

D15000000013

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100271082311

100271082311
04/03/15--01009--015 **358.75

TRANSMITTAL LETTER

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

SUBJECT: AUTHORIZATION NUMBER TO CONDUCT BUSINESS IN FL

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

FEES:

Declaration of Trust	\$350.00
----------------------	----------

OPTIONAL:

Certified Copy	\$ 8.75
----------------	---------

FROM: CURLAND IRRREVOCABLE TRUST
Name (Printed or typed)

9286 SE VENUS ST
Address

HOBE SOUND FL 33455-5474
City, State & Zip

319- 270-2629
Daytime Telephone number

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

CURTLAND IRREVOCABLE TRUST

A QUALIFIED DISABILITY 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 CURTLAND IRREVOCABLE TRUST, a

(Name of Trust)

FLORIDA

(State)

Trust hereby affirms in order to file or qualify

CURTLAND IRREVOCABLE TRUST

(Name of Trust)

, in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 9286 SE VENUS STREET
HOBBS BLVD, FL 33455-5474
3. The registered agent and street address in the State of Florida is:
Dean and Susan Curtland, Trustees
9286 SE VENUS ST HOBBS BLVD, FL 33455
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.

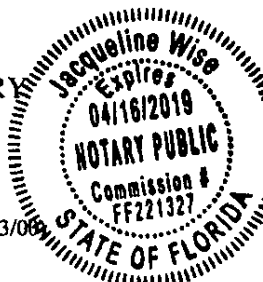
Dean Curtland

Susan Curtland

(Signature of Registered Agent)

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.

NOTARY



Dean Curtland / Susan Curtland

Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/06)

Seal:

State of Florida
County of Martin
The foregoing instrument was acknowledged before me
this 11th day of May, 2015
by Dean Curtland and Susan Curtland
has produced Florida Drivers License and New Hampshire Drivers License

Notary Public

Signature

IRREVOCABLE TRUST AGREEMENT

This Irrevocable Trust Agreement is made this 15th day of July, 2005, between Dean Curtland and Susan Curtland (Grantors), parents of Benjamin Curtland, who live at 990 Morrison Drive, Robins, Linn County, Iowa 52328 and Dean Curtland and Susan Curtland (Trustees) of the same address. In the event that Dean Curtland and Susan Curtland should become unable or unwilling to serve as Trustees, Fred Dunning of Odessa, Florida shall serve as Trustee(s). In the event that Fred Dunning shall become unable or unwilling to serve as Trustee(s), Mary Cozza of Encinitas, California, shall serve as Trustee(s). If Mary Cozza shall become unable or unwilling to serve as Trustee(s), she shall have the power to name her successor Trustee(s). All of said nominees shall serve without bond.

I

TRUST ESTATE

Grantors transfer and deliver to Trustees, in trust, the property set out in Exhibit "A" attached and incorporated by reference. The property, and any other

property subject to this Trust shall constitute the Trust Estate, and shall be held in trust for the uses and purposes expressed and shall be subject to the conditions of the trust provided by this Agreement.

II

BENEFICIARIES

The primary beneficiary of this Trust shall be Benjamin Curtland.

III

GRANTORS' PURPOSE

It is the Grantors' primary concern in drafting this Trust that the Trust continue in existence as a fund supplementing public assistance for the life of Grantors' developmentally disabled child, Benjamin Curtland, in the same manner as Grantors would provide if personally present. Currently, there exist basic living needs such as dental care and outdoor recreation which are not met by public benefit programs for the developmentally disabled. It is important that Grantors' child continue to have access to these programs in order to maintain a level of

human dignity and humane care. If this Trust were to be invaded by creditors, subjected to any liens or encumbrances, or if it were to cause public benefits to be terminated, it is likely that the Trust corpus would be depleted prior to the child's death, especially since the cost of normal, non-emergency care for developmentally disabled persons is high. In this event, there would be no funds available for emergency needs or to supplement basic necessities. The following Trust provisions should be interpreted in light of these concerns and Grantors' stated intent.

IV

SPECIAL NEEDS DISTRIBUTION

A. Trustee(s) shall pay to or apply for the benefit of Grantors' child, Benjamin Curtland, the primary beneficiary for life, any amounts from the principal or income, up to the whole, as the Trustee(s), in its sole discretion, may from time to time deem necessary or advisable for the satisfaction of that child's special needs. Any income not distributed is to be accumulated and added to principal. As used in this instrument, "special

needs" refers to the requisites for maintaining the beneficiary's good health, safety and welfare when, in the discretion of the Trustee(s), they are not available through any public agency, office or department of the State of Iowa, any other state, or the United States. "Special needs" include, but are not limited to, medical and dental expenses, clothing and equipment, programs of training, education, treatment and essential dietary needs, over and above what is provided by the government. It is our intent that the Trust resources be made available to or for the beneficiary only to provide the "extras" which cannot be obtained from public sources in order to enhance the quality of life for the beneficiary. This Trust is designed as an emergency or back-up fund secondary to public resources and public funds.

B. Because their child, Benjamin Curtland, the primary beneficiary, is developmentally disabled and unable to maintain and support himself independently, Grantors intend that the Trustee(s), in the exercise of its best judgment and fiduciary duty, seek support and maintenance for their child from all available public resources, including Supplemental Security Income (SSI), Social

Security Disability Insurance (SSDI), any state programs and the appropriate Regional Center for the developmentally disabled. In making distribution for special needs, the Trustee(s) must take into consideration the applicable resource limitations of the public assistance program. In carrying out the provisions of this Section, the Trustee(s) shall be mindful of the probable future needs of the remaindermen of this Trust.

C. No part of the corpus of the Trust is to be used to supplant public assistance benefits of any county, state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities which are the same or similar to those of the primary beneficiary. For purposes of determining the primary beneficiary's eligibility for benefits, no part of the principal or undistributed income shall be considered available to the beneficiary. In the event the Trustee(s) is requested to release principal or income of the Trust to pay for equipment, medication, or services which any state or federal agency is authorized to provide (were it not for the existence of this Trust), or in the event the Trustee(s) is requested to petition the Court, or any other

administrative agency for the release of Trust principal or income for this purpose, the Trustee(s) is authorized to deny the request. The Trustee(s) is further authorized, in its discretion, to take whatever administrative or judicial steps may be necessary to continue the eligibility of the beneficiary for any benefit. These steps include obtaining instructions from a court of competent jurisdiction and obtaining a ruling from Court that the Trust corpus is not available to the primary beneficiary for eligibility purposes. Any expenses of the Trustee(s) incurred to this end, including attorney fees, are a proper charge to the Trust estate.

D. No interest in the principal or income of this Trust is to be anticipated, assigned, encumbered, or subject to any creditor's claim or legal process, until it is actually received by the beneficiary. Furthermore, Grantors declare that it is their intent that this Trust is to be conserved and maintained primarily for the special needs of their developmentally disabled child. To this end, no part of the corpus of this Trust, principal, or undistributed income is to be construed as part of the primary beneficiary's "estate" or be subject to the claims

of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public entity, office, department or agency of the State of Iowa or any other state, or of the United State, or any other governmental agency.

E. It is Grantors' intention that the Trustee(s) shall be further guided in this matter by the Letter of Intent, which is attached hereto as Exhibit B.

F. Notwithstanding anything to the contrary contained in other provisions of this Trust, if the existence of this Trust has the effect of rendering the primary beneficiary ineligible for Supplemental Security Income (SSI), any state program, or any other public benefit program, the Trustee(s) is authorized, but not required, to terminate this Trust. In this case, the Trust estate is to be distributed, free of Trust, to the remainder beneficiaries then living, share and share alike. It is the Grantors' wish that the remainder beneficiaries conserve, manage and distribute the proceeds of the former Trust estate for the benefit of Benjamin Curtland in accordance with Article IV, Paragraph A of this Trust,

ensuring that he receives sufficient funds for basic living needs when public assistance benefits are unavailable.

This request is precatory, not mandatory. In determining whether the existence of the Trust has the effect of rendering the primary beneficiary ineligible for SSI, any state programs, or other public benefit programs, the Trustee(s) is granted full and complete discretion to initiate either administrative or judicial proceedings, or both. All costs incurred as a result of these proceedings, including attorney fees, shall be a proper charge to the Trust estate.

G. If at any time, the Trustee, at the Trustee's sole discretion, believes that Ben Curtland is able to manage and control property and money usefully and prudently and assume the responsibilities of adult life and self-support, the Trustee may, but is not required to, disburse a sum of money directly to the beneficiary, or the Trustee may at his or her discretion, but is never required to, terminate this Trust, and distribute all of the property of the Trust directly to Ben Curtland.

V

POWERS OF THE TRUSTEE(S)

I grant to my Trustees all powers necessary for the proper administration of the Trust created herein which shall be in addition to those powers provided by the Iowa Probate Code. In extension but not in limitation of any power otherwise possessed by my Trustees, I grant them without the necessity of notice to or approval of any Court or person, the following powers:

1. To buy, sell, exchange, transfer, invest, re-invest, convey, borrow, mortgage, lease or otherwise dispose of any asset for terms within or extending beyond the terms of any Trust.
2. To determine what is principal and what is income of any Trust and in their discretion to allocate or apportion receipts and disbursements between principal and income, except that all dividends paid in stock shall be considered principal.
3. To delegate any of the powers granted in this Will except those relating to discretionary distribution of income or principal, without liability for such delegation, and to employ agents.
4. To hold assets of separate Trusts or shares as a single fund for management without the need of physical segregation, dividing the income proportionately among them. Segregation of the various Trusts or shares

need only be made on the books of the Trustees for accounting purposes.

5. To borrow money for any purpose from a commercial bank or from any other lending agency, and to secure the loan or loans by a pledge or mortgage of the assets of the Trust.
6. To purchase or retain and pay premiums on life insurance policies on the life of a beneficiary, Grantors, and Trustees, and to exercise all incidents of ownership.
7. Trustee may make payments directly to a vendor for goods and products that Ben may use. If there is any question as to whether or not a given item or product could be viewed by any governmental agency as an asset of Ben Curtland which could jeopardize his eligibility for services or assistance, then the Trustee shall purchase the item or product outright as an asset of the Trust, and the Trustee in his or her sole discretion may allow Ben Curtland to use the item, but only with the permission of the Trustee. The Trustee may later sell the item if the Trustee feels it is no longer necessary for the Trust to own it.

VI

PAYMENT OF EXPENSES

On the death of Benjamin Curtland, the Trustee(s) may pay any inheritance, estate or other death taxes that may be due as a result of assets passing in accordance with these Trust provisions or otherwise, all expenses of the primary beneficiary's last illness and funeral and expenses

related to administration and distribution of the Trust estate if, in the Trustee(s)'s discretion, no other satisfactory provisions have been made for payment. The Trustee(s) is to make no payments for obligations incurred for the beneficiary's health, support and maintenance, if the Trustee(s) determines, in its discretion, that payment is the obligation of any county, state, federal or other government agency which has the responsibility of serving persons with disabilities which are the same or similar to those of the primary beneficiary.

VII

ACCOUNTING AND ADMINISTRATION

The Trustee(s) shall not be required to file any reports with any court, provided, however, that any beneficiary may invoke the jurisdiction of a proper court at any time it is deemed advisable. The Trustee(s) shall, at least annually, make an accounting to the lifetime beneficiary and the remainder beneficiaries, and also to any legal guardian or conservator. The Trustee(s) shall file any necessary documents needed for efficient and proper administration of the trust, including federal and state income tax returns for the trust, and the documents necessary

to document the correctness of said tax returns, among other things. All beneficiaries (lifetime or remainderpersons) shall have the rights to examine the books and records of the trust at any reasonable time, upon request. The Trustee(s) is authorized and empowered to incur any expenses necessary in its sole discretion to establish and carry out the terms of the Trust and to administer and manage the Trust assets and to pay such expenses against the Trust estate, including taxes and compensation of the Trustee(s), if applicable, from either the principal or the income of the Trust fund, or both.

The Trustee, or Personal Advisor appointed by the Trustee, shall periodically contact the Beneficiary, at least twice yearly, and any applicable associations for citizens with disability conditions, other relatives, Guardian if applicable, and any staff of any group home or waiver service providers, other residential facility staff and administrators where Ben may reside, regarding items and directives of this Trust for the beneficiary and the beneficiary's well-being. If there is a cost for travel etc., associated with this then the Trustee shall pay for those expenses from the Trust.

VIII

TRUSTEE(S) FEES

It is the intention of this Trust that the Trustees shall be reimbursed for reasonable time and expenses incurred in the service of this Trust. Trustees shall submit a statement for fees and expenses on a yearly basis and shall be reimbursed for all reasonable and applicable expenses.

IX

REPORTS

Periodic reports to the Court are not required, but may be required pursuant to the regulations of the Iowa Department of Human Services. The records of the Trustee(s) with respect to the Trust Estate shall be open at all reasonable times to the inspection of the Beneficiaries of this Trust and their accredited representatives

X

TRUST TERMINATION

This Trust shall terminate on the death of Benjamin Curtland, if it has not been terminated earlier pursuant to Paragraph IV (G) above. At termination of this Trust because of Ben's death, the Trustee may, but is not required to, pay the costs for beneficiary's last illness and death first, and then pay the remaining corpus to remainder beneficiaries listed in this document. This is at the discretion of the Trustee only. The Trustee(s) shall distribute free of trust the remaining balance of the Trust estate to any issue of Benjamin Curtland, by right of representation. If Benjamin Curtland leaves no issue, the remainder shall go to Christopher Curtland, absolutely.

XI

PERPETUITIES

Notwithstanding the directions heretofore given to my Trustee(s) as to the Trust term, the Trust established herein shall terminate, if it has not previously terminated, twenty-one (21) years after the death of all the named beneficiaries. Upon such

termination, the Trustee(s) shall immediately transfer, convey and distribute the remaining Trust assets to the persons then entitled to receive them.

XII

GOVERNING LAW

The validity, construction and administration of this Trust shall be governed by the laws of the State of Iowa.

Grantors and Trustee(s) have executed this Agreement at Marion, Linn County, Iowa on this 13th day of May, 2005.



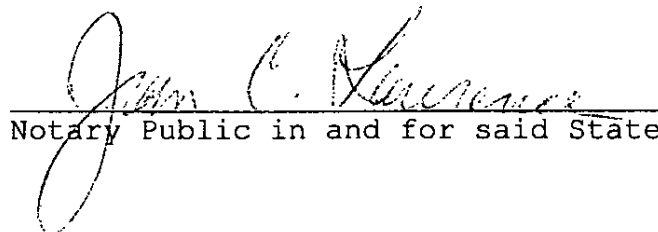
Dean Curtland
Grantor and Trustee



Susan Curtland
Grantor and Trustee

STATE OF IOWA, COUNTY OF LINN) ss:

On this 13th day of May, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dean Curtland and Susan Curtland, to me known, to be the persons in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for said State

3/16/07

Fred Dunning
Fred Dunning
Alternate Trustee

Mary Cozza
Mary Cozza
Alternate Trustee

STATE OF FLORIDA, COUNTY OF Hillsborough) ss:

On this 28 day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Fred Dunning, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.



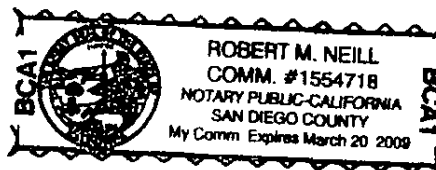
Natalie Parsons
My Commission DD158894
Expires October 18, 2006

Natalie Parsons
Notary Public in and for the State of Florida

STATE OF CALIFORNIA, COUNTY OF San Diego) ss:

On this 15th day of July, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mary Cozza, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that she as such fiduciary, executed the same as the voluntary act and deed of herself and of such fiduciary.

Robert M. Neill
Notary Public in and for the State of California





FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED
15 MAY 21 AM 10:22
STATE OF FLORIDA
TALLAHASSEE, FL 32314

April 22, 2015

CURLAND IRREVOCABLE TRUST
9286 SE VENUS ST
HOBE SOUND, FL 33455-5474

SUBJECT: CURLAND IRREVOCABLE TRUST
Ref. Number: W15000028228

We have received your document for CURLAND IRREVOCABLE TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The notary public's acknowledgement is incomplete. The seal, signature, and expiration date must be affixed. A notary public cannot notarize his own signature.

A COPY OF THE TRUST MUST BE ATTACHED TO THE AFFIDAVIT.

Please return the corrected 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) 245-6052.

Christine Haney
Regulatory Specialist II
New Filing Section

Letter Number: 215A00008126