

Beechem & Beechem, Land Surveyors

332 Walnut Road
Rockland, ME 04856

To: Emily

From: [Candidate]

Date: 30 October 2004

Re: Fox Camp Lot

Encl: Draft Report & Contract

I have reviewed the material and prepared a draft report and contract that are attached per your instructions.

In preparing the response I have assumed that the firm does not provide flood plain location and access location as part of the normal services.

The memo to you asked you to prepare documents for Emily to review so the response should begin with a cover memo to Emily.

The response should list any presumptions. All presumptions should be reasonable. Do not use presumptions to change the character or the scope of the reasonable response. In this case, it is reasonable to presume certain services may only be provided at an extra cost. It would be unreasonable to presume that the attorney is only interested in the narrow focus of a property boundary location.

Do not cite these examples to support your actual exam response. These are not documents that are approved by the Maine Board of Licensure.

Beechem & Beechem, Land Surveyors

332 Walnut Road
Rockland, ME 04856
207-555-1212

30 October 2004

Ms. Judy Singhe, Esq.
Singhe & Singhe
222 Apple Road
Rockland, ME 04856

Always use an acceptable or reasonable format. Focus on the services requested in the material supplied by the Board of Licensure. Prepare the response to the appropriate person.

Re: Warren Camp Lot

Ms. Singhe:

All documents should be tactful.

Our firm appreciates the opportunity to provide surveying services on your client's behalf. We have reviewed the mortgage loan inspection, descriptions, and other information you have provided. Based on the review of these documents, I have the following observations:

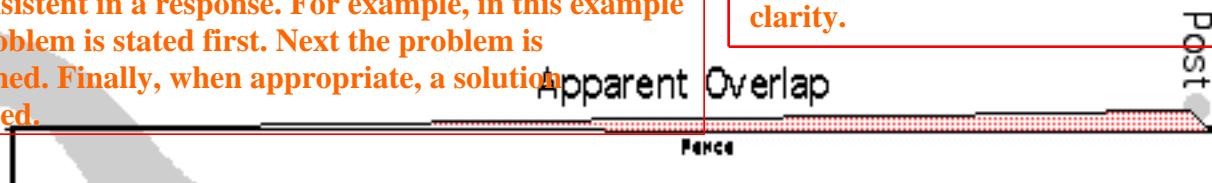
Use a format that is organized, clear, concise, and complete.

1. **Boundaries** - The current descriptions coupled with the information shown on the mortgage loan inspection indicate several potential problems between the client and adjoining property descriptions.

- a. **Fence v. Post** - If the post and fence shown on the mortgage loan inspection are the monuments cited in the descriptions, there is an overlap. The mortgage loan inspection shows a post and a fence. The mortgage loan inspection appears to depict the fence as the boundary. Your client's description calls for the post to mark the boundary. The adjoining description calls for the fence to mark the boundary.

Be consistent in a response. For example, in this example the problem is stated first. Next the problem is explained. Finally, when appropriate, a solution is provided.

When possible, employ diagrams to help with clarity.



- b. **Bank v. Pond** - The title appears to stop at the bank rather than the pond. The common grantor's original description calls for the pond as the boundary. The call for the "pond" ordinarily takes

the title to the normal low water. The client's description calls for the "bank" as a boundary. The bank of the pond seldom coincides with the low water. This difference between the low water and bank results in the title between the bank and low water residing with a predecessor in title or their heirs.

- c. **General Directions** — The use of general directions is ambiguous and cause difficulty in locating the boundary. The use of general directions in the current deed description suggest a surveyor was not involved in marking or describing the lot. Without the expertise of a surveyor, problems are likely present in describing or locating the boundaries and extent of title. Gaps and overlaps are likely to be found.
- d. **Lots v. Original Parcel** — There is some discrepancy between the original description of the parcel boundary compared to the more recent description of the lot boundaries as shown by the following table.

ables can be helpful in comparing and contrasting formation.

| Boundary | 3996/291 | Lot Descriptions |
|--------------------|------------------------|---------------------------|
| Camp Road Frontage | 701.25 ft. (42.5 rods) | 685 feet (total frontage) |
| Westerly Boundary | 247.5 ft. (15 rods) | 290 (4041/46) |
| Easterly Boundary | 264 ft. (16 rods) | 263 (4001/542) |
| Pond Frontage | 693 ft. (42 rods) | 686 feet (total frontage) |

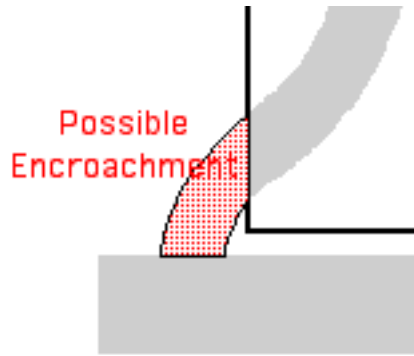
A survey would disclose where the discrepancies are located.

2. **Subdivision** – The lot may be part of an illegal subdivision. The conveyance of three or more lots within a five-year period generally requires a plat and subdivision approval (30-A M.R.S.A. § 4401). According to the documents that were provided, the common grantor (Ward & Lori Campbell) conveyed a lot to James Campbell on 1 July 1992, a second lot was conveyed to Julie Sadr & Emanuel Fisk on 15 June 1993, and a third lot was conveyed to William Lord on 23 September 1993. James Campbell may be a relative falling within an exemption to subdivision. However, the subsequent conveyance by James Campbell to James and Wanda Manta within the five-year period (11 June 1997) may have jeopardized the exemption, creating an illegal subdivision.

3. **Access** — The mortgage loan inspection depicts the access to the lot residing partly outside of the property line, on the neighboring lot. This may represent a continuing trespass on the adjoining property.

Provide citations where appropriate. Be careful that the law has not changed recently. The exam process often tests the applicants knowledge on recent changes in the law.

Do not hesitate to mention a potential problem but do not feel compelled to go into detail on legal ramifications and solutions. Be cognizant of the reader. In this case, the



A leading cause of failure is to properly identify or explain an issue.

4. **Setback** — The existing structure conflicts with current building setback requirements, although the current structure may be grandfathered (exempt). Current status of the zoning with information taken from the mortgage loan inspection reveals the following:

| Subject | Zoning | Current | Proposed |
|---------------------------------|------------|--------------------|---------------|
| Lot size | 40,000 sf. | 59,600 sf. | |
| Minimum Road Frontage | 150 ft. | 216.0 ft. | |
| Front Yard Setback | 30 ft. | 134.6 ft. | 105 ft. |
| Side Yard Setback | 20 ft. | 57.3 ft./100.7 ft. | 18 ft./18 ft. |
| Minimum Lot Coverage | 20% | 6 % | 21% |
| Lake Setback (shoreland zoning) | 100 ft. | 79.4 ft. | 100 ft. |

Items in red indicate a conflict. Replacing the camp ordinary requires adhering to all current zoning requirements. As the table shows, there will be several conflicts. Redesigning the structure or changing the orientation could alleviate the problem. The extent of the construction suggests the accurate location of the boundaries is very important.

5. **Right of Way Width** — The records provided do not depict a width for the Camp Road. An ambiguous width raises questions regarding setback location and may make it difficult to locate new structures and locate improvements near the road. This question may remain unresolved even after a search of the records.

6. **Title Under Road** — The records provided fail to reveal the status of the title under the Camp Road. The status of the title under the Camp Road may affect the area of the lot and use of the Camp Road. The status of the title is often a legal determination based on information discovered during the survey.

It is not necessary to use a specific format in presenting information so long as the explanation is clear, complete, understandable, and comprehensive. Well organized and understandable formats help.

Be careful not to assume facts not present in the information provided.

7. **Public/Private Road** — Whether the Camp Road is a public or private road is unknown. If the Camp Road is a private road or easement, the burden of maintenance and repair falls upon the lot owners, sometimes in inequitable proportions. Maintenance and repair costs may be substantial.

8. **Utilities** — Utilities are not shown on the mortgage loan inspection. Electric and phone lines are not shown and the legal status of utilities is not disclosed. In addition, the location or existence of a septic field is not disclosed and may not be present, large enough, entirely on the property, or in compliance with environmental regulations. A site evaluator should be retained to check on the septic system.

9. **Flood Plain** — Property near water may be subject to flooding. Structures that fall within the 100-year flood plain may require costly flood insurance. Surveying services can be provided to determine the location of the 100-year flood plain.

Incorrect, incomplete, or false statements will lower the score.

If you have questions on these observations, ~~do not hesitate to contact~~ this firm. I have attached a contract for surveying services. If the contract terms are satisfactory, please complete the appropriate sections, sign, and return a copy.

All formalities ordinarily present and expected in professional correspondence are expected in the response.

Sincerely,
Beechem & Beechem

Emily Lance
Professional Land Surveyor

Encl: Surveying Services Contract

Spelling, punctuation, and grammar can affect the grade, especially if the number or frequency would project an unprofessional appearance or suggest a lack of experience.

Responses often deal with legal topics. Citing statutes is appropriate and often expected. Citing text books or seminar handout material is also appropriate. However, long discourse on cases and the law is not expected and may harm your grade if incorrect. For example, it is reasonable to simply state a boundary principle such as “called for monuments control over measurements when there is a conflict” rather than go on to provide cases and legal theory behind the doctrine.

In this case a confirmation of the agreement must be prepared and it must meet the technical standards.

Agreement for Surveying Services

Between

Surveying Firm: Beechem & Beechem, Land Surveyors
Address: 332 Walnut Road, Rockland, ME 04856
Telephone: 207-555-1212

Landowner Client: _____

Address: _____

Telephone: _____

Property Location: ~~Camp lot along South Pond, Town of Warren, County of Lincoln~~

Per the standards, the confirmation must include the scope of services.

Survey Services & Fee (check all that apply to this contract):

- Camp Lot Survey - **\$3,600.00**. \$1,000 is due at start. \$1,000 is due prior to monumentation. The remainder is due upon presentation of documentation.
- Camp Road Survey - **\$1,000.00**. Research of ~~records to 1960 and location of centerline using GPS from town or state road to camp lot.~~ Amount is due upon presentation of documentation.
- 100-year Flood Plain Location - **\$800.00**. Amount is due upon presentation of documentation.

Per the standards, the confirmation must include a fee or fee basis.

Starting Date: Within two weeks of receipt of \$1,000.

Per the standards, the confirmation must include the time period.

Completion Date: Four weeks after start, weather permitting. Snow greater than six inches will suspend surveying services.

Standards: <http://www.maine.gov/sos/cec/rcn/apa/02/chaps02.htm>

Ch. 90, Part 2 § 4: Research shall be limited to public ~~records pertaining to the property and adjoining properties back to a common grantor.~~

Per the standards, the confirmation must include any exceptions.

Remarks: Client will receive three copies of the plat with a survey report upon payment of all outstanding fee. Final payment will be reduced by 1/2 of 1% if paid within 5 days of completion.

Agreed to and Signed this the _____ day of November 2004.

Surveying Firm: Beechem & Beechem, Land Surveyors

Emily Lance, P.L.S.

Landowner/Client: _____

No extra points are awarded for detailed contracts or letters of engagement, so long as the confirmation has the essential parts and is clear and understandable.

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