

WFG Underwriting Bulletin



To: All Florida Policy Issuing Agents of WFG National Title Insurance Company

From: WFG Underwriting Department

Date: June 26, 2020

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Subject: SB 886 Curative Procedure For Scrivener's Errors in Deeds

On June 18, 2020, Governor DeSantis signed Senate Bill 886 in to law creating new Florida Statute 689.041. Senate Bill 886 (hereinafter referred to as "SB 886" or the "Bill") provides a procedure whereby a single scrivener's error in a legal description in a deed may be cured by use of a Curative Notice in situations that normally would require a corrective deed. The effective date of the Bill is July 1, 2020.

What the Bill Provides

The Bill describes the scrivener's errors that can be cured with a Curative Notice as a *"single error or omission in the legal description of the intended real property in no more than one of the following categories:"*

1. A single error or omission in the lot or block number - but not both, for a platted lot. However, the transposition of the lot and block numbers is considered to be one error. If the seller owns Lot 1 in a subdivision but due to a scrivener's error conveys lot 10 instead of Lot 1, that error may be cured with a Curative Notice rather than a corrective deed. If the seller owns Lot 1, Block A but due to a scrivener's error conveys Lot 1, Block B, that error may be cured with a Curative Notice rather than a corrective deed. If the seller owns Lot 1, Block A but conveys Lot A, Block 1, that error in the deed may be cured with a Curative Notice rather than a corrective deed.

2. A single error or omission in the unit, building, or phase number or other identification of a condominium unit or cooperative unit. As with #1 herein, if the seller owns Unit 1 in a condominium or a co-op but due to a scrivener's error conveys Unit 10 instead of Unit 1, that error may be cured with a Curative Notice rather than a corrective deed. If the seller owns Unit 1, Building B but due to a scrivener's error conveys Unit 1, Building A, that error may be cured with a Curative Notice rather than a corrective deed.

3. A single error or omission in the directional call or numerical fraction of a sectional legal description. If the seller owns the SE1/4 of the SE1/4 but conveys the SE1/4 of the SW1/4, the error in that second call of "SW1/4" which should have been the "SE1/4", may be cured

with a Curative Notice rather than a corrective deed. If the seller owns the SE1/4 of the SE1/4 but conveys the S1/4 of the SE1/4 - omitting the "E" from the first "SE" call, that error may be cured with a Curative Notice rather than a corrective deed.

An error or omission in the directional description and an error or omission in the numerical fraction in the same call is considered to be one error. Therefore, if the seller owns the SE1/4 of the SW1/4 but conveys the SE1/4 of the S1/2, that second call of S1/2 has two errors in it because it omitted the "W" from "SW1/4" and made the fraction "1/2" instead of "1/4". Those two errors in the same call are considered to be one error, so they may be cured with a Curative Notice rather than a corrective deed.

Conditions Contained in the Bill

1. The curative procedure cannot be used for errors or omissions in quit claim deeds.
2. The curative procedure cannot be used for metes and bounds legal descriptions.
3. The grantor in the first deed to contain the scrivener's error ("First Erroneous Deed") cannot have owned any other property in the same subdivision, condominium, co-op, or the same section, township and range as described in the First Erroneous Deed within five years prior to the recording date of the First Erroneous Deed.
4. Record title as to the correct legal description (the "Intended Real Property") must have been vested in the grantor in the First Erroneous Deed at the time that the First Erroneous Deed was executed.
5. A Curative Notice in substantially the same form as provided in the Bill must be recorded in the County where the Intended Real Property is located.

Effects of the Bill

The Bill directs the Clerks of the Circuit Court where the Intended Real Property is located to accept and record the Curative Notices. The Bill also provides that the recorded Curative Notice operates as a correction of the First Erroneous Deed and all subsequent erroneous deeds containing the same scrivener's error described in the Curative Notice. Additionally, the Curative Notice releases any cloud or encumbrance that the erroneous deeds caused to any property other than the Intended Real Property. Finally, the Bill provides that the correction of title relates back to the date that the First Erroneous Deed was recorded.

Underwriting Requirements

1. You must obtain Underwriting approval to use this curative procedure instead of a corrective deed.
2. You must use the Curative Notice Form set forth in the Bill (Form provided herein).
3. All conditions of the Bill must be satisfied.

[Click on this link for a copy of SB 886](#)

[Click on this link for the Curative Notice Form](#)

**NOTE: The information contained in this Bulletin is intended solely for the use of employees of WFG National Title Insurance Company, its title insurance agents and approved attorneys. Disclosure to any other person is expressly prohibited unless approved in writing by the WFG National Title Insurance Company's Underwriting Department.
The Agent may be held responsible for any loss sustained as a result of the failure to follow the standards set forth above.**