

LEGAL DESCRIPTIONS AND SURVEYS:

An Overview in Oklahoma

Presented to:
Oklahoma City University
School of Law
"Real Estate Development"
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By
Kraettli Q. Epperson
Attorney at Law
Mee Mee Hoge & Epperson
50 Penn Place
1900 NW Expressway, Suite 1400
OKC, OK 73118
(405) 848-9100
kqe@meehoge.com
www.meehoge.com
www.eppersonlaw.com

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OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract;
if not understood seek advice from an attorney
OKLAHOMA UNIFORM CONTRACT
RESIDENTIAL CONTRACT OF SALE OF REAL ESTATE

This form was created by
the Oklahoma Real Estate
Contract Form Committee and
approved by the Oklahoma
Real Estate Commission.

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

<input type="checkbox"/> Conventional Supplemental	<input type="checkbox"/> Single Family Mandatory Homeowners' Association Supplemental
<input type="checkbox"/> FHA Supplemental	<input type="checkbox"/> Condominium Association Supplemental
<input type="checkbox"/> VA Supplemental	<input type="checkbox"/> Townhouse Association Supplemental
<input type="checkbox"/> Assumption/Other	<input type="checkbox"/> Supplemental Addendum
<input type="checkbox"/> Seller Carry	

PARTIES. THE CONTRACT is entered into between:

_____ "Seller"
and _____ "Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. The Contract shall be executed by original signatures of the parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo or fax copies). All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in _____ County, Oklahoma.

1. LEGAL DESCRIPTION.

Property Address _____ City _____ Zip _____

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral and water rights owned by Seller unless expressly reserved by Seller in the Contract and excluding mineral rights previously reserved or conveyed of record (collectively referred to as "the Property").

- 2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS.** This is a CASH TRANSACTION unless a Financing Supplement Agreement is attached. The Purchase Price is \$_____. payable by Buyer as follows:
Buyer has paid \$_____ as Earnest Money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. Upon execution of the Contract, the Earnest Money shall be deposited in the trust account of _____ or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs. If interest accrues on Earnest Money Deposit in Listing Broker's trust account, said interest shall be paid to "Oklahoma Housing Foundation".

- 3. CLOSING, FUNDING AND POSSESSION.** The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before _____ ("Closing Date") or not later than _____ days (five [5] days if left blank) thereafter caused by a delay of the Closing process, or such later date as may be necessary in the Title Evidence provision (reference Paragraph 10 D and E). Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|---|---|---|
| • Attic and ceiling fan(s) | • Fireplace inserts, logs, grates, doors and screens | • Outside cooking unit(s), if attached |
| • Bathroom mirror(s) | • Free standing heating unit(s) | • Propane tank(s) if owned |
| • Other mirrors, if attached | • Humidifier(s), if attached | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Central vacuum & attachments | • Water conditioning systems, if owned | • Sprinkler systems & control(s) |
| • Floor coverings, if attached | • Window treatments & coverings, interior & exterior | • Swimming Pool/Spa equipment/accessories |
| • Key(s) to the property | • Storm windows, screens & storm doors | • Attached recreational equipment |
| • Built-in and under cabinet/counter appliance(s) | • Garage door opener(s) & remote transmitting unit(s) | • Exterior landscaping and lighting |
| • Free standing slide-in/drop-in kitchen stove | • Fences (includes sub-surface electric & components) | • Entry gate control(s) |
| • Built-in sound system(s)/speaker(s) | • Mailboxes/Flag poles | • Water meter, sewer/trash membership, if owned |
| • Lighting & light fixtures | | • All remote controls, if applicable |
| • Fire, smoke and security system(s), if owned | | • Transferable Service Agreements and Product Warranties |
| • Shelving, if attached | | |

A. Additional Inclusions. The following items shall also remain with the Property at no additional cost to Buyer:

B. Exclusions. The following items shall not remain with the Property:

5. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on _____ (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the parties.

6. RESIDENTIAL PROPERTY CONDITION DISCLOSURE. No representations by Seller regarding the condition of Property or environmental hazards are expressed or implied, other than as specified in the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Property Condition Disclaimer Statement ("Disclaimer Statement"), if applicable. A real estate licensee has no duty to Seller or Buyer to conduct an independent inspection of the Property and has no duty to independently verify accuracy or completeness of any statement made by Seller in the Disclosure Statement and any amendment or the Disclaimer Statement.

7. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsmen and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

- 1) Disclosure Statement or Disclaimer Statement unless exempt
- 2) Flood, Storm Run off Water, Storm Sewer Backup or Water History
- 3) Psychologically Impacted Property and Megan's Law
- 4) Hazard Insurance (Property insurability)
- 5) Environmental Risks, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint
- 6) Roof, structural members, roof decking, coverings and related components
- 7) Home Inspection
- 8) Structural Inspection
- 9) Fixtures, Equipment and Systems Inspection. All fixtures, equipment and systems relating to plumbing (including sewer/septic system and water supply), heating, cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems

- 10) Termites and other Wood Destroying Insects Inspection
- 11) Use of Property. Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations and dues
- 12) Square Footage. Buyer shall not rely on any quoted square footage and shall have the right to measure the Property.
- 13)

C. TREATMENTS, REPAIRS AND REPLACEMENTS (TRR).

- 1) TERMITE TREATMENTS AND OTHER WOOD DESTROYING INSECTS. Seller's obligation to pay treatment and repair cost in relation to termites and other wood destroying insects shall be limited to the residential structure, garage(s) and other structures as designated in Paragraph 13 and as provided in subparagraph C2b below.
- 2) TREATMENTS, REPAIRS, REPLACEMENTS AND REVIEWS. Buyer or Buyer's Broker, if applicable, within 24 hours after expiration of the time period referenced in 7A, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property and Buyer shall select one of the following:

- a. If, in the sole opinion of the Buyer, results of Investigations, Inspections or Reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of Earnest Money.

OR

- b. Buyer, upon completion of all Investigations, Inspections and Reviews, waives Buyer's right to cancel as provided in Paragraph 7, subparagraph C2a above, by delivering to Seller, in care of Seller's Broker, if applicable, a written list on a Notice of Treatments, Repairs, and Replacements form (TRR form) of those items to be treated, repaired or replaced (including repairs caused by termites and other wood destroying insects) that are not in normal working order (defined as the system or component functions without defect for the primary purpose and manner for which it was installed. Defect means a condition, malfunction or problem, which is not decorative, that will have a materially adverse effect on the value of a system or component).

- i. Seller shall have _____ days (5 days if blank) after receipt of the completed TRR form from Seller's Broker, if applicable, to obtain cost estimates. Seller agrees to pay up to \$_____ ("Repair Cap") of costs of TRR's. If Seller, or Seller's Broker, if applicable, obtains cost estimates which exceed Repair Cap, Seller, or Seller's Broker, if applicable, shall notify Buyer or Buyer's Broker, if applicable, in writing, within two days after receipt of cost estimates.

If the amount of the TRR's exceed the amount of the Repair Cap, Buyer and Seller shall have _____ days (3 days if blank) thereafter to negotiate the payment of costs in excess of Repair Cap. If a written agreement is reached, Seller shall complete all agreed TRR's prior to the Closing Date. If an agreement is not reached within the time specified in this provision, the Contract shall become null and void and Earnest Money returned to Buyer.

- ii. If Seller fails to obtain cost estimates within the stated time, Buyer shall then have _____ days (5 days if blank) to:
 - a) Enter upon the Property to obtain cost estimates and require Seller to be responsible for all TRR's as noted on Buyer's TRR form, up to the Repair Cap; and,
 - b) If the amount of the TRR's exceed the amount of the Repair Cap, Buyer and Seller shall have _____ days (3 days if blank) thereafter to negotiate the payment of costs in excess of Repair Cap. If a written agreement is reached, Seller shall complete all agreed TRR's prior to the Closing Date. If an agreement is not reached within the time specified in this provision, the Contract shall become null and void and Earnest Money returned to Buyer.

D. EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT.

- 1) Failure of Buyer to complete one of the following shall constitute acceptance of the Property regardless of its condition:
 - a. Perform any Investigations, Inspections or Reviews;
 - b. Deliver a written list on a TRR form of items to be treated, repaired and replaced; or
 - c. Cancel the Contract within the time periods in Investigations, Inspections or Reviews Paragraph.
- 2) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, Buyer's inability to obtain a loan based on unavailability of hazard insurance coverage shall not relieve the Buyer of the obligation to close transaction.
- 3) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, any square footage calculation of the dwelling, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

E. INSPECTION OF TREATMENTS, REPAIRS AND REPLACEMENTS AND FINAL WALK-THROUGH.

- 1) Buyer, or other persons Buyer deems qualified, may perform re-inspections of Property pertaining to Treatments, Repairs and Replacements.
 - 2) Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which Contract was signed by Buyer (ordinary wear and tear excepted) subject to Treatments, Repairs and Replacements.
 - 3) All inspections and re-inspections shall be paid by Buyer, unless prohibited by mortgage lender.
8. **RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)
9. **ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.
10. **TITLE EVIDENCE.**

A. BUYER'S EXPENSE. Buyer, at Buyer's expense, shall obtain:

(Check one)

☐ Attorney's Title Opinion, which is not rendered for Title Insurance purposes.

OR

☐ Commitment for Issuance of a Title Insurance Policy based on an Attorney's Title Opinion which is rendered for Title Insurance purposes for the Owner's and Lender's Title Insurance Policy.**B. SELLER'S EXPENSE.** Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):

- 1) A complete surface-rights-only Abstract of Title, last certified to a date subsequent to the Time Reference Date, by an Oklahoma licensed and bonded abstract company;

OR

A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental surface-rights-only abstract last certified to a date subsequent to the Time Reference Date, by an Oklahoma licensed and bonded abstract company;

- 2) A current Uniform Commercial Code Search Certificate; and
- 3) An inspection certificate (commonly referred to as a "Mortgage Inspection Certificate") prepared subsequent to the Time Reference Date by a licensed surveyor, which shall include a representation of the boundaries of the Property (without pin stakes) and the improvements thereon.

☒ **C. LAND OR BOUNDARY SURVEY.** By initialing this space _____, Buyer agrees to waive Seller's obligation to provide a Mortgage Inspection Certificate. Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey, in lieu of a Mortgage Inspection Certificate, that shall then be considered as part of the Title Evidence.

☒ **D. BUYER TO EXAMINE TITLE EVIDENCE.**

- 1) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
- 2) Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

E. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the parties agree to the following:

- 1) Seller, at Seller's expense, shall make reasonable efforts to obtain and/or execute all documents necessary to cure title requirements identified by Buyer; and

- 2) Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and receive a refund of Earnest Money.

F. Upon Closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

11. TAXES, ASSESSMENTS AND PRORATIONS.

- A. The following items shall be prorated to include the date of Closing: (i) General ad valorem taxes for the current calendar year, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing; and (ii) Homeowner's Association assessments and dues, if any, based on most recent assessments.
- B. The following items shall be paid by Seller at Closing: (i) All special assessments against the Property (matured or not matured), whether or not payable in installments; (ii) Documentary Stamps; (iii) all utility bills, actual or estimated; (iv) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (v) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.

12. RESIDENTIAL SERVICE AGREEMENT. (CHECK ONE)

- A. ☐ The Property shall not be covered by a Residential Service Agreement.
- B. ☐ Seller currently has a Residential Service Agreement in effect on the Property. Seller, at Seller's expense, shall transfer the agreement with one (1) year coverage to the Buyer at Closing.
- C. ☐ The Property shall be covered by a Residential Service Agreement selected by the Buyer at an approximate cost of \$ _____. Seller agrees to pay \$ _____ and Buyer agrees to pay the balance.

The Seller and Buyer acknowledge that the real estate broker(s) may receive a fee for services provided in connection with the Residential Service Agreement.

Buyer acknowledges that a Residential Service Agreement does not replace/substitute Property inspection rights.

13. ADDITIONAL PROVISIONS.

14. **MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the parties may pursue legal remedies as provided by the Contract.

15. BREACH AND FAILURE TO CLOSE.

- A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the Earnest Money, or pursue any other remedy available at law or in equity, including specific performance.
- B. **UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Paragraph 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

16. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the party incurring such expenses and shall not be paid from Earnest Money.

B. RELEASE OF EARNEST MONEY. In the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:

- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
- 2) Agreement of disbursement is reached through Mediation;
- 3) Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; or
- 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

17. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer.

18. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

19. EXECUTION BY PARTIES.**AGREED TO BY BUYER:**

On This Date

Buyer's Printed Name

Buyer's Signature

Buyer's Printed Name

Buyer's Signature

AGREED TO BY SELLER:

On This Date

Seller's Printed Name

Seller's Signature

Seller's Printed Name

Seller's Signature

TERMINATION OF OFFER. The above Offer shall automatically terminate on _____ at 5:00 p.m., unless withdrawn prior to acceptance or termination.

EARNEST MONEY RECEIPT AND INSTRUCTIONS

Receipt of \$ _____ ☐ Check ☐ Cash as Earnest Money Deposit, to be deposited in accordance with the terms and conditions of PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS Paragraph. Broker(s) acknowledges receipt of Earnest Money and Listing Broker, if applicable, shall deposit said funds in accordance with Paragraph 2 of this Contract. If deposited in an escrow account other than the Listing Broker, the Listing Broker, if applicable, shall provide a copy of receipt to the Selling Broker.

Date _____ Selling Broker/Associate Signature _____

(Print Name) Selling Broker/Associate _____

Company Name _____

Address _____

Phone _____

Date _____ Listing Broker/Associate Signature _____

(Print Name) Listing Broker/Associate _____

Company Name _____

Address _____

Phone _____

OKLAHOMA LAND TITLE

Sample Legal Descriptions

1. Governmental Survey, Farm or Rectangular
 - a. The Northeast Quarter of the Southwest Quarter (NE/4 SW/4) in Section Twenty-Four (24), Township Three South (T3S), Range Seven West (R7W), Indian Meridian, Rogers County, Oklahoma, according to the government survey thereof.
 - b. Lot Three (3) of Section One (1), Township One North (T1N), Range Two East (R2E), Cimarron Meridian, Texas County, Oklahoma, according to the government survey thereof.
2. Metes and Bounds
 - a. Beginning at a point South 100.2 feet and West 710.5 feet of the Northeast Corner (NE/C) of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Four (4), Township Five North (T5N), Range Four West (R4W), Indian Meridian, Carter County, Oklahoma, thence South 220.0 feet, thence N. 89°20'15" E 190.4 feet, thence North 220.0 feet, thence S. 89°20'15" W 190.4 feet to the point of beginning.
 - b. A part of Lot 83, Block 8, SOUTHERN OAKS ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at a point 275.00 feet North of the Southeast corner of said Lot 83; thence due West for a distance of 206.86 feet to a point on the West line of said Lot 83; thence North 17°00'13" East on the Westerly line of said Lot 83 for a distance of 206.03 feet; thence North 26°27'16" East on the Westerly line of said Lot 83 for a distance of 62.07 feet to the Northwest corner of said Lot 83; thence South 52°27'23" East on the Northerly line of said Lot 83 for a distance of 62.27 feet to a point of curve; thence to the left on the arc of a curve having a radius of 75.00 feet for a distance of 46.45 feet; thence to the right of the arc of a curve having a radius of 25.00 feet for a distance of 39.27 feet to a point on the East line of said Lot 83; thence South 00°03'41" West for a distance of 177.39 feet to the point or place of beginning, as shown by the recorded plat thereof.
3. Platted

Lots One (1), Two (2) and Seven (7), all in Block Two (2), SOUTHERN HEIGHTS ADDITION to the City of Bowlegs, Beckham County, Oklahoma, according to the recorded plat thereof.

The Public Land Survey Systems of the United States

The Public Land Survey Systems of the United States

There are two generally distinct systems of land surveys in the United States: (1) The system of surveys and lands in which each parcel of land is individually described and bounded, and (2) the system of rectangular surveys under which the land is divided broadly into regular townships, sections, and sections thereof.

The original system of surveys and lands is used generally in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, Pennsylvania, New Jersey, Maryland, Delaware, Virginia, North Carolina, South Carolina, Georgia, Tennessee, Kentucky, Texas, and parts of Ohio.

The system of rectangular surveys is used generally in the western half of the United States, and is divided into two main classes: (1) The "Principal Meridian" system, and (2) the "Base Line" system.

The "Principal Meridian" system is used generally in the western half of the United States, and is divided into two main classes: (1) The "Principal Meridian" system, and (2) the "Base Line" system.

The "Base Line" system is used generally in the western half of the United States, and is divided into two main classes: (1) The "Principal Meridian" system, and (2) the "Base Line" system.

Township and Range Survey System

Each square on this map represents 36 Townships and is a Township or 36 other squares.

Areas in which old State and Survey Systems are used are left blank.

Copyright by RAND McNALLY & COMPANY, CHICAGO, ILL.

The United States Military Team insisted in order that to subdivide into 5 mile square townships instead of 6

There are two separate and distinct systems of land surveys in the United States (1) The system of metes and bounds in which each parcel of land is individually described and bounded, and (2) the system of rectangular surveys under which the land is divided generally into equalized townships, sections, and fractions thereof.

The orange system of nests and tunnels is used generally in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, Pennsylvania, New Jersey, Maryland, Delaware, Virginia, North Carolina, South Carolina, Georgia, Tennessee, Kentucky, Texas, and parts of Ohio. Each parcel of land would be a unit, as described independently, and is not tied to any system of base lines.

The system of portmanteau surveys was inaugurated in 1934 and the base governing its administration has been the Federal Bureau of Investigation. It has referred to all of the United States with the exception of the states listed above. Under the system the lands are divided into "counties," a name square, which are referred to have been established by the federal government. The base has been running north and south and known as "Principal Meridian" while the east and west base have been called simply "East Line" and "West Line." The township numbers east or west of the Principal Meridian are designated as ranges; the number north and south of the East Line are known as the township. I would simply as "Township 14 North, Range 1 East" would

mean that the township is situated 20 tiers north of the Base Line for the Principal Meridian and 7 ranges west of that meridian. Guide Meridians, at intervals of 20 miles east and (or) west of the Principal Meridian, are extended north and (or) south from the Base Line; Standard Parallel, at 24 mile intervals north and (or) south of the Base Line, are extended east and (or)

The Township is 8 miles square. It is divided into 36 square-sections, of 360 acres each which may be divided and subdivided as desired. The diagram herewith shows the system of numbering the sections and the usual method of subdividing them.

system. The boundaries of the land parcels in the southeast quarter of section 16 in Township 6 North and Range 1 East of the 9th Principal Meridian (see referring to the map the approximate location of this 9th Principal Meridian) are shown in Figure 1.

Longacre farms of land are of course, also described by section and township within the rectangular survey system. They are, however, tied in to the permanent established under the rectangular system.

Section 16 in Township 6 North and Range 1 East survey system in the State of Iowa are the "Mount of Lebanon" for the Survey of the Public Lands of the United States owned by the Bureau of Land Management of the Department of Interior.

Principal Meridian, Base Lines and Arrows controlled thereby

Each square on this map represents 36 Townships and is 6 Townships or 36 miles square

Arrows in which are Meridian and Base's Arrows are used as left hand

Township and Range System

A Township Divided into Sections

A Section Sub-Divided into Acres

Principal Maritime Base Lines and
Arms controlled thereby

Each square on this map represents
36 Townships and is 4 Townships or 36
square miles.

Areas in which old Myles and World's
Systems are used are full black.

Township and Range System

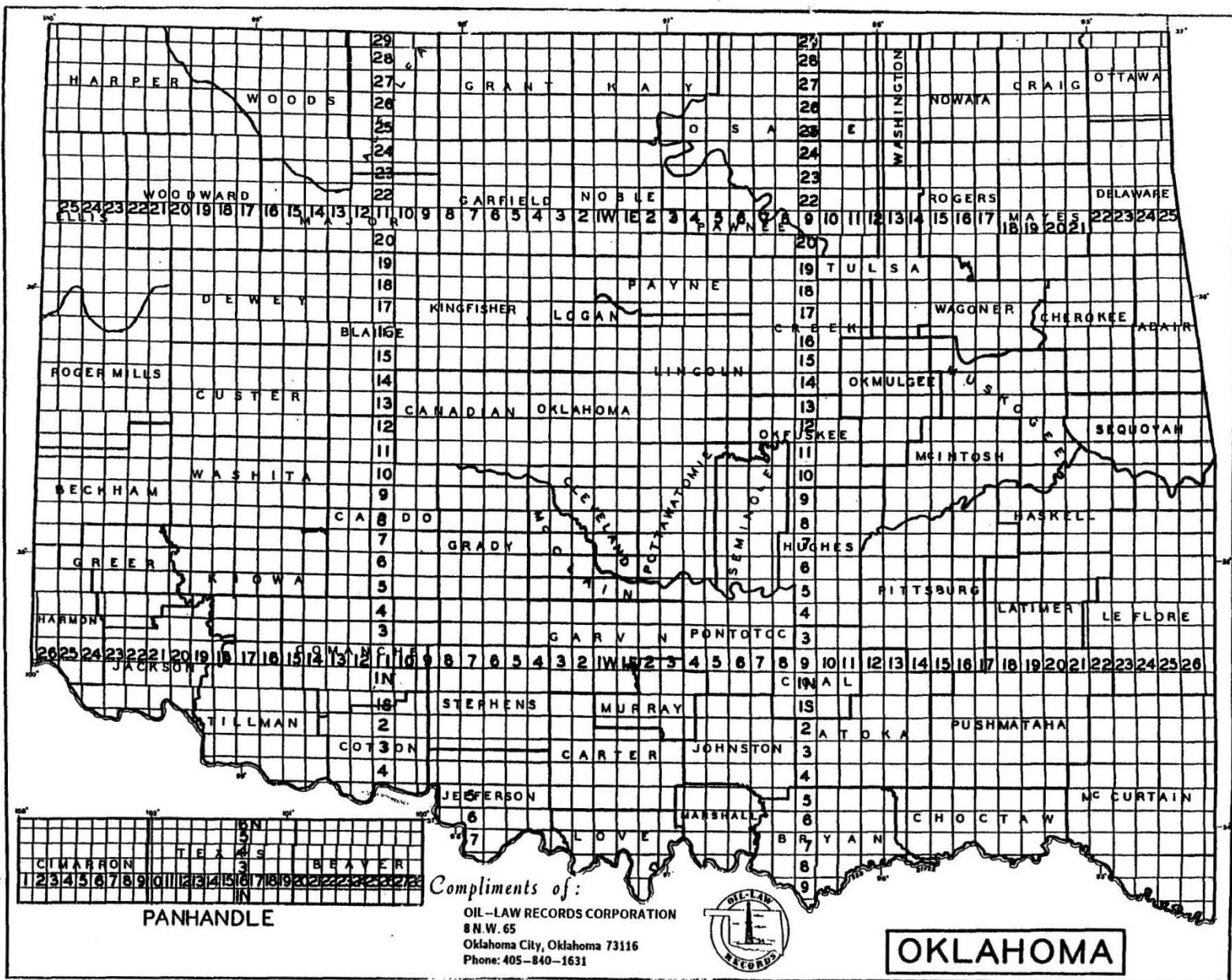
A Township Divided into Sections

A Section Published and Sold

இதற்கிடையேயும் இவ்
வகையில் எழுந்திருக்கிறது
இதற்கிடையேயும் இவ்

**MERIDIANS AND BASE LINES OF THE UNITED STATES
RECTANGULAR SURVEYS**

Meridian	Governing Surveys Wholly or in Part in States of	Initial	Points
		Latitude	Longitude
Black Hills	South Dakota	43 59 44	104 03 16
Boise	Idaho	43 22 21	116 23 35
Chickasaw	Mississippi	35 01 58	89 14 47
Choctaw	Mississippi	31 52 32	90 14 41
Cimarron	Oklahoma	36 30 05	103 00 07
Copper River	Alaska	61 49 04	145 18 37
Fairbanks	Alaska	64 51 50†	147 38 25†
Fifth Prin.	Arkansas, Iowa, Minnesota, Missouri, North Dakota & South Dakota	34 38 45	91 03 07
First Prin.	Ohio and Indiana	40 59 22	84 48 11
Fourth Prin.	Illinois	40 00 50	90 27 11
Fourth Prin.	Minnesota & Wisconsin	42 30 27	90 25 37
Gila & Salt R.	Arizona	33 22 38	112 18 19
Humboldt	California	40 25 02	124 07 10
Huntsville	Alabama & Mississippi	34 59 27	86 34 16
Indian	Oklahoma	34 29 32	97 14 49
Kateel R	Alaska	65 26 16†	158 45 31†
Louisiana	Louisiana	31 00 31	92 24 55
Michigan	Michigan & Ohio	42 25 28	84 21 53
Mount Diablo	California & Nevada	37 52 54	121 54 47
Navajo	Arizona	35 44 56	108 31 59
New Mexico Prin	Colorado & New Mexico	34 15 35	106 53 12
Principal	Montana	45 47 13	111 39 33
Salt Lake	Utah	40 46 11	111 53 27
San Bernardino	California	34 07 13	116 55 48
Second Prin	Illinois & Indiana	38 28 14	86 27 21
Seward	Alaska	60 07 37	149 21 26
Sixth Prin	Colorado, Kansas, Nebraska, South Dakota & Wyoming	40 00 07	97 22 08
St. Helena	Louisiana	30 59 56	91 09 36
St. Stephens	Alabama & Mississippi	30 59 51	88 01 20
Tallahassee	Florida & Alabama	30 26 03	84 16 38
Third Prin	Illinois	38 28 27	89 08 54
Uintah	Utah	40 25 59	109 56 06
Umiat	Alaska	69 23 29†	152 00 04+
Ute	Colorado	39 06 23	108 31 59
Washington	Mississippi	30 59 56	91 09 36
Willamette	Oregon & Washington	45 31 11	122 44 34
Wind River	Wyoming	43 00 41	108 48 40



TOWNSHIP PLAT

County _____
Sec. _____ Township No. _____ Range _____ of _____ Principal Meridian
NORTH

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

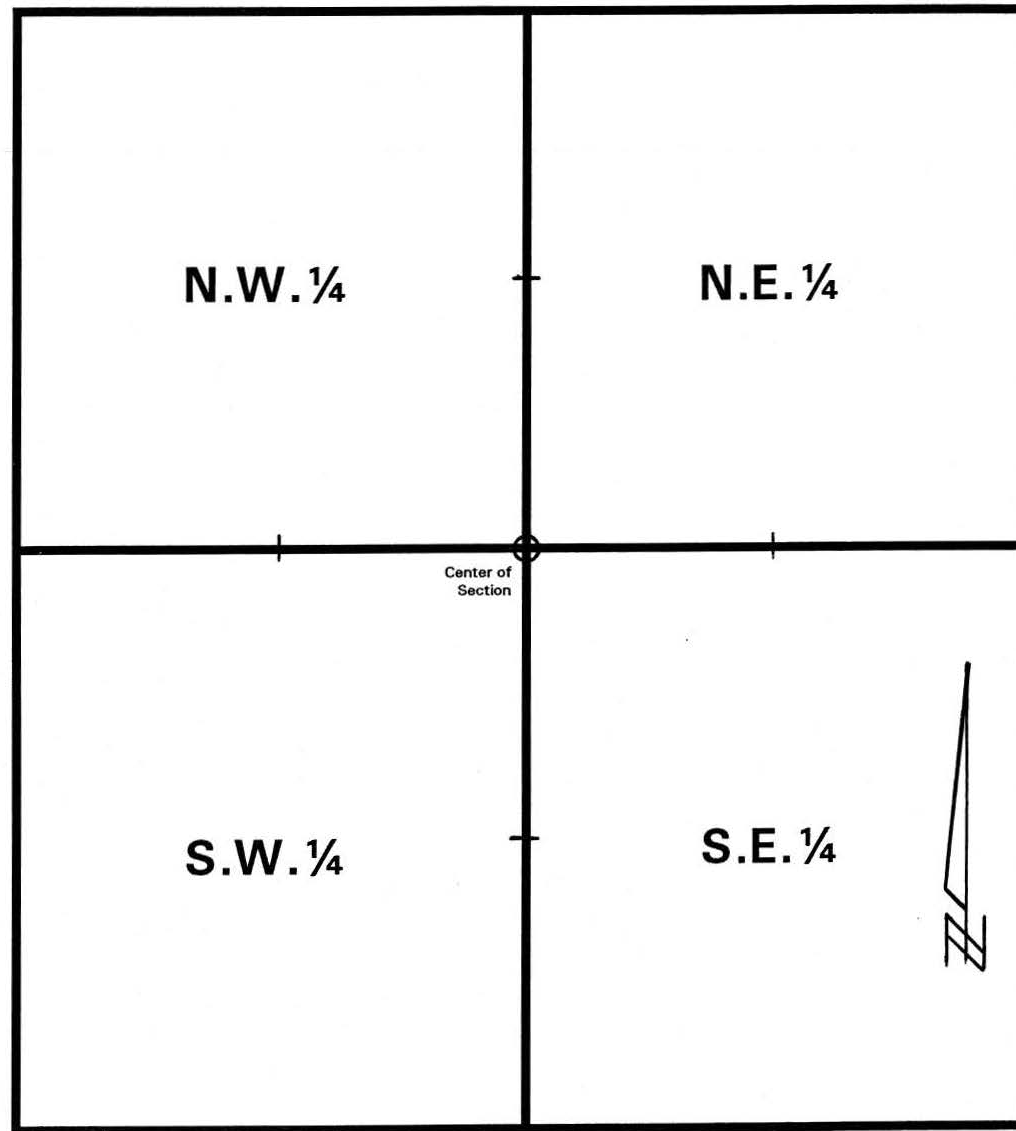
Full Section

SEC.

TWP.

RANGE

SCALE



A SECTION OF LAND - 640 ACRES

Quarter Section and Subdivisions Thereof

N.W. CORNER				N. 1/4 CORNER				N.E. CORNER															
NW 1/4 160 ACRES								W 1/2, NE 1/4 80 ACRES				E 1/2, NE 1/4 80 ACRES											
W. 1/4 CORNER								Center of Section				E. 1/4 CORNER											
W 1/2 NW 1/4 SW 1/4 20 ACRES				E 1/2 NW 1/4 SW 1/4 20 ACRES				N 1/2 NE 1/4 SW 1/4 20 ACRES S 1/2 NE 1/4 SW 1/4 20 ACRES				NW 1/4 SE 1/4 40 ACRES				NE 1/4 SE 1/4 40 ACRES							
N 1/2 NW 1/4 SW 1/4 SW 1/4 5 ACRES				W 1/2 NE 1/4 SW 1/4 SW 1/4 5 ACRES		E 1/2 NE 1/4 SW 1/4 SW 1/4 5 ACRES		NW 1/4 SE 1/4 SW 1/4 SW 1/4 10 ACRES				NE 1/4 SE 1/4 SW 1/4 SW 1/4 10 ACRES				SW 1/4 SE 1/4 40 ACRES				SE 1/4 SE 1/4 40 ACRES			
2 1/2 ACRES		2 1/2 ACRES		SE 1/4 SW 1/4 SW 1/4 SW 1/4 10 ACRES				SW 1/4 SE 1/4 SW 1/4 SW 1/4 10 ACRES				SE 1/4 SE 1/4 SW 1/4 SW 1/4 10 ACRES											
S.W. CORNER								S. 1/4 CORNER								S.E. CORNER							

A rod is 16 1/2 feet
A chain is 66 feet or 4 rods
A link is 1/100 of a chain or 7.92 inches
A mile is 320 rods, 80 chains, or 5,280 feet

A square rod is 272 1/4 square feet
An acre contains 43,560 square feet
An acre contains 160 square rods
An acre is about 208 3/4 feet square
An acre is 8 rods wide by 20 rods long - or any
two numbers (of rods) whose product is 160.

To reduce square feet to acres, .000023 is the
reciprocal of 43,560 square feet. Multiply the
number of square feet by .000023, or
multiply by 23 and count off six places.

ExxonMobil

1
2
3
4
5
6
7
8

0
1=4,000 ft
4,000
8,000
12,000
16,000
20,000
24,000
28,000
32,000

Sec. 21 Twp. 12N, R. 1E.

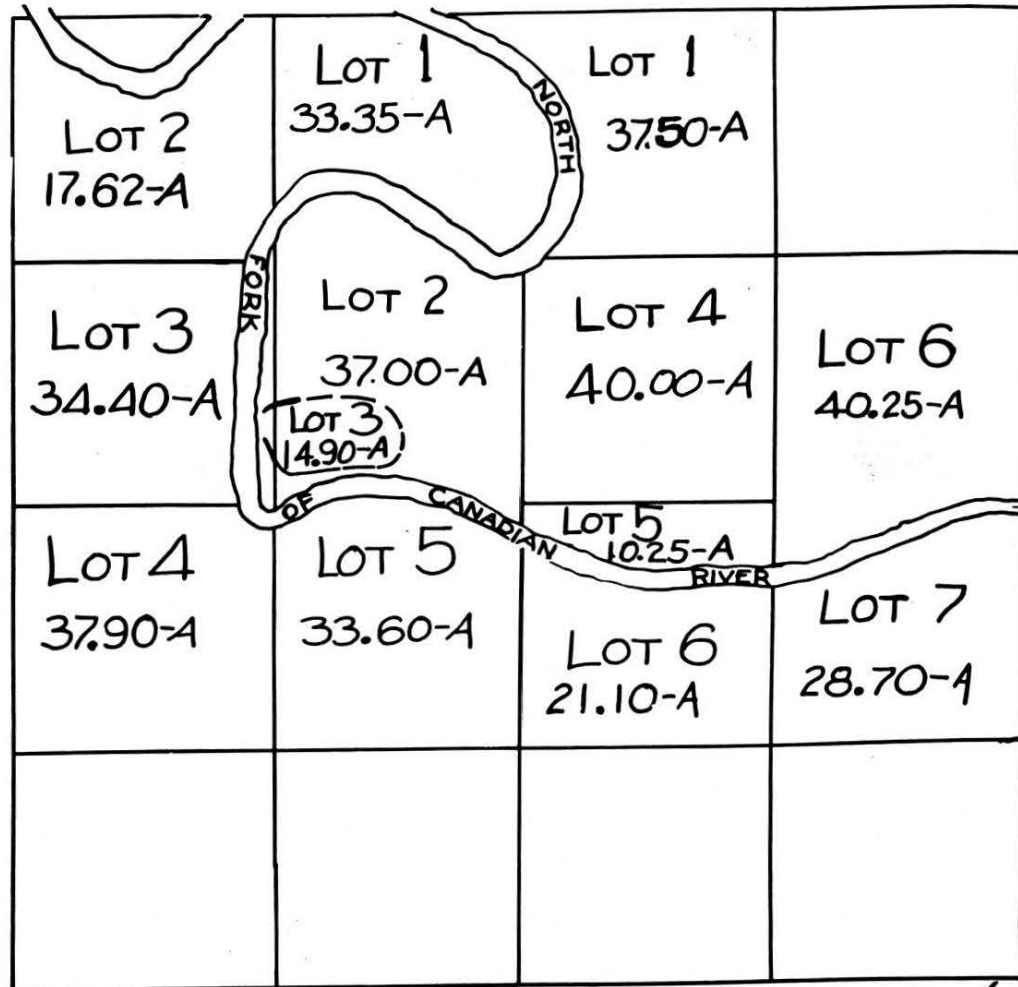


Plate No. 7



GENERAL INFORMATION ABOUT BEARINGS

A. MAJOR COMPONENTS OF A BEARING

1. The first part of a bearing will begin with either North (N) or South (S)
2. Next is the angle written in degrees ($^{\circ}$), minutes ($'$) and seconds ($"$) turned from either North (N) or South (S)
3. The last part of a bearing will end with either East (E) or West (W)

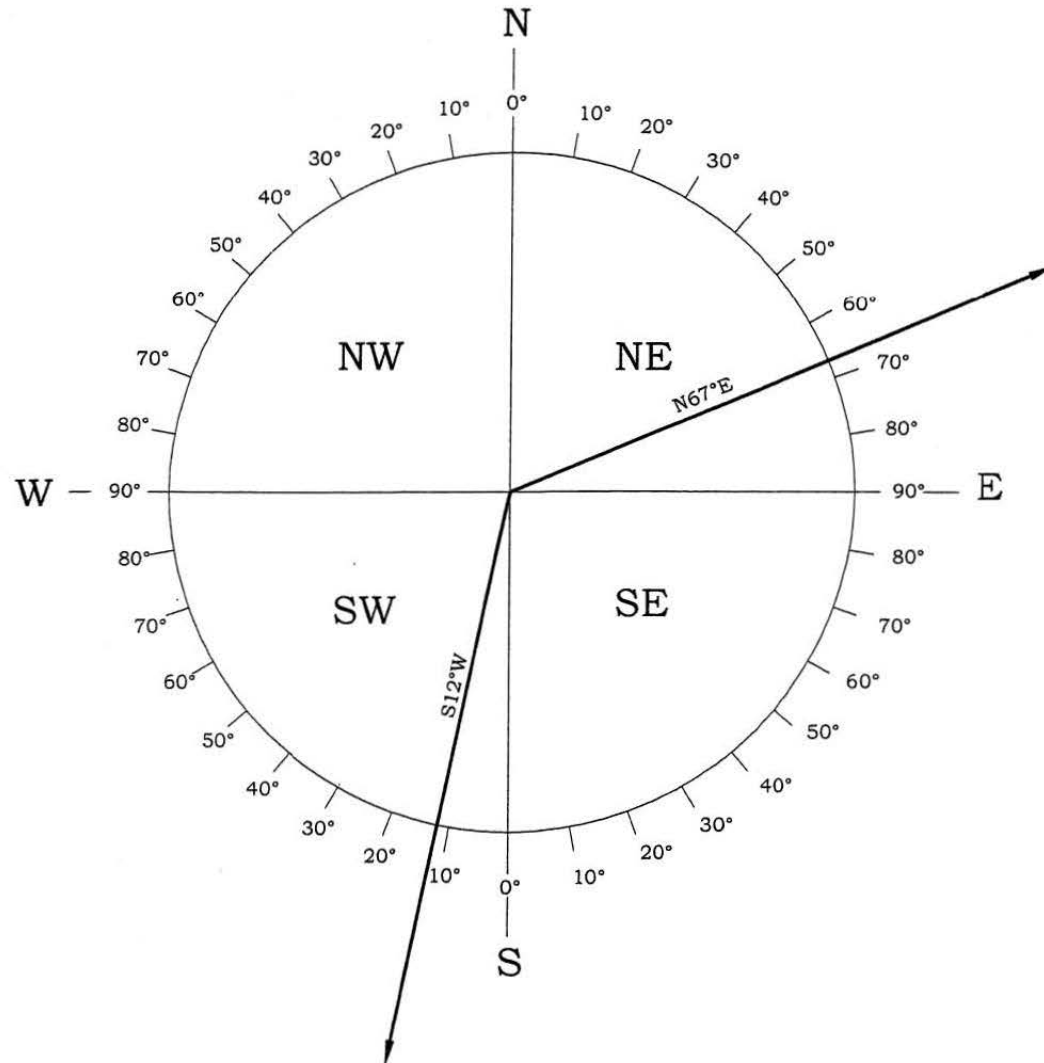
B. CARDINAL DIRECTIONS

1. Due North can be written as N 00°00'00" E or N 00°00'00" W
2. Due South can be written as S 00°00'00" E or S 00°00'00" W
3. Due East can be written as N 90°00'00" E or S 90°00'00" E
4. Due West can be written as N 90°00'00" W or S 90°00'00" W

C. RULE OF THUMB FOR BEARINGS

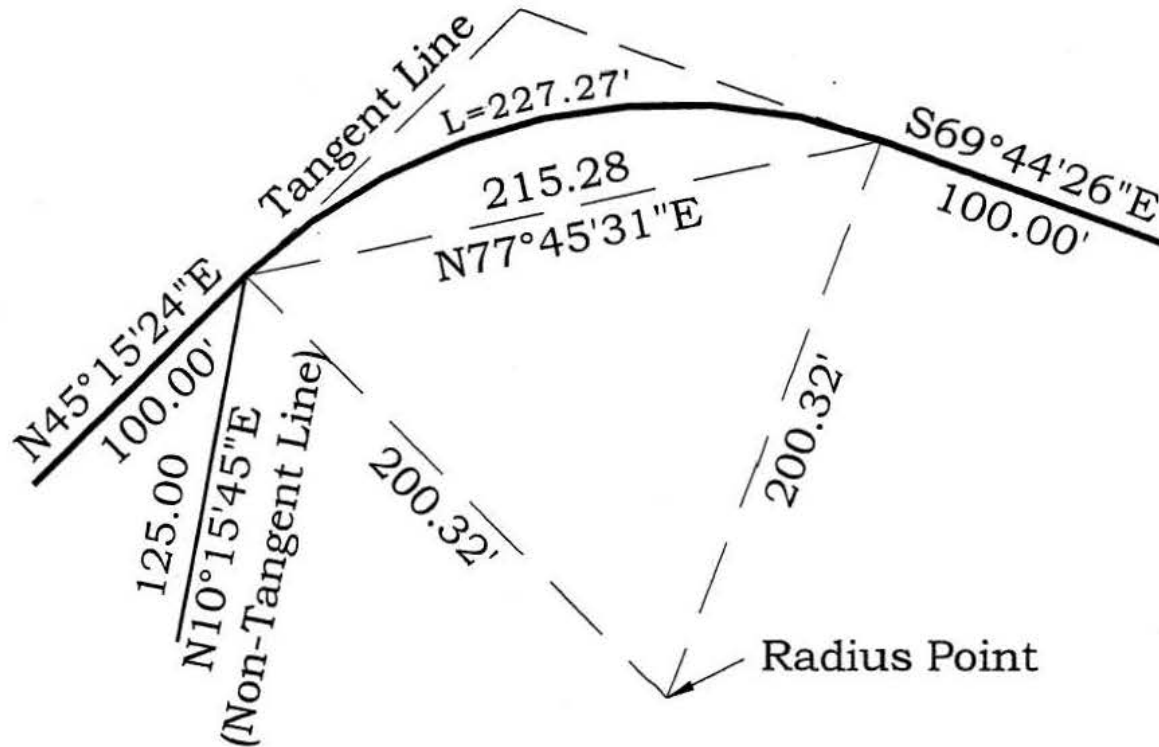
1. The closer the line is to due north or due south, the closer the degrees will be to 00°00'00". The closer the line is to due east or due west, the closer the degrees are to 90°00'00"
2. The number of degrees ($^{\circ}$) recited in a bearing cannot be greater than 90°, the number of minutes ($'$) or seconds ($"$) cannot be greater than 59 (i.e. there is no such bearing at N 95°21'63" E)

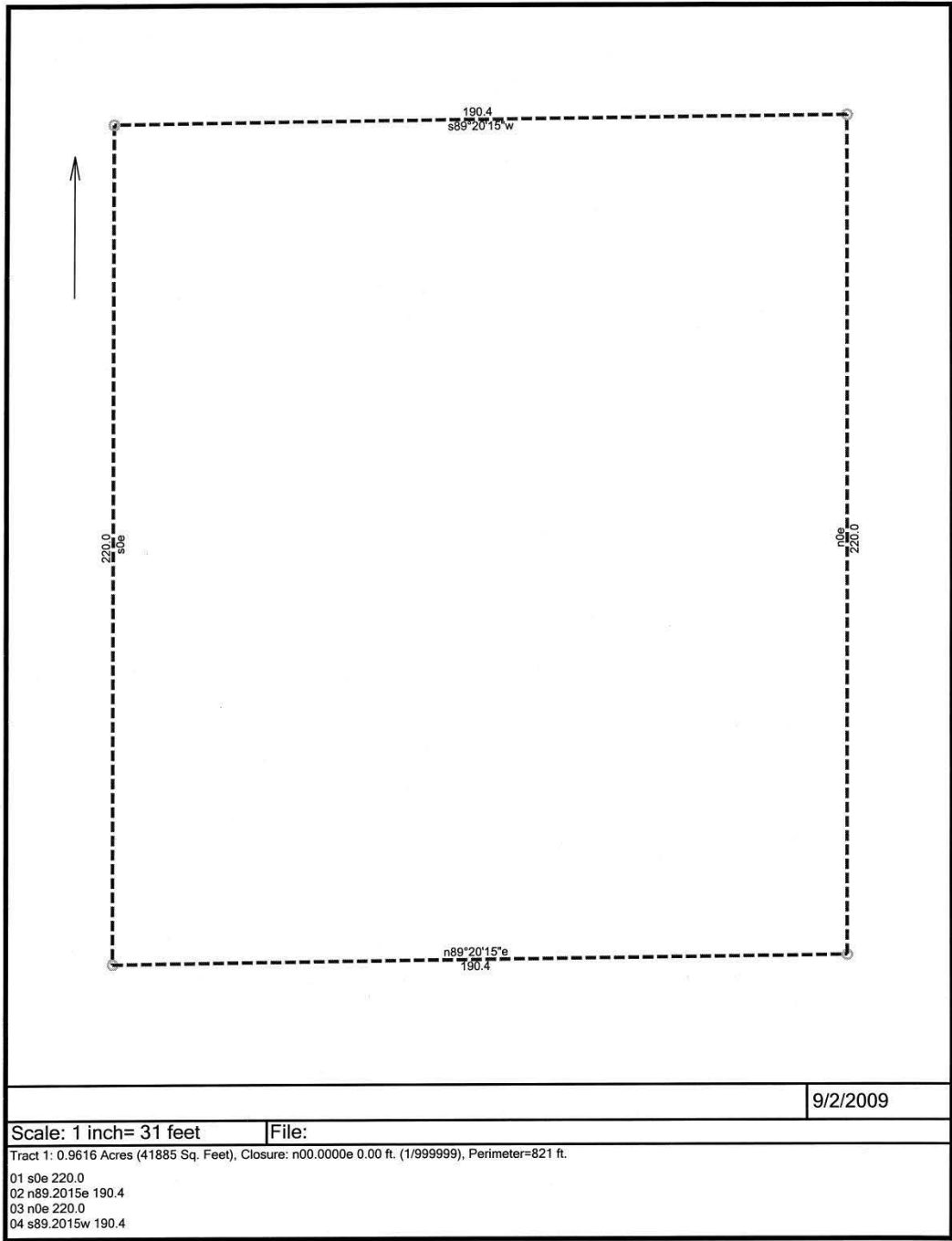
PROTRACTING AN ANGLE

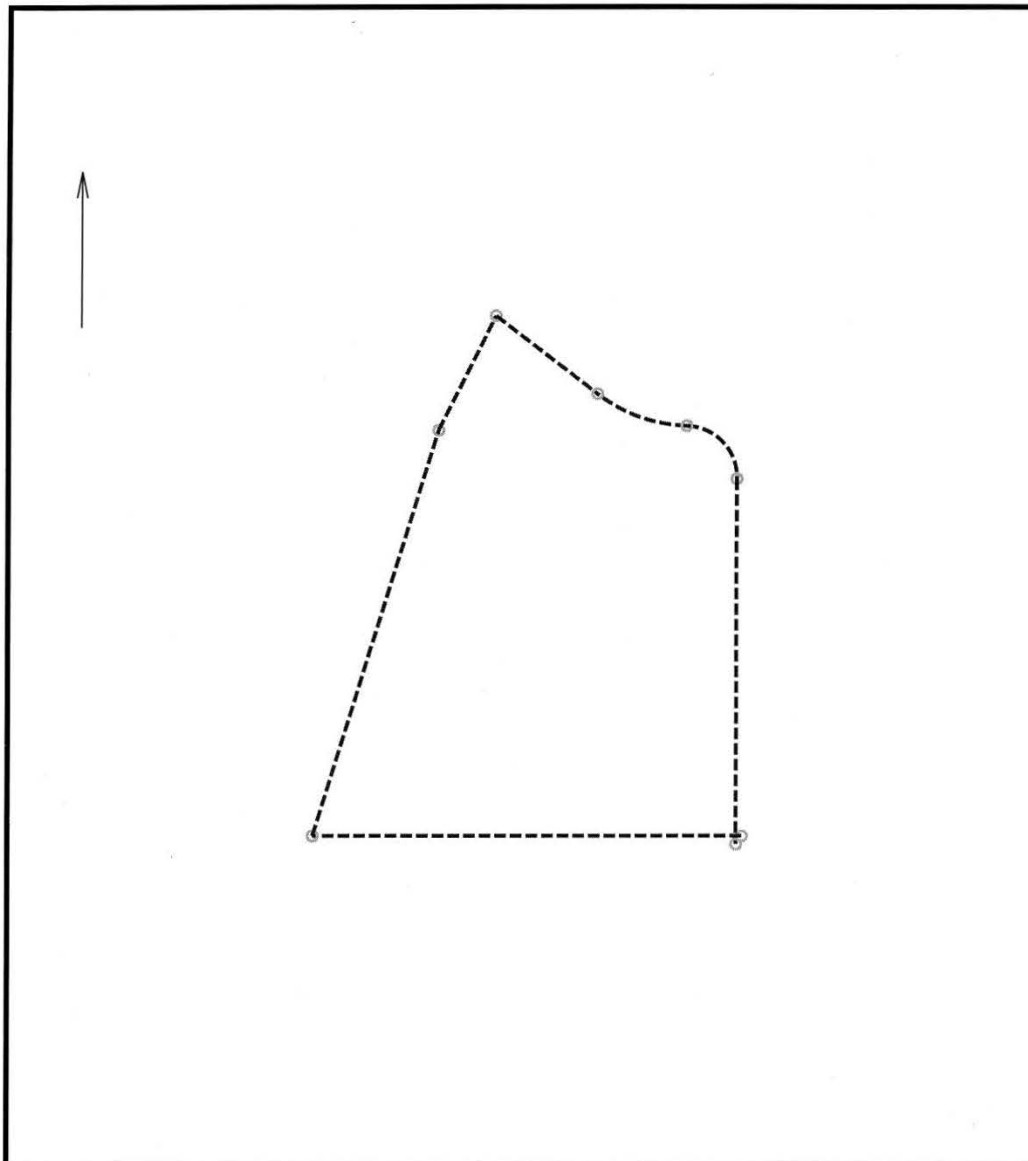


Typical Legal Description

THENCE North 45°15'24" East a distance of 100.00 feet to a point of curvature;
THENCE Easterly on a curve to the right (or concave to the South) having a radius of
200.32 feet, a chord bearing North 77°45'31" East a chord distance 215.28 feet and
an arc distance of 227.27 feet to a point of tangency; THENCE South 69°44'26"
East...







9/2/2009

Scale: 1 inch= 63 feet

File:

Tract 1: 0.8672 Acres (37775 Sq. Feet), Closure: n33.0808e 4.91 ft. (1/163), Perimeter=800 ft.

01 n90.0000w 206.86

07 s00.0341w 177.39

02 n17.0013e 206.03

03 n26.2716e 62.07

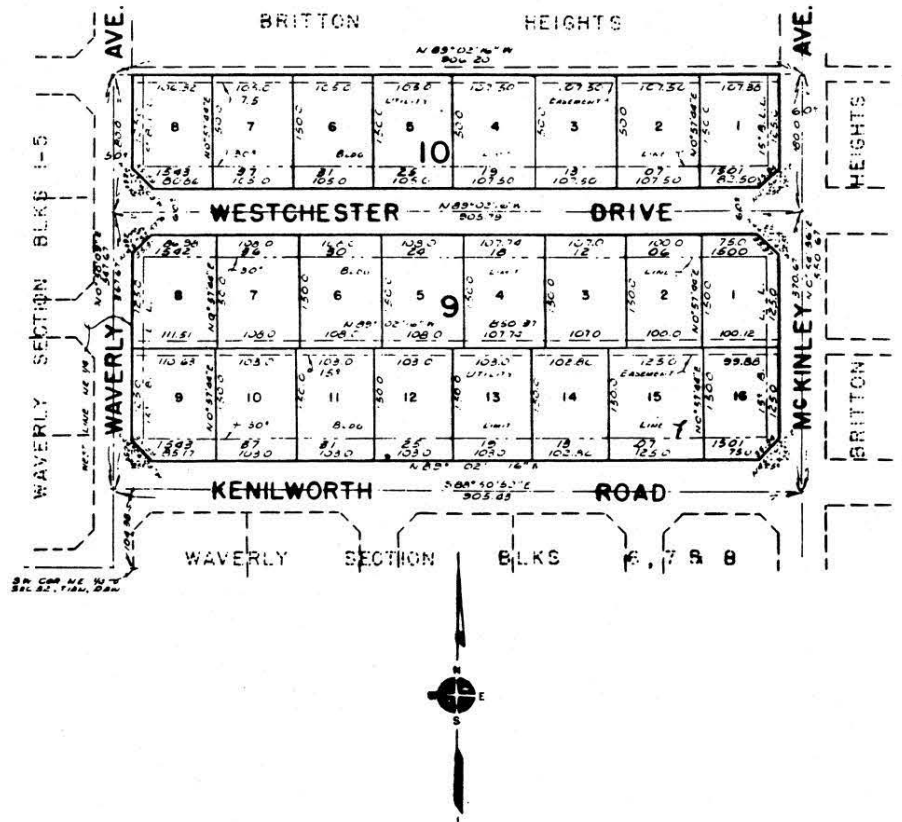
04 s52.2723e 62.27

05 Lt, r=75.00, arc=46.45

06 Rt, r=25.00, arc=39.27

BLOCKS 9 & 10 WAVERLY SECTION OF OKLAHOMA CITY

Being a Subdivision in the NE 1/4, Section 32, Township 13 North, Range 3 West



AMERICAN GUARANTY TITLE COMPANY
4040 N. TULSA
OKLAHOMA CITY, OKLAHOMA 73112

Frequently Asked Questions

Why are boundary surveys so expensive?

Understandably, this is one of the more common questions and there are a number of reasons. In most cases the time spent "behind the scenes" acquiring record information, researching deeds and maps, compiling field and record evidence, calculations, drafting, and preparing reports and deed descriptions far exceeds the time spent on the site. This ratio between time spent on the site and time spent elsewhere varies depending on several factors. For example, a small lot with several abutting properties may require less field time to locate boundary evidence because of the relatively close proximity, but may require the same amount of off-site work as a much larger parcel. It may take a day to find and locate field evidence, and 4-6 days of the "behind the scenes" work to complete the survey.

In most cases surveyor's hourly rates are at or below hourly rates of similar professions and are more in line with that of trades like carpenters, electricians, plumbers, and auto mechanics, none of whom assume the kind of liability surveyors do. If a trades person makes an error, he/she will likely be required to go back and fix the resulting problem. The resulting problem from a land surveyor's error may be a multi-million dollar commercial building being built in the wrong spot, or a costly legal battle with an angry abutter. Rarely can we just return and fix a problem resulting from an error.

If you are surveying my lot, why are you and your equipment several houses away?

Depending on how your lot was created, evidence several lots away or even several thousand feet away may be more critical than a pipe at your corner. So while we will locate the pipe at your corner, it may be necessary to locate distant evidence in order to verify the integrity of your pipe.

If it's not a camera, what is it?

It is not uncommon when someone sees us with equipment on a tripod, to ask us what we are taking pictures of. Of course it is not a camera. Most instruments in use today are what is called a total station. A total station combines a telescope that has cross hairs, with an electronic distance measurer, and an electronic angle measurer. The poles with the mirrors on them are called range poles and the mirrors are actually prisms that reflect the infrared light beam that was emitted from the total station back to the total station to determine the distance.

You set a pin in my driveway, that's not my corner!!

It is likely not a pin, but a large nail with some flagging on it (so we can find it again). It is a point in a series of control points or a *traverse*. A traverse is a series of random points positioned so that we can set up the total station over them and measure to boundary evidence and/or significant features that we want to locate. We also measure the angles and distances between these points and calculate a closure of the figure. A traverse enables us to see what we need to locate, reduces the amount of brush and trees we need to cut (versus running down the boundary lines), and enables us to measure our level of precision (closure).

While these nails are not boundary markers, they are very important to our field work and care should be taken not to disturb them. If they are removed or disturbed it may require that the traverse be repeated resulting in a large increase in time and cost.

The pins that we set as boundary markers are 5/8" x 36" rebar with a 2" diameter aluminum identification cap stamped with "Bell Land Services, Boundary Marker".

What is the difference between a boundary survey and a mortgage inspection?

More often than not when someone says they have a survey that they got when they bought the house, they are actually talking about a mortgage inspection. These inspections are also referred to as a mortgage loan inspection or a Class D survey. These inspections have little in common with a boundary survey, which is why we surveyors would prefer that they be referred to as an inspection. There is much confusion surrounding these inspections and they are occasionally used like a boundary survey, sometimes with disastrous results. For this reason some surveyors elect not to perform these inspections.

A mortgage inspection is usually requested by a bank or other lending institution and are intended to protect the banks interest in the property for which they are proposing to lend money. The intent of a mortgage inspection is to have a professional land surveyor inspect the property to look for anything that could adversely affect the title or value of the land. These things include:

- the structures are on the right lot (it happens)
- the structures are in conformance with zoning and setback regulations that were in effect at the time of construction
- there are no encroachments from either side of the boundary lines
- there are no obvious easements or rights of way that are not mentioned in the subject deed
- some banks require that the surveyor determine whether the structure(s) are in a flood hazard area
- anything that could adversely affect the title or value of the property

To accomplish this the land surveyor locates boundary evidence and all the improvements on the lot, draws a sketch of these, and determines whether there are any of the above-described issues with the property.

Unlike a boundary survey, the locations of evidence and improvements are made using methods that are approximate (a compass and measuring tape are commonly used for inspections), and there is no research done. The bank sends the surveyor a copy of the current deed and that is all that is used. We do not read the abutters' deeds or locate evidence on abutting properties. Usually if the surveyor can't find enough evidence to approximate the location of the boundaries, they will stop the inspection and report that a boundary survey is required to determine if there are any issues with the lot. No effort is made to determine the actual location of the boundaries - only an apparent location.

Conversely, the intent of a boundary survey is to accurately determine the location of the boundary lines. In order to do this the subject lot and the abutting lots are researched back to a point where there is a good enough description of the properties to make a determination. This often requires going back to the creation of the lots. Sometimes there never was a good description of a piece of property. For example if you follow the chain of title back on a piece of property to its creation in 1823, and the 1823 deed reads "Bounded northerly by William Smith, Easterly by Benjamin Green, southerly by the widow Baker's lot, and westerly by the heirs of Eben Willard", it is now necessary to determine the 1823 boundaries of the Smith, Green, Baker, and Willard lots in order to determine the original boundaries of the lot you are surveying. Then it is necessary to make sure that you have found all the conveyances in and out of the original parcel (pieces cut off or added to the original piece) from its creation forward, to determine the boundaries of the lot as it exists today.

In addition to the research, a boundary survey is made with more precise field methods, an accurate plan is drawn, and corners are marked. While a mortgage inspection may only take a few hours to complete, it is unusual for a boundary survey to take less than a few days.

How much will my survey cost?

Surveyors usually wish we didn't have to answer this question. Not because we have anything to hide, but because it is often very difficult to predict. The field work is generally predictable. It is not hard to estimate how long you think it will take to layout and run a traverse around a given piece of property. What is unpredictable is the amount of time that will be required to research the property and/or determine the boundaries. Given two similar sized pieces of property, one may require a day or less of research, while the other may take a week or more. One piece may have evidence that matches the record description (deeds, plans) and have no conflicts with abutting deeds. The other may have deeds that were never recorded in the Registry of Deeds, vague or erroneous deed descriptions, descriptions that conflict with abutting deeds, and other issues that require large amounts of time to resolve. Furthermore, it may be necessary to have additional traverse to locate evidence far from the lot being surveyed. This in turn may lead to far exceeding the estimated time and cost for the field work.

Of course most of us can not afford to hire someone to survey our land without having some idea what the cost will be. And as with any other service, it is usually wise to get estimates from more than one firm unless you have experience and confidence in the integrity of a particular firm. Estimates may be hard for us to nail down, but never proceed without one.

Types of Land Surveys

Several (but not all) types of Land Surveys (in alphabetical order):

ALTA Survey or Extended Title Insurance Coverage Survey

A survey made for the purpose of supplying a title company and lender with survey and location data necessary for the issuing of title and/or mortgage insurance. A detailed map is required to be done to “ALTA” specifications. The acronym "ALTA" stands for American Land Title Association. Specifications of this type of Survey include (but are not limited to) determining property lines, location of improvements, identifying all easements, utilities and other conditions affecting the property. ALTA surveys are very comprehensive surveys and typically cost thousands of dollars and take weeks to complete. Any ALTA Land Survey must meet the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as adopted by the American Land Title Association, the American Congress on Surveying and Mapping, and the National Society of Professional Surveyors. The Alta Survey is most often performed on commercial properties. Boundary Survey

A boundary survey establishes the true property corners and property lines of a parcel of land. Boundary surveys are typically performed to obtain building permits, to resolve property disputes, and for erecting fences. Easement lines may also be located, if requested, with this type of survey.

Cadastral Survey

Original survey, resurvey, or retracement of public lands within the Public Land Survey System of the United States for restoration of property lines. Construction Survey

Survey measurements made prior to or while construction is in progress to control elevation, horizontal position, dimensions, and configuration, i.e. stakeout of line and grade for buildings, fences, roads, etc.

Control Survey

A Land Survey providing precise locations of horizontal and vertical positions of points for use in boundary determination, mapping for aerial photographs, construction staking, or other needs. Court Exhibit or

Judicial Survey

Analysis of various legal descriptions and survey maps; field locating of record, existing monuments, and physical features; and mapping showing this information for the purpose of presenting a visual exhibit to be used in a courtroom. In some areas of the US, this may also be known as a "Torrens" Survey of "Registered" or "Torrens" land. A "Judicial" Survey is a Land Survey ordered by the courts system, at times setting "Judicial Land Marks", also referred to as "JLM's". Some also may refer to these as "JM's" which stand for "Judicial Monument", or "Judicial Marker".

Elevation or Floodplain Survey

Elevation surveys determine the elevation of various sections of a building or land. Typically these are used to aid in building plans and to determine if a property is in a flood zone. Geodetic Survey A Land Survey which is affected by and takes into account the curvature of the earth and astronomic observations.

GIS and LIS Surveying and Mapping

Geographic Information Systems and Land Information Systems. Hydrographic and Underwater Surveys Collect data relating to bodies of water, and may include the water depth, bottom contours and configuration, directions and velocity of current, heights and water stages, and the location of fixed objects for navigational purposes.

Lot Split Survey

Are needed when you may need to divide an existing parcel of land into two or more parcels. All surveys for lot splits include a plat of the new parcels and the required legal description to record the split. It is important to note the size of the original parcel as well as the size of the proposed new parcel(s) in the comments section of the request form in order to receive accurate quotes.

Lot Survey, (aka Site Plan Survey or Plot Plan Survey)

A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments, and obtaining government building permits.

Mining and other Subsurface Surveys

A survey that determines the location and dimensions of underground parts of a mine, including the natural and artificial features of the mine, both above and below ground. These surveys are done with both vertical and horizontal control, locating the features in a three dimensional manner.

Mortgage Inspections: (Not necessarily a Land Survey!)

Are not used for consistent purposes in all States. They are often a product that is provided on residential loans. A drawing may or may not be provided. Be aware that many of these “Mortgage Inspection” surveys are NOT BOUNDARY SURVEYS. Often they are required by lending institutions. Fences and other improvements should not be constructed based on a mortgage inspection. This is because boundary lines are not determined on many “Mortgage Inspection” surveys. Look for the “Certification” of the Land Surveyor, which usually includes the signature with the Land Surveyor’s license number, and State of Practice.

Mortgage Location Survey: (Not necessarily a Land Survey!)

These surveys are typically used by title companies and mortgage lenders to obtain proof that the major improvements on the property are free of encroachments onto neighboring properties or into recorded easements. Mortgage surveys do not establish property corners or property lines and may not be used for building purposes.

Plot Plan Survey, (aka Site Plan Survey or Lot Survey)

A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments, and obtaining government building permits. Quantity Surveys Obtains measurements of quantities, usually in conjunction with a construction process, earthwork, etc. Often times the Land Surveyor works closely with a Civil Engineer, Architect, or Landscape Architect.

Record or As-Built Survey

A survey performed to obtain horizontal and or vertical dimensional data so that a constructed facility may be delineated, i.e. foundation survey, or as-built of improvements. Specifically, an As-Built Survey is a survey to physically locate structures and improvements on a parcel of land, generally for mortgage purposes. This does not always include boundary monumentation.

Registered Land Survey (aka R.L.S.)

A survey of “registered” (Torrens-title) land, usually done to shorten lengthy legal descriptions, or divide larger parcels of “Torrens-title” land into smaller tracts.

Route Survey

Reconnaissance, preliminary survey and location survey for an alignment or linear type feature such as a road, railroad, canal, pipeline or utility line.

Site Plan Survey, (aka Lot Survey or Plot Plan Survey)

A combination of boundary and topographic surveys for preparation of a site plan to be used for designing improvements or developments, and obtaining government building permits.

Subdivision Survey

Also known as a “Subdivision Plat”, it is the subdivision of a tract of land into smaller parcels, showing monumentation and mathematical survey data on a map, conforming to local Government (usually County) ordinances.

Topographic Survey

A Land Survey locating natural and man made features such as buildings, improvements, fences, elevations, land contours, trees, streams, etc. This type of survey may be required by a government agency, or may be used by Engineers and/or Architects for the design of improvements or developments on a site.

**MINIMUM STANDARD DETAIL REQUIREMENTS FOR
ALTA/ACSM LAND TITLE SURVEYS**
(Effective February 23, 2011)

1. **Purpose** - Members of the American Land Title Association (ALTA) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers and abstracters, the ALTA and the National Society of Professional Surveyors, Inc. (NSPS) jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/ACSM Land Title Surveys. A complete 2011 ALTA/ACSM Land Title Survey includes the on-site fieldwork required under Section 5 herein, the preparation of a plat or map showing the results of the fieldwork and its relationship to record documents as required under Section 6 herein, any information in Table A herein that may have been negotiated with the client, and the certification outlined in Section 7 herein.

2. **Request for Survey** - The client shall request the survey or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request shall specify that an "ALTA/ACSM LAND TITLE SURVEY" is required and which of the optional items listed in Table A herein, if any, are to be incorporated. Certain properties, including, but not limited to, marinas, campgrounds, trailer parks and leased areas, may present issues outside those normally encountered on an ALTA/ACSM Land Title Survey. The scope of work related to such properties should be discussed with the client, lender and insurer, and agreed upon in writing prior to requesting the survey. The client may need to secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. **Surveying Standards and Standards of Care**

- A. **Effective Date** - The 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are effective February 23, 2011. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are superseded by these standards.

- B. **Other Requirements and Standards of Practice** - Some Federal agencies, many states and some local jurisdictions have adopted statutes, administrative rules and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors shall also conduct their surveys in accordance with all applicable jurisdictional requirements and standards of practice. Where conflicts between the standards set forth herein and any such jurisdictional requirements and standards of practice occur, the more stringent shall apply.
- C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the 'prudent surveyor' in those locales.
- D. **Boundary Resolution** - The boundary lines and corners of any property being surveyed as part of an ALTA/ACSM Land Title Survey shall be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and survey.
- E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
 - i. "Relative Positional Precision" means the length of the semi-major axis, expressed in feet or meters, of the error ellipse representing the uncertainty due to random errors in measurements in the location of the monument, or witness, marking any corner of the surveyed property relative to the monument, or witness, marking any other corner of the surveyed property at the 95 percent confidence level (two standard deviations). Relative Positional Precision is estimated by the results of a correctly weighted least squares adjustment of the survey.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoining, (3) occupation or possession lines as they may differ from the written title lines, and (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor's opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (i.e. inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/ACSM Land Title Survey, the surveyor shall (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.

- v. The maximum allowable Relative Positional Precision for an ALTA/ACSM Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation or improvements on the surveyed property will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. If the maximum allowable Relative Positional Precision is exceeded, the surveyor shall note the reason as explained in Section 6.B.ix below.

4. **Records Research** - It is recognized that for the performance of an ALTA/ACSM Land Title Survey, the surveyor will be provided with appropriate data which can be relied upon in the preparation of the survey. The request for an ALTA/ACSM Land Title Survey shall set forth the current record description of the property to be surveyed or, in the case of an original survey, the current record description of the parent parcel that contains the property to be surveyed. Complete copies of the most recent title commitment, the current record description of the property to be surveyed (or, in the case of an original survey, the parent parcel), the current record descriptions of adjoining, any record easements benefiting the property, the record easements or servitudes and covenants burdening the property (all hereinafter referred to collectively as "Record Documents"), documents of record referred to in the Record Documents, documents necessary to ascertain, if possible, the junior/senior relationship pursuant to Section 6.B.vii. below, and any other documents containing desired appropriate information affecting the property being surveyed, and to which the ALTA/ACSM Land Title Survey shall make reference, shall be provided to the surveyor for use in conducting the survey. Reference is made to Section 3.B. above.

5. **Field Work** - The Survey shall be performed on the ground (except as otherwise negotiated pursuant to Table A, Item 15 below, if selected by the client), and the field work shall include the following:

A. Monuments

- i. The location and description of any monuments or lines that control the boundaries of the surveyed property.
- ii. The location, size and type of any monuments found (or set, if Table A, Item 1 is requested by the client, or if otherwise required – see Section 3.B. above) on the boundary of the surveyed property.

B. Rights of Way and Access

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway or other public or private way abutting the surveyed property, and the width and location of the travelled way relative to the nearest boundary line of the surveyed property.
- iii. Visible evidence of physical access (such as, but not limited to, curb cuts and driveways) to any abutting streets, highways or other public ways.
- iv. The location and character of vehicular, pedestrian or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property, including, but not limited to driveways, alleys, private roads, sidewalks and footpaths observed in the process of conducting the survey.
- v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the survey.

- vi. Where documentation of the width or location of any abutting street, road or highway right of way was not disclosed in Record Documents provided to the surveyor or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners recovered which might indicate the width or location of such right of way lines.
 - vii. Evidence of access to and from waters adjoining the surveyed property, such as paths, boat slips, launches, piers and docks observed in the process of conducting the survey.
- C. Lines of Possession, and Improvements along the Boundaries**
- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the survey.
 - ii. The character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines, observed in the process of conducting the survey.
 - iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the survey, such as fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim, etc., by or onto adjoining property, or onto rights of way, easements or setback lines disclosed in Record Documents provided to the surveyor.
- D. Buildings**
- Based on the normal standard of care, the location of all buildings on the surveyed property shown perpendicular to the nearest perimeter boundary line(s) and expressed to the appropriate degree of precision.
- E. Easements and Servitudes**
- i. Evidence of any easements or servitudes burdening the surveyed property, disclosed in the Record Documents provided to the surveyor and observed in the process of conducting the survey.
 - ii. Evidence of easements or servitudes not disclosed in the Record Documents provided to the surveyor, but observed in the process of conducting the survey, such as those created by roads; rights of way; water courses; ditches; drains; telephone, fiber optic lines, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property.
 - iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the survey.
 - iv. Evidence of use of the surveyed property by other than the apparent occupants observed in the process of conducting the survey.
- F. Cemeteries**
- As accurately as the evidence permits, the location of cemeteries, gravesites, and burial grounds (i) disclosed in the Record Documents provided to the surveyor, or (ii) observed in the process of conducting the survey.
- G. Water Features**
- i. The location of springs, together with the location of ponds, lakes, streams, and rivers bordering on or running through the surveyed property, observed during the process of conducting the survey. See Table A, Item 19 for wetlands locations.

- ii. The location of any water boundary on the surveyed property. The attribute(s) of the water feature located (e.g. top of bank, edge of water, high water mark, etc.) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description. (See Section 8.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/ACSM Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be in accordance with the appropriate standard of care.

A. The evidence and locations gathered during the field work as outlined in Section 5 above.

B. Boundary, Descriptions, Dimensions and Closures

- i. The current record description of the surveyed property, and any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision.
- ii. The location and description of any monuments, lines or other evidence that control the boundaries of the surveyed property or that were otherwise relied upon in establishing or retracing the boundaries of the surveyed property, and the relationship of that evidence to the surveyed boundary. In some cases, this will require notes on the plat or map.
- iii. All distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension shall be shown in addition to, and differentiated from, the corresponding record dimension.
- iv. The directional, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis of bearings and, when it differs from the record basis, the difference.
- v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder does not need to be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
- vi. When the surveyed property includes a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
- vii. The relationship of the boundaries of the surveyed property (i.e. contiguity, gaps, or overlaps) with its adjoiners, where ascertainable from Record Documents and/or from field evidence gathered during the process of conducting the survey of the property being surveyed. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels shall be identified. Where gaps or overlaps are identified, the surveyor shall, prior to preparation of the final plat or map, disclose this to the insurer and client for determination of a course of action concerning junior/senior rights.

- viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor shall explain this information with notes on the face of the plat or map.
 - ix. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed under Section 3.E.v. of these standards.
 - x. A note on the face of the plat or map identifying the title commitment/policy number, effective date and name of the insurer for any title work provided to the surveyor.
- C. Easements, Servitudes, Rights of Way, Access and Record Documents**
- i. The width and recording information of all plottable rights of way, easements and servitudes burdening and benefitting the property surveyed, as evidenced by Record Documents which have been provided to the surveyor.
 - ii. A note regarding any right of way, easement or servitude evidenced by a Record Document which has been provided to the surveyor (a) the location of which cannot be determined from the record document, or (b) of which there was no observed evidence at the time of the survey, or (c) that is a blanket easement, or (d) that is not on, or does not touch, the surveyed property, or (e) that limits access to an otherwise abutting right of way, or (f) in cases where the surveyed property is composed of multiple parcels, which of such parcels the various rights of way, easements, and servitudes cross.
 - iii. A note if no physical access to a public way was observed in the process of conducting the survey.
 - iv. The width of abutting rights of way and the source of such information (a) where available from the controlling jurisdiction or (b) where disclosed in Record Documents provided to the surveyor.
 - v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents which the survey represents, wholly or in part, with their recording or filing data.
 - vi. For non-platted adjoining land, names and recording data identifying adjoining owners according to current public records. For platted adjoining land, the recording data of the subdivision plat.
 - vii. Platted setback or building restriction lines which appear on recorded subdivision plats or which were disclosed in Record Documents provided to the surveyor.
- D. Presentation**
- i. The plat or map shall be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale. When recordation or filing of a plat or map is required by law, such plat or map shall be produced in recordable form. The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map. A north arrow (with north to the top of the drawing when practicable), a legend of symbols and abbreviations, and a vicinity map showing the property in reference to nearby highway(s) or major street intersection(s).
 - ii. Supplementary or detail diagrams when necessary.
 - iii. If there are no visible buildings on the surveyed property, a note stating *"No buildings existing on the surveyed property"* shall appear on the face on the survey.

- iv. The surveyor's project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, and email address of the surveyor who performed the survey. The date(s) of any revisions made by said surveyor.
- v. Sheet numbers where the plat or map is composed of more than one sheet.
- vi. The caption "ALTA/ACSM Land Title Survey."

7. **Certification** - The plat or map of an ALTA/ACSM Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The field work was completed on _____.

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client, and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. Digital copies of the plat or map may be provided in addition to, or in lieu of, hard copies in accordance with the terms of the contract. When required by law or requested by the client, the plat or map shall be produced in recordable form and recorded or filed in the appropriate office or with the appropriate agency.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The items of Table A must be negotiated between the surveyor and client. It may be necessary for the surveyor to qualify or expand upon the description of these items (e.g., in reference to Item 6(b), there may be a need for an interpretation of a restriction). The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Notwithstanding Table A Items 5 and 11(b), if an engineering design survey is desired as part of an ALTA/ACSM Land Title Survey, such services should be negotiated under Table A, item 22.

If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☐ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.*
2. ☐ *Address(es) if disclosed in Record Documents, or observed while conducting the survey.*
3. ☐ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*
4. ☐ *Gross land area (and other areas if specified by the client).*
5. ☐ *Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified.*
6. ☐ *(a) Current zoning classification, as provided by the insurer.*
☐ *(b) Current zoning classification and building setback requirements, height and floor space area restrictions as set forth in that classification, as provided by the insurer. If none, so state.*
7. ☐ *(a) Exterior dimensions of all buildings at ground level.*
☐ *(b) Square footage of:*
☐ *(1) exterior footprint of all buildings at ground level.*
☐ *(2) other areas as specified by the client.*
☐ *(c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.*

8. _____ *Substantial features observed in the process of conducting the survey (in addition to the improvements and features required under Section 5 above) such as parking lots, billboards, signs, swimming pools, landscaped areas, etc.*
9. _____ *Striping, number and type (e.g. handicapped, motorcycle, regular, etc.) of parking spaces in parking areas, lots and structures.*
10. _____ *(a) Determination of the relationship and location of certain division or party walls designated by the client with respect to adjoining properties (client to obtain necessary permissions).*
_____ *(b) Determination of whether certain walls designated by the client are plumb (client to obtain necessary permissions).*
11. _____ *Location of utilities (representative examples of which are listed below) existing on or serving the surveyed property as determined by:*
_____ *(a) Observed evidence.*
_____ *(b) Observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information).*
 - *Railroad tracks, spurs and sidings;*
 - *Manholes, catch basins, valve vaults and other surface indications of subterranean uses;*
 - *Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and*
 - *utility company installations on the surveyed property.*

Note - With regard to Table A, item 11(b), source information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
12. _____ *Governmental Agency survey-related requirements as specified by the client, such as for HUD surveys, and surveys for leases on Bureau of Land Management managed lands.*
13. _____ *Names of adjoining owners of platted lands according to current public records.*
14. _____ *Distance to the nearest intersecting street as specified by the client.*
15. _____ *Rectified orthophotography, photogrammetric mapping, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise*

necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential precision and completeness of the data gathered thereby) with the insurer, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data.

16. _____ *Observed evidence of current earth moving work, building construction or building additions.*
17. _____ *Proposed changes in street right of way lines, if information is available from the controlling jurisdiction. Observed evidence of recent street or sidewalk construction or repairs.*
18. _____ *Observed evidence of site use as a solid waste dump, sump or sanitary landfill.*
19. _____ *Location of wetland areas as delineated by appropriate authorities.*
20. _____ *(a) Locate improvements within any offsite easements or servitudes benefitting the surveyed property that are disclosed in the Record Documents provided to the surveyor and that are observed in the process of conducting the survey (client to obtain necessary permissions).*

_____ *(b) Monuments placed (or a reference monument or witness to the corner) at all major corners of any offsite easements or servitudes benefitting the surveyed property and disclosed in Record Documents provided to the surveyor (client to obtain necessary permissions).*
21. _____ *Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request.*
22. _____

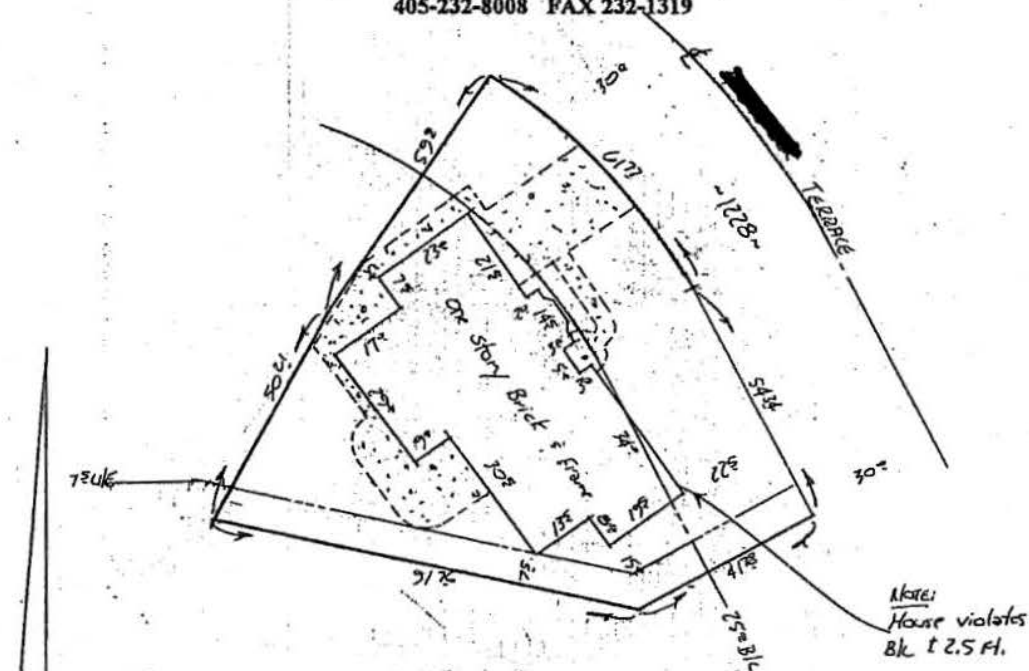
*Adopted by the Board of Governors, American Land Title Association, on October 13, 2010.
American Land Title Association, 1828 L St., N.W., Suite 705, Washington, D.C. 20036.*

*Adopted by the Board of Directors, National Society of Professional Surveyors, on November 15, 2010.
National Society of Professional Surveyors, Inc., a member organization of the American Congress on Surveying and Mapping, 6 Montgomery Village Avenue, Suite 403, Gaithersburg, MD 20879*

**REGISTERED LAND SURVEYOR'S INSPECTION PLAT AND
CERTIFICATE FOR MORTGAGE LOAN PURPOSE**

J&J SURVEY INC.

1141 North Robinson, Suite B-102
Oldahoma City, Oldahoma 73103
405-232-8008 FAX 232-1319



Subject property lies within Flood Zone "C", an Area of Minimal Flood Hazard, as shown on Community Panel # 400423 0001 A, Dated 1/20/82.

Scale:
1" = 30'

FINAL SURVEY	
TITLE COMMITMENT #	
B/L SHOWN	YES
U/E SHOWN	YES
R.O.W. SHOWN	YES

CERTIFICATE

THIS PLAT IS MADE FOR AND AT THE REQUEST OF ~~James Earl Gentry~~


FOR MORTGAGE LOAN PURPOSES ONLY COVERING PROPERTY DESCRIBED AS FOLLOWS:

PLEASE SEE ATTACHED FOR LEGAL DESCRIPTION.

I HEREBY CERTIFY THAT THE ABOVE INSPECTION PLAT SHOWS THE IMPROVEMENTS AS LOCATED ON THE PREMISES DESCRIBED. THAT THEY ARE ENTIRELY WITHIN THE DESCRIBED TRACT BOUNDARIES. AND THAT THERE ARE NO ENCROACHMENTS THEREON EXCEPT AS INDICATED. THAT THE ABOVE PLAT SHOWS ALL RECORDED PLAT EASEMENTS AND OTHER SUCH EASEMENTS AS HAVE BEEN DISCLOSED AND FURNISHED ME BY LENDER. THAT PLAT WAS PREPARED FOR IDENTIFICATION PURPOSES ONLY FOR THE MORTGAGE AND IS NOT A LAND OR PROPERTY LINE SURVEY THAT NO PROPERTY CORNERS WERE SET AND IT IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF EASE, BUILDING OR OTHER IMPROVEMENT LINES NO RESPONSIBILITY IS ASSUMED HEREIN OR HEREBY TO THE LENDER OR FUTURE LAND OWNER OR OCCUPANT.

WITNESS MY HAND AND SEAL THIS DATE: 11/29/93

Survey # ~~3666~~
Address: ~~11111111111111111111~~
Nichols Hills, Oklahoma 73116
Buyer: ~~James Earl Gentry~~


Steve Schuelein
OKLAHOMA REGISTERED LAND SURVEYOR #1256
REVISION DATE: FINAL 11/29/93

