

Property Problems Can Grow by Metes & Bounds
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I previously have discussed some fundamentals of successful real-estate transactions, including surveys and title commitments and the valuable information included therein. Another of the fundamentals is the all-important legal description of the property being bought, sold, or leased.

An accurate legal description of real property is critical when rights are conveyed through a deed or lease. However, my experience has revealed that errors often are made in legal descriptions, which can result in considerable headaches for those left to clean up the resulting title problems.

Mistakes often appear in “metes-and-bounds” legal descriptions, which contain a series of instructions using directional bearings and distances between a series of identified points to describe the boundaries of a parcel of land. Such legal descriptions can be lengthy. For some large or oddly shaped parcels, these descriptions can contain dozens of point-to-point instructions and stretch to more than a typed page in length. Parties working with such legal descriptions should proofread them very carefully and understand how such descriptions work. If you’re selling, buying or leasing property that is described in this fashion and you don’t understand how to interpret a metes-and-bounds description, find someone who does. Mistakes in such legal descriptions have had painful, expensive consequences for property owners.

For example, an owner who in the 1960s owned two adjacent city lots, one vacant and the other improved with a house, inadvertently confused which metes-and-bounds description applied to which parcel. In 1969, through two separate deeds to separate buyers, the seller described the improved parcel but included the address for the vacant lot in the deed to one buyer, and described the vacant lot but included the address for the improved lot to the other buyer. The buyers, not recognizing the mistake, both paid attention to the address, not to the legal description. In most jurisdictions, the legal description on a deed is controlling over an address. The buyer who paid much more for the improved lot was given a deed conveying the vacant lot, and the buyer who paid less for the vacant lot was given a deed conveying the improved lot. Corrective deeds were required to clear up a series of mistakes that had commenced nearly 50 years ago.

Other examples I have run across include mistakes in legal descriptions for the locations of buildings in a condominium development, such that the legal descriptions for four of the buildings were more than 150 feet off from their true locations, and an error in a metes-and-bounds description of land in a 1970s oil and gas lease that accidentally described a parcel of ground 500 feet away from the intended property.

While mistakes are most common in complicated metes-and-bounds descriptions, they also occur in descriptions of lots and blocks in subdivisions and in public land survey system legal descriptions (such as “the East half of the Northeast quarter of Section 23”).

It is good practice to ensure that the legal description in a deed or lease is correct. We all can make mistakes, but when we proofread, ask others to proofread, and understand the legal descriptions in such documents, we're less likely to suffer the harmful consequences of legal-description mistakes.

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