



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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April 2, 2007

CBCA 523-RELO

In the Matter of MARK T. GRACE

Mark T. Grace, Rockford, IL, Claimant.

Susan Hooks, Associate Counsel, Defense Contract Management Agency, St. Louis, MO, appearing for Department of Defense.

**GOODMAN**, Board Judge.

Claimant is a civilian employee of the Department of the Army, Defense Contract Management Agency (DCMA). He has asked this Board<sup>1</sup> to review the agency's denial of certain expenses incurred during his permanent change of station (PCS).

Factual Background

Claimant was issued travel orders for a PCS move from McAlester, Oklahoma, to Rockford, Illinois, to report to his new duty station on April 30, 2006. He purchased a

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<sup>1</sup> This case was docketed at the General Services Administration Board of Contract Appeals (GSBCA) as GSBCA 17007-RELO. On January 6, 2007, pursuant to section 847 of the National Defense Authorization Act for Fiscal Year 2006, Pub. L. No. 109-163, 119 Stat. 3391, the GSBCA was terminated and its cases, personnel, and other resources were transferred to the newly-established Civilian Board of Contract Appeals (CBCA). This case was docketed by the CBCA as CBCA 523-RELO. The holdings of the GSBCA and other predecessor boards of the CBCA are binding on this Board. *Business Management Research Associates, Inc. v. General Services Administration*, CBCA 464, 07-1 BCA ¶ 33,486.

residence at his new duty station and submitted a voucher for reimbursement of real estate expenses incurred for that transaction. The agency denied reimbursement of the survey costs claimed in the amount of \$500. Claimant has requested review of the agency's decision.

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### Discussion

Applicable regulations permit the reimbursement of the cost of making surveys and the cost of preparing drawings or plats "when required for legal or financing purposes." 41 CFR 302-11.200(d) (2006); Joint Travel Regulation (JTR) C14002-A.3; *see Jack E. Hudson*, GSBCA 16053-RELO, 03-2 BCA ¶ 32,351; *Cecilia McNicoll*, GSBCA 15377-RELO, 02-1 BCA ¶ 31,746; *accord Dale W. Stakes*, GSBCA 14613-RELO, 98-2 BCA ¶ 29,976.

While there is no dispute that claimant actually paid for the survey, the agency contends that claimant has not met his remaining burden. The agency states that the survey was not required for a legal or financing purpose. Claimant submitted a letter from the title insurance company which stated that claimant requested the survey to determine if his neighbor's fence encroached on his property so that he could obtain title insurance. The survey for which claimant paid indicated that the neighbor's fence was on the property line and did not encroach on claimant's property.

The Board requested claimant to respond to the following inquiry:

Was the survey and the title insurance which was procured in conjunction with the survey a requirement of the lender for permanent financing or for lender's title insurance or strictly for owner's title insurance?

If the survey was for owner's title insurance, was that policy a prerequisite to financing or the transfer of the property or was the cost inseparable from any lender's insurance which was a prerequisite for financing?

Claimant responded as follows:

The survey was not identified as a lender prerequisite for financing and was not identified as lender title insurance prerequisite and was not identified as a prerequisite for owner title insurance. The situation was resolved prior to the need for action. There were no property boundary discrepancies identified in the survey and corrections to title documentation were not required. . . . The survey provided details on the area of concern. The survey dispelled suspicion that [the] adjacent property owner had exceeded [the] property

boundary. The survey confirmed that adjacent property owner had constructed a fence line that was “on the property line” but was in compliance with legal property description.

Claimant has not demonstrated that the survey was required for a legal purpose. While claimant caused the survey to be performed to relieve himself of the suspicion that the adjacent property owner’s fence had encroached on the property he wished to purchase, the lender did not require the survey as a prerequisite for financing, title insurance, or any other purpose. Under these circumstances, claimant is not entitled to reimbursement of the survey costs.

#### Decision

The claim is denied.

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ALLAN H. GOODMAN  
Board Judge