

House \_\_\_\_\_ Amendment NO. \_\_\_\_\_

Offered By

1 AMEND House Committee Substitute for Senate Bill No. 682, Page 2, Section 34.030, Line 21, by  
2 inserting after all of said section and line the following:

3  
4 "327.272. 1. A professional land surveyor shall include any person who practices in  
5 Missouri as a professional land surveyor who uses the title of "surveyor" alone or in combination  
6 with any other word or words including, but not limited to "registered", "professional" or "land"  
7 indicating or implying that the person is or holds himself or herself out to be a professional land  
8 surveyor who by word or words, letters, figures, degrees, titles or other descriptions indicates or  
9 implies that the person is a professional land surveyor or is willing or able to practice professional  
10 land surveying or who renders or offers to render, or holds himself or herself out as willing or able  
11 to render, or perform any service or work, the adequate performance of which involves the special  
12 knowledge and application of the principles of land surveying, mathematics, the related physical  
13 and applied sciences, and the relevant requirements of law, all of which are acquired by education,  
14 training, experience and examination, that affect real property rights on, under or above the land and  
15 which service or work involves:

16 (1) The determination, location, relocation, establishment, reestablishment, layout, or  
17 retracing of land boundaries and positions of the United States Public Land Survey System;

18 (2) The monumentation of land boundaries, land boundary corners and corners of the  
19 United States Public Land Survey System;

20 (3) The subdivision of land into smaller tracts and preparation of property descriptions;

21 (4) The survey and location of rights-of-way and easements;

22 (5) Creating, preparing, or modifying electronic or computerized data relative to the  
23 performance of the activities in subdivisions (1) to (4) of this subsection;

24 (6) Consultation, investigation, design surveys, evaluation, planning, design and execution  
25 of surveys;

26 (7) The preparation of any drawings showing the shape, location, dimensions or area of  
27 tracts of land;

28 (8) Monumentation of geodetic control and the determination of their horizontal and  
29 vertical positions;

30 (9) Establishment of state plane coordinates;

31 (10) Topographic surveys and the determination of the horizontal and vertical location of  
32 any physical features on, under or above the land;

33 (11) The preparation of plats, maps or other drawings showing elevations and the locations  
34 of improvements and the measurement and preparation of drawings showing existing improvements  
35 after construction;

36 (12) Layout of proposed improvements;

Standing Action Taken \_\_\_\_\_ Date \_\_\_\_\_

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1 (13) The determination of azimuths by astronomic observations.

2 2. None of the specific duties listed in subdivisions (4) to (13) of subsection 1 of this section  
3 are exclusive to professional land surveyors unless they affect real property rights. For the purposes  
4 of this section, the term "real property rights" means a recordable interest in real estate as it affects  
5 the location of land boundary lines. The validity of any document prepared between August 27,  
6 2014, and August 28, 2015, by a provider of utility or communications services purporting to affect  
7 real property rights shall remain valid and enforceable notwithstanding that any legal description  
8 contained therein was not prepared by a professional land surveyor.

9 3. Professional land surveyors shall be in responsible charge of all drawings, maps, surveys,  
10 and other work product that can affect the health, safety, and welfare of the public within their scope  
11 of practice.

12 4. Nothing in this section shall be construed to preclude the practice of architecture or  
13 professional engineering or professional landscape architecture as provided in sections 327.091,  
14 327.181, and 327.600.

15 5. Nothing in this section shall preclude a licensed attorney in this state or a licensed title  
16 insurance company, agent, or agency from preparing sketches, conducting investigations into real  
17 estate titles and descriptions, and preparing land or legal descriptions for clients or customers,  
18 provided that the legal description includes the date it was prepared and the name of the preparer,  
19 including the license number and signature, and the parcel is described by aliquot part.

20 381.022. 1. As used in sections 381.011 to 381.412, the following terms mean:

21 (1) "Escrow", written instruments, money or other items deposited by one party with a  
22 depository, escrow agent, or escrowee for delivery to another party upon the performance of a  
23 specified condition or the happening of a certain event;

24 (2) "Qualified depository institution", an institution that is:

25 (a) Organized or, in the case of a United States branch or agency office of a foreign banking  
26 organization, licensed under the laws of the United States or any state and has been granted  
27 authority to operate with fiduciary powers;

28 (b) Regulated, supervised, and examined by federal or state authorities having regulatory  
29 authority over banks and trust companies;

30 (c) Insured by the appropriate federal entity; and

31 (d) Qualified under any additional rules established by the director;

32 (3) "Security" or "security deposit", funds or other property received by the title insurer as  
33 collateral to secure an indemnitor's obligation under an indemnity agreement under which the  
34 insurer is granted a perfected security interest in the collateral in exchange for agreeing to provide  
35 coverage in a title insurance policy for a specific title exception to coverage.

36 2. A title insurer, title agency, or title agent not affiliated with a title agency may operate as  
37 an escrow, security, settlement, or closing agent, provided that all funds deposited with the title  
38 insurer, title agency, or title agent not affiliated with a title agency, pursuant to written instructions  
39 in connection with any escrow, settlement, closing, or security deposit shall be submitted for  
40 collection to or deposited in a separate fiduciary trust account or accounts in a qualified depository  
41 institution no later than the close of the second business day after receipt, in accordance with the  
42 following requirements:

43 (1) The funds regulated under this section shall be the property of the person or persons  
44 entitled to them under the provisions of the escrow, settlement, security deposit, or closing  
45 agreement and shall be segregated for each depository by escrow, settlement, security deposit, or  
46 closing in the records of the title insurer, title agency, or title agent not affiliated with a title agency,  
47 in a manner that permits the funds to be identified on an individual basis and in accordance with the  
48 terms of the individual written instructions or agreements under which the funds were accepted; and

1 (2) The funds shall be applied only in accordance with the terms of the individual written  
2 instructions or agreements under which the funds were accepted.

3 3. It is unlawful for any person to:

4 (1) Commingle personal or any other moneys with escrow funds regulated under this  
5 section;

6 (2) Use such escrow funds to pay or indemnify against debts of the title insurance agent or  
7 of any other person;

8 (3) Use such escrow funds for any purpose other than to fulfill the terms of the individual  
9 written escrow instructions after the necessary conditions of the written escrow instructions have  
10 been met;

11 (4) Disburse any funds held in an escrow account unless the disbursement is made under a  
12 written instruction or agreement specifying under what conditions and to whom such funds may be  
13 disbursed or under an order of a court of competent jurisdiction; or

14 (5) Disburse any funds held in a security deposit account unless the disbursement is made  
15 under a written agreement specifying:

16 (a) What actions the indemnitor shall take to satisfy his or her obligation under the  
17 agreement;

18 (b) The duties of the title insurer, title agency, or title agent not affiliated with a title agency  
19 with respect to disposition of the funds held, including a requirement to maintain evidence of the  
20 disposition of the title exception before any balance may be paid over to the depositing party or his  
21 or her designee; and

22 (c) Any other provisions the director may require by rule or order.

23 4. Notwithstanding the provisions of subsection 3 of this section, any bank credits, bank  
24 services, interest, or similar consideration received on funds deposited in connection with any  
25 escrow, settlement, security deposit, or closing may be retained by the title insurer, title agency, or  
26 title agent not affiliated with a title agency as compensation for administration of the escrow or  
27 security deposit, unless the specific written instructions for the funds or a governing statute provides  
28 otherwise.

29 5. Notwithstanding the provisions of subsection 2 of this section, a title insurer, title agency,  
30 or title agent is not authorized to provide such services as an escrow, security, settlement, or closing  
31 agent in a residential real estate transaction unless as part of the same transaction the title insurer,  
32 title agency, or title agent issues a commitment, binder, or title insurance policy and closing  
33 protection letters have been issued protecting the buyer's, lender's, and the seller's interests, or if a  
34 title insurance policy is not being issued by the title insurer, title agency, or title agent, the title  
35 insurer, the title agency, or title agent has given written notice to the affected person in a title  
36 insurance commitment or on a form approved by rule promulgated by the director that the person's  
37 interest in the closing or settlement is not protected by the title insurer, title agency, or title agent.

38 6. It is unlawful for any title insurer, title agency, or title agent to engage in the handling of  
39 an escrow, settlement or closing of a residential real estate transaction unless the escrow handling,  
40 settlement or closing is conducted or performed in contemplation of and in conjunction with the  
41 issuance of a title insurance policy [or] and a closing protection letter, or if a title insurance policy is  
42 not being issued by the title insurer, title agency, or title agent, prior to the receipt of any funds, the  
43 title insurer, title agency, or title agent clearly discloses to the seller, buyer or lender involved in  
44 such escrow, settlement or closing, that no title insurer is providing any protection for closing or  
45 settlement funds received by the title agency or agent.

46 7. A violation of any provision under this section is a level three violation under section  
47 374.049.

48 381.058. 1. No insurer that transacts any class, type, or kind of business other than title

1 insurance shall be eligible for the issuance or renewal of a license to transact the business of title  
2 insurance in this state nor shall title insurance be transacted, underwritten, or issued by any insurer  
3 transacting or licensed to transact any other class, type, or kind of business.

4 2. A title insurer shall not engage in the business of guaranteeing payment of the principal  
5 or the interest of bonds or mortgages.

6 3. (1) Notwithstanding subsection 1 of this section or anything else to the contrary in  
7 sections 381.011 to 381.405, a title insurer is expressly authorized to issue closing or settlement  
8 protection letters (and to collect a fee for such issuance) in all transactions where its title insurance  
9 policies are issued and where its issuing agent or agency is performing settlement services and shall  
10 do so in favor of [and upon request by] the applicable buyer, lender, or seller in [such transaction]  
11 all residential real estate transactions. Such closing or settlement protection letter form shall be  
12 filed with the director under section 381.085 and shall conform to the terms of coverage and form of  
13 instrument as required by rule of the director and shall indemnify a buyer, lender, or seller solely  
14 against losses not to exceed the amount of the settlement funds only because of the following acts of  
15 the title insurer's named issuing title agency or title agent:

16 (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and

17 (b) Failure to comply with written closing instructions by the proposed insured when agreed  
18 to by the title agency or title agent relating to title insurance coverage.

19 (2) The rate for issuance of a closing or settlement protection letter in a residential real  
20 estate transaction indemnifying a lessee or purchaser of an interest in land, a borrower, or a lender  
21 secured by a mortgage, including any other security instrument, of an interest in land shall be filed  
22 as a rate with the director.

23 (3) The rate for issuance of a closing or settlement protection letter in a residential real  
24 estate transaction indemnifying a seller of an interest in land shall be filed as a separate rate with the  
25 director.

26 (4) Such filed rate shall not be excessive or inadequate. The entire rate for the closing or  
27 settlement protection letter shall be retained by the title insurer.

28 (5) Except as provided under this section or section 381.403, a title insurer shall not provide  
29 any other coverage which purports to indemnify against improper acts or omissions of a person with  
30 regard to escrow, settlement, or closing services."; and

31  
32 Further amend said bill by amending the title, enacting clause, and intersectional references  
33 accordingly.