

**BEFORE THE MARYLAND STATE BOARD OF LAND SURVEYORS**

**MARYLAND STATE BOARD  
OF LAND SURVEYORS**

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v.

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**COMPLAINT NO.: 2013-LS-02**

**DAVID L. HALLER**

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**Respondent**

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**CONSENT ORDER AND SETTLEMENT AGREEMENT**

This matter comes before the State Board for Professional Land Surveyors (“Board”) based on a complaint filed by Michael and Holly Late (“Complainants”) against David L. Haller (“Respondent”). Based on the investigation of the complaint, the Board determined that administrative charges against the Respondent were appropriate and that a hearing on those charges should be held. Prior to charges being issued and a hearing being scheduled in the matter, the Respondent and the Board agreed to enter into this Consent Order as a settlement of the matter.

*The parties agree and stipulate to the following:*

1. At all times relevant to the matters set forth in this Consent Order and Settlement Agreement, the Commission has had jurisdiction over the subject matter and the Respondent.
2. Respondent is licensed by the Board as a property line surveyor, license number 240, and was licensed at the time of the events at issue.
3. On or about April 9, 2008, the Respondent completed a location drawing which was provided to the Complainants during their purchase of the home located at 6135 Mountindale Road, Thurmont, Maryland (“subject property”). The location drawing

had originally been prepared by the Respondent in 1998. The Respondent revised and recertified the drawing for the Complainants' purchase of the subject property.

4. In addition to a home, the location drawing prepared by the Respondent showed a two-story cabin located on the subject property.

5. After the purchase, it was discovered that the cabin was not on the Complainants' property, but was approximately 100 feet over their property line and on the neighbor's property.

6. During the investigation of the complaint, the Board determined that the location drawing prepared for the Complainants did not comply with the Minimum Standards of Practice for location drawings, (as adopted in 2005), in the following respects: The Respondent did not show the cabin's relationship to the apparent property lines; did not state on the drawing that it did not provide for the accurate identification of the property boundary lines, and that it was not a survey of the property and could not be relied upon for the establishment of fences, buildings or other existing or future improvements or to establish the property's boundary lines; and, the drawing did not include the level of accuracy of distances to the property lines.

7. In May of 2011, the Respondent prepared another location drawing for the subject property. On that drawing, the Respondent changed the location of the cabin, but failed to include the full disclosure statement set out in the Minimum Standards of Practice, that the drawing was not to be relied upon for the establishment of fences, future or existing buildings, or other improvements. Further, the Respondent again did not indicate the level of accuracy of distances to the property lines.

8. In an effort to resolve this matter without a hearing and in a manner that best serves the public's interest, the Board and the Respondent have agreed to enter into this Consent Order and Settlement Agreement. The Respondent recognizes that the Board has the authority under Title 15, Business Occupations and Professions Article, Maryland Annotated Code, §15-317(a)(1)(v), to sanction a licensee for violation of the Minimum Standards of Practice.

9. The Respondent agrees to accept a finding of a violation of the Minimum Standards of Practice, Code of Maryland Regulations ("COMAR")

09.13.06.06C(8)(a)(ii), (iii) and C(9)(a)and (b), which provide as follows:

**09.13.06. Minimum Standards of Practice**  
**06. Location Drawings**  
**C (8) Disclosures.**

**(a) If the consumer, pursuant to this regulation, has approved location drawing, the plat prepared by the surveyor shall prominently display, at a minimum, advice to the effect that the plat:**

**(ii) Is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements; and**

**(iii) Does not provide for the accurate identification of property boundary lines, but this identification may not be required, for the transfer of title or securing financing or refinancing.**

**C (9) If the consumer, pursuant to this regulation, has approved a location drawing, the following shall be shown:**

**(a) Significant buildings, structures, and other improvements, in their approximate relationship to the apparent property lines reflected in the deed, based on field measurements taken by the surveyor, and any other evidence considered by the surveyor;**

**(b) Statement with regard to the level of accuracy of distances to apparent property lines;**

10. The Respondent agrees to pay a civil penalty of One Thousand Dollars (\$1,000.00) in connection with this matter, within sixty days of the date of this Order. The Respondent further agrees to take a Minimum Standards of Practice course on location drawings, and to submit documentation that he has completed the course to the Board within ninety days of the date of this Order.

11. The Respondent, by entering into this Consent Order and Settlement Agreement, expressly waives the right to an administrative hearing which could result in the rendering of findings of facts and conclusions of law in this matter, and further, waives any and all further proceedings before the Board to which the Respondent may be entitled in this matter, and any rights to appeal from the Board's Order.

12. If the Respondent does not pay the civil penalty or complete the required course within the described time-frames, the Respondent's license will be suspended by the Board until such time as the Respondent complies with this Consent Order and Settlement Agreement.

13. The Respondent enters into this Consent Order and Settlement Agreement freely, knowingly, and voluntarily, and with the opportunity to consult with counsel.

14. The Respondent agrees to abide by the Maryland Professional Land Surveyors Act, Maryland Annotated Code, Business Occupations and Professions Article, Sections 15-101 *et seq.*, and the regulations of the Board.

**BASED ON THESE STIPULATIONS, IT IS THIS 21<sup>ST</sup> DAY OF  
DECEMBER, 2012, BY THE STATE BOARD FOR PROFESSIONAL LAND  
SURVEYORS,**

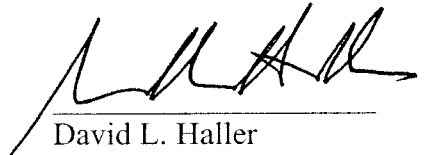
**ORDERED** that Respondent David L. Haller has violated COMAR 09.13.06.06C(8)(a)(ii), (iii), and 09.13.06.06C(9)(a) and (b), and it is further

**ORDERED** that the Respondent will pay a civil penalty of \$1000.00, which amount is payable to the Board within sixty days of the date of this Order, and it is further

**ORDERED** that the Respondent will take a Minimum Standards of Practice course on location drawings, which course credits may not be used towards the continuing education requirements for the renewal of his license, and that the course shall be taken within ~~ninety~~ <sup>ONE HUNDRED & TWENTY</sup> days of the date of this Order, and it is further

**ORDERED** that, if the civil penalty is not made within that 60-day period, or documentation of having taken the course is not provided to the Board within the ~~90~~ <sup>120</sup>-day period, the Respondent's license shall automatically be suspended until that payment is made and the documentation of the course provided, and it is further

**ORDERED** that the Board's records and publications reflect the terms of this Consent Order and Settlement Agreement.

  
David L. Haller

12-17-2012

  
Chairman  
STATE BOARD FOR PROFESSIONAL  
LAND SURVEYORS