTY>true</PERSONAL_PROPERTY>
  <LEGAL_DESC>legal description goes here</LEGAL_DESC>
</PARCEL>
<PARCEL>
  <NUMBER>3332222113</NUMBER>
  <ASSESSED_VALUE>333.22</ASSESSED_VALUE>
  <PERSONAL_PROPERTY>true</PERSONAL_PROPERTY>
  <LEGAL_DESC>legal description goes here</LEGAL_DESC>
</PARCEL>
<PROP_ST_ADDRESS>property street address</PROP_ST_ADDRESS>
<LOC_CODE>3202</LOC_CODE>
<COUNTY_NAME>Spokane</COUNTY_NAME>
<CITY_NAME>Medical Lake</CITY_NAME>
<PARCEL_SEGREGATED>true</PARCEL_SEGREGATED>
<USE_CODES>
  <USE_CODE>1</USE_CODE>
  <USE_CODE>2</USE_CODE>
  <USE_CODE>3</USE_CODE>
</USE_CODES>
<EXEMPT_PROPERTY>true</EXEMPT_PROPERTY>
```

<FORESTLAND>>false</FORESTLAND>
<OPEN_SPACE>>true</OPEN_SPACE>
<HISTORIC>>true</HISTORIC>
<CONTINUANCE>>false</CONTINUANCE>
<PERSONAL_PROP_DESC>goodwill from Mario</PERSONAL_PROP_DESC>
<EXEMPTION_CODE>458-61-410(c)</EXEMPTION_CODE>
<EXEMPTION_EXPLANATION>reason for exemption</EXEMPTION_EXPLANATION>
<DOC_TYPE>Quit Claim Deed (QCD)</DOC_TYPE>
<DOC_DATE>2004-09-07T00:00:00.0000000-08:00</DOC_DATE>
<GROSS_SELL_PRICE>5.00</GROSS_SELL_PRICE>
<PERSONAL_PROPERTY_AMT>1.00</PERSONAL_PROPERTY_AMT>
<REAL_PROP_EXEMPT_AMT>1.00</REAL_PROP_EXEMPT_AMT>
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<EXCISE_TAX_STATE>0</EXCISE_TAX_STATE>
<EXCISE_TAX_LOCAL>0</EXCISE_TAX_LOCAL>
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<PROCESSING_FEE>5.00</PROCESSING_FEE>
<TOTAL_DUE>10.00</TOTAL_DUE>
<RECEIPT_DATE>2004-11-21T00:00:00.0000000-08:00</RECEIPT_DATE>
<RECEIPT_NUM>SPO735480</RECEIPT_NUM>
<NOTE_TO_DOR>note to dept of revenue</NOTE_TO_DOR>
<SUPPLEMENTAL>
 <DATE_OF_SALE>true</DATE_OF_SALE>
 <AGENT_NAME>Bob</AGENT_NAME>
 <INSTRUMENT_TYPE>House</INSTRUMENT_TYPE>
 <INSTRUMENT_DATE>2004-10-21T00:00:00.0000000-08:00</INSTRUMENT_DATE>
 <GRANTOR_NAME>Mario</GRANTOR_NAME>
 <REASON_HELD>Not Sure</REASON_HELD>

<FIRM_NAME>Partials Inc.</FIRM_NAME>
<GIFTED_EQUITY>5000.00</ GIFTED_EQUITY >
<GIFT_CONSIDERATION_A1>>false</GIFT_CONSIDERATION_A1>
<TOTAL_DEBT_A1></TOTAL_DEBT_A1>
<GRANTEE_PAYS_GRANTOR_A1></GRANTEE_PAYS_GRANTOR_A1>
<GIFT_CONSIDERATION_A2>>true</GIFT_CONSIDERATION_A2>
<DEBT_PERCENTAGE_A2>25.3</DEBT_PERCENTAGE_A2>
<TOTAL_DEBT_A2>10000.00</TOTAL_DEBT_A2>
<GRANTEE_PAYS_GRANTOR_A2>50000.00</GRANTEE_PAYS_GRANTOR_A2>
<GIFT_NOCONSIDERATION_B1>>false</GIFT_NOCONSIDERATION_B1>
<GIFT_NOCONSIDERATION_B2>>false</GIFT_NOCONSIDERATION_B2>
<TOTAL_DEBT_B2></TOTAL_DEBT_B2>
<GIFT_NOCONSIDERATION_B3>>false</GIFT_NOCONSIDERATION_B3>
<GIFT_NOCONSIDERATION_B4>>false</GIFT_NOCONSIDERATION_B4>
<REFINANCE>>true</REFINANCE>
<IRS_EXCHANGE>>true</IRS_EXCHANGE>
<FACILITATOR_NAME>Luigi</FACILITATOR_NAME>
<GRANTEE_NAME>George</GRANTEE_NAME>
</SUPPLEMENTAL>
</AFFIDAVIT>
</REETA>

Notes:

1. All *optional* elements must be declared. For example, if not reporting a WAC Code, the XML file should have its empty tag as follows: **<EXEMPTION_CODE />**. All other required elements must be declared including **<DOC_TYPE>**, **<PARCEL_SEGREGATED>** and **<USE_CODES><USE_CODE>**
2. The Web Service is case sensitive when defining the names of the elements and their attributes. All elements must be declared just like it's shown in the schema. For example: **<INDIVIDUAL type="Buyer">** or **<PARCEL>**
3. The document and receipt dates are declared in the schema as a "dateTime" field. It is recommended that the format for the dates be sent as follows: **2010-11-21T00:00:00** in order to avoid errors during validation.
4. Supplemental (Parent Element) data fields are not required because these fields are not present with every affidavit; however, they are required when an exemption is claimed that requires the completion of the supplemental form.
5. It is preferred that all data submitted to the county be submitted to the Department of Revenue. Optional fields exist to ease the data entry process for affidavits that have not been submitted to the county electronically or because the field may not be completed on every affidavit.
6. Values of: "UNITED STATES", "US", "USA", "UNITED STATES OF AMERICA" are interpreted by the DOR system as a domestic mailing address. All other values are assumed to be a foreign address by the DOR system. Any value assumed as a foreign address will: put "Other" in the Country field, store the value entered in State in a field called "state/province", and put N/A in the State field. (Explanation provided by our technical support).

FILE UPLOAD

Tab Delimited File Instructions:

The Tab delimited input file needs to have one affidavit per line and the data for all of its 61 elements. Refer to the table below for the element order and their respective format.

Element Number	Element Type	Data Format (See Schema for element definition)
1	Partial Sale	True or False
2	Seller Name	String
3	Seller Address Line 1	String
4	Seller Address Line 2	String
5	Seller City	String

6	Seller State	String
7	Seller Zip Code	String
8	Seller Country ⁶	String
9	Seller Phone Number	String
10	Buyer Name	String
11	Buyer Address Line 1	String
12	Buyer Address Line 2	String
13	Buyer City	String
14	Buyer State	String
15	Buyer Zip Code	String
16	Buyer Country ⁶	String
17	Buyer Phone Number	String
18	Property Tax Correspondent Name	String
19	Property Tax Correspondent Address Line 1	String
20	Property Tax Correspondent Address Line 2	String
21	Property Tax Correspondent City	String
22	Property Tax Correspondent State	String
23	Property Tax Correspondent Zip Code	String
24	Property Tax Correspondent Country	String
25	Property Tax Correspondent Phone Number	String
26	Parcel Number	Number
27	Parcel Assessed Value	Number with 2 decimals (999.99)
28	Parcel Personal Property	True or False
29	Legal Description	String
30	Property Street Address	String
31	Location Code	Number
32	County Name	String
33	City Name	String
34	Parcel Segregated	True or False
35	Abstract Use Codes	Number
36	Exempt Property	True or False
37	Forestland	True or False
38	Open Space	True or False
39	Historic	True or False
40	Continuance	True or False
41	Personal Property Description	String
42	Exemption Code	String

43	Exemption Explanation	String
44	Document Type	String
45	Document Date	yyyy-mm-ddT00:00:00
46	Gross Selling Price	Number with 2 decimals (999.99)
47	Personal Property Amount	Number with 2 decimals (999.99)
48	Real Property Exempt Amount	Number with 2 decimals (999.99)
49	Taxable Selling price	Number with 2 decimals (999.99)
50	Excise Tax State	Number with 2 decimals (999.99)
51	Excise Tax Local	Number with 2 decimals (999.99)
52	Delinquent Interest State	Number with 2 decimals (999.99)
53	Delinquent Interest Local	Number with 2 decimals (999.99)
54	Delinquent Penalty	Number with 2 decimals (999.99)
55	Sub Total	Number with 2 decimals (999.99)
56	State Technology Fee	Number with 2 decimals (999.99)
57	Affidavit Processing Fee	Number with 2 decimals (999.99)
58	Total Due	Number with 2 decimals (999.99)
59	Receipt Date	yyyy-mm-ddT00:00:00
60	Receipt number	String
61	Note to DOR	String
62	Date of Sale (Supplemental)	Boolean
63	Agent Name (Supplemental)	String
64	Instrument Type (Supplemental)	String
65	Instrument Date (Supplemental)	yyyy-mm-ddT00:00:00
66	Grantor Name (Supplemental)	String
67	Reason Held Escrow (Supplemental)	String
68	Firm Name (Supplemental)	String
69	Gifted Equity	Number with 2 decimals (999.99)
70	Gift Consideration A1 (Supplemental)	Boolean
71	Total Debt A1 (Supplemental)	Number with 2 decimals (999.99)
72	Grantee Pays Grantor Amount A1 (Supplemental)	Number with 2 decimals (999.99)
73	Gift Consideration A2 (Supplemental)	Boolean
74	Dept Percentage A2 (Supplemental)	Number with 2 decimals (999.99)
75	Total Dept A2 (Supplemental)	Number with 2 decimals (999.99)
76	Grantee Pays Grantor Amount A2 (Supplemental)	Number with 2 decimals (999.99)
77	Gift No Consideration B1 (Supplemental)	Boolean
78	Gift No Consideration B2 (Supplemental)	Boolean
79	Total Debt B2 (Supplemental)	Number with 2 decimals (999.99)

80	Gift No Consideration B3 (Supplemental)	Boolean
81	Total Debt B3 (Supplemental)	Number with 2 decimals (999.99)
82	Gift No Consideration B4 (Supplemental)	Boolean
83	Refinance (Supplemental)	Boolean
84	IRS “Tax Deferred” Exchange	Boolean
85	Facilitator Name (Supplemental)	String
86	Grantee Name (Supplemental)	String

Notes:

- Since it is required that the file contains one affidavit per line, the following is a sample of how the first few elements of the affidavit will look on the tab delimited file:
<partial_sale> -tab- <seller name> -tab- <seller address line 1> -tab- <seller address line 2> ...
- When data does not exist for a particular element, the affidavit must look like this:
...<seller zip code> -tab- <seller country> -tab- -tab- <buyer name> ...
- Multiple Use Codes must be separated by commas:
...<legal description> -tab- 9,9,9,9 -tab- <exempt registration number> ...
- The following is a sample of how a single Parcel needs to be formatted:
...<correspondent phone number> -tab- parcelNumber1 -tab- parcelValue1 -tab- parcelPersonalProperty1 -tab- <property street address> ...
- The following is a sample of how multiple Parcels need to be formatted:
...<correspondent phone number> -tab- num1,num2,num3 -tab- value1,value2,value3 -tab- prpty1,prpty2,prpty3 -tab- <property street address> ...
- The document and receipt dates are declared in the schema as a “dateTime” field. It is recommended that the format for the dates be sent as follows:
2004-11-21T00:00:00 in order to avoid errors during validation.

Document Standardization

RCW 65.04.045

Recorded instruments – Requirements

When any instrument is presented to a county auditor or recording officer for recording, the first page of the instrument shall contain:

- a. A top margin of at least three inches and a one-inch margin on the bottom and sides, except that an instrument may be recorded if a minor portion of a notary seal, incidental writing, or minor portion of a signature extends beyond the margins;
- b. The top left-hand side of the page shall contain the name and address to which the instrument will be returned;
- c. The title or titles, or type or types, of the instrument to be recorded indicating the kind or kinds of documents or transactions contained therein immediately below the three-inch margin at the top of the page.

The auditor or recording officer shall be required to index only the title or titles captioned on the document;

- d. Reference numbers of documents assigned or released with reference to the document page number where additional references can be found, if applicable.
- e. The names of the grantor(s) and grantee(s), as defined under RCW [65.04.015](#), with reference to the document page number where additional names are located, if applicable;
- f. An abbreviated legal description of the property, and for purposes of this subsection, "abbreviated legal description of the property" means lot, block, plat, or section, township, range, and quarter/quarter section, and reference to the document page number where the full legal description is included, if applicable;
- g. The assessor's property tax parcel or account number set forth separately from the legal description or other text.

All pages of the document shall be on sheets of paper of a weight and color capable of producing a legible image that are not larger than fourteen inches long and eight and one-half inches wide with text printed or written in eight point type or larger. All text within the document must be of sufficient color and clarity to ensure that when the text is imaged all text is readable. Further, all pages presented for recording must have at minimum a one-inch margin on the top, bottom, and sides for all pages except page one, except that an instrument may be recorded if a minor portion of a notary seal, incidental writing, or minor portion of a signature extends beyond the margins, be prepared in ink color capable of being imaged, and have all seals legible and capable of being imaged. No attachments, except firmly attached bar code or address labels, may be affixed to the pages.

Exemptions from Formatting Requirements

1. Documents which are exempt from format requirements and which may be recorded with a properly completed cover sheet include:

- Documents that were signed prior to January 1, 1997
- Military separation documents
- Documents executed outside of the United States
- Certified copies of documents
- Any birth or death certificate
- Marriage certificates from outside the state of Washington
- Any document, one of whose original signer is deceased or otherwise incapacitated
- Judgments or other documents formatted to meet court requirements
- Uniform Commercial Code (National form)
- IRS liens, etc.

Recording Fees

Current fee schedule is available upon request or via the Cowlitz County Auditor's website at: <http://www.co.cowlitz.wa.us/auditor/recording.htm>

Excise Tax- *Payment of Excise Tax.* Excise tax is determined by the Department of Revenue and shall be paid electronically via ACH on a daily basis. Excise tax will be deposited into the County's account after normal business hours on the day of the recording and will be reflected on the next banking day.

Minimum Indexing Standards

All documents submitted will require the minimum index fields unless otherwise agreed upon between County, eREET Vendor and the Company:

- **Grantor(s)** – First and last name or company name – minimum one, no maximum. The present of one or more grantor names in the XML data will be programmatically verified. Omission of at least one grantor name will be cause for rejection.
- **Grantee(s)** – First and last name of company name – minimum one, no maximum. The presence of one or more grantee names in the XML data will be programmatically verified. Omission of at least one grantee name will be cause for rejection.
- **Parcel Number** – A valid Tax Parcel Number is required for any document containing a legal description – minimum one, no maximum. The presence of a tax parcel ID in the XML data will be programmatically verified to be valid Cowlitz County format. Missing or improperly formatted parcel number (s) for a document requiring one will be cause for rejection. If a Parcel number is supplied but is not applicable, it will be ignored.

Authorized Instruments for Electronic Transmission

Following is a list of instrument types, corresponding document code and indexing requirements for instruments accepted by Cowlitz County through electronic transmission:

Cowlitz County Indexing Requirements - see Attachment E

Notary Requirements per Document

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

Inked notary seals are strongly recommended, in place of embossed notary seals, which require "darkening" by the COMPANY prior to submittal.

COUNTY may at its discretion place a "disclaimer" on each document submitted that appears to lack a notary signature or seal.

Imaging Specification

All pages presented for eREET must meet the same minimum standards as that of conventional paper documents (RCW 65.04.045 see page 11).

Level 1 and Level 2 documents must be scanned by the submitter at a minimum of 200 dpi and a maximum of 300 dpi.

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

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

Processing Schedules and Hours of Operation

Processing Schedules

- Document batches will be checked for and processed (accepted or rejected) upon Receipt and in order received.
- Documents received after 4:00pm PST/PDT will be processed at the beginning of the following business day.

Turnaround Timeframe

- Submitted documents that are accepted for recording will be returned to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be returned to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.
- Submitted documents that are rejected will be returned to the COMPANY in electronic format after rejection, along with a description of the reason(s) for rejection.

Excluding legal holidays, Cowlitz County will process eREET between the hours of 8:30am and 4:00pm, Pacific Standard Time, Monday through Friday. Documents will not be processed on legal holidays, weekends, "snow days" and on all Fridays or in the event of network or equipment failure. COUNTY will notify eSubmitter's of any disruption in service.

- Holiday's
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas

County Contact Information

- | | |
|---|---|
| • <u>Chief Deputy Treasurer</u>
Debbie Seroshek
Cowlitz County Treasurer's Office
207 N 4 th Ave
Kelso, WA 98626
Phone - 360.577.3060
Fax - 360.578.2071
seroshekd@co.cowlitz.wa.us | • <u>Applications Services Manager</u>
Patty Kero
Cowlitz County Assessor's Office
207 N 4 th Ave
Kelso, WA 98626
Phone - 360.577.3010
Fax -
kerop@co.cowlitz.wa.us |
|---|---|

Alternate Contacts if Primary contacts are unavailable

- Technical Questions
David Wallis
207 N 4th Ave
Phone – 360.577.3024
wallisd@co.cowlitz.wa.us

Attachment D provides the Payment Options Supported for the Electronic REET program. For the use of Escrow Accounts, this attachment defines the setup requirements and usage along with the reconciliation reporting provided to the Company for transactions process through the Escrow Account

Attachment "D"

Payment Options Supported

Electronic Recording Program

- Drawdown / escrow Accounts Are required for all electronic document submitters.
- ACH Payment / EFT -- is an acceptable form of payment. ACH's will be summarized and paid on a daily basis for all transactions received in that business day. Funds must be available in the COMPANY's financial institution account at the time of submitting document(s) for recording. In the event funds are not available in SIMPLIFILE'S financial institution account at the time of submitting document(s), SIMPLIFILE'S will be responsible for any and all fees COUNTY may incur as a result.

Requirements for each

- Sufficient funds will be available in COMPANY's financial institution account at the time documents are submitted to COUNTY for recording.

Reporting and Reconciliation

- County will be responsible for maintaining and reconciling their receipts. COMPANY will be responsible for submitting ACH or Escrow account information with each document batch and for reconciling their records.

Account Setup

- Required information for account set up.
 - Company Name
 - Point of Contact
 - Contacts Title
 - Physical Address
 - Mailing Address (if different)
 - Phone Number
 - Fax Number
 - Email addressCompany must maintain current contact information. Failure to do so may result in immediate termination of eREET privileges.
- Submit the information listed above, along with a check (amount to be determined jointly with submitter and Excise Lead), along with a signed copy of this Memorandum of Understanding.

Attachment E

Authorized Instruments for Electronic Transmission for eREET

- Agreement of Purchase
- Amended Bill of Sale
- Amended Certificate of Sale
- Amended Deed
- Amended Easement
- Amended Lease w/Option to Purchase
- Amended Real Estate Contract
- Assign of Easement
- Assignment
- Assignment & Assumption Agreement
- Assignment of Interest (if Real estate)
- Assignment of Lease W/Option to Purchase
- Assignment of Moorage Sublease
- Assignment of Sellers Interest
- Assignment of Sublease
- Assumption Agreement
- Bargain and Sale Deed
- Bill of Sale
- Boundary Line Adjustment/Agreement
- Certificate of Sale
- Certificate of Redemption
- Certificate of Withdrawal
- Conveyance (of Real Property)
- Conveyance or Grant of a Cemetery Plot
- Certificate of Redemption (Sheriff's Sale)
- Declaration of Forfeiture
- Deed
- Earnest Money and Contract of Sale Agreement
- Easement
- Executor's Deed
- Fiduciary Deed
- Grant Deed
- IRS Deed
- Lease w/Option to Purchase
- Memorandum of Contract to Purchase and Sell Real Estate
- Modification of Easement
- Modification of Real Estate Contract
- Option to Purchase Leased Real Estate
- Partial Satisfaction Contract
- Partition
- Personal Representative's Deed
- Purchasers Assignment
- Quit Claim Deed
- Real Estate Contract
- Receivers Deed
- Relinquishment of Real Estate Contract
- Renewal of Lease with Option to Purchase
- Rescission of Quit Claim Deed
- Right Of Way Deed
- Sellers Assignment of Real Estate Contract
- Sheriff's Deed
- Special Warranty Deed
- Statutory Warranty Deed
- Tax Title Deed
- Timber Deed
- Trust Deed

- Trustees Deed
- Transfer
- US Marshals Deed
- Warranty Deed

- Real Estate Excise Tax Affidavit
- Mobile Home Excise Tax Affidavit
- Gift Supplemental Affidavit
 - Attachments to the affidavit
 - Narratives
 - Death Certificates
 - Affidavit of Surviving Spouse
 - Divorce Decree
 - Probate
 - Trusts
 - Original Deed of Trust, Real Estate Contract, Lien document pursuant to Foreclosure
 - Court Order
 - Bankruptcy Order