



CHICAGO TITLE INSURANCE COMPANY

TOPIC: <u>Plats and Surveys</u>
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TITLE SEARCH & CLOSING RULES:

1. Review all recorded plats for:
 - a. easements,
 - b. setbacks,
 - c. common areas,
 - d. special or restricted use areas,
 - e. restrictions,
 - f. property lines,
 - g. road boundary changes,
 - h. access,
 - i. consistency of your property's boundary lines and benefits (common areas, for example) with prior plats
 - j. any other matters that should be noted in the title opinion
2. Double-check your lot against the plat to make sure it is the same property, and that the legal description references the correct plat, the correct section and subdivision name, street.
3. For metes and bounds descriptions, be sure to map out the description, assure that it closes and is consistent with the property the parties anticipate, the tax and/or GIS maps and any other information available, even if no survey is obtained. Deed plotter software is an inexpensive tool for verifying legal descriptions.
4. Surveys are *highly recommended for the owner, even if the lender does not require one!* The attorney should protect themselves by advising the owner of the need for the survey (and risk of not obtaining one) if one is not obtained. (*See Chicago Bull Volume 1, Edition 5 and Affidavit of Buyer Regarding Survey, both attached, and on-line at <http://www.northcarolina.ctt.com/articles.asp> under "Surveys and Legal Descriptions."*)

If NO survey is obtained for closing, the attorney and all parties should review the recorded plat(s) to verify that this is the correct property, especially for condominiums. The unit or lot number and address may not be the same and in many situations the parties are assuming that they *are!*

5. If an old survey is relied upon at closing, *both buyer and seller* should carefully review it and verify that this is the same property and the improvements (house, driveway, outbuildings, fences) appear to be the same. If not, there may be additions that are not yet discovered at the tax office or encroachments or boundary line or

other claims of which the attorney is unaware, but which could cause serious aggravation to client and attorney post-closing.

Be sure to advise the client that they will have no recourse to the surveyor since they have no privity of contract and many matters that a current survey would show (such as location of improvements) will not be covered by title insurance (which only addresses *title* issues).

6. If encroachments are identified on the survey, these should be discussed with the title insurer before closing to determine what coverage is available or if there will be additional requirements. Neighbors can enforce restrictions and even fences or joint driveways “with permission” can be the potential subject for later claims of adverse ownership!
7. If utility lines, poles, meters or manholes, for example, are located on the property, they probably indicate these are connected to equipment or lines used by others who have a right to their continued existence or maintenance by easement or adverse possession. They could also indicate other underground facilities which may affect your property owner’s use of and improvements on the premises. They should be carefully reviewed with the owner.
8. *Surveys are one of the key places where your good common sense and judgment are the most critical!*

TITLE INSURANCE REQUIREMENTS, EXCEPTIONS AND COVERAGE:

The attorney’s Preliminary Opinion on Title should reflect if a survey will be obtained at closing, or if *lender* survey coverage without a survey is requested. That will communicate to the title company whether to put a requirement for a survey, or to provide exceptions based upon only whatever surveys are on file or not.

If a new survey is not obtained, even in circumstances where lender coverage without a survey is available (*see attached Chicago Bull, Volume 1, Edition 5*), the owner will be unprotected. Similarly, if an older survey is relied upon, the owner’s policy may have an exception to matters since the date of the earlier survey.

FORMS:

Map Abbreviations list

Chicago Bull: "NEW SURVEY COVERAGE" – Volume 1, Edition 3

Chicago Bull: Owners Need Surveys – Still! – Volume 1, Edition 5

(Or, *The Risks To You and Your Client of Lender’s “Survey Coverage Without a Survey”*)

Affidavit of Buyer Regarding Waiver of Survey

2005 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys

LEGAL DISCUSSION:

(Author: Nancy Short Ferguson & James W. Williams III)

PLATS OF SUBDIVISION

Plats of subdivision are recorded plats, usually dividing an earlier acreage tract into parcels, usually identified by “Lot”, “Parcel” or “Tract” number. Usually they are done as part of a development of residential or commercial land for sale by a developer. However, they may be drawn and recorded in partitions among co-tenants. The plat is usually referenced as recorded in a Plat Book, Map Book, Book of Maps, or other similar indication of the name of these records in the particular county. The attorney or title examiner must be familiar with locating these in the particular county’s registry since this may differ from county to county.

Plats usually determine boundary lines as between the lots and are relied upon for drafting the legal description of the property to be insured, such as “Being all of Lot 15 of Windy Oaks Subdivision, as shown on plat recorded in Plat Book 5, Page 15, Moore County Registry.”

CAUTION: *However, in most cases, they are not actual surveys of the property.* They typically do not reflect actual improvements, encroachments, parties in possession, private driveways or other matters actually located on the land. Therefore, survey exceptions will be applicable.

Exception must be taken to matters shown on the plat with by general exception:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title regarding the following matters disclosed by plat(s) recorded in Book ____ Page ____ of the _____ County Registry.

Or by specific exception:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title regarding the following matters disclosed by plat(s) recorded in [Plat Book, Map Book, Book of Maps ____, Page _____, _____ County Registry:

If one of the matters shown on the plat is indicative that the proposed property is potentially dedicated to a public use, such as the notation of “beach” or “park” or “common area,” *no commitment or policy should be issued and underwriting counsel should be consulted immediately.*

Implied dedication of appurtenant easements for access and common areas:

Plats often show roads, common areas and other matters affecting the subdivision and the insured lot. Legally, by conveying the property by referencing the plat, an owner or

lender may be entitled to an implied private or public dedication of these easements. However, our policies do not automatically insure these appurtenant easement rights specifically unless they are specifically included in the title search of the attorney and are specifically itemized in Schedule A.

SURVEYS

Surveys generally serve several purposes:

1. They provide verification of the current legal description of the property.
2. They form a basis for comparison to the *record* legal description found in the title search.
3. They provide a means of double-checking that closing documents are recorded in all counties in which any of the parcels and easements to be insured are located.
4. They verify legal access to a public road (either directly or by private means) for the underwriter to verify exceptions to take, if any.
5. They allow the title insurer to remove certain general exceptions and replace them with applicable specific ones, if any. These include overlappings, boundary line disputes, parties in possession, easements, and encroachments.
6. In commercial context, they provide information needed for certain endorsements such as access, location, property same as survey, or contiguity. Or surveys may provide confirming evidence of legal descriptions, adjoiners, appurtenant easements, zoning or other matters provided from other sources.

Surveys (as compared to recorded plats) are the only indicators the title insurer or attorney have of non-recorded matters affecting title, such as location of improvements, encroachments, easements, boundary overlaps or claims, access or other matters affecting the property to be purchased and/or mortgage and insured. A survey is generated from an actual visit to the land, including viewing and calculating boundary lines and actually locating improvements. They take the title one step further than the public records and indicate what is actually located on the land to be insured. Title insurance does not insure the quality of the land or improvements not revealed by the public records (such as whether or not it has a septic tank). But title insurance does insure such matters as access to a public road, the existence of which may not always be clear from the public records.

Current survey:

If a **current survey** of the insured property, signed, sealed and dated by a licensed surveyor (now called Professional Land Surveyor, “PLS” or the older form, Registered Land Surveyor, “RLS”), is provided at or before closing, then an exception should be taken in both the owner’s and loan policies to specific matters shown on the survey.

A survey would be considered “current” if completed:

- for the particular proposed purchaser
- for this closing within a few months prior to closing,
- based on an actual survey and inspection of the premises,
- reflecting location of the corners and boundaries (not just a drive-by view) *and*

- it appears to include all improvements on the property, including driveways, decks and other items usually done at the final completion of construction. (Consulting the lien waiver is a means to verify no recent additions or improvements.)

Boundary survey only:

If the survey is truly a boundary survey only and does not include improvements, easements, etc., exceptions should be taken to:

- any matters actually shown on the survey
- any matters reflected by the legal description or title opinion
- boundary survey exception, substantially as follows:

Any discrepancy, conflict, access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claim of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land. However, the Company insures against loss or damage sustained or incurred by the Insured by reason of the failure of the survey entitled _____ by _____, P.L.S., dated _____ to correctly depict the location of the boundary lines of insured Land.

Vacant lot:

The ALTA Owner's Policy (6-17-06) should be used for vacant lot purchases which do not include improvements to be commenced immediately, even if the property is intended for or restricted to residential use. Using the ALTA Residential Owner's Policy provides additional coverages (Covered title risks #12 and 13) which are not truly applicable to a lot purchase only.

Foundation surveys:

Usually on construction loans, lenders will forward a foundation survey and request survey coverage. Often no exception is taken on the initial construction loan policy so long as no improvements had been begun and a plat exception is taken). Therefore, a lender has no coverage for post-policy survey problems unless they obtain an endorsement for the later construction. (The most extreme example of why lenders *should* request this is that of the house built on the entirely wrong lot! Our insured title and lot are still as insured, but the lender has lost its anticipated collateral – the house.)

Upon receiving a foundation survey, a specific survey exception should be added to the loan policy by endorsement for the matters shown on the foundation survey. An endorsement can be done, as of the survey date, for the owner's policy as well, if there is one and if the owner's endorsement is requested. However, this would not include an update of the effective date of either policy, only an update of the survey exception.

Foundation surveys usually are done when *only* the foundation is in place. So they rarely show all the anticipated or completed improvements, such as driveways, fences, decks or porches, which may create encroachments when ultimately built. Therefore, if an updated title opinion is provided and either an update endorsement or new policy are requested for a date *later* than the foundation survey date, exception should be taken for matters which would be shown by a survey subsequent to the foundation survey date. (The lender survey coverage may fall under the “lender survey coverage without a survey” or “prior existing survey” procedures below.)

Prior Existing survey:

In the last few years, a practice of obtaining coverage based on an **prior existing survey**, done for either the seller or a prior closing has become commonplace. In reviewing these surveys, the underwriter must look for the same items as for a current survey, but also added assurance that no improvements have been added since the survey – an “Affidavit Regarding Survey.” Typically, on the *owner’s policy*, we would take exception substantially similar to the following (generally referred to as the “survey subsequent” exception):

Any discrepancy, conflict, access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claim of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land occurring subsequent to *, being the date of a survey entitled "*" by *, P.L.S.

Therefore, we assume the risk that the old survey was accurate when done and extend that coverage to the new owner, even though they were not a party to the original survey contract and we probably will have no recourse against the surveyor for any errors. Again, note that the title insurance policy only insures against loss due to title matters which a survey would reveal, which may not address other issues about which the owner and lender are concerned, such as location of improvements which do not violate any easements or setbacks so do not create a *title* issue but do matter greatly to the owners or potential purchasers.

Sometimes new improvements have been added since the existing survey, such as a deck or a fence. The attorney should have the client make a notation of the additions on the “Affidavit Regarding Survey,” obtain approval of company counsel pre-closing and provide an indication of the location of the improvements as reasonable under the circumstances. We may give lender coverage notwithstanding the later improvements if:

1. It is clear (due to the size of the lot, nearness of boundaries to old improvements or location of new ones) that risk of encroachment would be minimal; or

2. Even if there were minor encroachments of the new improvements, we would have provided affirmative coverage to the lender anyway (such as a new fence on a residential subdivided lot); or
3. We would allow lender coverage under company-specific “lender survey coverage without a survey” procedures in any event.

However, this would be a most typical situation when the “survey subsequent” exception above would be applicable on the owner’s policy.

Surveyor’s Certificate:

For residential transactions, Surveyor’s Certificates are rarely required anymore. In commercial transactions, typically either the Certificate is requested or, for an ALTA/ACSM survey, the certification would appear on the face of the survey. The certificate provides significant additional assurances not usually shown on the plat of survey itself, such as indications of who is in possession of the property (possibly indicating a tenant exception is applicable) and whether recent improvements were evident (indicating a contractor’s lien waiver is appropriate).

No survey:

If **no survey** is to be provided, we have established company-specific procedures for **lender survey coverage without a survey**. These would apply to residential transactions or small commercial transactions, usually on platted lots or properties where the improvements have been in place for a substantial period of time.

This protection does *not* provide coverage to the owner of the property. Therefore, an exception must be taken in the owner’s policy, substantially as follows (the “general survey exception”):

Any discrepancy, conflict, access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.

Of course, exception should be taken to all matters revealed by the attorney’s title opinion, as well as to any matters indicated by the legal description, such as a creek or road right-of-way (where the description runs to the center line) or other matter mentioned in the actual legal description.

ALTA 2006 Policy Coverage:

The Covered Risks section on the jacket of the “new” ALTA 2006 Owner’s and Lender’s policies does include an affirmative statement of coverage for survey matters that provides coverage against loss or damage sustained by reason of:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Although this Covered Risk would seem to give full survey coverage, it can be and is limited by any survey exception taken in Schedule B of the policy, just as with prior policies. This Covered Risk was actually added to the 2006 policies to address the interpretation by a number of courts that the earlier policies did not expressly provide coverage for survey matters (even where no exception was taken) and that coverage for survey matters could not be implied. North Carolina underwriters have not taken that position historically.

Commitment Requirements and exception:

Given the advent of “lender survey coverage without a survey”, residential or small commercial commitments rarely contain a *requirement* for a survey to be obtained. However, the attorney’s preliminary opinion may indicate that a new survey will be provided or, in a commercial context, survey and related endorsements will probably be required. In those cases, both a requirement for a current accurate survey and a general survey exception above (adding language such as “to be deleted upon receipt of satisfactory current survey”) should be included in the commitment.

As soon as the survey is received, any requirement and general survey exception should be deleted and replaced with the specific exception(s) to matters shown on that particular survey.

Exception for Specific Matters:

If the survey provided reveals specific matters that might indicate other parties may have a right to cross or use the property, then an exception must be taken to those matters. For example:

Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title regarding the following matters disclosed by survey entitled “Survey for Joe Smith” by Samuel Surveyor, P.L.S., dated February 8, 2008, to wit:

- (a) Easement in favor of Duke Power Company along rear property line;
- (b) Sidewalk easement in favor of the City of Anytown along front (north) property line (See Deed Book 555, Page 888).
- (c) Overhead utility lines and poles, manholes, catch basins, trail.
- (d) “No Build Easement” along western property, as shown on plat recorded in Plat Book 5, Page 111.
- (e) Drainage ditch.

- (f) Violation of 15' front setback line provided in Declaration of Protective Covenants recorded in Book 555, Page 999, and plat recorded in Plat Book 5, Page 111.
- (g) Encroachment by (house, garage, driveway, walk, etc.) being part of the improvements on property to the east, onto the insured premises.
- (h) Encroachment by (house, garage, driveway, walk, etc.) onto adjoining property (or right-of-way) to the (north, south, east or west).
- (i) Encroachment of (house, garage, driveway, walk, etc.) into utility easement crossing _____ portion of property.
- (j) Party wall along (north, south, east, west) property line. (See Party Wall Agreement recorded in Book 333, Page 111.)
- (k) Cemetery located in northern portion of property.

An alternative specific exception method may apply for specific items if (1) the survey actually indicates the specific recorded easement or plat and (2) the attorney verifies that this is the only recorded instrument affecting the easement. The alternative specific exception would reference the recorded instrument and the survey. Therefore, the survey exception above would only include those items for which there was not a clearly identifiable recorded instrument (such as the overhead utility lines and poles). This is often the preferred practice in commercial transactions. For example:

No Build Easement along western property line, . . . [other matters shown on the plat], as shown on plat recorded in Plat Book 5, Page 111, and as shown on survey dated February 8, 2008, by Samuel L. Surveyor, P.L.S.

Surveys show many matters that *imply the rights or claims of others* may affect the property, such as utility lines, manholes, drainage ditches, cemeteries, party walls. Exception must be taken to assure that the title insurer will not be liable for the power company's right to use and maintain its lines, or that they can suddenly begin cutting off drainage rights of others (especially in eastern North Carolina counties). Separate exceptions are required for some of these rights, especially cemeteries, party walls, creeks, rivers, beaches, ditches, mineral rights, timber rights, parties in possession, railroads and road or street rights-of-way, for example.

Surveys show many matters that do not indicate any rights or claims by other parties, such as trees, service lines to improvements on our property (only), internal driveways (not joint driveways or reciprocal easements)

PARTIES IN POSSESSION

If the survey or surveyor's certificate reveal that parties are in possession of the premises other than the seller or proposed insured owner, either a requirement or exception (or both) should be taken.

Practical question: In all cases, in reviewing the survey, the question for the underwriter is: *In the real world, why would this be on the property?* If you lived at this home or had a business there, what would this mean if you wanted to fence in or dig up or build a new building on the property? Who do you think might be affected? If anyone might, then it probably means the attorney should discuss the issue with both his/her client as well as the title insurer.

ENCROACHMENTS

If a minor improvement such as a driveway or fence that appears to be owned by the seller or insured encroaches onto an adjoining property, exception should be taken in the survey exception. *Affirmative coverage against enforced removal* can typically be provided to the lender after consultation with the insurer if the encroachment is minor. If the encroachment is major, however, this may require an encroachment agreement with the neighbor, or even negotiation of an easement over or purchase of the encroachment area from the neighbor. Since this may entail additional title certifications and documentation to provide appurtenant easement coverage, the title insurer should be consulted prior to closing. It will be important for the attorney and surveyor to develop an appropriate legal description of the appurtenant easement or additional fee tract, and to consider whether a minor subdivision replatting will be required by the local governmental authority.

Often the survey shows an encroachment by an improvement over the boundary line. If an instrument is of record (such as an easement or license to maintain the encroachment), and the title company is not including the property as part of the insured property in Schedule A (because no title search on that property was obtained, the interest granted was not insurable such as a license, all owners and lien holders were not a party or otherwise), the policy may show the encroachment and note the existence of the recorded instrument using qualifying language to reflect the fact of no insurance, for example:

Encroachment by the garage on the land over the southern line, as shown on survey by Samuel L. Surveyor, PLS, dated February 8, 2008. (Instrument recorded in Book 888, Page 777, purportedly grants the right to maintain such encroachment so long as the garage remains in existence.)

If minor improvements of adjoining (such as their fences or driveways) encroach onto the property to be insured, exception should be taken in the survey exception. *Affirmative coverage against actual loss or damage (not enforced removal)* can typically be provided to the lender if the encroachment is minor. If the encroachment is major, however, this may require any of a number of possible treatments, including:

- affidavits from the adjoiner waiving any adverse possession rights,
- encroachment agreements
- easements

- exception that the fence does not follow the property line

Since this may entail additional title certifications and documentation to provide appurtenant easement coverage, the attorney should consult title insurer prior to closing.

Fences

Fences may be an indication of an actual adverse claim if they are substantially distant from the property lines and appear to connect to and enclose adjoining properties. Therefore, an exception may be necessary for “rights of others, *if any*, in and to the portion of the insured premises enclosed within and lying on the _____ side of the fence line crossing property, as shown on survey by Samuel L. Surveyor, RLS, dated February 8, 2008,” where the _____ would be the description of the portion of the property on the adjoining’s side of the fence, which might be claimed by the adjoining. Without adequate information such as the affidavits and encroachment agreements discussed above, sometimes the underwriter must refuse to insure the area of the proposed property which is on the adjoining’s side of the fence. As always, underwriting counsel should be consulted in such an exceptional case.

COMMON MAP ABBREVIATIONS

Some common map abbreviations are as follows:

A.	Area	----- D -----	Drainage line
Abut	Abutment	D.M.U.E.	Drainage maintenance and utility easement
Ac.	Acres (43,560 sq. ft., 10 sq. chains)		Drive
Adj.	Adjusted	Dr.	Drive
A.I.	Area inlet	E.	East
Ang.	Angle	E. or Esmt. or - - -	Easement
Asph.	Asphalt	--- E ---	Electrical easement
Av.	Average	E.I.P.	Existing iron pipe
Ave.	Avenue	El. Or Elev.	Elevation
B/C	Back of Curb	E/O	East of
B.C.	Beginning of Curve	E/P or Edge of Pavement	Edge of Pavement
B.F.P.	Backflow Preventer	Ex.	Existing
B.L.	Building Line	F.	Fill
Bldg.	Building Line	F/C	Face of Curb
Blk.	Block	F.E.S.	Flared End Section
Blvd.	Boulevard	Fd.	Found
C/A	Controlled Access	--x--x--x--x--	Fence
C.B.	Catch Basin	F.H.	Fire Hydrant
C.C.	Control corner	F.I.P.	Found Iron Pipe
Cem.	Cement	F.O.	Fiber Optic Witness Marker
C&G	Curb & Gutter	F.P.	Fire plug
Ch.	Chain (66 ft, 100 links, 4 rods or poles)	F.P.V.	Fire Protection Valve
Chan.	Channel	Ft.	Foot or Feet
CH. Or Chd.	Chord	G.	Gutter
C.I.	Curb Inlet	--- G -----	Gas line
C/L or ---- C/L ----	Center Line	Galv.	Galvanized
C.M.	Concrete Monument	G.M.	Gas Meter
C.M.P.	Corrugated Metal Pipe	G.P.	Guard Post
C.O.	Cleanout	Gr.	Grade
Co.	County	Grvl.	Gravel
Conc.	Concrete	G.V.	Gas Valve
Const.	Construction	HC	Handicap
Cor.	Corner	Hor.	Horizontal
C.P.	Concrete Pad	Ht.	Height
Ct.	Cout	H.W.	High Water
Ctr.	Center Line	H.W.M.	High Water Mark
Cu.	Cubic	Hy.	Highway
Culv.	Culvert	In.	Inch
D.B.	Deed Book	Inters.	Intersection
Deg.	Degree	I.P.	Iron Pipe
Descp.	Description	I.P.F.	Iron Pipe Found
D.I.	Drop Inlet	I.P.S.	Iron Pipe Set
Dia.	Diameter	J.B.	Junction box
Dist.	District or Distance	L.	Length of arc

Lat.	Latitude	Pvmt.	Pavement
Lks.	Links (1/100th chain)	R.	Radius
Loc.	Locate or Location	R.C.P.	Reinforced Concrete
Long.	Longitude		Pipe
L.P.	Light Pole	Rd.	Road
L.S.	Land Surveyor	R.L.S.	Registered Land
Lt.	Left		Surveyor
L.W.	Low Water	Rod	Rod or pole (16.5 ft)
M.	Meter	Rdy.	Roadway
M.B.	Map Book	Res.	Reservoir
M.B.L.	Minimum Building	Ret.Wall	Retaining Wall
	Line	Rood	Rood (1/4 acre)
Meas.	Measure	R.R.	Railroad or railroad
Mer.	Meridian		spike
M.H.	Manhole	Rt.	Right
MHWM	Mean High Water	R/W	Right-of-way
	Mark	Ry.	Railway
Mi.	Mile (5,280 ft. 1,760	S.	South or Sewer
	yds.)	--- S ---	Sewer line
Mid.	Middle or Midway	San.	Sanitary
Min.	Minimum or Minute	S.D.	Storm drain
mm.	Millimeter	S.D.M.H.	Storm drain manhole
Mon.	Monument	S.E.	Southeast
N.	North	S.F.R.	Single Family
N.E.	Northesat		Residential
N.G.S.	National Geodetic	S/O	South of
	Survey	Spk.	Spike
N.I.P.	New Iron Pipe	Sq.	Square
No.	Number	Sq.Ft.	Square foot or feet
N/O	North of	Sq. Mi.	Square Mile (640
NTS	Not to scale		acres)
N.W.	Northwest	S.S. or ----- SS -----	Sanitary Sewer Lines
----- OE -----	Overhead Electrical	S.S.M.H.	Sanitary Sewer
	Line		Manhole
----- OT -----	Overhead Telephone	St.	Street
	Line	Stk.	Stake
----- P -----	Overhead power line	S.W.	Southwest
Par.	Parallel	----- T -----	Telephone line
Pav.	Paved, paving or	Tel.	Telephone (pole)
	pavement	TF	Transformer
P.B.	Phone box	T.P.	Transformer Pad
P.B.	Plat Book	T.P.	Telephone Pedestal
P.C.	Point of Curve or	Tr.	Tract
	Curvature	Twp.	Township
Pg.	Page	----- U -----	Utility lines
P. I.	Point of Intersection	----- UE -----	Underground
P.K.	P.K. Nail Set		Electrical Lines
P.L. or <u>PL</u>	Property Line	U.E.	Utility easement
Pla.	Place	U.G.	Underground
P.O.B.	Point of Beginning	UGMRK	Underground Gas
Po.	Pole or rod (16.5 ft)		Marker
P.P.	Power pole	U.S.C.E.	United States Corps
Pt.	Point		of Engineers

TOPIC: Plats and Surveys

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Last Revised 1/22/2008

U.S.C.&G.S.	United States Coast & Geodetic Survey	W.L. or ---W-----	Water Line
U.S.G.S.	United States Geological Survey	W.M.	Water meter
----- UT -----	Underground Telephone Line	W.V.	Water valve
W.	West	W/O	West of
		Yd.	Yard (3 ft., 36 inches)



CHICAGO BULL

Vol 1 Edition 3

"NEW SURVEY COVERAGE"

For a number of years it has been the practice of Chicago Title to provide survey coverage for loan policies on one to four family subdivided residential properties without requiring an updated survey or if no survey was available, without a survey.

We are now extending this practice to include residential tracts under 25 acres and commercial transactions under 5 million dollars.

Chicago Title direct offices and agents will provide survey coverage on such loan policies without requiring an updated survey or a new survey. This coverage can include issuance of the ALTA Form 9 endorsement or CLTA Form 100 Endorsement without requiring a new survey.

Notwithstanding this general practice, we will take exceptions for unrecorded easements or encroachments, etc. which we find through other means such as prior policies, surveys or from the parties to the transaction.

Please note that this new practice will not be applied to any owners' policies or to loan policies insuring construction loans.



CHICAGO BULL

VOLUME 1, EDITION 5

Owners Need Surveys – Still!

(Or, The *Risks To You and Your Client* of Lender's "Survey Coverage Without a Survey")

You have heard it a hundred times. In gathering information about a closing, you ask either the real estate broker or the owner about whether you should obtain a survey. Their response: "My broker told me I do not have to have a survey. The title insurance company will cover it." To assist in lowering costs, the practice of providing lender's coverage without a new survey was developed in residential transactions. In the absence of a current survey, the customary practice is to issue the loan policy without a survey exception. And now this has expanded into *commercial properties (under \$5 million) as well!*

But the owner will not be covered, even in those situations where the lender might be! The owner's policy contains an exception for easements, setbacks and other matters which would have been shown on a survey.

Below are a few examples of situations that arise all too often where the *owner really needed a survey, for title insurance and other reasons!* In many of these cases, the lender could have avoided delinquencies and other problems if they, too, had obtained an actual survey to identify problems at or before closing.

1. **Access:** Does the owner have "reasonable," "legal" or any right of access at all? Is this clear from the public record? Is the physical access within this legal access? Some examples: The driveway is actually across the property line on the neighbor's property or in an *exclusive* right-of-way for the benefit of an unfriendly neighbor. Physical access is over a private road, even though they abut a public road, and no one is sure who is responsible for maintenance of the private road, if anyone. Does your owner need a search of and title insurance coverage for a critical appurtenant easement? Is the access actually located in (but not recorded in the Registry of) the adjoining county? (NOTE: Physical access used may not be the same as the "legal" or "reasonable" access covered by a title policy.)
2. **Acreage:** Was actual acreage important to your owner in determining the value of the property? Will the sale violate a subdivision ordinance? Loss through an acreage discrepancy of even one acre of land to be developed for an office park may have serious financial ramifications for your client's development plan!
3. **Waterfront?** Does the property extend to the lake's high water mark or is it just lake *view*?. Have creeks moved, rivers or beaches eroded? Is there any filled area? Or are there areas that have been excavated (for a boat dock, for example) placing the areas outside the lot's boundary which the plat sets at an elevation and not a location (common on power company lakes)? Is the lot even above water?
4. **Utilities:** Electrical, sewer or other rights-of-way, either underground or currently underutilized, whose location or size would be clearly apparent on a survey, may inhibit or prevent contemplated construction or replacement of improvements on the property. Wells or septic fields may be located on other nearby properties, for which appurtenance conveyances, easements and maintenance agreements may be needed to protect your buyer.
5. **Road rights-of-way:** Where are your improvements in relation to the actual state- or city-claimed right-of-way, including gas pumps, signs, needed parking areas?
6. **Setbacks, buffers:** Can you identify and protect your buyer with regard to any violations?
7. **Governmental exclusions:** Illegal subdivisions, revised flood zones, street widenings or other governmental matters not covered by a title insurance policy may be shown or made apparent on a survey. New sidewalks or sewer lines (indicating potential assessments not yet billed) may be indicated.
8. **Boundary lines:** Remember the rules of construction. Abutters' claimed boundaries are a "permanent monument" with clear priority over metes and bounds. Do your owner's expectations match these

presumptions? Is it even the same “dirt” your owner thinks they are buying? Are the parties contracting for one rental home, where the old legal description into the seller actually included two homes?

9. **Wrong property altogether!** The owner has good title to (and a good title policy coverage on) Lot 1 of Happy Homes Subdivision. Unfortunately the house they thought they bought was on Lot 2. And by the time this was determined, Lot 2’s title was in chaos after intestate decedents’ estates, minor heirs and foreclosures had intervened.
10. **Old improvements:** Existing building in a very old subdivision was substantially destroyed by casualty. It could not be rebuilt in compliance with current zoning ordinance without seeking (and obtaining) a variance, the outcome of which is uncertain.
11. **Old plats:** One of last undeveloped lots in a 1920’s subdivision was purchased (without survey). Several years later when the owners planned to begin construction, a new survey using new technology reflected the *remaining* lot area to be 10% less than originally thought, causing serious revision of the building plans and substantial cost.
12. **Encroachments by others:** A neighbor’s stone wall cuts off 10’ strip from the side of the owner’s property. Or an old driveway still in use for access to mobile home in the woods actually crossed rear portion of lot in new upscale neighborhood. (FYI: Trespass is not a *title* issue, but a tort!)
13. **Encroachments by your owner:** New owner of adjoining property *demand*s removal of fence encroaching onto their property.
14. **Improvements:** Is this a mobile home, requiring verification of title cancellation, permanent foundation, property tax listing, etc.? Is there evidence of recent construction which might indicate a risk of mechanics’ liens arising post-closing?
15. **Marketability and re-sale:** Maybe your owner does not care, but the next person purchasing from them may care enough to back out of the contract or at least delay the closing until a matter can be resolved – at your owner’s expense!
16. **Liability:** Most importantly, if the owner does not obtain their own survey, they have no privity with the surveyor – and no claim against a surveyor for any inaccuracies in a prior survey.

The surveyor is a critical link between your legal assessment of title and the actual “dirt” your client believes they are purchasing. The surveyor can save you and your client untold misery in the future. Many of the above cases have also caused losses to lenders, due to delays in foreclosures, joinder as necessary parties in lawsuits or disruptions in their borrowers’ desire to make payments pending resolution of problems, often not covered by their title policies because not purely *title* problems.

So, the next time your owner says “my broker told me . . .” perhaps you’ll have a few more examples to add to your stock of advice to them! And maybe a “Waiver of Survey Affidavit” such as the attached might be in order!

Happy Closings!

Chicago Title Insurance Company

STATE OF NORTH CAROLINA
COUNTY OF _____

**AFFIDAVIT OF BUYER REGARDING
WAIVER OF SURVEY**

BUYERS: _____
CLOSING ATTORNEY: _____
PROPERTY: _____

The undersigned Buyers of the Property above do hereby certify as follows:

1. The Buyers have been generally advised by the Closing Attorney of the reasons for obtaining a current survey of the Property.
2. The Closing Attorney has disclosed the potential risk of not obtaining a current survey on behalf of the Buyers, including but not limited to, the following risks:
 - If a prior survey exists or has been provided, that surveyor may have no liability to the Buyers for any inaccuracies in this prior survey.
 - The Buyers' new title insurance policy (if any) may not provide full current owner's survey coverage, and
 - The Buyers may have no protection against or notice of matters which a current survey might reveal, many of which are not matters of public record and would not be included in an attorney's title opinion.
3. The Buyers are aware that failure to remedy or obtain insurance to cover problems a survey might reveal may result in financial loss to them in the future, for which they may not be insured.
4. After considering this information, the undersigned Buyers choose to waive the option of obtaining a current survey.
5. The Buyers hereby agree to hold the Closing Attorney and Chicago Title Insurance Company harmless from any loss or damage resulting from matters which would be revealed by a current survey, including but not limited to court costs and attorneys' fees.

This the _____ day of _____, 20____.

Buyer/Owner

Buyer/Owner

State of _____
County of _____

Signed and sworn to (or affirmed) before me this day by _____
_____[insert name(s) of principal(s)], and I certify that each of the
aforesaid person(s) personally appeared before me this day acknowledging to me that he or she signed the foregoing document.

Date: _____

Public

(Official/Notarial Seal)

_____, Notary

Notary's Printed or Typed Name

My commission expires: _____

**2005 MINIMUM STANDARD DETAIL REQUIREMENTS FOR
ALTA/ACSM LAND TITLE SURVEYS
as adopted by
American Land Title Association
and
National Society of Professional Surveyors
(a member organization of the American Congress on Surveying and Mapping)**

It is recognized that members of the American Land Title Association (ALTA) have specific needs, peculiar to title insurance matters, which require particular information for acceptance by title insurance companies when said companies are asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection and not be evidenced by the public records. In the general interest of the public, the surveying profession, title insurers and abstracters, ALTA and the National Society of Professional Surveyors, Inc. (NSPS) jointly promulgate and set forth such details and criteria for standards. It is recognized and understood that local and state standards or standards of care, which surveyors in those respective jurisdictions are bound by, may augment, or even require variations to the standards outlined herein. Where conflicts between the standards outlined herein and any jurisdictional statutes or regulations occur, the more restrictive requirement shall apply. It is also recognized that title insurance companies are entitled to rely on the survey furnished to them to be of an appropriate professional quality, both as to completeness and as to accuracy. It is equally recognized that for the performance of a survey, the surveyor will be provided with appropriate data which can be relied upon in the preparation of the survey.

For a survey of real property and the plat or map of the survey to be acceptable to a title insurance company for purposes of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information shall be presented for the distinct and clear understanding between the client (insured), the title insurance company (insurer), and the surveyor (the person professionally responsible for the survey). These requirements are:

1. The client shall request the survey or arrange for the survey to be requested and shall provide a written authorization to proceed with the survey from the person responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request shall specify that an "**ALTA/ACSM LAND TITLE SURVEY**" is required and shall designate which of the optional items listed in Table A are to be incorporated. The request shall set forth the record description of the property to be surveyed or, in the case of an original survey, the record description of the parent parcel that contains the property to be surveyed. Complete copies of the record description of the property (or, in the case of an original survey, the parent parcel), any record easements benefiting the property; the record easements or servitudes and covenants burdening the property ("Record Documents"); documents of record referred to in the Record Documents; and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference shall be provided to the surveyor for notation on the plat or map of survey.
2. The plat or map of such survey shall bear the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions and the caption "**ALTA/ACSM Land Title Survey**" with the certification set forth in paragraph 8.
3. An "**ALTA/ACSM LAND TITLE SURVEY**" shall be in accordance with the then-current "Accuracy Standards for Land Title Surveys" ("Accuracy Standards") as adopted, from time to time by the National Society of Professional Surveyors and the American Land Title Association and incorporated herein by reference.
4. On the plat or map of an "**ALTA/ACSM LAND TITLE SURVEY**," the survey boundary shall be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet or meters or both, shall be included. A north arrow shall be shown and when practicable, the plat or map of survey shall be oriented so that north is at the top of the drawing. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map. The plat or map shall be a minimum size of 8½ by 11 inches.
5. The survey shall be performed on the ground and the plat or map of an "**ALTA/ACSM LAND TITLE SURVEY**" shall contain, in addition to the required items already specified above, the following applicable information:
 - (a) All data necessary to indicate the mathematical dimensions and relationships of the boundary represented, with angles given directly or by bearings, and with the length and radius of each curve, together with elements necessary to mathematically define each curve. The point of beginning of the surveyor's description shall be shown as well as the remote point of beginning if different. A bearing base shall refer to some well-fixed line, so that the bearings may be easily re-established. The North arrow shall be referenced to its bearing base and should that bearing base differ from record title, that difference shall be noted.

- (b) When record bearings or angles or distances differ from measured bearings, angles or distances, both the record and measured bearings, angles, and distances shall be clearly indicated. If the record description fails to form a mathematically closed figure, the surveyor shall so indicate.
- (c) Measured and record distances from corners of parcels surveyed to the nearest right-of-way lines of streets in urban or suburban areas, together with recovered lot corners and evidence of lot corners, shall be noted. For streets and highways abutting the property surveyed, the name, the width and location of pavement relative to the nearest boundary line of the surveyed tract, and the width of existing rights of way, where available from the controlling jurisdiction, shall be shown. Observable evidence of access (or lack thereof) to such abutting streets or highways shall be indicated. Observable evidence of private roads shall be so indicated. Streets abutting the premises, which have been described in Record Documents, but not physically opened, shall be shown and so noted.
- (d) The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents which the survey represents, wholly or in part, shall be shown with their appropriate recording data, filing dates and map numbers, and the lot, block, and section numbers or letters of the surveyed premises. For non-platted adjoining land, names, and recording data identifying adjoining owners as they appear of record shall be shown. For platted adjoining land, the recording data of the subdivision plat shall be shown. The survey shall indicate platted setback or building restriction lines which have been recorded in subdivision plats or which appear in Record Documents which have been delivered to the surveyor. Contiguity, gores, and overlaps along the exterior boundaries of the surveyed premises, where ascertainable from field evidence or Record Documents, or interior to those exterior boundaries, shall be clearly indicated or noted. Where only a part of a recorded lot or parcel is included in the survey, the balance of the lot or parcel shall be indicated.
- (e) All evidence of monuments shall be shown and noted to indicate which were found and which were placed. All evidence of monuments found beyond the surveyed premises on which establishment of the corners of the surveyed premises are dependent, and their application related to the survey shall be indicated.
- (f) The character of any and all evidence of possession shall be stated and the location of such evidence carefully given in relation to both the measured boundary lines and those established by the record. An absence of notation on the survey shall be presumptive of no observable evidence of possession.
- (g) The location of all buildings upon the plot or parcel shall be shown and their locations defined by measurements perpendicular to the nearest perimeter boundaries. The precision of these measurements shall be commensurate with the Relative Positional Accuracy of the survey as specified in the current Accuracy Standards for ALTA/ACSM Land Title Surveys. If there are no buildings erected on the property being surveyed, the plat or map shall bear the statement, "No buildings." Proper street numbers shall be shown where available.
- (h) All easements evidenced by Record Documents which have been delivered to the surveyor shall be shown, both those burdening and those benefiting the property surveyed, indicating recording information. If such an easement cannot be located, a note to this effect shall be included. Observable evidence of easements and/or servitudes of all kinds, such as those created by roads; rights-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property, shall be located and noted. If the surveyor has knowledge of any such easements and/or servitudes, not observable at the time the present survey is made, such lack of observable evidence shall be noted. Surface indications, if any, of underground easements and/or servitudes shall also be shown.
- (i) The character and location of all walls, buildings, fences, and other visible improvements within five feet of each side of the boundary lines shall be noted. Without expressing a legal opinion, physical evidence of all encroaching structural appurtenances and projections, such as fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim, etc., by or on adjoining property or on abutting streets, on any easement or over setback lines shown by Record Documents shall be indicated with the extent of such encroachment or projection. If the client wishes to have additional information with regard to appurtenances such as whether or not such appurtenances are independent, division, or party walls and are plumb, the client will assume the responsibility of obtaining such permissions as are necessary for the surveyor to enter upon the properties to make such determinations.
- (j) Driveways, alleys and other ways of access on or crossing the property must be shown. Where there is evidence of use by other than the occupants of the property, the surveyor must so indicate on the plat or map. Where driveways or alleys on adjoining properties encroach, in whole or in part, on the property being surveyed, the surveyor must so indicate on the plat or map with appropriate measurements.
- (k) As accurately as the evidence permits, the location of cemeteries and burial grounds (i) disclosed in the Record Documents provided by client or (ii) observed in the process of performing the field work for the survey, shall be shown.
- (l) Ponds, lakes, springs, or rivers bordering on or running through the premises being surveyed shall be shown.

6. As a minimum requirement, the surveyor shall furnish two sets of prints of the plat or map of survey to the title insurance company or the client. If the plat or map of survey consists of more than one sheet, the sheets shall be numbered, the total number of sheets indicated and match lines be shown on each sheet. The prints shall be on durable and dimensionally stable material of a quality standard acceptable to the title insurance company. The record title description of the surveyed tract, or the description provided by the client, and any new description prepared by the surveyor must appear on the face of the plat or map or otherwise accompany the survey. When, in the opinion of the surveyor, the results of the survey differ significantly from the record,

or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor may explain this information with notes on the face of the plat or map or in accompanying attachments. If the relative positional accuracy of the survey exceeds that allowable, the surveyor shall explain the site conditions that resulted in that outcome with a note on the face of the map or plat.

7. Water boundaries necessarily are subject to change due to erosion or accretion by tidal action or the flow of rivers and streams. A realignment of water bodies may also occur due to many reasons such as deliberate cutting and filling of bordering lands or by avulsion. Recorded surveys of natural water boundaries are not relied upon by title insurers for location of title.

When a property to be surveyed for title insurance purposes contains a natural water boundary, the surveyor shall measure the location of the boundary according to appropriate surveying methods and note on the plat or map the date of the measurement and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of changes in such boundaries, the extent of those changes shall be identified.

8. When the surveyor has met all of the minimum standard detail requirements for an ALTA/ACSM Land Title Survey, the following certification shall be made on the plat:

To (name of client), (name of lender, if known), (name of title insurance company, if known), (name of others as instructed by client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items _____ of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of _____, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: _____ (signed) _____ (seal)
Registration No. _____

NOTE: If, as otherwise allowed in the Accuracy Standards, the Relative Positional Accuracy exceeds that which is specified therein, the following certification shall be made on the plat:

To (name of client), (name of lender, if known), (name of title insurance company, if known), (name of others as instructed by client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items _____ of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of _____, the maximum Relative Positional Accuracy is _____ feet.

Date: _____ (signed) _____ (seal)
Registration No. _____

The 2005 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are effective January 1, 2006. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are superseded by these 2005 standards.

*Adopted by the American Land Title Association on October 5, 2005.
Adopted by the Board of Directors, National Society of Professional Surveyors on October 24, 2005.
American Land Title Association, 1828 L St., N.W., Suite 705, Washington, D.C. 20036.
National Society of Professional Surveyors, Inc., 6 Montgomery Village Avenue, Suite 403, Gaithersburg, MD 20879*

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The items of Table A must be negotiated between the surveyor and client. It may be necessary for the surveyor to qualify or expand upon the description of these items, e.g., in reference to Item 6, there may be a need for an interpretation of a restriction. The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Items 16, 17 and 18 are only for use on projects for the U.S. Department of Housing and Urban Development (HUD).

If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise negotiated:

1. _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by an existing monument or witness to the corner.
2. _____ Vicinity map showing the property surveyed in reference to nearby highway(s) or major street intersection(s).
3. _____ Flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only.)
4. _____ Gross land area (and other areas if specified by the client).
5. _____ Contours and the datum of the elevations.
6. _____ List setback, height, and floor space area restrictions disclosed by applicable zoning or building codes (beyond those required under paragraph 5d of these standards). If none, so state. The source of such information must be disclosed. See "Note" above.
7. _____ (a) Exterior dimensions of all buildings at ground level
(b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level
_____ (2) gross floor area of all buildings; or
_____ (3) other areas to be defined by the client
_____ (c) Measured height of all buildings above grade at a defined location. If no defined location is provided, the point of measurement shall be shown.
8. _____ Substantial, visible improvements (in addition to buildings) such as billboards, signs, parking structures, swimming pools, etc.
9. _____ Parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc.) and number of parking spaces.
10. _____ Indication of access to a public way on land such as curb cuts and driveways, and to and from waters adjoining the surveyed tract, such as boat slips, launches, piers and docks..
11. _____ Location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by:
_____ (a) Observed evidence
_____ (b) Observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information)
 - railroad tracks and sidings;
 - manholes, catch basins, valve vaults or other surface indications of subterranean uses;
 - wires and cables (including their function, if readily identifiable) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all crossmembers or overhangs affecting the surveyed premises; and
 - utility company installations on the surveyed premises.
12. _____ Governmental Agency survey-related requirements as specified by the client.
13. _____ Names of adjoining owners of platted lands.

14. _____ *The distance to the nearest intersecting street as designated by the client*
15. _____ *Rectified orthophotography, photogrammetric mapping, laser scanning and other similar products, tools or technologies may be utilized as the basis for the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential accuracy and completeness of the data gathered thereby) with the title company, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, relative accuracy and other relevant qualifications of any such data.*
16. _____ *Observable evidence of earth moving work, building construction or building additions within recent months.*
17. _____ *Any changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction. Observable evidence of recent street or sidewalk construction or repairs.*
18. _____ *Observable evidence of site use as a solid waste dump, sump or sanitary landfill.*
19. _____

Accuracy Standards for ALTA/ACSM Land Title Surveys

Introduction

These Accuracy Standards address Relative Positional Accuracies for measurements that control land boundaries on ALTA/ACSM Land Title Surveys.

In order to meet these standards, the surveyor must assure and certify that the Relative Positional Accuracies resulting from the measurements made on the survey do not exceed that which is allowable.

If the size or configuration of the property to be surveyed, or the relief, vegetation or improvements on the property will result in survey measurements for which the allowable Relative Positional Accuracies will be exceeded, the surveyor must alternatively certify as to the Relative Positional Accuracy that was otherwise achieved on the survey.

Definition:

“Relative Positional Accuracy” means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.

Background

The lines and corners on any property survey have uncertainty in location which is the result of (1) availability and condition of reference monuments, (2) occupation or possession lines as they may differ from record lines, (3) clarity or ambiguity of the record descriptions or plats of the surveyed tracts and its adjoiners and (4) Relative Positional Accuracy.

The first three sources of uncertainty must be weighed as evidence in the determination of where, in the professional surveyor’s opinion, the boundary lines and corners should be placed. Relative Positional Accuracy is related to how accurately the surveyor is able to monument or report those positions.

Of these four sources of uncertainty, only Relative Positional Accuracy is controllable, although due to the inherent error in any measurement, it cannot be eliminated. The first three can be estimated based on evidence; Relative Positional Accuracy can be estimated using statistical means.

The surveyor shall, to the extent necessary to achieve the standard contained herein, (1) compensate or correct for systematic errors, including those associated with instrument calibration, (2) select the appropriate equipment and methods, and use trained personnel and (3) use appropriate error propagation and other measurement design theory to select the proper instruments, field procedures, geometric layouts and computational procedures to control random errors.

If radial survey methods, GPS or other acceptable technologies or procedures are used to locate or establish points on the survey, the surveyor shall apply appropriate procedures in order to assure that the allowable Relative Positional Accuracy of such points is not exceeded.

Computation of Relative Positional Accuracy

Relative Positional Accuracy may be tested by:
(1) comparing the relative location of points in a survey as measured by an independent survey of higher accuracy or
(2) the results of a minimally constrained, correctly weighted least square adjustment of the survey.

Allowable Relative Positional Accuracy for Measurements Controlling Land Boundaries on ALTA/ACSM Land Title Surveys

0.07 feet (or 20 mm) + 50 ppm
