Frequently Asked Questions
And other guidance on
ALTA/NSPS Land Title Surveys including the 2026 Standards

(01-05-2026 version)

Section 1 - Specific Section Notes as to the 2026 revision of the ALTA-NSPS Survey Standards

The following provides an overview of some key changes in the 2026 version of the ALTA-NSPS Survey Standards:

1. Revised definition of Relative Positional Precision (RPP): The standards now include a refined definition of Relative Positional Precision, and continues to align with accepted measurement practices. This does not change the measurement practices, but does clarify the explanation for those not familiar with RPP.

2. In the 2026 Standards, what had previously been referred to as "adjoiners" has been more clearly stated as "adjoining properties."

3. Additional guidance on the sourcing of title evidence where a recent title commitment is not available.

4. Examples of the types of documents that constitute quasi-public documents which may require additional surveyor research.

5. Specifying that the fieldwork may be completed using "practices generally recognized as acceptable" for the purposes of an ALTA/NSPS Land Title Survey

6. Specifying that the "relationship to the ground" is an element of the characteristics of monuments.

7. Specifying that evidence of possession or occupation along the perimeter of the surveyed property should be noted, regardless of their proximity to the boundary lines.

8. In documenting evidence of utility poles, clarifying that those either on or within 10 feet of the surveyed property should be identified.

9. Notation is required in instances where verbal ("parol") statements are made by interested landowners or occupants as to title or boundary.

10. Acknowledgement that administrative rules may be a basis for requiring recording of the plat or map.

11. An explanation that the certification of the plat or map may be extended to successors and assigns of the lender if requested.

12. In recognition of the rapidly changing technical environment (e.g., drones, AI, LiDAR) Section 5 and 6 of the 2026 Standards reference "practices generally recognized as acceptable by the surveying profession for purposes of an ALTA/NSPS Land Title Survey." This eliminates the need for the Standards to address specific procedures and tools that surveyors might want to employ when conducting an ALTA/NSPS Land Title Survey. This issue is addressed more fully below in the discussions of sections 5 and 6.

13. As a functional note, when deemed appropriate, surveyors might want to consider suggesting to their clients that the advice of a wetlands, flood plain, environmental, archeological or other appropriate expert might be beneficial.

Table A of the standard continues to contain the optional elements of an ALTA/NSPS Land Survey. The following elements have been refined:

1. A note in the introduction to the section that if any of the optional items are required by law, they must be included.

2. Further explanation that features may be shown using imagery, but that the specific details of the sourcing of the imagery must be clarified in writing before use.

3. Table A – Item 15 has been rewritten to clarify intent.

4. A newly included optional Item 20, that if selected, will appear as a table on the face of plat or map and contain a summary of the designated conditions and potential encroachments that are to be included, as well as references to their location on the map.

5. A numbering revision to make the **former "Table A – Item 20"**, which provided a place for items negotiated between the surveyor and the client to be listed and selected, to now be found as **Table A – Item 21**.

Section 2 - General Comments

Changing Scope: The surveying community needs to remember that often the ALTA/NSPS Land Title Survey is ordered by the buyer or seller whereas the primary consumer of the survey will be the lender and title insurer. As a result, surveyors should recognize the likelihood that requirements may change through the process — even after the initial delivery. It is advisable to have a written contract in place specifying scope, Table A items (with any qualifications), names of certified parties, etc. This will put the surveyor in a much stronger position to negotiate any later changes to scope.

Notification: The client is obviously going to be aware that the survey will be performed, but in some states, that client is routinely the buyer. Providing notification to other parties like the owner, a property manager, or lessee before conducting the fieldwork, if not required by law, is not necessarily the responsibility of the surveyor.

Section 2 - What do I do if the client requests a Land Title Survey on a condominium unit?

Reference is made here to Section 2 of the 2026 Standards:

> "*Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, mobile home parks, easements, leases, mineral interests, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer, and agreed upon in writing prior to commencing work on the survey.*"

Generally, requests for Land Title Surveys of condominium units are rooted in someone not understanding what they are dealing with, and therefore asking for something that is not actually needed.

If you ask the right person at the title company, they will probably say that the survey is unnecessary and they will cancel the survey order. After all, when someone buys a condo, what they are normally buying is the airspace inside the unit (between the unfinished walls, floors and ceilings). Of course, they are also buying a small percentage of ownership in the common areas of the development, but that is not normally a big concern because the lion's share of the value is in the unit itself.

The surveyor should get the lender, client and title company together in an email thread or on a conference call, tell them that a Land Title Survey of a condo unit really does not make much sense and ask what they actually need. Someone may very well say "*Forget it, that should never have been ordered.*"

But if they do actually want the survey, those sentences above out of Section 2 apply; the parties need to tell the surveyor what they need in the way of a survey and drawing. Do not let them simply tell you "*You should know.*" The surveyor's response should be, "*No, you are asking for a survey of empty air space, so you need to tell me what you need shown on the survey."* That's what Section 2 of the Standards requires.

In the end, if they do want the survey, the most logical approach might be to stick a PDF of the condo unit as-built plans into a drawing, and tell them this is a copy of the recorded as-built plans that were recorded. But even this should be part of the discussion with the parties.

Section 3.A. - What about the transition period leading up to and immediately after February 23, 2026?

*If a contract to perform a Land Title Survey is executed on or after February 23, 2026, the survey must be performed pursuant to the 2026 Standards, w*ith a couple of possible exceptions explained below.

During the transition period, surveyors may encounter situations whereby they have entered into a contract to perform an ALTA/NSPS Land Title Survey prior to the effective date of the 2026 Standards (February 23, 2026), but the survey is not anticipated to be completed until after February 23, 2026. In such cases, the surveyor may discuss this with the client, title company

and lender and include an appropriate clause in the contract as needed, viz., "*This survey will be prepared using the 2021 Minimum Standard Detail Requirements for Land Title Surveys as established by ALTA and NSPS since said standards are still currently in effect at the time of this contract. It is understood and accepted by all parties involved that said standards may no longer be current upon completion of the survey, but will still be used for the purpose of this survey."*

Section 3.A. - What about the transition period as related to "updates" of previous surveys?

As an aside, notwithstanding the innocuous-sounding word "update," there is actually no such thing as an "update." An "update" is a new survey – the surveyor is certifying that the survey reflects the current conditions on the property and that it was performed pursuant to all of the requirements in the current standards. The only difference is that the surveyor happens to have surveyed the property previously, so the client *might* realize a reduced fee or quicker turnaround depending on a number of factors (e.g., how long has it been since the initial survey? How many changes have affected the property since?).

In any event, if the contract to conduct the "update" is executed after February 23, 2026, that "update" must be performed pursuant to the 2026 Standards. However, if the "update" is simply a follow-up on a survey *related to a conveyance that had been anticipated to close before February 23rd, but was perhaps unexpectedly delayed for a fairly short time until after February 23rd*, the surveyor could arguably conduct the "update" pursuant to the 2021 Standards. This premise, however, does not extend to "updates" *unrelated to the initial conveyance* or "updates" that take place substantially after February 23rd.

Some lenders are wanting the surveyor to not "update" an old survey, but merely change the names of the certified parties and provide a current certification. Surveyors must understand that they may be taking on liability to new parties when they do this, even though they did not "update" the survey.

In addition, issuing a survey with a current certification using out-of-date standards may be a problem if a complaint is made and the surveyor is defending him or herself in front of their Board of Licensure.

Section 3.E. - Changes to the measurement standards

In the 2026 ALTA/NSPS Standards the definition of Relative Positional Precision (RPP) has been slightly modified and simplified, and the way in which RPP is addressed is restated.

The redefinition ("*the length of the semi-major axis, expressed in meters or feet, of the error ellipse of the line connecting the monuments or witnesses marking adjacent boundary corners of the surveyed property at the 95 percent confidence level.*") eliminates a technical concern that had been identified in the previous definition but should not impact how RPP is typically addressed.

The manner in which RPP can be addressed is restated to simply explain that a least squares adjustment is the most common way to estimate RPP with an alternative of computing the full covariance matrix of the coordinate inverse between any given pair of points.

Section 4 - What if the required research information is not provided to the surveyor?

The 2026 ALTA-NSPS Standards have eliminated the requirement that the title insurer provide copies of the deeds of adjoining properties. This was a function of (1) the fact that - at least in suburban and urban areas - title companies typically did not provide those deeds anyway, and (2) in virtually every state that has survey standards, the surveyor is charged with determining the relationship of the surveyed properties with its adjoining properties, so surveyors must obtain those deeds anyway.

Aside from that, the Section 4 research requirements were reformatted and restated for 2026.

One major change resulting from that reformatting is - given the purpose of an ALTA/NSPS Land Title Survey - it is now clear that the surveyor *must* be provided with a copy of the most recent title commitment or other title evidence satisfactory to the insurer.

In the unusual, but not unheard of, situation where an ALTA/NSPS Land Title Survey is requested, but there is no new title insurance policy being issued, there will not be a new commitment prepared. Surveyors are *not* in a position to demand that the client order new title work, but they *are* required to conduct the survey pursuant to "the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer."

Perhaps the client could be persuaded, for their own benefit and protection, to order a title search covering only the time since the date of the last commitment. If there is no title insurer as a part of the transaction, the surveyor may be able to lay hands on the most recent title policy or commitment, or even an abstract of title, any of which is perfectly fine to rely on.

It should be noted that in some states surveyors, either by law or normal standard of care, may need to conduct their own easement research. (See Sections 3.B. and 3.C. of the 2026 ALTA/ NSPS Standards).

No matter what title evidence is relied upon, the surveyor should note what evidence was provided.

Surveyors may also encounter rare situations in which the title company is unable or unwilling to provide the research otherwise required pursuant to Sections 4.B. and 4.C., or perhaps the surveyor requires other research in order to properly complete the survey (the standards give the examples of highway and railroad plans which are typically not in the public records).

In such cases, the surveyor must conduct that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the surveyed property is located (and

any research that may have been negotiated pursuant to the contract between the surveyor and the client).

Some may argue that this is an additional burden on surveyors, but *nothing in the ALTA/NSPS Standards or otherwise can relieve surveyors of conducting whatever research is necessary in order to complete a proper survey*. If by virtue of the ALTA/NSPS Standards or otherwise, surveyors are able to convince another party (e.g., the title insurer) to provide the research, that would be good for the surveyor. But if not, surveyors will need to do it themselves.

Section 4 - What constitutes "other title evidence"? Why not simply require a title commitment?

Starting in 2016, the ALTA/NSPS Standards stated that the surveyor needs to be provided with the most recent title commitment or "other title evidence satisfactory to the title insurer."

Title companies have other products that are sometimes requested by clients that are short of title commitments and policies, but that - for a variety of reasons - are acceptable to clients in some circumstances.

In some cases, even though a title company may be involved, a title policy may not be issued as a part of the transaction. For example, some governmental agencies do not buy title insurance - they self-insure - but they may obtain an "owner and encumbrance report" from the title company.

Also, the U.S. Department of Housing and Urban Development may or may not require title insurance; in some cases, an attorney's title opinion may be acceptable (which could be based on, for example, an abstract of title).

Section 5 - Introduction: Why is reference made to, and what does the phrase "practices generally accepted by the surveying profession" mean?

In recognition of the rapidly changing technical environment (e.g., drones, AI, LiDAR) the introduction to Section 5 (and Section 6, see below) in the 2026 Standards reference "*practices generally recognized as acceptable by the surveying profession for purposes of an ALTA/NSPS Land Title Survey.*"

The reason this wording was chosen is to eliminate the need for the ALTA/NSPS Standards to address which specific procedures and tools surveyors might want to employ are acceptable and which are not. Doing that would obviously result in conflicts and confusion as new procedures and tools are developed. This new phrase allows for the profession to collectively define what is acceptable rather than being defined within the ALTA/NSPS Standards.

Section 5.B.ii. - How do we treat sidewalks and trails along the street/road

It is not unusual that streets and roads are found to have sidewalks or trails running adjacent to them or with a grass strip between the two. Likewise, walking/biking trails are sometimes found adjacent to the street/road - even as part of the paved way in some cases. Section 5.B.ii. calls for locating the "travelled way" to be located and, of course, shown on the survey.

The question of whether such sidewalks/trails should also be located and shown is answered by Section 5.B.iv. which requires that "*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 observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths)"* be located and shown.

Note that there is no requirement for the surveyor to identify a street or road as private or public except as revealed in documents provided to the surveyor.

Section 5.B.iii. - What is mean by the changes in this "physical access" section?

This section was the only one left in the 2021 ALTA/NSPS Standards that placed a higher burden on surveyors with the phrase "Visible evidence" rather than everywhere else that required only "Evidence observed in the process of conducting the fieldwork." This change eliminates that higher requirement of "Visible Evidence."

Also, in order to provide better clarity, the item now specifies what was always the intent: that "vehicular access" is, in fact, to be addressed.

Section 5.C.i. - Why was "Regardless of proximity to perimeter boundary lines" added? This would seem to increase the surveyor's liability on this issue

Previously there was an incorrect belief that pursuant to Section 5.C.ii., perhaps evidence of possession of occupation needed to be shown only if it was within 5 feet of the perimeter boundary. That is not what the standards said, but this item now addresses that confusion.

Some may remember reading about the court case in which Curtis Brown served as an expert where a surveyor was held liable for not providing detail on a line of occupation that was 230 feet from the perimeter boundary.

Title companies, lenders and clients must know about potential claims against the property regardless of how far they are located from the perimeter of the property. There could be a situation where a line of possession or occupation is so far from the perimeter boundary or, for example, hidden from view in thick woods, that the surveyor misses it. The defense in that case might well be the normal standard of care: Would the competent surveyor, surveying in that same area and under similar circumstances, have observed that line or not?

Section 5.E. - Why the new headings for the subsections in this section?

The ALTA/NSPS Workgroup felt like it would be helpful to all involved if the intent of each item in this section was more clearly expressed.

Section 5.E.iii. - Is the surveyor responsible for showing underground easements?

No, not unless information is provided on an underground easement. Otherwise, the standards merely require that the surveyor note observed evidence of potential underground easements.

Section 5.E.iv. - Why the changes in 2016, 2021 and 2026 regarding this item?

The 2016 change was made to address a conundrum. Prior to the 2016 Standards, if a client did not request Table A item 11(a) or 11(b), the surveyor had no responsibility to locate and show evidence of utilities. But if that utility evidence could be considered evidence of an easement, the surveyor *did* need to locate and show it pursuant to Sections 5.E.i. through iv.

The ALTA/NSPS workgroup felt that in most instances where there is evidence of utilities, it could also be considered evidence of easements, so to eliminate future problems and questions in that regard, locating and showing observed evidence of utilities was made mandatory starting in 2016.

Starting with the 2021 ALTA/NSPS Standards, utility locate markings (typically paint or wire flags) must be located and shown as evidence of easements and utilities. The ALTA/NSPS Work Group felt that utility locate markings should be treated as evidence of utilities just like vales, manholes, etc. NOTE that this item *does not* require a utility locate request.

For those surveyors concerned about locating and showing what may or may not be actual utility locate markings because they do not have any information regarding the locate request or source of the markings, they might consider developing an appropriate note such as "*Paint markings found on the ground and shown hereon as evidence of possible (or probable) underground utilities are consistent with typical utility markings. However, no utility report was provided to authenticate these markings - their source is unknown. The user of this plat/map should rely upon such markings at their own risk.*"

The 2026 Standards addressed confusion over wording of Section 5.E.iv. in the 2021 ALTA/NSPS Standards regarding how far from the boundary line evidence of utilities needed to be located. Was it 5 feet or 10 feet? This has now been clarified to say the 10 feet requirement applies only to utility poles.

Section 6 - Introduction: Why is reference made to, and what does the phrase "practices generally accepted by the surveying profession" mean?

As noted above under the *Section 5 - Introduction* comments, in recognition of the rapidly changing technical environment the 2026 Standards reference "*practices generally recognized as acceptable by the surveying profession for purposes of an ALTA/NSPS Land Title Survey.*"

The reason this wording was chosen is to eliminate the need for the ALTA/NSPS Standards to address which specific procedures and tools surveyors might want to employ are acceptable and which are not. Doing that would obviously result in conflicts and confusion as new procedures and tools are developed. This new phrase allows for the profession to collectively define what is acceptable rather than the ALTA/NSPS Standards specifying which approaches are accepted at a given point in time.

Section 6.B.i.a. - What if the record description does not match the Schedule A description?

This section requires that on a survey of an existing parcel, the record description of the parcel being surveyed shall appear on the face of the plat/map.

The description of the real property being insured (contained in Schedule A of the title commitment) is typically (and ideally) identical to the record description. In cases where the two descriptions differ, the surveyor may wish to inquire of the title company as to the origin of the Schedule A description. In cases where the title company insists that it will be insuring the description in Schedule A even though it does not match the record, the surveyor may need to show both descriptions on the face of the plat/map.

It is certain that the parties will require that the description being insured appear on the face of the plat/map, and 6.B.i.(a) requires that the record description be shown. The surveyor might consider providing a note explaining how the two descriptions differ.

Section 6.B.vi. - Water boundaries and caveat

This section calls for a caveat to be noted regarding the nature of water boundaries. Surveyors might consider developing their own such note, which could be formulated on the order of, "Where *the property being surveyed includes a water boundary, the parties relying on the survey should be aware that, (1) laws regarding the delineation between the ownership of the bed of navigable waters and the upland owner differ from state to state, (2) water boundaries are typically subject to change due to natural causes, and (3) as a result, the boundary shown hereon may or may not represent the actual location of the limit of title. The [e.g., bank, edge of water, high-water mark, ordinary high-water mark, low-water mark, ordinary low-water mark, center of stream] shown hereon [was/were] located on [Date]*."

Section 6.B.vii. - Contiguity, gaps and overlaps

This section requires that the surveyor disclose any gaps or overlaps with adjoining properties or between interior parcels where the property being surveyed is comprised of multiple parcels. This can be done not only with notes on the graphic portion of the plat/map, but also with textual notes drawing attention to the condition(s). Such information is critically important to the title company so that such issues can be disclosed to the parties and appropriate exceptions to coverage can be written.

Where no gaps or overlaps exist, surveyors should consider assuring that the parties understand that fact by providing an affirmative statement to that effect.

Section 6.C.i. - Dealing with easements that burden vs. easements that benefit the property

Offsite easements that benefit the surveyed property (specifically and properly identified in the 2026 ALTA/NSPS Standards as *appurtenant easements*) are typically identified as insured parcels in Schedule A of the title commitment. Such easements may be included as part of the survey - treating them as a fee parcel rather than simply graphically showing them - pursuant to optional Table A item 18. But be wary of, for example, cross-parking and access easements that may cover large areas.

Easements that *burden* the surveyed property are identified as exceptions to title insurance coverage in Schedule B II of the title commitment.

It is possible that an easement could *both* benefit *and* burden a property in which case, it might be listed both in Schedule A and Schedule B II. In addition, sometimes a title company may inadvertently list a beneficial easement in Schedule B II as an *exception* to coverage, rather than identifying it in Schedule A as one that *benefits* the surveyed property - or vice versa.

Surveyors should communicate with the title company when they believe there is a discrepancy between their opinion as to the effect of an easement and how the title commitment reports it.

Section 6.C.ii. - What about the "summary of all rights of way, easements and other survey-related matters burdening the surveyed property?"

This requirement was added in 2016 because it was frequently requested as an aid to those reviewing the survey. It required a summary, including notes if they are applicable, to any specific item.

The subsection 6.C.II.(e)was modified in 2021 to allow for and clarify the use of the phrase "*does not affect*" as specifically applying only to where the easement plots, not as to its legal effect.

Section 6.C.iii. - Does the surveyor need to now identify if streets are public or private?

At times people read more into the standards than what they actually say.

This particular item was modified slightly in 2021 because in the 2016 standards, as it was written the surveyor needed to note lack of access only if it was a public street.

There were two problems with that:
1. The surveyor needed to determine if a street was public, and, more importantly,
2. Title companies and others need to know about access whether it is a public or private street.

Thus the item was modified accordingly. If you read it carefully, however, it does not say anything about the surveyor determining if the street is public or private, only that there needs to be a note if there is lack of access to *either* a public or private street.

Having written that, let's answer this question more specifically.

The standards never required surveyors to identify streets as public or private other than perhaps as may have been reported on, for example, a subdivision plat or in a grant of easement listed in Schedule B II.

These types of requests routinely come from lenders as part of the litany of things they want surveyors to tell them. Those requests *very frequently* have the surveyor providing more information than the standards require. Surveyors should strive to be helpful and cooperative, but not to their detriment (i.e., incuring additional liability), so each request should be carefully weighed.

Most of the time, surveyors can probably determine, with some confidence, if a street is public or private - assuming the documentation was provided or is readily available.

But - aside from the items of Schedule B II and other research that surveyors need to do based on their state laws or the normal standard of care - under the ALTA/NSPS Standards they do not need to independently make such a determination. If it's not obvious from the documentation, they may wish to decline to opine on the issue pending someone providing definitive documentation.

Section 6.C.viii. - How does the surveyor address easements found, but not listed in title commitment? What if the title commitment is updated and eliminates an easement that was previously listed?

This situation will most commonly occur when the surveyor, (a) by some means becomes aware of an easement not listed in the title commitment or (b) an easement that appeared in an earlier version of the commitment has been removed from a subsequent version.

In this event, typically one of three things has occurred. (1) the title company simply inadvertently missed an easement, (2) the title company is aware - but the surveyor is not - that the easement has been released, vacated or abandoned, or (3) the title company has made a business decision to insure over the easement.

Section 6.C.viii. in the ALTA/NSPS 2026 Standards clarify the requirement by a slight modification in wording, viz. (with the change tracked and highlighted), "*If in the process of preparing the survey the surveyor becomes aware of a recorded easement not otherwise listed in the title evidence provided, the surveyor must advise the insurer prior to delivery of the plat or map and, unless the insurer provides evidence that the easement has been* ~~***released***~~ ***terminated or extinguished****, show or otherwise explain it on the face of the plat or map, with a note that the insurer has been advised."*

Such a note might be formatted similar to:

> *"The 20 foot gas-line easement recorded as Instrument number 64-12345 and shown hereon is not listed in the title commitment; however, no evidence of a release, vacation or abandonment has been provided. The title company has been advised."*

Section 6.D. - Drawing Scale

This section (and logic) requires that the scale of the drawing be at an appropriate, standard scale that is also legible to the reader. Often, the drawing scale may be adequate for the most part, but where details at a larger scale are required for clarity, the surveyor should consider those.

Section 7 - Where does the surveyor's signature and seal belong?

The ALTA/NSPS Standards do not address where the signature and seal must be placed. Some companies have a title block format that would confine the surveyor's signature and seal confined to that area. While it would be most helpful if the signature and seal be placed right below the certification or at least in its general vicinity, the law in some states may require otherwise.

Section 7 - Certified parties?

Surveyors are often told they need to certify to multiple parties above and beyond the client, lender and insurer as identified in Section 7 and they need to recognize that more certified parties may equate to more liability. They may wish to consider specifically listing in the contract those parties that they will certify to and that "*additional parties may be certified to for an additional fee.*" If the specific parties are not yet known, they could specify that they will certify to the lender, client and insurer.

A new subsection of Section 7 was added with the 2026 ALTA/NSPS Standards to address one of the most common requests of surveyors.

Often a request is made, or specific instructions given, for the surveyor to certify to "ATIMA" and/or "ISAOA." These are acronyms that mean "*as their interests may appear*" and "*its successors and/or assigns.*" The loan policy defines "insured" in a way that should remove the need for such wording, but if the lender demands that the title company put those in the policy, the title company will likely want to surveyor to certify to the same.

Surveyors should seek guidance from their attorneys on the desirability of certifying in this matter; however, in any event, they may want to avoid certifying to successors and assigns of the client/buyer.

Section 7 - The date of the fieldwork is obvious, but what is the date of the Plat or Map?

That is the date by which the survey will be identified. Many surveyors date the plat or map as of the date they signed it. Others backdate it to the date of the fieldwork. The committees feel this decision is best left to the surveyor. In some states, the date of the plat/map may need to be the same as the date of the fieldwork.

Section 7 - New certified parties and current date, but without an "Update"

Some lenders are wanting the surveyor to not "update" an old survey, but merely change the names of the certified parties and provide a current certification. Surveyors need to understand that they may be taking on liability to new parties when they do this, even though they did not "update" the survey. In addition, sending out a survey with a current certification using out-of-date standards may — and probably should — be a problem for your Board of Licensure.

Table A - Introduction: What can I modify in Table A?

The introductory paragraph to Table A was revised in 2021 to make its original intent (from the 1988 Standards) clear that not only is the very selection of a Table A item negotiable, but *the exact wording of the item is also negotiable*, as is - of course - the fee. It is permissible for the surveyor and client/lender to negotiate a modification to the wording of any item, but those parties should recognize that the lender or underwriter may or may not agree with those changes.

Any such modification, however, must be explained in a note placed on the face of the plat/map pursuant to Section 6.D.ii.(g). Of course, surveyors need to decide for themselves what fee to attach to any given Table A item.

Table A - Introduction: What's up with the new sentence regarding state laws?

The ALTA/NSPS Workgroup felt that it was worth reminding all parties involved that the law must be followed. For example, in a number of states, monumenting a boundary is required, therefore Table A item 1 is not optional in those states. The same could apply to other Table A items.

Table A - What if the client does not provide required information pursuant to a Table A item?

It is not too unusual that a client may request, for example, Table A item 6, but not provide the required zoning information. Surveyors can find themselves in a conundrum: Do they certify to the item with a note explaining that the required information was not provided, or do they exclude the item from the certification?

One could argue that the surveyor did not actually perform the item, so it should not be included in the certification.

Likewise, one could argue that the surveyor did perform the item, but since the client did not provide the necessary information, there was nothing for the surveyor to do.

The ALTA/NSPS Standards do not address this. It is a decision left to the surveyor, but if such an item is included in the certification, there should be a note clearly explaining what was done, or not done, and why.

Table A, Item 3 - Flood Zone Classification

FEMA has changed some requirements related to elevation certificates and treatment of flood zones. Surveyors should be cognizant of lender requirements that may dictate how they need to address — or perhaps modify — this item.

Table A, item 11 - What about underground utilities?

Item 11 has been modified in most if not every set of standards since it first appeared in 1988. It was re-written in the 2021 ALTA/NSPS Standards and was not modified in 2026 other than to provide for either the surveyor or the client to coordinate the hiring of a private company to locate utilities.

In order to better address the realities of underground utility locations, the best thing surveyors can do to help manage expectations in this regard is to reiterate the intent and risks in a "Note" following this item in Table A, viz.,

> *"Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary."*

Table A, item 11(b) - Does this item require an 811 locate request or a Level B SUE investigation?

No, it requires neither! Because in many, if not most, parts of the country an 811 locate request from a surveyor is an exercise in frustration and futility, the ALTA/NSPS Work Group dropped reference to 811 locate requests and added the "private locate request" as 11(b) with the 2021 ALTA/NSPS Standards.

The intent of 11(b) is to hire a private locator, rather than making an 811 locate request or hiring someone to do a Level B SUE investigation.

If item 11(b) is checked, the surveyor needs to discuss with the client who will make the locate request and who will pay for it. Obviously, if the surveyor is paying, the associated fee would be added to the survey costs.

Keep in mind, however, that the wording of Table A items is always negotiable, so if in your area, an 811 locate request is actually fruitful - or if the client insists on a Level B SUE investigation - the wording of 11(b) can be negotiated, modified and the word "private" replaced with "811" or "Level B SUE investigation."

Table A item 12 - What about HUD survey requirements with respect to the 2026 ALTA/NSPS Standards?

HUD maintains two sets of survey standards, one for multifamily projects and one for so-called LEAN 232 projects, which are related to senior housing like nursing homes.

On March 25, 2021, HUD's *Office of Multifamily Production Technical Support Division* issued "Interim Instructions for Surveyors for Form 91073M Pending HUD Revision of the Form" which recognized, explained the application, and allowed use of the 2021 ALTA/NSPS Survey Standards. Those interim instructions were later revised and reissued. Based on discussions with HUD in 2021, it was expected that the final instructions might differ somewhat from the interim instructions, but to our knowledge no final instructions were ever issued.

ALTA and NSPS are hopeful that HUD will eventually issue interim and final instructions based on the 2026 ALTA/NSPS Standards, but that remains to be seen.

Table A item 15 - Why the changes in 2026?

This Table A items was modified in 2026 to revert back to its original intent and that was to provide for the use of imagery rather than ground surveying as the basis for showing some features on an ALTA/NSPS Land Title Survey.

The limitations (the boundary and features in close proximity to a boundary or other title or relevant setback line are not included) and the requirements (written agreement with the client, lender and title insurer) and appropriate notes on the face of the plat/map) should be carefully reviewed before agreeing to this item.

Table A item 18 - What does this mean?

If this item is checked, the surveyor is, for purposes of the ALTA/NSPS Land Title Survey, to treat offsite (appurtenant easements) as if they were fee parcels. All requirements of Section 5 in the field, Section 6 in preparing the plat/map, and optional Table items that were selected are to be followed with the exception of monumenting those easements.

Discussions should be undertaken with the client when an offsite easement is geographically extensive or if it involves, for example, offsite parking or access easements across an entire mall, which could drastically increase the fee involved. This item is a popular one for clients to request, but likely no one is thinking about the ramifications in such cases.

Table A item 19 - "What does '*This item shall not be addressed on the face of the plat or map*' refer to? The minimum amount of insurance to be in effect throughout the contract term *and/or* the certificate of insurance?

In that phrase, "This item" refers to the totality of Item 19 and that, by implication, means everything associated with the item.

The intent of the requirement is that nothing related to Item 19 should be reflected on the plat/map. The item does not even need to be mentioned in the certificate as a Table A item. If proof of

insurance has been provided (typically a certificate of insurance), there is no reason for anything regarding insurance to appear on the plat/map.

Table A item 20 - What is this about? Does it not increase the surveyor's liability?

The ALTA/NSPS Workgroup recognized two important trends.

One is that those reviewing surveys are often, if not usually, not well-versed in doing so. They could use assistance in their review, and surveyors want to provide a benefit to their clients in that regard.

Second is that across the country, such a table is widely used by surveyors, especially those routinely involved in large, geographically broad transactions.

Given those trends and the fact that the workgroup (comprised of both surveyors and title attorneys) agreed that surveyors should provide benefit to their clients, not just deliver a survey and walk away.

The bulleted items required to be included in the table are lifted directly from Section 5 and 6 of the ALTA-NSPS Standards. In other words, t*hese items are already required to be located and shown on a Land Title Survey*. Table A item 20 merely has the surveyor tabulating that information. Importantly, however, (1) it also includes multiple qualifications and limitations, and (2) as an optional item, its exact usage can and should be negotiated.

Due to the limitations and qualifications included as part of this item, the primary concern of the surveyor would appear to be in not locating or showing the condition in the first place, not in forgetting to list one of those conditions in the table.

Table A - Item 21

This item is available for special requests. It could also be used to accommodate specific requirements in state or local law or state-specific considerations like geologic hazards on the west coast. It could also be used to specify that the survey — in addition to its intended use in conjunction with a conveyance — is to be used for engineering design. Any use of this item needs to be explained with a note pursuant to Section 6.D.ii.g.