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Advocus
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Love Thy Neighbor- Boundary Line Disputes and Tips for Resolution

May 15, 2024

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Advocus National Title Insurance Company
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Advocus National Title Insurance Company



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Advocus' Neighbor Dispute Claims Overview

Since 2018, Advocus has

- Admitted liability and paid on 46 claims concerning disputes between neighbors
- Of these 46 claims, total loss is \$1.1M
- Average of \$24,000 per claim

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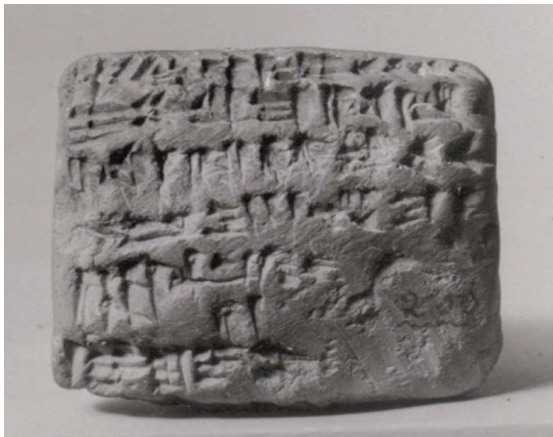
Advocus' Neighbor Dispute Claims Overview

Common Types of Claims:

- Encroachments
- Shared Driveway Agreements
- Easements
- Boundary Line Overlaps

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Standard and Specific Endorsements



Cuneiform tablet: record of sale 552 BCE

Advocus Search Standards

Prior Policy

- From the Date of Policy of the prior to present for conveyances and judgments and liens

Subdivided residential land, no prior title evidence

- 20 years, plus a review of plat, declaration, and two bona fide deeds for conveyances.
- 20 years for judgments and liens.

Unsubdivided land and all commercial and non-residential

- Back 100 years, plus a review of the plat, declaration, and first deed, if any, for conveyances.
- 20 years for judgments and liens.

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
 - Remove the above exception with:
 - ALTA statement
 - Survey
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
 - Remove the above exceptions with:
 - Survey (owner policy)
 - Affidavit in Lieu of Survey (loan policy)
 - ALTA Statement

Standard Exceptions

4. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
 - Remove the above exceptions with:
 - The ALTA Statement
 - If ALTA Statement confirms no lienable work within the last six months, the exception can be waived.
 - If the ALTA statement confirm work has been conducted, we must be furnished with Owner's and General Contractor's Sworn Statements and final lien waivers from all contractors, subcontractors, and material suppliers must be obtained.

Standard Exceptions

5. Taxes or special assessments that are not shown as existing liens by the Public Records.
 - Remove the exceptions with:
 - A normal tax and special assessment search should reveal any real estate taxes that would constitute a lien on the Land.

Specific Exceptions

- You will raise specific exceptions if the ALTA statement or Survey reveal an encroachment, encumbrance, adverse circumstance
- Examples:
 - Lease or Tenancy
 - Unrecorded easement
 - Encroachment of an improvement onto the property or onto the adjoining property line

Standard Exception Chart – Cook & Collar

Exception Number	Residential Loan Policy	Residential Owner Policy	Commercial Loan Policy	Commercial Owner's Policy
1	ALTA Statement & Current Boundary Survey	ALTA Statement & Current Boundary Survey	ALTA Statement and Current ALTA Survey	ALTA Statement and Current ALTA Survey
2	Current Boundary Survey	Current Boundary Survey	Current ALTA Survey	Current ALTA Survey
3	ALTA Statement & Current Boundary Survey	ALTA Statement & Current Boundary Survey	ALTA Statement and Current ALTA Survey	ALTA Statement and Current ALTA Survey
4	ALTA Statement (Lien Waiver Exam)	ALTA Statement (Lien Waiver Exam)	ALTA Statement (Lien Waiver Exam)	ALTA Statement (Lien Waiver Exam)
5	Special Assessment & Tax Search	Special Assessment & Tax Search	Special Assessment & Tax Search	Special Assessment & Tax Search

Standard Exception Chart – All Other Counties

Exception Number	Residential Loan Policy	Residential Owner Policy	Commercial Loan Policy	Commercial Owner Policy
1	ALTA Statement & Affidavit in Lieu of Survey	ALTA Statement & Current Boundary Survey	ALTA Statement & Current ALTA Survey	ALTA Statement & Current ALTA Survey
2	Affidavit in Lieu of Survey	Current Boundary Survey	Current ALTA Survey	Current ALTA Survey
3	ALTA Statement & Affidavit in Lieu of Survey	ALTA Statement & Current Boundary Survey	ALTA Statement & Current ALTA Survey	ALTA Statement & Current ALTA Survey
4	ALTA Statement (Lien Waiver Exam)	ALTA Statement (Lien Waiver Exam)	ALTA Statement (Lien Waiver Exam)	ALTA Statement (Lien Waiver Exam)
5	Special Assessment & Tax Search	Special Assessment & Tax Search	Special Assessment & Tax Search	Special Assessment & Tax Search

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Claims Case Studies

Waiving Standard Exceptions

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Source: <https://www.cnet.com/science/3700-year-old-babylonian-clay-tablet-upends-history-of-mathematics>

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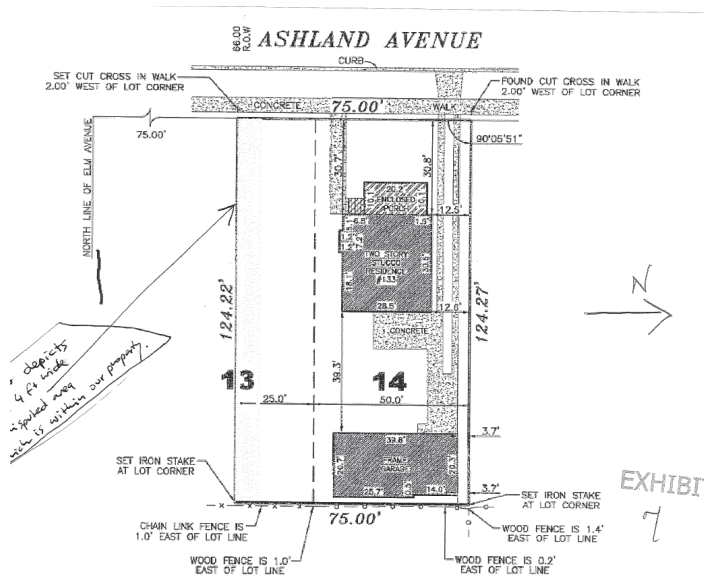
Survey Did Not Disclose the Disputed Matter Case Study

Brief Overview: The insured owner and adjoining property owner were disputing the boundary line between their properties. The policies contained a waiver of the standard exception for boundary line disputes.

Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Survey Did Not Disclose the Disputed Matter Case Study

- Advocus Insured Lot 14 and the North ½ of Lot 13



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Survey Did Not Disclose the Disputed Matter Case Study

- One year after the closing, insured owners erected a construction fence.
- The neighbor filed a complaint alleging adverse possession of a 4-foot-wide strip of land.
- Neighbor alleged that for 23 years they had maintained the disputed strip of land by clearing brush, adding decorative landscaping, installing an invisible dog fence.
- Advocus retained counsel, the trial court granted the insured owner's motion to dismiss, but the appellate court reversed the trial court's grant of the motion to dismiss.
- Ultimately, the neighbors and insured owners entered into a settlement wherein the insured owners conveyed two feet of the disputed land to the neighbors and Advocus paid the insured owners for the loss of the two feet.

Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Survey Did Not Disclose the Disputed Matter Case Study

What can we learn from this claim?

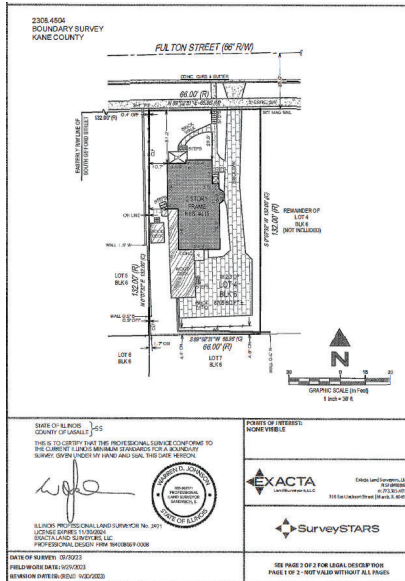
- Adverse possession may not always be disclosed by a survey

Importance of an Accurate Survey Case Study #1

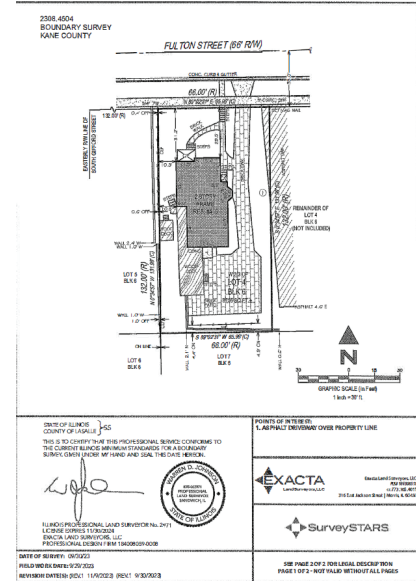
Brief Overview: A driveway, located mainly on the land adjoining to the east of the insured land encroaches onto the insured land by approximately 4.6 feet. The encroachment was not disclosed on the survey provided at closing.

Importance of an Accurate Survey Case Study #1

Survey at Closing:

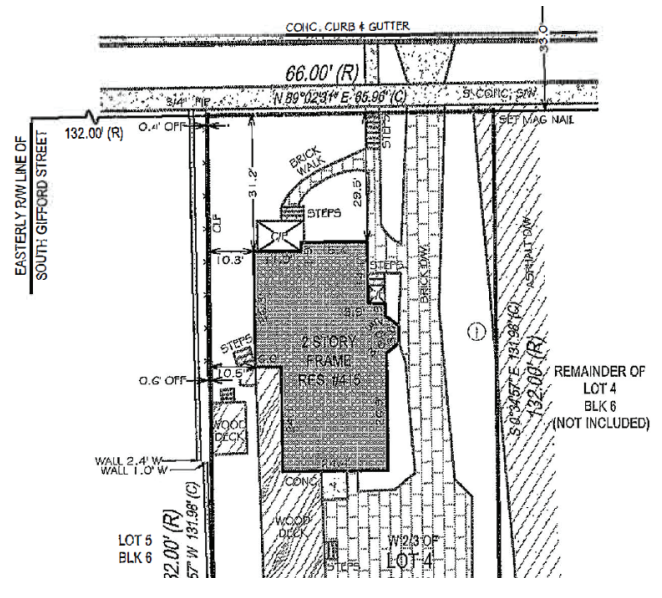
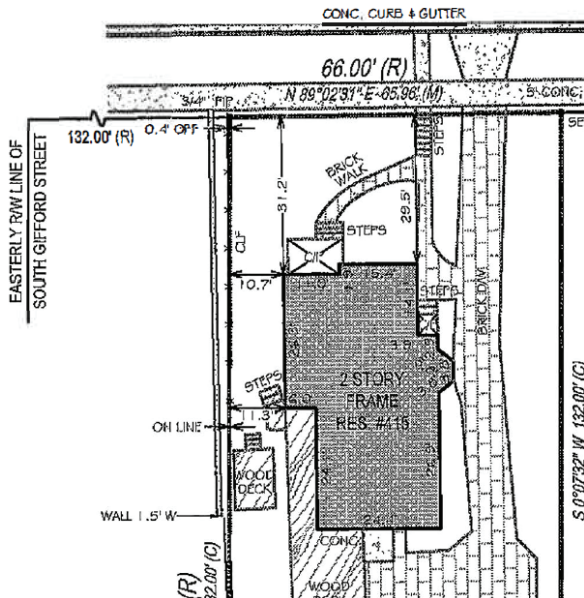


Revised Survey



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Importance of an Accurate Survey Case Study #1



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Importance of an Accurate Survey Case Study #1

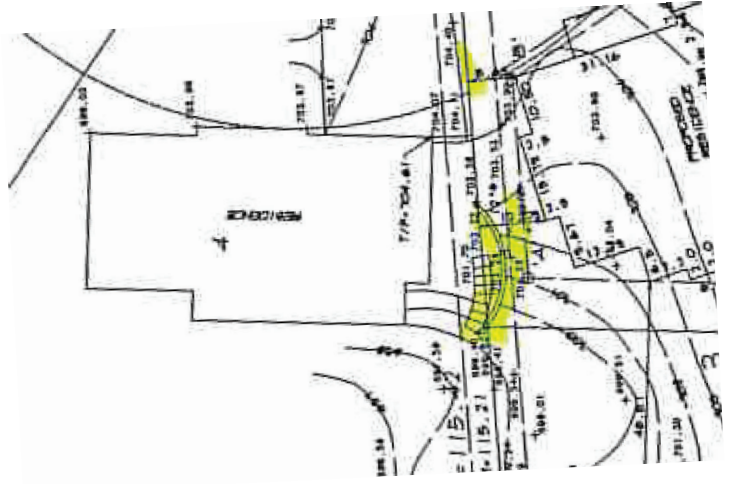
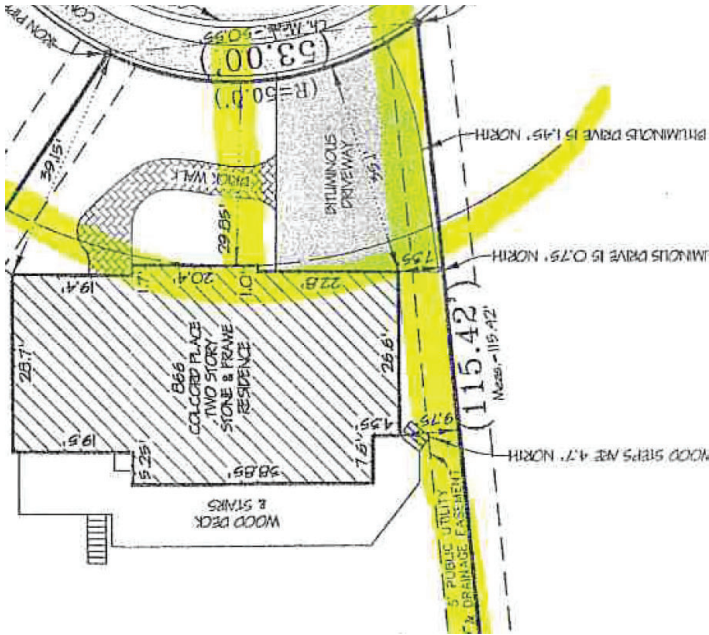
What can we learn from this claim?

- Go over a survey with your clients to make sure it looks accurate

Importance of an Accurate Survey Case Study #2

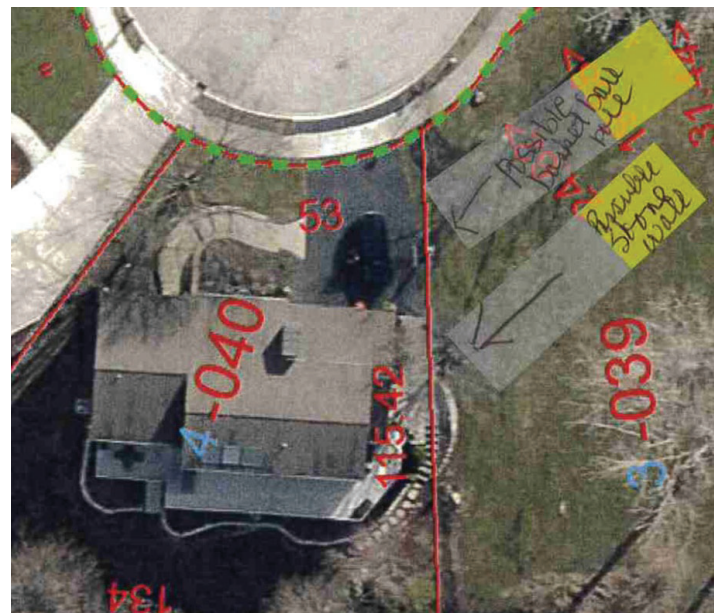
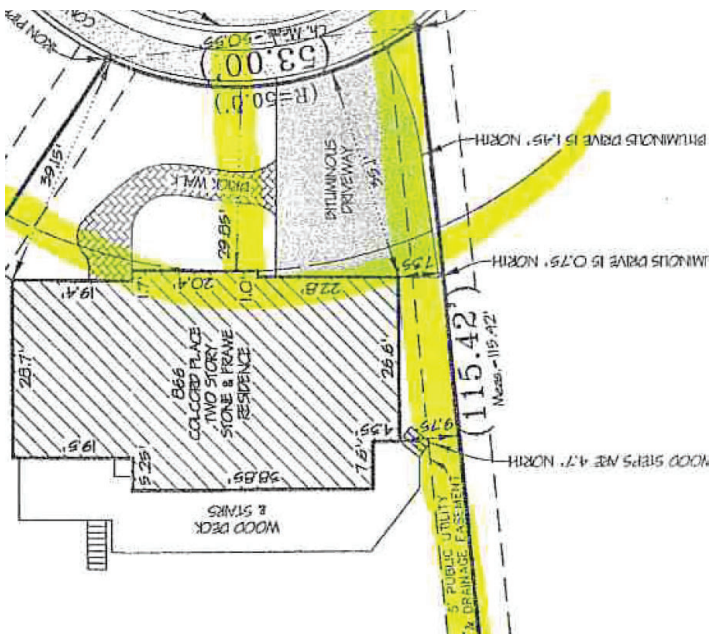
Brief Overview: A stone wall and basketball pole located on the insured land encroaches onto an adjoining property. The policies did not contain specific exceptions for the encroachments and the standard exceptions for matters of survey were waived. The survey, prepared for the closing, did not disclose the encroachments.

Importance of an Accurate Survey Case Study #2



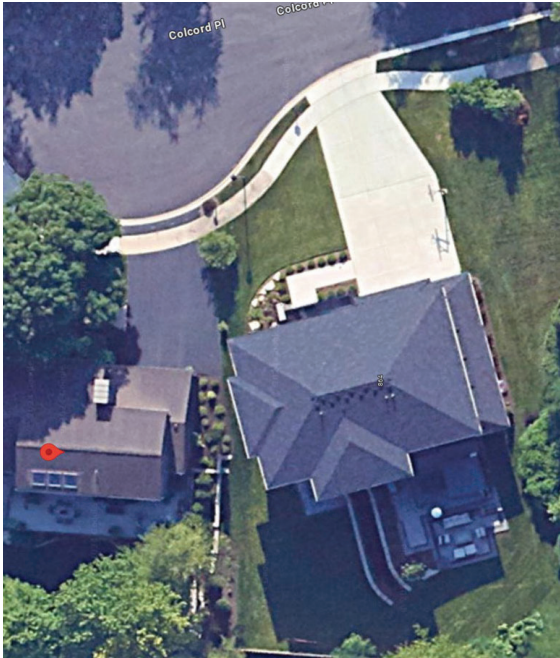
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Importance of an Accurate Survey Case Study #2



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Importance of an Accurate Survey Case Study #2



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Importance of an Accurate Survey Case Study #2



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Importance of an Accurate Survey Case Study #2

- What can we learn from this claim?
- Check with your client about the accuracy of the survey
- Adjoining property characteristics change
- Minor encroachments can have a big impact on the property
- Compare the commitment to the survey

Encroachments

Encroachments

- **Language examples:**

- Encroachment of the [improvement] located on the insured land over the [boundary line] onto the adjoining [northerly] land by [feet] as shown on a survey dated [date], prepared by [surveyor], as project number [project number].
- A survey discloses that the [e.g., northwest corner] of the [e.g., garage, house] located upon the insured premises encroaches upon the [e.g., southwest corner] of the adjoining lot by [e.g., ten feet].
- Violation of the [e.g. west 25-foot] building line of a building by approximately [number] feet as shown by a survey made [date] by [surveyor], Order No. [number].

Encroachments – Owner’s Policy

Encroachments onto Adjoining Property:

- Less than 1-foot in existence for more than 20 years

Encroachments onto Adjoining Public Property:

- Never

Encroachments onto Easements:

- Permanent structures less than 1-foot
- No need to raise chain link fence encroachment onto easement

Violation of Building Line

- The encroachment is less than twenty percent of the required setback; and
- The encroachment has been in existence for at least five years.

Encroachment onto Insured Land:

- Never

Encroachments – Loan Policy

Encroachments onto Adjoining Property:

- Almost always

Encroachments onto Adjoining Public Property:

- Contact Underwriting

Encroachments onto Easements:

- Almost always

Violation of Building Line

- Almost always

Encroachment onto Insured Land:

- If encroachment is 5-feet or less
- If not, contact underwriting

Claims Case Studies

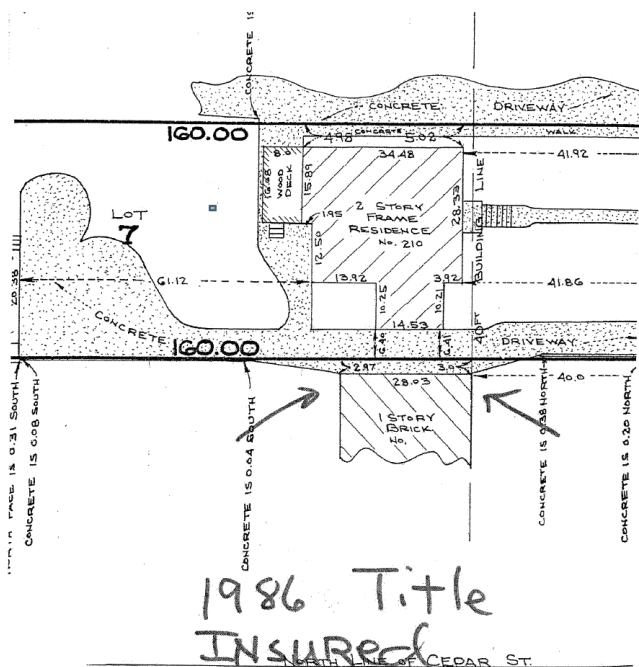
Encroachments

Raising and Endorsing Special Exceptions Case Study #1

Brief Overview: Advocus closed transactions for two adjoining properties. Property A closed in 1986. Property B closed in 2014. There was a driveway located primarily on Property A encroached onto Property B by three feet. Property A raised a Special Exception for the encroachment but was endorsed over by an Encroachment Note Endorsement. No Special Exception raised for Property B.

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Raising and Endorsing Special Exceptions Case Study #1

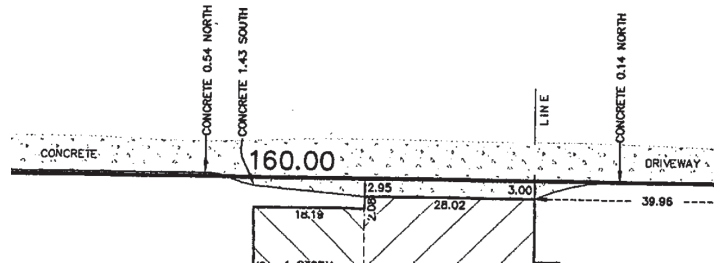
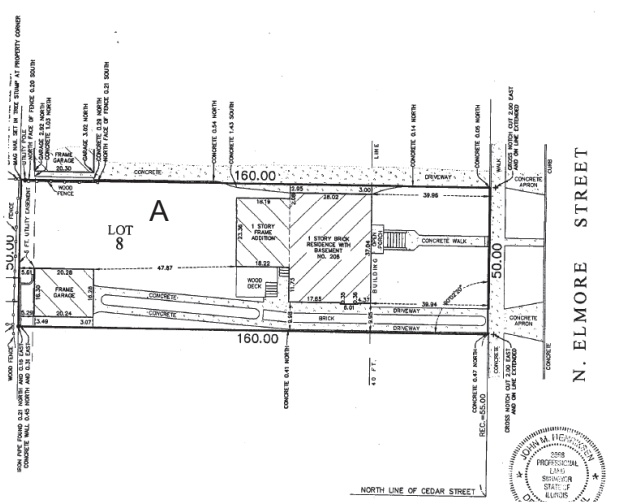


Exception:

5. A survey discloses the concrete driveway located upon insured premises over the South lot line by 0.08' to 3.0'.

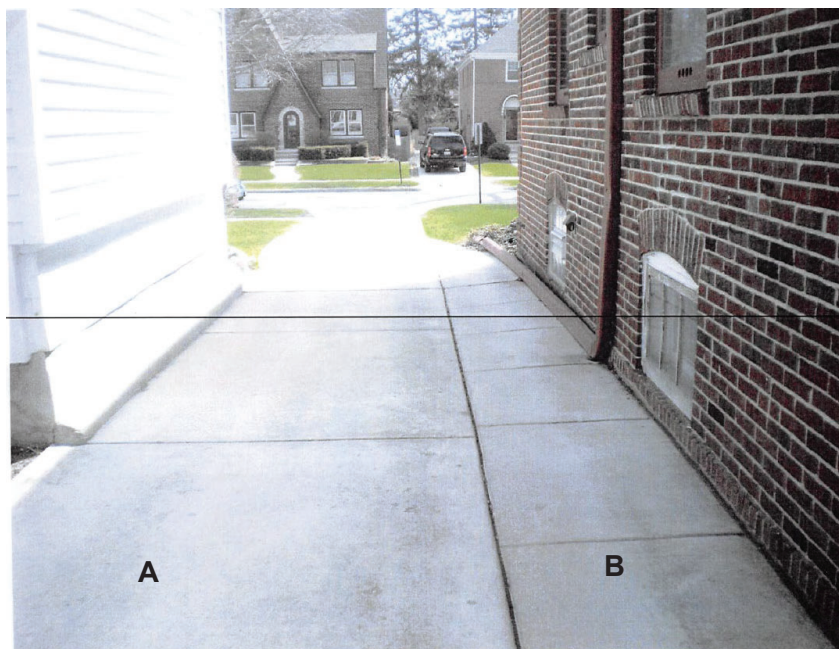
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Raising and Endorsing Special Exceptions Case Study #1



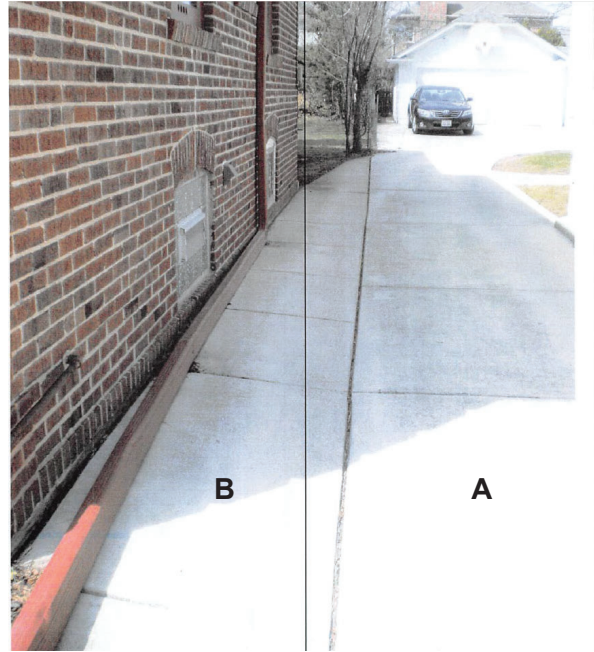
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Raising and Endorsing Special Exceptions Case Study #1



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Raising and Endorsing Special Exceptions Case Study #1



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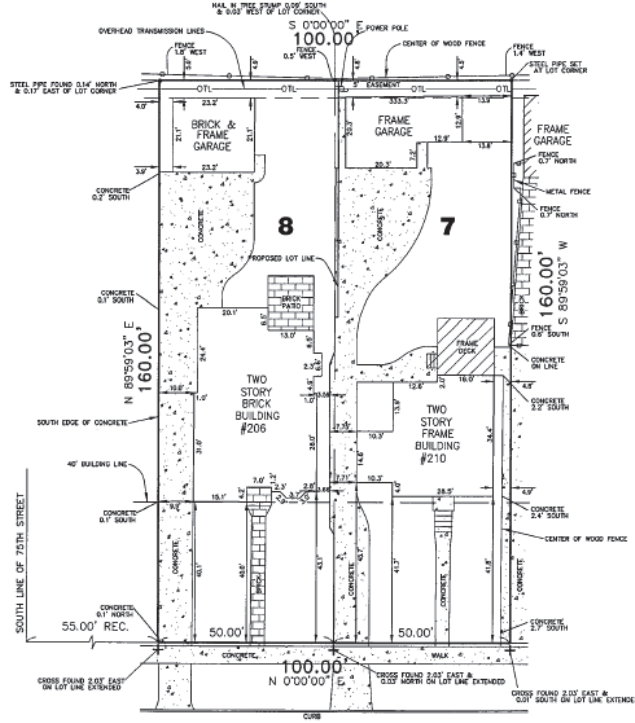
Raising and Endorsing Special Exceptions Case Study #1

- Property B bought the property with the intention to tear down the house and rebuild.
- The construction of the new house on Property B interfered with Property A's ingress/egress to the garage.
- Advocus admitted liability to both insured owners and retained attorneys for each insured owner.
- The parties agreed to realign the lot lines by agreement between the owner of Property A and Property B.
- The City required a resubdivision plat with variance under the zoning ordinance.

Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

PLAT OF SURVEY

LOTS 7 AND 8 IN BLOCK 11 IN ARTHUR T. MONTOSH AND COMPANY'S HOME ADDITION TO PARK RIDGE BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

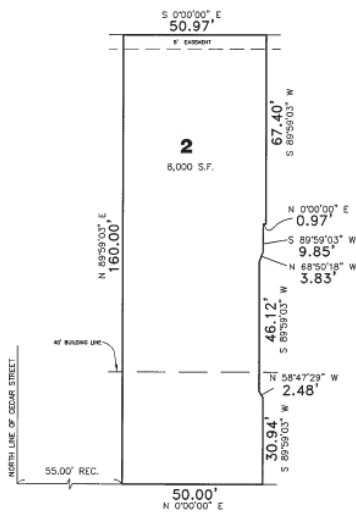


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Raising and Endorsing Special Exceptions Case Study #1

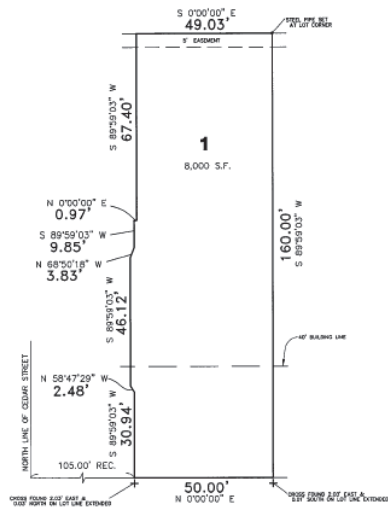
PLAT OF SURVEY

LOT 2 IN CLARK-WEHMAN'S RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PLAT OF SURVEY

LOT 1 IN CLARK-WEHMAN'S RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

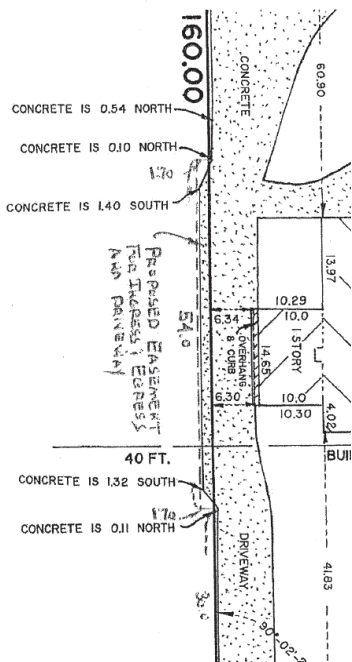


Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Raising and Endorsing Special Exceptions Case Study #1

- After the plat of subdivision was created and sent to the City for approval, the City found that 3-4 more variances were required to support the subdivision and notice needed to be given on the 4 corners of the properties to the neighbors.
- Variances needed to be approved by full City Council.

Raising and Endorsing Special Exceptions Case Study #1



- Parties entered into an easement agreement for the encroachment.
- Advocus paid \$5,000 to insured owners for Property B for the loss of their land.

Raising and Endorsing Special Exceptions Case Study #1

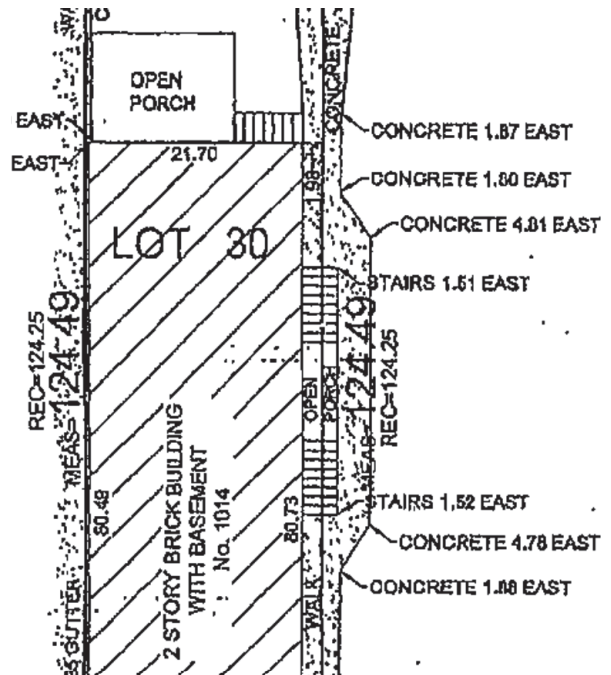
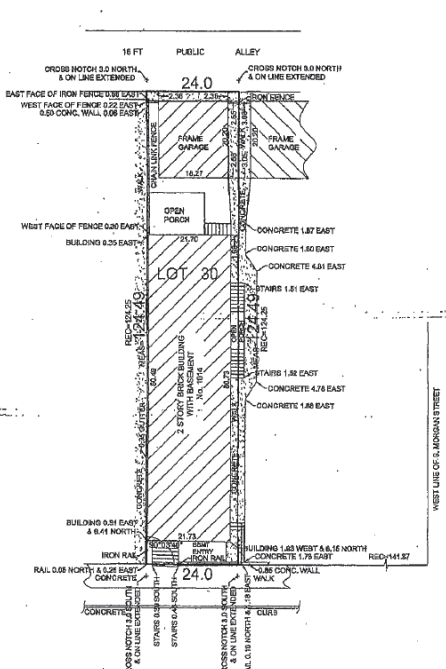
What can we learn from this claim?

- Never endorse over an adverse encroachment on an owner policy and rarely on a loan policy
- Easement Agreement will usually be quicker and less expensive than a subdivision/variance process with a municipality
- Be very careful with narrow lots, especially if the houses are close together.

Raising and Endorsing Special Exceptions Case Study #2

Brief Overview: A concrete walkway, wooden stairs and porch located mainly on the insured land, encroaches onto vacant adjoining lot. The owner of the vacant, adjoining lot filed a Complaint for Declaratory Judgment and Other Review against the insured owner. The commitment and policies contained an exception for the encroachments and the stairs and porch encroachments were endorsed over with an Encroachment Note Endorsement.

Raising and Endorsing Special Exceptions Case Study #2



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Raising and Endorsing Special Exceptions Case Study #2

- Under the Encroachment Note Endorsement, Advocus insures
 - “against actual loss or damage sustained by the Insured by reason of any final judgment or decree by a court of competent jurisdiction denying the right to maintain improvements as now located on the land covered by this policy, beyond the boundaries of the property described in Schedule A hereof, or in violation of any building set-back line or easement mentioned in Schedule B hereof because of the encroachment noted in Schedule B as Exception No....”

Raising and Endorsing Special Exceptions Case Study #2

Five Years Later...

- The trial court had entered summary judgment in favor of the insured owners finding the insured owners had shown adverse possession of the disputed property.
- The adjoining property owner appealed the decision.
- The Appellate Court remanded the case determining there was a genuine issue of material fact as to the insured owners’ affirmative defense of adverse possession.
- The trial court ultimately decided that there was no adverse possession, relying on an Appellate Court of Illinois Fourth District decision about vacant and unenclosed land is presumed permissive and not adverse.

Raising and Endorsing Special Exceptions Case Study #2

Options for Resolution:

- Pay for the Diminution of Value for the encroachments
- Buy the vacant lot from the adjoining property owner
- Remove the encroachments

Raising and Endorsing Special Exceptions Case Study #2

What can we learn from this claim?

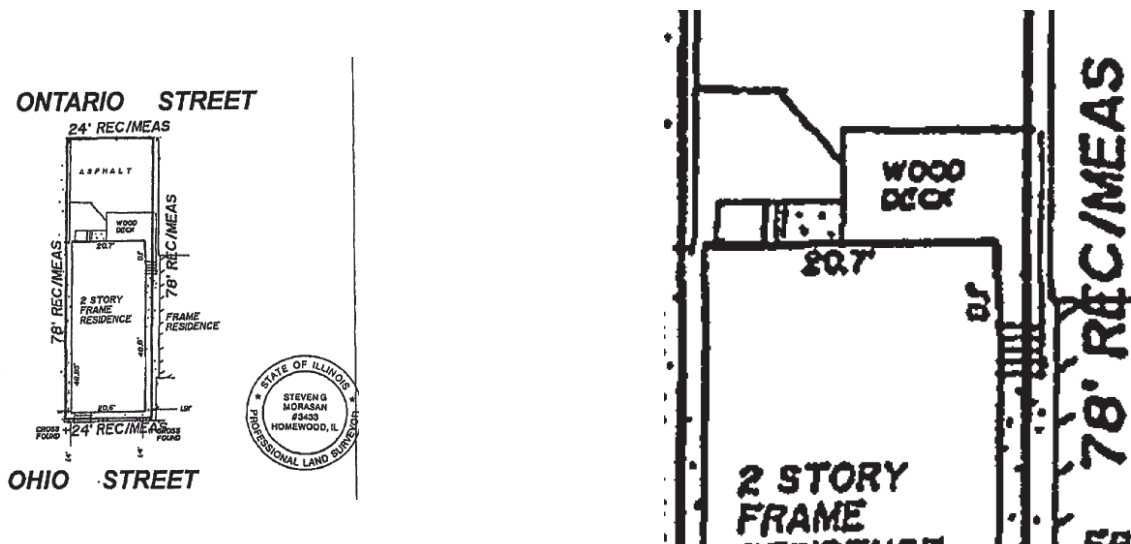
- Even a small encroachment can be big for a small lot
- Be considerate of the impact of the loss of the encroaching structure
- Moving an encroachment may not be simple
- People are unpredictable

Raising and Endorsing Special Exceptions Case Study #3

Brief Overview: A wood deck and stairs located mainly on the insured land, encroaches onto a neighboring adjoining property by 1.5 feet. The commitment and policy does not contain a special exception for the encroachment. The standard exception for encroachments is waived on the policy.

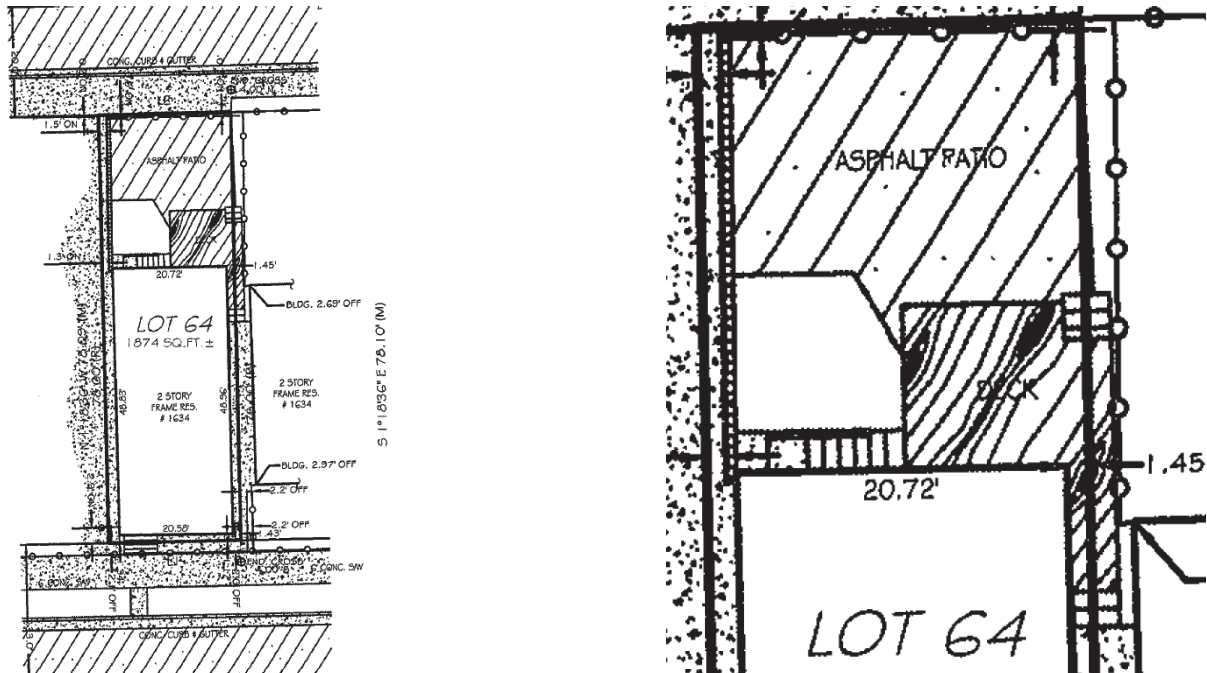
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Raising and Endorsing Special Exceptions Case Study #3



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Raising and Endorsing Special Exceptions Case Study #3



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Raising and Endorsing Special Exceptions Case Study #3

- The adjoining property owner contacted the insured owners, demanding the encroaching stairs and porch be removed.
- Advocus admitted liability to the insured owners and retained counsel to resolve the matter.
- At one point, a neighbor attempted to cut the porch down with a chainsaw.

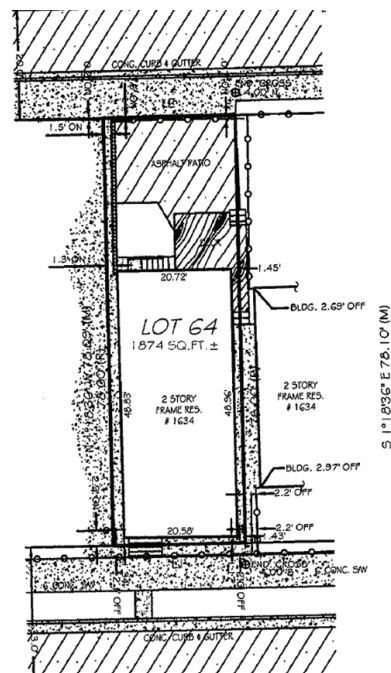
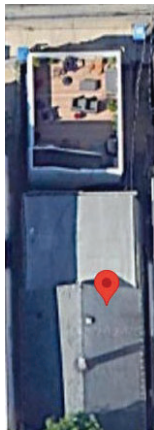
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Raising and Endorsing Special Exceptions Case Study #3

- Scope of work to have the encroachment removed:
 - Build a new 1-story open frame deck to replace existing.
 - Relocate existing stair enclosure entry (1st floor) to rear wall.
 - Rebuilt existing rear stair enclosure structure as required to accommodate entry door relocation – create landing and add exterior stairs section.
 - Rebuild existing rear stair enclosure structure – walls and exposed structural members as required to accommodate entry door and stairwell layout reconfiguration.
 - Adapt existing electrical in rear stair enclosure as required to accommodate entry door and stairwell layout reconfiguration – complete code compliance not accounted for.
 - Framing and construction lumber to be conventional pressure-treated type as specified by municipal building code.
 - Existing adjacent enclosed living spaces and entire existing roof structure to remain.

Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Raising and Endorsing Special Exceptions Case Study #3



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Raising and Endorsing Special Exceptions Case Study #3

What can we learn from this claim?

- Minor Encroachments can still be costly
- Be especially mindful of encroachments when dealing with narrow lots
- Make sure a survey shows the dimensions of an encroachment

Easements

Easements

- Easement Appurtenant
 - Dominant estate
 - Servient estate
- Easement in Gross

Easements

- Creation
 - Express
 - Prescription
 - Necessity

Easements

- **Creation:**
- **Expressly:**
 - by a specific grant, reservation in a deed, contract or agreement, lease or plat of subdivision;
 - must be in writing;
 - should contain a description of the easement, its purpose, any conditions or restrictions to its use, the party responsible for maintenance, and duration, if any;
 - the terms must be definite and unequivocal.

Easements

Creation:

- **By Prescription**
 - Claiming rights to the easement through adverse possession.
 - Adverse, exclusive, continuous and uninterrupted use, under claim of right and with full knowledge of the owner of the Land and without consent, for 20 years.
- **By Necessity**
 - Usually in the form of an access road to prevent property from being landlocked.

Easements

Termination:

- **By Agreement**
 - All holders of any interest in both the dominant and servient estates must execute the termination agreement.
 - However, any attempt to terminate, even if invalid, will render the easement uninsurable.
- **By Merger**
 - If the same person takes title to both the parcels benefited and burdened by the easement, then the easement will merge into the fee simple title and be destroyed.
 - Note on Schedule B that any access easement so destroyed by merger should be re-created if title to the parcels is split in the future.

Easements

Termination:

- **By Foreclosure**
 - If the burdened parcel has a lien prior to the creation of the easement, then foreclosure of the lien will terminate the easement, unless the lien creditor assented to the easement.
 - However, tax deeds, by statute, will not extinguish or affect easements and covenants running with the Land.

Easements

Search Requirements:

- Search the chain of title for the insured parcel and also the parcel burdened by the easement.

Easements

Search Requirements:

- ATG is willing to insure an easement if it was validly created and not terminated, destroyed, limited, or otherwise impaired.

Easements

Search Requirements:

- Review the instrument creating the easement for necessary elements:
 - Grantor
 - Grantee
 - Description of the Property
 - Consideration
 - Signature of Grantor
- If the instrument creating the easement has not been recorded, make sure it will be.

Easements

Search Requirements:

- Identify the dominant and servient estates.
- Make sure different individuals owned the dominant and servient estates at the time the easement was created.
- Make sure that the grantor of the easement was the owner of the servient estate at the time the easement was created.
- Find out if the easement is exclusive to the dominant estate or if other property owners use it as well.

Easements

Search Requirements:

- Find out if any encumbrances existed on title to the servient estate at the time the easement was created.
 - Mortgages, liens or other interest
- Any encumbrances still open will be Schedule B exceptions for the easement parcel, unless:
 - the creditor joined in the conveyance; or
 - released

Easements

Search Requirements:

- Make sure that the grant of easement is clearly an easement, running with title to the Land, and not a license agreement, which is revocable by the grantor at any time.
- Determine if anything has occurred to terminate the easement.

Easements

Schedule A:

- Show the legal description as follows:
 - Parcel 1: [dominant estate legal description]
 - Parcel 2: Easement for the benefit of Parcel 1 as created by deed from * to *, dated *, and recorded *, as Document No. *, for the purpose of * over the following described Land: [legal description of easement].

Easements

Schedule B:

- Raise an exception for the terms, provisions, and conditions contained in the easement document.
- If the easement is not exclusive to the owner of the dominant estate, also raise:
 - Rights of the adjoining owner or owners to the concurrent use of the easement described as Parcel No. 2.

Easements

Schedule B:

- If you discover that a senior lienholder on the servient estate has not joined in the easement or consented to it, raise:
 - The easement created by instrument dated *, and recorded *, as Document No. *, was not executed by *, a senior lienholder on the servient estate. In the absence of such execution or other consent to the creation of the easement, this commitment and all policies issued pursuant hereto shall be subject to the consequences of such absence of lienholder execution or consent.

Easements

Schedule B:

- On the final policy, the exception would read:
 - This policy is subject to the consequences of such absence of lienholder execution or consent to the easement insured as Parcel 2 on Schedule A.
- If the senior lien has been released or discharged other than by foreclosure, the exception need not be raised.

Easements

- Exceptions for Easements Burdening the Insured Property Public Utilities and/or Drainage Easements on Plat of Subdivision:
- Review all plats.
 - If a plat is not vacated, then its terms and conditions are still enforceable limitations.
- Review all declarations and the first deed for the lot after the plat for easements not mentioned on the plat(s).
- Never raise an exception for “Easements shown on the plat, if any” because it is an unenforceable exception.

Easements

Exceptions for Easements Burdening the Insured Property
Public Utilities and/or Drainage Easements on Plat of Subdivision:

- If a plat of subdivision designates certain areas as “utility easement” or “drainage easement” or some other similar designation, raise:
 - Easement over and upon [location and width, i.e., “the west ten feet”] of the Land for public utilities and/or drainage as shown on the plat of *, recorded *, as Document No. *.

Easements

Public Utilities by Grant:

- If an instrument other than a plat of subdivision creates an easement for public utilities, raise:
 - Easement in, upon, over, and along the following described part of the Land: * [location and width, i.e., “the west ten feet”] for the purpose of constructing, operating, and maintaining * [describe the utility service to be supplied, i.e., “a gas main”] and appurtenant facilities to serve the Land and other property as created by a grant to *, its successors and assigns, dated *, and recorded *, as Document No. *.

Easements

Exceptions for easements Burdening the Insured Property General Easements:

- If an instrument creates an easement for a purpose other than public utilities, raise:
 - Easement in, upon, over, and along the following described part of the Land: * [description of part of property burdened by easement] in favor of a dominant estate described as follows: * [description of property benefited by easement] for the purposes of * and incidental purposes as created/reserved/disclosed by * [type of instrument giving rise to the easement] made by (and between) * [name of owner of servient estate] and * [name of owner of dominant estate], recorded *, as Document No. *, and subject to the covenants, conditions, and agreements therein contained.

Easements

Exceptions for Easements Burdening the Insured Property Party Driveways:

- If no party driveway agreement appears of record, but a survey, inspection, or other evidence discloses that a party driveway serves the insured premises and adjoining land, raise:
 - A [amount] foot driveway located on the property described in Schedule A hereof and the Land [direction] and adjoining and all rights ensuring thereunder in favor of said adjoining land.

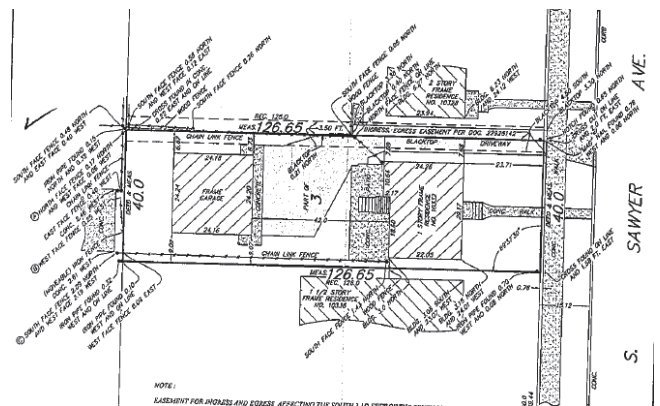
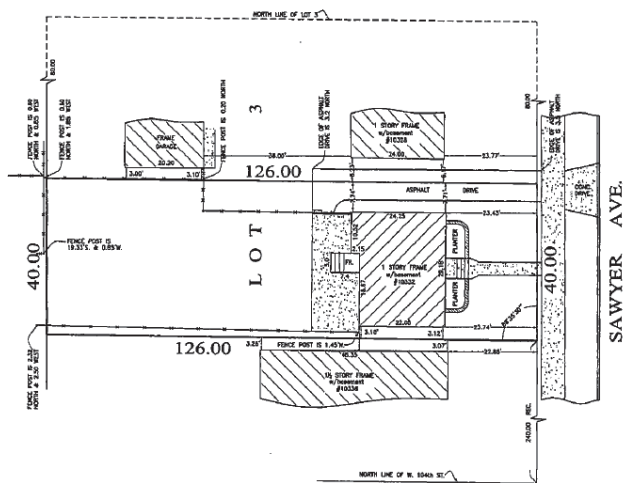
Claims Case Studies

Easements

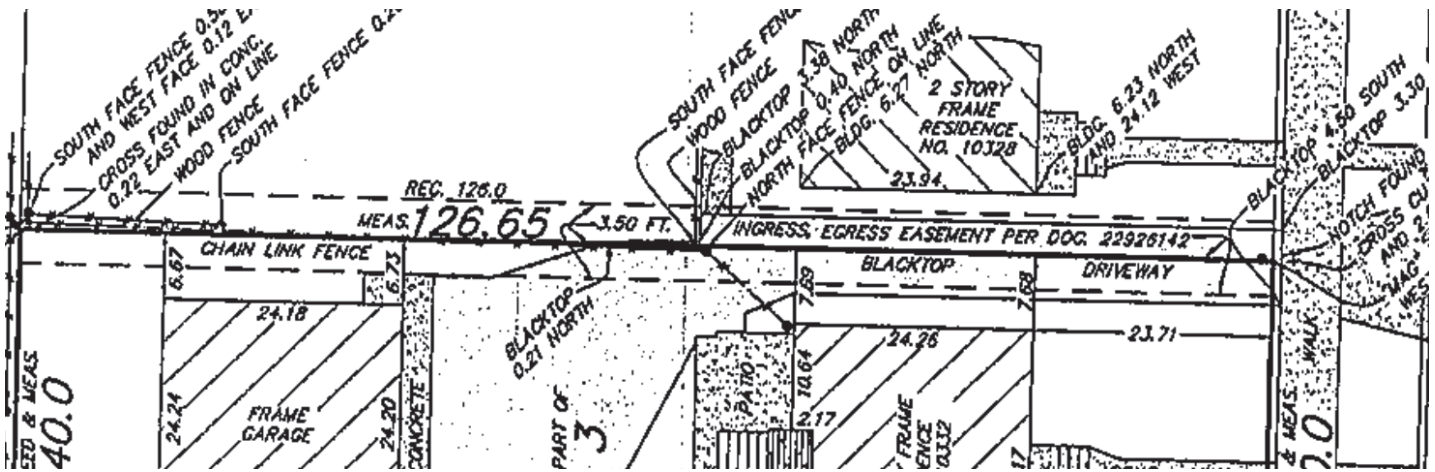
Easement Case Study #1

Brief Overview: An adjoining property owner threatened to enforce a recorded driveway easement that affects a portion of the insured land. An exception for the easement was not raised on the commitment or policy because the easement agreement was recorded prior to the 20-year search period.

Easement Case Study #1



Easement Case Study #1



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Easement Case Study #1

- Adjoining property owner had adjoining property surveyed to have a new garage constructed.
- Interactions between the insured owner and adjoining property owner became physical and hostile
- Adjoining property owner filed a Complaint against the insured owner, seeking:
 - An injunction preventing the insured owner from impeding access to the neighbor's driveway for any period of time in excess of ten minutes.
 - Compensatory damages for loss of full use and access to the neighbor's property.
 - Attorney's fees.
 - A Court order that if the insured owner, or anyone at her direction, intentionally block access to the adjoining neighbor's home for greater than ten minutes will subject the insured owners to a fine of \$250 per occurrence.

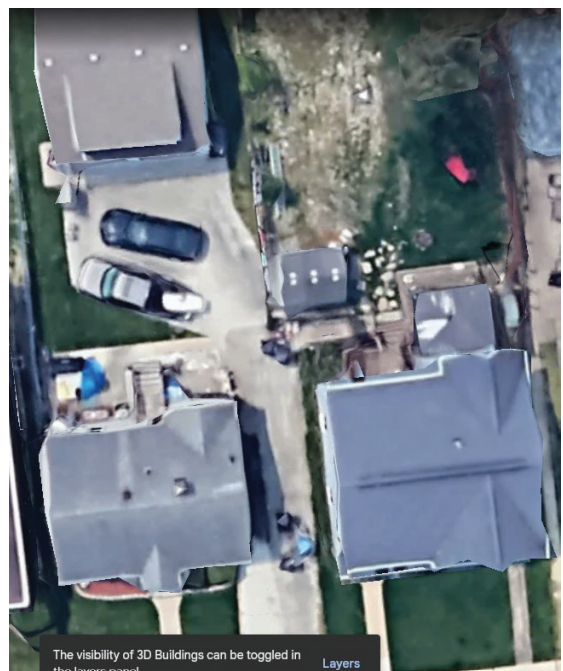
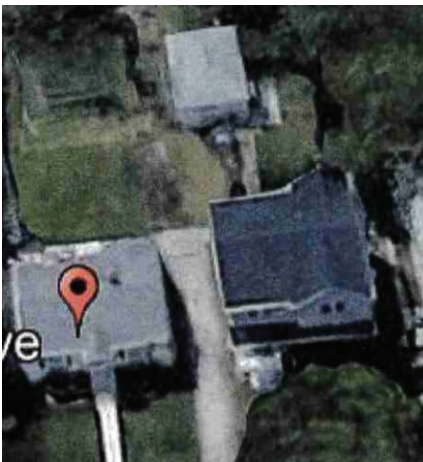
Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Easement Case Study #1

- Settlement of Claim

- Easement would be terminated.
- Adjoining property owner would be allowed access to construct the new garage.
- If the insured owner hindered the construction, she would bear the costs caused by her actions.

Easement Case Study #1



Easement Case Study #1

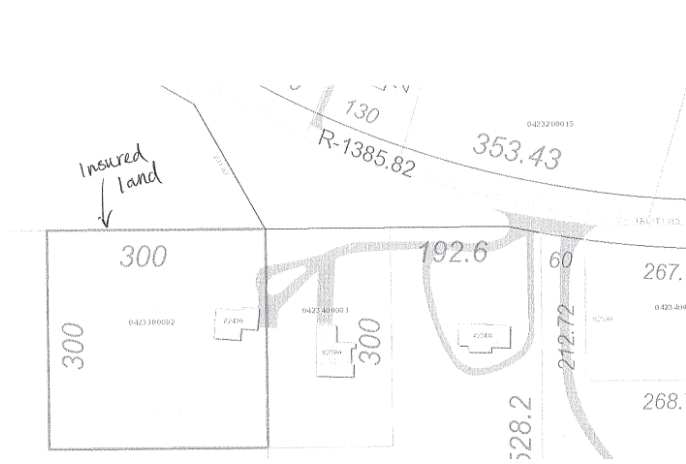
What can we learn from this claim?

- If you see a driveway encroachment onto adjoining property, ask you clients about the nature of the driveway.
 - Here, the fact the adjoining property had a garage and there is no alley, should have triggered questions about who uses the driveway
 - Also, the insured not having a garage, should have triggered questions about what the seller uses the driveway for.
- The resolution is timely, even when not much changes
- Individuals can make the issue more contentious

Easement Case Study #2

Brief Overview: The policy insures the right to use a 60-foot easement for ingress and egress. The seller for the insured transaction was party to a Driveway Sharing Agreement. The Driveway Sharing Agreement is between three properties. An adjoining property owner was attempting to impede and limit the insured owner's use of a driveway.

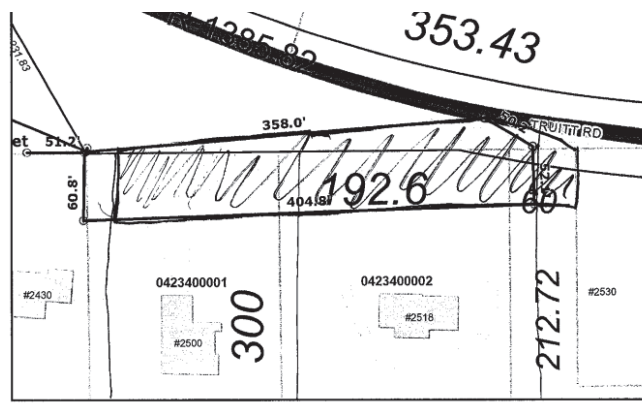
Easement Case Study #2



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

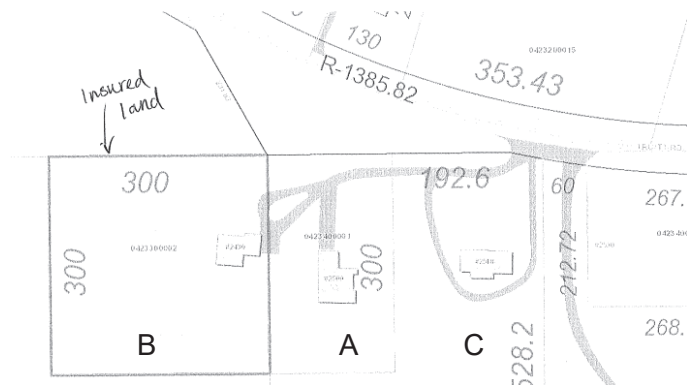
Easement Case Study #2

1977 Easement Agreement



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Easement Case Study #2

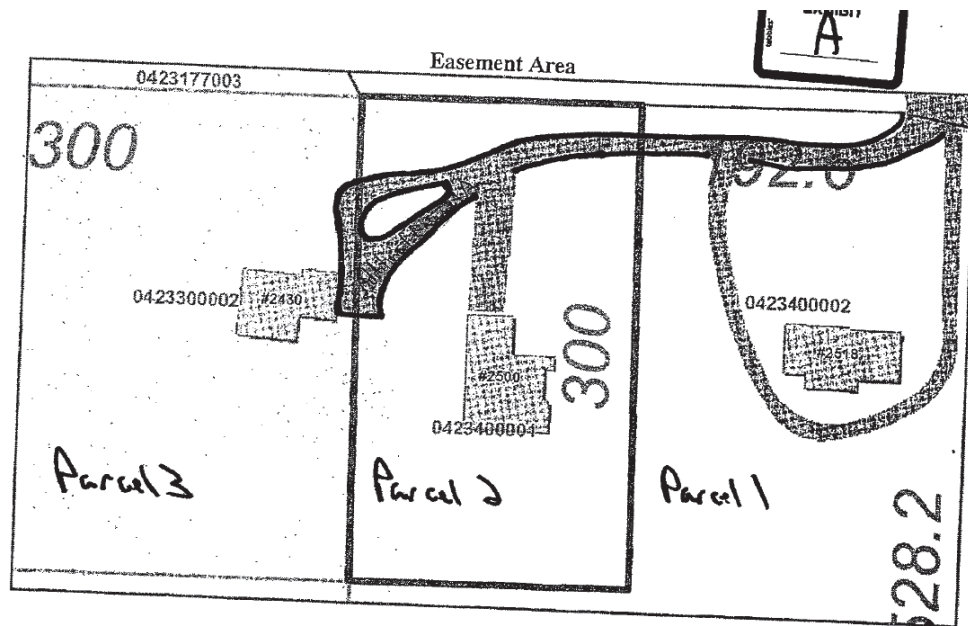


- Agreement meant to create a perpetual easement for present and future owners of B and C to pass over the land of Parcel A for ingress and egress to and from Truitt Road.

Easement Case Study #2

- Advocus retained an attorney to prepare a Driveway Easement.
- One of the adjoining neighbors refused to sign the Easement Agreement.
- Advocus' attorney had to initiate litigation to have the updated Easement Agreement signed.
- 4 ½ years, the Easement Agreement was signed by all parties.

Easement Case Study #2



Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Easement Case Study #2

What can we learn from this claim?

- Check legal descriptions for easement agreements
 - Make sure that the dominant and servient estates make sense
 - Make sure the boundary lines encompass where the parties are using the easement
- Property owners can change and with that, having an easement agreement changed can be a long, contentious, costly endeavor

Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

Questions and Answer Session

Love Thy Neighbor: Boundary Line Disputes and Tips for Resolution

**Thank you
for attending!**



Advocus
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