



2026 OSLS Fall Conference

September 11, 2026

River Spirit Casino, Tulsa, OK

Breakfast and morning session sponsor:



**The Art and Science of the
Real Property Description:
Situational Awareness**

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Tulsa, OK – September 2026

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**Professional responsibilities of
surveyors**

- Lawful activity
- Professional conduct
- Protect the public’s health, safety and welfare
- Protect property rights
- Standards of care
- Preserving evidence

2

Oklahoma Definitions
Title 60. Property

OKS § 60-5 Real property defined
Real or immovable property consists of:

1. Land.
2. That which is affixed to land.
3. That which is incidental or appurtenant to land.
4. That which is immovable by law.

3

The process of transfers

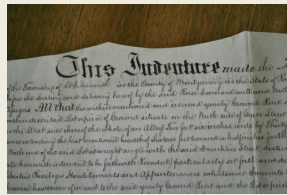
- Livery of seisin
- Livery in law



4

Written transfers & conveyances

- Indenture/Warranty deed
- Deed Poll/Sheriff's deed/Quitclaim deed
- Wills
- Statutory proceedings



5

Why the description matters

- Statute of frauds
- Constructive notice (differs from actual notice)
- Preservation of evidence - chain of title
- Preservation of evidence – physical
- Repetition in documents besides deeds
- Descriptions that last for eternity

6

Deeds as contracts

- Identify grantor and grantee
- Words showing intent to transfer rights, title, and/or interests
- Conditions
- “Legal sufficiency” of the description:
 - Parcel is uniquely identified
 - Surveyor can place it on the ground

7

Types of Land Descriptions

- Bounds
- Metes
- Metes and Bounds
- Reference to a lot on a map or plat
- Strip descriptions (for rights-of-way)
- Rectangular systems

8

Understanding historical context of the written description

- Methods of surveying
- Instrumentation
- Local measurement
- Methods of conveyancing
- Methods of describing land

9

23 June 1683

We, ESSEPENAIKE and SWANPISSE, this 23rd day of the 4th month called June in the year according to the English account 1683, for us and our heirs and assigns, do grant and dispose of all our lands lying betwixt Pennypack and Neshaminy creeks and all along upon Neshaminy Creek and backward of the same, and to run two days' journey with a horse up into the country as the said river does go, to WILLIAM PENN, proprietor and governor of the province of Pennsylvania, etc., his heirs and assigns forever, for the consideration of ...

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Newfound Management Corp. v. Sewer

885 F. Supp. 727, US District Ct. of the Virgin Islands,
Division of St. Thomas and St. John, 1995



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Newfound Management Corp. v. Sewer

- The George and Sewer families had settled a boundary dispute with the aid of I. Anderson, a Danish surveyor, in 1893, who made no measurements but merely provided an agreed boundary with compass bearings, marking the agreed line with stone piles – then a common practice in dividing low-value lands.

12

Laws in effect at time of the original conveyance

- Which nation's legal system?
- Treaties between overseas nations
- Treaties between nations on this continent

13

Acts of the "sovereign"

- ***Strother v. Lucas***
37 US 410, Supreme Ct. of the US, 1838
- ***The Seneca Nation of Indians et als v. The State of New York***
206 F. Supp. 2d 448, US District Ct. for the Western District of NY, 2002

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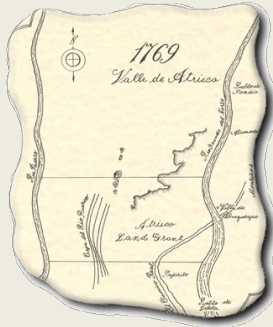
Clarity and completeness: extrinsic evidence

- **Evidence** – Testimony, writing, material objects, or other things presented to the senses that are offered to prove the existence or nonexistence of a fact.
- **Extrinsic** – Foreign, from outside sources.
- **Extrinsic evidence** – external evidence, or that which is not contained in the body of an agreement, contract, and the like.

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Komadina v. Edmonson

468 P 2d 632, Supreme Ct. of NM, 1970



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Komadina v. Edmonson

"A certain tract of land situate in School Dist. No. 28, Bernalillo Co. New Mexico, Bounded on the North by a Road and on the East by land of Doloritas Chavez and on the South by a Road and on the West by the Atrisco Land Grant. Being one of several tracts of land allotted from the Atrisco Land Grant and more particularly described as follows:"

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The take-away quote:

"The grantor's intent must be ascertained from the description contained in the deed which must itself be capable of being reduced to certainty by something extrinsic **to which the deed refers.**"

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Avoiding *Komadina* situations

- Include references
- Completeness of references
- Attaching a copy of survey to the description

19

Clarity and completeness: consider the future

- Changes in conditions
- Changes in language
- Legal limits to enforceability

20

Zapuchlak v. Hucal

262 N.W.2d 514, Supreme Ct. of WI, 1978

- "The right to insert the correct legal description is hereby reserved and the parties hereto agree to insert the correct legal description immediately after the premises are surveyed. To identify the portion excluded by this conveyance attached Exhibit 'A' is made part of this contract."

21

"The bold, double line represents the boundaries of the principal parcel which fronts Highway 12 to the west. During the trial, there was no dispute concerning the boundaries of this parcel (hereinafter parcel A) and the trial court concluded that the drawing accurately depicted its metes and bounds description in the contract."

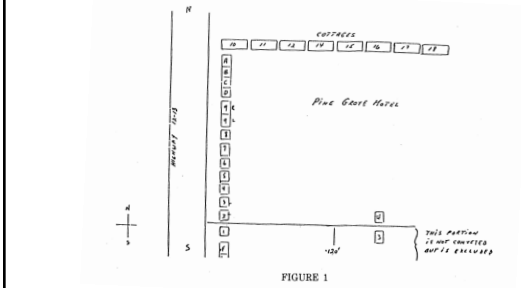


FIGURE 1

22

"The trial court adopted the vendee's surveyor's drawing as depicting the boundaries of parcel B as described in the agreement. (Shown in Figure 2 by the alternating long and short dash line)."

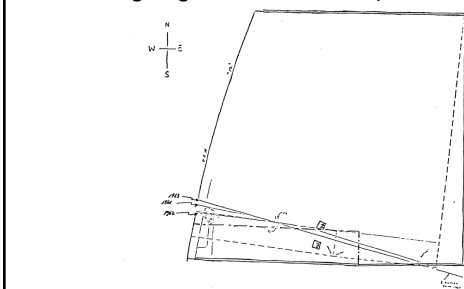


FIGURE 2

23

Lessons from **Zapuchlak**

- Do you trust the grantor?
- Time limits
- Conditions relating to the contract
- Extent of contracted rights

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Clarity and completeness: addressing three dimensions

- Ownership to the heavens?
- Ownership to the center of the earth?
- Rights to incorporeal aspects?

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Condominiums

- **Con** – prefix meaning *with, together*
- **Dominium** – “property” in its largest sense
- Legal elements
- Physical reality

26

An appraiser’s question

- The legal description reads "Tr.=47059 Lot 4 Condo Unit 1", however it appears to be a Single Family Residential (SFR)...

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Condominiums

- Not rooted in English law
- State-specific enabling laws
- Declaration of Condominium / Master Deed
- Surveyor's certifications and descriptions

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Sample Master Deed (MI)

SECTION 2

LEGAL DESCRIPTION OF THE PROPERTY

- 2.1 Condominium Property.** The land that is being submitted to condominium ownership in accordance with the provisions of the Act is described as follows:

[COMPLETE LEGAL DESCRIPTION OF PARCEL FOR CONDOMINIUM],
County, Michigan, as recorded in Liber ____, page ____ of Plats, ____
County Records, and being described more particularly as:

[COMPLETE LEGAL DESCRIPTION AS CONTAINED IN THE SURVEY
PREPARED AND REVIEWED BY A PROJECT ENGINEER, AND CONTAINING
THE METES AND BOUNDARIES OF THE PROPOSED AREA TO BE
DEVELOPED.]

Subject to any and all easements and Rights-of-Way of record or otherwise.

- 2.2 Beneficial Easements.** Easements are hereby created and conveyed to and for the benefit of the Project and the units located in the Project, and the Project and the units located in the Project are benefited by the ingress, egress, utility, and other easements described and/or shown on Exhibit B.

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Surveyor's Condo Certification

"The construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials."

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Uniform Condominium Act (1980) §1-103 Definitions

- (4) "Common elements" means all portions of a condominium other than the units.
- (25) "Unit" means a physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 2-105(a)(5)

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§ 2-104. Description of Units

- A description of a unit which sets forth the name of the condominium, the [recording data] for the declaration, the [county] in which the condominium is located, and the identifying number of the unit, is a **sufficient legal description** of that unit and all **rights, obligations, and interests appurtenant** to that unit which were created by the declaration or bylaws.

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OKS § 60-515 (Condominiums)

Deeds conveying estates – recording - contents

A. Deeds conveying unit ownership estates shall be recorded and shall contain the following particulars:

1. The unit designation, whether contained in the original declaration, or in an amended, restated or supplementary declaration, which shall be identified by date, book and page of recording; and
2. Any further details which grantor and grantee may deem desirable.

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OKS § 60-515 (Condominiums)

Deeds conveying estates – recording - contents

B. Deeds executed in compliance with this section shall be sufficient to identify the interest conveyed or encumbered and shall be entitled to be recorded in the office of the county clerk, in the same manner as other documents relating to real property are recorded.

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Sample Unit Description

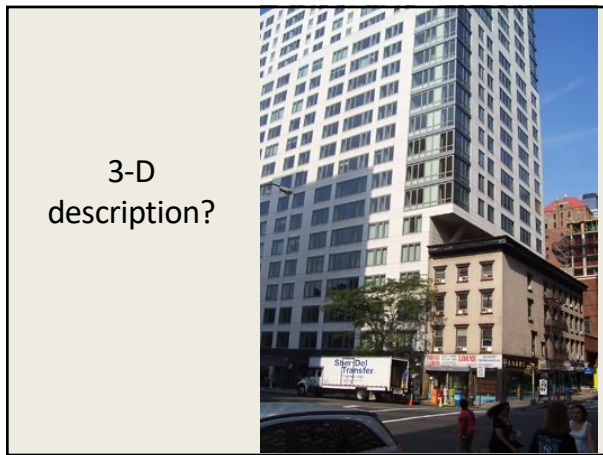
- Unit 1201 of “Knight’s Bridge Commons”, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 4528, Page 92 of the public records of Brevard County, Florida, together with its undivided share in the common elements.

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Citing Master Deed and Unit

- Unit 5B has merged with Unit 6A to create a new larger space
- Unit 5B has acquired garage rights not mentioned in the original declaration
- Unit 5B has been subdivided into new Units 5B and 5B1

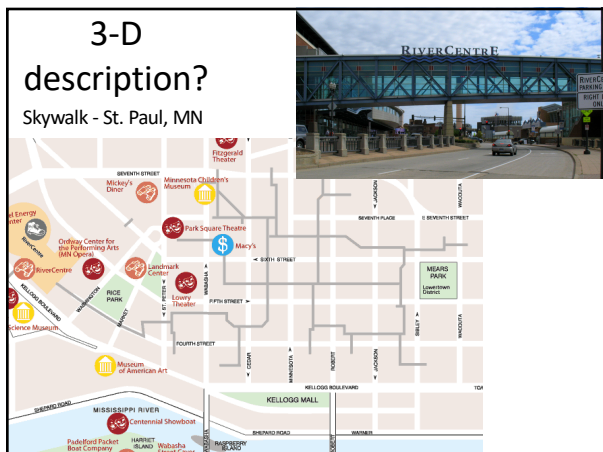
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Conditions in 3-D grants

- Grantor does further grant and convey to Grantee the right, privilege, and authority to trim, cut, and remove WITHOUT NOTICE to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of the Grantee, interfere or threaten the safe, proper or convenient use, maintenance or operation of said gas facilities within the Easement Area.

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Regional lexicon and local practice

- Interpretation
- Perpetuation
- Effect on surveys and descriptions

41

Buttonwood Tree

- *Conocarpus erectus*
- *Platanus occidentalis*



42

**United States of America v. Certain Land
Located in the County of Barnstable,
Commonwealth of Massachusetts**

674 F. 2d 90, US Ct. of Appeals, 1st Circuit, 1982

- The contentious clause that Bessay brought up on appeal for re-evaluation and definition was *"hollow of the beach so called."*

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Units of measurement

- Gunter's chain versus engineer's chain
- Perch
 - Rome = 10 feet
 - France = 10 to 22 feet
 - Ireland = 21 feet
 - 13th century England = 18, 20, 22, 24 feet
 - 1820 report = 16.5, 18, 21, 24, 25 feet
- Rood, perch, pole = square perch, square rod

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**George M. Murrell Planting &
Manufacturing Company v. Dennis**

970 So. 2d 1075, Ct. of Appeals of LA, 1st Circuit, 2007

The petition to claim ownership described the property as:

A lot of land containing two superficial arpents bounded on the West by land of Peter Egerton, North by Jos. Henry and East by land formerly of P.O. Hebert, together with all improvements.

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Limitations on local practice

- Local declination
- Local calibration
- Local methods and units of measure
- Local knowledge



46

1923 report on standard district distances in Philadelphia, PA

- 2nd District: "100 feet District Standard is equal to 100.20 feet U. S. Standard."
- 4th District: "Standard in this district is generally 3 inches per 100 feet."
- 5th District: "The standard which has always been used in this district is .25 per hundred feet."
- 8th District: "The distance allowance in this district is 2 1/2 inches per 100 feet, 100 feet district standard being equal to 100 feet 2 1/2 inches United States standard."

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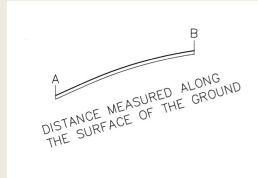
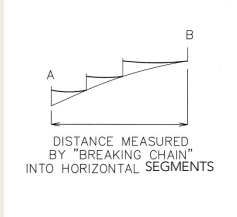
1923 report on standard district measure – uniform except where it isn't

- 10th District: "I would inform you that the standard in general use varies from 2 1/2 inches to 3 inches in excess of the so-called United States Standard."
- 13th District: "The standard of 100.25 obtains throughout this district except in a few places where it varies from 2 inches to 3 inches per 100 feet as the streets are not always a straight line."

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A.M. Stack v. N.M. Pepper

25 SE 961, Supreme Ct. of NC, 1896



49

"Manual of Practices for Real Property Surveying in the District of Columbia"

- "The recorded dimensions for squares and subdivisions are referred to as 'record' and will usually differ from measured dimensions determined by a survey."
- "...use of record dimensions shown on many of the original plats of subdivision do not produce an acceptable closure."
- "Generally the sides of two or more squares are not parallel by survey although they may be so intended by the King Plats and subdivision records."

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The effects of legislation and the courts on real property descriptions

- Statutes – format and content; location of monuments and boundaries
- Rules of Construction
- Courts of Law – right or wrong
- Courts of Equity/Chancery – right or wrong

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Trustees of the Internal Improvement Fund of Florida v. Wetstone

222 So. 2d 10, Supreme Ct. of FL, 1969

- Wetstone sought to uphold the original meander line contained in an 1875 United States survey as the boundary line separating his property from Florida's sovereignty lands, held by the Trustees.

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MEANDERING 3-159 (2009)

- The traverse that approximates the margin of a permanent natural body of water, e.g., the bank of a stream, lake, or tidewater, is termed a meander line. Numerous decisions in the United States Supreme Court assert the principle that, in original surveys, meander lines are run, not as boundaries of the parcel, but [3 purposes]. The ordinary high water mark (OHWM), or line of mean high tide (line of MHT) of the stream, or other body of water, and not the meander line as actually run on the ground, is the actual boundary

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The Meandering of Navigable Streams (1855)

1. Standing with the face looking down stream, the bank on the left hand is termed the "left bank" and that on the right hand the "right bank." These terms are to be universally used to distinguish the two banks of a river or stream.

2. Both banks of navigable rivers are to be meandered by taking the courses and distances of their sinuosities, and the same are to be entered in the field book.

At those points where either the township or section lines intersect the banks of a navigable stream, POSTS, or, where necessary, MOUNDS of earth or stone, are to be established at the time of running these lines. These are called "meander corners;" and in meandering you are to commence at one of those corners on the township line, coursing the banks, and measuring the distance of each course from your commencing corner to the next "meander corner," upon the same or another boundary of the same township, carefully noting your intersection with all intermediate meander corners. By the same method you are to meander the opposite bank of the same river...

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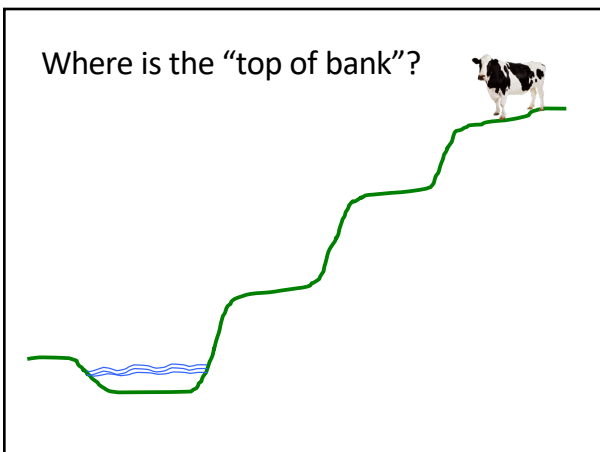


55

Introducing uniform language

- Words and phrases
- Local format and meanings
- Legal meanings and construction

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57

Howard v. Ingersoll

54 U.S. 381, Supreme Ct. of the US, 1852

- “When banks of rivers were spoken of, those boundaries were meant which contain their waters at their highest flow, and in that condition they make what is called the bed of the river ... Such a line may be found upon every river, from its source to its mouth. It requires no scientific exploration to find or mark it out. The eye traces it in going either up or down a river, in any stage of water.”

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**Oklahoma v. Texas
Supreme Ct. of the US**

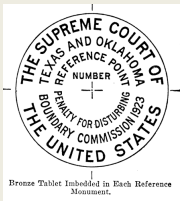
256 U.S. 70; 1921

265 U.S. 500; 1924 (44 S. Ct. 573)

267 U.S. 452; 1925

272 U.S. 21; 1926

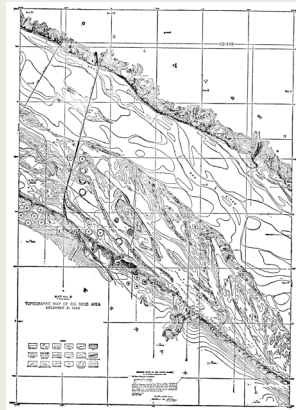
273 U.S. 93; 1927



59

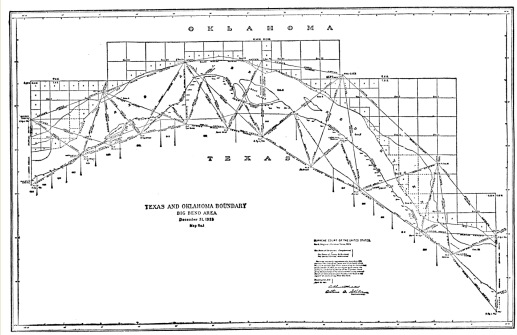
OK v. TX

- Where does the 100th meridian intersect Red River to form the common boundary?
- And which 100th meridian?



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Oklahoma v. Texas



61

Red River Boundary Compact and Commission

- Which stream is the Red River?
- Where is the river?
- What part of the river is the boundary?
- Effect on title to lands bounding on the Red River?
- OKS Title 74, Ch. 80A (OK and TX)
- OK Atty. General's Opinion, 1999 OK AG 62
- OKS Title 82, Ch. 20B (AR, LA, OK, TX)

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Rivers as monuments in OK 74 § 6106. Red River Boundary Compact

- A. The States of Oklahoma and Texas recognize that:
- 2. The south bank of the Red River is the boundary between the states along the Red River;

ARTICLE II. ESTABLISHMENT OF BOUNDARY

- B. The permanent political boundary line between the states of Oklahoma and Texas along the Red River is the vegetation line along the south bank of the Red River except for the Texoma area, where the boundary does not change...

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Red River Boundary Compact and Commission, OKS §74-6106

2. The south bank of the Red River is the boundary between the states along the Red River;
3. [Said bank changes due to] the natural action of the river and... is often not readily or easily identified;
4. [Location by] expensive and time-consuming survey techniques... identify the south bank only as it exists at the time of the survey;
5. {Survey location is of minimal use to} locate the state boundary line for law enforcement, administrative and taxation purposes;
6. [It is better to use] a readily identifiable natural landmark than through use of an artificial survey line.

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Oklahoma v. Texas

273 US 93; 1927

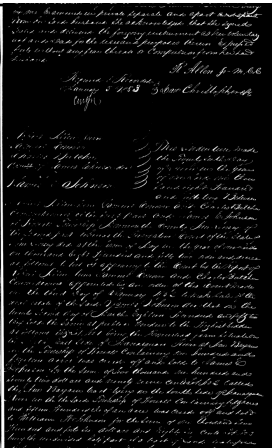
(5th case - decree for commission)

"The boundary between the State of Texas and the State of Oklahoma constituting the eastern boundary of the Panhandle of Texas and the main western boundary of Oklahoma, is the line of the true one-hundredth meridian of longitude west from Greenwich, extending north from its intersection with the south bank of the South Fork of Red River to its intersection with the line of the parallel of 36 degrees 30 minutes north latitude."

65

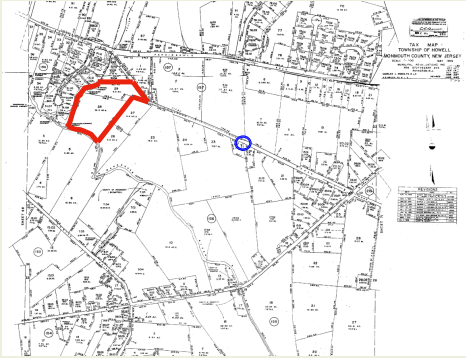
"Commencing" versus "Beginning"

- **Begin** – to originate, to come into existence



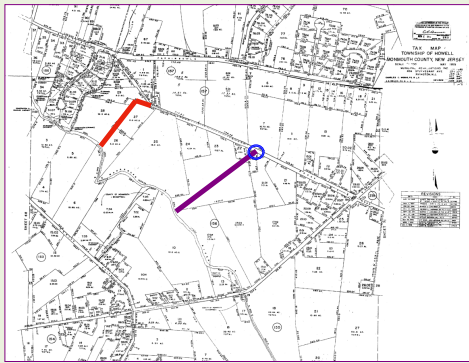
66

What the current deed describes (three tracts)



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The potential claim



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Word choices, grammar, and punctuation

- The audience is not only surveyors
- Local or broader standard usage?
- Professionalism
- Legal supportability

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Eats, shoots & leaves



70

Sackman Orchards v. Mtn. View Orchards

784 P. 2d 1308, Ct. of Appeals of WA, Div. 3, 1990

- “The omission of a semicolon has fomented confusion from clarity. The focal issue is whether it was intentionally omitted or is an isolated grammatical/typographical faux pas. The omission has allowed creative lawyers to obscure the clear intentions of the parties.”

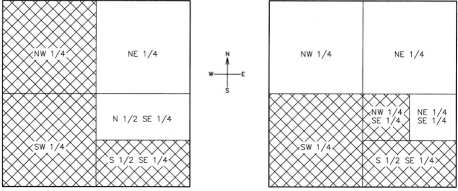
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The disputed contract

- PROPERTY SOLD: On the terms and subject to the conditions set forth in this Real Estate Contract, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the equipment stated in Schedule 1 attached hereto and incorporated herein; the 1982 fruit crop and the following legally described real property in Douglas County, Washington, with title free of encumbrances and defects, except as set forth on and subject to Schedule 2 attached:

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Brockel v. Lewton
 319 N.W. 2d 173
 Supreme Ct. of SD, 1982



SECTION 35
 SW 1/4, NW 1/4, AND
 S 1/2 SE 1/4

73

Breaking old habits

- “That’s the way we’ve always done it...”



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Repeating old descriptions verbatim

Boundaries have not changed, but:

- physical calls in the description do not reflect what is on the ground
- original markers have been disturbed or removed
- new corner markers have been set where none existed previously
- the original description was inconsistent with record conditions at creation of interests

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Repeating old descriptions verbatim

Other problems

- The boundaries have changed, for whatever reason – consolidation, subdivision, partition, etc.
- The language of the old description is subject to multiple interpretations
- The language of the old description uses language no longer readily understood

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Oops: Toll Brothers sells more than 80 lots to Sparks homebuyer after copy-paste error

An errant copy-and-paste job lands a homebuyer with title ownership of 84 extra lots plus two common spaces.

Jason Hidalgo
Reno Gazette-Journal

Published 6:30 a.m. PT Aug. 9, 2022 | Updated 2:45 p.m. PT Aug. 9, 2022

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An aerial shot of Toll Brothers' Stonebrook development in Sparks just northeast of Reno. Toll Brothers

A Sparks homebuyer literally got more than she bargained for after ending up with

78

Destroying evidence

- “To a point”
- Lack of context
- Lack of a means to connect to original intent

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(Recorded 1923 and 1958)

- Beginning at a monument set on the westerly edge of a public road leading from Brookville (formerly Millville) to Waretown on a course north 40 degrees 32 minutes west 32-1/2 feet from the center thereof and in line of land formerly of William Griffith (year 1851) and running thence south east along said Griffith land, (1) south 40 degrees 32 minutes east 1304.5 feet to an iron pipe in the line of what was formerly known as “The Little Mill Property” but now a part of this tract; thence northeast along said Mill tract... (7) north 51 degrees 21 minutes west 1471.8 feet to a monument on the northerly edge of the so-called Jones Road and corner to land formerly of Charles Penn, see deed dated May 3, 1861, Book of Deeds 26, page 95, later of Ann Eliza Penn, see deed dated May 13, 1873, Book 71, Page 201...

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Jargon, colloquialisms, and abbreviations

- ACSM = American College of Sports Medicine
- BMP = bone morphogenic protein
- IP = ???

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Sentence construction and punctuation

- Run on sentences
- Fragments
- Sequencing phrases
 - *We could see the pelicans swooping and diving with binoculars.*
- Punctuation again: missing, extraneous, wrong
- Proofread!



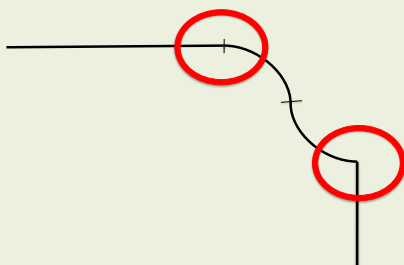
82

Copying a writing style

- “Containing 43.9283 acres of land more or less.”
- “Subject to an easement to JCP&L as per Item 9 in Schedule B-2 of the Title Commitment... Subject to an accurate and complete title search.”
- “Thence along said northerly line of the road the following four courses:
 - N 89°45’23” E, 123.45 feet;
 - Curving to the north along an arc having a radius of 25 feet...

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Relationships between lines



84

The paramount endeavors

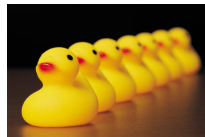
- Intent
- Clarity
- Completeness

Knowledge and creativity to meet linguistic challenges and avoid legal challenges

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Last reminders

- Legal = sufficient to locate
- Spelled out words vs. numerals
- Walking around the parcel
- Calls to both physical and record monuments
- Significant figures (not just decimals!)
- Mathematical closure



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