THIS INSTRUMENT PREPARED BY:

Thomas A. Dozier
Dozier & Dozier
2407 Fruitville Road
Sarasota, Florida 34237
(941) 953-5797

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
ASAMS Receipt#1107119



TRUSTEE'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF SARASOTA)

BEFORE ME, the undersigned authority, personally appeared THOMAS A. DOZIER, (Affiant), who, being by me first duly sworn on oath, deposes and states that:

- l. Affiant is the current and sole successor Trustee of THE LAMAR B. DOZIER REVOCABLE TRUST AGREEMENT, dated September 28, 1995.
- 2. LAMAR B. DOZIER, the original Trustee of the Trust, died June 18, 1998, and pursuant to Article 5, 5.2 of the Trust, Affiant was designated successor Trustee.
- 3. That, as successor Trustee of said Trust, Affiant holds the fee simple title to the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

- 4. The aforementioned Trust is in full force and effect as of the date of this Affidavit and has not been revoked or amended or modified in any manner that would affect the powers of the Trustee.
- 5. Pursuant to the Trust, the Trustee has the power and authority to sell, transfer or convey real property, that said power continues to be in full force and effect, and that there are no limitations on said power or contrary provisions which appear in the Trust Agreement.
- 6. The copies of pages 1, 2, 7, 11 and 12 of the Trust which are attached hereto are true and correct copies.

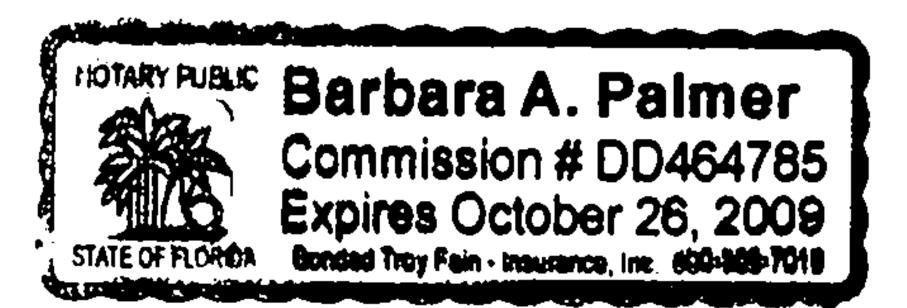
7. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read, or has heard read to him, the full facts of this Affiant, and understands its context.

FURTHER AFFIANT SAYETH NAUGHT.

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THOMAS A. DOZIER, as successor Trustee Of The Lamar B. Dozier Revocable Trust Agreement, dated September 28, 1995

Sworn to and subscribed before me on this 28 day of August, 2008, by THOMAS A. DOZIER, as successor Trustee of The Lamar B. Dozier Revocable Trust Agreement, dated September 28, 1995.



BARBARA A. PALMER, Notary Public

Personally Known X	OR Produced Identification	
Type of Identification Produced		

C:\2008TRUSTS/COVIEO/AFFIDAVI.TRU

Exhibit "A"

The West 100 feet of the S ½ of the W ½ of Block 45, LORD'S FIRST ASSITION TO THE TOWN OF SARASOTA, as per Plat thereof recorded in Plat Book A, Page 31, of the Public Records of Sarasota County, Florida, Less road right of way as set forth in Official Records Book 1731, Page 1319, Official Records Book 1760, Page 749 and in Official Records Book 1760, Page 751, of said Public Records.

THE LAMAR B. DOZIER REVOCABLE TRUST AGREEMENT

LAMAR B. DOZIER, the "Grantor", having certain assets as set forth on Schedule "A" attached, transfers all such assets and all investments and reinvestments thereof and additions thereto to the Trustee, hereinafter named and appointed, IN TRUST, on the following terms and conditions. (Throughout this document "Trustee" shall refer collectively to any and all Trustees at any time serving hereunder.)

ARTICLE 1.

1.1) The trust assets shall consist of the foregoing and such other assets as the Grantor may transfer to the Trustee, or which the Trustee shall receive and accept from any other persons or sources, including the Grantor's estate, without inquiring into the Personal Representative's administration or accounting, and any other assets substituted therefor or added thereto.

ARTICLE 2.

2.1) This trust shall be referred to as "THE LAMAR B. DOZIER REVOCABLE TRUST AGREEMENT".

ARTICLE 3.

- 3.1) The Grantor may, at any time or times, amend or revoke this Agreement in whole or in part by instrument in writing (other than a Will) delivered to the Trustee. The trust property to which any revocation relates shall be conveyed to the Grantor or otherwise as the Grantor directs. This power is personal to the Grantor and may not be exercised by Grantor's guardian, conservator, attorney-in-fact or others.
- 3.2) Except as otherwise provided in paragraph 3.3 below, Grantor also reserves the right to require changes in investments and to withdraw any or all of the assets of the trust estate, including any insurance policies.
- 3.3) If, at any time during the continuance of this trust, Grantor is adjudicated incapacitated or incompetent by a court of appropriate jurisdiction, his personal powers of amendment, revocations, and right to withdraw income or other assets or to make any changes with respect to insurance policies subject to this trust agreement will be suspended during that incapacity or incompetency. If, at any time, the Trustee, or successor Trustee if Grantor is acting as Trustee, has a reasonable basis to believe that Grantor is suffering from any mental or physical incapacity that would affect his judgment concerning the assets of the trust estate, the Trustee shall give Grantor written notice to that effect, and Grantor's right to amend or revoke this trust or to demand payments from the trust estate will be suspended until the issue of Grantor's incapacity is determined. Such incapacity of Grantor shall be determined by Grantor's spouse, MILLICENT B. DOZIER, and Grantor's children, WILLIAM B. DOZIER, THOMAS

A. DOZIER, JOHN E. DOZIER, RICHARD L. DOZIER, and JAMES R. DOZIER, with the concurrence of two (2) medical doctors, one (1) of which shall be the doctor then serving the Grantor.

ARTICLE 4.

4.1) The Grantor is married to MILLICENT B. DOZIER, and has five (5) children, namely, WILLIAM B. DOZIER, THOMAS A. DOZIER, JOHN E. DOZIER, RICHARD L. DOZIER, and JAMES R. DOZIER.

ARTICLE 5.

- 5.1) The Trustee of this trust shall be LAMAR B. DOZIER.
- 5.2) Upon the death, resignation or incapacity of LAMAR B. DOZIER to act as Trustee, Grantor's son, THOMAS A. DOZIER, is hereby designated to serve as successor Trustee. In the event of the death, resignation, or incapacity of THOMAS A. DOZIER to act as successor Trustee, then Grantor's son, WILLIAM B. DOZIER, shall serve as successor Trustee. In the event of the death, resignation, or incapacity of WILLIAM B. DOZIER to act as successor Trustee, then Grantor's son, JOHN E. DOZIER, shall serve as successor Trustee.
- 5.3) Any Trustee may resign at any time by written notice to Grantor, if living, otherwise to any other trustee and to each beneficiary then entitled to receive or have the benefit of the income from the trust. In the event of the resignation, inability to act, or refusal of appointment of a successor Trustee, acting or appointed to act hereunder, the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust shall appoint a successor Trustee.
- 5.4) The guardian or conservator of the estate of a beneficiary under legal disability, or the parents or surviving parent of a minor beneficiary for whose estate no guardian has been appointed, may act for such beneficiary in making any appointment and giving any approval under this Article.
- 5.5) The successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income, the successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.
- 5.6) No Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. No statute with respect to underproductive property shall apply to any trust under this Agreement.

depends, or into the continued existence of the power or authority of the transaction, or the proper application of the proceeds or other consideration.

- 10.5) The trusts created shall in any event terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries of the trusts created hereunder as shall be living at the time of Grantor's death, and thereupon the property held in trust shall be distributed, discharged of trust, to the then income beneficiaries thereof, in accordance with their respective interest in each particular trust.
- 10.6) Unless otherwise specifically indicated, any distribution of income required to be made hereunder shall be made at times fixed by the Trustee but at least as often as quarter-annually.

ARTICLE 11.

- I hereby grant to the Trustee of each trust established hereunder (including any substitute or successor Trustee) the continuing, absolute, discretionary power to deal with any property, real or personal, held in my estate or in any trust, as freely as I might in the handling of my own affairs. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. Without, in any way, limiting the generality of the foregoing, I hereby grant to any Trustee hereunder the following specific powers and authority, in addition to, and not in substitution of, powers conferred by law:
- A. To compromise, settle or adjust any claim or demand by or against any trust and to agree to any rescission or modification of any contract or agreement.
- B. To retain any security or other property owned by me at the time of my death, so long as such retention appears advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange. My Trustee may presume that I have confidence in the securities owned by me at the time of my death, and, therefore, no sale thereof shall be made solely in order to diversify investments.
- C. To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.
- D. To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to any security or property, real or personal, held in any trust fund, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as the Trustee may deem advisable.

IN WITNESS WHEREOF, the Grantor and Trustee have signed and sealed this instrument on this <u>28</u> day of September, 1995.

Signed, sealed, delivered and acknowledged by the Grantor and Trustee, respectively, in the presence of the following witnesses who each signed as witnesses in the presence of the Grantor and Trustee, respectively, and in the presence of each other.

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W. R. Wallen

W.R. WALDEN

Barbara a. Relmas

BARBARA A. PALMER As to Grantor

W.R. Walder

W.R. WALDEN

BARBARA A. PALMER

As to Trustee

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was executed and acknowledged by LAMAR B. DOZIER as Grantor, before me on this $\frac{28}{28}$ day of September, 1995.

CC326443

WY COMMISSION EXP.

OF FLOO OCT. 26,1997

BARBARA A. PALMER, Notary Public

LAMAR B. DOZIER,

LAMAR B. DOZIER,

Grantor

Trustee

(SEAL)

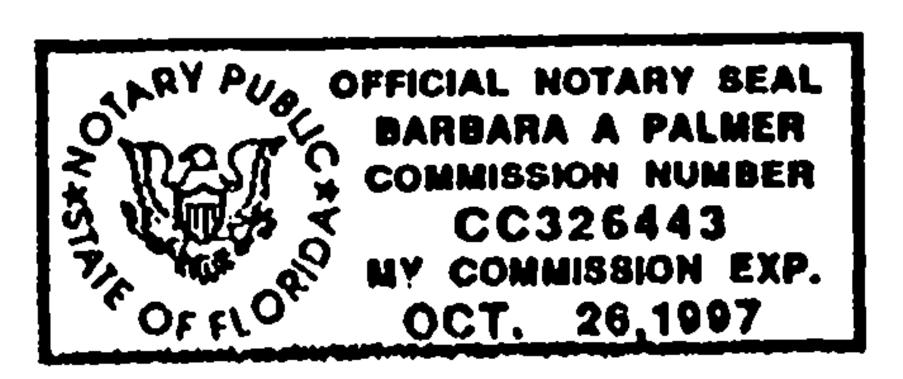
(SEAL)

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STATE OF FLORIDA) COUNTY OF SARASOTA)

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The foregoing instrument was executed and acknowledged by LAMAR B. DOZIER as Trustee, before me on this <u>All</u> day of September, 1995.



BARBARA A. PALMER, Notary Public

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