



City of Marco Island
GROWTH MANAGEMENT DEPARTMENT

50 Bald Eagle Drive
Marco Island, Florida 34145
239-389-5000

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

- a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

- b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership

- c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership
Kenneth D. Goodman, as trustee of Collier Parks Trust Foundation dated November 24, 2020,	100%
3838 Tamiami Trail North, Suite 300, Naples, Florida 34103	
A copy of the trust is attached.	

- d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

- e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

- f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

- g. Date subject property acquired _____ on or about May 10, 2021.

☐ Leased: Term of lease _____ years /months

If, Petitioner has option to buy, indicate the following:

CITY OF MARCO ISLAND
GROWTH MANAGEMENT DEPARTMENT

50 Bald Eagle Drive
Marco Island, Florida 34145
239-389-5000

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION
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Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to City of Marco Island immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
ATTN: Intake
50 Bald Eagle Drive
Marco Island, FL 34145

 _____, As Trustee
Agent/Owner Signature

November 15, 2021

Date

Kenneth D. Goodman, as Trustee of Marco Park Trust dated February 10, 2020

Agent/Owner Name (please print)

COLLIER PARKS TRUST FOUNDATION

I, **KENNETH D. GOODMAN**, of Naples, Collier County, Florida, and a U.S. citizen (referred to in the first person) hereby transfer to **KENNETH D. GOODMAN**, as trustee (referred to as "trustee"), the sum of One Dollar (\$1), the receipt of which is acknowledged by the trustee, which together with all investments and reinvestments thereof and additions thereto (the "trust property") shall be held subject to the following trust:

ARTICLE I - TRUST TITLE

This instrument, as from time to time amended, is designated the "COLLIER PARKS TRUST FOUNDATION Dated November 24, 2020" (referred to as the "Foundation").

ARTICLE II - IRREVOCABILITY

2.1 IRREVOCABILITY. This Agreement shall be irrevocable. I hereby expressly waive all rights and powers I might otherwise have, whether alone or with others, to alter, amend, revoke or terminate any of the terms of this Agreement, in whole or in part.

2.2 LIMITED POWER OF AMENDMENT. The trustee, however, shall have the power, acting alone, to amend this Agreement in any manner required for the purpose of ensuring that the Foundation qualifies and continues to qualify as a tax-exempt organization within the requirements of section 501(c)(3) of the Internal Revenue Code (hereafter referred to as the "Code").

ARTICLE III - OBJECTS AND PURPOSES OF TRUST

3.1 INTENT TO ESTABLISH TAX-EXEMPT ORGANIZATION. It is my intent that this Foundation shall constitute a tax-exempt organization under section 501(c)(3) of the Code and that contributions to the Foundation shall be deductible for federal and state estate, gift, income, and inheritance tax purposes as allowed by law. Accordingly, all the provisions of this Agreement shall be construed and the Foundation administered in accordance with said intention and in a manner consistent with the relevant provisions of the Code and the related Treasury Regulations and with any successor section or Treasury Regulations and any Revenue Rulings, Revenue Procedures, Notices, or other administrative pronouncements that may be issued thereunder interpreting same.

3.2 CHARITABLE INTENT. I have significant desire to fund the creation of parks, preserves, and other undeveloped lands to preserve those properties in Collier and Lee Counties, Florida, for current and future generations. This may include acquisition of lands in Collier or Lee Counties from unrelated third parties, and then gifting or otherwise transferring such properties to the State of Florida, a county or city governmental unit, or other Charitable Organization, for public use.

ARTICLE IV - ADMINISTRATION OF FOUNDATION

4.1 TAX-EXEMPT STATUS. The trustee shall apply for recognition of exemption by filing IRS Form 1023 and all other applicable returns as required to establish the Foundation as a tax-exempt organization under section 501(c)(3) of the Code.

4.2 ACCEPTANCE OF PROPERTY. The trustee may receive and accept property, whether real, personal, or mixed, by way of bequest, devise, or gift, from any person, firm, trust, or corporation, or other entity, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Agreement; provided, however, that no bequest, devise, or gift of any such property shall be received and accepted if it is conditioned or limited in such a manner as to require the disposition of income or its principal to any person or organization other than a Charitable Organization or for other than Charitable Purposes, or as shall in the opinion of the trustee jeopardize the federal income tax exemption of the Foundation pursuant to section 501(c)(3) of the Code.

4.3 PAYMENTS FOR CHARITABLE PURPOSES. The income and principal of all property received and accepted by the trustee to be administered under this Agreement shall be held in trust by the trustee, and the trustee may make distributions or payments from income or principal, or both, to or for the use of such Charitable Organizations in such amounts and for such Charitable Purposes of the Foundation as the trustee from time to time shall determine and select; and the trustee may make distributions or payments from income or principal, or both, directly for such Charitable Purposes in such amounts as the trustee shall from time to time determine and select without making use of any other Charitable Organization. The trustee may also make distributions or payments of all or any part of the income or principal to states, territories, or possessions of the United States, any political subdivision of the foregoing, or to the United States or the District of Columbia but only for Charitable Purposes. Income or principal derived from contributions by corporations shall be distributed by the trustee for use solely within the United States or its territories or possessions.

4.4 FOUNDATION TERM. The Foundation shall terminate on December 31, 2025, unless the trustee, in the trustee's sole and absolute discretion, terminates the Foundation prior thereto and distributes all of the Foundation's income and principal for one or more Charitable Purposes to one or more Charitable Organizations, or to a state or local government, for a public purpose. Upon the termination of the Foundation, any remaining trust property shall be distributed for one or more Charitable Purposes to one or more Charitable Organizations, or to a state or local government, for a public purpose.

4.5 CREATION OF NON-PROFIT CORPORATION. The trustee may form and organize a non-profit corporation limited to the uses and purposes provided for in this Agreement, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the trustee; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the

creation and organization of such corporation, the trustee is authorized to convey to such corporation all the assets and property to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the trustee may determine, consistent with the provisions of this paragraph.

4.6 PROHIBITED TRANSACTIONS AND ACTIVITIES. The trustee shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of the Code. The trustee shall not engage in any act of self-dealing, as defined in section 4941(d), and shall not make any taxable expenditures, as defined by section 4945(d) of the Code. The trustee shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of section 4944 and the regulations thereunder, or retain any excess business holdings, within the meaning of section 4943(c) of the Code. No part of the net earnings of the Foundation shall inure or be payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of the Foundation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. No part of the activities of the Foundation shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE V - TRUSTEE

5.1 SUCCESSOR TRUSTEE. At any time while serving as trustee, a sole trustee may appoint a co-trustee or successor trustee of any trust created under this instrument. If the sole trustee ceases to act and another trustee is not then serving or designated to serve, then AMANDA LEIGH GOODMAN, if then living and able to act, otherwise DOROTHY M. BREEN, if then living and able to act, may appoint a successor trustee.

5.2 RESIGNATION OF TRUSTEE. A trustee of any trust may resign at any time.

5.3 COMPENSATION AND EXPENSES. A trustee shall be entitled to reasonable compensation for services rendered herein; provided, however, any trustee who has made a contribution to the Foundation shall not be allowed to receive any compensation thereafter. A trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such trustee's duties.

5.4 NO BOND OR COURT ACCOUNTING REQUIRED. No bond or surety is required of any trustee. No trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

5.5 NO DUTY TO EXAMINE PRIOR ACTS. No successor trustee shall be personally liable for any act or omission of any predecessor. A 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 WRITTEN INSTRUCTIONS. Each power to resign or appoint shall be exercised by written instrument delivered to each then acting trustee, and filed with the records of the trust.

ARTICLE VI - ADMINISTRATIVE PROVISIONS

6.1 INVESTMENT OF TRUST ASSETS. Nothing herein shall be construed to restrict the trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

6.2 TAXABLE YEAR. The taxable year of the trust shall be the calendar year.

6.3 GOVERNING LAW. The laws of Florida shall govern the validity and interpretation of the provisions of this Agreement; provided, however, the trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under section 664(d)(2) and (3) of the Code and the corresponding regulations.

6.4 POWERS. Any trustee serving hereunder shall have all of the powers from time to time conferred upon trustees by law, including the Florida Trust Code, as amended from time to time, except to the extent a power would conflict with this instrument, in which case the provisions of this instrument shall control. In addition to such powers, any trustee serving hereunder is specifically authorized:

a. To invest and reinvest the trust property in bonds, stocks, mortgages, bank deposits, notes or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds, including any participation in any common trust fund;

b. To sell at public or private sale, contract to sell, convey, exchange, transfer, and otherwise deal with the trust property;

c. To buy, sell, and trade in securities of any nature, and to pledge any securities held or purchased with such brokers as security for loans and advances made to the trustee;

d. To invest, reinvest or sell the trust property in split or future interests in property, or in underproductive property;

e. To employ accountants, attorneys, proxies, professional investment advisors, and agents, including a corporate fiduciary to act as agent or custodian, and to delegate to them such powers as the trustee considers desirable and the trustee shall pay the reasonable compensation and costs thereof solely from trust principal notwithstanding the expense allocations provided in the Florida Principal and Income Act under Chapter 738 of the Florida Statutes;

f. To designate, in writing and from time to time, a person or qualified corporation to act as special trustee with respect to any property which the trustee determines may require local management and/or control; any person or corporation acting as special trustee may resign at any time by written notice to the trustee; each special trustee shall have the powers granted to the trustee by this instrument, to be exercised only with the approval of the trustee, to whom the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this instrument;

g. To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the relationship;

h. To deposit or arrange for the deposit of securities in a central depository;

i. To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the trustee determines that readily marketable assets in the principal of the estate or trust will be insufficient for any renovation, major repair, improvement, or replacement of such property;

j. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

k. To transfer the situs of any trust property to any other jurisdiction as often as the trustee deems it advantageous to the trust; and

l. To perform other acts necessary or appropriate for the proper administration of a trust created hereunder.

6.5 REDUCTION OR RELEASE OF POWERS. Any trustee shall have the power to release or renounce any power, privilege, or right (including this power), or the power to reduce the scope and extent of any power, privilege or right (including this power). If there is more than one trustee of this trust, this power may be exercised by any one trustee, individually, or by all trustees, collectively.

6.6 TRUSTEE'S CERTIFICATE. A certificate signed by any trustee of a trust under this instrument and acknowledged by such trustee before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate respecting the terms of such trust and the identity of the trustee who, from time to time, is serving under it.

6.7 RELIANCE BY THIRD PARTIES. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any trustee or to see that the terms and conditions of this trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed by any one of the persons appearing of record to be a trustee hereunder shall be conclusive evidence in favor of every person relying thereon that this trust was in full force and effect, that the execution and delivery thereof was duly authorized, empowered and directed by the beneficiaries hereunder, and that such instrument or document is valid, binding, effective and legally enforceable. Any person dealing with the trust property or the trustee may always rely, without further inquiry, on a certificate signed by any one of the persons appearing of record to be a trustee hereunder, as to who is the trustee or the beneficiaries hereunder, or as to the authority of the trustee to act, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the trustee, or which are in any other manner germane to the affairs of the trust.

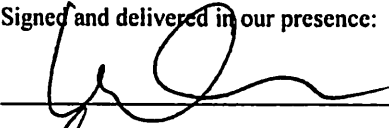
6.8 CONSTRUCTION AND GOVERNING LAW. The section headings used are for convenience only and shall not be resorted to for interpretation of this instrument. The law of the State of Florida shall govern the validity and interpretation of the provisions of this instrument.


6.9 DEFINITIONS. References in this instrument to "trustee" mean and include any co-trustee, alternate, or successor trustee. References in this instrument to various provisions of the "Internal Revenue Code" are to such designated provisions of the Internal Revenue Code of 1986, as amended, or any corresponding successor or replacement statute hereafter in effect. References to "Charitable Organizations" or "Charitable Organization" mean corporations,

trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for Charitable Purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office, and as described in section 170(b)(1)(A) of the Code. It is intended that a Charitable Organization described herein shall be entitled to exemption from federal income tax under section 501(c)(3) of the Code. References to "Charitable Purposes" shall be limited to and shall include only charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Code and in section 736.0405(1) of the Florida Trust Code, as amended.

IN WITNESS WHEREOF, this instrument is hereunto signed in the presence of the witnesses who shall hereafter subscribe their names hereto as attesting witnesses, this 24 day of November, 2020.

Signed and delivered in our presence:









KENNETH D. GOODMAN

ACCEPTED:





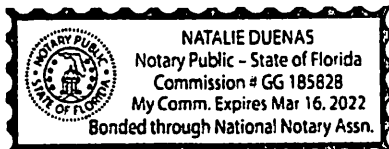



KENNETH D. GOODMAN, as Trustee

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of November, 2020, by KENNETH D. GOODMAN, individually and as trustee, who ☒ is personally known to me or ☐ has produced a driver's license as identification.

NOTARY PUBLIC:



Sign 

Print Natalie Duenas

State of Florida at Large
My Commission Expires: March 16, 2022