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06 SEP -8 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C.S. 9-19

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Sorenson Trust under Agreement dated August 23, 1973

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: F. Steven Herb, Esquire: Nelson Hesse, LLP

Name (Printed or typed)

2070 Ringling Blvd.

Address

Sarasota, FL 34237

City, State & Zip

941-366-7550

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

06 SEP 18 PM 3:42

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

September 11, 2006

F. STEVEN HERB, ESQ./ NELSON HESSE, LLP
2070 RINGLING BLVD.
SARASOTA, FL 34237

SUBJECT: SORENSON TRUST
Ref. Number: W06000039891

We have received your document for SORENSON TRUST and your check(s) totaling \$363.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6047.

Carolyn Lewis
Document Specialist
New Filing Section

Letter Number: 506A00054746

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Sorenson Trust under Agreement dated August

A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of Sorenson Trust u/a/d August 23, 1973, a

(Name of Trust)

Florida Trust hereby affirms in order to file or qualify

(State)

Sorenson Trust u/a/d August 23, 1973, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 16731 McGregor Blvd., Ste. 105, Ft. Myers, FL

33908

3. The registered agent and street address in the State of Florida is:

Richard A. A. Martin, Trustee

2301 Ringling Blvd., Sarasota, FL 34237

4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Richard A. A. Martin as trustee

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Richard A. A. Martin, Trustee

Name:

Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00) The foregoing instrument was acknowledged before me this 8th day of
September 2006, by RICHARD A.A. MARTIN who is personally known to me.



F. Steven Herb
MY COMMISSION # DD227787 EXPIRES
August 30, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

FILED
06 SEP -8 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
06 SEP -8 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

06 SEP -8 AM 8:21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "1"

1745 14764

JOINT VENTURE AND TRUST AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August, A.D., 1973, by and between DUANE J. SORENSON as Trustee (hereinafter referred to as Trustee) and STANLEY E. CHRISTENSEN, DUANE J. SORENSON, R. WENDELL SPRAGINS, ROBERT J. STINNETT, RICHARD E. NELSON, RICHARD A. A. MARTIN, and JOHN M. SARA, JR., (hereinafter referred to as Beneficiaries),

WITNESSETH:

WHEREAS, it is the intent of the Beneficiaries to acquire and operate and perhaps sell three mobile home parks in the Fort Myers, Florida area, specifically known as Tropicana Mobile Manor, Inc., River Trails Mobile Homes, Inc., and Fort Myers 21, Inc.; and

WHEREAS, it is the intent of the Beneficiaries to acquire said mobile home parks preferably through the purchase of assets but alternatively through the purchase of corporate stock; and

WHEREAS, it is the further intent of the Beneficiaries, for the sake of convenience, that the title to said property or stock be taken in the name of Trustee rather than in the individual names of all of the Beneficiaries; and

WHEREAS, it is the further intent of the Beneficiaries that if said mobile home parks are acquired through the purchase of stock, one or more or perhaps all of the concerned corporations shall be liquidated and the assets or the beneficial interest in same shall be owned in equal shares by all of the Beneficiaries under the terms of this Agreement; and

WHEREAS, the Beneficiaries hereto have deposited with Trustee the sum of Four Thousand Five Hundred Dollars (\$4,500.00) each and

ME 1745 K4765

have authorized the Trustee to proceed to negotiate for the purchase of said mobile home parks for the best price and terms available.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Trustee shall use his best efforts to negotiate for the acquisition of the hereinabove mentioned mobile home parks with the title to said parks or the stock of the corporations owning same to be taken in name of Trustee and held by him in trust for the benefit of the Beneficiaries herein named and all subject to the terms and conditions of this Agreement.
2. Each Beneficiary shall own an equal undivided beneficial interest in all property acquired pursuant to this Agreement. All profits and losses resulting from this venture shall be divided equally among the Beneficiaries.
3. The Trustee shall upon thirty (30) days written request from any Beneficiary dissolve this trust by conveying to each Beneficiary an equal undivided interest in all trust assets subject to trust liabilities.
4. Beneficiaries hereby agree to hold harmless and indemnify Trustee of and from any and all liability incurred by Trustee in connection with the administration of this trust.
5. Beneficiaries agree on a prorata basis to pay all reasonable expenses incurred in connection with this venture and the administration of this trust and to reimburse Trustee for any cost advanced. Trustee shall not be entitled to any compensation, however, for the administration of this trust.
6. Trustee is granted such powers and authority as may be necessary to protect, maintain and manage the property acquired pursuant to this Agreement.
7. Beneficiaries agree to advance prorata to the venture or

the trust as and when needed any additional funds that may be required for the proper maintenance, management and improvement of the property acquired pursuant to this Agreement, including funds for taxes, insurance, and any other necessary expenses.

8. Each Beneficiary does hereby indemnify the other Beneficiaries and hold them harmless against any default in payment of any sums required to be paid by him under the terms of this Agreement. Should any Beneficiary fail to make the payments required by this Agreement and same are paid by any one or more of the other Beneficiaries, then in that event the Beneficiaries making said payment on behalf of the defaulting Beneficiary shall be entitled to ten percent interest and shall have a lien against such defaulting Beneficiary's interest in this trust and after thirty (30) days may foreclose said lien in equity and in connection therewith shall be entitled to all cost including attorneys' fees incurred in such foreclosure.

9. Trustee may resign upon thirty (30) days written notice to each of the Beneficiaries and unless a successor trustee is unanimously agreed upon by all Beneficiaries, Trustee shall convey an equal undivided interest in all trust assets to each of the Beneficiaries and shall thereupon be relieved of all further responsibility under this trust agreement. A successor trustee shall hold title to the concerned trust assets under the terms and conditions of this Agreement.

10. Under no circumstances shall a Beneficiary be liable for more than a one-seventh (1/7) proportionate share of any liabilities or claims asserted against the Trustee or the trust assets.

11. In connection with the management and improvements of the property, the Trustee shall follow the written instructions of five-sevenths (5/7) of the Beneficiaries.

12. Upon the death of any Beneficiary, his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs-at-law. No Beneficiary at any

OK to
pass to
trust

time shall have any right, title or interest in or to any portion of the legal or equitable title to the real property. The death of any Beneficiary shall not terminate the trust or affect the rights or powers of the Trustee or of the Beneficiaries except as provided by law.

13. This Agreement shall not be construed as constituting any Beneficiary as agent for any other Beneficiary nor as constituting the Trustee as Agent for any Beneficiary, nor shall this Agreement be construed as creating a partnership or a de facto corporation.

14. The rights of the Beneficiaries with regard to assignment and withdrawal are as follows:

a. No beneficiary hereunder shall have, within five (5) years of date, the right to assign all or any part of his interest in the venture unless all of the other Beneficiaries herein agree to accept the assignee as a participant and such assignee shall accept this venture agreement in writing. Any assignment in violation of this paragraph shall be treated as an offer to sell for a price equal to the total capital contribution of each Beneficiary which said offer may be accepted by the remaining Beneficiaries within ninety (90) days of their actual written notification of same. In such event the purchase price may be paid in five equal annual installments with interest on the unpaid balance at six percent (6%) per annum. Five (5) years after the date of this contract, any Beneficiary shall have the right to sell or assign his interest in the venture provided he shall first give unto the other Beneficiaries first right of refusal to purchase his said interest. Said right of first refusal must be exercised within sixty (60) days after receipt of written notice addressed to each of the other Beneficiaries. The remaining Beneficiaries will first have the right to jointly purchase the withdrawing Beneficiary's interest pro rata; however, should all remaining Beneficiaries not elect to purchase said interest pro rata then any one or more of the remaining Beneficiaries may purchase the withdrawing Beneficiary's interest.

1745 164768

b. Any Beneficiary to this Agreement shall have the right to withdraw from the venture at any time on sixty (60) days notice in writing served on the other participants herein. The other participants, as of the effective date of such notice, shall have the right to either purchase the retiring Beneficiary's interest in the venture at its then book value or for an amount equal to the total capital contribution made by the Beneficiary, whichever is less. If the remaining Beneficiaries elect to purchase the withdrawing Beneficiary's interest, each participant shall have the right to purchase such interest on a prorata basis. If any Beneficiary does not wish to participate in the purchase of the retiring Beneficiary's interest, the Beneficiaries desiring to participate shall prorate said interest among them. Payment to a retiring Beneficiary for his interest may at the election of the purchasing Beneficiary be in three (3) equal annual installments with interest on unpaid balance at six percent (6%) per annum.

15. On the death or judicial determination that a Beneficiary is incompetent and on the offer by his personal representative for the sale of his interest, the other Beneficiaries hereto shall have the first right to purchase such interest within sixty (60) days after written notice from such personal representative. In such case the purchase price shall be determined by the remaining Beneficiaries selecting an appraiser, the personal representative selecting an appraiser, and the two appraisers so selected, selecting a third appraiser with the decision of said appraisers as to the purchase price to be binding. Said purchase price may at the option of the remaining Beneficiaries be paid in three (3) equal annual installments with interest at the rate of three-fourths (3/4) of one percent (1%) over prime per annum.

✓ 16. This venture shall continue until dissolved by the unanimous agreement of all the Beneficiaries.

17. This venture shall be governed by the laws of the Florida and the terms and conditions hereof shall be binding heirs, personal representatives and assigns.

1745 14761

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

Cary J. D. Duckhorn
Thames C. Lunt

Duane J. Sorenson
Duane J. Sorenson, Trustee
and Individually, as Beneficiary

Greg K. Hoffman
Blaine K. Hill

Stanley E. Christensen
Stanley E. Christensen

Cary J. D. Duckhorn
Thames C. Lunt

R. Wendell Spragins
R. Wendell Spragins

Cary J. D. Duckhorn
Thames C. Lunt

Robert J. Minnett
Robert J. Minnett

Cary J. D. Duckhorn
Thames C. Lunt

Richard E. Nelson
Richard E. Nelson

Cary J. D. Duckhorn
Thames C. Lunt

Richard A. A. Martin (S)
Richard A. A. Martin

Cary J. D. Duckhorn
Thames C. Lunt

John M. Saba, Jr. (S)
John M. Saba, Jr.

ACKNOWLEDGMENTS

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss

BEFORE ME personally appeared Duane J. Sorenson, as Trustee and Individually as a Beneficiary of the foregoing instrument, to well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of April, A.D., 1973.

Thames C. Lunt
Notary Public (SEAL)

My Commission Expires:
1974

STATE OF Georgia) ss
COUNTY OF Shelby)

BEFORE ME personally appeared Stanley E. Christensen, to well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal this 11th day of July A.D., 1973.

Charles S. Smith
Notary Public

My Commission Expires: 9-30-75

(SEAL)

STATE OF FLORIDA) ss
COUNTY OF SARASOTA)

ME 1745 H4770

BEFORE ME personally appeared R. Wendell Spragins, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of October A.D., 1973.

Shannon C. Smith
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES 11/17/75
SHANNON C. SMITH, Notary Public

STATE OF FLORIDA) ss
COUNTY OF SARASOTA)

BEFORE ME personally appeared Robert J. Stinnett, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of October A.D., 1973.

Shannon C. Smith
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES 11/17/75
SHANNON C. SMITH, Notary Public

STATE OF FLORIDA) ss
COUNTY OF SARASOTA)

BEFORE ME personally appeared Richard E. Nelson, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of October A.D., 1973.

Shannon C. Smith
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES 11/17/75
SHANNON C. SMITH, Notary Public

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss

BEFORE ME personally appeared Richard A. A. Martin, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of Oct A.D., 1973.

Harold C. Liment
Notary Public

(SEAL)

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
L. COMMISSION EXPIRATION, 12, 1978
Check your records, expiration date

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss

EE 1745 H4771

BEFORE ME personally appeared John M. Saba, Jr., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of Oct A.D., 1973.

Harold C. Liment
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
L. COMMISSION EXPIRATION, 12, 1978
Check your records, expiration date