EVERYTHING YOU ALWAYS WANTED TO KNOW ABOUT SURVEYS ... AND THEN SOME!

I. Why get a survey?

A. Are matters of survey covered in the policy?

1. Covered Risk 2(c) of the standard Owner’s Policy of Title Insurance insures against loss or damage caused by reason of:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land 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.

However, this coverage is subject to “the exceptions from coverage contained in Schedule B” of the policy. Therefore, if no survey is obtained, Schedule B of the policy will take exception to matters of survey for the owner by excepting to: “Any facts, rights, interest or claims which would be disclosed by an accurate survey and inspection of the premises herein described.” Thus, the owner will have no coverage for any matters which a survey would have shown.

2. In the Homeowner’s Policy, Covered Risks 21, 22, 23 and 24 insure against loss caused by the following:

(21) You are forced to remove Your existing structures because they encroach onto Your neighbor’s land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

(22) Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor’s existing structures encroach onto the Land.

(23) You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.

(24) Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.

Without a survey, these coverages will be deleted in Schedule B of the policy.
3. Lenders generally will not accept a survey exception in the loan policy. In many instances, the survey exception can be deleted. Specifically, the policy can be issued free of the survey exception if the property is residential, in a platted subdivision, contains less than 25 acres, and has no apparent risks that a survey would disclose.

4. What about using an existing survey with an affidavit? This can be a good solution, depending on several factors. Is the survey reasonably recent? (There is no hard and fast rule on how old a survey can be; it depends on the type of property, the likelihood of change between the date of the survey and now, etc.) Was the survey obtained by the current owner? This decision should be made on a case-by-case basis with the assistance of underwriting counsel. The survey affidavit places the risk of any changes in the property on the seller, who may or may not be willing to execute this instrument. A form of Survey Affidavit is attached hereto as Exhibit A. Of course, a purchaser relying on a prior owner’s survey has no contractual privity with the surveyor and could not pursue an action against the surveyor in the event of an error.

B. Apart from a lack of policy coverage, why should a purchaser get a survey?

1. If there is a problem that the survey would have revealed and it needs to be resolved, the expense will fall squarely on the owner to the extent the issue is created by something on his property. If the issue pertains to a neighbor’s property, the cost of any legal fees to get it resolved will fall on the owner. Examples of problems that a survey might show include lack of access, access easements used by adjoining properties, and encroachments.

2. The owner can improve her property without concern that the addition, fence, etc. will violate a property line or setback line.

3. There are times when the exact acreage is in dispute and a survey can put that matter to rest. For an interesting discussion of just how much difference an accurate survey can make when the purchase price is based on the quantity of acreage, see Wooten v. Lightburn, 579 F. Supp.2d 769 (W.D.Va. 2008), aff’d (4th Cir. 2009) (survey obtained post-closing revealed that the property contained 182 acres less than the contract indicated, resulting in a decrease in the contract price of over $390,000).

4. The purchaser will know exactly what is on the property so that there are no surprises later (e.g., a cemetery that no one saw at the time of purchase!). The owner can have peace of mind that at such time as he sells the property, potential purchasers will not have any reason to back out of a contract because of a survey matter.

C. Surveys are not necessary for the purchase of a condominium unit.

1. Condominiums in Virginia must meet strict statutory requirements, and one of these is that the Declaration include a plat of the property and plans defining each unit within the condominium regime.

2. The purchaser of a condominium unit is almost always purchasing the interior of a unit, and a physical survey in this case is not necessary.
II. What is a survey?\(^1\)

A. A physical survey is NOT ...

1. A boundary plat (which, as its name suggests, provides a depiction of the boundary lines of a given parcel or parcels).

2. A house location survey (which shows the as-built location of the dwelling on the property, but not necessarily anything else).

3. A site plan (which indicates where the owner intends to place the dwelling in the future).

4. A topographical map (which gives the elevations of a property).

B. A physical survey IS ...

1. A complete depiction of all boundary lines, with calls for each line.

2. A depiction of the location of all improvements, with distances given for distance of improvements from boundary lines.

3. A disclosure of other items located on the property, including but not limited to:
   a) Access easements
   b) Cemeteries
   c) Encroachments

4. Certified by the surveyor to be an accurate depiction of all characteristics of the property based on an actual physical examination of the property. The surveyor has physically walked the property in its entirety unless otherwise noted (see Section IV(G) below), and has not based the survey solely on plats of record.

III. Who can perform a survey?

A. Only licensed surveyors can sign off on a physical survey.

B. To become a licensed surveyor in Virginia, one must study under a licensed surveyor for a minimum of four (4) years, and then must pass the Examination on Board Regulations & Statutes. Virginia Administrative Code §18VAC10-20-300 et seq.

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\(^1\) The term “survey” technically means the field work performed by the surveyor to obtain the information to be depicted on the “plat”. However, for the purposes of this discussion, we will use the term “survey” to mean a plat of a physical survey, to be distinguished from other types of plats that do not rise to the level of plats of physical surveys.
C. Surveyors are liable for errors on their surveys for three (3) years for surveys performed based on an unwritten contract between the owner and surveyor, or for five (5) years for surveys performed pursuant to a written contract. Va. Code Ann. § 8.01-246. Gerald T. Dixon, Jr., L.L.C. v. Hassell & Folks, P.C. (Va. S. Ct., Mar. 2, 2012). Any suit must be brought by the owner who contracted for the survey.

IV. What matters on a survey, and what do all those marks really mean?

A. The most common abbreviations on residential surveys include:
   1. IF/IPF: Iron Found/Iron Pin Found
   2. TP: Telephone Pedestal
   3. TVP/TV Ped/CATV Ped: Television Pedestal/Cable Television Pedestal
   4. EP: Electric Pedestal
   5. PP/UP: Power Pole/Utility Pole
   6. OHE/OHU: Overhead Electric Lines/Overhead Utility Lines
   7. WM/WV: Water Meter/Water Valve
   8. GM: Gas Meter
   9. CO/SCO: Cleanout/Sanitary Cleanout
   10. DI: Drop Inlet
   11. MH/SSMH/SDMH: Manhole/Sewer Manhole/Sanitary Sewer Manhole/Storm Drain Manhole
   12. BRL/BSL: Building Restriction Line/Building Setback Line
   13. LP: Light (or Lamp) Pole
   14. PT/UPT/LP: Propane Tank/Underground Propane Tank/LP Gas Tank

B. Which items should be included when abstracting a survey on a commitment?

   1. For title insurance purposes, call out any item that gives another person or company the right to come onto the insured premises. Utility easements, and anything related to them, should be noted. A telephone pedestal may not seem like a matter of concern, but it means the telephone company may come onto the property and perform maintenance on the pedestal, which could mean digging on the property. Better to have it called out and the owner put on notice than to have the owner file a claim because his prize azaleas, located next to the pedestal, have been decimated by the utility company.

   2. Items installed solely at the expense of, and for the benefit of, the owner typically do not need to be called out. A well is a good example of this, as it is not something maintained by a public utility company. The owner controls the installation and maintenance of any wells on the property. Satellite dishes are another good example, as are lamp posts.

   3. Encroachments or setback line violations should be called out, but regarding setback lines, first determine whether the restrictive covenants impose the setbacks or whether these are zoning lines.

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2 A more complete list of surveyors’ abbreviations, as well as other surveying information, can be found at http://www.directlinesoftware.com/survey.htm.
a) Restrictive covenants often state that the setbacks shown on the plat are restrictions running with the land; if that is the case and there is a violation, this should be called out regardless of the type of policy.

b) Sometimes the restrictions distinguish between “dwellings” and “improvements”. If the restrictions state that any “dwelling” must be a certain distance from the property lines but do not indicate any requirements for accessory buildings, do not call out sheds, dog houses, etc., that may lie within the setback area (except as set forth below). However, if the restrictions just say “improvements”, then any building, including a shed, can be in violation of the setback lines.

c) If the restrictions do not impose any setback lines and the plat showing such lines indicates that these are the zoning requirements, call out violations on the enhanced owner’s policy only, as Covered Risk 14 includes zoning violations. The standard owner’s policy does not insure against zoning violations (Exclusion 1(a)).

C. Some items deserve their own exceptions.

1. If the survey discloses items of significant potential disruption of the owner’s use of the property, these items should be given their own exception and should not be lumped in with the rest of the survey matters.

2. Cemeteries, access easements and bodies of water should be called out separately, because these items can often impact the owner’s enjoyment of the property. A manhole is not a big deal. A cemetery IS a big deal; a quick detour into this topic is warranted.

   a) If the cemetery was reserved in the chain of title (usually this will be fairly far back in the chain), the underlying fee simple title did not convey with the rest of the property, and appropriate exception should be taken. The survey may trigger this investigation.

   b) If the fee simple title is vested in the current owner, there is still an access easement given by statute to the families of those interred in the cemetery. Virginia Code Ann. § 57-27.1(A) provides in part as follows:

   Owners of private property on which a cemetery or graves are located shall have a duty to allow ingress and egress to the cemetery or graves by (i) family members and descendants of deceased persons buried there; (ii) any cemetery plot owner; and (iii) any person engaging in genealogy research, who has given reasonable notice to the owner of record or to the occupant of the property or both. No landowner shall erect a wall, fence or other structure or device that prevents ingress and egress to the cemetery or grave, unless the wall, fence or other structure or device has a gate or other means by which ingress and egress can be accomplished by persons specified in this subsection...

D. Boundary Lines

   1. All boundary lines on a physical survey must have “calls”—the courses and distances that the surveyor has measured (e.g., N 04°15’25” E 249.02’).
2. The survey should indicate whether corners were defined by existing monuments (e.g., IF or IRF—iron found or iron rod found), or whether the corners were set by the surveyor (e.g., IS—iron set). It is almost always preferable that the surveyor found existing corners, as there is less likelihood of a boundary line dispute if the boundary marker has been there for a long time.

3. Fences can be good ... or bad.

   a) With rural properties, it is not uncommon for a surveyor to rely on the existence of an existing fence line to establish a boundary line, particularly if the surveyor has spoken with the property owners on both sides of the fence line and there is agreement. However, if the surveyor is platting that boundary line for the first time, GET A BOUNDARY AGREEMENT. Often fences will be shown on the survey to lie outside the bounds of the property lines, and in this case the commitment should note that the fences fail to conform to the property lines. It may be that the fence is appurtenant to the adjoining parcel and encroaches on the subject property, or vice versa. In either event, calling it out helps to prevent a claim. If the fence lies considerably off of the boundary line, it may be necessary to add an exception for possible claims of others based on the fence. That is, if a fence lies 20’ or 30’ from the actual boundary line, this may indicate that the adjoining property owner has a possible adverse possession claim.

   Fences on residential property can require different affirmative coverage depending on whose fence is shown. If the survey shows a fence belonging to an adjoining neighbor but encroaching onto the insured property, the lender may seek affirmative coverage that its lien will not be divested (lost) as to that portion of the property within the fenced area, to wit: NOTE: Subject to the conditions and stipulations contained in the Policy, the Company hereby insures the insured against loss or damage by reason of the entry of a final court decree (that constitutes a final determination) from a court of competent jurisdiction divesting the lien of the insured Deed of Trust in whole or in part by reason of the aforesaid. If the fence is instead appurtenant to the insured property but lies on the adjoining property, the lender will want coverage against any costs associated with removing the fence: NOTE: Subject to the conditions and stipulations contained in the Policy, the Company hereby insures the insured against loss or damage by reason of the entry of a final court decree from a court of competent jurisdiction requiring the removal of the encroaching fence.

E. What if the items shown on the survey are also referenced in other recorded documents?

   1. If your survey shows an easement that was created by the original subdivision plat, it is better practice to call out the easement as a separate exception and reference the subdivision plat. There is then no need to also call the easement out when underwriting your survey.
2. If your survey shows an easement that was granted by the owner or a prior owner in the chain, it is better practice to call out the recorded instrument creating the easement as a separate exception and reference that easement. In this way, if there is a question about the validity of the easement, the insured will have the reference for the actual signed, recorded easement between the owner of the property and the grantee of the easement (typically, a utility company).

3. If there is any question as to whether an item shown on the survey is also contained within a separate recorded instrument, call it out when abstracting the survey. Better safe than sorry!

F. Make sure the property on the survey is actually the insured property!

1. This may seem like a given, but occasionally a survey will be provided for a property that is not actually the insured property. Usually this is the result of a miscommunication between the purchaser’s representative and the surveyor—a mistaken lot number or section is given.

2. The acreage shown on the survey should also be confirmed as the same that has been conveyed by the chain deeds. If there is a slight difference, that likely is due to improvements in surveying techniques, but if there is a considerable variance, further investigation should be done to determine the cause. If the survey shows a total quantity of ground less than that in the legal description, the following exception may be appropriate: “This policy does not insure a quantity of ground greater than ____ acres [the acreage shown on the survey].” Occasionally the surveyor may misinterpret a document of record that leads to an inaccurate survey. For example, if a document is construed to be an easement when it is actually an abatement (that is, an actual conveyance of the fee simple title to a governmental agency), the acreage will not be portrayed accurately on the survey. It is rare for something of this nature to occur, but it has happened.

G. What about notes and disclaimers that appear on the survey?

1. Sometimes the most important information on a survey may be a note that the surveyor has included, often in very small print, that could potentially give rise to a claim. For example, the surveyor may have found a gap or an overlap between the insured property and the adjoining land. This must be investigated and most likely an exception made on the policy.

2. If the surveyor has included a disclaimer regarding the scope of the survey, it may render the survey unusable for coverage on the owner’s policy. An example of this would be if the surveyor has not actually done field work but has relied on plats of record to depict the property. If the surveyor has not actually walked the property, the survey should not be accepted for survey coverage for the owner.

V. Commercial Properties and the ALTA/ACSM Survey

A. Why would a residential closer ever see a commercial survey?
1. Your repeat customer wants you to represent them when they get a loan on their small business.

2. You begin a transaction thinking that the clients are buying a house, when it turns out there is an adjacent lot with a convenience store on it. Rather than giving the deal to someone else, you can seek guidance from underwriting counsel and agree to handle it.

B. What exactly is an ALTA/ACSM Survey?

1. ALTA: American Land Title Association; ACSM: American Congress on Surveying and Mapping.

2. An ALTA/ACSM Survey must meet very specific requirements, which are set forth on Exhibit B to this outline. The most important differences, for title purposes, between an ALTA/ACSM Survey and a standard physical survey are as follows:

   a) Title exceptions are required to be provided to the surveyor;

   b) Title to the adjoining properties must be noted;

   c) All recorded easements must be shown, or must be noted as unplattable, and reference made to the title commitment by exception number; and

   d) The survey is certified by the surveyor to the owner, the lender, and the title company.

3. ALTA/ACSM Surveys, being as detailed as they are required to be, are not inexpensive, and if you can work with the lender to accept a standard physical survey instead of the full ALTA survey, your client will be money ahead. However, if the lender insists on this, get the title exception documents to the surveyor as quickly as you can, as these documents are necessary for the survey to be prepared. Also, the surveyor will need a copy of the commitment or pro forma policy, as applicable, so that the survey can reference the exception numbers on the commitment.
Subject property is located at ____________________ ___________________________________________________________________________________________________________, and is owned by ________________________________________________________________________________________________________.

Now, therefore, the Seller(s)/Owner(s), for the purpose of inducing Old Republic National Title Insurance Company to remove exceptions from the lender’s title insurance policy to be issued in this transaction, on oath depose(s) and say(s) as follows:

I/We have owned the property now being sold or mortgaged by me/us continuously for _______________ years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is/are in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.

2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.

4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.

5. The Seller(s)/Owner(s), at present, and for a period of 180 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any materials to be delivered to the premises for which charges remain unpaid.

6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, river, ponds, or lakes bordering or running through said premises.

7. The Undersigned has/have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as shown in the title insurance binder and/or attorney’s title opinion.

8. The Undersigned has/have not allowed and know(s) of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.

____________________________________________
Seller/Owner

____________________________________________
Seller/Owner

Subscribed and sworn to before me this ______________ day of ________________________________, 20______

____________________________________________
Notary Public

Note: If this transaction includes a transfer of title, then Buyer(s) must sign below.

In order to induce Old Republic National Title Insurance Company to remove exceptions from the lender’s title insurance policy only, the undersigned (Buyer(s) of subject property) on oath depose and say(s) the ______ have read the contents of the above, have viewed the property, and know of no facts which would contradict the contents of said Affidavit.

____________________________________________
Buyer

____________________________________________
Buyer

Subscribed and sworn to before me this ______________ day of ________________________________, 20______

____________________________________________
Notary Public

FOR RESIDENTIAL MORTGAGE PURPOSES ONLY
EXHIBIT B

MINIMUM STANDARD DETAIL REQUIREMENTS FOR
ALTA/ACSM LAND TITLE SURVEYS
(Effective February 23, 2011)

1. **Purpose** - Members of the American Land Title Association (ALTA) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose 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 must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers and abstracters, the ALTA and the National Society of Professional Surveyors, Inc. (NSPS) jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/ACSM Land Title Surveys. A complete 2011 ALTA/ACSM Land Title Survey includes the on-site fieldwork required under Section 5 herein, the preparation of a plat or map showing the results of the fieldwork and its relationship to record documents as required under Section 6 herein, any information in Table A herein that may have been negotiated with the client, and the certification outlined in Section 7 herein.

2. **Request for Survey** - The client shall request the survey or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity 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 which of the optional items listed in Table A herein, if any, are to be incorporated. Certain properties, including, but not limited to, marinas, campgrounds, trailer parks and leased areas, may present issues outside those normally encountered on an ALTA/ACSM Land Title Survey. The scope of work related to such properties should be discussed with the client, lender and insurer, and agreed upon in writing prior to requesting the survey. The client may need to secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. **Surveying Standards and Standards of Care**
   A. **Effective Date** - The 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are effective February 23, 2011. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are superseded by these standards.
   B. **Other Requirements and Standards of Practice** - Some Federal agencies, many states and some local jurisdictions have adopted statutes, administrative rules and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors shall also conduct their surveys in accordance with all applicable jurisdictional requirements and standards of practice. Where conflicts between the standards set forth herein and any such jurisdictional requirements and standards of practice occur, the more stringent shall apply.
   C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the ‘prudent surveyor’ in those locales.
   D. **Boundary Resolution** - The boundary lines and corners of any property being surveyed as part of an ALTA/ACSM Land Title Survey shall be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and survey.
   E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
      i. “Relative Positional Precision” means the length of the semi-major axis, expressed in feet or meters, of the error ellipse representing the uncertainty due to random errors in measurements in the location of the monument, or witness, marking any corner of the surveyed property relative to the monument, or witness, marking any other corner of the surveyed property at the 95 percent confidence level (two standard deviations). Relative Positional Precision is estimated by the results of a correctly weighted least squares adjustment of the survey.
      ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1)
4. **Records Research** - It is recognized that for the performance of an ALTA/ACSM Land Title Survey, the surveyor will be provided with appropriate data which can be relied upon in the preparation of the survey. The request for an ALTA/ACSM Land Title Survey shall set forth the current record description of the property to be surveyed or, in the case of an original survey, the current record description of the parent parcel that contains the property to be surveyed. Complete copies of the most recent title commitment, the current record description of the property to be surveyed (or, in the case of an original survey, the current record description of the parent parcel that contains the property to be surveyed), the parent parcel), the current record description of adjoiners, any record easements benefiting the property, the record easements or servitudes and covenants burdening the property (all hereinafter referred to collectively as “Record Documents”), documents of record referred to in the Record Documents, documents necessary to ascertain, if possible, the junior/senior relationship pursuant to Section 6.B.vii. below, and any other documents containing desired appropriate information affecting the property being surveyed, and to which the ALTA/ACSM Land Title Survey shall make reference, shall be provided to the surveyor for use in conducting the survey. Reference is made to Section 3.B. above.

5. **Field Work** - The Survey shall be performed on the ground (except as otherwise negotiated pursuant to Table A, Item 15 below, if selected by the client), and the field work shall include the following:

   A. **Monuments**
      i. The location and description of any monuments or lines that control the boundaries of the surveyed property.
      ii. The location, size and type of any monuments found (or set, if Table A, Item 1 is requested by the client, or if otherwise required – see Section 3.B. above) on the boundary of the surveyed property.

   B. **Rights of Way and Access**
      i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
      ii. The name of any street, highway or other public or private way abutting the surveyed property, and the width and location of the travelled way relative to the nearest boundary line of the surveyed property.
      iii. Visible evidence of physical access (such as, but not limited to, curb cuts and driveways) to any abutting streets, highways or other public ways.
      iv. The location and character of vehicular, pedestrian or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property, including, but not limited to driveways, alleys, private roads, sidewalks and footpaths observed in the process of conducting the survey.
      v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the survey.
vi. Where documentation of the width or location of any abutting street, road or highway right of way was not disclosed in Record Documents provided to the surveyor or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners recovered which might indicate the width or location of such right of way lines.

vii. Evidence of access to and from waters adjoining the surveyed property, such as paths, boat slips, launches, piers and docks observed in the process of conducting the survey.

C. Lines of Possession, and Improvements along the Boundaries
i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoiners, observed in the process of conducting the survey.

ii. The character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines, observed in the process of conducting the survey.

iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the survey, such as fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim, etc., by or onto adjoining property, or onto rights of way, easements or setback lines disclosed in Record Documents provided to the surveyor.

D. Buildings
Based on the normal standard of care, the location of all buildings on the surveyed property shown perpendicular to the nearest perimeter boundary line(s) and expressed to the appropriate degree of precision.

E. Easements and Servitudes
i. Evidence of any easements or servitudes burdening the surveyed property, disclosed in the Record Documents provided to the surveyor and observed in the process of conducting the survey.

ii. Evidence of easements or servitudes not disclosed in the Record Documents provided to the surveyor, but observed in the process of conducting the survey, such as those created by roads; rights of way; water courses; ditches; drains; telephone, fiber optic lines, 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.

iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the survey.

iv. Evidence of use of the surveyed property by other than the apparent occupants observed in the process of conducting the survey.

F. Cemeteries
As accurately as the evidence permits, the location of cemeteries, gravesites, and burial grounds (i) disclosed in the Record Documents provided to the surveyor, or (ii) observed in the process of conducting the survey.

G. Water Features
i. The location of springs, together with the location of ponds, lakes, streams, and rivers bordering on or running through the surveyed property, observed during the process of conducting the survey. See Table A, Item 19 for wetlands locations.

ii. The location of any water boundary on the surveyed property. The attribute(s) of the water feature located (e.g. top of bank, edge of water, high water mark, etc.) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description. (See Section 6.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/ACSM Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be in accordance with the appropriate standard of care.

A. The evidence and locations gathered during the field work as outlined in Section 5 above.

B. Boundary, Descriptions, Dimensions and Closures
i. The current record description of the surveyed property, and any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision.

ii. The location and description of any monuments, lines or other evidence that control the boundaries of the surveyed property or that were otherwise relied upon in establishing or retracing the boundaries of the surveyed property, and the relationship of that evidence to the surveyed boundary. In some cases, this will require notes on the plat or map.

iii. All distances and directions identified in the record description of the surveyed property (and in the new
description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension shall be shown in addition to, and differentiated from, the corresponding record dimension.

iv. The directional, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis of bearings and, when it differs from the record basis, the difference.

v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder does not need to be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.

vi. When the surveyed property includes a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, 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 natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.

vii. The relationship of the boundaries of the surveyed property (i.e. contiguity, gaps, or overlaps) with its adjoiners, where ascertainable from Record Documents and/or from field evidence gathered during the process of conducting the survey of the property being surveyed. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels shall be identified. Where gaps or overlaps are identified, the surveyor shall, prior to preparation of the final plat or map, disclose this to the insurer and client for determination of a course of action concerning junior/senior rights.

viii. 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 shall explain this information with notes on the face of the plat or map.

ix. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed under Section 3.E.v of these standards.

x. A note on the face of the plat or map identifying the title commitment/policy number, effective date and name of the insurer for any title work provided to the surveyor.

C. Easements, Servitudes, Rights of Way, Access and Record Documents

i. The width and recording information of all plottable rights of way, easements and servitudes burdening and benefitting the property surveyed, as evidenced by Record Documents which have been provided to the surveyor.

ii. A note regarding any right of way, easement or servitude evidenced by a Record Document which has been provided to the surveyor (a) the location of which cannot be determined from the record document, or (b) of which there was no observed evidence at the time of the survey, or (c) that is a blanket easement, or (d) that is not on, or does not touch, the surveyed property, or (e) that limits access to an otherwise abutting right of way, or (f) in cases where the surveyed property is composed of multiple parcels, which of such parcels the various rights of way, easements, and servitudes cross.

iii. A note if no physical access to a public way was observed in the process of conducting the survey.

iv. The width of abutting rights of way and the source of such information (a) where available from the controlling jurisdiction or (b) where disclosed in Record Documents provided to the surveyor.

v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents which the survey represents, wholly or in part, with their recording or filing data.

vi. For non-platted adjoining land, names and recording data identifying adjoining owners according to current public records. For platted adjoining land, the recording data of the subdivision plat.

vii. Platted setback or building restriction lines which appear on recorded subdivision plats or which were disclosed in Record Documents provided to the surveyor.

D. Presentation

i. The plat or map shall be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale. When recordation or filing of a plat or map is required by law, such plat or map shall be produced in recordable form. The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map. A north arrow (with north to the top of the drawing when practicable), a legend of symbols and abbreviations, and a vicinity map showing the property in reference to nearby highway(s) or major street intersection(s).

ii. Supplementary or detail diagrams when necessary.

iii. If there are no visible buildings on the surveyed property, a note stating “No buildings existing on the surveyed property” shall appear on the face on the survey.

iv. The surveyor’s project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, and email address of the surveyor who performed the survey. The date(s) of any revisions made by said surveyor.
v. Sheet numbers where the plat or map is composed of more than one sheet.
vi. The caption “ALTA/ACSM Land Title Survey.”

7. **Certification** - The plat or map of an ALTA/ACSM Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. above:

   To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

   This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The field work was completed on ______________.

   Date of Plat or Map:_____  (Surveyor’s signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client, and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. Digital copies of the plat or map may be provided in addition to, or in lieu of, hard copies in accordance with the terms of the contract. When required by law or requested by the client, the plat or map shall be produced in recordable form and recorded or filed in the appropriate office or with the appropriate agency.

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