

Deed Information

Recorded Deeds, Errors and Omissions

From time to time, our office encounters a deed or other recorded instrument that contains errors or omissions which prevent us from processing the document. This can also cause a delay in our office recognizing the intended purpose of that document, such as splitting a parcel and changes in ownership.

We have compiled some information regarding the kinds of instruments we process and common errors we often see.

This is not meant to be a comprehensive exploration of real property transactions and instruments. Real estate transactions can be complex. Selling or purchasing property without assistance from a real estate attorney or title company can be risky. Small mistakes may take considerable time and money to correct. At our office, we rely heavily on resources widely available, especially The Florida Bar and their published Uniform Title Standards. [Uniform Title Standards 2020 Revision](#). The Florida Bar is the organization of all lawyers licensed by the Supreme Court of Florida to practice law in the state.

Here is an excellent article published by The Florida Bar about purchasing property. [Consumer Pamphlet: Buying A Home](#).

NOTE: The following information is provided "as is". The Indian River County Property Appraiser's Office (IRCPA) is not responsible for the content, its accuracy, or its use. For questions regarding deeds, we strongly encourage you to seek the advice from a professional who specializes in real estate transactions.

We are not real estate attorneys or a title company. The Property Appraiser's office is not responsible for deed defects that are not discovered or discovered by staff when processed.

Recorded Deeds

The following are the most common types of recorded deeds for real property in Florida. Here is useful resource guide to deeds, authored by The Barnes Walker Educational Series: [A Deed Indeed!](#)

1. **Warranty Deed** - also known as statutory or general warranty deed. It fully warrants title to the property being conveyed against any and all claims. A title policy is typically issued separate from the deed and includes the owners name & mortgage company on Schedule A and any exemptions

or limitations on Schedule B. A Warranty deed contains all the covenants and warranties available to guarantee title protection including:

- a. Quiet enjoyment – peaceful possession undisturbed by other claims of title.
 - b. Further assurance – grantor / title policy underwriters will obtain and deliver any legal instrument that might be required to make the title good in the future.
 - c. Warranty forever – grantor / title policy underwriters will forever be responsible for warranting the title and will defend the title and possession of said property for the grantee.
2. **Special Warranty Deed** – provides only a limited warranty of title. It warrants the title but only against claims of the grantor or any other people associated with grantor (grantor's representatives).
 3. **Quit Claim Deed** – provides no warranties. It conveys whatever title the grantor may have, however, the grantor is not representing that he holds title to or owns the property or that he has the right to convey. Quit Claim deeds are frequently used to help clear title problems or clouded titles to property. The grantor does not warrant to defend title or interest conveyed. A Fee Simple deed is another form of quit claim because it provides no warranties of title.
 4. **Personal Representative's Deed / Trustee's Deed** – refers to the type of person executing the deed. A personal representative is named in a Will to dispose of an estate after an owner has died. The Will legally conveys title, but a Personal Representative's deed is used to formalize and record transfer of title. It may provide warranties like a Warranty or Special Warranty deed or not provide warranties like a Quit Claim deed.
 5. **Certificate of Title** – typically a county-issued document that establishes ownership of real property when at least two years of tax certificates were issued for failure to pay property taxes. The property may be encumbered, meaning someone else may have potential rights to the property. Often a quiet title civil action is required to clear all encumbrances.
 6. **Splits / Combines** – Most construction or development projects require a Split/Combine before beginning any site work and the issuance of a building permit. Each jurisdiction within Indian River County, City of Vero Beach, City of Sebastian, City of Fellsmere, Town of Orchid, and Town Indian River Shores has their own approval process for lot splits and combinations. Read more about the process on the front page of the splits and combines form.

Deed Errors and Omissions

The most common deed defects or errors are described below. This is not an inclusive list of defects that are possible when preparing a deed. The following is compiled from deeds processed by the Property Appraiser's office.

1. **Error or Omission in Legal Description.** Every parcel location in Florida must be ascertained by legal description only and cannot rely on property address, Parcel Identification Number (STRAP/ Folio), nor the Property Description displayed on the IRCPA website. The Property Description displayed on our website is a condensed version of the original legal description recorded in the public records. The amount of information that can be displayed on our website or in correspondence is limited by the field size. **Therefore, the Property Description should not be considered a bona fide legal description when conveying property or used for any recorded document.**

Example:

Situs: UNASSIGNED SEBASTIAN, FL 32958
SEC 6 TWP 31 RNG 39 GOVT LOT 6 MORE PART DESC AS BEING THE S 100 FT OF THE N 3.12 AC
OF GOVT LOT 6 LYING EAST OF THE OLD DIXIE HWY LESS AND EXCEPT THAT PORTION FOR R/W

Often, legal descriptions are complex (using metes and bounds) and can take paragraphs or pages to accurately describe the parcel. If the legal description is too long to be included on the face of the deed, use an exhibit page. When searching for a valid legal description for a parcel, it is preferable to use descriptions found on previously recorded Warranty deeds. However, if a previous owner has split or combined a parcel after their Warranty deed was recorded, the legal description in the prior deed may no longer be an accurate representation of the current parcel configuration. A surveyor can provide a sketch and matching legal description if a historical legal description is no longer valid.

Most legal descriptions fall into a few categories depending on whether the parcel is located in a platted subdivision or not. Parcels in platted subdivisions have simple and precise legal descriptions that reference a Block and Lot, the subdivision name and recorded document for the subdivision.

Example:

OWNER ID: 142007 NUMBER: 142007-0001
Situs: 8055 129TH ST SEBASTIAN, FL 32958
TOWNSITE OF ROSELAND PBS 1-43 N1/2 OF LOT 1 & N1/2 OF LOT 2 BLK 27; LESS R/W FOR
129TH ST AS IN OR BK 820 PP 2273

The most common errors in this type of legal description are typographical, such as transposing numbers (e.g. Lot 104 typed as Lot 140), or omitting a Block, Unit, or Building number.

Parcels not within a subdivision can be described using the Public Land Survey System ([PLSS - Public Land Survey System](#)). This is often called a sectional or quarter-quarter description.

Example:

W 1/2 OF N 1/2 OF NW 1/4 OF SW 1/4; LESS CANAL OF SEC 14 TWP 32 S RGE 39 E

The most common errors include omission of or incorrect Section, Township, or Range number, an incorrect fractional quantity (e.g. Half 1/2 versus Quarter 1/4 or cardinal direction (e.g. North versus South)).

Parcels not within a subdivision may also be described using a metes and bounds description.

Example:

Situs: 515 27TH AVE VERO BEACH, FL 32968
INDIAN RIVER FARMS COMPANY S/D PBS 2 - 25 SEC 15 TWP 33 RNG 39 TR 8 MORE PART DESC
AS FOLL RUN 25 FT TO THE W ROW LINE OF EMERSON AVE TH RUN S ON THE W ROW LINE OF E

It is not unusual to see text such as LESS and EXCEPT to note the parcel size is smaller than the legal description written directly above or AND to include multiple legal descriptions combined to describe a parcel.

For parcels described with a metes and bounds description, often entire lines are omitted or the bearings or distances are incorrect. When the bearings or distances are incorrect, the description may not accurately form a closed parcel boundary. An example is where the starting point location (aka point of beginning) is not the ending point location, thereby creating a gap (i.e. does not close). Another example is where a bearing and distance encroaches on a neighbor's parcel, thereby including property not owned by the Grantor.

2. **Invalid Grantor or Title Holder.** The Grantor on the deed is not the current owner of record for all or some of property being conveyed and title is not simply being cleared in a Quit Claim deed. Another example is the parcel is owned as joint tenants and both tenants are not listed as grantors.

The following newsletter article from the American Bar Association describes ownership interests and deeds: [Understanding Real Property Interests and Deeds](#).

Here is important information from the Florida Bar Journal about co-ownership: [The Impact of Co-ownership on Florida Homestead](#).

Deed Error Letter

We strongly encourage you to seek guidance from legal counsel, title examiner, or insurance underwriter if you receive a letter from this office stating a recorded deed contains an error. Classifying some part of the deed contents in error may be subjective and additional information may clear up the issue with no further documents being recorded. However, a new or corrective deed may need to be recorded with Indian River County Clerk of Courts to remedy the defect. If a corrective deed is recorded, the original deed will remain classified as an error by this office so that any person who searches IRCPA records will understand the deed may not be a good representative to be used in future deeds. (e.g. legal description is inaccurate). Once recorded, deeds become a permanent part of the public record and cannot be unrecorded, deleted or withdrawn.

An excellent resource regarding defects in deeds is an article posted on the Florida Bar Journal web site by Stacy O. Kalmanson and Jerry Morris titled [Five Tips Every Real Estate Practitioner Should Know About Defective Deeds](#).