

ALTA/NSPS Land Title Survey Standard Training Series

Why It Exists and Relates to Title Insurance

Gary Kent: -- programs, today is our first one. We'll have one tomorrow and then finish up on Thursday. Today we're going to get into why these standards exist, how they relate to title insurance and then get into the first couple of sections -- the first few sections, actually, of the standards and then tomorrow we'll hit primarily Sections 6 and 7 and then Thursday, the rest of it.

So we appreciate the opportunity to speak to all of you and I'm going to let our host give us some of the logistics.

John: Thanks, Gary and thanks, folks for bearing with us there. So all attendees are currently on mute. If you have any questions at all, please ask them in the WebEx Q&A box. If you don't see the Q&A box, in the bottom right-hand corner of your screen, you should see a box with a question mark on it, if you click on that box, it'll open a Q&A box and you can ask all of your content-related questions there.

And if you don't see the icon, if you click on the three dots in the bottom right-hand corner of your screen that says panel options, that'll also open up the Q&A box. And then if you have any technical issues related to WebEx, you can please insert those in the chat box and send those directly to the host and then I will work with you for any technical issues you may have.

And lastly, I want to let you know that this webinar is being recorded and will be posted on the Hud Exchange. All right. I'll go ahead and turn things back over to Gary.

Gary Kent: All right. Thank you very much. My name is Gary Kent and I am owner/manager of Meridian Land Consulting, [inaudible] consulting [inaudible] type services related to surveying, primarily in Indianapolis. I have been the chair of the committee on land title survey standards for 26 years, starting in 1995 and just this year I decided 26 years was long enough, so I gave up the chairmanship.

I'm going to stay involved in the committee, but I gave the chairmanship up to Todd D'Amico and I'll let him introduce himself and then move on.

Todd D'Amico: Thank you, Gary. As you mentioned, this is Todd D'Amico with the Commercial -- First American Commercial Due Diligence Services. I've been here at First American CDS for 24 years and Gary and I worked on the committee together for the last 8 to 10 years.

And as Gary mentioned, I'm the current chairman of the ALTA/NSPS Land Survey Work Group, which our charge is to be responsible for the ALTA surveying standards that, as you'll learn today, are a national set of standards used by many parties, but HUD specifically and also for the title insurance community. So thank you, again, for letting us speak today and teach on these standards and Gary, I'll turn it back to you.

Gary Kent: All right. Thank you, Todd. Let's go ahead and get into our agenda for today.

Todd D'Amico: Gary, I'm sorry to interrupt, you're sounding very far away from your microphone. If you could maybe move closer to the microphone or switch back to the audio you were at before.

Gary Kent: Let's try this. Is that better?

Todd D'Amico: That's so much better.

Gary Kent: I -- I'm not sure what's going on with my audio today. All right. Our agenda today, we're going to cover a number of things this afternoon.

First, we're going to do a little bit of background and history so that people have a sense of where these standards came from and what they're about quickly, the structure of them and then we want to get into kind of the meat and this really is covered in Section 1 of the standards, but why we even have these standards and how they related to title insurance, which is why we have them and this gets into the purpose of the standards, the standard survey exception on an auto policy, title commitments, how all that stuff works and then we're going to do a little bit of background on Sections 3, 4 and 5 of the standards which have to do with partially measurement standards, the research requirements and then actually what goes on in the field.

The background on these standards, they were first adopted in 1962 and the organizations at the time for the American Title Association and the American Congress on Surveying and Mapping. They were not revised for 24 years and then by then, it was ALTA, not ATA. They have been revised now 10 times -- or revised 9 times.

So we are in the 10th iteration of these standards. In 2016, ACSM was essentially merged with the National Society of Professional Surveyors. So the name changed from ALTA ACSM to ALTA/NSPS, not a new set of standards, it's just that those organizations merged and the entity that superseded it that came out of that was NSPS.

So we are now in the 2021 standards. They became effective on February 23, 2021. So they're almost a year old now. We've gotten through this transition phase, which is sometimes a little bit tricky for some people, depending on where they are in a contract. But that's where we are.

The two organizations generally shoot for about every five years and we've had comments from people about why do you take so long between new versions and I've had comments from other people who say, why are you doing it so frequently. We typically have 12 to 20 pages of suggestions by the time we do a revision.

So there are usually a lot of things that we want to look at and consider for revisions. That's where we are now. The structure, those of you who are familiar with them, would recognize this. If you're not familiar with them, there are eight sections. Section 1, which Todd's going to talk about here in a minute or so, has to do with the purpose and that purpose has probably party changed.

The wording of Section 1 has probably hardly changed since 1962, because the purpose for these standards is the same as it always has been. Section 2 addresses the request for the survey. Section 3 covers a variety of things, but primarily, a measurement standard, which we're going to talk about here.

Section 4 covers records, research and the responsibilities there. Section 5 covers everything that goes on in the field and I think this is a very important section so people understand actually what surveyors need to be doing out in the field. Section 6 is a -- is the preparation of the plat or the map. Section 7 is a short section, that covers the certification, which we will talk about tomorrow.

And Section 8, very short, addressing deliverables. And then we have table A, these are optional items and there are 19 of them and we are going to talk through those on Thursday. So that's our structure. This structure was first adopted in 2011 and it seems to have served everyone well. And so we have stuck with it up until this version. Todd.

Todd D'Amico: Gary, thank you. So the question here on the slide is why the need for title insurance and if I could start back with the purpose of the ALTA survey originally, you had members of the American Land Title Association and NSPS or ACSM, at that point, come together and try to come up with and did come up with a set of national surveying standards that help assist a title insurance company.

And what that does is and the intent is to create a level playing field for surveying no matter where the property is. Obviously, from a title insurance standpoint, you can insure property in any state and that -- this slide will show us here that historically, we, from a title insurance standpoint, relied on maybe an attorney's opinion based on a large abstract of title and that was reviewed and then generated into an opinion.

Well, now there's a title commitment prepared and then a policy prepared. So why is there a need for title insurance? That goes with a commercial transaction; right? And if you're online today as a part of HUD and you're maybe a closing coordinator, you understand that that title insurance is a part of that process and we're trying to provide a clear title and a clear set of -- a clear presentation as to what that property looks like to be insured.

So the U.S. Land 10-year system provides for no inherent guarantee of title. So how do we achieve continuity and confidence, right, in that -- in integrity of ownership? Well, that title insurance allows us to help do that and that search of the legal description of the land and that search of those easements, incumbrances that affect the property.

So that is something that is utilized in that commercial transaction, ties very closely into the standards that we're going to share and teach about. So next slide, Gary. Again, what does title insurance provide? So title insurance provides for a duty to defend title in a sense of this is what we're insuring and if something was to happen, there's recourse there.

Number two, a duty is to indemnify for loss incurred if the conditions of title differ from how it's represented. So what's important about an ALTA survey is that it's disclosing information so that

from a title insurance standpoint, the title insurance company is taking those items and reviewing them. Similar to what would happen in a HUD review, the title company is doing that review in what they call a survey reading.

So they're counting on the surveyor to provide an accurate representation of the property from a visual inspection and a surveying inspection of the property with boots on the ground. So that information comes back in to the title insurance company.

What's provided then is that review of that ALTA survey and document and then those discussions and those items go into the policy either to help with endorsements or to help with exclusions and restrictions as far as from the reading they want to identify things we're going to take an exception to.

So it's very important to have an accurate survey and it's very important to have the same level of playing field from a surveying standpoint for no matter what state you're providing title insurance. So Gary, next slide. Why the ALTA standards exist. Gary touched on how they were created over time and again, I kind of started talking about that, but they exist to create an even playing field across the country.

Now, that doesn't mean that if a state has specific requirements, and we'll get into some of those things in table A -- if there are state-specific requirements that are more stringent than the ALTA/NSPS standards, well then those apply, but that should be additional information that possibly is conveyed to a title company to the HUD folks in the transaction to the other parties in the transaction so that that is good and accurate information for the transaction.

So where they apply and where they don't apply, the ALTA standards, we're trying to make them fit into an area where all the parties in the transaction find them useful. We have a section for HUD that says that if it's a part of a HUD's transaction and the HUD standards apply, well then those standards must be met.

Gary and I will talk a little more about that. How they differ from non-NSPS surveying standards, an ALTA survey is intended to be this version of a survey that can be utilized for a transaction; right? It's the American Land Title Association. Its original intent is to provide an accurate survey for the title company but also other parties are using it.

So it's intended to have a tremendous amount of information so that you can make your decisions on your closing for your entity or your group that you're working with. They differ in a sense that it should have more information in cases then, let's say, a traditional boundary survey in a particular state and maybe in that state a boundary survey doesn't require improvements, it doesn't require things to be shown other than the surveyor to render a boundary opinion and create that boundary survey.

So they can differ in many different ways. They can have a tremendous amount of more information, in some cases, they may have an item that isn't required depending on that state, and we'll get into those specifics and details as we go through today, tomorrow and the next day here with the sessions. So Gary, back to you.

Gary Kent: All right. Thank you. Todd. The responsibilities that the surveyor has in conducting an ALTA/NSPS survey, number one, first and foremost, we have the set of standards and you all, I believe, were sent a document probably earlier today or late yesterday, a PDF, there are actually four things inside that document, I think it's about 30-some pages long.

The first 10, 12 pages is a redline version of the 2016 standards that shows the changes, the additions and the deletions that happened to create the 2021 standards and if you're familiar with the land title survey standards, that would be a very helpful document for you to review and we will probably refer you over to that later on today and in the next couple of days.

So you might want to have that handy if you can or at least keep some notes. The second document in there is actually a clean version of the 2021 standards. So if you were not at all familiar with the AFTA/NSPS standards, it would probably just behoove you to just go straight to that clean version, because then it's readily all clean, there's no markups, you can just see what they say.

After that, we actually have a set of FAQs in there, we get a lot of questions and we are constantly adding to that document. It -- all of these documents, by the way, are available on the ALTA and on the NSPS websites and we'll give you that information later.

But FAQs are sometimes very handy for people and then finally, there's actually a copy of the interim instructions for surveyors for HUD multifamily at the back end of that and I know HUD will be eventually issuing their final standards there. But our obligation as surveyors, number one, we need to conduct a survey pursuant to those standards.

Number two, even within that context, there is a normal standard of care and what that means is that we've got certain requirements that we have to do under the standards, but the degree that -- with which we have to perform that work needs to be to the normal standard of care.

In other words, what would the competent surveyor who is performing a survey on a similar type of property in that similar location in a similar timeframe, what skill, care and diligence would they exercise in performing that survey. So that's something -- that's not a requirement in the standards, but -- for those attorneys on the line, no, that is a common law requirement for professionals in the United States that we need to meet that standard.

We can't put that requirement into the standards, because I think all of us would recognize that's actually not a written standard. And so we can't tell surveyors they have to meet a non-written standard, because they could never prove that they did, but we simply remind them that that's there.

Lastly, an important element to this, and this happens a lot with lenders who want the surveyor to make certain statements or clients who want surveyors to make certain statements, we -- it is our responsibility to produce the survey pursuant to the standards. It's actually not our responsibility to interpret what that means; right?

And so for example, we may show a building that's two feet over the line, is that an encroachment? Well, an encroachment is actually an illegal trespass, that's what an encroachment is and that phrase does not lend itself to surveying. The surveying condition is the building's two feet over the line.

Whether that's an encroachment is actually a legal determination, not a survey matter. That's just an example, but there are a lot of things like that where surveyors are sometimes asked to interpret the results of the survey and our responsibility is to produce the survey, not necessarily interpret it. Todd.

Todd D'Amico: Gary, thank you. So in an ALTA policy and then ALTA survey, you might ask why -- what is this survey used for; right? And in that realm, there's what's called a land survey exception and in line with what Gary mentioned in identifying issues on the survey, whether they're shown graphically on the survey or whether they're depicted in maybe a note section or a listing on the survey, it's also the title company's charge to go through and do a survey reading and prepare an exception for those items that they see are necessary for the title insurance coverage.

So what happens in this case is we see a review by the title company themselves based on the survey and the information they find and in that, if they find something that needs to be excepted, carved out or taken from the covered risk, then they'll write into the policy or into the commitment, through their reading process, an item and an example here is rights or claims of parties in possession, boundary line disputes, overlaps, encroachments and any matters not shown by the public record, which would be disclosed by an accurate survey.

So again, we need an accurate survey from a title insurance standpoint to review that to take an exception if it's needed. As Gary mentioned, if there's a building that's two feet over a property line, that turns into an exception in the title work. So again, all the information shown on a survey that's done accurately and represented correctly then can, and in some cases, be listed as an exception through that review and that's what we call land survey exception.

We may have an easement through a building, we may have a building over a property line, we may have a power line with no easement, those things are items that are important that a surveyor must show and in some cases, depending on what area of the country, call those things out, but it's the title company's charge to also do that review and then provide that land survey exception.

Gary Kent: And Todd, I might add that this example here, this exception that's written up here, in the context of this exception, it talks about an accurate survey and inspection of the land, that means a land title survey -- it means an ALTA/NSPS land title survey. And so what we're doing on a land title survey is addressing this exception right here.

That's the -- other than table A which has additional items, that's the whole purpose of a land title survey is to identify these types of potential issues related to title that a surveyor would be identifying as part of the survey.

Todd D'Amico: Very good point.

Gary Kent: And this is just another example of that same exception, on the previous slide, this happens to be from a different underwriter who just splits that exception into three different exceptions, but if you look at the wording on here, it says exactly the same thing, they've just split it into three parts.

Todd D'Amico: Correct. And that may be the case, they may list it or they may identify certain things in detail. So obviously, a surveyor's charge is to identify these things. You know, our first order of business is to identify anything with a boundary. So if we see an overlap or a gap or some kind of boundary line matter, then that should be disclosed to everyone in the transaction, HUD included and the title company included.

We are -- you know, in the past, surveyors have had to meet on site with adjoining land owners, walk a property to do a boundary line agreement in order to settle a boundary line dispute or maybe there has to be an additional document. So there may be some other things done after this information is provided to actually clean up or correct something, but in the beginning, it's the surveyor's charge to identify these things and then be available, if needed, to help with exception items as they're crafted into the title work.

Next slide, Gary. So the ALTA policy in a land survey exception, the definition, again, we keep using the word accurate, an accurate survey and inspection, which Gary, you pointed out, means a land title survey, which is on the ground an inspection done by a licensed land surveyor for you in that area of the country that's familiar with that property.

Again, the ALTA survey standards say that the surveyor should communicate with the client and the client should communicate back the purpose of the survey. The purpose of the survey is important for the surveyor and the client to negotiate that part up front and then also make sure that it's an accurate survey for everyone in the transaction.

So land title survey is provided to the underwriter and the results are the land survey exceptions that we've talked about, that those exceptions can be deleted. So let's talk for a minute about what those survey exceptions are. The title commitment, from a surveying perspective, is made up of Schedule A, or the legal description section, and Schedule B2, which are the land survey exceptions.

It's the surveyor's charge to review those items. Some of those may not be surveying related, but some may be easements, some may be plats and other documents. So in our review as the land surveyor, it's our duty to go through that listing and identify things that are appropriate to the property and that are not.

When that happens and after that happens, then the title company takes that information and let's take, for instance, a 50-foot powerline easement that actually is 200 feet away from the property, well that item does not apply to the property. That item, based on the surveyor's review, can then be deleted from the list of surveying exceptions.

So that is part of the process and part of why the survey is generated and part of the surveyor's charge in reviewing those land survey exceptions. So if there's a potential problem or there's a potential issue, well then the title company has an opportunity to review that and write that in. Gary, anything to add there?

Gary Kent: Yeah. And likewise, anything that we show on a survey we show the neighbor's fence is three feet over the line or we show that overlap with the other neighbor, the title company will review the survey and they will write special exceptions based on their review of the survey.

So that standard survey exception that we saw there would be removed and then you would see exceptions that would say something, for example, mentioning the west adjoiner's fence being three feet over the line, as shown on the survey by Gary Kent dated January 25, 2022 and they're basically putting everyone on notice.

We recognize there is a potential claim here and we're going to take exception to that, because that neighbor may have a claim over to the fence which is three feet onto our property. So that would be another thing. Again, now, the surveyor is not going to necessarily make those judgments, but under the standards, we have to be locating, observing that and then showing those sorts of things on the plat.

Todd D'Amico: Very true. And what you may find is you may find a surveyor that is very detailed in what they're representing on the survey, but also the title company may take further exceptions than what you -- the surveyor may identify in a note section or may even call out. So there may be a difference in what's listed in the title work, there may be additional items that are taken as an exception versus what you can see immediately on the survey.

In some cases, the underwriting groups will take a listing of more things than what a surveyor may cause as a concern. Like Gary mentioned, there may be a fence that runs the entire length of a property and it may be two feet off the property line the entire way, well, for -- the title insurance company may take it as an exception, but if it never crosses a property line, the surveyor may depict it but maybe they've not had a conversation or identified that on their survey. So they don't have to match, I guess, is my point in that discussion.

Gary Kent: Yeah. So just quickly here -- and by the way, questions, you can put those -- again, to reiterate, put those in the Q&A, we will address those at the end. I know there's already a question or two or more. So we will get to those. In the context of the land survey, it's important to understand how all this comes together; right?

And we know that a title commitment is an offer to provide title insurance, because we have this vicious circle where I can't buy the property without the loan, I can't get the loan without the title insurance and I can't get title insurance unless I own the property. That's where the commitment, the offer comes in, which basically gets everybody to the closing table and once all of that is taken care of, then the policy will be issued.

The endorsements, I believe there are, to my knowledge, and Steve would know better, but around 70 potential endorsements that are above and beyond a standard policy and a number of those are related to the survey.

A number of those -- if the lender or the buyer or HUD or whomever is looking for certain endorsements from the title company, that flows down to the surveyor to make sure that we are gathering the necessary information for -- so that that endorsement can be issued. And again, we'll get to questions here.

Todd D'Amico: That's a good point, certain things on the survey for endorsements, they tie hand-in-hand. So when a surveyor is identifying access to a property and certain states access is important to provide an endorsement. So a surveyor identifying a property as being -- or having access to a dedicated public street, direct access per se, let's say the boundary adjoins a public street, that's important for the surveyor to identify and note on the survey.

If the survey property doesn't have direct access but maybe has indirect access through an access easement through a specific book in page out to a public street, it's important to know that as well. So it's important for that information to be well represented on the survey and accurate on the survey so that when a title insurance company is providing those endorsements, they can reference that information and they can get comfort in providing that endorsement based on using the survey.

Gary Kent: Yeah. And again, we'll get to questions later, but I see one that is relevant to this discussion and whether the buyer or the seller pays for the title insurance depends on the state. In some states, it's always the buyer and some states it's the seller and some states it just depends on how the contract was written.

So let's get into now Section 3 of the standards and this is a little graphic that I think -- I'm not going to dwell on this, but I think it's important from the standpoint of people trying to understand. We talk about accuracy and accurate surveyor or precise survey, those words probably in the lay world mean the same thing.

Precision, accuracy, it's the same. In the survey world, they are entirely different. On the left, we have somebody shooting arrows at a target and you can see all the arrows hit very closely in the same place, but -- so they are quite precise; right? Their repeatability is exceptionally good and very precise, but they're accurate, because the bullseye is over off to the left.

In the middle picture, we have neither precision. Repeatability is all over the bullseye and there - - and neither are they accurate. You know, what we're always looking for is precision and accuracy, which is represented on the right and accuracy really is a relationship to the truth; right? And this is a problem in surveying, because a survey measurement is like any other measurement, there's no such thing as a perfect measurement.

And so we'll talk more tomorrow about what's an acceptable tolerance in measurement and that ends up being kind of a normal standard of care issue. It's also, to some extent, probably an economic issue, but -- which really falls down to normal standard of care. I can do an extremely

precise survey, but you probably don't want to pay for that, because it's going to take a lot of time and it's going to take a lot of -- perhaps more precise measuring equipment would have to be purchased.

So the point of this is that we can have a very precisely measured boundary on the left that's actually in the wrong place; right? If you would think about staking a house -- they're going to build a house. And so we stake the house and we set four stakes and we check and they are beautiful, they measure very precisely, but I actually staked the house on the wrong lot; right?

So it's very precise, but it's not accurate. The last thing I want to say about this is that boundaries are not about measurement, they're not. There's a lot of things about measurement and we use measurements as a tool all the time in surveying, obviously, but a boundary is about applying the law to the evidence that we find or applying the evidence to the law in order to determine where, in our opinion, the boundary belongs.

So -- and the issue -- the reason I point this out is because oftentimes, the evidence we need is a half mile away, two feet below the surface of the road, because there's a section corner marker beneath the pavement and this is why surveys can end up being so -- take more time and more money than what people might anticipate, because we have to review the legal description to find out what effort we are going to have to put and what evidence are we going to have to find in order to properly identify where that -- where the boundary belongs.

So it can be a tremendously challenging effort, especially when some of that evidence goes back into the 1800s and much of it is gone or obliterated and we have to really put some effort into trying to gather up all that stuff. The reason I point that out, again, is because people, I think, have a misconception sometimes that it's just go out and measure stuff.

Well, sometimes the greater effort is finding what we should be measuring from or to, not making the measurement itself. On the records research, so this is Section 4, the requirement is -- and ALTA subscribes to this, if there are recorded documents that the surveyor needs, then that information should be provided to the surveyor and there is a variety of things there.

If you look in the handout, particularly not in the redline version but in the clean version of the 2021, there is a whole outline of items that are to be provided to the surveyor. Probably in most cases, that information will be provided. It may not necessarily be as timely as a surveyor wants. And so we may need to do some of our own research and probably will need to do some of our own research.

But one of the issues that we needed also to address was what if this information is not provided; right? Because the problem, again, is that I have a contract with either a buyer or a seller, which is an interesting kind of conundrum that we run into in surveying. I am in under contract to a buyer or a seller and yet their interest in a very great survey has probably --

You know, I want the cheapest survey I can get in order to close this deal and move on with our lives not recognizing that the lender needs certain information, the title company needs certain

information, HUD needs certain information and what happens is -- and we'll talk more about this later on, but the more surveyor knows ahead of time --

This is -- there is a lender and HUD is going to be involved, we can give some guidance to our client and say, you might want to talk to the attorneys involved, because I understand you don't want to pay for these items, but they are going to be needed and this is where problems come up later on when we were contracted with someone to do a Chevy version of the survey and now we're at closing or coming up to closing and it's like, oh, did you get this information?

No, we didn't. And then oftentimes, people say to the surveyor, you didn't get this. And my response is, we weren't contracted to do that. And so the more we know ahead of time the more we can be a helpful party to the conveyance. One of the things that we had not addressed until 2016 was what if this research is in fact not provided?

Because there are no ALTA/NSPS land title survey police; right? There are no police out there to monitor if everybody's doing things correctly. The police ends up being our clients and our boards of registration and the surveying profession itself kind of monitoring what's going on and ultimately, if things go wrong or maybe lawsuits or there are title claims or whatever --

But if the research information is not provided, what the surveyor needs to do is do that research, which is required, pursuant to their state standards. Now, most states in the United States have either administrative rules, regulations or statute outlining standards that a surveyor in that state must meet under the law.

Some states do not have standards like that. New York doesn't, Minnesota doesn't, Pennsylvania doesn't and California doesn't, which is kind of interesting, I've just named three of the five or six most populous states in the country that don't have survey standards, but the huge majority of states do.

And Todd mentioned this earlier that we -- those are the law; right? And so I have to meet the requirements of my state in addition to meeting the requirements of the ALTA/NSPS standards. So the way we address this issue of what if, for whatever reason, the surveyor has not provided the information that is to be provided under Section 4?

Well, they have to meet the legal requirements in their state and if they are a state that does not have any standards, and I mentioned California, Minnesota, Pennsylvania and New York, then the surveyor will have to conduct their survey pursuant basically to the normal standard of care, which might actually be less than -- you know, the research requirement might be less than what was contemplated in the ALTA/NSPS standards.

So if somebody is not providing -- if a title company or whomever is going to be providing research and it isn't provided, there needs to be a recognition that they may not get all of the information that they think they're going to get on that survey. And the -- I looked at the Texas standards, by the way, Texas has its own land title survey standards and they are virtually identical to the ALTA/NSPS standards.

There is one very minor difference and when I was in Texas earlier -- or late last year, I asked them -- I said, why do you all have your own standards, they're virtually identical? And the response I got was, because we're Texas. So their standards are, with one fairly minor exception, virtually the same as the ALTA/NSPS. Todd, do you have anything to add?

Todd D'Amico: No. Not at this time on that slide. We'll get into a little more detail in the next few days, but no, not at the moment.

Gary Kent: Okay. Let's move on to Section 5 then and this is for -- I would refer you over to the handout if you're inclined to look at it. Section 5 is addressing the field work. This is the stuff that has to happen out in the field and you can see, there are a lot of requirements here and I think it's very important --

And we'll talk later about the term update and I do not like that term, because I don't actually think there is such a thing and I'll explain that, but sometimes people think you just did the survey two years ago and we'll be told nothing has changed, right, with the implication being that we can just maybe change the date on the survey, but the reality is even if we did it two years ago, if I am certifying that these are the current conditions on the property pursuant to the requirements of these standards, this isn't just listen to the client tell me nothing has changed, because I have a legal obligation.

If I certify that those are the current conditions and I did not go out and confirm all of these requirements, then I have violated probably state statute in every one of the 50 states in addition to ethics and -- ethical rules and that sort of thing. But Section 5 outlines the responsibility of the surveyor out in the field and you can see there are 7 items here.

And if we go back -- if you refer back to the standards themselves, Todd mentioned the first thing we address is the boundary; right? And we address that first, because this is a boundary survey. A land title survey is a boundary survey, it's just a boundary survey to a much higher standard. There's a lot of other things that we need to show on this survey besides just kind of a generic boundary survey.

I want to point that out, because I know for a fact there is at least one company out there that is getting projects and hiring surveyors around the country to do surveys for them in some sort of transaction deal and it's -- they are telling the surveyors to essentially do not do a boundary survey; right?

Basically, just plot the boundary out and go out in the field and locate all the features and then kind of overlay those features onto the plot of the boundary and I will say without hesitation that doing that would be a violation of statute in all 50 states, there's absolutely no question about that, but surveyors are being told by this company to do it that way.

Well, why are they doing that? Why are they being told that? Because that gives them an edge; right? You're going to get a fee that's less and it's going to get turned around quicker, but any surveyor who signs that survey as if it's a land title survey is violating a statute in their state. The

problem from you all's standpoint, and I've been asked this question, how would you be able to look at that survey and tell that?

And the answer is probably not. The one thing you might look for would be a survey that every line on the boundary, the measure, is exactly the same as the deed.

Now, that could happen in a modern subdivision and maybe it's a commercial subdivision and it was platted recently and all the measurements are good and that could happen, but if this is a metes and bounds parcel that has some angles and some elements to it, like up against right-of-way lines and parallel to this and perpendicular to that, it's highly unlikely that the boundary is going to be measured indeed exactly all the way around.

That's about the only clue that you might have that something might be a little fishy here. But having said that, on Section 5A, there are 3 subitems and we're really talking about the monuments. So this is identifying the monuments that we find on the survey and these would be monuments and by the way, monument is a term of art in surveying.

A monument could be anything from a wood stake to a nail driven in a road to a concrete marker to a tree to anything that is purporting to mark a corner is called a monument; okay? So I just want to clear that up because I've been asked that sometimes. It's not -- it doesn't have to mean some big concrete thing, it's just a term of art.

So the first two requirements have to do with identifying the size, the location, the character and the condition of the monuments that we either set or find and finding can be not just on the property but also the points -- the corners that we are originating the survey from, which as I said, might be a half a mile or a mile away.

We need to be identifying these points very specifically, especially the corners on the boundary, because there's a principle in surveying called following in the footsteps and that is that my obligation is to follow in the footsteps of the person who originally surveyed that property when it was first cut out of the larger tract and I have trouble doing that if they didn't do a really good job explaining what they set and identifying their monuments.

5A also includes identifying the lines. There may be a right-of-way line or a railroad right-of-way or subdivision line that's part of the survey. And so I need to make sure that I've got those well identified and documented. Todd, anything you would want to add on 5A [inaudible]?

Todd D'Amico: Well, you make a great point about the boundary and I'll just add to that for just a minute, that without an accurate boundary, the rest of the information that the surveyor picks up in the field really, you have issues if -- everything relates to the boundary. You know, the distances from the buildings to the boundary lines are important.

We'll get into zoning setbacks and things, but those zoning setbacks are an offset of the property boundary line generally, sometimes the centerline in the street, but things are all in relationship to the property boundary, right, the fences, the buildings, the improvements, those things. So that

analysis that's done after by the surveyor and everybody involved in the review and the HUD review, all those items, right, the boundary is the most critical to have correct.

Without that correct, then all the other items don't really make a lot of sense. So as you mentioned, all the other items are things that we should be doing in the field work, which are boots on the ground; right? And you may say, well, what about easements? So I'm not sure how would a surveyor identify an easement out on the ground.

Well, in some cases, they're visible, a lot of times they're not; right? Easements aren't painted up just like boundary lines aren't, but a traveled way would be and evidence of an easement is something that a surveyor should be identifying. You know, they're your eyes on the property as that third party part of that transaction.

So we tried to craft items in this field work section that identify all the things that are important to the transaction, make sure the surveyors understand these are the items you need to be looking for and not just grabbing that information out in the field, but you need to be taking a minute to identify certain things and be identifying maybe a potential use that's happening on the site. So those are just a few things I'd add to that. Thank you, Gary.

Gary Kent: Certainly. So Section 5B, rights-of-way and access are huge big issues. Anybody who's involved in the process knows this is -- these are very important issues. And so that's why, in the field work, we jump right into B, like okay, we have seven items that need to be addressed with respect to identifying rights-of-way and points of access and part of that is physical access.

Is there a driveway, is there a curb cut? Because title companies will insure legal access but they also may be insuring physical access. The rights-of-way, this can be a little problematic, particularly in rural areas or suburban areas where an awful lot of roads and -- well, roads, primarily township and county roads, came into existence decades, if not well over 100 or 200 years ago and the documentation on those rights-of-way often is not very good.

And so we may end up being -- looking essentially at a prescriptive right-of-way or simply a right-of-way -- in other words, a right-of-way by use over decades or hundreds of years and part of the requirements from 5B have to do with identifying the evidence. You know, what does that look like people are using as right-of-way?

The other thing in there that's very important is locating what's called the traveled way, because if a right-of-way exists by prescription, by use only -- a public right-of-way by use, it depends on the state as to how wide that's going to be. It may be what the jurisdiction has been maintaining. It may be out to the fences, it may be -- who knows.

The most restrictive states, and my state is one of them in Indiana, is that if it ends up being a prescriptive right-of-way, no one can prove a document -- show a document as to how wide that is. In my state, the width of the right-of-way is the traveled way. It's literally what people have been driving on.

So that would not even include the shoulder, even if it's a paved shoulder, it would not include that and that's why the standards say locate the edges of the traveled way, because if it turns out all we have is a prescriptive right-of-way, that's going to define what the actual right-of-way width is.

So there are a lot of items there in rights-of-way and access that surveyors and the people in the field need to be paying very close attention to so that the title company can assess what's the condition, where is the nearest right-of-way, is it accessed by easement, is the property landlocked, all kinds of things that need to be located and determined there.

On 5C, this relates to the boundaries. And so as Todd mentioned, the boundary is very important. Now we're going to look at what's going on in the vicinity of the boundary. Number one, are there -- you remember the standard survey exception, rights and claims of parties in possession. Are there -- is the neighbor's fence five feet over the line?

Because if it is and they have been occupying that openly and notoriously, visibly exclusive, all that stuff, they may have an adverse possession claim to that or an acquiescence claim or there could be any number of bases for a claim of ownership over to that fence. And so the surveyors need to be showing that evidence and it may be very close to the line or it may be quite some distance away.

I'm familiar with a lawsuit that occurred back in the '70s where the line --

[audio cut out]

Todd D'Amico: Gary, I think we may have lost you there for a second. And what Gary's also trying to mention there in lines of possession is, and I've been asked this many times, is well, doesn't it -- doesn't that just mean the fence line is the property line? No. A fence line doesn't necessarily constitute a property line. There you are, Gary, you're back.

Gary Kent: Yeah. I thought I was out for just a second. Assess what's going on here in the vicinity of the property line, which might end up being a potential claim. And so that's included here also, showing these improvements, showing the potential encroachments that might affect the -- or might be related to the boundary so that on the title side, they can assess those potential problems and then write exceptions if they feel that they need to. Todd, do you need to add anything on that?

Todd D'Amico: That's a great point. I mean, like I was mentioning, it doesn't mean that a fence line is a line of possession which instantly turns into a boundary line. You know, the surveyor should be doing ample research and -- a tremendous amount of research, actually, in trying to identify where the property line is and then identifying items that are lines of possession in that case.

That may be something that a surveyor represents graphically on a survey and says, this area is being occupied by the neighbor next door, the fence line comes over 20 feet and it obviously has been that way for X amount of time and maybe there's discussions about that, but it is very

important to make sure that those areas are identified and those discussions are happening, because from a title insurance standpoint, it may be an exception, right, or it may be something that needs to turn into a prescriptive easement or something along the lines of a boundary line or an encroachment agreement for that particular fence.

So it's something to pay very close attention to and if you see the word possession on a survey and you see some different lines, maybe one particular boundary line in a different color than the other and the surveyor's identifying two different things, that's something to pay attention to and possibly communicate with your surveyor for more information.

Gary Kent: Yeah. I would always encourage if you're not clear on what you're seeing to contact the surveyor. And 5D is buildings, this is simply -- you know, this is a requirement that the buildings on the property that the surveyor observes and on a typical survey, obviously, we're going to observe maybe on 1,000 acres that's all wooded there may be something out there we're not observing, but generally, on our typical boundary survey or on our typical land title survey, we're going to see the buildings, we're going to locate those; right?

And 5E, this is an important item, there are 4 subitems here and 5E, again, is addressing easements and servitudes. 5- -- the first item is the evidence of easements for which we know that there is a document; right? We've got a Schedule B2 easement document and we need to report the evidence of that easement.

It's an access easement, we need to show the driveway that's in there. The second subitem under easements has to do with potential prescriptive easements. In other words, we're seeing a use, like a row of utility poles and there's no electric line easement that has been reported to us.

That needs to be shown, because the title company will assess that as being a potential prescriptive easement that they're going to want to take exception to and make sure everybody understands that that condition is there. The third item has to do really with the surveyor just thinking about and observing for evidence of what might be underground, again, whether it's in an easement or whether it's not in an easement.

And then the last item under easements and servitudes is utilities and this was a change we made in 2016, observed evidence of utilities is now required on a land title survey. It is not an optional item under table A, it's required and the reason is because of a kind of a conundrum between is this utility feature evidence of an easement or is it just evidence of a utility?

And if it's evidence of an easement, it needs to be shown, but if it's not, it doesn't need to be shown and obviously, some pretty bad things could happen there. So in 2016, the decision was made that all evidence of utilities on a site, a transformer, a pedestal, a manhole, a meter, a valve, a fire hydrant, utility pole, those need to be located and shown on a survey.

Item F is just cemeteries, the surveyor has two obligations there. One is if a cemetery or burial ground is reported in a document, then we need to try and search through and figure out where that might be on the ground. And the second is if we observe -- maybe there is no document, but we observe a headstone or headstones on the property, then that needs to be reported.

The last item is water features and this breaks into two things. One is just water that's on the property, it might be a pond, a lake, a river, a stream, a swamp, some sort of marsh. If it's on the property or off the property but within five feet, then that information needs to be located. The second item on water features has to do with if it is a water boundary; right?

One of the boundaries -- or one or more of the boundaries on the property is actually bounded by a water -- you know, by a river or a lake and that sets up obviously a different situation, because where that boundary is depends on the state and is it navigable, is it non-navigable, what's the state law -- the state's situation with respect to ownership of navigable water.

Some states still own the bed, some states do not and they may own the bed up to the ordinary high water, it may be the ordinary low water. If it's non-navigable, it's probably the center and yet the description may say to the banks. So there's a lot of considerations out in the field making sure that the surveyor is locating the proper features in order to most clearly represent what's going on out there. Todd, do you have anything to add there on that?

Todd D'Amico: Yeah. I think in the field work section that you're there -- that we're talking about, in the easement and servitude section, in the last version of the ALTA standards, we really pulled over into that section into, I think it's 5E4, if I remember right, there's also some language we added about utility locate markings and in some areas of the country, they still will go out and paint up properties for the underground utilities.

Of course, when we get into 11 in the table A requirements, we'll talk about how we solved that nationally as a best practice, but in the field work section, if a surveyor -- if Gary and I land on a site and we see that it's been marked by utility providers, it's our charge to locate those items and locate those paint markings and identify what they are on the survey.

That's a part of the field work section. That's not part of a negotiation with a client as far as any kind of a table A item and you'll see on the redline markup that Gary's presented and is available to the group today that that section has a few areas that we worded in there. So utility locate markings including the source of the markings with a note, if known.

So that should be a benefit to the HUD teams and the people reviewing the surveys. Not only did, as Gary mentioned, we pulled over the observable evidence of above-ground information into the body of the standards, but also we identified if someone in the transaction had things marked, as we land on a survey, not only are we -- on the property, not only are we supposed to locate the fire hydrants and the manholes and the power poles and the gas meters and all the things that service the property, but if we see paint markings and utility flags that are marked up in that sense, then it's our charge to also pick that up.

So that's new and that's something we incorporated into the 2021 standards. I just wanted to touch on that a little bit today. I feel like that ties into the HUD review for maybe the closing coordinators that are on the call today. So thank you, Gary.

Gary Kent: Yeah. That's a very important point, because as a surveyor, I know if I see a blue paint mark across a parking lot, I can be fairly confident that there is a water line in the vicinity of that paint mark. And so that was why we included that, because we know that's as much evidence of a utility feature as a fire hydrant.

So that is included in there now. And I think that covers -- what I want -- what we want to do now is look at the questions and I know there are a number of them. So let's try to get to these. A question about title insurance, does it end the closing? Well, title insurance extends beyond closing and that covers whoever is the named insured.

Now, there's an owner's policy and there's a lender's policy and as long as that insured has an interest in the property, they are covered, which means for the lender's policy, as the loan gets paid down and then paid off, then they no longer have an interest. So the lender's policy will end when the loan is paid off.

The owner's policy stays in place as long as those people own the property. So hopefully that answers that one.

Todd D'Amico: And Gary, that's a great point and you -- that's the key there, as long as they have an interest, as you mentioned, which translates to the next transaction. So once the next transaction happens, well, then that policy obviously doesn't extend to that new owner. The new owner would have a new policy.

Gary Kent: Right. When a landowner sells a piece of land to a buyer, is it typical -- I think I answered that one, that either the buyer or the seller is paying for the title insurance, it depends on the state, in some states, it's the buyer, in some states, it's the seller and some states it's however they negotiated that.

Why do surveyors go off existing surveys rather than performing new boundary survey? A surveyor is -- you know, if they certify that -- to a land title survey, they are certifying that they met the standards and that they did, among all of the other requirements, a boundary survey. So if I, as a surveyor, am looking at a prior survey --

And this happens frequently, some will say, I have a prior survey, you don't have to do as much work, well, that would be kind of like me saying to the attorney, hey, I've got the legal work from my other attorney, you don't need to review any of that. Well, no attorney is going to do that.

If I sign onto someone else's survey, a couple considerations, number one, I better have done enough work to be confident that if I sign onto it, that is the proper boundary and -- because I am now taking responsibility for it. If I don't do the proper work and just blindly accept their boundary survey or their survey, then number one, I am probably violating ethics, if not practice laws and number two, I am responsible for that; right?

So when people say, oh, you don't -- you know, you can just use this old survey, that's going to be a problem and I can't do that without, at a minimum, doing the work necessary to be

convinced that in fact that survey does properly represent the boundary pursuant to the requirements of the standards. And Todd, if you have anything, you can jump in.

Todd D'Amico: Yeah. I think that's a great explanation there. One of the questions I like is what happens if a surveyor can't find a monument? Well, there are times that an entire property maybe is supposed to be made up of six or seven property corners and none of them exist.

We currently -- we work on projects all over the country and in some cases, we have very old descriptions, depending on where they're at in the country, what state they were generated out of and maybe the legal description isn't crafted very well in that regard and maybe there weren't monuments set or maybe they've been disturbed, for whatever reason.

But if a surveyor can't find a monument for the property itself, then the surveyor should be expanding that search for other controlling monuments and in order to do that, it may -- we may have to survey the adjoining properties. In some cases, we surveyed, in my career, adjoining properties all around to create the actual piece of property we intended to survey in the beginning.

And maybe you're going miles out or half a mile or a significant distance out to find controlling monuments in order to reestablish the property itself and in a majority of the states, once you do that, if a property corner is not set, you're required to set a corner. In my state, I'm required to set a corner if one doesn't exist.

Certain states, when we get into table A, item 1, California being one of those, it's not required to set a monument unless you're performing a record of survey and there are conditions that have to be met to file a record of survey, but the majority of what should be done in that case, to help answer that question, is if you can't find a monument for the property itself, you should be doing enough research to reestablish that property and yes, those corners should be reset.

Gary Kent: Yeah. Good. Thank you. And that's a good question. Why don't states have mandatory standards? Well, I ask that question all the time. New York is trying to institute mandatory standards, but they have a very difficult quandary and disagreement in the professional society, because surveying in New York City is entirely different than surveying in Fredonia, which is up off Lake Erie way out west.

So I don't know and I suspect that's the case in California, too, that some states don't have mandatory standards, because the surveying profession is not in agreement as to what they should say and maybe because they have such widely varying conditions across their state. Minnesota, I'm not sure why they don't, but I promote the idea of standards.

I speak -- I've spoken in all 50 states numerous times on standards and I don't understand why states would not have any. What happens when a survey is precise but on the wrong lot? Whoever -- the surveyor, when they certify the survey, they are certifying they have performed their survey pursuant to the standards and pursuant to their state standards, if there are any, pursuant to the normal standard of care.

So if they end up surveying -- and I was an expert witness in a case in the last couple years where the result of what happened was that a commercial building got built on the wrong piece of property and of course, who was all involved? I think the realtor was probably sued, I think the surveyor was sued, the title company had a claim.

Generally, if there's a problem with a survey, then the surveyor is going to have to answer to that and what may happen -- a problem with the survey may result in a title claim and the title company has to pay a claim and if they had to pay a claim because the surveyor did not perform the survey pursuant to the standards, then they will likely themselves go back after the surveyor to get paid for the claim that they had to pay.

Texas, well, I already addressed that one. Why do surveyors answer the question -- okay. On the surveyor's report -- and I'm assuming we're talking about the HUD surveyor's report, the pushback there is that the surveyor's report can be a little bit overwhelming, because it will say, for example, tell me this, a very definitive statement that surveyor's may not --

You know, as an example, and I don't remember everything that's in that report, but it may say identify the encroachments on the property, well, there's a couple problems with that, number one, an encroachment is an illegal trespass, which is beyond my realm of a surveyor to decide if something's illegal and a trespass and also, there may be a subsurface encroachment that I can't even see.

And if I make a statement saying, hey, there were no encroachments, I'm aware of a lawsuit a number of years ago where a surveyor ended up being sued because he said there were no encroachments and there was actually a footing underground that was over the line. And so he was provided an express guarantee or warranty which is an exception to errors and admissions coverage, by the way.

So I think many surveyors want to -- what they really are trying to do is say this requirement is something that I had to do. And so if this is something that was required under the standards, then it is reflected on the survey. I know that the standards don't -- the HUD report says, do not say -- you know, it always showed it on the survey.

I try to guide people and say along the east line there's a fence or along the west line there's a road, but I think the pushback here is surveyors trying to avoid providing express guarantees or warranties, because they will not have professional liability insurance for that. We've got a lot of questions -- or quite a few. So let's try and plow through those and Todd, just jump in if there's something that [inaudible].

Todd D'Amico: We do. We have one here that says, is the surveyor required to locate all utilities on or adjacent to the property?

Gary Kent: Yeah. And the answer is yes. Any utility feature that the surveyor observes on the property or within five feet of the property -- I'm going to qualify that in a second --

Todd D'Amico: Yeah.

Gary Kent: -- on or within five feet within the property is required to be located and shown if the surveyor observed it. The only exception of that is if it's a utility pole, they have to be shown if they're on the property but within 10 feet; right? On the property [inaudible] --

Todd D'Amico: Correct. And we changed that in the standards recently to extend that to 10 feet --

Gary Kent: Right.

Todd D'Amico: -- which parlays into another question by Kenneth about a powerline, but go ahead.

Gary Kent: Yeah. So all utility features located, if they're on the property or off the property but within 5 feet, except utility poles located if they're on the property or off the property within 10 feet. Let me see --

Todd D'Amico: That's correct. The next question here was, if a powerline crosses over a property and does not follow the property line like all the other lines in the area, is this an observable exception or does the title company needs to research if an easement exists?

So if a surveyor identifies a powerline crossing the property and it's not a service pole for the property, let's say and it's a transmission line that's crossing the property without an easement listed in the exception items in the title work, then I would say, yes, the first course of business is the surveyor to identify that, the title company to double-check their search and make sure that there isn't an easement for that utility line or that there isn't a blanket easement that maybe was never restricted to a certain width that covers that.

If there's nothing listed in the title work, the title company would like the opportunity to re-look at that. If there's not, then that particular powerline would need to be an exception and could be identified as a possible encroachment on the face of the survey. Gary, anything to add to that?

Gary Kent: No. I think this is why, when I instruct surveyors, I say you have to be looking up also, not just looking down at the ground, but looking up and observing what might be overhead. There was a question about dates, the standards require that the plat be dated -- it has to have the date of the field work and the date of the field work is really the important date, because everybody knows then that's the last time that the surveyor was on the site.

Things could've changed since then. The date on a surveyor's report, that may just be the date that the surveyor -- you know, maybe the survey was done a week ago and somebody said, oh, you need to review the surveyor's report and sign this, they may date that the date that they signed it.

So honestly, the important date is the date of the field work and if I was dating a surveyor's report, I would probably date it the same as my plat, but there isn't any -- I don't think there's any

rule on exactly how that should be addressed. If a survey is two years old, can you no longer do a certification of no material change?

This is a question to a surveyor, I have to meet the current requirements. And so I can't say there's no material change unless I go out and I look at the standards and I review every single requirement on those standards to make sure, because the material -- it's one thing a material change, but when I certify a survey, I'm not certifying the material changes, I am certifying that I have met all of the requirements in the standards.

So this may be more related to HUD or to the title company, but from a surveyor's standpoint, when I sign that survey, I'm stating these are the current conditions with respect to all of the requirements that we've just talked about and we'll talk more about tomorrow. Let's see, how can a title company provide new policy on a --

Oh, that's probably -- how old can a survey be before it's too old to be relied on for future transactions? That is probably a negotiation between the title company and the other parties. From a survey standpoint, we're going to do what we're asked to do if somebody's trying to use our old survey.

I would say that if somebody is using an old survey in a transaction without the surveyor's knowledge, that could be a problem, because I know that a number of years ago the attorney for the board of realtors in Tennessee sent a letter out to all of the realtors in the state of Tennessee that said if you are using an old survey without permission of the surveyor, you're violating their federal copyright.

Now, I'm not an attorney, I don't know about that, but it could be problematic, because what ends up happening is the surveyor might end up being liable to new parties without their knowledge and without any involvement in them. Endorsement coverage, so -- for potential loss for items in this endorsements often include exception language seem to decrease -- so that's a title insurance question.

Surveyor's responsibility with regard to scope when it comes to finding evidence of earth moving work or easements affecting the property, the surveyor's responsibility under the standards is what we observed in the process of conducting the field work. That's the requirement under the standards.

Now, the normal standard of care issue might be, well, I didn't see that evidence of that easement -- so I met the standard, because I didn't see evidence of the easement, and so I didn't need to show it, but if there was evidence of an easement that resulted in a claim, then the issue might be, well, we understand that you met the standards, but did you meet the normal standard of care?

Would the normal surveyor surveying under that -- under those conditions -- we know you didn't see that, but would the normal surveyor surveying under those conditions -- would they have seen it? And if they would have, I perhaps met the standard, because I showed what I observed, but I didn't observe something that the competent surveyor would've observed.

And so I might be found negligent, not under the standards, but under that common law doctrine of the normal standard of care. So if there's something that I didn't observe but I should have, then I may be responsible for that as a surveyor. Is there a type of --

Todd D'Amico: Gary, that's a good point. Also, to add to that, if a surveyor knows of an easement that maybe wasn't listed in the title work, if they were the prior surveyor or they helped craft an easement for the property and they know it's recorded and they have evidence of that but it's not listed in the information they were provided, well, then they have a duty to disclose that and identify that information on their survey.

So it may not be just from the inspection and just from the title commitment, it may also be what the surveyor knows for that particular property or has been involved in with that property and in that case, they need to disclose that information and share that information with the parties in the transaction and the title company.

Gary Kent: Yeah. That's a good point. That's a new item in 2021 standards that if the surveyor becomes aware of an easement that has not been reported in the title commitment, right, in -- there's only one or two states that surveyors have to do their own easement research, none of the other states require surveyors to do easement research.

So we, on a land title survey, will be relying on what's in the title commitment, however, as Todd said, if we stumble across an easement, if we find an easement, the requirement is we have to contact the title company and say, hey, we found this easement and you're not showing it and unless they can provide evidence that that easement has been extinguished, then we need to either show it or at least make a note about its existence.

And I know that lenders will not like that, because they don't want easements on the survey that are not listed in the title commitment, but the fact is that if nobody can show me that that easement doesn't exist, then I've got a liability problem if I know there's an easement there and I didn't show it. And so that's why that change was made in 2021.

Reviewing submitted surveys, closing some projects under the 2016 map guide pipeline -- and Todd, I'm not sure what that -- great information. Oh, maybe it's just a comment, it's great information. Good, I'm glad that this has been helpful. Are metes and bounds required on a survey plat?

That was a great question and we could probably end with this, because our time is just about up. There's another one. But if the legal description for a property is a platted lot, it's lot 12 in the Indianapolis west commercial subdivision and I do that survey and I'm basing it on the recorded plat because it's a commercial subdivision, it is almost always unnecessary and inappropriate to write a metes and bounds description for that.

I know a lot of lenders have that requirement. It's unnecessary if it's a platted lot in most cases. If it's a really old platted lot and the plat really doesn't have very good information on it, it might be appropriate to write a metes and bounds description, but generally, it's inappropriate. The proper

legal description is the platted lot, it's lot 12 in that addition and we give the recording information, but generally, metes and bounds should not be used in that situation.

Last one, exceptions are received, they are sometimes not legible due to their age. We deal with this as surveyors frequently and we have a required note that if the document was illegible, we need to make a note to say, hey, sorry, we can't read what this was. Sometimes that's due to the age of the document itself, sometimes it's due to the fact that whoever scanned it 40 years ago did a really poor job of scanning it.

You may or may not -- if it's a utility company, you might be able to get a copy of it from the utility company, but as a surveyor, that's kind of beyond my realm. I'm just going to tell you all and report on the surveyor that I'm sorry, but I can't read this document. I think we've covered all those questions and our time is up. So Todd, unless you have something to add, we will just turn this back over to our host and hope to be with you all tomorrow.

Todd D'Amico: No. Gary, that's all I have on my end. Thank you.

John: Thank you so much for attending today's training. Please join us tomorrow, Wednesday, January 26th at 1:00 p.m. Eastern, the second training of 3-part training series on the ALTA/NSPS Land Title Survey Standard called Section 6 and 7, Preparation, Certification. Today's training has now ended.