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Finding the Bottom While Exploring NC's Public Trust Doctrine

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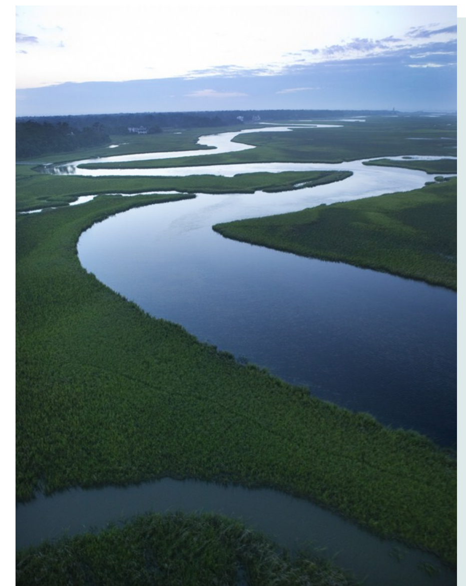
North Carolina's public trust doctrine has its beginnings in English common law which held that the Crown owned the sea and the lands over which the tide ebbed and flowed, subject to the rights of the people to use.[i] The thirteen states preempted the English Crown after our War of Independence and became owners of the same, subject to the liberties granted to the public. These liberties form the basis of the public trust doctrine, are held in trust by the States for the public, and are jealously guarded. The United States Supreme Court later confirmed and expanded the public trust doctrine to include not only waters subject to the ebb and flow of the tides, but also those that were navigable in fact.[ii] From these beginnings, not unlike the spirit of the village commons or green that have, unfortunately, almost disappeared, the public trust doctrine has continued to preserve our waterways, unspoiled beaches, and sounds for the use of the public.

The public trust doctrine, in effect, provides that title to the lands under navigable water are held in trust by the State for the benefit of the public. The NC Supreme Court has held that a fee grant of such lands is void.[iii]



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[i] State of NC v. Credle, 322 N.C. 522, 525, 369 S.E.2d 825, 827(1988).
[ii] Illinois Cent. R.R. v. Illinois, 146 U.S. 387, 435, 13 S.Ct. 110, 111, 36 L.Ed. 1018, 1036 (1892)
[iii] Land Co. v. Hotel, 132 N.C. 517, 44 S.E. 39 (1903),Wilson v. Forbes, 13 N.C. (2 Dev.) 30, 31 (1828)

Finding the Bottom While Exploring... cont. from page 1

The US Supreme Court has held that:

> [Title to soil under navigable waters] is a title different in character from that which the State holds in lands intended for sale. It is different from the title which the United States hold in the public lands which are open to preemption and sale. It is a title held in trust for the people of the State that they may enjoy the navigation of the waters, carry on commerce over them, and have liberty of fishing therein freed from the obstruction or interference of private parties.[iv]

Navigable Waters

Title to the sounds and seabed are clearly historical public trust waters, but what about newly made public trust waters? What if one builds a canal or a marina on what was once dry land? Does that canal or marina become navigable and thus subject to the public trust doctrine, does it remain private property, or could it be both? The starting point in this analysis is whether the waterway has become navigable.

The question as to what is navigable water has been evolving for years. The NC Supreme Court has clarified the law on navigability in the context of the public trust doctrine: "'[A]ll watercourses are regarded as navigable in law that are navigable in fact.' "[I]f a stream is 'navigable *in fact* ... it is navigable in *law*.' ".[v] The Court further explained that . . ."if a body of water in its natural condition can be navigated by watercraft, it is navigable in fact and, therefore, navigable in law, even if it has not been used for such purpose."[vi] The lands submerged under such waters that are navigable in law are the subject of the North Carolina public trust doctrine.[vii]

This definition of navigable waters is very broad, but it needed to be in light of how important navigable waters were to our developing country, which did not have a modern interstate system or even rudimentary railroads at its inception. Navigable waters were necessary for commerce and certainly can be compared to a modern highway system. Comparisons, however, can be tricky, even when the underlying needs are similar.

Fish House Case

In a modern setting, if one were to build a road or driveway on his or her privately owned property, to access a public road, it would remain a private drive. The answer is different if one builds a canal on his own property and connects it to navigable waters. The recent Fish House, Inc. v. Clark[viii] case explores a new twist in the definition of navigable waters.

In the Fish House case, a landowner who operated a commercial fishing business dug a canal on his own property for his commercial enterprise. The canal bordered a neighboring competing business and connected to navigable waters. The neighboring business owner also used the canal, which later caused the landowner who constructed the canal to sue him for trespass.[ix]

The plaintiff theorized that as he had built the canal on his own property it remained his property

(Continued on page 3)

[iv]Illinois Cent. R.R. v. Illinois, 146 U.S. 387, 435, 13 S.Ct. 110, 111, 36 L.Ed. 1018, 1036 (1892).
[v]Gwathmey v. State of North Carolina, 342 N.C. 287, 300, 464 S.E.2d 674, 682 (1995) (quoting State v. Baum, 128 N.C. 600, 604, 38 S.E. 900, 901 (1901))
[vi]Gwathmey, 342 N.C. at 301, 464 S.E.2d at 682.
[vi]See id.
[viii]Fish House, Inc. v. Clarke, 204 N.C.App. 130, 693 S.E.2d 208, disc. review denied, 364 N.C. 324, 700 S.E.2d 750 (2010)
[ix]Id.

Finding the Bottom While Exploring... cont. from page 2

and as such he could prohibit individuals and the public from using it. The defendant argued that the private canal was navigable, and as such, public trust waters. The court stated:

> [W]e hold that the controlling law of navigability concerning the body of water "in its natural condition" reflects only upon the manner in which the water flows without diminution or obstruction. Therefore, any waterway, whether manmade or artificial, which is capable of navigation by watercraft constitutes "navigable water" under the public trust doctrine of this state.[x]

The Court of Appeals found persuasive a South Carolina case that held that "[t]he fact that a waterway is artificial, not natural, is not controlling. When a canal is constructed to connect with a navigable river, the canal may be regarded as a part of the river."[xi] The true test to be applied is whether a stream has the capacity for valuable floatage, irrespective of the fact of actual use or the extent of such use."[xii] South Carolina's public trust doctrine is very similar to North Carolina's, and the facts of this case were very close to the Fish House Case.

The Fish House case illustrates that the public can acquire rights to navigable water more easily than a governmental entity could condemn a property for public use as a city water supply. If one were to take property for public use, the governmental entity would have to provide notice to everyone with an interest, give them due process, and pay them just compensation. Conversely, it appears that public trust waters automatically become such once connected to navigable water and capable of floating a boat upon it. This result makes perfect sense when viewed in a historical context where navigable waters were the commercial highways essential to the growth of our developing nation.

Riparian Rights

Another historical right or use of a property that adjoins public trust waters is the right to place a dock on your property to use the public trust waters. "According to well-established North Carolina law, riparian owners have "a qualified property [right] in the water frontage belonging, by nature, to their land, the chief advantage growing out of the appurtenant estate in the submerged land being the right of access over an extension of their water fronts to navigable water, and the right to construct wharves, piers, or landings...."[xiii] What if the navigable water that your property adjoins was once dry land and owned by another person or entity as in the Fish House case? Does the public trust doctrine give an adjoining property owner the right to place a dock in navigable water when it was artificially created? The recent case of Newcomb v. County of Carteret[xiv] explores that question.

The Newcomb case involves a harbor dug out near the unincorporated town of Marshallberg by the Army Corps of Engineers in the late 1950s. The adjoining land owners conveyed a perpetual right and easement to the county of Carteret to construct a harbor and to deposit dredged material;

(Continued on page 5)

[x] Id. at 135, 212.
[xi] Id. , citing, Hughes v. Nelson, 303 S.C. 102, 105, 399 S.E.2d 24, 25 (1990)
[xii] Id.
[xiii] Newcomb v. County of Carteret, 207 N.C.App. 527, 541, 701 S.E.2d 325, 336 (2010), citing, Bond v. Wool, 107 N.C. 126, 129, 12 S.E. 281, 284 (1890).
[xiv] Newcomb v. County of Carteret, 207 N.C.App. 527, 701 S.E.2d 325 (2010)

NC FUN FACTS

The "Other" Lighthouse

Mattamuskette is often referred to as the "other" lighthouse because it is not truly a lighthouse. Mattamuskeet was originally a pumphouse, created with the goal to empty Lake Mattamuskeet. The lake covered over 50,000 acres and had an average depth of two feet. There was no natural drainage, and the lake bed was coveted as rich farm land. The world's largest pumping project began in 1916, and canals were built to direct water on a seven-mile route to nearby Pamlico Sound.

Background: http://nc-culture.com/mattamuskeet-the-other-lighthouse/

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Charlotte, NC 28208

Questions?

Contact Johanne Hindman –
800.326.4842
jhindman@invtitle.com

The CFPB's Integrated Disclosure Rules & the Loan Estimate

Presenter: Jonathan W. Biggs

Don't miss this in-depth review of the CFPB's new Integrated Disclosure Rules and the new Loan Estimate. Effective August 1, 2015, the Loan Estimate will replace the initial Truth in Lending (TIL) and the Good Faith Estimate (GFE). This first session will cover the rules associated with the new disclosures and all of the relevant rules associated with the new Loan Estimate form. Real estate professionals will need to understand this new mortgage disclosure and how it relates directly to the new Closing Disclosure.

The CFPB's New Closing Disclosure

Presenter: Holly Szczypinski

Also Effective August 1, 2015, the new Closing Disclosure form will replace the HUD-1 settlement statement and final Truth in Lending forms. This session will provide an in-depth review of the Closing Disclosure and prepare real estate professionals for implementation.

Software and The New Closing Disclosure

Presenter: Gina Webster

The CFPB's new Closing Disclosure, effective August 1, 2015 has prompted significant software updates. In this hour, we will provide an overview of the key changes to SoftPro's escrow production system. Participants will learn how these changes generate the new Closing Disclosure.

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Finding the Bottom While Exploring... cont. from page 3

and the County conveyed to the Corps an easement to dig and to deposit dredged material. The effect was to leave the County easement rights to manage the harbor and settle disputes.[xv] The court in Newcomb stated that "[g]iven that the concept of "navigability" as used in the "public trust" and the riparian rights contexts is identical, . . ." that the adjoining landowners to the waters of the harbor " . . . have riparian rights in Marshallberg Harbor [which do] . . . not hinge upon whether the harbor was natural or manmade. In addition, given that Marshallberg Harbor is clearly "capable of navigation by watercraft," the owners of property bordering the harbor clearly have riparian rights in its waters."[xvi]

It would follow, using that logic, that the canal building landowner in the Fish House Case could have also inadvertently given his business competitor riparian rights to place a dock in what had once been private land. The basis of the public trust doctrine is that "the lands under navigable waters 'are held in trust by the State for the benefit of the public' and 'the benefit and enjoyment of North Carolina's submerged lands is available to all its citizens.' "[xvii] Even though the landowners conveyed easements to construct the harbor, once built, the adjoining landowners had riparian rights in the adjoining navigable water, and the county retained an easement in the public trust waters to manage the harbor and settle disputes. Though the adjoining landowners had conveyed an easement to the County, they would have retained a fee ownership of the land subject to that easement.[xviii] In the Fish House, case the land owner's canal was subject to the public trust doctrine, when he connected to navigable water, but it should also follow that he retained some rights in the harbor floor. The Newcomb Case illustrates that it is possible for the county of Carteret to retain certain rights in the manmade harbor, based on the grant of easements from the adjoining landowners. Can the rights of the adjoining neighbors in Newcomb be distinguished from the rights of the competing neighbor in Fish House? As such, could the landowner in the Fish House case prohibit someone from dredging his canal? How about stopping his neighbor from placing pilings into the canal bottom?

Ownership of the Bottom of the Marina

The ownership of the marina's bottom was at issue in the recent case of Carolina Marlin Club Marina Association, Inc. v. Preddy.[xix] A manmade marina was dug out of property adjoining the Newport River and subsequently subdivided into condominium units. The homeowners association and a few unit owners were arguing over who owned the bottom of the marina. The outcome of this argument would solve the first issue of whether or not the association could dredge the marina basin, which would solve the second issue of who was going to pay for the dredging. The unit owners argued that their condominium unit was three-dimensional, including the bottom, while the HOA believes that the unit was two-dimensional only and would not include the bottom; the bottom or basin being owned in common by the unit members.[xx]

The unit owners were supported in their view by the ". . . Director of the [N.C. Department of Environment and Natural Resources, Division of Coastal], revoking the CAMA permit to dredge the marina based on an opinion of the N.C. Attorney General's office that the submerged lands under the slips were owned by the slip owners."[xxi] This illustrates the importance of ownership of the basin and the rights associated with that ownership including the right to prevent dredging.

The court stated: "In the present case, it is clear that the marina is navigable; thus . . . the waters in the marina are public trust waters. Moreover, as the Association owns all lands bounded or traversed by the public trust waters, it has riparian rights in the waters." The court stated that ". . . the public trust doctrine has little significance in this case. The critical inquiry in this case is whether the entire marina basin, including the submerged land under defendants' privately owned slip, is common property subject to the control of the Association, or whether the submerged land under defendants' slip was transferred by declarant to defendants."

(Continued on page 6)

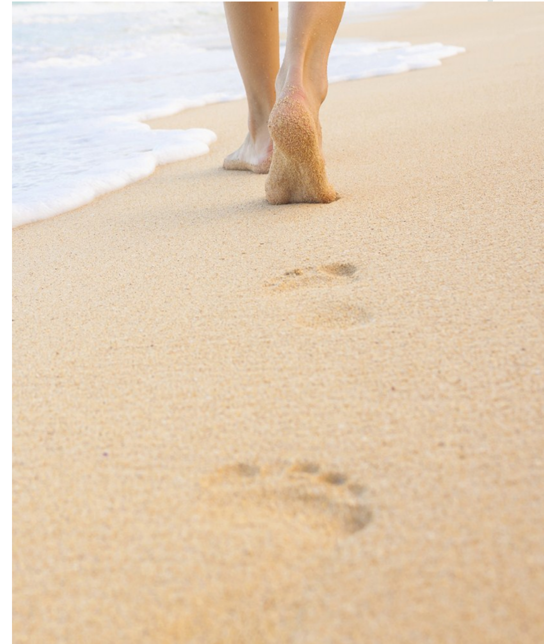
[xv] *Id.* at 551, 342.
[xvi] Id at 542, 337.
[xvii] *Parker v. New Hanover Cty.,* 173 N.C.App. 644, 653, 619 S.E.2d 868, 875 (2005) (quoting *State ex rel. Rohrer v. Credle,* 322 N.C. 522, 527, 369 S.E.2d 825, 828 (1988).
[xviii] *Newcomb,* at 542, 336.
[xix] *Carolina Marlin Club Marina Ass'n, Inc. v. Preddy,* 767 S.E.2d 604, N.C.App. (2014)
[xx] *Id.* at ____, 608.
[xxi] *Id.* at _____, 610.

Finding the Bottom While Exploring... cont. from page 5

The court upheld the trial court's finding that the condo units were two dimensional, and that the basin floor was owned in common with the other unit owners.[xxii] It is interesting that the court held that the marina's waters were subject to the public trust doctrine and that the basin floor was owned by unit owners in common, recognizing the fee owners' interest. This appears to be in contrast with the public trust doctrine which holds title to the bottom of the sound and ocean in trust for the public. In our fact scenarios, however, these are new or mad-made public trust waters and title has not been conveyed. The newly created navigable waters are subject to the public trust doctrine, but title, such that it is, remains in the owner of the fee, until it is conveyed or taken. The court in the Carolina Marlin Club seems to be saying that the public trust doctrine, in this instance, appears to operate like a liquid easement, subjecting private lands to the rights of the public to navigate, to use, and to enjoy, but, like an easement, the owner retains fee simple title.

The Carolina Marlin Club and Newcomb cases appear to stand for the proposition that land owners retain some rights to the property they voluntarily make public trust waters because they may have created a liquid easement. Perhaps the owner of the canal in the Fish House case could prevent his neighbor from dredging the canal or from putting in pilings; however, if the neighbor owns property adjacent to the canal, which is now navigable public trust waters, he could probably put in a floating dock and attach it to his land by virtue of his riparian rights, even if he has no rights in the bottom of the canal.

North Carolina's public trust doctrine will certainly evolve and perhaps answer some of these questions as they arise in our courts. The good news, however, is that, thanks to the public trust doctrine, we can speculate while enjoying a walk on the beach.



[xxii] *Id.*

EFLITE™ Updates

EFLITE™* has recently been updated to add new options and enhanced security features:

- **EZ Application Form:** A new EZ Application form has been added. This form is intended to allow users to provide preliminary information via a shortened alternative to the full Preliminary Opinion form. The EZ Application form contains fewer fields and is intended for use only when tacking to a prior policy. If the user imports their file from SoftPro, there are only five required fields left for them to populate before submitting, four of which are a radio buttons with selections. This form can be used either as a Preliminary Opinion for issuance of a Commitment with Final Opinion to be submitted separately or as a Final Title Opinion - No Commitment.

- **SoftPro Merge:** Repaired the merging of data from the SoftPro field "TAXDUE" (taxes now due/payable). Data entered into this field in SoftPro will now feed into EFLITE™ when utilizing the "Merge from SoftPro" function.

- **Security Enhancement:** Enhanced security features to ensure secure transmission of data in order to support protection of NPI (Non-Public Personal Information).

*EFLITE™ allows you to prepare and electronically submit title opinions, search forms, and other title related documents via the Internet from the convenience of your home, work, or on the road. For more information, click here.

When a Claim is Not a Claim

by Jason Portnoy, Esq., Senior Claims Counsel

In an episode of the TV show "The Simpsons," a question arises about what, exactly, is brunch. The reply is: "It's not quite breakfast, it's not quite lunch, but it comes with a slice of cantaloupe at the end." Brunch, as this quote reveals, is one of those things that is easier to define by what it is not rather than by what it is.

While we typically focus on what makes a claim (in the hopes that similar experiences can be avoided), it is also helpful to know what is *not* a claim. The intent is not to dissuade the submission of claims. Our hope, instead, is to assist attorneys on how they advise their clients and to develop appropriate expectations for matters that the title policy typically does not cover. While the following examples are not as amusing as a cartoon sitcom, they are derived from actual claims. (Policy references are from the 2006 ALTA Owner's Policy.)

<u>Scenario #1</u>

Homer bought 90 acres of agricultural land. Because the previous owner paid a reduced tax rate due to the property's agricultural use designation, Homer expected to be taxed at the same reduced rate. Homer did not know that, as a result of the property transfer, he must re-apply for the use designation to obtain the same reduced rate benefit; therefore, he did not re-apply.

About a year after Homer purchased the property, he received notification that, going forward, there would be no reduced tax rate. Accordingly, his tax bill is now twice as much as he expected. In addition, Homer is notified that thousands of dollars of rollback taxes are now due for the prior three years. Perplexed by this turn of events, Homer submits a title claim.

Unfortunately for Homer, his title policy does not afford him with coverage. The policy does not insure that taxes will continue to be assessed at the same preferential rate. In addition, the policy typically contains an Exception in Schedule B for current and subsequent year taxes not yet due and payable. Similarly, Exclusion 3(d) excludes matters created after the effective date of the policy. Rollback taxes – although they relate to prior years – are created once the property loses its preferential designation and are levied, by statute, as current year taxes; therefore, they fall within the cited Exception and Exclusion.

<u>Scenario #2</u>

Marge just bought her dream home. Actually, Marge thought she had just bought her dream home but, instead, Marge really bought a web of lies. She was told that the property was one acre. It turns out it was only one half of an acre (Marge declined having a survey performed). She was assured that she could install an in-ground pool in the backyard. It turns out it the local zoning and land use ordinances will not permit her to install a pool because doing so would violate setback and impervious surface requirements. A new neighbor also convinced Marge that she had an easement right for beach access two blocks away. No such easement exists. Marge feels deceived and submits a title claim.

Unfortunately for Marge, the title policy does not insure the veracity of the representations made by the seller, the real estate agents, the lender, the trying-to-be-helpful neighbor, or anyone else involved in the transaction. The policy also does not insure the size of a parcel but rather insures title to the legal description contained in Schedule A which is exactly what Marge received. Likewise, unless Schedule A specifically insures a beneficial easement right on another's property, it falls outside the land covered by the policy. As for the zoning issues, Exclusion 1(a) excludes from coverage matters relating to laws, ordinances, or governmental regulations relating to land use, the character or location of any improvement, subdivision or environmental protection.

<u>Scenario #3</u>

Ned is an insured owner and is attempting to sell his property. The title search performed for Ned's purchaser reveals a deed of trust still encumbering the property from the prior owner. Ned hires an attorney who contacts the bank that is the

(Continued on page 8)

When a Claim is Not a Claim... cont. from page 7

listed beneficiary on the deed of trust. The bank states that the borrower's line of credit remains open and requests payment of $20,000.00 to release its deed of trust. Ned, being the good guy he is, agrees to pay the bank $20,000.00. Following closing on the sale of the house, Ned submits a title claim seeking reimbursement for the $20,000.00 he paid to the bank and the $5,000.00 he paid in attorney's fees.

Paragraph 9(c) of the Conditions section of the policy states, "The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company." A claimant who voluntarily settles a claim, prior to obtaining our consent, prejudices our curative options under the policy and, in doing so, forfeits his own coverage. Furthermore, pursuant to Paragraph 2 of the Conditions section of the policy, once Ned has sold the property, his coverage under the policy has ended except for any liability arising under any warranties of title conveyed. Ned should have submitted the claim as soon as he learned of the outstanding deed of trust and prior to completing his sale. Had Ned timely submitted his claim instead of paying the bank, our investigation may have revealed any number of things that could have prompted us to demand the bank release its deed of trust in exchange for a significantly reduced payment or even no payment at all.

~

As most real property courses and books teach: real property is unique. The implication, then, is that each title claim is unique, and we treat it as such. Most of the principles, however, examined in the previous scenarios generally hold true, and the real estate practitioner would be well-guided to consider these issues in advising clients.

In Case You Missed It

Fraud Alert: Recent Email Scams

In our ongoing efforts to keep our partners and customers informed of potential threats to their business, we are providing Fraud Alerts so that you are aware of potential threats and can take any steps you feel necessary to guard against them.

1) REPLACEMENT WIRING INSTRUCTIONS SCAM

The scam involves the interception of unencrypted emails, the scanning of those emails for wiring instructions, the creation of a new string of emails from an email address that is very similar to the email address of the original sender, and, finally, the provision of revised wiring instructions. The result: funds from a closing land in the account of a cyber-criminal and not the intended recipient.

The scam:

a) A cyber-criminal intercepts a collection of unencrypted emails. The cyber-criminal reviews the collection of emails for wiring instructions and a significant sum of money to be wired.

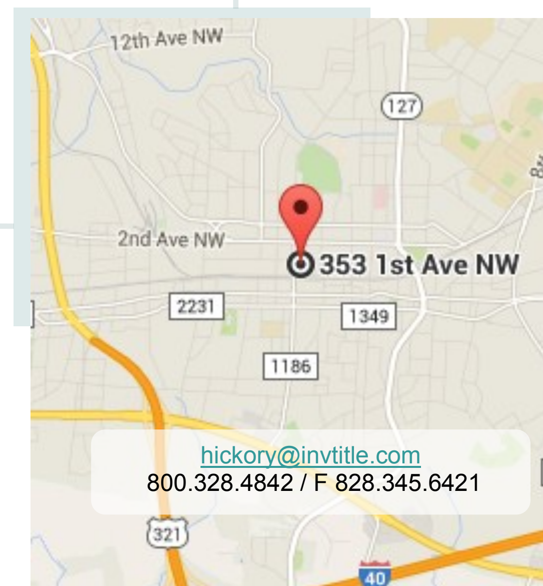
b) The cyber-criminal then sends "revised" instructions, including a new ABA routing number and account number. The email would generally come from a similar (but different) sender's email address; to wit: paralegal@trustworthyfirm.com would be changed to paralegal.trustworthyfirm@gmail.com (This is just an example, but it is always a different domain). Sometimes the true email address is embedded (e.g. Paralegal paralegal.trustworthyfirm@gmail.com), which could mask the true email address, further hiding the true identity of the sender.

c) The cyber-criminal has the previous email from the legitimate source, so the cyber-criminal's email will look in form and substance just like the previous legitimate email.

Ream more...

Investors Title Branch Profile

Get to Know Your Local Office



hickory@invtitle.com
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Team members (left to right): Barbara Harris, Amanda Orsell, and Jane Goble

The Hickory Branch opened in August 1994, and its team members are Jane Goble, office manager, and Amanda Orsell and Barbara Harris, underwriters. Kathy Baum is the marketing manager for the Hickory Branch area (not pictured above).

Investors Trust: Witcher v. Parsons

When a fiduciary has transferred property without authority, the beneficiaries may not be able to rescind the transaction if they later agree to accept another financial remedy. A North Carolina resident learned that lesson after Joel Witcher died in March 2000, survived only by his son Jacob, who was eight. Witcher's Will left all of his property, including a one-third interest in real estate he owned with his other two siblings, to his son, in trust. The Will also named Witcher's sister, Alyson Frazier, as both executrix and trustee of Jacob's trust, and although Frazier filed the Will with the probate clerk, it "was never formally admitted to probate." In March 2001, Frazier and her surviving brother sold the real estate to Bennie and Diane Williams. After the Williamses defaulted on their mortgage, the house was conveyed several times before Jacob filed suit in November 2012 against Alyson for, inter alia, breaching various fiduciary duties and seeking to have a constructive trust imposed on the payments she received from the earlier sale. Nearly a year later, Jacob filed another complaint to quiet title, arguing that the current occupants of the real estate had not obtained legal title because Alyson lacked authority to convey it, having never become either executrix or trustee. In February 2014, the trial court dismissed the quiet title action, but it did award Jacob $20,000 against Alyson because she had breached her duties. Jacob appealed, arguing both that he was entitled to the $20,000 sales price and that title to the property had never been conveyed because there was not authority to convey it. But the appellate ruled that Jacob had accepted his judicial remedy when he obtained a judgment against Frazier. Accordingly, the Court concluded, the matter had been resolved: Jacob was entitled to $20,000 from Alyson, and the possibility that she might not be able to pay the judgment did not change that outcome. The appellate court acknowledged that the trial court had, in fact, erred in dismissing Jacob's claim to quiet title—Alyson had no authority to transfer the property—but because the lower court's judgment was a "final disposition," Jacob was estopped from pursuing another remedy later.

--Witcher v. Parsons, No. COA14-684, N.C. Ct. App. 12/31/14

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This article is provided for informational purposes only and does not constitute legal advice.

www.invtrust.com

Are Your Trust Accounts Protected?

The Internet is full of stories about trust account fraud of all types. Whether it be cyber-fraud, employee embezzlement, or a detailed scam involving international wires, protecting your trust account in today's environment is becoming more difficult. Trust account fraud is becoming so prevalent that the NC State Bar has issued Proposed Amendments to Trust Accounting Rules 1.15 to require attorneys in North Carolina to better manage their trust accounts. These proposed changes were discussed in the Spring 2015 edition of The NC State Bar Journal on pages 32 and 33.

The unfortunate reality of all this fraud is that if a client's money goes missing from a trust account, you will be responsible for replacing those funds. Fortunately, there are some things you can do to help protect yourself from missing trust account funds:

- Get engaged in the trust accounting process. If you have fully delegated your trust account responsibilities, get back involved in the process.
- Protect yourself from wire fraud by turning off international wire capabilities and make sure all wire transfers are confirmed by phone call to a representative of your bank.
- Maintain accounting controls in your office through dual signatures, separation of duties, and daily review of trust accounts.
- Refer to NC Lawyer's Trust Accounting Handbook for the NC State Bar's rules regarding trust accounting.
- Get in compliance with ALTA Best Practice #2.
- Implement Positive Pay to help prevent check fraud on a daily basis.
- Reconcile your trust account daily.

Following these steps can help you avoid a costly disaster. Through its iTracs service offering, Investors Title can help you manage your trust accounts on a daily basis. For information please contact itracs@invtitle.com or visit www.invtitle.com/itracs.

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Escrow Reconciliation Services

Investors Title's iTracs offers customized escrow account management with the following available features:

- Automated daily and monthly reconciliation of receipts and disbursements
- Monthly 3-way reconciliation services
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- Daily monitoring to detect cyber fraud activity
- Escrow consulting services
- Audit preparation
- Account review and clean-up
- Reverse Positive Pay and Positive Pay integration
- Installation, training, and live support

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NEW* CLE/CPE CREDIT COURSES:

An Entity by Any Other Name

Presenter: Jane Barkley, Esq. (1 hr CLE/CPE Gen)

A title insurance perspective on insuring real estate transactions involving legal entities such as corporations, limited liability companies, partnerships and churches.

Ethics and Standards of Practice (Commercial Transactions Focus)

Presenter: Steve Brown, Esq. (1 hr CLE/CPE Ethics)

This presentation will examine certain scenarios where technology and response to a new regulatory environment may be changing standards of care for real estate attorneys in ways they may not recognize.

I Think I Can I Think I Can—Railroads

Presenter—Diana Palecek, Esq. (1 hr CLE/CPE Gen)

The seminar provides an overview of the legislative sources of railroad company rights to land in North Carolina and the types of interest in real property held by railroads (easement interest v. fee interest).

Integrated Disclosures—General Rules (TRID Module I)

Presenter: Holly Szczypinski, Esq. (1 hr CLE/CPE Gen)

This first segment of the three-part series will cover the rules associated with the new disclosures that are Effective August 1, 2015.

Integrated Disclosures—Loan Estimate (TRID Module II)

Presenter: Jon Biggs, Esq. (1 hr CLE/CPE Gen)

This second segment of the three-part series will cover all of the relevant rules associated with the new Loan Estimate form.

Integrated Disclosures—Closing Disclosure (TRID Module III)

Presenter: Holly Szczypinski, Esq. (1 hr CLE/CPE Gen)

This third segment of the three-part series will cover the rules associated with the new Closing Disclosure.

**These courses were offered as live events across North Carolina in the last few months. If you recently attended a live presentation with a similar name, purchasing the on-demand content is not necessary. For the TRID/CFPB related courses, the live seminar event noted on page 4 of this publication will contain new content, especially as it relates to software implementation.*

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