

CHAPTER 3 GUIDELINES

Introduction

Professional Surveyor-Client Relationships

Highway Rights of Way in Alaska 2013 – John F. Bennett, PLS, SR/WA

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The Judicial Function of Surveyors - Justice Thomas M. Cooley

Madson's Compilation of Rules for Land Surveyors – Carlisle Madson, Wisconsin, 1974

Alaska Native Claims Settlement Act – Karen F. Tilton, PLS, SR/WA

INTRODUCTION

The "Guidelines" chapter provides general professional and legal information and procedures that have been found useful to land surveyors practicing in Alaska. As this edition is currently an on-line presentation in sections, page numbering is limited to the individual document.

Essays on subdivision planning and lot layout have been removed in favor of more specific municipal requirements and more detailed treatises on the subject that can be found elsewhere.

The section on Professional Surveyor-Client Relationships has been retained in recognition of the continuing value of this important aspect of a surveyor's role.

The current edition removes the potentially outdated hard copy of Calibration Base Line data in favor of a more current link to the NGS Calibration website. Please refer to the NGS EDM Calibration Base Line website at <http://www.ngs.noaa.gov/CBLINES/calibration.html> - and select Alaska.

In this latest edition, the previous papers by Bennett & Beardsley regarding Access Law and Issues Affecting Public and Private Lands in Alaska have been replaced by updated information most recently presented on February 22, 2013 in Anchorage by Chapter 49 of the International Right of Way Association.

The Judicial Functions of Surveyors by Cooley and Madson's Compilation of Rules for Surveyors have been retained as advice and guides of continuing interest that seem to have withstood the test of time.

Karen Tilton's paper on the Alaska Native Claims Settlement Act was retained as it provides continuing and valuable background on a class of lands that makes up a large part of Alaska.

With the help of our members, this chapter could be greatly expanded. Any suggestions should be forwarded to the Standards of Practice Committee.

PROFESSIONAL SURVEYOR-CLIENT RELATIONSHIPS

Surveyor-client relationships must be based on a habitual exercise of care.

Before entering the project contract, the surveyor must be prepared to explain the limits as well as the capabilities of his proposed performance. A written statement of project activities should be offered the client, and before offering a price, the surveyor must be well-informed of his

prospective costs and the project demands. If the contract cannot be performed at the price offered in a professional manner, the surveyor will still be liable for the client's damages or the cost of completion by another.

In Alaska, a surveyor is protected from the unscrupulous client not only by the contract, which may be sued on to recover payment, but by the Mechanic's Lien Law if the survey is for the improvement of real property. However, the effective protection of the surveyor's (and his employees) financial interest demands strict compliance with the notice and filing requirements of the law, regardless of the seeming improbability of filing a lien. Therefore, at the time a contract is agreed to, the surveyor should have the property owner sign an "Acknowledgement of Right to Lien." This acknowledgement contains much the same information as a Notice of Right to Lien, i.e., a legal description of the property, the owner's name, the names and addresses of the surveyor and the person with whom he contracted, a general description of the services provided, a statement that the surveyor may be entitled to record a Claim of Lien, and a statement that unless provisions have been made for payment of the claim, the owner may be liable for payment, even if the owner has paid the prime contractor or another party.

The Acknowledgement and Notice of Right to Lien should be filed and recorded any time after performance has begun, but no later than ten days after the contract is complete. A notice must be sent to the construction lender, if any, as well as to the property owner.

On completion of the contract, the surveyor should formally notify his client, and prepare an itemized billing (if that was required by the contract) or other detailed statement of performance. This statement should not be mere puffery, but it can be helpful in forestalling client objections to the project's costs.

If the client has not made payment within 90 days of cessation of work on the project or contract completion, the surveyor must file and record a Claim of Lien. It is essential a Claim of Lien be recorded within 90 days of cessation of work or contract completion or the surveyor will be unable to avail himself of this relatively quick and efficient means of recovering overdue payment.

In all client dealings, it is important to maintain a professional stance, all telephone conversations should be confirmed by memo or letter. Demand for payment should be by letter, never by personal confrontation. The surveyor should never promise or threaten more than he can perform. Adherence to these general principles will result in a clearer understanding of the surveyor's activities, prompt payment, and a more rapid settlement of claims.

Editor's Note

The preceding essay on surveyor-client relationships provides suggestions which the surveyor may or may not wish to follow in conducting the business aspect of his profession. It should not be construed as ASPLS policy.