

A survey is a geographical description of the boundary of a particular piece of property. It gives the dimensions and acreage of the property being bought or sold and provides a tangible representation of the property.

Why Surveys?

Surveys are done in order to produce a reliable, current description of the property in question. Many times a title company will request that a survey be completed because doubts about the legal description of the property may have arisen during search and examination of record-title. If you choose not to have the property surveyed you are demonstrating a willingness to assume any risk of problems that a current survey might disclose.

Survey Terminology

Access – A legal right that connects land to a public road or street, such as abuttal, license or easement.

Boundary – A boundary is any natural or artificial separation marking the border of two adjacent properties.

Easement – A right created by grant, reservation, agreement, prescription, or necessary implication, which one has in the land of another.

Encroachment – The building of a structure or any improvements partly or entirely intruding upon the land of another.

Improvements – Generally buildings, but may include any permanent structure or other physical enhancement.

Types of Surveys

Perimeter Survey — Shows only the established boundaries of a tract, usually unsubdivided, with no interior detail documented. Generally, this form of survey is not considered sufficient for an "area and boundaries" amendment.

Slab Survey — Done after the pouring of the slab, but prior to framing, in connection with new construction.

As-built Survey — Done after new construction has been completed and shows location of all features related to the new improvements.



Schedule "B"

On Schedule "B" of both the Owner and Loan Title Policies there is an exception known as the "area and boundaries" or "survey" exception. If not amended, this exception excludes from coverage any problems of boundary definition or determination, location of improvements on the subject lot, or location of improvements on adjoining property. Examples include lack of established corners, which result in discrepancies when corners are later reestablished; conflicts between recorded descriptions of adjoining properties, which may result in boundary disputes; encroachment of the subject tract's improvements onto adjacent property; or encroachment of adjacent property's improvements onto the subject tract.

The "area and boundaries" exception in the policy reads "Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements." This exception can be amended to read "shortages in area," if the title company is furnished with a complete and current survey (in plat/map form with field notes, when appropriate), performed and properly certified by a surveyor acceptable to the title company. An existing survey with a seller's affidavit which states that no changes have been made may also be acceptable.

After reviewing the survey, the title company may add exceptions to the policy regarding matters disclosed by the survey for which it will not provide coverage.

Additional Coverage

With a satisfactory survey reviewed and approved by the title company, the buyer may choose to have the survey exception amended on the Owner's Title Policy. This additional coverage is known as **Survey Deletion** (or Amendment to Area and Boundaries Exception). The cost to the responsible party when the property is residential real property and the insured is a natural person(s) is 5% of the basic title insurance premium, with a minimum premium of \$20. If the property is non-residential real property or the insured is not a natural person the cost is 15% of the basic title insurance premium.

