

September 12, 2019

Rebecca Guerra, AICP
Assistant Planning Director
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34950

Re: Culverhouse – 1629 and 1635 Thumb Point Drive
Minor Replat Application
TRC No. 18-09000001

Dear Ms. Guerra,

Enclosed, please find the following documents for the proposed replat of Lots 30, 29 and east half of Lot 28 of Thumb Point Subdivision and responses to your comment letter dated January 24, 2019 for your review and approval:

- Copy of Minor Replat Application (Originally submitted on December 19th, 2018)
- Copy of Warranty Deed (Originally submitted on December 19th, 2018)
- Replat of Lots 30, 29 and east half of Lot 28 (1 original, 13 copies)
- Title Commitment of replat (14 copies)
- CD with PDF files of the above

Responses to January 24, 2019 Comment Letter:
Engineering – John R. Andrews, P.E., City Engineer

1. See attached plat, for review and approval

Surveying – Rod Reed, PLS

1. No comments – Acknowledged.

FPUA W / WW Engineering

1. Approved, No comment – Acknowledged.

FPUA Electric & Gas Engineering

1. Approved, No comment – Acknowledged.

Building Department

1. No comments at this time – Acknowledged.

Police Department

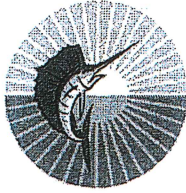
1. No comments at this time – Acknowledged.

Please be sure to include the owner's attorney, Frank H. Fee, III on all future correspondence. The application has been updated to include his information. Upon your review, should you have any questions, or require further information, please feel free to contact me at our office. Thank you.

Sincerely,



William P. Stoddard, Ph.D., P.E.



THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location 1629 and 1635 Thumb Point Drive, Fort Pierce, FL 34949
 Parcel ID #(s) 2401-605-0030-000-3; 2401-605-0028-000-6
 Project description Minor replat of Lots 30, 29 and east half of Lot 28 of Thumb Point Subdivision

Property Owner(s)
 John B. Culverhouse, Sr. and John B. Culverhouse, Jr.
 Street Address
 505 Beach Court,
 City State Zip
 Fort Pierce FL 34950
 Phone Number
 561-716-4725
 Email Address
 johnculverhouse2020@gmail.com

Schulke, Bittle & Stoddard, LLC
Applicant/Representative, Title, Company
 William P. Stoddard, Ph.D., P.E.
 Street Address
 1717 Indian River Boulevard, Suite 201
 City State Zip
 Vero Beach FL 32960
 Phone Number
 772-770-9622
 Email Address
 wstoddard@sbsengineers.com

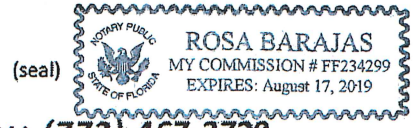
Applicant Attorney:
 Frank H. Fee, III, Esquire
 Fee, Yates & Fee, PLLC
 426 Avenue A
 Fort Pierce, FL 34950
 Phone: 772-461-5020
 Email: ffee@feeyateslaw.com

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

John B. Culverhouse, Sr.
John B. Culverhouse, Jr.
 Property Owner(s) Signature(s)

STATE OF FLORIDA St. Lucie COUNTY
 The foregoing instrument was acknowledged before me this 6th day of December 2018, by John B Culverhouse, Sr., and John B Culverhouse, Jr. who is personally known to me or has produced Florida Drivers License as identification.

Rosa Barajas
 Signature of Notary
 Rosa Barajas,
 Notary Public



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

Intake Date Stamp

SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans Electric Infrastructure plans
- Water & Sewer system construction plans Gas Infrastructure plans
- Stormwater Retention plans Complete, notarized application

SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - proposed lots, including acreage, square footage, & dimensions.
 - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application

Return to:

John B. Culverhouse, Sr.
1635 Thumb Point Drive
Fort Pierce, Florida 34949

This Instrument prepared by:

John B. Culverhouse, Sr.
1635 Thumb Point Drive
Fort Pierce, Florida 34949

Parcel I.D. (Folio) No. 2401-605-0030-000/3

Parcel I.D. (Folio) No. No. 2401-605-0028-000/6

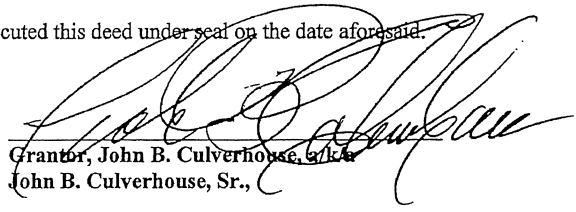
QUITCLAIM DEED

THIS INDENTURE made on March 22nd, 2016, by and between **John B. Culverhouse, a unmarried widower, a/k/a John B. Culverhouse, Sr., 1635 Thumb Point Drive, Fort Pierce, Florida 34949**, hereinafter referred to as **Grantor**, and **John B. Culverhouse, a unmarried widower, a/k/a John B. Culverhouse, Sr., and John B. Culverhouse, Jr., his Son, a single man, as Joint Tenants with Rights of Survivorship, 1635 Thumb Point Drive, Fort Pierce, Florida 34949**, hereinafter referred to as **Grantee**, in the State of Florida.

WITNESSETH: That said Grantor, for and in consideration of :LOVE AND AFFECTION, and other valuable consideration, receipt whereof is hereby acknowledged, has remised, released and quitclaimed and granted, bargained, sold and conveyed to the Grantee and to the Grantee's heirs and assigns forever, all of the rights, title, interest and claim of Grantor in and to **the land in Saint Lucie County, Florida, more particularly described in the attached "SCHEDULE A" which is incorporated herein and made a part hereof. Said lands having street addresses of 1635 Thumb Point Drive, Fort Pierce, Florida 34949, Parcel I.D. No. 2401-605-0030-000/3 and 1629 Thumb Point Drive, Fort Pierce, Florida 34949, Parcel I.D. No. 2401-605-0028-000/6.** Grantor is the owner of the lands being conveyed and warrants the title thereof. This Deed is being granted for the purpose of Estate Planning.

TO HAVE AND TO HOLD the above described premises, with the appurtenances appertaining thereto, unto the Grantee, the Grantee's heirs, and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.


Grantor, John B. Culverhouse, a/k/a
John B. Culverhouse, Sr.,

Signed in the presence of:

WITNESSES AS TO THE GRANTOR:

SCHEDULE "A"

Parcel I

All of Lot 29 and the easterly one-half of Lot 28, being more particularly described as follows:

Beginning at the NE corner of Lot 28, run Westerly along the Northerly line of Lot 28, 42.50 feet, thence run Southeasterly to a point on the South line of Lot 28, said point being 81.72 feet East of the Southwest corner of Lot 28, thence run East and Northeasterly 81.73 feet to the Southeast corner of Lot 28, thence run Northwesterly 205.3 feet to the Point of Beginning. All of the above being in Block 1, THUMB POINT, as recorded in Plat Book 10, page 79, of the Public Records of St. Lucie County, Florida.

Parcel II

Lot 30, Block 1, THUMB POINT, according to the Plat thereof recorded in Plat Book 10, page 79, of the Public Records of St. Lucie County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 749306	Revision Number: None	Issuing Office File Number: CULVERHOUSE	Issuing Office: 61001
Property Address: 1635 & 1629 Thumb Point Drive Fort Pierce, FL 34949	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Fee & Fee, P.L.L.C.

1. Commitment Date: June 18, 2019 at 11:00 PM

2. Policy to be Issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) \$200,000.00

Proposed Insured: To Be Determined

MORTGAGEE:

Proposed Insured:

MORTGAGEE:

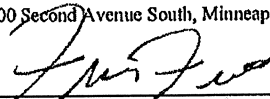
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
John B. Culverhouse, a/k/a John B. Culverhouse, Sr. and John B. Culverhouse, Jr.

5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

Fee & Fee, P.L.L.C.

61001

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: CULVERHOUSE

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from John B. Culverhouse, a/k/a John B. Culverhouse, Sr. and John B. Culverhouse, Jr., joined by spouses, if married, or nonhomestead language, to the proposed purchaser(s).
5. Record satisfaction of the mortgage from John B. Culverhouse and Susan D. Culverhouse to PNC Bank, N.A. fka Harbor Federal Savings Bank dated July 31, 2006, and recorded in O.R. Book 1893, Page 1035, Public Records of Saint Lucie County, Florida.
6. Record dismissal of court action with prejudice and discharge of Lis Pendens recorded in O.R. Book 4232, Page 1448, Public Records of Saint Lucie County, Florida, in that certain Case No. 562019CA230 in the Circuit Court of Saint Lucie County, Florida. For involuntary dismissal, the appeal period must expire.
7. Record satisfaction of the revolving credit mortgage in favor of PNC Bank, N.A. fka Harbor Federal Savings Bank recorded July 31, 2006, in O.R. Book 2624, Page 744, as affected by Modification Agreement recorded in O.R. Book 2682, Page 2489, Public Records of Saint Lucie County, Florida.
8. Prior to closing: send estoppel request to lender with written authorization by the borrower advising of pending transaction and requesting lender to freeze the account; verify the amount outstanding on the day of closing; and obtain new estoppel if the outstanding amount is different from original estoppel.
9. Obtain affidavit from mortgagor(s) referencing the loan number and the payoff remittance amount, and affirming that: (i) the account is to be closed; (ii) mortgagors have made no advances or withdrawals of funds within 30 days prior to the closing, and mortgagors will not request any advances or withdrawals of funds; and (iii) all checks, credit and/or ATM cards or other credit devices for the account were surrendered to the closing agent or destroyed.
10. Send the payoff check or proof of wire with seller's instructions to close the account to the lender with a demand for the Satisfaction of Mortgage.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: CULVERHOUSE

11. Certified copy of Death Certificate of Susan D. Culverhouse, deceased, must be filed of record, or, if same is not available, then record an affidavit from a person with actual knowledge or who has reviewed a certified copy of said death certificate who can attest to facts surrounding the death of Susan D. Culverhouse.
12. Record affidavit of John B. Culverhouse Sr. establishing that the marriage between him and Susan D. Culverhouse, deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until her death.
13. Proof of proper estate tax clearances must be recorded with respect to the Estate of Susan D. Culverhouse, deceased. Alternatively, proof may be recorded establishing that the transfer of title to the subject property to the proposed insured purchaser(s) will divest the lien for federal estate taxes under 26 U.S.C., Sec. 6324 (a) (2) and the lien for Florida estate taxes under Sec. 198.22, F.S., e.g., arm's-length affidavit.
14. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed insured. Once the proper names are provided, The Company reserves the right to make additional requirements and/or exceptions.
15. A title update commencing from the commitment date must be performed prior to closing. The commitment must be endorsed to require clearance of any title defects or adverse matters.
16. Review of Chapter 11 plan and order confirming plan to determine that the sale, mortgage or other disposition of the property is not inconsistent with the plan or order.
17. Record an affidavit of an attorney who has reviewed the Bankruptcy court file attesting to the following facts: 1) that the attorney has reviewed the bankruptcy court file, the Chapter 11 plan and the order confirming the plan; 2) that a copy of the plan or applicable portions of the plan showing the court-approved disposition of the property is attached to the affidavit or that the plan and order confirming the plan make no specific disposition of the property; and 3) that the affidavit is given with respect to the following property 1629 Thumb Point Drive.
18. FOR INFORMATIONAL PURPOSES ONLY, it is not clear that 2016 and 2017 real property taxes, pursuant to tax sale certificate nos. 926, 922 and 923 was redeemed by the taxpayer or successors. Title Agent must confirm prior to issuance of any policy.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: CULVERHOUSE

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of Thumb Point, as recorded in Plat Book 10, Page 79, together with Ordinance No. E-88 recorded in Deed Book 263, Page 642, Public Records of St. Lucie County, Florida.
6. Covenants, conditions and restrictions recorded April 19, 1957, in Deed Book 227, Page 107, Public Records of St. Lucie County, Florida.
7. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 193, Page 269, as affected by Quit Claim Deed recorded in O. R. Book 182, Page 2171, Public Records of Saint Lucie County, Florida.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: CULVERHOUSE

8. Rights of the lessees under unrecorded leases.
9. Riparian and littoral rights are not insured.
10. Possible right of the public to use that part of the land between the water's edge and the apparent boundary of the upland parcel that is now, or was formerly, regularly used by the public for recreational purposes.
11. Any portion of the Land lying waterward of the mean high water line of Indian River, and lands accreted thereto.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

749306

Issuing Office File Number:

CULVERHOUSE

Parcel #1:

The East 1/2 of Lot 28, and all of Lot 29, Block 1, THUMB POINT, according to the map or plat thereof as recorded in Plat Book 10, Page 79, Public Records of Saint Lucie County, Florida, particularly described as follows:

Beginning at the NE corner of Lot 28, run Westerly along the Northerly line of Lot 28, 42.50 feet, thence run Southeasterly to a point on the South line of Lot 28, said point being 81.72 feet East of the Southwest corner of Lot 28, thence run East and Northeasterly 81.73 feet to the Southeast corner of Lot 28, thence run Northwesterly 205.3 feet to the Point of Beginning. All the above being in Block 1, THUMB POINT, according to the map or plat thereof as recorded in Plat Book 10, Page 79, Public Records of St. Lucie County, Florida.

Parcel #2:

Lot 30, Block 1, THUMB POINT, according to the map or plat thereof as recorded in Plat Book 10, Page 79, Public Records of Saint Lucie County, Florida.