

**The Real Property, Probate and Trust Law Section  
Executive Council Meeting & Legislative Update  
The Breakers, Palm Beach, Florida  
Saturday, August 23, 2025**

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**Agenda**

**I. Presiding** – *Wm. Cary Wright, Chair*

**II. Secretary's Report - Wilhemina Kightlinger, Secretary**

1. Motion to approve minutes of the May 31, 2025, Executive Council meeting held at the Four Seasons, Disney. **p. 9**
2. RPPTL Executive Council Attendance Roster 2025-2026 (as of July 1, 2025). **p. 21**
  - a. Attendance Policy Reminder: RPPTL Section Bylaws, Article V, Section 4 states in relevant part, “. . . if any past section chair is absent from 10 consecutive in-state executive council meetings, or if any other member of the executive council fails to attend at least 2 in-state executive council meetings in-person in any membership year, the member is deemed to have resigned from the executive council, and any section office or position held by that person is deemed vacant . . . .”
  - b. Attention Executive Council Members: Please review the attendance roster and email Wilhelmina Kightlinger with any corrections or note the correction on the roster circulated at this meeting.

**III. Chair's Report — Wm. Cary Wright, Chair**

1. Recognition of Special Guests.
2. Thank you to our Sponsors. **p. 49**
3. Milestones.
  - a. Honorable Kenneth Gillespie – 17<sup>th</sup> Judicial Circuit Executive Director's Award
  - b. Lorna Brown-Burton – Lynn Futch Professionalism Award
  - c. Jason J. Quintero – Alan B. Bookman Service and Leadership Award
  - d. Jeremy Crawford – Appointed to Florida's First Judicial Circuit Judicial Nominating Commission
  - e. Sean Lebowitz – Installed as President of the South Palm Beach County Bar Association

f. Former Chair, Melissa Murphy – Retiring from The Fund

4. Interim Actions of the Executive Committee.

- a. Attendance Waivers granted January 28, 2025 and at June 27, 2025, Interim Executive Committee meeting via Zoom.
- b. Budget Amendment for 2026 RPPTL Out-of-State Meeting. **p. 50**
- c. Approval of Laurie Rowland contract for ActionLine. **p. 52**
- d. Approval of Janellen Green contract for ActionLine. **p. 55**
- e. Approval of Paisley Design/Laura Prichard for ActionLine and Executive Council Directory. **p. 58**
- f. Approval of Tracey Eller contract for e-blasts, work with CLE Committee and social media on behalf of the Section. **p. 59**
- g. Approval of Erin Chambers contract for assistance at in-state EC meetings. **p. 80**
- h. Selection of 2025-2026 Fellows.
  - i. Jennifer Thomas
  - ii. Mellissa Stubbs
  - iii. Emily Crain-Evans

5. 2025-2026 Executive Council Meeting Schedule. **p. 83**

6. 2025-2026 RPPTL Section Division Leadership Charts. **p. 84**

7. General Comments of the Chair.

**IV. Board of Governors Report – Paige A. Greenlee, Liaison**

**V. Chair-Elect's Report – Jon Scuderi, Chair-Elect**

1. 2026-2027 Executive Council Meeting Schedule. **p. 94**

**VI. Treasurer's Report – Angela M. Adams, Treasurer**

1. Statement of Financial Conditions ending, June 30, 2025. **p. 95**

2. Budget Amendment for 2026 RPPTL Out-of-State Meeting. **p. 105**

**VII. Director of At-Large Members Report – Brenda B. Ezell, Director**

**VIII. CLE Seminar Coordination Report** – Michael V. Hargett (Real Property) and Nicklaus J. Curley (Probate & Trust), Co-Chairs

1. Upcoming CLE Calendar as of August 13, 2025. **p. 107**

**IX. Legislation Committee Report** – Lee A. Weintraub (Real Property) and S. Dresden Brunner (Probate & Trust), Co-Chairs

**X. General Standing Committees Report** – Jon Scuderi, Chair-Elect

*Action Items:*

1. **Ad Hoc Transfer On Death Instrument (“TODI” f/k/a RTODD) Committee** – Christopher W. Smart, Alan S. “Steve” Kotler, Co-Chairs; Rebecca L. A. Wood, Vice Chair.

Motion to:

(A) support legislation creating new § 689.30 “Florida Real Property Transfer on Death Act” to provide for a statutorily-approved means and form for the transfer of real property upon the death of the grantor that avoids probate and also allows for the grantor the freedom to mortgage or convey the real property to the grantor or any third party without the consent or approval of the beneficiary;

(B) find that such proposed legislation is within the purview of the RPPTL Section;

(C) authorize transmittal of the proposed legislation to The Florida Bar Board of Governors with a request for the Board’s approval; and

(D) authorize the expenditure of funds from the Section’s budget necessary to effectuate the same. **p. 108**

*Information Items:*

1. **Liaison to The Florida Bar Pro Bono Legal Services** – Lorna E. Brown-Burton

Report by Lorna E. Brown-Burton **p. 181**

2. **Fellows** – Bridget M. Friedman, Chair

Introduction of new Fellows

3. **Professionalism and Ethics** - Alexander B. Dobrev and Laura K. Sundberg, Co-Chairs

4. **History** – Michael P. Stafford, Chair; E. Burt Bruton, Fred Jones, Co-Vice Chairs

**XI. Probate and Trust Law Division Report** – *Sancha K. Brennan, Division Director*

*Action Items:*

1. **Trust Law Committee** – *M. Travis Hayes, Chair; Jolyon D. Acosta, Frederick “Ricky” Hearn, and Jennifer J. Robinson, Co-Vice Chairs*

Motion to:

- (A) support legislation to extend protections for children born after a parent makes a will as currently available under the Probate Code to protections for a child born after the parent creates or updates a revocable trust;
- (B) find that such proposal is within the purview of the RPPTL Section;
- (C) authorize transmittal of the proposed legislation to The Florida Bar Board of Governors with a request for the Board’s approval; and
- (D) authorize the expenditure of funds from the Section’s budget necessary to effectuate the same. **p. 182**

*Information Items:*

None.

**XII. Real Property Law Division Report** – *Steven H. Mezer, Division Director*

*Action Items:*

None

*Information Items:*

None

**XIII. Probate and Trust Law Division Committees** – *Sancha K. Brennan, Division Director*

- 1. **Ad Hoc Guardianship Law Revision** – Stacy B. Rubel, Chair; David C. Brennan, Sancha K. Brennan and Nicklaus J. Curley, Co-Vice Chairs
- 2. **Asset Protection** — Justin Savioli, Chair; Richard R. Gans, Patrick J. Lannon, and Bo Trudeau, Co-Vice-Chairs

3. **Attorney/Trust Officer Liaison Conference** — Eamonn W. Gunther, Chair; Stacey L. Cole, Gail G. Fagan, Michael M. Rubenstein, Kimberly Bald, Sean Lebowitz, Yoshi Smith, Co-Vice Chairs
4. **Charitable Planning and Exempt Organizations** — Alyssa R. Wan, Chair; Carla DeLoach and Jeffrey Spina-Jennings, Co-Vice-Chairs
5. **Elective Share Review** — Cristina Papanikos, Chair; Lauren Y. Detzel, Jason P. Van Lenten, and Jenna Rubin, Co-Vice-Chairs
6. **Estate and Trust Tax Planning** — Andrew H. Thompson, Chair; Denise Cazobon and Joe Percopo, Co-Vice Chairs
7. **Guardianship, Power of Attorney and Advanced Directives** — Elizabeth M. Hughes, Chair; Stephanie L. Cook, Marve Ann Alaimo, and Jeff Eisel Co- Vice Chairs
8. **IRA, Insurance and Employee Benefits** — Charles W. Callahan, III, Chair; Rebecca C. Bell and Rachel N. Barlow, Co-Vice-Chairs
9. **Liaisons with ACTEC** — Elaine M. Bucher, Tami F. Conetta, Jerome L. Wolf, Charles I. Nash, L. Howard Payne, and Diana S.C. Zeydel
10. **Liaisons with Elder Law Section** — Travis D. Finchum and Marjorie E. Wolasky
11. **Liaison with the FSGA** – Stephanie Cook
12. **Liaisons with Tax Section** — William Lane, Brian M. Malec, and Brian C. Sparks
13. **Liaison with Professional Fiduciary Council** — Darby Jones
14. **OPPG Delegate** — Nicklaus J. Curley
15. **Principal and Income** — Jolyon D. Acosta and Keith B. Braun, Co-Chairs; Susan Kubar, Vice-Chair
16. **Probate and Trust Litigation** — R. Lee McElroy, IV, Chair; Cady L. Huss, Darren M. Stotts, and Barry Spivey, Co-Vice Chairs
17. **Probate and Trust Problem Study Committee** - Sean W. Kelley, Chair; Shelly Wald Harris and David Akins, Co-Vice Chairs
18. **Probate Law and Procedure** — Theodore S. Kypreos, Chair; Benjamin F. Diamond, Stacey Prince-Troutman, J. Grier Pressley, III, and Michael Sneeringer, Co-Vice Chairs
19. **Trust Law** — M. Travis Hayes, Chair; Jennifer J. Robinson, Frederick “Ricky” Hearn, and Jolyon Acosta, Co-Vice Chairs
20. **Wills, Trusts and Estates Certification Review Course** — J. Allison Archbold, Chair; J. Eric Virgil and Alyse Reiser, Co-Vice Chairs

**XIV. [Real Property Law Division Committees](#)** – *Steven H. Mezer, Division Director*

1. **Ad Hoc Covenants Running with Land** — Robert Freedman, Chair; Jeremy Cranford, and Ellie Taft, Co-Vice Chairs
2. **Attorney Banker Conference** — Kristopher E. Fernandez and Salome J. Zikakis, Co-Chairs; R. James “Jim” Robbins, Jr., and John Primeau Co-Vice Chairs
3. **Commercial Real Estate** — E. Ashley McRae and Alexandra D. Gable, Co-Chairs; Michael Maguire and Angelo Gasparri, Co-Vice Chairs
4. **Condominium and Planned Development Law Certification Review Course** — Alessandra Stivelman, Chair; Alan Schwartzseid and Laura Manning Co-Vice Chairs
5. **Condominium and Planned Development** — Joel McTeague, Jennifer

- Bloodworth, Co-Chairs; Jordan Haynes, and Christine Ertl, Co-Vice Chairs
6. **Construction Law** — Bruce D. Partington, Chair; Jason J. Quintero, and Brett Henson, Co-Vice Chairs
  7. **Construction Law Certification Review Course** -- Scott P. Pence, Chair; Jason J. Quintero and Ryan Sullivan, Co-Vice Chairs
  8. **Construction Law Institute** — Trevor B. Arnold, Chair; Nikki Bhavsar, and Haley R. Maple, Co-Vice Chairs
  9. **Development & Land Use** — Lisa B. Van Dien, Chair; Jin Liu and Gregg Strock, Co-Vice Chairs
  10. **Insurance & Surety** — Ann Q. Pollack and Debbie S. Crockett, Co-Chairs; Allison Hertz, and Reed Grimm Co-Vice Chairs
  11. **Liaisons with FLTA** — Alan K. McCall, Melissa J. Murphy, Alan B. Fields and James C. Russick
  12. **Liaison with American College of Real Estate Lawyers (ACREL)** — Martin A. Schwartz and William P. Sklar, Co-Liaisons
  13. **Liaison with American College of Construction Lawyers (ACCL)** — George J. Meyer
  14. **Liaison with Florida Realtors** – Louis “Trey” E. Goldman, III
  15. **Real Estate Certification Review Course** — Lloyd Granet, and Laura Licastro Co-Chairs; Martin S. Awerbach, and Melissa Scaletta, Co-Vice Chairs
  16. **Real Estate Leasing** — Christopher A. Sajdera, and Ryan J. McConnell Co-Chairs; Terrence Harvey, and Adele Stone Co-Vice Chairs
  17. **Real Property Finance & Lending** — Jason M. Ellison and Deborah B. Boyd, Co-Chairs; Jeremy Cranford and Nicole M. Villarroel, Co-Vice Chairs
  18. **Real Property Litigation** — Manuel “Manny” Farach and Amanda R. Kison, Co-Chairs; Sanjay Kurian and Lindsay Moczynski, Co-Vice Chairs
  19. **Real Property Problems Study** — Susan K. Spurgeon, and Brian W. Hoffman Co-Chairs; Leonard “Len” F. Prescott, and Scott Pence, Co-Vice Chairs
  20. **Residential Real Estate and Industry Liaison** — James “Jamie” A. Marx and Kristen K. Jaiven, Co-Chairs; Rebecca L.A. Wood and Erin Miller, Co-Vice Chairs
  21. **Title Insurance and Title Insurance Industry Liaison** — Christopher W. Smart, Chair; Leonard F. Prescott, and Shannon Widman, Co-Vice Chairs
  22. **Title Issues and Standards** — Amanda K. Hersem and Lee Offir Co-Chairs; Robert M. Graham, Cynthia Manfredi, and Melissa Scaletta, Co-Vice Chairs

**XV. General Standing Committees** — *Jon Scuderi, Chair-Elect*

1. **Ad Hoc Protocols** – Stacy O. Kalmanson, Chair; Colleen C. Sachs and Rachel Barlow, Co-Vice Chairs
2. **Ad Hoc Rules Revisions** – Shawn G. Brown, Thomas M. Karr, and J. Richard Caskey, Co-Chairs
3. **Ad Hoc TODI (Transfer on Death Instrument f/k/a RTODD)** — Christopher W. Smart and Alan S. “Steve” Kotler, Co-Chairs; Rebecca L.A. Wood, Vice Chair
4. **Amicus Coordination** —Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs; J. Grier Pressly, III and Brian Hoffman, Co-Vice Chairs
5. **Budget** — Angela Adams, Chair; Tae K. Bronner, Linda S. Griffin, Pamela O. Price, and Alfred J. Stashis, Jr., Co-Vice Chairs

6. **Communications** -- Michael V. Hargett, Chair; Laura K. Sundberg, Vice Chair
7. **CLE Coordination** — Michael Hargett and Nicklaus Curley, Co-Chairs; Robert Lancaster, Tattiana Stahl, Amanda R. Kison, Silvia B. Rojas, Christopher A. Sajdera, and John Cherneski Co-Vice Chairs
8. **Convention Coordination** — Stacy O. Kalmanson and Tae K. Bronner, Co-Chairs
9. **Disaster and Emergency Preparedness and Response** — Colleen C. Sachs, Chair; Amy B. Beller, Michael A. Bedke, and Daniel Sigel Co-Vice Chairs
10. **Fellows** — Bridget M. Friedman Chair; Taniquea C. Reid, Jeanette Mora, and Julia Jennison, Co-Vice Chairs
11. **History** – Michale P. Stafford Chair; E. Burt Bruton, Jr., Fred Jones, Co-Vice Chairs
12. **Homestead Issues Study** — Jeffrey A. Baskies, Chair; Jeremy T. Cranford, E. Burt Bruton, Jr., and Shane Kelley, Co-Vice Chairs
13. **Information Technology** — Hardy L. Roberts III, Chair; Alexander B. Dobrev, Jesse B. Friedman, and Jourdan Haynes, Co-Vice Chairs
14. **Law School Outreach** — Kymberlee C. Smith, Chair; Kristine L. Tucker, Co-Vice Chairs
15. **Legislation** — S. Dresden Brunner (PT) and Lee A. Weintraub (RP), Co-Chairs; Arthur J. Menor (RP), M. Travis Hayes (PT), Benjamin F. Diamond (PT), Stephanie Cook (PT), Nicklaus ("Nick") J. Curley, Rich McIver, Stacy Rubel, Stacy Kalmanson Co-Vice Chairs
16. **Legislative Update** — Salome J. Zikakis (RP), Gutman Skrande (PT) and Jennifer S. Tobin, Co-Chairs; Terrence L. Harvey (RP), and Jeffrey S. Goethe (PT), Brad Weiss, and Andrew Sasso, Co-Vice Chairs
17. **Liaison with:**
  - a. **American Bar Association (ABA)** — Robert S. Freedman, George J. Meyer, and Julius J. Zschau
  - b. **Business Law Section** -- Manuel Farach
  - c. **Clerks of Circuit Courts** — Zachary T. Zuroweste
  - d. **FLEA / FLSSI** — David C. Brennan and Roland D. Waller
  - e. **Florida Bankers Association** — Robert G. Stern and Mark T. Middlebrook
  - f. **Judiciary** — Ret. Judge Hugh D. Hayes, Judge Mark A. Speiser, Judge Michael Rudisill, and Judge Kenneth Gillespie
  - g. **Out of State Members** — John E. Fitzgerald, Jr. and Nicole C. Kibert Basler
  - h. **TFB Board of Governors** — Paige A. Greenlee
  - i. **TFB CLE Committee** — Nicklaus Curley and Michael V. Hargett
  - j. **TFB Council of Sections** — John C. Moran, Steve H. Mezer Wm. Cary Wright
  - k. **TFB Pro Bono Legal Services** — Lorna E. Brown-Burton
18. **Long-Range Planning** — Jon Scuderi, Chair
19. **Meetings Planning** — George J. Meyer, Chair; Scott Pence, and Tae Bronner, Co-Vice Chairs
20. **Membership** — Lawrence J. Miller, Chair; Shayla M. Johnson-Mount, Eryn E. Riconda, and Michael Sneeringer, Co-Vice Chairs
21. **Model and Uniform Acts** — Patrick J. Duffey and Amber E. Ashton, Co-Chairs;

Michael A. Bedke and Cullen I. Boggus, Co-Vice Chairs

**22. Professionalism and Ethics** — Alexander B. Dobrev, and Laura K. Sundberg Co-Chairs; Elizabeth A. Stoops, Ret. Judge Celeste H. Muir, and Hardy Roberts, Co-Vice Chairs

**23. Publications ActionLine** — Erin F. Finlen and Michelle G. Hinden, Co-Chairs; Alexander S. Douglas, II, Gregg I. Strock, Seth R. Kaplan, Daniel L. McDermott, Paul E. Roman, and Lisa Van Dien, Co-Vice Chairs

**24. Publications Florida Bar Journal** — J. Allison Archbold (PT) and Homer Duvall, III (RP), Co-Chairs; Marty J. Solomon, Jonathan A. Galler, Jack A. Falk, and Eryn Riconda, Co-Vice Chairs

**25. Sponsor Coordination** — Rebecca C. Bell, Chair; Marsha G. Madorsky, J. Michael Swaine, Cullen I. Boggus, Silvia B. Rojas, and Chris Smart Co-Vice Chairs

**26. Strategic Planning Implementation**— Robert S. Freedman, William T. Hennessey III, Robert “Bob” S. Swaine, Sarah S. Butters, and John C. Moran Co-Chairs

**XVI. [New Business](#)**

**XVII. [Adjourn](#)**

Motion to Adjourn.



**The Real Property, Probate and Trust Law Section  
Minutes of the Executive Council Meeting  
The Four Seasons, Orlando, Florida  
Saturday, May 31, 2025**

**Agenda**

**I. Presiding - John C. Moran, Chair**

The Chair called the meeting to order at approximately 9:34 a.m.

**II. Secretary's Report - Angela M. Adams, Secretary**

1. Secretary, Angela Adams, presented the Minutes of the February 8, 2025, meeting of the Executive Council held at The Ritz-Carlton, Amelia Island, FL for approval. A motion to approve those Minutes was made and seconded. The motion PASSED unanimously.

2. The Executive Council Attendance Roster for 2024-2025 (as of 5/12/2025) was circulated.

a. The Secretary reminded Council members of the attendance requirements in the Section's Bylaws, i.e.:

RPPTL Section Bylaws, Article V, Section 4 states in relevant part, ". . . if any past section chair is absent from 10 consecutive in state executive council meetings, or if any other member of the executive council fails to attend at least 2 in-state executive council meetings in-person in any membership year, the member is deemed to have resigned from the executive council, and any section office or position held by that person is deemed vacant."

b. The Secretary also asked Executive Council members to please review the Attendance Roster and either make a note of any corrections on the Roster or send her an e-mail message identifying requested corrections.

c. The Secretary announced that Hilary Stephens or Jeremy Citron will be sending an e-mail message to EC members asking whether any updates or corrections need to be made to your Directory listing or if you would like to provide a new head shot. Please reply if changes are needed!

**III. Chair's Report — John C. Moran, Chair**

1. The Chair introduced the following Special Guests:

- **Terry Hill**, Program Director of The Florida Bar.
- **Jeffrey Rynor** from the Board of Governors. Mr. Rynor, who is running for President-Elect of The Florida Bar, currently chairs the Bar's finance

committee and reviews the Section's financial statements. He congratulated the Section on its financial strength. He briefly detailed his background and experience and complimented the Section on the great job it does, especially on legislative matters.

- **Paige Greenlee** from the Board of Governors. Ms. Greenlee, who is also running for President-Elect of The Florida Bar, thanked the Section for all the excellent work the Section and its Executive Council does. She briefly detailed her background and experience

2. The Chair recognized and thanked all of the Section's Platinum, Gold, and Silver Sponsors, as well as the Section's App Sponsor. During the course of the meeting, the Chair invited the following Sponsor representatives to briefly address the Council:

Melissa Murphy - The Fund  
Bradley Tennent - Real Advice  
Ashley McRae - Old Republic Title  
Gary Marshall - Stout  
Richard DeNapoli - Coral Gables Trust

Catic – Although no one from Catic could attend this meeting, the Chair thanked them for their sponsorship.

J.P. Morgan - Carlos Battle had to leave, but the Chair thanked them for their sponsorship.

Karla Staker - FNF Family of Companies  
Laura Licastro - Westcor Land Title Insurance Company  
David Shanks – Stewart Title. He announced that Alan McCall recently retired from Stewart.

Lee Offir - Title Resources  
Joe Tschida – WFG National Title Insurance  
Travis Finchim - Guardian Trust  
Jennifer Bloodworth – First American Title Insurance Company

3. Milestones (We had lots to celebrate!)

TFB Construction Law Committee's Rising Star Award Recipient– Ryan Sullivan

New ACREL Members – Michael Hargett and Jeffrey Dollinger  
South Palm Beach County Bar Association's 65<sup>th</sup> President – Sean Lebowitz  
Ed Koran, a Past Chair of the Section, is retiring!  
Stuart Altman is also retiring!

Marathon runners - Shawn Brown and Manny Farach

Sadly, the Chair announced the passing of R. Norwood Gay, III, a long-time member of the Section and Executive Council.

Terry Hill joined us this weekend to celebrate 20 years with The Florida Bar. That career began as the Section Administrator of the RPPTL Section.

4. Annual Section Awards - The Chair announced the awards given at last night's Awards Dinner:

ALM of the Year – Zackary Zuroweste  
Rising Star – Probate and Trust Division – Marve Ann Alaimo  
Rising Star – Real Property Division – Michelle Hinden  
Lynwood Arnold, Jr. Memorial Award – Lawrence Miller  
William S. Belcher Lifetime Professionalism Award – Colleen Sachs  
John Arthur Jones Annual Service Award – Probate and Trust Division –  
Barry Spivey  
John Arthur Jones Annual Service Award – Real Property Division – Rob  
Freedman  
Robert C. Scott Memorial Award – Sarah Butters

And, to Karl Knowles, the ever-present man in the back of the room, The Grand Architect of Sound and Vision Award!

The Chair then re-awarded the Robert C. Scott to Sarah Butters so her mother could be present.

#### CONGRATULATIONS TO ALL!

5. The Chair reported the following Interim Actions of the Executive Committee:

a. Approved a Section position to oppose legislation that would modify Chapter 713 in a way that would materially and adversely impact the ability of the citizens of the State of Florida to contract for construction at a fair and reasonable cost; to find the position is within the Section's purview; and to expend funds to support the position. Copies of the White Paper and Legislative Position Request form are in the Agenda package for this meeting.

The Chair announced that, ultimately, the opposed bill did not pass in the 2025 legislative session.

b. Approved a Section position to oppose legislation that modifies or expands the role of curators or courts in probate administration proceedings unless such legislation is narrowly tailored to avoid conflicts with existing law, unnecessary probate filings, increased costs, or additional burdens on the court system; to find the position is within the Section's purview; and to expend funds to support the position. Copies of the White Paper and Legislative Position Request form are in the Agenda package for this meeting.

The Chair announced that, ultimately, the opposed bill did not pass in the 2025 legislative session.

c. Approved RPPTL.org Website Hosting and Maintenance Agreement with First Step Internet. A copy of that agreement is in the Agenda package for this meeting.

6. The Chair reported the following Interim Action of the Section Chair:

Creation of the Ad Hoc Legal Tender Committee – Sancha Brennan explained the legislation that passed and was signed by the governor resulting in the need for this Committee. The Committee will be chaired by Travis Hayes and is charged with reviewing the impact of the new statute on existing statutes impacting both RP and PT practitioners. (Gold Buillion may become legal tender.)

7. Ad Hoc Study Committee on Covenants Running with the Land - *Robert S. Freedman, Chair*

Rob Freedman gave an update on the work of Ad Hoc Study Committee on Covenants Running with the Land. Rob identified the Committee members and explained that the Committee has focused on the case, briefs, and how best to proceed. The Committee decided that it should wait and see what the Florida Supreme Court does. The Committee will quickly produce a CLE program once the Court rules, and will then focus on what, if anything, should be done in light of the ruling.

8. Strategic Plan Implementation - The Chair gave a brief update on the status of the implementation of the Strategic Plan and explained that the Executive Committee is referring to the Plan in connection with its discussions and decisions. A more detailed report was included in the Agenda package for this meeting.

9. General Comments of the Chair - The Chair again thanked Stacy Kalmanson and Stephanie Cook, Co-Chairs of the 2025 RPPTL Convention, for a fabulous Convention. The EC joined in the thanks with a round of applause.

The Chair also announced that for those going to Discovery Cove, meet at Grand Ballroom East. This is a casual outdoor event – dress accordingly!

Finally, the Chair thanked the Executive Committee and was about to heap loads of praise upon us when Katherine Frazier interrupted to invite John to join the other Past Chairs on the back row. While John sought to hurry off the dais and to the back row, his departure was halted by magician friend, Edward Achland. Edward reminded John of a FSU v UF game John had bet on and lost, resulting in John having to have a UF plate on his car for a year. Edward asked John if he was willing to take another risk. John's emphatic "NO!" was ignored and Edward invited Bill Hennessey, Debra Boje, Terry Hill, and Noelle Moran to the front. Bill, Debbie, Terry, and Noelle each selected a small bag. One held John's new, Past Chair name badge, three did not. John selected Debbie's bag.

Terry's bag held a "I Love the Gators – John C. Moran" name badge.

Bill's bag held a "John C. Moran – Assistant to Nick Curley" name badge.

Noelle's bag held a "John C. Moran – [Other] Section Chair" name badge.

Finally, Debbie's bag held "John C. Moran – Husband to Danielle Moran" badge (kidding), Debbie's bag held John's Gold, Past Chair, RPPTL Section 2024-2025 badge. (How did he guess that one??)

Following the fun at John's expense, Cary Wright took over the meeting.

#### **IV. Board of Governors Report – Michael Fox Orr, Liaison – No Report.**

**V. Chair-Elect's Report – Wm. Cary Wright, Chair-Elect**

1. Cary reviewed the 2025-2026 Executive Council Meeting Schedule and announced that there will be an opportunity to tour Budapest prior to boarding boat. Cary also reminded the Council that Jon Scuderi's out-of-state trip to Alaska will be in June next year and will also be spectacular. He encouraged EC members to attend both.

2. 2026-2027 Executive Council Meeting Schedule.

3. Cary concluded his Report by directing the Council to the 2025-2026 RPPTL Section Division Leadership Charts in the Agenda package for this meeting.

**VI. Treasurer's Report – S. Dresden Brunner, Treasurer**

Dresden Brunner reported that the Statements of Financial Condition through April 30, 2025, are in the Agenda package. The cost to provide for Zoom attendance at this meeting was \$492.09.

She also announced that the subcommittee to review the Section's reserves was formed and had its first meeting.

**VII. Director of At-Large Members Report – Wilhelmina F. Kightlinger, Director**

Willie Kightlinger reported that the ALMs had a great year and congratulated Zack Zuroweste on being selected ALM of year by his fellow ALMs. Willie thanked the ALMs for all they do.

Willie also asked that anyone interested in working on the No Place Like Home or Heirs projects please contact a local ALM. She also announced that Section members should be receiving e-mail updates from their respective Lead ALM. If anyone is not receiving these e-mails, check your computer's spam filter. If that does not work, let the ALMs Director know as there are occasionally issues with the listserv.

**VIII. CLE Seminar Coordination Report – Brenda Ezell (Real Property) and Nicklaus J. Curley (Probate & Trust), Co-Chairs**

Brenda thanked all those who contributed to CLE programs this past year, including Hilary Stephens and Jeremy Citron.

Nick Curley directed everyone's attention to the Upcoming CLE Calendar as of May 20, 2025, in the Agenda package for this meeting. Nick also announced that the CLE Committee will be pulling segments from some of the full day and multi-day programs to offer as one-hour webcasts.

**IX. Legislation Committee Report – Lee A. Weintraub (Real Property) and Sancha Brennan (Probate & Trust), Co-Chairs**

Sancha Brennan recognized and thanked her co-chair (Lee Weintraub) and the very hard-working committee members. Sancha also thanked Sarah Butters who, because of her presence in Tallahassee, was willing to rush to the Capitol at a moment's notice to appear at meetings or committee hearings on the Section's behalf.

On the legislation front, Sancha reported on the status of a number of bills, including CS/CS/SB 262 - Trusts (RPPTL Initiative) PASSED Legislature, pending Governor action

CS/CS/HB 1173 - Charitable Trusts – C. 2025-18, Laws of Fla (eff. 4/29/25)  
CS/HB 999 - Specie Legal Tender – C. 2025-100, Laws of Fla (eff. 7/1/26)  
CS/SB 106 - Exploitation of Vulnerable Adults PASSED, pending Governor action  
CS/SB 316 – Series LLC – PASSED, pending Governor action, eff. 7/1/26  
CS/HB 915 – Notary Public Fraud, C. 2025-82, Laws of Fla (eff. 7/1/25)

and the following bills which did not pass:

HB 417 – Curators

HB 407 – Guardianship of Property

HB 933 – Guardianship

HB 173 – Interest on Attorney Trust Accounts

STAY TUNED FOR THE LEGISLATIVE UPDATE in August for more details!

Key dates to remember are:  
Deadline for Action Items: Breakers Meeting 8/23/25  
2026 Session convenes 1/26/26.

#### **X. General Standing Committees Report – Wm. Cary Wright, Chair-Elect**

##### *Action Items:*

1. **Homestead Issues Study Committee** – Jeffery A. Baskies, Chair; Jeremy T. Cranford, E. Burt Bruton, Jr. and Shane Kelley, Co-Vice Chairs

Propose legislation to revise Florida Statutes, Section 196.01 to provide clarification that a provision in a lease which is for a term of 98 years or more which operates to terminate the leasehold interest of the lessee upon the death of the lessee will not cause the leasehold interest to fail to meet the requirements of Florida Statutes, Section 196.01.

Jeff Goethe explained the proposed legislation.

Motion to: (a) approve proposed legislation to revise Florida Statutes, Section 196.01 to provide clarification that a provision in a lease which is for a term of 98 years or more which operates to terminate the leasehold interest of the lessee upon the death of the lessee will not cause the leasehold interest to fail to meet the requirements of Florida Statutes, Section 196.01; (b) find that such proposal is within the purview of the RPPTL Section; (c) authorize transmittal of the proposed legislation to The Florida Bar Board of Governors with a request for the Board's approval; (d) authorize the expenditure of funds from the Section's budget necessary to effectuate the same.

Motion PASSED unanimously.

2. **Ad Hoc Transfer On Death Instrument ("TODI" f/k/a RTODD) Committee** - Christopher W. Smart, Alan S. "Steve" Kotler, Co-Chairs; Rebecca L. A. Wood, Vice Chair

This matter was deferred for the Committee to consider a proposed amendment.

*Information Items:*

1. 2025-2026 Leadership Training - Nick Curley announced that there will be some slight changes in Leadership Training for 2025-2026, such as rather than require all Chairs and Vice-Chairs to attend the training, only those moving into new positions will be required to attend, and there will be a Q and A opportunity.

2. **Liaisons to FLEA/FLSSI** – *Steven L. Hearn*

Steve Hearn acknowledged that, yes, he does know Ricky Hearn! Steve announced that David Brennan, who has been running both FLEA and FLSSI for 20 years, is stepping down. FLSSI creates and edits the Probate forms, and FLEA organizes the annual seminar(s). The Boards of both FLSSI and FLEA have historically been past chairs of the Section who worked voluntarily, without compensation for years.

Steve is taking on the task of President of FLEA and FLSSI and some new board members are being added, including some past chairs of the Section. There is a group in charge of reviewing and revising the FLSSI forms. Another group is in charge of The Probate Team seminar. If you receive a call to speak, the only acceptable answer is “yes.” The popular 2025 Probate Team seminar will be in Orlando in October.

3. **Liaison to the Florida Bar Pro Bono Legal Services** – *Lorna E. Brown-Burton*

Lorna Brown-Burton directed the Council’s attention to the report included in the Agenda package for this meeting. She also highlighted a few matters, including the need for volunteers in connection with the fall-out from Hurricanes Helene and Milton, especially in the Landlord–Tenant field; the tool kit for pro bono volunteers is on The Florida Bar’s website; and that attorneys can now obtain CLE credit for pro bono services (not to exceed 5 hours per 3-year reporting cycle).

**XI. Probate and Trust Law Division Report** – *Jon Scuderi, Division Director*

*Action Item:*

**Probate and Trust Litigation Committee** – *R. Lee McElroy, IV, Chair; Cady L. Huss and Darren M. Stotts, Co-Vice Chairs*

Lee McElroy presented the proposed legislation and noted that there has been no change in materials since this was an Information Item.

Motion to: (a) support legislation creating a summary process allowing trustee discharge in non-adversarial trust administrations without the need for judicial process; (b) find the legislative position is within the purview of the RPPTL Section; (c) authorize transmittal of the proposed legislation to The Florida Bar Board of Governors with a request for the Board’s approval; and (d) expend funds in

support of the proposed legislative position.

There was discussion on the Motion which included the following comments:

- This process is only available after a trustee has been a trustee for 6 months.
- To use this statute, the trustee must be in substantial compliance with the statutory accounting requirements

A hand vote was taken and the Motion PASSED.

*Information Items:*

1. **Trust Law Committee** – *David Akins, Chair; Jennifer J. Robinson, M. Travis Hayes, and Frederick “Ricky” Hearn, Co-Vice Chairs*

Proposed action seeking to support legislation to extend protections for children born after a parent makes a will as currently available under the Probate Code to protections for a child born after the parent creates or updates a revocable trust

David Akins explained proposed legislation.

2. **Workgroup on Uncontested Probate Proceedings.**

Theo Kypres gave an update. The Florida Supreme Court created the Workgroup to review and obtain feedback from practitioners. Several members of the Section’s Executive Council are members of Workgroup. The Workgroup has been meeting monthly and the deadline to report to the JMC is nearing. Some matters expected to be included in the Workgroup’s final report are uniform checklists, some uniform petitions and orders, a recommendation to make greater use of magistrates, and some proposed statutory tweaks to assist PRs in getting access to safe deposit boxes of decedents.

3. **Joint task Force with Business Law Section** – Denise Cazibon reported that the Charitable Planning and Exempt Organizations Committee has been reviewing Chapter 617 in light of the update being proposed by the Business Law Section. She asked that anyone with questions or issues notify her. The Business Law Section is scheduled to vote at its next meeting.

**XII. Real Property Law Division Report** – *Steven H. Mezer, Division Director*

*Action Item:*

**The Florida Bar’s Florida Realtor-Attorney Joint Committee** – *Colleen C. Sachs, Co-Chair of the Contract Subcommittee*

Request from the Florida Realtors-Attorney Joint Committee to the RPPTL Executive Council to approve updated Condominium Rider (Rider A) to the Florida



Realtors/Florida Bar Residential Contract for Sale and Purchase due to recent statutory changes. See attached Executive Summary of proposed changes to CR-7A. Condominium Rider to FR-Bar Residential Contract for Sale and Purchase which was circulated to the Executive Council, but not included in the Agenda package for this meeting.

Colleen Sachs presented the proposed changes and explained that one edit has been made to the version in the Agenda package for this meeting, that is, the addition of "regular periodic" in paragraph 3. As revised that paragraph would read:

**3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:**

- (a) Condominium Association assessment(s) and ~~Rent~~rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are

\$ \_\_\_\_\_ payable (**CHECK ONE**):    ☐ monthly    ☐ quarterly    ☐ semi-annually    ☐ annually

and the current rent on recreation areas, if ~~more than one Association assessment~~any, is

\$ \_\_\_\_\_ payable (**CHECK ONE**):    ☐ monthly    ☐ quarterly    ☐ semi-annually    ☐ annually

~~and the current rent on recreation areas, if any,~~  
~~is \$ \_\_\_\_\_ payable (**CHECK ONE**):~~

~~monthly \_\_\_\_\_ quarterly \_\_\_\_\_ semi-annually \_\_\_\_\_~~

~~annually~~

All regular periodic annual assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing, ~~and Buyer~~. Association assets and liabilities, including Association reserve accounts, shall reimburse Seller for prepayments not be prorated.

Motion from Florida Realtor/Attorney Joint Committee that the Executive Council of the Real Property, Probate and Trust Law Section of The Florida Bar approve the proposed revisions to Form CR-7 A. (Condominium Rider) to the FR-Bar Residential Contract for Sale and Purchase forms, as modified by the Committee on 5/29/2025 [change reflected above]; with the following provisos:

- 1) if the engrossed version of CS/CS/HB913 (2025) does not become law prior to publication of the revised Rider (scheduled for 7/1/2025 release), then the Committee is authorized to remove the changes to Paragraphs 5 and 9 which would have been necessitated by such law, and to change the termination period created in Paragraph 6(b) from 7 days to 3 days (to align with the statutory voidability period), without further action by the Executive Council, and
- 2) if the Division of Statutory Revision of the Florida Office of Legislative Services revises the incorrect statutory reference in Section 718.504, F.S. (to the definition of "structural integrity reserve study", which is found in 718.103(28), not (26)), then the Committee may revise the incorrect references in Paragraph 9 of the Rider, without further action by the Executive Council.

Motion seconded. Motion PASSED unanimously.

XIII. New Business - None

XIV. Adjourn

Meeting adjourned.

Respectfully submitted by:

*Angela M. Adams*

Secretary, RPPTL Section

## **EXECUTIVE SUMMARY**

of proposed changes to CR-7 A. Condominium Rider  
to FR-Bar Residential Contract for Sale and Purchase  
5/8/2025

Following close to 2 years of work on comprehensive changes to CR-7 A. Condominium Rider (the “Rider”), and in order to incorporate the statutory changes mandated by HB 913, which will take effect on July 1, 2025<sup>1</sup>, the attached revisions to the Condo Rider are presented by the Florida Realtor/Attorney Joint Committee for consideration by the Real Property, Probate and Trust Law Section’s Executive Council, with a request for approval of the revised Condo Rider to be presented as an action item at the Executive Council meeting scheduled for Saturday, May 31, 2025 in Orlando, Florida. The comprehensive changes are proposed in response to comments made by practitioners (both realtors and attorneys) which were received and reviewed by the Contract Subcommittee and a Condo Rider work group.

A new proviso was added to the beginning of the Rider pointing out the need for completion of additional Riders, and/or Homeowners’ Association/Community Disclosure riders (CR-7 B.), for each additional association which the property is subject to. The name and contact information for the Condominium Association (a new defined term throughout the Rider) was also moved from the end of the Rider to the top of the first page. Throughout the document, “Association” was changed to “Condominium Association” to reflect the new defined term.

### Paragraph 1:

Language added to further clarify the responsibilities of both seller and buyer when it comes to applications for approval by the Condominium Association.

### Paragraph 2:

Although they appear substantial, the changes in this paragraph are more structural than substantive. Changes were made to clarify that this provision is not a contract contingency but rather will result in an automatic termination if a right of first refusal is properly exercised by the Condominium Association or a member. The reference to brokerage commissions in the case of an automatic termination was removed, as those matters should be addressed in the separate compensation agreements between the various brokers and their customers.

### Paragraph 3:

- (a) Removed the reference to “more than one Association” because a separate Rider should be completed for any associations other than the Condominium Association described in the Rider. Clarified that contributions of a unit owner to Association assets, including reserves, are not to be prorated between the parties at Closing.
- (b) Removed reference to the Seller paying “any fees the Association charges to provide information about the Property, assessment(s) and fees” because that allocation is already covered in Paragraph 9 of the Contract.
- (c) This subparagraph was substantially re-worked to address on-going challenges with, among other things, a reference to “pending” assessments in (i). The goal was to allow maximum negotiability between the Seller and Buyer as to how assessments will be

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<sup>1</sup> The bill is still pending signature by the governor, who has indicated he will sign it “soon” (as of 5/23/2025).

allocated between them at Closing, regardless of whether the assessments exist as of the Effective Date, are imposed between Effective Date and Closing Date, or can be paid in installments that will come due after the Closing Date. Seller's knowledge regarding the existence of assessments or discussion of potential assessments during the 12-month period prior to the Effective Date was moved to the end of the subparagraph and revised to be a disclosure but not a representation.

Paragraph 5:

Changes mandated by HB 913.

Paragraph 6:

Original language of Paragraph 6 was moved into (a) and the Buyer's ability to "request", or not, the documents required under Section 718.503(2)(d), F.S. by checking a box was removed. There was concern that a Seller might inadvertently find themselves in a situation where the Contract voidability period extends all the way until Closing, where the Buyer checked the box not requesting the copies and therefore the Seller did not deliver the documents, because the statute does not allow the Buyer to waive their right to receive the statutorily-required documents.

Subparagraph (b) was added to allow the parties to negotiate a list of additional documents the Seller is required to provide to the Buyer as part of the Buyer's due diligence inquiries about the proposed unit purchase (with additional lines for writing in items that might be unique to the property in question). A termination period, similar to the statutory voidability period, was added to provide a specific remedy for a Buyer who does not receive the requested documents from the Seller. As with the statutory right, the Buyer's right to terminate under 6(b) ends at Closing.

Paragraph 7:

The previous paragraph 7, which contained a blank to be completed with a date on which the Buyer received the documents described in paragraph 5, was deleted and all subsequent paragraphs were re-numbered.

Paragraph 9:

Changes mandated by HB 913. The new legislation did not correct the error in the statute's reference to the definition of "structural integrity reserve study" (the correct reference is to Section 718.103(28), not Section 718.103(26) as stated in Section 718.503(2)(e)), but because the voidability period is contingent upon a disclosure using the exact language of the statute, the erroneous (statutorily-mandated) reference was left in subparagraphs (c) and (d) and a note was added to (c) identifying the correct location of the term's definition.

Paragraph 10:

Explanatory language was removed in favor of allowing the statutorily-required disclosure to speak for itself.

**ATTENDANCE ROSTER**  
**REAL PROPERTY PROBATE & TRUST LAW SECTION**  
**EXECUTIVE COUNCIL MEETINGS**  
**2024-2025**

Executive Committee	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Moran, John C., <b>Chair</b>		PT	✓	✓	Z	✓	✓	✓
Wright, Wm. Cary <b>Chair-Elect</b>	RP		✓	✓	Z	✓	✓	✓
Mezer, Steven H.. <b>Division Director Real Property</b>	RP		✓	✓	Z		✓	✓
Scuderi, Jon, <b>Division Director, Probate &amp; Trust</b>		PT	✓	✓	Z	✓	✓	✓
Adams, Angela M. <b>Secretary</b>		PT	✓	✓	Z	✓	✓	✓
Brunner, Dresden, <b>Treasurer</b>		PT	✓	Z	Z		✓	✓
Kightlinger, Wilhelmina <b>Director, At-Large Members</b>	RP		✓	Z	Z		✓	✓
Brennan, Sancha <b>Legislation Co-Chair Probate &amp; Trust</b>		PT	✓	✓	Z	✓	✓	✓
Weintraub, Lee, <b>Legislation Co-Chair, Real Property</b>	RP		✓	✓	Z	✓	✓	✓
Curley, Nicklaus J., <b>CLE Co-Chair Probate &amp; Trust</b>		PT	✓	✓	Z		✓	✓
Ezell, Brenda, <b>CLE Co-Chair Real Property</b>	RP		✓	✓	Z	✓	✓	✓
Frazier, S. Katherine <b>Immediate Past Chair</b>	RP		✓	Z	Z	✓	✓	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Acosta, Jolyon Delphin		PT	✓	✓	Z		Z	✓
Akins, David J.		PT	✓	✓	Z	✓	✓	✓
Alaimo, Marve Ann M.		PT	✓	✓	Z		✓	✓
Altman, Stuart H.		PT		Z	Z			
Archbold, J. Allison		PT	✓	Z	Z		✓	✓
Arnold, Casey		PT	✓	Z	Z		✓	✓
Arnold, Trevor B.	RP		✓	✓			✓	✓
Aron, Jerry E. <b>Past Chair</b>	RP							
Ashton, Amber E.	RP		✓				✓	✓
Awerbach, Martin S.	RP		✓	Z				✓
Bald, Kimberly A.		PT	✓	✓	Z		✓	✓
Ballaga, Raul	RP		✓	✓	Z		✓	✓
Barboza, Annabella	RP		Z	Z	Z		Z	Z
Barlow, Rachel N.		PT	Z	✓	Z		✓	✓
Baskies, Jeffrey A.		PT	✓		Z		Z	Z
Batlle, Carlos A.		PT	✓	✓	Z		✓	
Beales, III, Walter R. <b>Past Chair</b>	RP		✓					
Bedke, Michael A.	RP		✓		Z			
Behar, Jacobeli J.		PT	✓	✓	Z		Z	✓
Belcher, William F. <b>Past Chair</b>		PT	✓					✓
Bell, Kenneth B.	RP							
Bell, Rebecca Coulter		PT	✓	✓	Z	✓	✓	✓
Bell-Alexander, Darlene	RP		✓	Z	Z	✓	✓	✓
Beller, Amy B.		PT	✓		Z	✓	Z	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Bloodworth, Jennifer J.	RP		✓	✓			✓	✓
Boggus, Cullen			✓	✓	Z	✓	✓	✓
Boisrond, Sandy		PT	✓/Z	✓	Z	✓	✓	
Boje, Debra Lynn <b>Past Chair</b>		PT	✓	✓	Z	✓	✓	✓
Bouchard, Eve		PT	✓	Z	Z		✓	✓
Boyd, Deborah	RP		✓	✓	Z		✓	Z
Braun, Keith Brian		PT	✓	Z			Z	✓
Brenes-Stahl, Tattiana		PT		✓			✓	✓
Brennan, David C. <b>Past Chair</b>		PT	✓			✓	✓	✓
Bronner, Tae K.		PT	✓	Z	Z		✓	
Brown, Shawn G.	RP		✓	✓	Z		Z	✓
Brown-Burton, Lorna	RP		✓	✓	Z		Z	✓
Bruton, Jr., Ed Burt	RP		✓	✓		✓	✓	✓
Bucher, Elaine M.		PT	✓			✓	✓	
Butters, Sarah <b>Past Chair</b>			✓	Z	Z	✓	✓	✓
Callahan, III, Charles "Chad" W.		PT	✓	Z	Z		✓	✓
Caskey, John Richard "Rich"		PT	✓			✓	Sick/ Z	Z/Son's Grad.
Cazobon, Denise B.		PT	✓	✓	Z		✓	✓
Christiansen, Patrick <b>Past Chair</b>	RP						✓	
Cole, Stacey L.		PT	Z	Z	Z	✓	✓	✓
Coleman, Jami A.		PT	Z	Z	Z		✓/Z	✓
Conetta, Tami F.		PT	✓	✓	Z		Z	
Cook, Stephanie		PT	✓	✓	Z	✓	✓	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Cope, Jr., Hon. Gerald B.	RP		✓	✓	Z		Z	Z
Cornett, Jane Louise	RP		✓		Z		✓	✓
Cranford, Jeremy T.	RP		✓		Z	✓	✓	✓
Crockett, Debbie	RP			Z	Z			✓
Cummins, Amanda C.		PT			Z		✓	Z
Busey (was Danilchenko), Lauren	RP		✓	Z	Z		✓	✓
DeNapoli, Richard		PT	✓	✓		✓	✓	✓
Detzel, Lauren Y.		PT	✓		Z	✓	✓	✓
Diamond, Benjamin F.		PT	✓	✓	Z		✓	✓
Diamond, Sandra F. <b>Past Chair</b>		PT	✓	Z	Z		✓	✓
Dobrev, Alexander B.	RP		✓	Z	Z		Z	Z
Doddridge, Ryan		PT	✓	✓	Z		Z	✓
Dollinger, Jeffrey	RP		✓	Z	Z		✓	✓
Douglas, II, Alexander S.		PT	✓	✓	Z	✓	✓	✓
Dribin, Michael <b>Past Chair</b>		PT	✓	✓				
Duffey, Patrick J.		PT	✓					
Duvall, III, Homer	RP		✓	✓			✓	✓
Eisel, Jeffrey		PT	✓	✓	Z		✓	✓
Ellison, Jason M.	RP		✓	✓	Z		✓	✓
Ertl, Christene M.	RP		Z	Z	Z		✓	✓
Evert, Jamison C.		PT	✓	✓	Z		Z	✓
Fagan, Gail G.		PT	✓/Z	✓	Z	✓	✓	✓
Falk, Jr., Jack A.		PT	✓	✓	Z		Z	Z
Farach, Manuel	RP		✓	✓			✓	✓
Felcoski, Brian J. <b>Past Chair</b>		PT	✓	✓	Z		Z	✓



Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Fernandez, Kristopher E.	RP		✓	✓	Z	✓	✓	✓
Fields, Alan B.	RP		✓	✓			✓	✓
Finchum, Travis D.		PT	✓	✓	Z		✓	✓
Finlen, Erin F.		PT	✓	✓	Z		✓	✓
Fitzgerald, Jr., John E.		PT	Z	Z	Z			✓
Freedman, Robert (Rob) <b>Past Chair</b>	RP		✓	✓	Z		✓	✓
Friedman, Bridget		PT	✓	✓	Z	✓		Z
Friedman, Jesse B.		PT	Z	✓			Z	✓
Fugate, Norm	RP		✓	✓	Z		✓	✓
Gabel, Alexandra	RP			✓				
Galler, Jonathan A.		PT	✓	✓	Z			
Gans, Richard R.		PT		✓			Z	
Gelfand, Michael J <b>Past Chair</b>	RP		✓	✓	Z	✓	✓	✓
<del>George, Joseph P.</del>		PT	✓	✓	Resigned	from	EC	Oct. 2024
Gillespie, Hon. Kenneth L.				✓			✓	✓
Goethe, Jeffrey S.		PT	✓	✓	Z		✓	✓
Goldman, III, Louis “Trey”	RP		✓	✓	Z		✓	Z
Goldman, Robert W. <b>Past Chair</b>		PT			Z		✓	
Goodall, Deborah P. <b>Past Chair</b>		PT	✓	✓	Z	✓	Z	✓
Graham, Robert M.	RP		✓	✓	Z		Z	✓
Granet, Lloyd	RP		✓	✓	Z			Z
Griffin, Linda S.		PT	✓				Z	Z
Grimsley, John G. <b>Past Chair</b>		PT						
Gunther, Eamonn W.		PT	✓	✓			✓	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Guttmann, III, Louis B <b>Past Chair</b>	RP							
Hargett, Michael V.	RP		✓	✓	Z	✓	✓	✓
Harris, Shelly W.		PT	✓	✓	Z		✓	✓
Harvey, Terrance L.	RP		✓/Z	Z	Z		✓	Z
Hatcher, Brenna		PT	✓					
Hatcher, Hon. Mary								
Hayes, Hon. Hugh D.		PT	✓	✓				
Hayes, Michael Travis		PT	✓/Z	Z	Z		✓	✓
Haynes, Jourdan	RP		✓	✓	Z			✓
Hearn, Frederick “Ricky”		PT	✓		Z		✓	✓
Hearn, Steven L. <b>Past Chair</b>		PT		✓		✓		✓
Hellmuth, Kelly L.		PT	✓	Z	Z		✓	
Henderson, III, Thomas N.	RP		Z	Z	Z		✓	Z
Hennessey, William (“Bill”) <b>Past Chair</b>		PT		✓	Z	✓	Z	✓
Henson, Brett	RP		✓	Z			✓	✓
Hersem, Amanda	RP		✓	✓	Z		✓	Z
Hertz, Allison	RP		✓	✓	Z			✓
Heuston, Stephen P.		PT	✓	✓	Z	✓	✓	✓
Hinden, Michelle	RP		✓	✓	Z		Z	✓
Hipsman, Mitchell Alec		PT	✓	Z	Z	✓	✓	
Hoffman, Brian W.	RP		✓	✓	Z		✓	✓
Hughes, Elizabeth M.		PT	✓	✓	Z		✓	✓
Huss, Cady L.		PT	✓	Z	Z		Sick/Z	✓
Isphording, Roger O. <b>Past Chair</b>		PT						

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Jaiven, Kristen King	RP		✓	✓	Z		✓	✓
Jarrett, Sharifa K.		PT	✓	✓				
Johnson, Amber Jade		PT	✓	✓	Z		Z	✓
Johnson-Mount, Shayla	RP		✓		Z		Z	Z
Jones, Darby		PT	Z	✓	Z		Z	✓
Jones, Frederick W.	RP		✓	Z	Z		✓	Z
Kalmanson, Stacy O.	RP		✓	✓	Z	✓	✓	✓
Kangas, Michael R.		PT	✓	Z			✓/Z	✓
Kaplan, Seth		PT	✓	✓	Z		Z	✓
Karr, Thomas M.		PT		✓	Dr. Appt			
Kayser, Joan B. <b>Past Chair</b>		PT						Z
Kelley, Rohan <b>Past Chair</b>		PT	✓	✓				
Kelley, Sean W.		PT					✓	
Kelley, Shane		PT	✓			✓	✓	
Kibert-Basler, Nicole	RP				Z		Z	Z
Kinsolving, Ruth Barnes <b>Past Chair</b>	RP							
Kison, Amanda R.	RP		✓				✓	✓
Koren, Edward F. <b>Past Chair</b>		PT						
Kotler, Alan Stephen		PT	✓	✓	Z	✓	✓	✓
Kubar, Susan		PT	✓	✓	Z		Z	✓
Kurian, Sanjay	RP			✓			Z	Z
Kypreos, Theodore S.		PT	✓	✓	Z		✓	✓
Lancaster, Robert		PT	✓	Z	Z		✓/Z	✓
Lane, Jr., William R.		PT	✓		Z		✓	

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Lannon, Patrick J.		PT	✓	✓				✓
Lebowitz, Sean		PT	✓	✓	Z		✓	✓
Licastro, Laura	RP		✓	✓			✓	✓
Lile, Laird A. <b>Past Chair</b>		PT	✓	✓			Z	✓
Little, III, John W.	RP		✓	Z	Z		✓	
Liu, Jin	RP		Z	✓	Z			✓
Madorsky, Marsha G.		PT	✓	✓	Z		Sick	✓
Malec, Brian M.		PT	✓	Z	Z		Z	✓
Maple, Haley R.	RP		✓	Z	Z		Z	
Marger, Bruce <b>Past Chair</b>		PT						
Marx, James A.	RP		✓	✓	Z		Z	Z
McCall, Alan K.	RP		✓		Z			
McConnell, Eryn	RP		Z	Z	Z		✓	✓
McConnell, Ryan	RP		✓	Z	Z		✓	✓
McDermott, Daniel		PT	✓	Z	Z		Z	✓
McElroy, IV, Robert Lee		PT	✓	✓	Z		✓	✓
McIver, Richard S.	RP		Z	✓	Z	✓	✓	✓
McRae, Ashley E.	RP		✓		Z		✓	✓
McTague, Joel	RP		✓	✓	Z		✓	✓
Menor, Arthur J.	RP			✓		✓		✓
Meyer, George F. <b>Past Chair</b>	RP							
Miller, Erin M.	RP		✓	✓	Z		Z	✓
Miller, Lawrence J. ("Larry")		PT	✓	Z	Z		✓	✓
Moczynski, Lindsay	RP		✓	Z			✓	✓
Mora, Jeanette		PT	✓	Z	Z		Z	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Muir, Hon. Celeste H.		PT	✓	✓	Z		✓	✓
Murphy, Melissa J. <b>Past Chair</b>	RP		✓	✓			✓	✓
Nash, Charles I.		PT	Z	✓ / Z	Z		Z	Z
Neukamm, John B. <b>Past Chair</b>	RP		Z	Z	Z		✓	Z
Nguyen, Hung V.		PT	✓	✓			✓	✓
Offir, Lee	RP		✓	✓	Z	✓	✓	✓
O'Malley, Andrew M.	RP			✓			✓	
Orr, Michael Fox								
Papanikos, Cristina		PT	✓	✓			✓	✓
Partington, Bruce	RP		✓	Funeral	Z		Z	✓
Payne, L. Howard		PT						
Pence, Scott P.	RP		✓	✓				
Percopo, Joseph M.		PT	✓	✓			✓	Z
Pilotte, Frank		PT	✓	✓	Z	✓	✓	✓
Pollack, Anne Q.	RP		✓		Z		✓	✓
Prescott, Leonard "Len"	RP		✓	✓	Z	✓		✓
Pressly, III, Grier James		PT		✓	Z		Z	✓
Price, Pamela O.		PT			Z			
Prince-Troutman, Stacey		PT	✓		Z		✓	✓
Quintero, Jason J.	RP		✓	Z		✓	Absent/firm Annual Mtg	✓
Redding, John N.	RP		✓	Z	Z	✓	Sick/Z	✓
Reid, Taniquea		PT	Z	✓				✓
Reiser, Alyse M.		PT	✓	✓			✓	✓
Riconda, Eryn E.		PT	✓	✓	Z		Z/28 min	✓
Robbins, Jr., R. James	RP		✓	Z	Z		✓	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Roberts, III, Hardy L.	RP		✓	✓		✓	✓	
Roberts, Tance		PT	✓	✓	Z		✓	
Robinson, Jennifer		PT	✓	✓	Z		Z	Z
Rojas, Silvia B.	RP		✓	✓	Z	✓	✓	✓
Rolando, Margaret A. Past Chair	RP		✓	✓		✓	✓	✓
Roman, Paul E.		PT	✓	Z	Z		✓	Z
Romano, Antonio		PT	✓	Z	Z		✓	✓
Rubel, Stacy B.		PT	✓	✓	Z		✓	✓
Rubenstein, Michael M.		PT	✓	✓	✓		Z	✓
Rubin, Jenna		PT	✓/Z	Z	Z			
Rudisill, Hon. Michael	RP		✓	✓		✓		
Russick, James C.	RP		✓	✓	Z		✓	✓
Sachs, Colleen C.	RP		✓	✓	Z	✓		✓
Sajdera, Christopher	RP		✓	✓				✓
Sanchez-Medina, Roland								
Sasso, Andrew B.		PT	Z	Z	Z		Z	Z
Savioli, Justin		PT	✓	✓	Z		Z	✓
Scaletta, Melissa	RP		✓	✓	Z		✓	✓
Schwartz, Martin A.	RP			✓	Z			
Schwartz, Robert M.	RP		✓	✓	Z		✓	✓
Shanks, David	RP		✓	✓			✓	✓
Sheets, Sandra G.		PT	✓	✓	Z		✓	
Sherrill, Richard N.		PT	✓	✓			✓/Z	✓
Sklar, William P.	RP		✓				✓	✓
Skrande, Gutman		PT	✓	✓	Z			
Smart, Christopher W.	RP		✓	✓	Z	✓	Z	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Smith, Kymberlee C.	RP		Z	✓			✓	✓
Smith, G. Thomas <b>Past Chair/Hon. Member</b>	RP							
Smith, Yoshimi O.		PT	✓	✓	Z		Z	✓
Sneeringer, Michael A.		PT	Z	Z			✓	✓
Solomon, Marty J.	RP							
Sparks, Brian C.		PT	✓	Z	Z		Z	✓
Speiser, Hon. Mark A.		PT						
Spivey, Barry F.		PT	✓	✓	Z		Z	
Spurgeon, Susan K.	RP		✓		Z		✓	✓
Stafford, Michael P.		PT	✓	✓		✓	✓	
Staker, Karla J.	RP		✓	✓	Z	✓		✓
Stashis, Jr., Alfred Joseph		PT	Z	✓	Z	✓	✓	Z
Stern, Robert G.	RP		✓	Z	Z		Z	✓
Stivelman, Alessandra	RP		✓	Z	Z		✓	Z
Stoops, Elizabeth A.			✓	Z	Z	✓	✓/Z	
Stone, Adele I.	RP		✓	Z	Z		✓	✓
Stone, Bruce M. <b>Past Chair</b>		PT				✓		
Stotts, Darren		PT	✓	✓	Z		✓	✓
Strock, Gregg	RP		✓	✓	Z		✓	✓
Sullivan, Ryan	RP		✓	✓	Z			✓
Sundberg, Laura K.		PT	✓	✓	Z	✓	✓	✓
Swaine, J. Michael <b>Past Chair</b>	RP		✓					✓
Swaine, Robert S. <b>Past Chair</b>	RP							✓
Taft, Ellie	RP		✓	✓	Z			
Taylor, Richard W.	RP			✓	Z		✓	✓

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Thomas, Hon. Patricia		PT		Z	Z	✓	Z	Z/Fam. Emerg.
Thompson, Andrew H.		PT	✓	✓	Z	✓	✓	✓
Thornton, Kenneth E. "Kip"	RP		✓	✓	Z		✓	✓
Tobin, Jennifer S.	RP		✓/Z		Z	✓		Z
Trimyer, Brian	RP	PT	✓	✓	Z		✓	✓
Tschida, Joseph John	RP		✓	✓			✓	✓
Tucker, Kristine L.		PT	✓	✓				
Udick, Arlene C.	RP		✓	✓	Z	✓	✓	✓
Van Dien, Lisa Barnett	RP		✓		Z		✓	✓/ Z
Van Lenten, Jason Paul		PT		Z			Z	
Van Pelt, Kit E.		PT	✓		Z			
Villarroel, Nicole Marie	RP		✓	✓	Z		Z	✓
Virgil, J. Eric		PT	✓				✓	✓
Waller, Roland D. <b>Past Chair</b>	RP		✓	✓			✓	✓
Wan, Alyssa Razook		PT	✓	✓	Z			
Warner, Richard		PT	✓	✓	Z		✓	✓
Weiss, Brad R.	RP		✓	✓	Z			✓
Whittington, Charles	RP		✓		Z		Sick/Req excused	✓
Williams, Margaret A.	RP			✓				✓
Williams, Jorja		PT	✓	✓	Z		Z	✓
Williamson, Julie Ann <b>Past Chair</b>	RP							
Wohlust, G. Charles		PT	✓	✓	Z		Surgery 2/5/25	Z
Wolasky, Marjorie E.		PT	✓	Z	Z		Z	✓
Wolf, Jerome L.		PT	✓	Z	Z			
Wood, Rebecca	RP		✓	A - Speaking	Z		✓	✓



Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
				engagement				
Zeydel, Diana S.C.		PT	Z	Z	Z			
Zikakis, Salome J.	RP		✓	Z	Z	✓	✓	
Zimmer, Greg		PT						
Zschau, Julius J. Past Chair	RP						✓	
Zuroweste, Zack		PT	✓	✓	Z		✓	

Fellows	Division		7/27/24 Beakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Bailey, Camille	RP		N/A	✓			Z	✓
Cherneski, John		PT	✓	✓				
Clark, Danielle	RP		✓	✓		✓	✓	Z
Harmon, Sara Ashley		PT	✓	✓			✓	
Kolyesnik, Lyudmyla		PT	N/A	✓			✓	
Selvaraj, Natasha		PT	✓	✓	Z			✓
Super, Lisa	RP		N/A	✓			✓	✓
Valencia, Arienne		PT	N/A	✓			✓	

Legislative Consultants	Division		7/27/24 Beakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Brown, French	RP		✓	✓	Z		✓	✓
Dunbar, Marc								
Dunbar, Peter M.	RP		✓	✓	Z	✓	✓	✓
Edenfield, Martha Jane		PT	✓		Z	✓	✓	✓

# ATTENDANCE ROSTER

## REAL PROPERTY PROBATE & TRUST LAW SECTION

### EXECUTIVE COUNCIL MEETINGS

#### 2025-2026

Executive Committee	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Wright, Wm. Cary <b>Chair</b>	RP						
Scuderi, Jon <b>Chair-Elect</b>		PT					
Mezer, Steven H. <b>Division Director Real Property</b>	RP						
Brennan, Sancha K. <b>Division Director, Probate &amp; Trust</b>		PT					
Kightlinger, Wilhelmina F. <b>Secretary</b>	RP						
Adams, Angela M. <b>Treasurer</b>		PT					
Ezell, Brenda B. <b>Director, At-Large Members</b>	RP						
Brunner, S. Dresden <b>Legislation Co-Chair Probate &amp; Trust</b>		PT					
Weintraub, Lee A. <b>Legislation Co-Chair, Real Property</b>	RP						
Curley, Nicklaus J. <b>CLE Co-Chair Probate &amp; Trust</b>		PT					
Hargett, Michael V. <b>CLE Co-Chair Real Property</b>	RP						

Moran, John C. <b>Immediate Past Chair</b>		PT					
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Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Acosta, Jolyon Delphin		PT					
Akins, David J.		PT					
Alaimo, Marve Ann M.		PT					
Archbold, J. Allison		PT					
Arnold, Casey		PT					
Arnold, Trevor B.	RP						
Aron, Jerry E. <b>Past Chair</b>	RP						
Ashton, Amber E.	RP						
Awerbach, Martin S.	RP						
Bald, Kimberly A.		PT					
Ballaga, Raul	RP						
Barlow, Rachel N.		PT					
Baskies, Jeffrey A.		PT					
Battle, Carlos A.		PT					
Beales, III, Walter R. <b>Past Chair</b>	RP						
Bedke, Michael A.	RP						
Belcher, William F. <b>Past Chair</b>		PT					
Bell, Rebecca Coulter		PT					
Bell-Alexander, Darlene	RP						
Beller, Amy B.		PT					
Bhavsar, Nikki K.	RP						
Bild, Tara Rao		PT					

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Bloodworth, Jennifer J.	RP						
Boggus, Cullen		PT					
Boisrond, Sandy		PT					
Boje, Debra Lynn <b>Past Chair</b>		PT					
Boston, Wiley	RP						
Boyd, Deborah	RP						
Braun, Keith Brian		PT					
Brenes-Stahl, Tattiana		PT					
Brennan, David C. <b>Past Chair</b>		PT					
Brewer, Troupe	RP						
Bronner, Tae K.		PT					
Brown, Shawn G.	RP						
Brown-Burton, Lorna							
Bruton, Jr., Ed Burt	RP						
Bucher, Elaine M.		PT					
Busey, Lauren	RP						
Butters, Sarah <b>Past Chair</b>		PT					
Callahan, III, Charles "Chad" W.		PT					
Caskey, John Richard "Rich"		PT					
Cazobon, Denise B.		PT					
Cherneski, John		PT					
Christiansen, Patrick <b>Past Chair</b>	RP						
Cole, Stacey L.		PT					

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Coleman, Jami A.		PT					
Conetta, Tami F.		PT					
Cook, Stephanie		PT					
Cope, Jr., Hon. Gerald B.	RP						
Cornett, Jane Louise	RP						
Cranford, Jeremy T.	RP						
Crockett, Debbie	RP						
DeLoach, Carla A.		PT					
Detzel, Lauren Y.		PT					
Diamond, Benjamin F.		PT					
Diamond, Sandra F. <b>Past Chair</b>		PT					
Dobrev, Alexander B.	RP						
Doddridge, Ryan		PT					
Dollinger, Jeffrey	RP						
Douglas, II, Alexander S.		PT					
Dribin, Michael <b>Past Chair</b>		PT					
Duffey, Patrick J.		PT					
Duvall, III, Homer	RP						
Eisel, Jeffrey		PT					
Ellison, Jason M.	RP						
Ertl, Christene M.	RP						
Evert, Jamison C.		PT					
Fagan, Gail G.		PT					
Falk, Jr., Jack A.		PT					

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Farach, Manuel	RP						
Felcoski, Brian J. <b>Past Chair</b>		PT					
Fernandez, Kristopher E.	RP						
Fields, Alan B.	RP						
Finchum, Travis D.		PT					
Finlen, Erin F.		PT					
Fitzgerald, Jr., John E.		PT					
Frazier, S. Katherine <b>Past Chair</b>	RP						
Freedman, Robert (Rob) <b>Past Chair</b>	RP						
Friedman, Bridget	RP						
Friedman, Jesse B.		PT					
Fugate, Norm	RP						
Gabel, Alexandra	RP						
Galler, Jonathan A.		PT					
Gans, Richard R.		PT					
Gasparri, Angelo J.	RP						
Gelfand, Michael J <b>Past Chair</b>	RP						
Gillespie, Hon. Kenneth L.							
Goethe, Jeffrey S.		PT					
Goldman, III, Louis “Trey”	RP						
Goldman, Robert W. <b>Past Chair</b>		PT					
Goodall, Deborah P. <b>Past Chair</b>		PT					
Graham, Robert M.	RP						
Granet, Lloyd	RP						

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Greenlee, Paige (TFB Liaison)							
Griffin, Linda S.		PT					
Grimm, Reed	RP						
Grimsley, John G. <b>Past Chair</b>		PT					
Gunther, Eamonn W.		PT					
Guttmann, III, Louis B <b>Past Chair</b>	RP						
Hargett, Michael V.	RP						
Harris, Shelly W.		PT					
Harvey, Terrance L.	RP						
Hayes, Hon. Hugh D.							
Hayes, Michael Travis		PT					
Haynes, Jourdan	RP						
Hearn, Frederick “Ricky”		PT					
Hearn, Steven L. <b>Past Chair</b>		PT					
Hennessey, William (“Bill”) <b>Past Chair</b>		PT					
Henson, Brett	RP						
Hersem, Amanda	RP						
Hertz, Allison	RP						
Heuston, Stephen P.		PT					
Hinden, Michelle	RP						
Hipsman, Mitchell Alec		PT					
Hoffman, Brian W.	RP						
Hughes, Elizabeth M.		PT					
Huss, Cady L.		PT					



Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Isphording, Roger O. <b>Past Chair</b>		PT					
Jaiven, Kristen King	RP						
Jennison, Julia A.	RP						
Johnson, Amber Jade		PT					
Johnson-Mount, Shayla	RP						
Jones, Darby		PT					
Jones, Frederick W.	RP						
Kalmanson, Stacy O.	RP						
Kangas, Michael R.		PT					
Kaplan, Seth		PT					
Karr, Thomas M.		PT					
Kayser, Joan B. <b>Past Chair</b>		PT					
Kelley, Rohan <b>Past Chair</b>		PT					
Kelley, Sean W.		PT					
Kelley, Shane		PT					
Kibert-Basler, Nicole	RP						
Kinsolving, Ruth Barnes <b>Past Chair</b>	RP						
Kirkland, Robert K.		PT					
Kison, Amanda R.	RP						
Koren, Edward F. <b>Past Chair</b>		PT					
Kotler, Alan Stephen		PT					
Kubar, Susan		PT					
Kurian, Sanjay	RP						
Kypreos, Theodore S.		PT					

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Lancaster, Robert		PT					
Lane, Jr., William R.		PT					
Lannon, Patrick J.		PT					
Lebowitz, Sean		PT					
Licastro, Laura	RP						
Lile, Laird A. <b>Past Chair</b>		PT					
Little, III, John W.	RP						
Liu, Jin	RP						
Madorsky, Marsha G.		PT					
Maguire, Michael	RP						
Malec, Brian M.		PT					
Manning, Laura	RP						
Maple, Haley R.	RP						
Marger, Bruce <b>Past Chair</b>		PT					
Marx, James A.	RP						
McCall, Alan K.	RP						
McClure, Anthony		PT					
McConnell, Eryn	RP						
McConnell, Ryan	RP						
McDermott, Daniel		PT					
McElroy, IV, Robert Lee		PT					
McIver, Richard S.	RP						
McRae, Ashley E.	RP						
McTague, Joel	RP						
Menor, Arthur J.	RP						

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Meyer, George F. <b>Past Chair</b>	RP						
Middlebrook, Mark		PT					
Miller, Erin M.	RP						
Miller, Lawrence J. ("Larry")		PT					
Moczynski, Lindsay	RP						
Mora, Jeanette		PT					
Muir, Hon. Celeste H.							
Murphy, Melissa J. <b>Past Chair</b>	RP						
Naples, David D., Jr.							
Nash, Charles I.		PT					
Neukamm, John B. <b>Past Chair</b>	RP						
Nguyen, Hung V.		PT					
Norris, Guy W.	RP	PT					
Offir, Lee	RP						
O'Malley, Andrew M. <b>Past Chair</b>	RP						
Papanikos, Cristina		PT					
Partington, Bruce	RP						
Payne, L. Howard		PT					
Pence, Scott P.	RP						
Percopo, Joseph M.		PT					
Pilotte, Frank		PT					
Pollack, Anne Q.	RP						
Prescott, Leonard "Len"	RP						
Pressly, III, Grier James		PT					

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Price, Pamela O.		PT					
Primeau, John	RP						
Prince-Troutman, Stacey		PT					
Quintero, Jason J.	RP						
Redding, John N.	RP						
Reid, Taniquea		PT					
Reiser, Alyse M.		PT					
Riconda, Eryn E.		PT					
Robbins, Jr., R. James	RP						
Roberts, III, Hardy L.	RP						
Roberts, Tance		PT					
Robinson, Jennifer		PT					
Rojas, Silvia B.	RP						
Rolando, Margaret A. <b>Past Chair</b>	RP						
Roman, Paul E.		PT					
Romano, Antonio		PT					
Rubel, Stacy B.		PT					
Rubenstein, Michael M.		PT					
Rubin, Jenna		PT					
Rudisill, Hon. Michael							
Russick, James C.	RP						
Sachs, Colleen C.	RP						
Sajdera, Christopher	RP						
Sasso, Andrew B.		PT					
Savioli, Justin		PT					
Scaletta, Melissa	RP						

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Schwartz, Martin A.	RP						
Schwartz, Robert M.	RP						
Schwartzseid, Alan	RP						
Shanks, David	RP						
Sheets, Sandra G.		PT					
Sherrill, Richard N.		PT					
Siegel, Daniel A.		PT					
Sklar, William P.	RP						
Skrande, Gutman	RP						
Smart, Christopher W.	RP						
Smith, Kymberlee C.	RP						
Smith, G. Thomas <b>Past Chair/Hon. Member</b>	RP						
Smith, Yoshimi O.		PT					
Sneeringer, Michael A.		PT					
Solomon, Marty J.	RP						
Sparks, Brian C.		PT					
Speiser, Hon. Mark A.							
Spina-Jennings, Jeffrey J.		PT					
Spivey, Barry F.		PT					
Spurgeon, Susan K.	RP						
Stafford, Michael P.		PT					
Staker, Karla J.	RP						
Stashis, Jr., Alfred Joseph		PT					
Stern, Robert G.	RP						
Stivelman, Alessandra	RP						

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Stoops, Elizabeth A.		PT					
Stone, Adele I.	RP						
Stone, Bruce M. <b>Past Chair</b>		PT					
Stotts, Darren		PT					
Strock, Gregg	RP						
Sullivan, Ryan	RP						
Sundberg, Laura K.		PT					
Swaine, J. Michael <b>Past Chair</b>	RP						
Swaine, Robert S. <b>Past Chair</b>	RP						
Taft, Ellie	RP						
Taulbee, Kimberly M.	RP						
Taylor, Richard W.	RP						
Thomas, Hon. Patricia		PT					
Thompson, Andrew H.		PT					
Thornton, Kenneth E. “Kip”	RP						
Thumbert, Maggie	RP						
Tobin, Jennifer S.	RP						
Trimyer, Brian	RP						
Trudeau, Robert H. “Bo”		PT					
Tschida, Joseph John	RP						
Udick, Arlene C.	RP						
Van Dien, Lisa Barnett	RP						
Van Lenten, Jason Paul		PT					
Villarroel, Nicole Marie	RP						
Virgil, J. Eric		PT					
Waller, Roland D. <b>Past Chair</b>	RP						

Executive Council Members	Division		8/23/25 Breakers	12/7/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Wan, Alyssa Razook		PT					
Ward, Lori	RP						
Warner, Richard		PT					
Weiss, Brad R.	RP						
Whittington, Charles	RP						
Widman, Shannon L.	RP						
Williams, Francois “Regine”		PT					
Williams, Jorja		PT					
Williams, Margaret A.	RP						
Williamson, Julie Ann <b>Past Chair</b>	RP						
Wohlust, G. Charles		PT					
Wolasky, Marjorie E.		PT					
Wolf, Jerome L.		PT					
Wood, Rebecca	RP						
Worsham, Matthew		PT					
Zeydel, Diana S.C.		PT					
Zikakis, Salome J.	RP						
Zschau, Julius J. <b>Past Chair</b>	RP						
Zuroweste, Zack		PT					

Fellows	Division		8/23/25 Beakers	12/3/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Bailey, Camille	RP						
Crain-Evans, Emily		PT					
Kolyesnik, Lyudmyla		PT					
Stubbs, Mellissa		PT					
Super, Lisa	RP						
Thomas, Jennifer		PT					
Valencia, Arienne		PT					

Legislative Consultants	Division		8/23/25 Beakers	12/3/25 Orlando	1/31/26 Charlotte Harbor	4/19/26 Budapest	5/30/26 Ponte Vedra
	R	P					
Brown, French	RP						
Dunbar, Marc							
Dunbar, Peter M.	RP						
Edenfield, Martha Jane		PT					





## Thank you to Our General Sponsors

<b><u>Sponsor Level</u></b>	<b><u>Sponsor</u></b>	<b><u>Contact Name</u></b>	<b><u>Email</u></b>
Platinum	Old Republic Title	Jim Russick	<a href="mailto:jussick@oldrepublictitle.com">jussick@oldrepublictitle.com</a>
Platinum	The Fund	Shannon Widman	<a href="mailto:swidman@thefund.com">swidman@thefund.com</a>
Platinum	RealAdvice	Todd Jones	<a href="mailto:Todd.jones@realadvice.com">Todd.jones@realadvice.com</a>
APP	WFG National Title Insurance	Joseph J. Tschida	<a href="mailto:jtschida@wfgnationaltitle.com">jtschida@wfgnationaltitle.com</a>
Gold	Coral Gables Trust Company	John Harris	<a href="mailto:jharris@cgtrust.com">jharris@cgtrust.com</a>
Gold	First American Title Insurance Company	Len Prescott	<a href="mailto:lprescott@firstam.com">lprescott@firstam.com</a>
Gold	FNF Family of Companies – Florida	Cynthia Manfredi	<a href="mailto:cynthia.manfredi@fnf.com">cynthia.manfredi@fnf.com</a>
Gold	Guardian Trust	Travis Finchum	<a href="mailto:travis@specialneedslawyers.com">travis@specialneedslawyers.com</a>
Gold	J.P. Morgan Private Bank	Carlos Battle	<a href="mailto:Carlos.a.battle@jpmorgan.com">Carlos.a.battle@jpmorgan.com</a>
Gold	LEAP	John Celmer	<a href="mailto:John.celmer@leap.us">John.celmer@leap.us</a>
Gold	Stewart Title Guaranty Company	David Shanks	<a href="mailto:David.shanks@stewart.com">David.shanks@stewart.com</a>
Gold	Stout	Garry Marshall	<a href="mailto:gmarshall@stout.com">gmarshall@stout.com</a>
Gold	Title Resources Group	Lee Offir	<a href="mailto:Lee.offir@titleresources.com">Lee.offir@titleresources.com</a>
Gold	Westcor Land Title Insurance Company	Laura Licastro	<a href="mailto:Laura.licastro@wltlc.com">Laura.licastro@wltlc.com</a>
Silver	Athanassie Capital Partners	Steve Athanassie	<a href="mailto:steve@teamacpartners.com">steve@teamacpartners.com</a>
Silver	CATIC	Stacey Morey	<a href="mailto:smorey@catic.com">smorey@catic.com</a>
Silver	Management Planning, Inc.	Roy Meyers	<a href="mailto:rmeyers@mpival.com">rmeyers@mpival.com</a>
Silver	The Florida Association of Professional Process Servers	Lance Randall	<a href="mailto:lance110205@gmail.com">lance110205@gmail.com</a>
Silver	Valuation Services Inc.	Jeff Bae	<a href="mailto:jeff@valuationservice.com">jeff@valuationservice.com</a>
Silver	WealthCounsel	Rachel Gifford	<a href="mailto:Rachel.gifford@wealthcounsel.com">Rachel.gifford@wealthcounsel.com</a>
Bronze	BNY Wealth	Rafaela Vianna	<a href="mailto:Rafaela.vianna@bny.com">Rafaela.vianna@bny.com</a>
Bronze	Cumberland Trust	Haley Barba	<a href="mailto:hbarba@cumberlandtrust.com">hbarba@cumberlandtrust.com</a>
Bronze	Grove Bank & Trust	Marta Goldberg	<a href="mailto:mgoldberg@grovetbankandtrust.com">mgoldberg@grovetbankandtrust.com</a>
Bronze	Mercer Capital Management	Nikki McNeel	<a href="mailto:mcneeln@mercercapital.com">mcneeln@mercercapital.com</a>
Bronze	PwC	Sasha Klein	<a href="mailto:sasha.klein@pwc.com">sasha.klein@pwc.com</a>

BUDGET AMENDMENT

- ☐ Board of Governors
- ☐ Executive Director



Fiscal Year 2025-2026 Fund 964  
Department 9640 Program 26405

Budget Amendment #  
Prepared by/date Hilary Stephens 7/23/25  
Dept. Approval \_\_\_\_\_  
Division Approval \_\_\_\_\_  
Division Dir., Admin. \_\_\_\_\_  
Executive Dir. \_\_\_\_\_

Account #	Account Description	Actual Through	Total Budget	Amendment	Proposed Budget
<u>Use of Funds</u>					
964-9640-26405-00000-6311	Pre-trip Room Block/Tours	\$44,650 through 7/23/25	\$502,000.00	\$80,000.00	\$582,000
					\$0
					\$0
					\$0
					\$0
If values in white are equal, accounts are balanced				\$80,000	
<u>Source of Funds</u>					
964-9640-26405-00000-3301	Registration room block/tours	\$256,558 through 7/23/25 (43% of proposed budget)	\$516,650.00	\$80,000.00	\$596,650
					\$0
					\$0
					\$0
					\$0
				\$80,000	

\*BUDGET OFFICE USE ONLY\*

GP Monthly

GP Annual

Budget Workbook

Amendatory Authority (Sections only)

Notification to Requester

**Budget Amendment Requester:**  
**Use second tab of workbook for**  
**narrative explanation and support.**

#### Explanation of Request

The purpose of this budget amendment is to allocate additional funds to the RPPTL Out-of-State Meetings budget line to cover the cost of a pre-cruise room block. When the budget was originally prepared, there was no intention for the section to cover this expense, as it has been standard practice for individuals to reserve and pay for their own accommodations within a group block.

However, after it became clear that the majority of attendees plan to arrive in Budapest two days prior to the cruise embarkation, the section opted to coordinate a group room block through Avalon, our contracted cruise provider. Avalon was able to offer a discounted rate that includes hotel accommodations, an excursion in Budapest, meals, and transfers to the ship.

As a result, the section will be responsible for submitting a rooming list and covering the upfront cost of the block. This expense will be offset by registration revenue, as attendees will be charged for their accommodations through the event registration process.

This agreement is made and entered into, as of July 1, 2025, by Laurie Rowland (“Rowland”) and the Real Property, Probate and Trust Law Section (“Section”) of The Florida Bar (“Client”).

### **The Publication**

**ActionLine** - The Section’s quarterly magazine that is written and edited by and for lawyers with an editorial staff consisting primarily of the section’s lawyers.

Rowland agrees to provide the following services:

### **Scope of Work**

#### **Publication Manager**

The Publication Manager (PM) processes incoming articles from the submission stage through layout to publication. The PM processes through three levels of editing by staff members and the contracted Copyeditor: (1) a deep, content level edit, (2) a light layout proof by various editorial staff, and (3) a final cover-to-cover review of layout copy by the Co-Editors-In -Chief and the Copyeditor. There should be regular communication via email or phone, if needed, to staff editors, and if an edit is late, the PM is responsible for reaching out to staff to see what help can be offered or what issues may exist that may delay the publication process. The Co-Editors-In-Chief should be informed of any issues or delays.

The PM processes articles and assigns them to be edited by staff editors, communicates with staff members, and records tracking information on the progress chart, updating it on a regular basis as needed. The PM shares the updated progress chart with Co-Editors-In-Chief on a regular basis. Additionally, the PM communicates with the Copyeditor and layout contractor in the final editing stages, ushering the magazine to final publication. The PM distributes the final layout copy to the Co-Editors-In-Chief and the Copyeditor for final cover-to-cover review and returns edits to layout for final corrections.

The PM is responsible for creating a master schedule on a yearly basis to be shared with the Co-Editors-In-Chief, Copyeditor, and layout contractor.

#### **Timeframe**

ActionLine is quarterly publication and workload will be dictated by the deadlines for submission of articles by authors listed below.

<b><u>Issue</u></b>	<b><u>Deadline</u></b>
Spring Issue	January 31 <sup>st</sup>
Summer Issue	April 30 <sup>th</sup>
Fall Issue	July 31 <sup>st</sup>
Winter Issue	October 31 <sup>st</sup>

The deadlines for publishing the electronic version of ActionLine is listed below:

<b><u>Issue</u></b>	<b><u>Deadline</u></b>
Spring Issue	March 15 <sup>th</sup>
Summer Issue	June 15 <sup>th</sup>
Fall Issue	September 15 <sup>th</sup>
Winter Issue	December 15 <sup>th</sup>

### **Fee Schedule**

An agreed upon rate of \$65/hour for Laurie Rowland with an estimated time required of 20 hours/week. If time exceeds 20 hours/week, notice will be given by Rowland to Hilary Stephens and the Co-Editors-In-Chief.

### **Independent Contractor Provision**

Rowland shall be and at all times act as an independent contractor with respect to Client and agrees to comply with all applicable state and federal tax and other laws imposed upon Rowland as a result of Rowland's status as an independent contractor, specifically including without limitation, Rowland acknowledges that Rowland shall be responsible for the payment of federal income, Social Security, Medicare or other taxes and withholdings. This Agreement shall not be deemed to create any agency, employment, partnership or joint venture relationship between Client and Rowland. Neither party shall have the power or authority to bind, commit or obligate the other in any manner whatsoever without the other's prior written consent. No representation of either party shall be binding upon the other party without the other party's prior written consent.

### **Termination for Cause**

Client shall be entitled to terminate for cause for failure to satisfactorily perform the items listed in the Scope of Work above or missing the deadlines for publishing the electronic version of ActionLine.

Client shall give seven (7) days' written notice of the deficiencies in performance and an opportunity to cure the items listed in such written notice. If Rowland fails to cure the noticed deficiencies to Client's sole satisfaction, Client shall then provide a seven (7) days' written notice of termination.

### **Termination for Convenience**

Client has the right to terminate this contract for convenience and without cause. In such event, Client shall provide a seven (7) days' written notice of termination. In the event of a termination for convenience, Rowland shall only be entitled to \$1,300.00 (twenty (20) hours of pay at \$65 per hour) and nothing more.

### **Work Product**

At any time, or in the event of Termination, Client may request in writing that Rowland provide copies of all publication material, including but not limited to, submitted articles, articles at any stage of editorial review or finalized articles ready for publication, documents identifying the status of review of articles, written procedures related to the publication, sponsor information, correspondence related to the publication process and any other material that is published in Client's quarterly magazine (collectively, "Requested Documents"). Rowland agrees to make the Requested Documents available to Client within seven (7) business days of the receipt of a written request. Failure by Rowland to produce the Requested Documents shall constitute a material breach of this Agreement. Additionally, Rowland agrees to maintain complete copies of work product on a cloud-based storage system that is accessible to and controlled by Client. Client will provide the cloud-based storage to Rowland.

### **Non-Assignment**

This is a personal services agreement and is not assignable without the prior written consent of Client.

### **Term of Agreement**

The term of this Agreement is one (1) year from the date listed above.

### **The Florida Bar Standard Contract Terms and Conditions**

The Florida Bar Standard Contract Terms and Conditions, a copy of which are attached hereto as Exhibit A, are incorporated herein by reference and are fully a part of this Agreement.

THE FLORIDA BAR

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
LAURIE ROWLAND

This agreement is made and entered into, as of July 1, 2025, by Janellen Green (“Green”) and the Real Property, Probate and Trust Law Section (“Section”) of The Florida Bar (“Client”).

### **The Publication**

**ActionLine** - The Section’s quarterly magazine that is written and edited by and for lawyers with an editorial staff consisting primarily of the section’s lawyers.

Green agrees to provide the following services:

### **Scope of Work**

#### **Publication Manager**

The Publication Manager (PM) processes incoming articles from the submission stage through layout to publication. The PM processes through three levels of editing by staff members and the contracted Copyeditor: (1) a deep, content level edit, (2) a light layout proof by various editorial staff, and (3) a final cover-to-cover review of layout copy by the Co-Editors-In -Chief and the Copyeditor. There should be regular communication via email or phone, if needed, to staff editors, and if an edit is late, the PM is responsible for reaching out to staff to see what help can be offered or what issues may exist that may delay the publication process. The Co-Editors-In-Chief should be informed of any issues or delays.

The PM processes articles and assigns them to be edited by staff editors, communicates with staff members, and records tracking information on the progress chart, updating it on a regular basis as needed. The PM shares the updated progress chart with Co-Editors-In-Chief on a regular basis. Additionally, the PM communicates with the Copyeditor and layout contractor in the final editing stages, ushering the magazine to final publication. The PM distributes the final layout copy to the Co-Editors-In-Chief and the Copyeditor for final cover-to-cover review and returns edits to layout for final corrections.

The PM is responsible for creating a master schedule on a yearly basis to be shared with the Co-Editors-In-Chief, Copyeditor, and layout contractor.

### **Timeframe**

ActionLine is quarterly publication and workload will be dictated by the deadlines for submission of articles by authors listed below.

<b><u>Issue</u></b>	<b><u>Deadline</u></b>
Spring Issue	January 31 <sup>st</sup>
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Fall Issue	July 31 <sup>st</sup>
Winter Issue	October 31 <sup>st</sup>

The deadlines for publishing the electronic version of ActionLine is listed below:

<b><u>Issue</u></b>	<b><u>Deadline</u></b>
Spring Issue	March 15 <sup>th</sup>
Summer Issue	June 15 <sup>th</sup>
Fall Issue	September 15 <sup>th</sup>
Winter Issue	December 15 <sup>th</sup>

### **Fee Schedule**

An agreed upon rate of \$65/hour for Janellen Green with an estimated time required of 20 hours/week. If time exceeds 20 hours/week, notice will be given by Green to Hilary Stephens and the Co-Editors-In-Chief.

### **Independent Contractor Provision**

Green shall be and at all times act as an independent contractor with respect to Client and agrees to comply with all applicable state and federal tax and other laws imposed upon Green as a result of Green's status as an independent contractor, specifically including without limitation, Green acknowledges that Green shall be responsible for the payment of federal income, Social Security, Medicare or other taxes and withholdings. This Agreement shall not be deemed to create any agency, employment, partnership or joint venture relationship between Client and Green. Neither party shall have the power or authority to bind, commit or obligate the other in any manner whatsoever without the other's prior written consent. No representation of either party shall be binding upon the other party without the other party's prior written consent.

### **Termination for Cause**

Client shall be entitled to terminate for cause for failure to satisfactorily perform the items listed in the Scope of Work above or missing the deadlines for publishing the electronic version of ActionLine.

Client shall give seven (7) days' written notice of the deficiencies in performance and an opportunity to cure the items listed in such written notice. If Green fails to cure the noticed deficiencies to Client's sole satisfaction, Client shall then provide a seven (7) days' written notice of termination.

### **Termination for Convenience**

Client has the right to terminate this contract for convenience and without cause. In such event, Client shall provide a seven (7) days' written notice of termination. In the event of a termination for convenience, Green shall only be entitled to \$1,300.00 (twenty (20) hours of pay at \$65 per hour) and nothing more.



### **Work Product**

At any time, or in the event of Termination, Client may request in writing that Green provide copies of all publication material, including but not limited to, submitted articles, articles at any stage of editorial review or finalized articles ready for publication, documents identifying the status of review of articles, written procedures related to the publication, sponsor information, correspondence related to the publication process and any other material that is published in Client's quarterly magazine (collectively, "Requested Documents"). Green agrees to make the Requested Documents available to Client within seven (7) business days of the receipt of a written request. Failure by Green to produce the Requested Documents shall constitute a material breach of this Agreement. Additionally, Green agrees to maintain complete copies of work product on a cloud-based storage system that is accessible to and controlled by Client. Client will provide the cloud-based storage to Green.

### **Non-Assignment**

This is a personal services agreement and is not assignable without the prior written consent of Client.

### **Term of Agreement**

The term of this Agreement is six (6) months from the date listed above.

### **The Florida Bar Standard Contract Terms and Conditions**

The Florida Bar Standard Contract Terms and Conditions, a copy of which are attached hereto as Exhibit A, are incorporated herein by reference and are fully a part of this Agreement.

THE FLORIDA BAR

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
JANELLEN GREEN



Laura Pichard-Murphy  
4515 Maylor Road  
Tallahassee, FL 32308  
850.566.2671  
paisleydesign@gmail.com

---

**Date: July 7, 2025**

**Quote for layout/design the RPPTL ActionLine Magazine from July 1, 2025 through June 30, 2026**

The following are specifications and pricing for design/layout services of the ActionLine magazine, a quarterly publication of the RPPTL Section of the Florida Bar by graphic designer Laura Pichard-Murphy, dba Paisley Design:

**Per page rate of \$65/page:** Layout & design; revisions; and, finalizing for electronic distribution/print distribution runs for 5 of the 8 week production timeline. Each issue of *ActionLine* varies in total number of pages depending on the number and length of articles submitted to the editor(s), as well as the total number of paid and in-house ads.

Upon completion of initial design/layout, editorial staff make a minimum of 3 rounds of edits before final proofing. If content pages are deleted at this stage of production, invoice will reflect the total number of initial pages in publication. If content pages are added at this stage of production, invoice will reflect total number of final pages.

**Stock images:** Photographs and/or illustrations maybe be acquired for inclusion with an article or to enhance the publication. Images will be approved by editor(s) prior to purchase and billed at cost. Stock images range in price from \$25-\$35 depending on source.

**Electronic distribution:** *ActionLine* is prepared for electronic distributions with a bookmarked Table of Contents and hyper-linked URLs.

**Print distribution:** Once the electronic version of *ActionLine* is finalized, the files and graphics are converted to CMYK and preflighted for press production. Press files are provided to **Hilary Stephens or Jeremy Citron** or to a selected printer per **Hilary Stephens or Jeremy Citron**.

I agree to the The Florida Bar Standard Contract Terms and Conditions , an exhibit included in the following pages.

 7/7/25

---

Laura Pichard-Murphy  
Graphic Designer, Paisley Design

---

Terry Hill  
Division Director, The Florida Bar

July 1, 2025

Ms. Tracey Eller  
Email: [tceller@gmail.com](mailto:tceller@gmail.com)  
Phone: 561.723-4202

RE: One Year Extension Regarding the Website/Social Media Accounts of the Real Property, Probate and Trust Law Section of The Florida Bar ([www.RPPTL.org](http://www.RPPTL.org))

Dear Tracey:

The purpose of this letter is to confirm the terms on which you will continue to act as the web administrator for the Real Property, Probate and Trust Law Section of The Florida Bar ("**us**" or "**Customer**") for an additional one year beginning July 1, 2025, on an as needed basis. The Florida Bar's Standard Contract Terms & Conditions attached as Exhibit A shall apply and are incorporated herein by reference. You will also comply with the Florida Bar's 4/27/22 Social Media Policy, attached as Exhibit B, as it may be updated from time to time.

A "Scope of Work" to be conducted on a monthly basis is attached. From time to time, we may change the "Scope of Work", with notice to you and input from you. We have budgeted a monthly expense of 14 hours of your time. Please do not exceed this amount per month without prior written approval of the Section administrator and Hardy Roberts, or such other folks as we may later designate.

Your hourly fee for work performed for us will be \$80. In addition, you may be asked to assist with social media posts that we anticipate will originate from members of the Section which you will consider and post on the Customer's behalf to its social media accounts and based on Customer's suggestions. At this time, we do not anticipate that you will need to attend Executive Council meetings. Should this be requested, the following fees would occur:

EC Meeting/Thursdays (9 hours): flat fee of \$700

EC Meeting/Fridays (4.5 hours): flat fee of \$350 Travel time to/from

EC meetings: \$40 per hour

You will send an invoice each month to The Florida Bar for payment in accordance with their guidelines, together with a copy to the Chair of the Information Technology Committee. At this time, the appropriate chair is Hardy Roberts. Payment terms for an invoice are net 30 days. All fees invoiced include, and you shall pay, all sales, use, excise and other taxes which may be levied upon either you or the Real Property, Probate and Trust Law Section, except for taxes based on Customer's net income.

In addition, Customer will reimburse you for all reasonable out-of-pocket expenses which have been approved in advance by Customer and which are incurred by you in the performance of services hereunder, including but not limited to travel and lodging expenses.

As between you and Customer, the Domain Name or URL address, any Content given to you by Customer or on behalf of Customer (from a user of the Website or otherwise) under this Agreement or otherwise, and all User Content, shall at all times remain the property of Customer or its licensor. You shall have no rights in such Domain Name or URL address, Content or User Content, other than the limited right to use such Domain Name or URL address, Content or User Content for the purposes expressly set forth in this Agreement.

If you employ any other persons, independent contractors or subcontractor contractors to work under your direction, you shall cause each individual or company employed by you in connection with the Website to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of services thereunder. Such contracts shall: (a) include a full assignment of all rights to Customer and an obligation to execute future assignments and other documents as reasonably requested by Customer, (b) include a waiver of any moral or similar rights, (c) be freely assignable, and (d) contain restrictions on use and disclosure. You further warrant that, with respect to any subcontractors which you employs, (a) you shall obtain the written consent of Customer, (b) you shall be responsible for the direction and coordination of the services of such subcontractors, and (c) Customer shall have no obligation to pay such subcontractor(s).

This Agreement will be governed and construed in accordance with the laws of the State of Florida without giving effect to principles of conflict of laws.

This Agreement and your rights, duties and obligations hereunder are personal to you and you may not assign such rights, delegate such duties or subcontract any rights without Customer's prior written consent in Customer's sole discretion.

If this Agreement accurately sets forth the terms of the relationship between you and the Customer, please sign the acknowledgement and agreement below. Please note however that this Agreement is not binding on the Customer until it has been approved by The Florida Bar.

Sincerely yours,

*/s/ Hardy Roberts*

Hardy Roberts, as  
Chair, Information Technology Committee, Real Property,  
Probate and Trust Law Section of The Florida Bar

Page 3

**ACKNOWLEDGED AND AGREED:**

By signing below, I, Tracey Eller, hereby agree to the terms and conditions set forth above.

*Tracey Eller*

---

---

**ACCEPTED:**

On behalf of the Florida Bar

By:

(signature)

(printed name and title)

Dated:

### **Scope of Work**

Work with RPPTL Section members and the RPPTL Webmaster as may be requested by the Section to help RPPTL members, RPPTL Committee Chairs and their website designates log-in and utilize the RPPTL Website and Committee pages.

Working with our Webmaster as may be requested by the Section in determining what changes are needed to RPPTL's website and website security. Examples of tasks includes updating the front page of the RPPTL website's Events Calendar (with emphasis on CLE postings) and News section.

Working on preparing and maintaining the Meetings App both prior to and during RPPTL Section meetings as may be requested by the Section.

Meeting preparation assistance as requested.

Coordination of technology at RPPTL Section meetings as may be requested by the Section.

Assist the RPPTL Section in effectively communicating the section's activities and CLE programs as may be requested by the Section.

Assist in photographing RPPTL Section events as may be requested by the Section and assist in postings to the RPPTL Website, Facebook and Twitter pages.

Assist members of the Membership & Inclusion Committee on their projects to promote the RPPTL Section's membership advertising promotions as may be requested by the Section.

Assist with meeting brochure development and design as may be requested; work with section administrator for additional brochure edits that may be needed.



# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

(850) 561-5600  
[www.FLORIDABAR.org](http://www.FLORIDABAR.org)

## STANDARD CONTRACT TERMS & CONDITIONS

In addition to the terms and conditions referenced in the primary document (RFP, contract, agreement, purchase order, MOU, etc.), any final agreement between The Florida Bar (TFB) and the Contractor will also include the following provisions, which will be incorporated by reference into the signed, final version of the primary document.

- I. **Accessibility.** The Contractor warrants that its product, service, program, platform, or facilities are currently in compliance with the Americans with Disabilities Act (ADA) and all amendments. The Contractor agrees that during the term of this Agreement the product, service, program, platform, or facilities will remain in compliance with all applicable federal and state disabilities laws and regulations.

If the contract is for facilities:

- A. TFB agrees that one week in advance of the event, TFB will furnish to a list of any auxiliary aids needed by TFB attendees in meeting and function spaces. TFB agrees that TFB will be responsible for the procurement and payment of all charges for all auxiliary aids.
- B. The Contractor will furnish TFB, upon TFB request, with the names of businesses TFB can contact to obtain these aids.
- C. TFB agrees to be responsible for compliance with the ADA in the setup and conduct of meetings.

TFB may request a timely response, resolution, or remediation to accessibility concerns at no cost to TFB. The Contractor agrees to promptly respond to TFB requests and resolve complaints within 3 business days. Where the Contractor is unable to resolve a TFB accessibility request or complaint within 3 business days, and where TFB provides the Contractor with 60 days' notice, TFB and the Contractor agree to cancel the contract and discharge all claims, actions, and costs subsequent to the cancellation date.

### II. **Assignment and Acquisition.**

- A. Neither party may assign a contract or agreement, or any of its rights or obligations, without the other party's express written consent, except that either party may assign a contract or agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets.

- B. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in a contract or agreement.
  - C. Upon the effective date of any assignment or acquisition permitted by a contract or agreement, the assigning/selling party will provide to The Florida Bar a fully executed copy of the assignment/acquisition document, which will include, at minimum, a clear identification of the rights and obligations being assigned, the identity of the assignee/buyer, and the effective date of the assignment/acquisition. If such documents are not timely provided, The Florida Bar will have the right to terminate as provided for in the contract or agreement.
- III. **Attorney Fees & Costs**. If a dispute arises under this Agreement, regardless of whether a lawsuit or other proceeding is filed, the prevailing party will be entitled to recover its reasonable attorney fees and costs, including attorney fees and costs incurred in litigating entitlement to attorney fees and costs, as well as in determining or quantifying the amount of recoverable attorney fees and costs. The reasonable costs to which the prevailing party is entitled includes costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including but not limited to costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- IV. **Budget Authorization**. The Contractor acknowledges that TFB, on an annual basis, must obtain final budget authorization from the Supreme Court of Florida for all expenses associated with this Agreement. TFB agrees to seek such authorization in good faith but, in the absence of such appropriation, TFB will have the right to immediately terminate this Agreement consistent with the provisions of this Agreement.
- V. **Copyright**
  - A. Each party will retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement will be construed as making the parties joint authors.
  - B. The Service Provider agrees that any final tangible work products delivered to the Client under this Agreement will be "works made for hire," if they qualify under the copyright laws of the United States. If for any reason such products are determined at any time not to be "works made for hire," the Service Provider irrevocably transfers and assigns to the Client all right, title, and interest therein, including all copyrights.
  - C. If the contract with a Service Provider includes items like "props", e.g., a photo booth vendor agrees to provide prop signs with logos, The Florida Bar will have the right to review all props prior to executing such contracts. The Service Provider may not provide any items that contain any logos or



language that may infringe on third-party copyrights, or that The Florida Bar determines are inappropriate for bar events.

VI. **Dispute Resolution**

- A. **Exclusive Dispute Resolution Mechanism.** The parties will resolve any dispute, controversy, or claim arising out of or relating to this Agreement under this section.
- B. **Negotiation.** First, a party will send written notice to the other party of any dispute. The parties will attempt in good faith to resolve any dispute set forth in the dispute notice by negotiation and consultation between themselves.
- C. **Mediation.**
  - 1. Next, if the parties have not resolved the dispute through negotiation within 2 weeks from the date of the dispute notice, the parties will submit the dispute to any mutually agreed-upon mediation service for mediation, by providing to the mediation service a joint written request for mediation, setting forth the subject of the dispute and the relief requested.
  - 2. The parties will cooperate with one another in selecting a mediation service and will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings.
  - 3. The parties will use commercially reasonable efforts in participating in the mediation.
  - 4. The parties will equally share the mediator's fees and expenses and the costs incidental to the mediation.
  - 5. The parties agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. **Litigation as a Final Resort.** Finally, if the parties cannot resolve a dispute for any reason, including but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within 2 weeks of the date of mediation, either party may file suit in accordance with the venue clause below.

- VII. **Equal Employment:** By entering into this Agreement with TFB, the Contractor agrees that it does not, and will not, unlawfully discriminate against any person because of age, sex, race, creed, religion, national origin or disability and that it will take positive steps to assure equal opportunity.

## VIII. **Force Majeure, Notice of Delay, and No Damages for Delay**

### A. **Definitions**

1. “Affected party” means a party to this Agreement that is affected by a force majeure event. Because the affected party cannot prevent the force majeure event, the affected party is without liability.
  2. “Force majeure event” means an event or circumstance that is beyond the control of the affected party. Such events include but are not limited to:
    - Acts of God
    - Flood, fire, earthquake, hurricane or explosion
    - Disease, epidemic, pandemic such as COVID-19, any variants, or quarantine
    - War, invasion, or hostilities, whether war is declared or not
    - Terrorist threats or acts, riots, protest, civil unrest, civil strife, or political unrest
    - Local, state, federal or foreign government recommendation, regulation, mandate, order, law, statute, or advisory
    - Actions, embargoes or blockades in effect on or after the date of this Agreement
    - Action by any governmental authority
    - National or regional emergency
    - Unseasonable extreme inclement weather
    - Strikes, labor stoppages or slowdowns or other industrial disturbances
    - Shortage of adequate power or transportation
    - Any other cause reasonably beyond the affected party’s control
  3. “Without liability” means that there will be no liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages, or any other damages. The Contractor has no entitlement to, and TFB has no liability for: any costs, losses, expenses, damages or the payment of any part of the contract price during a force majeure event; or any delay costs incurred by the Contractor due to a force majeure event.
- B. When and to the extent such failure or delay is caused by or results from a force majeure event, the affected party will give 10 days’ written notice of the force majeure event to the other party, stating how long the occurrence is expected to continue. The affected party will use diligent efforts to end the failure or delay and ensure the effects of the force majeure event are minimized.

- C. The affected party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for 180 days following written notice, either party may terminate this Agreement upon 10 days' written notice.
- D. A force majeure event does not relieve an affected party from liability for an obligation that arose before the occurrence of the event and does not affect the affected party's obligation to make payments that matured before the force majeure event occurred.

- IX. **Independent Contractor.** The Contractor and TFB represent that they are acting in their individual capacities and not as agents, employees, partners, or associates of one another. Nothing in this Agreement will confer upon the Contractor the right to be engaged as an employee by TFB. TFB and the Contractor acknowledge and agree that as an independent contractor, the Contractor will not be considered or permitted to be a partner, associate, employee, or agent of TFB. The Contractor will not have any claim under this Agreement as a third-party beneficiary, employee, or otherwise against TFB for vacation pay, sick leave, health insurance, retirement benefits, life insurance, disability, or other employee benefits of any kind.

As an independent contractor, the Contractor will be solely responsible for self-employment, social security, and federal and state income taxes applicable to compensation paid to the Contractor by TFB under this Agreement and TFB will not be responsible for withholding or paying any income, payroll, social security, or other federal, state, or local taxes. The Contractor will indemnify, defend and hold harmless TFB against any and all such taxes. The Contractor is not an employee of TFB and is therefore expressly excluded from receiving workers' compensation under TFB's worker's compensation insurance program.

X. **Indemnification.**

- A. TFB will indemnify and defend the Contractor, its officers, directors, employees and agents, from and against any claims, actions, demands, judgments, liabilities, losses, fines, penalties, and expenses, including attorneys' fees and expenses resulting from, or alleged to result from, the TFB's breach of this Agreement.
- B. The Contractor will indemnify and defend TFB, its officers, directors, employees and agents, from and against any claims, actions, demands, judgments, liabilities, losses, fines, penalties, and expenses, including attorneys' fees and expenses resulting from, or alleged to result from, the Contractor's breach of this Agreement.
- C. To receive the foregoing indemnities, the party seeking indemnification must notify the indemnifying party in writing of a claim or suit promptly and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. Neither party will have any obligation to indemnify the other under any settlement made without its written consent.

XI. **Insurance.** The Contractor agrees to:

- A. Obtain, carry, maintain and provide evidence of liability and other insurance in sufficient amounts to provide coverage against any claims arising out of or resulting from Contractor's obligations pursuant to this Agreement;
- B. Provide proof of workers' compensation insurance for any of the Contractor's employees on TFB premises upon request;
- C. Require any outside subcontractor to provide proof of workers' compensation insurance and proof of adequate general liability coverage for any activities on TFB premises;
- D. To name TFB as an additional insured to all applicable insurance policies obtained or maintained by the Contractor, relative to the requirements of this Agreement; and
- E. Seek written TFB approval of amounts and terms of insurance coverages provided by the Contractor.

XII. **Integration.** The Agreement contains the entire agreement and understanding by and between the parties, and no representations, promises, agreements, or understandings, written or oral, not contained in the Agreement will be of any force or effect.

XIII. **Invoices**

- A. Invoices must contain sufficient information to adequately describe the period, quantity and type of services or purchases being invoiced for required pre- and post-audits, and should be emailed to [Accounting@floridabar.org](mailto:Accounting@floridabar.org) or mailed to Accounts Payable, The Florida Bar, 651 E. Jefferson Street, Tallahassee, Florida 32399-2300.
- B. Charges are considered due 30 days from the invoice date unless specified otherwise in the Agreement. The Contractor is responsible for providing accurate billing and contact information and notifying TFB of any changes.

XIV. **Modification.** Any alteration, variation, change, modification or waiver of provisions of the Agreement will be valid only when it has been reduced to writing, signed by each of the parties, and attached to the original Agreement.

XV. **Non-Discrimination.** TFB is committed to the principle that all persons will have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by TFB policy and/or applicable laws. TFB prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. TFB expects its contractors to maintain an environment free of discrimination, including harassment, bullying, or retaliation, whenever and wherever those individuals are conducting TFB business or participating in TFB events or activities.

- XVI. **Non-Exclusive Rights.** The right to provide services under the Agreement is not exclusive. TFB reserves the right to contract for and purchase these services from as many firms as it deems necessary without infringing upon or terminating the Agreement.
- XVII. **Notice.** Any notice or communication required or permitted under the Agreement will be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth at in the Agreement, or to such other addresses as the parties may furnish to each other in writing.
- XVIII. **Promotion.**
- A. The Contractor will not use its relationship with TFB in any social media, commercial advertising, sales promotion, press releases or other publicity matter without the express written consent of TFB. Further, the Contractor acknowledges, covenants and agrees that it is prohibited from in any way using, reproducing, promoting, associating, or in any way publishing the name, trade name, service mark, trademark, likeness or image of TFB without the prior written consent of TFB.
  - B. Social media includes the internet, multi-media and social networking sites, blogs, microblogs, podcasts, forums, content communities, and wikis. When using social media, the Contractor must comply with TFB's Social Media Policy.
- XIX. **Records**
- A. The Contractor acknowledges that its performance of services under this Agreement may involve access to confidential information, and agrees at all times during the term of the Agreement and thereafter to hold in strictest confidence, and not to use, except for the benefit of TFB to fulfill the Contractor's obligations under this Agreement, or to disclose to any person, firm or corporation without written authorization of TFB, any confidential information of TFB.
  - B. "Confidential information" means any TFB-proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, plans, products, services, member information, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by TFB either directly or indirectly in writing, orally, electronically or otherwise. Further, confidential information includes "trade secrets" within the meaning of the Florida Uniform Trade Secrets Act, Section 688.001 *et seq.*, Florida Statutes. Confidential information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of the Contractor or of others.
  - C. The Contractor will not access, use or disclose confidential information except as permitted, required by this Agreement or as otherwise authorized by TFB in writing, or required by applicable laws. If required by a court of competent jurisdiction or administrative body to disclose confidential information, the

Contractor will notify TFB in writing immediately upon receiving notice of such requirement and prior to such disclosure.

- D. The Contractor will not disclose any confidential information to any third party, *except* to its employees, subcontractors or agents that need to have access to such information and solely for the purpose of providing services to TFB under this Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those in this Agreement.
- E. The Contractor agrees to protect the privacy and security of TFB data designated as confidential according to all applicable laws and regulations, by commercially acceptable standards, and no less rigorously than it protects its own confidential information.
  - 1. If confidential information is accessed by unauthorized parties, that is considered a breach, and the Contractor will report the breach to TFB contract manager, orally and in writing, within 2 business days after the Contractor knows or reasonably suspects that a breach may have occurred. In the event of a suspected breach, the Contractor will keep TFB contract manager informed regularly of the progress of its investigation until the issue is resolved.
  - 2. "Breach" means the unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the covered entity does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
  - 3. The Contractor's report to TFB contract manager will identify:
    - a. The nature of the unauthorized access, use or disclosure;
    - b. The confidential information accessed, used or disclosed;
    - c. The persons who accessed, used, disclosed or received the confidential information;
    - d. The steps taken, or to be taken, to mitigate any deleterious effect of the unauthorized access, use or disclosure;
    - e. The corrective action taken, or to be taken, to prevent future unauthorized access, use or disclosure; and
    - f. Any other information as reasonably requested by TFB.
  - 4. In the event of a breach by the Contractor, the Contractor agrees to promptly reimburse all costs arising from the breach to TFB, including but not limited to costs of notification of individuals, credit monitoring/identity restoration services, penalties levied against TFB, attorney fees, and court costs. Further, any breach may be grounds for immediate termination of this Agreement.

5. In the event of a breach by the Contractor that results in litigation involving TFB, the Contractor will make itself and employees, subcontractors and agents available to TFB at no cost to testify as witnesses.
  - F. All documents, papers, letters, or other materials relating to the Agreement that do not meet the above definition of “confidential information” and that are made or received by the Contractor in conjunction with the Agreement are required to be available for public access and copying in the manner specified by applicable Florida law. TFB may unilaterally cancel the Agreement for the Contractor’s refusal to allow access to public records.
  - G. The Contractor agrees that, as required by applicable state and federal law, auditors designated by TFB will have the option to audit the outsourced service. The Contractor will make records pertaining to this Agreement available to auditors and TFB during normal working hours for this purpose.
  - H. The Contractor will maintain records for 3 years after the expiration of the Agreement.
- XX. **Severability**. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- XXI. **Subcontracting**. The Contractor may enter into written subcontracts for performance of work under the Agreement only with prior written approval of TFB. TFB will have the continuing right throughout the term of the Agreement to disapprove subcontractors if such disapproval would be in the best interest of TFB. Any subcontract entered into by the Contractor with respect to performance under the Agreement will not in any way relieve the Contractor of any responsibility for performance of duties stipulated in the Agreement.
- XXII. **Termination & Remedies**
- A. **For Cause**. TFB reserves the right to immediately terminate the Agreement by providing written notice to the Contractor if TFB determines any of the following have occurred:
    1. The Contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or Agreement, which representation is materially false, deceptive, incorrect, or incomplete;
    2. The Contractor fails to perform to TFB’s satisfaction any material requirement of the Agreement or defaults in performance of the Agreement;
    3. The performance of the Agreement is substantially endangered by the action or inaction of the Contractor; or

4. The Contractor or its assets are acquired by or combined with another company during the Agreement period.

The Contractor retains the ultimate responsibility to ensure and guarantee the quality of work to be provided under this Agreement and for performing and completing the services specified to the satisfaction of TFB.

Consequently, TFB reserves the right in its sole discretion to terminate the Agreement if it determines that the actions or inactions of the Contractor's employees have posed a threat to the security and integrity of TFB. If such an event occurs, TFB may terminate the Agreement immediately by telephonic notification followed by written notice. If the Agreement is terminated for cause by TFB, TFB will be obligated only for the services performed prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

- B. For Convenience. TFB may terminate this Agreement in whole or in part by giving the Contractor written notice at least 30 days before the effective date of the termination. Upon receipt of notice of termination from TFB, the Contractor will only provide those services specially approved or directed by TFB. All other rights and duties of the parties under this Agreement will continue during such notice period, TFB will be responsible to the Contractor for the payment of any obligations incurred by the Contractor with approval of TFB.

Upon termination of this Agreement, the Contractor will not be entitled to any fee nor to expenses for any work commenced or expensed after the notice of termination was received by the Contractor, unless specifically approved or requested by TFB. However, the Contractor will be entitled to payment for services commenced and approved by TFB prior to the receipt of notice or with the express written consent of TFB.

The Contractor will take such action as may be necessary, or as the Executive Director of TFB may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which TFB has or may have acquired an interest.

- C. Remedies. In any action brought to enforce the terms of the Agreement or for a breach, the prevailing party, in addition to and exclusive of any other right, claim, remedy or relief, will be entitled to recover its reasonable fees and costs, including reasonable attorney fees and costs incurred.

- XXIII. Venue. The Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to the Agreement will be instituted in the United States District Court for the district encompassing Leon County, Florida, or the circuit or county court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.



XXIV. **Waiver**. The failure of either party to the Agreement to object to or take affirmative action with respect to any conduct of the other that is in violation of the terms of the Agreement will not be construed as a waiver of the violation or breach, or of any future violations or breach.

XXV. **Warranties**

- A. **Authority**. Each person signing the Agreement represents that he/she is duly authorized to do so and to bind the respective party to the Agreement.
- B. **Ability to Perform**. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Agreement obligations. The Contractor will immediately notify TFB in writing if its ability to perform is compromised in any manner during the term of the Agreement.

*Tracey Eller*

8/05/2025



## Administrative Policies

<b>Communications</b>	Issue Date: 04/27/2022
<b>Social Media Policy</b>	Policy Reference #: 5.31

Approved By: Joshua E. Doyle Title: Executive Director	Revision No.: 1 Revision Date: 6/18/2025
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### I. Purpose

The role of technology in the 21st century workplace is constantly expanding and now includes social media communication tools that facilitate interactive information sharing, interoperability, and collaboration. Commonly used social media platforms, like Facebook, Twitter/X, YouTube, LinkedIn, and Instagram have large user bases and provide increasingly important outreach and communication tools for TFB.

A social networking presence has become a hallmark of vibrant and transparent communications. Social networking improves interactivity between TFB, its members, and the public, and it reaches populations that do not use traditional media as frequently as others do. For these reasons, TFB supports social media to enhance its communications strategies.

All TFB social media platforms should be used in ways that maximize transparency; promote and are consistent with the mission and strategic plan of TFB; maintain the security of the network; and are appropriately professional. Therefore, social media must be used thoughtfully, in a manner that minimize risks and accounts for retention as required by law and TFB policy as public records.

### II. Scope

- Applies to designated TFB staff as administrators and all staff as covered in the Personal Use section below
- Applies to TFB social media platforms (this includes committees, divisions, and sections)

### III. Maintenance

This policy will be reviewed every 3 years or as appropriate based on changes in applicable laws, the organization, and social media.

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<sup>1</sup> This policy supersedes Personnel Policy 2.16.

#### **IV. References**

- [Personnel Policy 1.2](#), “Employee Conduct and Ethics”
- [Personnel Policy 1.5](#), “Discrimination, Harassment, Retaliation and Accommodation”
- [Personnel Policy 2.11](#), “Corrective Action”
- [Communications Policy 5.1](#), “Media Inquiries Procedures”, Section V, “Expressing Personal Views”

#### **V. Definitions**

Social media platforms: Social media platforms include blogs, micro-blogs, wikis, social networks, social bookmarking services, user rating services, and any other online collaboration, sharing, or publishing platform, whether accessed through the web, a mobile device, text messaging, email, or any other existing or emerging communications platform.

Copyrights: Copyrights protect the right of an author to control the reproduction and use of any creative expression that has been fixed in tangible form, such as literary works, graphical works, photographic works, audiovisual works, electronic works, and musical works.

#### **VI. Acceptable Use**

##### **A. Personal Use**

1. TFB employees may have personal social media accounts, which should remain personal in nature and be used to share personal opinions or nonwork-related information. Additionally:
  - a. TFB employees may not share bar business or confidential information about bar members on either TFB’s social media accounts or the TFB employee’s own personal social media accounts.
  - b. In posting on their personal social media accounts, TFB employees should consider whether to list their TFB employment in the “About Me” sections. See Procedures in VI.C. below. Employees should use disclaimers on social media accounts, especially when listing their employment. See 2<sup>nd</sup> bullet under VI.A.2. below.
  - c. TFB employees may not use a TFB email account in conjunction with a personal social media platform.
  - d. If an employee lists TFB as their current employer on a LinkedIn account, it will be considered a professional account and therefore content should follow the restrictions delineated below under Procedures VI.C.6.
2. If TFB employees decide to comment on posts about official TFB business, they should:

- State their names and roles when discussing TFB business;
- 3. Use a disclaimer such as: “The postings on this site are my own and do not reflect or represent the opinions of my employer.”
- 4. Though TFB employees may use personal social media accounts to speak for themselves individually or to exercise their legal rights under applicable laws, any harassing or threatening conduct on their personal accounts may subject them to the prohibitions of Personnel Policy 1.5, “Discrimination, Harassment, Retaliation and Accommodation” if such conduct affects the work environment of coworkers. *See also* Communications Policy 5.1, “Media Inquiries Procedures”, Section V, “Expressing Personal Views”.

#### B. Professional Use

1. Only the Executive Director may designate the employees to represent TFB on social media platforms. The position description for the designated individuals will include that designation.
2. All TFB social media platforms must be approved by the Communications Department; published using approved social platforms and tools; and administered by the designated persons approved by the Communication Department.
3. Continued use of TFB social media platforms is subject to the approval and ongoing direction of the Communications Department and may be discontinued at any time.
4. Employees assigned contract or vendor relationship responsibilities should ensure that contractors, vendors, and strategic partners with which TFB has a formal relationship have received and agreed to abide by these guidelines. (See [the Office of the General Counsel page](#) for contract terms.)
5. All TFB social media platforms will display approved logos for consistency and authenticity.
6. TFB social media posts may not reproduce or use copyrighted material without the permission of the copyright owner.
7. *Terms of Use.*

- a. All TFB social media platforms except for Twitter/X will include the following “terms of use” statement:

*This site is created by The Florida Bar and is intended to serve as a communication tool for the bar, members, and the public on topics relevant to the bar. However, no substantive official bar business will be conducted on or via social media. For official bar inquiries or comments, email [pubinfo@floridabar.org](mailto:pubinfo@floridabar.org).*

*The Florida Bar reserves the right to remove comments*

*and postings that violate any applicable laws or social media policies. Postings to this site are public record and may be subject to disclosure under public records law.*

*The Florida Bar does not endorse or sponsor any advertising posted by the social media host, and does not promise that the site is private or that the privacy terms of the site apply. The Florida Bar also does not guarantee reliability and accuracy of any third-party links.*

- b. Twitter/X has insufficient character space for the above statement and will display on all TFB accounts: “Retweets are not endorsements.”

### C. Procedures

1. Designated TFB employees must acknowledge they have read and understand this policy and their responsibilities under it, as noted at the bottom of this policy.
2. Designated TFB employees must provide current logins and passwords to the Communications Department and must update the Communications Department when logins or passwords change.
3. Designated TFB employees must maintain a high level of ethical conduct and professional decorum. See Personnel Policy 1.2, “Employee Conduct and Ethics”. Failure to do so is grounds for revoking the privilege to participate in TFB social media platforms and features. It also may be grounds for disciplinary action under Personnel Policy 2.11, “Corrective Action”.
4. TFB social media platforms may not be used to circumvent other TFB communication policies, including news media policy requirements. See Communications Policy 5.1, “Media Inquiries Procedures”.
5. Designated TFB employees must use professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, and acronyms in posting on TFB social media platforms.
6. Designated TFB employees may not publish on TFB social media platforms (or LinkedIn account where the Bar position is noted) any materials that:
  - a. Are off-subject or out of context;
  - b. Are profane, obscene, or vulgar;
  - c. Promote, foster, or perpetuate discrimination on the basis of race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or active military status;

- d. Are threatening or harassing;
  - e. Constitute sexual comments or content, or link to sexual content;
  - f. Encourage or engage in illegal activity;
  - g. May compromise the safety or security of the public or public systems;
  - h. Violate a legal ownership interest of any other party, like protected health information; personnel information; copyrighted material; and information that is not public record or is otherwise privileged from public disclosure;
  - i. Advertise or promote a commercial product or service, or any entity or individual;
  - j. Promote or endorse political campaigns or candidates;
  - k. Constitute partisan political views; or
  - l. May be identified by the Communications Department as falling within these parameters.
7. The Communications Department will remove administrative access on TFB social media platforms and, if necessary, change passwords, when a designated employee ends TFB employment, changes jobs to a position that is not designated for access, or has access privileges revoked.
  8. The Communications Department and designated employees will monitor TFB social media platforms, using the same standards applied to original content as noted above. Monitoring will be conducted regularly, consistently, and fairly.
  9. All accounts who wish to “friend,” “follow,” “retweet,” etc. will be allowed to do so, except as noted below.
  10. Under the terms of use on TFB’s social media platforms:
    - a. Content that violates the terms of use will be deleted after the Communications Department saves the content for record retention purposes. TFB staff should not respond to such content.
    - b. Persistent and egregious violators of this policy will be blocked from interactive access to TFB’s social media after reasonable efforts to mediate and halt policy violations. Blocking users will be a last resort.

#### D. Public Records Law & Record Retention

Social media platforms contain communications sent to or received by TFB and its employees and thus are public records governed by TFB’s

Public Records & Records Information Management Policy 7.2. The social media accounts maintained by designated TFB staff will be used for the retention of social media records.

Divisions and departments that maintain social media accounts are responsible for coordinating public records requests with the Communications Department and Office of General Counsel.

E. Enforcement

The Communications Department.



## **RPPTL Executive Council & Committee Meetings Registration Support**

This agreement is made and entered into, as of the date below, by and between the Real Property, Probate and Trust Law (RPPTL) Section of The Florida Bar ("Client") and Erin B. Chambers ("Chambers").

Chambers agrees to assist The Florida Bar RPPTL staff with the following services:

### **Scope of Work:**

Assist and support Florida Bar RPPTL staff with Registration at the following RPPTL events:

1. RPPTL Executive Council and Committee Meetings - The Breakers, August 20 - 23, 2025
  - Arrive by 2pm on August 20, 2025
  - Onsite work to end at noon on August 23, 2025
2. RPPTL Executive Council and Committee Meetings - Four Seasons, December 3 - 6, 2025
  - Arrive by 2pm on December 3, 2025
  - Onsite work to end at noon on December 6, 2025
3. RPPTL Executive Council and Committee Meetings - Sunseeker, January 28 - 31, 2026
  - Arrive by 2pm on January 28, 2026
  - Onsite work to end at noon on January 31, 2026
4. RPPTL Executive Council and Committee Meetings, Convention - Ponte Vedra Inn & Club, May 27 - 30, 2026
  - Arrive by 2pm on May 27, 2026
  - Onsite work to end at noon on May 30, 2026

### **Anticipated Areas of Assistance:**

Tour the conference facilities upon arrival onsite with the schedule of events and room assignments to become familiar with the event locations.

Assist and support RPPTL staff with registration set up and on-site registration. This includes assisting attendees with printing their name badges, downloading the App, disseminating physical materials and handouts. Answering questions from attendees about meeting locations, Wi-Fi information, and event details.

Assist RPPTL staff with breaking down and packing up the registration desk and any materials and event signage.

### **Independent Contractor Provision:**

Chambers shall be and at all times act as an independent contractor with respect to Client and agrees to comply with all applicable state and federal tax and other laws imposed upon Chambers as a result of Chambers' status as an independent contractor, specifically including, without



limitation, Chambers is solely responsible for the payment of federal income, Social Security, Medicare and other taxes and withholdings that may be due. As an independent contractor, Chambers holds the RPPTL Section and The Florida Bar harmless as to all claims or obligations except those described herein.

This Agreement shall not be deemed to create any agency, employment, partnership or joint venture relationship between Client and Chambers. Neither party shall have the power or authority to bind, commit, or obligate the other in any manner whatsoever. No representations of either party shall be binding upon the other party without the other party's prior written consent.

**Fee Schedule:**

Compensable Time - Chambers shall be compensated at the rate of \$35/hour for her time spent performing the work described in the "Scope of Work," for her time traveling directly to and from each of the identified RPPTL Executive Council and Committee Meetings, and for the items delineated herein below as stated at the rates indicated.

Hotel and Parking - Chamber's hotel room, taxes, fees and parking will be placed on the RPPTL Section Master account to be paid by the RPPTL Section directly.

Travel - Chambers shall be reimbursed her travel expense as:

- Mileage in her personal vehicle at the maximum rate per mile allowed by the Internal Revenue Service.
- Air Fare - The cost of a 21-day advance purchase ticket and any baggage fees. Submit the original airline ticket (or copy of ticket) with your reimbursement request. First class air fare will not be reimbursed.
- Train or Brightline - The cost of the ticket and any baggage fees.
- Ground Transportation - The cost of ground transportation (taxicabs, airport shuttles), including reasonable tip, will be reimbursed.

Meals - Meals provided during events will be made available to Chambers. However, it is understood that Chambers may have meal expenses while on site outside of these events. Accordingly, food expenses incurred by Chambers in connection with event assistance will be reimbursable by the Client up to and not exceeding \$70 per day.

The *estimated* number of compensable hours worked onsite for each event is 35. Chambers will provide prior written notice to Client if she anticipates her total time, including travel, for the events will exceed 50 hours at any of the events.

Chambers will submit a detailed, itemized invoice to Hilary Stephens, Program Administrator for RPPTL via email at [hstephens@floridabar.org](mailto:hstephens@floridabar.org) within 15 days after each event. The invoice will include the hours associated with each day of work, itemized travel-related expenses, and itemized meal-related expenses, together with receipts for any requested travel-related expense and any meal-related expense. Reimbursement will not exceed the actual expense amount.

Chambers

Client will submit payment to client within 15 days of receipt of billing. Payment to Chambers to be made payable by check to:

Erin Chambers  
1484 Bridlebrook Court  
Casselberry, FL 32707-5858

**Contract Term:**

The effective date of this agreement is July 1, 2025, through June 30, 2026. This contract shall terminate on June 30, 2026; however, it can be terminated by either party, without cause, at any time during the term of the agreement upon written notice.

  
Erin B. Chambers

07/25  
Date

THE FLORIDA BAR

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Its: \_\_\_\_\_

**RPPTL 2025-2026**  
**Executive Council Meeting Schedule**  
**Cary Wright's Year**

**Limit 1 reservation per registrant, additional rooms will be approved upon special request.**

**NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend. Both virtual attendance and voting will be permitted at the Executive Council meeting.**

Date	Location
<b>August 20 – August 23, 2025</b>	<b>Executive Council Meeting &amp; Legislative Update</b> The Breakers Palm Beach, Florida Room Rate (Deluxe Room – King): \$312 Premium Room Rate: \$387
<b>December 3 – December 7, 2025</b>	<b>Executive Council Meeting</b> Four Seasons Orlando Orlando, Florida Room Rate (Run of house): \$409
<b>January 28 – January 31, 2026</b>	<b>Executive Council Meeting</b> Sunseeker Resort Charlotte Harbor, Florida Room Rate (Coastal View): \$339
<b>April 19 – 24, 2026</b>	<b>Executive Council Meeting</b> Out of State Budapest River Cruise
<b>May 27 – May 30, 2026</b>	<b>Executive Council Meeting &amp; Annual Convention</b> Ponte Vedra Inn and Club Ponte Vedra, Florida Room Rate (Run of house): \$399

# 2025-2026 RPPTL Leadership Chart

RPPTL General Standing Committees		
Committee	2025-2026	2025-2026
Ad Hoc Protocols	Stacy O. Kalmanson	Chair
	Colleen C. Sachs	Co-Vice Chair
	Rachel Barlow	Co-Vice Chair
Ad Hoc Rules Revisions	Sharon Brown	Co-Chair
	Thomas M. Karr	Co-Chair
	J. Richard ("Rich") Caskey	Co-Chair
Ad Hoc TODI (Transfer On Death Instrument f/ka RTODD)	Christopher ("Chris") W. Smart	Co-Chair
	Alan S. ("Steve") Kotler	Co-Chair
	Rebecca Wood	Vice Chair
Amicus Coordination	Kenneth B. Bell	Co-Chair
	Gerald B. Cope, Jr.	Co-Chair
	Robert W. Goldman	Co-Chair
	John W. Little, III	Co-Chair
	J. Grier Pressly, III	Co-Vice Chair
	Brian Hoffman	Co-Vice Chair
Budget	Angela M.Adams	Chair
	Tae K. Bronner	Co-Vice Chair
	Linda S. Griffin	Co-Vice Chair
	Pamela O. Price	Co-Vice Chair
	Alfred ("Al") J. Stashis, Jr.	Co-Vice Chair
Communications	Michael V. Hargett	Chair
	Laura K. Sundberg	Vice Chair
CLE Coordination	Michael V. Hargett	Co-Chair (RP)
	Nicklaus Curley	Co-Chair (PT)
	Robert ("Rob") Lancaster	Co-Vice Chair (PT)
	Tattiana Stahl	Co-Vice Chair (PT)
	Amanda R. Kison	Co-Vice Chair (RP)
	Silvia B. Rojas	Co-Vice Chair (RP)
	Christopher A. Sajdera	Co-Vice Chair (RP)
	John Cherneski	Co-Vice Chair (PT)
Convention Coordination	Tae K. Bronner	Co-Chair
	Stacy O. Kalmanson	Co-Chair
Disaster and Emergency Preparedness and Response	Colleen C. Sachs	Chair
	Amy B. Beller	Co-Vice Chair
	Michael A. Bedke	Co-Vice Chair

	Daniel Sregel	Co-Vice Chair
<b>Fellows</b>	Bridget M. Friedman (Co-Chair)	Chair
	Taniquea C. Reid	Co-Vice Chair
	Jeanette Mora	Co-Vice Chair
	Julia Jennison	Co-Vice Chair
<b>History Committee</b>	Michael P. Stafford	Chair
	E. Burt Bruton, Jr.	Co-Vice Chair
	Fred Jones	Co-Vice Chair
<b>Homestead Issues Study</b>	Jeffrey ("Jeff") A. Baskies	Chair
	Jeremy T. Cranford	Co-Vice Chair
	E. Burt Bruton	Co-Vice Chair
	Shane Kelley	Co-Vice Chair
<b>Information Technology</b>	Hardy L. Roberts, III	Chair
	Alexander ("Alex") B. Dobrev	Co-Vice Chair
	Jesse B. Friedman	Co-Vice Chair
	Jourdan Haynes	Co-Vice Chair
<b>Law School Outreach</b>	Kymberlee C. Smith	Chair
	Kristine L. Tucker	Co-Vice Chair
<b>Legislation</b>	S. Dresden Brunner	Co-Chair
	Lee Weintraub	Co-Chair
	Benjamin ("Ben") F. Diamond	Co-Vice Chair
	Stephanie Cook	Co-Vice Chair
	M. Travis Hayes	Co-Vice Chair
	Nicklaus ("Nick") J. Curley	Co-Vice Chair
	Rich McIver	Co-Vice Chair
	Arthur J. Menor	Co-Vice Chair
	Stacey Rubel	Co-Vice Chair
	Stacey Kalmanson	Co-Vice Chair
<b>Legislative Update</b>	Salome J. Zikakis	Co-Chair (RP)
	Gutman Skrande	Co-Chair (PT)
	Jennifer S. Tobin	Co-Chair (RP)
	Terrence L. Harvey	Co-Vice Chair (RP)
	Jeffrey ("Jeff") S. Goethe	Co-Vice Chair (PT)
	Brad Weiss	Co-Vice Chair (RP)
	Andrew Sasso	Co-Vice Chair (PT)
	<b>ABA</b>	<b>ABA</b>
	Edward F. Koren	Co-Lialson
	Robert ("Rob") S. Freedman	Co-Lialson
	George J. Meyer	Co-Lialson

Liaison with:	Julius J. Zschau	Co-Liaison
	<b>Business Law</b>	<b>Business Law</b>
	Manuel ("Manny") Farach	Co-Liaison
	Gwynne A. Young	Co-Liaison
	<b>Clerks of Circuit Court</b>	<b>Clerks of Circuit Court</b>
	Zachary T. Zuroweste	Liaison
	<b>FLEA/FLSSI</b>	<b>FLEA/FLSSI</b>
	David C. Brennan	Co-Liaison
	Roland ("Chip") D. Waller	Co-Liaison
	<b>Florida Bankers Association</b>	<b>Florida Bankers Association</b>
	Robert G. Stern	Co-Liaison
	Mark T. Middlebrook	Co-Liaison
	<b>Judiciary</b>	<b>Judiciary</b>
	Judge Hugh D. Hayes	Co-Liaison
	Judge Mark A. Speiser	Co-Liaison
	Judge Michael Rudisill	Co-Liaison
	Judge Kenneth Gillespie	Co-Liaison
	<b>TFB Pro Bono Legal Services</b>	<b>TFB Pro Bono Legal Services</b>
	Lorna Brown-Burton	Liaison
	<b>Out of State Members</b>	<b>Out of State Members</b>
	John E. Fitzgerald, Jr.	Liaison
	Nicole C. Kibert Basler	Liaison
	<b>TFB Board of Governors</b>	<b>TFB Board of Governors</b>
	TBD	TBD
	<b>TFB CLE Committee</b>	<b>TFB CLE Committee</b>
	Michael V. Hargett	Co-Liaison
	Nicklaus Curley	Co-Liaison
	<b>TFB Council of Sections</b>	<b>TFB Council of Sections</b>
	Wm. Cary Wright	Co-Liaison
	Jon Seuderi	Co-Liaison
	Steven H. Mezer	Co-Liaison
Long-Range Planning	<b>Long Range Planning</b>	<b>Long Range Planning</b>
	Jon Seuderi	Chair
Meetings Planning	<b>Meetings Planning</b>	<b>Meetings Planning</b>
	George J. Meyer	Chair
	Scott Pence	Co-Vice Chair
	Tae Bonner	Co-Vice Chair
Membership and Outreach	Lawrence ("Larry") J. Miller	Chair
	Shayla M. Johnson-Mount	Co-Vice Chair
	Eryn E. Riconda	Co-Vice Chair
	Michael Sneeringer	Co-Vice Chair
Model and Uniform Acts	Patrick J. Duffey	Co-Chair (PT)
	Amber E. Ashton	Co-Chair (RP)
	Michael A. Bedke	Co-Vice Chair (RP)
	Cullen I. Boggus	Co-Vice Chair (PT)

<b>Professionalism and Ethics</b>	Alexander ("Alex") B. Dobrev	Co-Chair
	Laura K. Sundberg	Co-Chair
	Elizabeth A. Stoops	Co-Vice Chair
	Ret. Judge Celeste Hardee Muir	Co-Vice Chair
	Hardy Roberts	Co-Vice Chair
<b>Publications ActionLine</b>	Erin F. Finlen	Co-Chair (PT)
	Michelle G. Hinden	Co-Chair (RP)
	Alexander S. Douglas, II	Co-Vice Chair (PT)
	Gregg I. Strock	Co-Vice Chair (RP)
	Seth R. Kaplan	Co-Vice Chair (PT)
	Daniel L. ("Danny") McDermott	Co-Vice Chair (PT)
	Paul E. Roman	Co-Vice Chair
	Lisa Van Dien	Co-Vice Chair (RP)
<b>Publications Florida Bar Journal</b>	Homer Duvall, III	Co-Chair (RP)
	J. Allison Archbold	Co-Chair (PT)
	Marty J. Solomon	Co-Vice Chair (RP)
	Jonathan A. Galler	Co-Vice Chair (PT)
	Jack Falk	Co-Vice Chair (PT)
	Erin Riconda	Co-Vice Chair (PT)
<b>Sponsor Coordination</b>	Rebecca C. Bell (Co-Chair)	Chair
	J. Michael Swaine	Co-Vice Chair (RP)
	Marsha G. Madorsky	Co-Vice Chair (PT)
	Cullen Boggus	Co-Vice Chair (PT)
	Silvia Rohas	Co-Vice Chair (RP)
	Chris Smart	Co-Vice Chair (RP)
<b>Strategic Planning Implementation</b>	Robert ("Rob") S. Freedman	Co-Chair
	William ("Bill") T. Hennessey, III	Co-Chair
	Robert ("Bob") S. Swaine	Co-Chair
	Sarah S. Butters	Co-Chair
	John Moran	Co-Chair



## RPPTL Real Property Committees

Committee	Name	2025-2026
Ad Hoc Covenants Running with Land	Robert Freedman	Chair
	Jeremy Cranford	Co-Vice Chair
	Ellie Taft	Co-Vice Chair
Attorney Banker Conference	Kris Fernandez	Co-Chair
	Salome Zikakis	Co-Chair
	Jim Robbins	Vice-Chair
	John Primeau	Vice-Chair
Commercial Real Estate	Ashley McRae	Co-Chair
	Alexandra Gabel	Co-Chair
	Michael Maguire	Vice-Chair
	Angela Gasparri	Vice-Chair
Condominium and Planned Development Law Certification Review Course	Alessandra Stivelman	Chair
	Alan Schwartzseid	Co-Vice Chair
	Laura Manning	Co-Vice Chair
Condominium and Planned Development	Joel McTeague	Co-Chair
	Jennifer Bloodworth	Co-Chair
	Jourdan Haynes	Vice-Chair
	Christine Ertl	Vice-Chair
Construction Law	Bruce Partington	Chair
	Bret Henson	Vice-Chair
	Jason Quintero	Vice-Chair
Construction Law Certification Review Course	Scott Pence	Chair
	Jason Quintero	Co-Vice Chair
	Ryan Sullivan	Co-Vice Chair
Construction Law Institute	Trevor Arnold	Chair
	Haley Maple	Vice-Chair
	Nikki Bhavsar	Vice-Chair
Development and Land Use	Lisa Van Dien	Chair
	Jin Liu	Vice-Chair
	Gregg Strock	Vice-Chair
	Melissa Murphy	Co-Liason



<b>Liaison with FLTA</b>	Alan McCall	Co-Liaison
	Alan Fields	Co-Liaison
	Jim Russick	Co-Liaison
<b>Insurance &amp; Surety</b>	Debbie Crockett	Co-Chair
	Anne Q. Pollack	Co-Chair
	Allison Hertz	Vice-Chair
	Michael Cassel	Vice-Chair
<b>Real Estate Certification Review Course</b>	Lloyd Granet	Co-Chair
	Laura Licastro	Co-Chair
	Marty Awerbach	Vice-Chair
	Melissa Scaletta	Vice-Chair
<b>Real Estate Leasing</b>	Chris Sajdera	Co-Chair
	Ryan McConnell	Co-Chair
	Terrance Harvey	Vice-Chair
	Adele Stone	Vice-Chair
<b>Real Property Finance and Lending</b>	Jason Ellison	Co-Chair
	Deb Boyd	Co-Chair
	Nicole Villarrael	Vice-Chair
	Jeremy Cranford	Vice-Chair
<b>Real Property Litigation</b>	Manny Farach	Co-Chair
	Amanda Kison	Co-Chair
	Lindsay Moczynski	Vice-Chair
	Sanjay Kurian	Vice-Chair
<b>Real Property Problems Study</b>	Susan Spurgeon	Co-Chair
	Brian Hoffman	Co-Chair
	Len Presott	Vice-Chair
	Scott Pence	Vice-Chair
<b>Residential Real Estate and Industry Liaison</b>	Jamie Marx	Co-Chair
	Kristen Jaiven	Co-Chair
	Rebecca Wood	Vice-Chair
	Erin Miller	Vice-Chair
<b>Title Insurance and Title Industry Liaison</b>	Chris Smart	Chair
	Len Prescott	Vice-Chair
	Shanon Widman	Vice-Chair
<b>Title Issues and Title Standards</b>	Amanda Hersem	Co-Chair
	Lee Offir	Co-Chair
	Karla Staker	Vice-Chair
	Bob Graham	Vice-Chair

	Melissa Scaletta	Vice-Chair
American College of Real Estate Lawyers (ACREL) Liaison	Martin Schwartz	Liaison
	William Sklar	Liaison
American College of Construction Lawyers (ACCL) Liaison	George Meyer	Liaison
Florida Realtors Liaison	Trey Goldman	Liaison

## RPPTL Probate and Trust Committees

Committee	Name	2025-2026
Ad Hoc Guardianship Law Revision	Stacy B. Rubel (9)	Chair
	Nicklaus ("Nick") J. Curley (10)	Co-Vice Chair
	David C. Brennan (14)	Co- Vice Chair
	Sancha K. Brennan (14)	Co-Vice Chair
Asset Protection	Justin M. Savioli	Chair
	Richard ("Rick") R. Gans (10)	Co-Vice Chair
	Patrick J. Lannon (3)	Co-Vice Chair
	Bo Trudeau (new)	Co-Vice Chair
Attorney/Trust Officer Liaison Conference	Eamonn W. Gunther (2)	Co-Chair
	Stacey L. Cole (12)	Co-Vice Chair
	Gail Fagan (9)	Co-Vice Chair
	Michael M. Rubenstein (5)	Co-Vice Chair
	Kim Bald (1)	Co-Vice Chair
	Sean Lebowitz (1)	Co-Vice Chair
	Yoshi Smith (new)	Co-Vice Chair
Charitable Planning and Exempt Organizations	Alyssa R. Wan (4)	Chair
	Carla DeLoach (new)	Co-Vice Chair
	Jeffrey Spina-Jennings (new)	Co-Vice Chair
Elective Share Review	Cristina Papanikos (2)	Chair
	Lauren Y. Detzel (5)	Co-Vice Chair
	Jason P. Van Lenten (3)	Co-Vice Chair
	Jenna Rubin (2)	Co-Vice Chair
Estate & Trust Tax Planning	Andrew H. Thompson (new)	Chair
	Denise Cazobon (new)	Co-Vice Chair
	Joe Percopo (new)	Co-Vice Chair
Guardianship, Power of Attorney & Advance Directives	Elizabeth ("Liz") M. Hughes (1)	Chair
	Jeff Eisel (new)	Co-Vice Chair
	Stephanie L. Cook (4)	Co-Vice Chair
	Marve Ann Alaimo (1)	Co-Vice Chair
IRA, Insurance & Employee Benefits	Charles ("Chad") Callahan (4)	Chair
	Rebecca C. Bell (4)	Co-Vice Chair
	Rachel N. Barlow (7)	Co-Vice Chair
	Elaine M. Bucher (11)	Liaison

<b>Liaisons with American College of Trust and Estate Counsel (ACTEC)</b>	Diana S.C. Zeydel (12)	Liaison
	Charlie I. Nash (7)	Liaison
	Tami F. Conetta (6)	Liaison
	L. Howard Payne (5)	Liaison
	Jerome L. Wolf (3)	Liaison
<b>Liaison with Florida State Guardianship Association (FSGA)</b>	Stephanie Cook (4)	Liaison
<b>Liaisons with Elder Law Section</b>	Travis D. Finchum (7)	Liaison
	Marjorie E. Wolasky (22)	Liaison
<b>Liaisons with Tax Law Section</b>	Brian M. Malec (5)	Liaison
	William R. Lane, Jr. (15)	Liaison
	Brian C. Sparks (21)	Liaison
<b>Liaison with Professional Fiduciary Council</b>	Darby Jones (6)	Liaison
<b>Office of Public and Professional Guardians Delegate (OPPG)</b>	Nicklaus ("Nick") J. Curley (5)	Delegate
<b>Principal and Income</b>	Jolyon D. Acosta (2)	Co-Chair
	Keith B. Braun (2)	Co-Chair
	Susan Kubar (2)	Co-Vice Chair
<b>Probate and Trust Litigation</b>	Robert ("Lee") McElroy, IV (3)	Chair
	Cady L. Huss (4)	Co-Vice Chair
	Darren M. Stotts (3)	Co-Vice Chair
	Barry Spivey (new)	Co-Vice Chair
<b>Probate and Trust Problem Study Committee</b>	Sean W. Kelley (new)	Chair
	Shelly Wald Harris (7)	Co-Vice Chair
	David Akins (new)	Co-Vice Chair
<b>Probate Law &amp; Procedure</b>	Theodore S. Kypreos (4)	Chair
	Benjamin F. Diamond (6)	Co-Vice Chair
	Stacey Prince-Troutman (4)	Co-Vice Chair
	J. Grier Pressly, III (4)	Co-Vice Chair
	Michael Sneeringer (new)	Co-Vice Chair
<b>Trust Law</b>	M. Travis Hayes (new)	Chair
	Jennifer J. Robinson (6)	Co-Vice Chair
	Jolyon Acosta (new)	Co-Vice Chair
	Frederick Ricky Hearn (1)	Co-Vice Chair
<b>Wills, Trusts &amp; Estates Certification</b>	J. Allison Archbold (2)	Chair

**Wills, Trusts & Estates Certification  
Review Course**

J. Eric Virgil (5)	Co-Vice Chair
Alyse Riser Comiter (2)	Co-Vice Chair

**RPPTL 2026-2027**  
**Executive Council Meeting Schedule**  
**Jon Scuderi's Year**

**Limit 1 reservation per registrant, additional rooms will be approved upon special request.**

**NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend. Both virtual attendance and voting will be permitted at the Executive Council meeting.**

Date	Location
July 8, 2026 – July 12, 2026	Executive Council Meeting Alyeska Resort Girdwood, Alaska Room Rate - \$449 (Signature Room)
August 19, 2026 – August 22, 2026	<b>Executive Council Meeting and Legislative and Case Law Update</b> The Breakers Palm Beach, Florida Room Rate - \$330 (Deluxe Room)
November 11, 2026 – November 14, 2026	<b>Executive Council Meeting</b> JW Marriott Marco Island Marco Island, Florida Room Rate - \$377 (Standard Room)
February 3, 2027 – February 6, 2027	<b>Executive Council Meeting</b> Ritz-Carlton Amelia Island Amelia Island, Florida Room Rate - \$399 (Standard Room)
June 2, 2027 – June 5, 2027	<b>Executive Council Meeting &amp; Annual Convention</b> JW Marriott Bonnet Creek Resort & Spa Orlando, Florida Room Rate - \$299 (Standard Room)

**THE FLORIDA BAR**  
**Real Property Probate and Trust Law Section Rollup**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3001-Annual Fees	-	682,860	660,000	22,860	660,000	678,610	4,250	678,610
3002-Affiliate Fees	-	12,200	7,500	4,700	7,500	12,260	(60)	12,260
<b>Total Fee Revenue</b>	-	<b>695,060</b>	<b>667,500</b>	<b>27,560</b>	<b>667,500</b>	<b>690,870</b>	<b>4,190</b>	<b>690,870</b>
3301-Registration-Live	735	954,652	717,500	237,152	717,500	838,939	115,712	838,939
3331-Registration-Ticket	-	30,960	13,000	17,960	13,000	15,420	15,540	15,420
<b>Total Registration Revenue</b>	<b>735</b>	<b>985,612</b>	<b>730,500</b>	<b>255,112</b>	<b>730,500</b>	<b>854,359</b>	<b>131,252</b>	<b>854,359</b>
3341-Exhibit Fees	-	83,000	287,500	(204,500)	287,500	140,100	(57,100)	140,100
3351-Sponsorships	2,000	805,950	554,000	251,950	554,000	747,750	58,200	747,750
3391 Section Profit Split	52,038	409,060	450,000	(40,940)	450,000	588,980	(179,920)	588,980
3392-Section Differential	1,560	16,260	15,000	1,260	15,000	20,340	(4,080)	20,340
<b>Other Event Revenue</b>	<b>55,598</b>	<b>1,314,270</b>	<b>1,306,500</b>	<b>7,770</b>	<b>1,306,500</b>	<b>1,497,170</b>	<b>(182,900)</b>	<b>1,497,170</b>
3401-Sales-CD/DVD	2,995	33,910	35,000	(1,090)	35,000	44,240	(10,330)	44,240
<b>Sales, Rents &amp; Royalties Revenue</b>	<b>2,995</b>	<b>33,910</b>	<b>35,000</b>	<b>(1,090)</b>	<b>35,000</b>	<b>44,240</b>	<b>(10,330)</b>	<b>44,240</b>
3561-Advertising	-	2,280	18,000	(15,720)	18,000	-	2,280	-
<b>Other Revenue Sources</b>	-	<b>2,280</b>	<b>18,000</b>	<b>(15,720)</b>	<b>18,000</b>	-	<b>2,280</b>	-
3901-Eliminated InterFund Revenue	-	60	-	60	-	-	60	-
<b>Other Revenue Sources</b>	-	<b>60</b>	-	<b>60</b>	-	-	<b>60</b>	-
<b>Total Revenue</b>	<b>59,328</b>	<b>3,031,191</b>	<b>2,757,500</b>	<b>273,691</b>	<b>2,757,500</b>	<b>3,086,639</b>	<b>(55,447)</b>	<b>3,086,639</b>
4131-Telephone Expense	-	486	-	486	-	286	201	286
4133-Internet Service	-	-	-	-	-	823	(823)	823
4134-Web Services	14,262	39,342	75,000	(35,658)	75,000	35,735	3,608	35,735
4311-Office Supplies	90	5,982	5,000	982	5,000	4,577	1,406	4,577
<b>Total Staff &amp; Office Expense</b>	<b>14,352</b>	<b>45,811</b>	<b>80,000</b>	<b>(34,189)</b>	<b>80,000</b>	<b>41,420</b>	<b>4,391</b>	<b>41,420</b>
5031-AV Services	27,123	102,261	95,000	7,261	95,000	3,162	99,099	3,162
5051-Credit Card Fees	9,868	57,580	48,000	9,580	48,000	39,606	17,974	39,606
5101-Consultants	-	136,685	120,000	16,685	120,000	111,841	24,844	111,841
5121-Printing-Outside	3,396	63,846	133,500	(69,654)	133,500	73,613	(9,767)	73,613
5181-Speaker Honorarium	-	-	5,000	(5,000)	5,000	-	-	-
5199-Other Contract Services	1,179	9,222	25,000	(15,778)	25,000	28,664	(19,442)	28,664
<b>Total Contract Services</b>	<b>41,566</b>	<b>369,594</b>	<b>426,500</b>	<b>(56,906)</b>	<b>426,500</b>	<b>256,886</b>	<b>112,708</b>	<b>256,886</b>
5501-Employee Travel	6,768	42,247	44,136	(1,889)	44,136	42,665	(418)	42,665
5531-Board/Off/Memb Travel	94	7,960	3,290	4,670	3,290	6,586	1,374	6,586
5571-Speaker Travel	-	19,659	11,374	8,285	11,374	23,560	(3,901)	23,560
5581-Consultant Travel	-	-	2,990	(2,990)	2,990	3,200	(3,200)	3,200
<b>Total Travel</b>	<b>6,863</b>	<b>69,866</b>	<b>61,790</b>	<b>8,076</b>	<b>61,790</b>	<b>76,011</b>	<b>(6,145)</b>	<b>76,011</b>
6001-Post 1st Class/Bulk	953	17,161	41,900	(24,739)	41,900	31,759	(14,598)	31,759
6021-Post Express Mail	-	-	250	(250)	250	34	(34)	34
6311-Mtgs General Meeting	7,580	988,211	850,000	138,211	850,000	676,832	311,379	676,832
6319-Mtgs Other Functions	-	50,834	42,000	8,834	42,000	53,188	(2,354)	53,188
6321-Mtgs Meals	153,880	568,919	425,000	143,919	425,000	412,114	156,805	412,114
6325-Mtgs Hospitality	-	355,400	224,500	130,900	224,500	219,831	135,569	219,831
6332-Mtgs Room Attrition	-	8,850	-	8,850	-	-	8,850	-
6341-Mtgs Equip Rental	15,406	116,609	63,000	53,609	63,000	88,679	27,930	88,679
6361-Mtgs Entertainment	11,936	29,260	40,000	(10,740)	40,000	17,925	11,335	17,925
6399-Mtgs Other	122	2,899	5,000	(2,101)	5,000	48,139	(45,241)	48,139
6401-Speaker Expense	-	4,279	3,000	1,279	3,000	-	4,279	-
6451-Committee Expense	8,884	147,014	100,000	47,014	100,000	141,060	5,954	141,060
6531-Brd/Off Special Project	-	799	1,200	(401)	1,200	290	509	290
6599-Brd/Off Other	6,465	22,861	15,000	7,861	15,000	10,462	12,399	10,462
7001-Grant/Award/Donation	3,600	8,423	8,000	423	8,000	6,092	2,332	6,092
7003-Div Int Grants	-	1,500	12,000	(10,500)	12,000	5,750	(4,250)	5,750
7004-Law School Prog.	-	2,962	5,500	(2,538)	5,500	1,612	1,350	1,612
7005-RPPPTL Gen - Charitable Donations	-	150	-	150	-	-	150	-
7006-Professional Outreach	-	-	3,000	(3,000)	3,000	-	-	-
7011-Scholarship/Fellowship	2,003	23,987	27,000	(3,013)	27,000	18,815	5,172	18,815
7999-Other Operating Exp	1,092	21,725	11,500	10,225	11,500	7,313	14,412	7,313

<b>Total Other Expense</b>	<b>211,922</b>	<b>2,371,841</b>	<b>1,877,850</b>	<b>493,991</b>	<b>1,877,850</b>	<b>1,739,894</b>	<b>631,947</b>	<b>1,739,894</b>
8011-Administration CLE	-	32,900	41,250	(8,350)	41,250	39,250	(6,350)	39,250
8021-Section Admin Fee	-	260,910	251,730	9,180	251,730	250,473	10,437	250,473
8101-Printing In-House	-	2,000	3,700	(1,700)	3,700	3,739	(1,739)	3,739
8131-A/V Services	77	11,432	6,000	5,432	6,000	11,601	(169)	11,601
8141-Journal/News Service	-	1,700	1,500	200	1,500	850	850	850
8171-Course Approval Fee	-	110	450	(340)	450	450	(340)	450
8901-Eliminated IntEnt Exp	-	1,000	5,000	(4,000)	5,000	1,500	(500)	1,500
<b>Total Admin &amp; Internal Expense</b>	<b>77</b>	<b>310,053</b>	<b>309,630</b>	<b>423</b>	<b>309,630</b>	<b>307,863</b>	<b>2,190</b>	<b>307,863</b>
9692-Transfer Out-Council of Sections	-	500	500	-	500	500	-	500
<b>Total InterFund Transfers Out</b>	<b>-</b>	<b>500</b>	<b>500</b>	<b>-</b>	<b>500</b>	<b>500</b>	<b>-</b>	<b>500</b>
<b>Total Expense</b>	<b>274,780</b>	<b>3,167,664</b>	<b>2,756,270</b>	<b>411,394</b>	<b>2,756,270</b>	<b>2,422,574</b>	<b>745,090</b>	<b>2,422,574</b>
<b>Operating Income</b>	<b>(215,452)</b>	<b>(136,473)</b>	<b>1,230</b>	<b>(137,703)</b>	<b>1,230</b>	<b>664,065</b>	<b>(800,538)</b>	<b>664,065</b>
3899-Investment Income (loss)	88,208	369,020	69,108	299,912	69,108	278,582	90,438	278,582
<b>Total Nonoperating Revenue (Expenses)</b>	<b>88,208</b>	<b>369,020</b>	<b>69,108</b>	<b>299,912</b>	<b>69,108</b>	<b>278,582</b>	<b>90,438</b>	<b>278,582</b>
<b>Change in Net Position</b>	<b>(127,244)</b>	<b>232,547</b>	<b>70,338</b>	<b>162,209</b>	<b>70,338</b>	<b>942,647</b>	<b>(710,100)</b>	<b>942,647</b>
<b>Net Position</b>								
2001-Beginning of the year, restated (Fund Balance)	-	4,046,362				3,103,715		3,103,715
<b>End of the Year (Current Month)</b>	<b>-</b>	<b>4,278,909</b>				<b>4,046,362</b>		<b>4,046,362</b>



**THE FLORIDA BAR**  
**Real Property, Probate and Trust Law General**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3001-Annual Fees	-	682,860	660,000	22,860	660,000	678,610	4,250	678,610
3002-Affiliate Fees	-	12,200	7,500	4,700	7,500	12,260	(60)	12,260
<b>Total Fee Revenue</b>	-	<b>695,060</b>	<b>667,500</b>	<b>27,560</b>	<b>667,500</b>	<b>690,870</b>	<b>4,190</b>	<b>690,870</b>
3301-Registration-Live	-	374,184	250,000	124,184	250,000	308,043	66,141	308,043
<b>Total Registration Revenue</b>	-	<b>374,184</b>	<b>250,000</b>	<b>124,184</b>	<b>250,000</b>	<b>308,043</b>	<b>66,141</b>	<b>308,043</b>
3351-Sponsorships	-	321,500	305,000	16,500	305,000	325,150	(3,650)	325,150
3391 Section Profit Split	52,038	409,060	450,000	(40,940)	450,000	588,980	(179,920)	588,980
3392-Section Differential	1,560	16,260	15,000	1,260	15,000	20,340	(4,080)	20,340
<b>Other Event Revenue</b>	<b>53,598</b>	<b>746,820</b>	<b>770,000</b>	<b>(23,180)</b>	<b>770,000</b>	<b>934,470</b>	<b>(187,650)</b>	<b>934,470</b>
3561-Advertising	-	2,280	18,000	(15,720)	18,000	-	2,280	-
<b>Other Revenue Sources</b>	-	<b>2,280</b>	<b>18,000</b>	<b>(15,720)</b>	<b>18,000</b>	-	<b>2,280</b>	-
3901-Eliminated InterFund Revenue	-	60	-	60	-	-	60	-
<b>Other Revenue Sources</b>	-	<b>60</b>	-	<b>60</b>	-	-	<b>60</b>	-
<b>Total Revenue</b>	<b>53,598</b>	<b>1,818,404</b>	<b>1,705,500</b>	<b>112,904</b>	<b>1,705,500</b>	<b>1,933,383</b>	<b>(114,979)</b>	<b>1,933,383</b>
4131-Telephone Expense	-	486	-	486	-	286	201	286
4133-Internet Service	-	-	-	-	-	823	(823)	823
4134-Web Services	14,262	39,342	75,000	(35,658)	75,000	35,735	3,608	35,735
4311-Office Supplies	15	5,569	5,000	569	5,000	4,577	993	4,577
<b>Total Staff &amp; Office Expense</b>	<b>14,277</b>	<b>45,398</b>	<b>80,000</b>	<b>(34,602)</b>	<b>80,000</b>	<b>41,420</b>	<b>3,978</b>	<b>41,420</b>
5031-AV Services	492	72,281	75,000	(2,719)	75,000	3,162	69,119	3,162
5051-Credit Card Fees	7,521	20,214	18,500	1,714	18,500	16,365	3,849	16,365
5101-Consultants	-	136,685	120,000	16,685	120,000	111,841	24,844	111,841
5121-Printing-Outside	3,396	63,846	128,000	(64,154)	128,000	73,613	(9,767)	73,613
5199-Other Contract Services	1,179	9,222	25,000	(15,778)	25,000	28,664	(19,442)	28,664
<b>Total Contract Services</b>	<b>12,588</b>	<b>302,248</b>	<b>366,500</b>	<b>(64,252)</b>	<b>366,500</b>	<b>233,645</b>	<b>68,603</b>	<b>233,645</b>
5501-Employee Travel	693	27,353	30,828	(3,475)	30,828	30,589	(3,236)	30,589
5531-Board/Off/Memb Travel	94	7,960	3,290	4,670	3,290	6,586	1,374	6,586
5581-Consultant Travel	-	-	2,990	(2,990)	2,990	3,200	(3,200)	3,200
<b>Total Travel</b>	<b>787</b>	<b>35,313</b>	<b>37,108</b>	<b>(1,795)</b>	<b>37,108</b>	<b>40,375</b>	<b>(5,062)</b>	<b>40,375</b>
6001-Post 1st Class/Bulk	805	15,667	40,000	(24,333)	40,000	29,478	(13,811)	29,478
6311-Mtgs General Meeting	7,395	988,027	850,000	138,027	850,000	673,919	314,107	673,919
6325-Mtgs Hospitality	-	43,562	40,000	3,562	40,000	36,911	6,651	36,911
6332-Mtgs Room Attrition	-	8,850	-	8,850	-	-	8,850	-
6399-Mtgs Other	122	2,649	5,000	(2,351)	5,000	47,139	(44,491)	47,139
6401-Speaker Expense	-	1,290	3,000	(1,710)	3,000	-	1,290	-
6451-Committee Expense	8,884	147,014	100,000	47,014	100,000	141,060	5,954	141,060
6531-Brd/Off Special Project	-	799	1,200	(401)	1,200	290	509	290
6599-Brd/Off Other	6,465	22,861	15,000	7,861	15,000	10,462	12,399	10,462
7001-Grant/Award/Donation	3,600	8,423	8,000	423	8,000	2,690	5,733	2,690
7003-Div Int Grants	-	1,500	12,000	(10,500)	12,000	5,750	(4,250)	5,750
7004-Law School Prog.	-	2,962	5,500	(2,538)	5,500	1,612	1,350	1,612
7005-RPPPTL Gen - Charitable Donations	-	150	-	150	-	-	150	-
7006-Professional Outreach	-	-	3,000	(3,000)	3,000	-	-	-
7011-Scholarship/Fellowship	2,003	23,987	27,000	(3,013)	27,000	18,815	5,172	18,815
7999-Other Operating Exp	-	4,038	5,000	(962)	5,000	1,888	2,149	1,888
<b>Total Other Expense</b>	<b>29,275</b>	<b>1,271,778</b>	<b>1,114,700</b>	<b>157,078</b>	<b>1,114,700</b>	<b>970,015</b>	<b>301,763</b>	<b>970,015</b>

8021-Section Admin Fee	-	260,910	251,730	9,180	251,730	250,473	10,437	250,473
8101-Printing In-House	-	536	2,000	(1,464)	2,000	1,324	(788)	1,324
8901-Eliminated IntEnt Exp	-	1,000	5,000	(4,000)	5,000	1,500	(500)	1,500
<b>Total Admin &amp; Internal Expense</b>	<b>-</b>	<b>262,446</b>	<b>258,730</b>	<b>3,716</b>	<b>258,730</b>	<b>253,297</b>	<b>9,149</b>	<b>253,297</b>
9692-Transfer Out-Council of Sections	-	500	500	-	500	500	-	500
<b>Total InterFund Transfers Out</b>	<b>-</b>	<b>500</b>	<b>500</b>	<b>-</b>	<b>500</b>	<b>500</b>	<b>-</b>	<b>500</b>
<b>Total Expense</b>	<b>56,928</b>	<b>1,917,683</b>	<b>1,857,538</b>	<b>60,145</b>	<b>1,857,538</b>	<b>1,539,251</b>	<b>378,431</b>	<b>1,539,251</b>
<b>Operating Income</b>	<b>(3,330)</b>	<b>(99,279)</b>	<b>(152,038)</b>	<b>52,759</b>	<b>(152,038)</b>	<b>394,132</b>	<b>(493,410)</b>	<b>394,132</b>
3899-Investment Income (loss)	88,208	369,020	69,108	299,912	69,108	278,582	90,438	278,582
<b>Total Nonoperating Revenue (Expenses)</b>	<b>88,208</b>	<b>369,020</b>	<b>69,108</b>	<b>299,912</b>	<b>69,108</b>	<b>278,582</b>	<b>90,438</b>	<b>278,582</b>
<b>Change in Net Position</b>	<b>84,877</b>	<b>269,741</b>	<b>(82,930)</b>	<b>352,671</b>	<b>(82,930)</b>	<b>672,713</b>	<b>(402,972)</b>	<b>672,713</b>

**THE FLORIDA BAR**  
**Real Property Out of State Retreat**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
5051-Credit Card Fees	33	4,696	-	4,696	-	-	4,696	-
<b>Total Contract Services</b>	<b>33</b>	<b>4,696</b>	<b>-</b>	<b>4,696</b>	<b>-</b>	<b>-</b>	<b>4,696</b>	<b>-</b>
<b>Total Expense</b>	<b>33</b>	<b>4,696</b>	<b>-</b>	<b>4,696</b>	<b>-</b>	<b>-</b>	<b>4,696</b>	<b>-</b>
<b>Operating Income</b>	<b>(33)</b>	<b>(4,696)</b>	<b>-</b>	<b>(4,696)</b>	<b>-</b>	<b>-</b>	<b>(4,696)</b>	<b>-</b>

**THE FLORIDA BAR**  
**Real Property Convention**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3301-Registration-Live	-	90,615	75,000	15,615	75,000	84,611	6,004	84,611
<b>Total Registration Revenue</b>	-	<b>90,615</b>	<b>75,000</b>	<b>15,615</b>	<b>75,000</b>	<b>84,611</b>	<b>6,004</b>	<b>84,611</b>
3341-Exhibit Fees	-	(3,000)	36,000	(39,000)	36,000	21,600	(24,600)	21,600
3351-Sponsorships	2,000	42,500	30,000	12,500	30,000	32,250	10,250	32,250
<b>Other Event Revenue</b>	<b>2,000</b>	<b>39,500</b>	<b>66,000</b>	<b>(26,500)</b>	<b>66,000</b>	<b>53,850</b>	<b>(14,350)</b>	<b>53,850</b>
<b>Total Revenue</b>	<b>2,000</b>	<b>130,115</b>	<b>141,000</b>	<b>(10,885)</b>	<b>141,000</b>	<b>138,461</b>	<b>(8,346)</b>	<b>138,461</b>
5031-AV Services	26,631	29,980	20,000	9,980	20,000	-	29,980	-
5051-Credit Card Fees	-	2,052	2,500	(448)	2,500	1,126	926	1,126
<b>Total Contract Services</b>	<b>26,631</b>	<b>32,032</b>	<b>22,500</b>	<b>9,532</b>	<b>22,500</b>	<b>1,126</b>	<b>30,906</b>	<b>1,126</b>
5501-Employee Travel	6,075	6,075	4,220	1,855	4,220	1,769	4,306	1,769
<b>Total Travel</b>	<b>6,075</b>	<b>6,075</b>	<b>4,220</b>	<b>1,855</b>	<b>4,220</b>	<b>1,769</b>	<b>4,306</b>	<b>1,769</b>
6311-Mtgs General Meeting	184	184	-	184	-	2,913	(2,729)	2,913
6321-Mtgs Meals	153,880	337,356	210,000	127,356	210,000	205,369	131,987	205,369
6325-Mtgs Hospitality	-	-	-	-	-	361	(361)	361
6341-Mtgs Equip Rental	15,406	21,156	-	21,156	-	4,529	16,627	4,529
6361-Mtgs Entertainment	11,936	29,260	40,000	(10,740)	40,000	17,925	11,335	17,925
<b>Total Other Expense</b>	<b>181,406</b>	<b>387,955</b>	<b>250,000</b>	<b>137,955</b>	<b>250,000</b>	<b>231,096</b>	<b>156,860</b>	<b>231,096</b>
8101-Printing In-House	-	-	-	-	-	2	(2)	2
<b>Total Admin &amp; Internal Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>(2)</b>	<b>2</b>
<b>Total Expense</b>	<b>214,112</b>	<b>426,063</b>	<b>276,720</b>	<b>149,343</b>	<b>276,720</b>	<b>233,993</b>	<b>192,070</b>	<b>233,993</b>
<b>Operating Income</b>	<b>(212,112)</b>	<b>(295,948)</b>	<b>(135,720)</b>	<b>(160,228)</b>	<b>(135,720)</b>	<b>(95,532)</b>	<b>(200,416)</b>	<b>(95,532)</b>

**THE FLORIDA BAR**  
**Real Property Legislative Update**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3341-Exhibit Fees	-	29,000	30,000	(1,000)	30,000	37,500	(8,500)	37,500
3351-Sponsorships	-	12,000	6,000	6,000	6,000	6,000	6,000	6,000
<b>Other Event Revenue</b>	-	<b>41,000</b>	<b>36,000</b>	<b>5,000</b>	<b>36,000</b>	<b>43,500</b>	<b>(2,500)</b>	<b>43,500</b>
3401-Sales-CD/DVD	-	-	-	-	-	1,800	(1,800)	1,800
<b>Sales, Rents &amp; Royalties Revenue</b>	-	-	-	-	-	<b>1,800</b>	<b>(1,800)</b>	<b>1,800</b>
<b>Total Revenue</b>	-	<b>41,000</b>	<b>36,000</b>	<b>5,000</b>	<b>36,000</b>	<b>45,300</b>	<b>(4,300)</b>	<b>45,300</b>
5051-Credit Card Fees	242	613	1,500	(887)	1,500	715	(101)	715
5121-Printing-Outside	-	-	3,000	(3,000)	3,000	-	-	-
<b>Total Contract Services</b>	<b>242</b>	<b>613</b>	<b>4,500</b>	<b>(3,887)</b>	<b>4,500</b>	<b>715</b>	<b>(101)</b>	<b>715</b>
5501-Employee Travel	-	-	3,000	(3,000)	3,000	-	-	-
5571-Speaker Travel	-	1,482	6,000	(4,518)	6,000	4,697	(3,214)	4,697
<b>Total Travel</b>	-	<b>1,482</b>	<b>9,000</b>	<b>(7,518)</b>	<b>9,000</b>	<b>4,697</b>	<b>(3,214)</b>	<b>4,697</b>
6001-Post 1st Class/Bulk	-	-	550	(550)	550	69	(69)	69
6021-Post Express Mail	-	-	100	(100)	100	-	-	-
6321-Mtgs Meals	-	14,820	24,000	(9,180)	24,000	24,045	(9,225)	24,045
6325-Mtgs Hospitality	-	29,920	1,500	28,420	1,500	588	29,331	588
6341-Mtgs Equip Rental	-	10,888	12,000	(1,112)	12,000	10,691	196	10,691
7001-Grant/Award/Donation	-	-	-	-	-	3,402	(3,402)	3,402
7999-Other Operating Exp	-	683	500	183	500	607	76	607
<b>Total Other Expense</b>	-	<b>56,310</b>	<b>38,650</b>	<b>17,660</b>	<b>38,650</b>	<b>39,402</b>	<b>16,908</b>	<b>39,402</b>
8011-Administration CLE	-	1,000	1,000	-	1,000	700	300	700
8101-Printing In-House	-	-	750	(750)	750	311	(311)	311
8131-A/V Services	-	70	200	(130)	200	-	70	-
8171-Course Approval Fee	-	-	-	-	-	150	(150)	150
<b>Total Admin &amp; Internal Expense</b>	-	<b>1,070</b>	<b>1,950</b>	<b>(880)</b>	<b>1,950</b>	<b>1,161</b>	<b>(91)</b>	<b>1,161</b>
<b>Total Expense</b>	<b>242</b>	<b>59,476</b>	<b>54,100</b>	<b>5,376</b>	<b>54,100</b>	<b>45,974</b>	<b>13,502</b>	<b>45,974</b>
<b>Operating Income</b>	<b>(242)</b>	<b>(18,476)</b>	<b>(18,100)</b>	<b>(376)</b>	<b>(18,100)</b>	<b>(674)</b>	<b>(17,802)</b>	<b>(674)</b>

**THE FLORIDA BAR**  
**Real Property Construction Law Institute**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3301-Registration-Live	735	230,858	140,000	90,858	140,000	160,855	70,003	160,855
3331-Registration-Ticket	-	13,550	3,000	10,550	3,000	6,490	7,060	6,490
<b>Total Registration Revenue</b>	<b>735</b>	<b>244,408</b>	<b>143,000</b>	<b>101,408</b>	<b>143,000</b>	<b>167,345</b>	<b>77,063</b>	<b>167,345</b>
3341-Exhibit Fees	-	-	140,000	(140,000)	140,000	-	-	-
3351-Sponsorships	-	301,000	100,000	201,000	100,000	267,950	33,050	267,950
<b>Other Event Revenue</b>	<b>-</b>	<b>301,000</b>	<b>240,000</b>	<b>61,000</b>	<b>240,000</b>	<b>267,950</b>	<b>33,050</b>	<b>267,950</b>
3401-Sales-CD/DVD	1,570	19,130	30,000	(10,870)	30,000	33,160	(14,030)	33,160
<b>Sales, Rents &amp; Royalties Revenue</b>	<b>1,570</b>	<b>19,130</b>	<b>30,000</b>	<b>(10,870)</b>	<b>30,000</b>	<b>33,160</b>	<b>(14,030)</b>	<b>33,160</b>
<b>Total Revenue</b>	<b>2,305</b>	<b>564,538</b>	<b>413,000</b>	<b>151,538</b>	<b>413,000</b>	<b>468,455</b>	<b>96,083</b>	<b>468,455</b>
5051-Credit Card Fees	63	14,486	10,500	3,986	10,500	10,349	4,136	10,349
5181-Speaker Honorarium	-	-	5,000	(5,000)	5,000	-	-	-
<b>Total Contract Services</b>	<b>63</b>	<b>14,486</b>	<b>15,500</b>	<b>(1,014)</b>	<b>15,500</b>	<b>10,349</b>	<b>4,136</b>	<b>10,349</b>
5501-Employee Travel	-	4,949	2,128	2,821	2,128	5,663	(714)	5,663
5571-Speaker Travel	-	14,328	2,052	12,276	2,052	11,349	2,979	11,349
<b>Total Travel</b>	<b>-</b>	<b>19,277</b>	<b>4,180</b>	<b>15,097</b>	<b>4,180</b>	<b>17,012</b>	<b>2,265</b>	<b>17,012</b>
6001-Post 1st Class/Bulk	115	1,079	1,000	79	1,000	1,045	34	1,045
6021-Post Express Mail	-	-	-	-	-	34	(34)	34
6319-Mtgs Other Functions	-	45,535	32,000	13,535	32,000	46,699	(1,165)	46,699
6321-Mtgs Meals	-	110,476	100,000	10,476	100,000	82,723	27,753	82,723
6325-Mtgs Hospitality	-	170,105	88,000	82,105	88,000	81,406	88,699	81,406
6341-Mtgs Equip Rental	-	59,624	25,000	34,624	25,000	54,258	5,366	54,258
7999-Other Operating Exp	430	11,603	2,500	9,103	2,500	3,278	8,326	3,278
<b>Total Other Expense</b>	<b>544</b>	<b>398,422</b>	<b>248,500</b>	<b>149,922</b>	<b>248,500</b>	<b>269,443</b>	<b>128,979</b>	<b>269,443</b>
8011-Administration CLE	-	15,950	16,000	(50)	16,000	15,400	550	15,400
8101-Printing In-House	-	513	-	513	-	719	(206)	719
8131-A/V Services	77	5,797	500	5,297	500	5,720	77	5,720
8141-Journal/News Service	-	850	500	350	500	-	850	-
8171-Course Approval Fee	-	55	150	(95)	150	150	(95)	150
<b>Total Admin &amp; Internal Expense</b>	<b>77</b>	<b>23,165</b>	<b>17,150</b>	<b>6,015</b>	<b>17,150</b>	<b>21,989</b>	<b>1,176</b>	<b>21,989</b>
<b>Total Expense</b>	<b>685</b>	<b>455,350</b>	<b>285,330</b>	<b>170,020</b>	<b>285,330</b>	<b>318,793</b>	<b>136,557</b>	<b>318,793</b>
<b>Operating Income</b>	<b>1,620</b>	<b>109,188</b>	<b>127,670</b>	<b>(18,482)</b>	<b>127,670</b>	<b>149,662</b>	<b>(40,474)</b>	<b>149,662</b>

**THE FLORIDA BAR**  
**Real Property Trust Officer Liaison Conference**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3301-Registration-Live	-	258,995	240,000	18,995	240,000	270,950	(11,955)	270,950
3331-Registration-Ticket	-	17,410	10,000	7,410	10,000	8,930	8,480	8,930
<b>Total Registration Revenue</b>	-	<b>276,405</b>	<b>250,000</b>	<b>26,405</b>	<b>250,000</b>	<b>279,880</b>	<b>(3,475)</b>	<b>279,880</b>
3341-Exhibit Fees	-	57,000	80,000	(23,000)	80,000	81,000	(24,000)	81,000
3351-Sponsorships	-	128,950	100,000	28,950	100,000	103,900	25,050	103,900
<b>Other Event Revenue</b>	-	<b>185,950</b>	<b>180,000</b>	<b>5,950</b>	<b>180,000</b>	<b>184,900</b>	<b>1,050</b>	<b>184,900</b>
3401-Sales-CD/DVD	1,425	14,780	5,000	9,780	5,000	9,280	5,500	9,280
<b>Sales, Rents &amp; Royalties Revenue</b>	<b>1,425</b>	<b>14,780</b>	<b>5,000</b>	<b>9,780</b>	<b>5,000</b>	<b>9,280</b>	<b>5,500</b>	<b>9,280</b>
<b>Total Revenue</b>	<b>1,425</b>	<b>477,135</b>	<b>435,000</b>	<b>42,135</b>	<b>435,000</b>	<b>474,060</b>	<b>3,075</b>	<b>474,060</b>
5051-Credit Card Fees	2,009	15,416	15,000	416	15,000	10,485	4,931	10,485
5121-Printing-Outside	-	-	2,500	(2,500)	2,500	-	-	-
<b>Total Contract Services</b>	<b>2,009</b>	<b>15,416</b>	<b>17,500</b>	<b>(2,084)</b>	<b>17,500</b>	<b>10,485</b>	<b>4,931</b>	<b>10,485</b>
5501-Employee Travel	-	3,870	2,836	1,034	2,836	3,711	159	3,711
5571-Speaker Travel	-	3,848	1,674	2,174	1,674	7,514	(3,666)	7,514
<b>Total Travel</b>	-	<b>7,718</b>	<b>4,510</b>	<b>3,208</b>	<b>4,510</b>	<b>11,226</b>	<b>(3,508)</b>	<b>11,226</b>
6001-Post 1st Class/Bulk	33	415	350	65	350	1,167	(752)	1,167
6021-Post Express Mail	-	-	150	(150)	150	-	-	-
6319-Mtgs Other Functions	-	5,299	10,000	(4,701)	10,000	6,489	(1,190)	6,489
6321-Mtgs Meals	-	106,268	85,000	21,268	85,000	90,130	16,138	90,130
6325-Mtgs Hospitality	-	111,813	90,000	21,813	90,000	96,053	15,760	96,053
6341-Mtgs Equip Rental	-	24,942	25,000	(58)	25,000	19,201	5,741	19,201
6399-Mtgs Other	-	250	-	250	-	1,000	(750)	1,000
6401-Speaker Expense	-	2,989	-	2,989	-	-	2,989	-
7999-Other Operating Exp	663	5,401	3,200	2,201	3,200	1,470	3,930	1,470
<b>Total Other Expense</b>	<b>696</b>	<b>257,376</b>	<b>213,700</b>	<b>43,676</b>	<b>213,700</b>	<b>215,510</b>	<b>41,866</b>	<b>215,510</b>
8011-Administration CLE	-	15,950	16,000	(50)	16,000	15,950	-	15,950
8101-Printing In-House	-	951	750	201	750	1,338	(386)	1,338
8131-A/V Services	-	5,565	5,300	265	5,300	5,881	(316)	5,881
8141-Journal/News Service	-	850	1,000	(150)	1,000	425	425	425
8171-Course Approval Fee	-	55	150	(95)	150	150	(95)	150
<b>Total Admin &amp; Internal Expense</b>	-	<b>23,372</b>	<b>23,200</b>	<b>172</b>	<b>23,200</b>	<b>23,744</b>	<b>(372)</b>	<b>23,744</b>
<b>Total Expense</b>	<b>2,704</b>	<b>303,882</b>	<b>258,910</b>	<b>44,972</b>	<b>258,910</b>	<b>260,965</b>	<b>42,917</b>	<b>260,965</b>
<b>Operating Income</b>	<b>(1,279)</b>	<b>173,253</b>	<b>176,090</b>	<b>(2,837)</b>	<b>176,090</b>	<b>213,095</b>	<b>(39,842)</b>	<b>213,095</b>

**THE FLORIDA BAR**  
**Real Property Trust Attorney Bankers Conference**  
**For the Twelve Months Ending June 30, 2025**

	June	YTD 2025	YTD 24-25 Budget	Budget Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3301-Registration-Live	-	-	12,500	(12,500)	12,500	14,480	(14,480)	14,480
<b>Total Registration Revenue</b>	-	-	<b>12,500</b>	<b>(12,500)</b>	<b>12,500</b>	<b>14,480</b>	<b>(14,480)</b>	<b>14,480</b>
3341-Exhibit Fees	-	-	1,500	(1,500)	1,500	-	-	-
3351-Sponsorships	-	-	13,000	(13,000)	13,000	12,500	(12,500)	12,500
<b>Other Event Revenue</b>	-	-	<b>14,500</b>	<b>(14,500)</b>	<b>14,500</b>	<b>12,500</b>	<b>(12,500)</b>	<b>12,500</b>
<b>Total Revenue</b>	-	-	<b>27,000</b>	<b>(27,000)</b>	<b>27,000</b>	<b>26,980</b>	<b>(26,980)</b>	<b>26,980</b>
5051-Credit Card Fees	-	103	-	103	-	565	(462)	565
<b>Total Contract Services</b>	-	<b>103</b>	-	<b>103</b>	-	<b>565</b>	<b>(462)</b>	<b>565</b>
5501-Employee Travel	-	-	1,124	(1,124)	1,124	933	(933)	933
5571-Speaker Travel	-	-	1,648	(1,648)	1,648	-	-	-
<b>Total Travel</b>	-	-	<b>2,772</b>	<b>(2,772)</b>	<b>2,772</b>	<b>933</b>	<b>(933)</b>	<b>933</b>
6321-Mtgs Meals	-	-	6,000	(6,000)	6,000	9,848	(9,848)	9,848
6325-Mtgs Hospitality	-	-	5,000	(5,000)	5,000	4,511	(4,511)	4,511
6341-Mtgs Equip Rental	-	-	1,000	(1,000)	1,000	-	-	-
7999-Other Operating Exp	-	-	300	(300)	300	70	(70)	70
<b>Total Other Expense</b>	-	-	<b>12,300</b>	<b>(12,300)</b>	<b>12,300</b>	<b>14,429</b>	<b>(14,429)</b>	<b>14,429</b>
8011-Administration CLE	-	-	8,250	(8,250)	8,250	7,200	(7,200)	7,200
8101-Printing In-House	-	-	200	(200)	200	45	(45)	45
8141-Journal/News Service	-	-	-	-	-	425	(425)	425
8171-Course Approval Fee	-	-	150	(150)	150	-	-	-
<b>Total Admin &amp; Internal Expense</b>	-	-	<b>8,600</b>	<b>(8,600)</b>	<b>8,600</b>	<b>7,671</b>	<b>(7,671)</b>	<b>7,671</b>
<b>Total Expense</b>	-	<b>103</b>	<b>23,672</b>	<b>(23,569)</b>	<b>23,672</b>	<b>23,598</b>	<b>(23,495)</b>	<b>23,598</b>
<b>Operating Income</b>	-	<b>(103)</b>	<b>3,328</b>	<b>(3,431)</b>	<b>3,328</b>	<b>3,382</b>	<b>(3,485)</b>	<b>3,382</b>



BUDGET AMENDMENT

- ☐ Board of Governors
- ☐ Executive Director



Fiscal Year 2025-2026 Fund 964  
Department 9640 Program 26405

Budget Amendment #  
Prepared by/date Hilary Stephens 7/23/25  
Dept. Approval \_\_\_\_\_  
Division Approval \_\_\_\_\_  
Division Dir., Admin. \_\_\_\_\_  
Executive Dir. \_\_\_\_\_

Account #	Account Description	Actual Through	Total Budget	Amendment	Proposed Budget
<u>Use of Funds</u>					
964-9640-26405-00000-6311	Pre-trip Room Block/Tours	\$44,650 through 7/23/25	\$502,000.00	\$80,000.00	\$582,000
					\$0
					\$0
					\$0
					\$0
If values in white are equal, accounts are balanced				\$80,000	
<u>Source of Funds</u>					
964-9640-26405-00000-3301	Registration room block/tours	\$256,558 through 7/23/25 (43% of proposed budget)	\$516,650.00	\$80,000.00	\$596,650
					\$0
					\$0
					\$0
					\$0
				\$80,000	

\*BUDGET OFFICE USE ONLY\*

GP Monthly

GP Annual

Budget Workbook

Amendatory Authority (Sections only)

Notification to Requester

**Budget Amendment Requester:**  
**Use second tab of workbook for**  
**narrative explanation and support.**

#### Explanation of Request

The purpose of this budget amendment is to allocate additional funds to the RPPTL Out-of-State Meetings budget line to cover the cost of a pre-cruise room block. When the budget was originally prepared, there was no intention for the section to cover this expense, as it has been standard practice for individuals to reserve and pay for their own accommodations within a group block.

However, after it became clear that the majority of attendees plan to arrive in Budapest two days prior to the cruise embarkation, the section opted to coordinate a group room block through Avalon, our contracted cruise provider. Avalon was able to offer a discounted rate that includes hotel accommodations, an excursion in Budapest, meals, and transfers to the ship.

As a result, the section will be responsible for submitting a rooming list and covering the upfront cost of the block. This expense will be offset by registration revenue, as attendees will be charged for their accommodations through the event registration process.

Date of Presentation	Crs. #	Title	Location
9/24/25	9355	IRA Beneficiary Designations under SECURE 2.0 Update	Webcast
10/1/25	9333	I'm Just a Bill on Capitol Hill – Understanding the Florida Legislative Process	Webcast
10/24/25	8839	Attorney / Bankers Conference	Funky Buddha, Fort Lauderdale
10/28/25	9343	Preparing Form 1023 for a Private Foundation	Webcast
11/6/25	9335	Part 1: Til Partition Do You Part – Understanding Partition Actions in Florida	Webcast
11/12/25	9336	Part 2: Til Partition Do You Part – Understanding Partition Actions in Florida	Webcast
11/19/25	9344	Condo Crimes and Misdemeanors – Understanding Criminal Penalties in Community Associations	Webcast
3/5/26	9340	Insurance Coverage College	JW Marriott Grande Lakes, Orlando
3/5-7/26	9339	Construction Law Certification Review Course	JW Marriott Grande Lakes, Orlando
3/6-7/26	9338	Construction Law Institute	JW Marriott Grande Lakes, Orlando
3/20-21/26	TBD	Advanced Real Estate Certification Review Course	TBD
3/20-21/26	TBD	Advanced Wills, Trusts & Estates Certification Review Course	TBD



# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

(850) 561-5600  
[www.FLORIDABAR.org](http://www.FLORIDABAR.org)

## **REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM**

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
  - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
  - If comments have been received from another interested group, the comments must be included.
  - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
  - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
  - The proposal will then need to be presented at the Division Round Table.
  - Then, published as an Information Item to the Executive Council.
  - Then, published as an Action Item to the Executive Council.

## General Information

**Submitted by:** *(name of Section Committee)* Ad Hoc Transfer on Death Instrument Committee of the Real Property, Probate and Trust Law Section

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**Contact:** *(Name of Committee Chair(s), address and phone number)* c/o Co-Chairs, Christopher W. Smart (813) 229-4142, 4221 W. Boy Scout Blvd., Tampa, FL 33607 and A. Stephen Kotler (239) 325-5140, 999 Vanderbilt Beach Rd., Ste. 200, Naples, FL 34108

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*(Name of Committee Vice-Chair, if any, address and phone number, if any)* Rebecca L.A. Wood (352) 810-0895 10807 NW 32<sup>nd</sup> Ave., Gainesville, FL 32606

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## Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

### 1. Proposed Wording of Legislative Position for Official Publication

Proposed adoption of new §689.30 "Florida Real Property Transfer on Death Act" to provide for a statutorily-approved means and form for the transfer of real property upon the death of the grantor that avoids probate and also allows for the grantor the freedom to mortgage or convey the real property to the grantor or any third party without the consent or approval of the beneficiary.

### 2. Political Proposal

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### 3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements? *(select one)*       X   Yes            No
- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
  - It is beyond the scope of the Section/Bar's permissible legislative or political activity, or within the Section/Bar's permissible scope of legislative or political activity and consistent with an official Section/Bar position on that issue; and

- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

b. Additional Information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### **Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups**

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

The Elder Law Section of the Florida Bar

The Business Law Section of the Florida Bar

The Health Law Section of the Florida Bar

The Family Law Section of the Florida Bar

### **Contacts**

**Legislation Committee Appearance** (list name, address and phone #)

S. Dresden Brunner, Legislation Committee Co-Chair, P.O. Box 111575, Naples, FL 34108, Telephone 239-513-1576

Lee A. Weintraub, Legislation Committee Co-Chair, 1 E. Broward Blvd., Suite 1800, Tampa, FL 33301, Telephone 954-985-4147

**Appearances before Legislators** (list name and phone # of those having direct contact before House/Senate committees)

Peter M. Dunbar and Martha J. Edenfield, c/o Jones Walker LLP, 106 E. College Ave, Ste. 1200, Tallahassee, FL 32301, Telephone 850-214-5100

**Meetings with Legislators/staff** (list name and phone # of those having direct contact with legislators)

\_\_\_\_\_  
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 \_\_\_\_\_  
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# WHITE PAPER

## FLORIDA REAL PROPERTY TRANSFER ON DEATH ACT (FRPTODA)

### I. SUMMARY

The Uniform Law Commission enacted the Uniform Property Transfer on Death Act in 1989. The Uniform Law Commission summarized the effect of the proposed law as follows:

The Uniform Real Property Transfer on Death Act (URPTODA) provides a simple process for the non-probate transfer of real estate. The act allows an owner of real property to designate a beneficiary to automatically receive the property upon the owner's death without a probate procedure. The property passes by means of a recorded transfer on death (TOD) deed. During the owner's lifetime, the beneficiary of a TOD deed has no interest in the property and the owner retains full power to transfer the or encumber the property or revoke the deed....<sup>1</sup>

According to a survey by Dr. Gary W. Beyer and also the Uniform Law Commission, 31 states have adopted some form of TOD deed. Of those 21 have adopted the URPTODA<sup>2</sup> and the Uniform Act was introduced in 4 more states. The proposed legislation is not the uniform act but rather is based upon the legal theories set forth in the URPTODA, with modifications based upon current Florida law, including probate and real estate practices and procedures. As proposed, the legislation is not intended to change the rights and remedies of the owner's creditors during the owner's lifetime under current Florida law. However, there is some controversy as whether the bill as proposed changes the rights and remedies of the owner's creditors after death. The proposed legislation clarifies the status of title to the real property during the owner's lifetime and defines the rights of beneficiaries and creditors at death.

### II. CURRENT SITUATION

#### A. Common Law Recognition of Transfers with Reserved Rights

The concept of a transfer on death beneficiary designation for real property is rooted in real property law. One form of these transfers is known in Florida as a "lady bird deed" or "enhanced life estate deed." A publication by the Attorneys' Title Insurance Fund, Inc. summarized the history of enhanced life estate deeds:

Division of the fee interest in real property into a life estate and a remainder interest has a long history dating back to English common law. As a tool for estate planning several drawbacks are present. The life tenant may not convey or mortgage the

<sup>1</sup> <https://www.uniformlaws.org/committees/community-home?CommunityKey=a4be2b9b-5129-448a-a761-a5503b37d884>, last visited July 12, 2024.

<sup>2</sup> [https://www.actec.org/assets/1/6/Transfer\\_on\\_Death\\_Deeds\\_Survey.pdf?hssc=1](https://www.actec.org/assets/1/6/Transfer_on_Death_Deeds_Survey.pdf?hssc=1), as of November 9, 2023.

property without joinder of the remainderman, the property will be subject to creditors of the remainderman and the life tenant is responsible to the remainderman for acts which would devalue the remainder interest. It is possible to address the first concern by including, at the time of creation, the authority to divest the remainder interest. Description of such enhanced life estates as “Lady Bird deeds” stems from published examples utilizing Lady Bird Johnson as a party.<sup>3</sup>

Florida,<sup>4</sup> along with Michigan,<sup>5</sup> Texas,<sup>6</sup> Vermont,<sup>7</sup> and West Virginia, recognize “enhanced life estate deeds” under common law. The owner of real property can reserve a life estate with full control over the property, including the remainder interest. The remainder interest can be conveyed to another person, but remains subject to the right to divest the remainder interest. The Fund Concept has described the resulting remainder interest as a “vested remainder subject to divestment.”<sup>8</sup>

Vested remainders may be divided into three categories. They may be (1) indefeasible vested remainders; (2) vested remainders subject to open, such as a transfer to a class; or (3) vested remainders subject to complete defeasance. See 2 Boyer, *Florida Real Estate Transactions*, Sec. 22.04; and 1 Simes and Smith, *The Law of Future Interests* (2d ed. 2001), Sec. 113. The interest created by a Lady Bird deed would appear to be a vested remainder subject to complete defeasance, also referred to as divestment.

Language in the deed may include powers to:

convey the property to another person, trust, or entity other than the transfer on death beneficiary, with or without consideration, and without joinder of the transfer on death beneficiary;

mortgage or encumber the property without the joinder of the transfer on death

<sup>3</sup> Ted Connor, Fund Senior Underwriting Counsel, *Enhanced life estate deeds – an Underwriting Update*, p. 149, The Fund Concept, November 2002. Another summary of Lady Bird Deeds can be found in an article by Randy Gilbert, *Giving the Bird. Lady-Bird Deeds*, <https://ftic.net/2021/06/01/giving-the-bird-lady-bird-deeds/>, last visited December 10, 2022.

<sup>4</sup> *Oglesby v. Lee*, 73 So. 840 (Fla. 1917).

<sup>5</sup> *In re Tobias Estates*, unpublished opinion per curiam of the Court of Appeals, issued May 10, 2012 (Docket No. 304852), p. 5, 2012 WL 1648847...” *Bill & Dena Brown Trust v. Garcia (In re Brown Estate)*, 312 Mich. App. 684, 880 N.W.2d 269 (Mich. App. 2015).

<sup>6</sup> *In re Estate of Maggie Williams Turner*, No. 06-17-00071-CV (Tex. App.–Texarkana 2017).

<sup>7</sup> *Cook v. Coburn*, 97 A. 3d 892, 2014 VT 45 (Vt. 2014). Vermont has codified enhanced life estate deeds with the passage of House Bill 837 in 2020.

<sup>8</sup> Ted Connor, Fund Senior Underwriting Counsel, *Enhanced life estate deeds – an Underwriting Update*, p. 149, The Fund Concept, November 2002. Another summary of Lady Bird Deeds can be found in an article by Randy Gilbert, *Giving the Bird. Lady-Bird Deeds*, <https://ftic.net/2021/06/01/giving-the-bird-lady-bird-deeds/>, last visited December 10, 2022.



beneficiary;

change the transfer on death beneficiary; or

revoke the designation of a transfer on death beneficiary.

Because this method of transferring ownership at death involves an interest in real property, a deed is used to create the interests of the transfer on death beneficiary. The language in the deed is crucial. There is currently no direct statutory guidance on the creation and effect of enhanced life estate deeds despite their prevalent use by Florida landowners.

## **B. Uncertainty Resulting from Enhanced Life Estate Deeds**

### **1. The Owner's Retained Rights**

Because enhanced life estate deeds reserve specific rights based upon the language in the deed, the average Floridian may not understand the limitations created by the language in the deed. These types of deeds are viewed much like transfer on death beneficiary designations for bank accounts<sup>9</sup>, the registration of securities<sup>10</sup>, and life insurance policies, though technically and legally they are not the same. Professor John F. Langbein examined the shift away from statutory-based probate system to regulate the distribution of wealth upon the owner's death to the use of beneficiary designations, which is largely administered without supervision by the courts. Because legal professionals frequently are not involved in the creation of the beneficiary designations, and the courts are not automatically involved in the distribution process after the owner's death, important legal issues are not considered.<sup>11</sup>

### **2. The Transfer on Death Beneficiary's Interest**

Applying the vested-subject-to-divestment approach to the remainder interest, the remainderman has a vested remainder interest so judgment liens against the remainderman might *or might not* attach during the lifetime of the grantor. Since there is no statutory authority, the effect of these deeds may be subject to court interpretation depending on the form used and facts surrounding the conveyance which adds unnecessary ambiguity to the rights of grantor and grantees, as well as their respective creditors, when using these transactions. However, it should be noted there is no Florida case law regarding the use of enhanced life estate deeds other than *Oglesby* (see footnote 4).

### **3. Retained Right to Revoke the Beneficiary Designation**

The owner signing a deed with retained rights may be unclear on his or her right to revoke or divest the remainder interest. With a transfer on death bank account, the owner retains the right to write checks and make withdrawals privately, without the formalities of an instrument that must be recorded in the official land records. The lack of statutory guidance on the rights of the grantor in these transactions and the form of the deed creates confusion in a process that can be one of the

<sup>9</sup> §655.82, Fla. Stat., last amended by Laws of Florida, Ch. 2001-243.

<sup>10</sup> §711.506, Fla. Stat.

<sup>11</sup> Langbein, John H., *Because Property Became Contract: Understanding the American Nonprobate Revolution* (March 23, 2020). Available at SSRN: <https://ssrn.com/abstract=3561181>.

most important transactions undertaken in an estate planning context.

#### **4. Transfer of Ownership After Death Without Probate**

Property passing outside the deceased owner's probate estate are not subject to Florida probate administration. A decedent's probate estate consists of "the property of a decedent that is the subject of administration."<sup>12</sup> Assets that transfer a decedent's property at death are not subject to administration in a probate proceeding with two limited exceptions:

- §733.707(3) provides: (3) Any portion of a trust with respect to which a decedent who is the grantor has at the decedent's death a right of revocation, as defined in paragraph (e), either alone or in conjunction with any other person, is liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate is insufficient to pay them as provided in ss. 733.607(2) and 736.05053
- §732.2035 subjects several categories of non-probate transfers to the surviving spouse's elective share.

The proposed statute includes amendments to the elective share statutes to ensure that transfer on death instruments are included in the elective share treated similarly to transfer on death accounts. While other statutory provisions of Florida law do not specifically address the claims of a decedent's creditors as to non-probate transfers, the proposed statute provides that the beneficiary of the real property is personally liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate and revocable trust are insufficient to pay them.

##### **a. Transfer on Death Accounts - § 655.082**

The use of the term "transfer on death" describes an easy-to-understand option for the public to plan for their heirs while avoiding probate. It is patterned after Florida's banking laws. The 2001 Senate Staff Analysis for CS/SB 1260 by the Finance and Taxation Committee dated March 20, 2001, examined the purpose of transfer on death accounts, and recognized that "in-trust-for" accounts, as permitted under §655.081, should be treated as transfer on death accounts. Section 655.081 was repealed in 2001.

Currently, the Florida Statutes contain two provisions which govern the disposition of certain deposits upon the death of the depositor. These statutory provisions include sections dealing separately with deposits in trust and pay-on-death accounts.

Section 655.81, F.S. (deposits in trust), provides that deposits made by any person describing himself or herself as a trustee, without further written notice of the existence and terms of a legally valid trust, may be paid by the institution to the person for whom the deposit was stated to have been made, in the event the person described as the trustee dies. The section further provides that in the case of a credit union, deposits may be held in the name of a member in trust for a beneficiary. That beneficiary, however, unless a member of the credit union in his or her own right,

<sup>12</sup> §731.201(14), Fla. Stat.

will not incur the duties or privileges of membership.

In addition, s. 655.82, F.S. (pay-on-death accounts), governs the disposition of accounts which are designated “pay-on-death.” That section defines a “pay-on-death designation” as the designation of:

1. A beneficiary in an account payable on request to one party during the party’s lifetime and on the party’s death to one or more beneficiaries, or to one or more parties during their lifetimes and on death of all of them to one or more beneficiaries; or

2. A beneficiary in an account in the name of one or more parties as trustee for one or more beneficiaries if the relationship is established by the terms of the account and there is no subject of the trust other than the sums on deposit in the account, whether or not payment to the beneficiary is mentioned.

The section further defines a “beneficiary” as a person named as one to whom sums on deposit in an account are payable on request after death of all parties or for whom a party is named as a trustee. Since s. 655.82(3)(b), F.S., provides that “...in an account with a pay-on-death designation, ... on the death of the sole party or the last survivor of two or more parties, sums on deposit belong to the surviving beneficiary or beneficiaries,” deposits in trust contemplated by s. 655.81, F.S., also fall within the operation of s. 655.82, F.S., dealing with pay-on-death accounts, in that deposits in trust must be paid to surviving beneficiaries upon the death of a named trustee.

According to proponents of the bill and the Department of Banking and Finance, deposits in trust generate documentary and record keeping costs associated with the application of probate laws. In contrast, deposits in pay-on-death accounts pass directly to a beneficiary by operation of law, and like deposits passing to a surviving owner of a joint account with right of survivorship, are *not subject to probate*. Furthermore, both the department and bill proponents maintain that operation of the statutory provision dealing with pay-on-death accounts, which the Legislature passed in 1994, was meant to include deposits in trust.<sup>13</sup>

[Emphasis added]

**b. Former Section 655.81 – In Trust for Accounts (Totten Trusts)**

The 2001 Senate Staff Analysis Report for the legislation that repealed §655.81 does not mention the word “creditor.” The legislation did not include provisions to make transfer on death accounts subject to the normal probate or trust procedures. Ownership of a transfer on death account passes by operation of law to the beneficiary designated on the account. The limited decisions addressing transfer on death accounts being subject to probate are all predicated on a finding that the account depositor revoked the account.

**c. The Florida Uniform Transfer on Death Security Registration Act - §711.509**

The Florida Uniform Transfer on Death Security Registration Act permits the nonprobate

<sup>13</sup> Finance and Taxation Committee Staff Analysis and Economic Impact Statement, CS/SB 1260, p. 3, March 20, 2021.

transfer of securities upon the owner's death.

**711.509 Nontestamentary transfer on death.—**

(1) A transfer on death resulting from a registration in beneficiary form is effective by reason of the contract regarding the registration between the owner and the registering entity and ss. 711.50-711.512 and is not testamentary.

(2) Sections 711.50-711.512 do not limit the rights of creditors of security owners against beneficiaries and other transferees under other laws of this state.

History.—s. 3, ch. 94-216.

**d. Tenancy by the Entireties; Joint Tenancy with Rights of Survivorship - §655.79**

Upon the death of one joint owner, ownership of a bank account or certificate of deposit vests in the surviving owner.

**e. Motor Vehicles - §319.22**

Motor vehicles titled in the names of two or more owners with “or” between the names creates a joint tenancy. Upon the death of one owner, “the interest of the decedent shall pass to the survivor as though title or interest in the vehicle or mobile home was held in joint tenancy.”<sup>14</sup>

**f. The Uniform Real Property Transfer on Death Act in Other States**

Some state legislatures have included provisions in their enacted version of the Uniform Real Property Transfer on Death Act to address creditor claims. Generally, those states subject the real property described in a transfer on death deed to the claims of creditors only when the probate assets are insufficient to satisfy timely-filed claims, administration expenses, and statutory allowances in an active probate proceeding.<sup>15</sup> Some states do not provide for the enforcement of probate administration expenses, probate claims, or statutory allowances against transfer on death property.<sup>16</sup> A few states treat the repayment of Medicaid benefits for the owner as a lien on the property.<sup>17</sup>

<sup>14</sup> §319.22(2)a., Fla. Stat.

<sup>15</sup> *See, for example:* Section 15, Uniform Real Property Transfer on Death Act, the Uniform Commission on State Laws; § 13.48. 140 , Alaska Statutes; §§5600-5696, California Code; §§ 15-15-401 – 415, Colorado Revised Statutes; Hawaii Rev. Stat. § 527-1; Ind. Code §32-17-12-2; §32-17-14-29; §6-416, Main Revised Statutes; §461.025, Revised Statutes of Missouri; §72-6-414, Montana Code Annotated; §76-3417 Nebraska Statutes; Chapter 45, Article 6, Nevada Revised Statutes; 29A-6-420 through 29A-6-425, South Dakota Code; 64.80.120, Revised Code of Washington; § 19-604.01, Code of the District of Columbia.

<sup>16</sup> §33-405, Arizona Revised Statutes; Mississippi Code §91-27-29; Title 58, Sections 1253 - 1258, Oklahoma Statutes; Article 12, Uniform Real Property Transfer on Death Act, West Virginia Code; §705.10, Wisconsin Statutes; §2-18-103, Wyoming Statutes.

<sup>17</sup> §18-12-608, Arkansas Code; §59-3504, Kansas Statutes; §507.071, Minnesota Statutes.

**g. Cases Applying the Law of Trusts**

The limited decisions addressing transfer on death accounts being subject to probate are all predicated on a finding that the account depositor revoked the account. There appear to be no Florida cases holding that transfer on death accounts are subject to creditor claims. One unreported decision mentioned the insolvency of the decedent's estate as a revocation which, in turn, brought the transfer on death account into the decedent's estate, but the court found other grounds for the ultimate decision.<sup>18</sup>

**i. *Kearney v. Unibay Co. – Totten Trusts are Subject to the Claims of the Depositor's Creditors in a Garnishment Action Against the Depositor***

Some practitioners assert that the decision in *Kearney v. Unibay Co.*<sup>19</sup> is authority to subject transfer on death accounts to the claims of the deceased owner's creditors. *Kearney* is not binding authority for subjecting transfer on death accounts to probate administration.

- In a garnishment proceeding against him, Mr. Kearney claimed that two certificates of deposit were "held in trust for the benefit of Mary L. Wormley." He further claimed that he was not the owner of the certificates of Deposit. He testified that the funds on deposit belonged to Ms. Wormley and that he deposited the funds for her benefit.
- Mr. Kearney claimed that the funds were subject to the Totten trust doctrine established in *Ginsberg v. Goldstein*, 404 So. 2d 1098, 1100 (Fla. 3d DCA 1981).
- The court concluded that because Mr. Kearney retained complete control of the funds, the court concluded:

"Since the depositor has complete control over the deposit during his lifetime, however, he is treated as the owner insofar as his creditors are concerned. His creditors can reach the deposit while he is living, and can reach it as part of his estate on death."

*Kearney v. Unibay Co., Inc.*, 466 So.2d 271, 10 Fla. L. Weekly 392 (Fla. App. 1985)

- The *Kearney* case did not involve creditor claims after the owner's death, or claims against Mr. Kearney's estate. To the extent that the court ruling addressed post-death claims, it is *dicta*, which could be persuasive authority, but not binding authority.

**ii. *Nahar v. Nahar – Are Totten Trust Accounts Estate Assets Subject to Administration Expenses?***

In *Nahar v. Nahar*,<sup>20</sup> the trial court ordered that costs of administration should be paid from

<sup>18</sup> *Rice v. Schember*, Florida Law Weekly, Volume 15, Number 18, page C17 (Sixth Judicial Circuit, Pinellas County May 4, 1990.)

<sup>19</sup> *Kearney v. Unibay Co.*, 466 So. 2d 271 (Fla. 4<sup>th</sup> DCA 1985).

<sup>20</sup> 576 So. 2d 862 (Fla. 3d DCA 1991). (As of January 6, 2023, Fastcase reports only 1 citation –

assets which the court had not determined to be part of the probate estate, including a Totten trust account. On appeal, the case was remanded for the trial court to determine whether a Totten trust account passing to a beneficiary designated on the account agreement was a probate asset subject to administration. The court cited *Seymour v. Seymour*,<sup>21</sup> discussed below. The court specifically stated that non-probate assets are not subject to probate, including the payment of probate claims.

Since non-probate assets may not be used to pay probate expenses, *see In re Barret's Estate*, 137 So. 2d 587 (Fla. 1st DCA 1962), administration costs and the administrator's attorney's fees may not be paid out of assets which the probate court [\*864] has not yet determined are subject to probate.<sup>22</sup>

**iii. *Seymour v. Seymour – Totten Trusts are Not Estate Assets.***

In 1956, the Florida Supreme Court addressed a Totten trust account. The account agreement for a savings account directed the payment of the funds in the account to Felton Seymour, the son of the account owner, Euphemia Seymour. Richard Seymour, as personal representative, sought an order directing the payment of the funds to him as personal representative Euphemia's estate. The Florida Supreme Court held that the Totten trust funds passed by operation of law to the decedent's son, Felton.

**iv. *Vargas v. Vargas – Totten Trust Accounts Can be Revoked***

The court in *Vargas v. Vargas*<sup>23</sup> held that a letter from the depositor to the bank, instructing them to transfer the funds in trust for her granddaughters, together with the act of giving him the account passbooks, were sufficient to revoke the Totten "trust." It should follow that the account can also be revoked by withdrawing the funds.

**v. *Rice v. Schember*<sup>24</sup> – Totten Trust Accounts Can be Revoked in Favor of Estate Creditors**

In *Rice v. Schember*, an unreported trial court decision, the trial court found that the insolvency of the decedent's estate resulted in a revocation upon the depositor's death, citing *Litsey v. Savings & Loan Association of Tampa*.<sup>25</sup>

**vi. *Litsey v. Savings & Loan Association of Tampa – Totten Trust Account Affirmed – No Revocation***

In *Rice v. Schember*, the court cited the *Litsey* decision to support its finding that the depositor revoked a Totten trust account, based in part on the insolvency of the estate. In *Litsey*,

*Nahar v. Nahar*, which was remanded back to the trial court to determine whether the Totten Trust account had been revoked. If so, the revocation would bring the account balance into the probate estate."

<sup>21</sup> *Seymour v. Seymour*, 85 So. 2d 726 (Fla. 1956). (As of January 6, 2023, Fastcase reports 37 citations, with no negative treatment.)

<sup>22</sup> *Nahar v. Nahar*, *supra*, at 863.

<sup>23</sup> *Vargas v. Vargas*, 659 So. 2d 1164 (Fla. 3<sup>rd</sup> DCA 1995).

<sup>24</sup> *Rice v. Schember*, Florida Law Weekly, Volume 15, Number 18, page C17 (Sixth Judicial Circuit, Pinellas County May 4, 1990.)

<sup>25</sup> 243 So. 2d 239, 242 (Fla. 2d DCA 1971).

the court found that the depositor did not revoke the Totten trust account. Mr. Litsey, as executor, argued that the Totten trust had been revoked:

Litsey also contends that the inadequacy of decedent's estate to satisfy the specific bequests in his will at the time it was made is an act of disaffirmance. He points out that the testimony of Theodore Chive, C.P.A., shows that had decedent predeceased his wife there would have been only \$57,800.00 available before taxes to satisfy the bequests of \$104,500.00; and that, upon Mrs. Bernstein predeceasing the decedent and assuming that the trust accounts transferred the funds outside the probate estate, there would, after taxes, be only \$85,600.00 available for the \$104,500.00 specific bequests.

Despite the lack of funds to satisfy bequest under the decedent's will, the court declined to find a revocation of the Totten trust accounts and allowed the funds to pass to the beneficiaries designated on the account.<sup>26</sup> The court noted the heavy burden faced by someone contesting the beneficiary designation based upon oral statements: "The burden on one who seeks to prove revocation by oral statements alone is an exceedingly heavy one."<sup>27</sup>

**vii. *Serpa v. North Ridge Bank – Revocation of a Totten Trust Account in a Will Requires a Clear Statement of Intent***

In *Serpa v. North Ridge Bank*,<sup>28</sup> the bank paid the funds in a transfer on death account to the estate, and the decedent's daughter who was named as the transfer on death beneficiary filed suit against the bank for the return of the funds. The trial court ruled in favor of the bank. On appeal, the court held that the language in the decedent's will was not sufficient to revoke the beneficiary designation on the decedent's bank account.

The appellate court found that the language in the decedent's will was not a revocation of the beneficiary designation:

Fourth: all the rest, residue and remainder of my estate, real, personal or mixed, whatsoever situated, of which I may be or become entitled including stock ownership, my home, bank accounts, certificates of deposit, time-sharing arrangements, I give to my brother, Eddie Ramos, which he will distribute to his sole discretion to my family I may have in Puerto Rico, and to my daughter Lillian Ramos.<sup>29</sup>

The court referred to a Pennsylvania decision for the factors that result in a revocation of a beneficiary designation:

Reference in a will to an interest in "mortgages, notes and cash on hand in Banks and in my safe deposit box" was found to be insufficient to revoke a Totten trust in

<sup>26</sup> 243 So. 2d 239, 242 (Fla. 2d DCA 1971).

<sup>27</sup> 243 So. 2d 239, 242 (Fla. 2d DCA 1971), citing 38 A.L.R.2d 1243, 1259.

<sup>28</sup> 547 So. 2d 199 (Fla. 4<sup>th</sup> DCA 1989).

<sup>29</sup> *Serpa v. North Ridge Bank*, 547 So. 2d 199 (Fla. 2d DCA 1989).

In re Estate of Schuck, 419 Pa. 466, 214 A.2d 629, 631 (1965). The court explained: "HN5[ ] A tentative trust may be revoked, among other means, (1) by oral declarations of the depositor, or (2) by facts and circumstances resulting in inadequacy of the estate assets to satisfy the testamentary gifts, funeral and administration expenses, taxes and other charges." 214 A.2d at 631-32 (citations omitted).<sup>30</sup>

Because the facts of the case did not involve an “inadequacy of the estate assets to satisfy testamentary gifts, funeral expenses and administration expenses, taxes and other charges,” the discussion of those factors is *dicta* and not binding Florida authority.

**viii. The Florida Trust Code – Totten Trust Accounts are Not Subject to the Trust Code.**

The Florida Probate Code provides that a decedent’s revocable trust, is “liable for the expenses of the administration and obligations of the decedent’s estate to the extent the decedent’s estate is insufficient to pay them as provided in ss. 733.607(2) and 736.05053.”<sup>31</sup> The Florida Trust Code specifically excludes “trusts created by the form of the account or by the deposit agreement at a financial institution” from the provisions of the Trust Code.<sup>32</sup>

**h. Contract Law**

In *Lauritsen v. Wallace*, the Fifth District distinguished a decedent’s will cancelling and forgiving the debt under a promissory note as distinguished from a promissory note that was canceled upon the death of the lender by its own terms. The court held that a cancellation of the note within the will was a testamentary transfer. The court found that cancellation of a note within a will was distinguishable from the non-testamentary transfers under §655.79, §319.22, §655.82, and §711.509<sup>33</sup>, all of which operate under a contract theory. The terms of the document control the transfer of ownership upon the owner’s death.

Section 655.82, Florida Statutes, was added during the 2001 legislative session.<sup>34</sup> It further distinguished the transfer of ownership upon the account owner’s death from the law of trusts, relying instead on the transfer of ownership at death pursuant to the account agreement.

655.825 Deposits in trust; applicability of s. 655.82 in place of former s. 655.81.—

(1) Because deposits in trust are also accounts with a pay-on-death designation as described in s. 655.82, it is the intent of the Legislature that the provisions of s. 655.82 shall apply to and govern deposits in trust. References to former s. 655.81 in any depository agreement shall be interpreted after the

<sup>30</sup> *Serpa v. North Ridge Bank*, 547 So. 2d 199, 203 (Fla. 2d DCA 1989)

<sup>31</sup> §733.707(3), Fla. Stat.

<sup>32</sup> §736.0102, Fla. Stat.

<sup>33</sup> *Lauritsen v. Wallace*, 687 So. 3d 285, 288 (Fla. 5<sup>th</sup> DCA 2011).

<sup>34</sup> 2001 Laws of Florida, ch. 2001, s. 243.



effective date of this act as references to s. 655.82655.82.

(2) This section shall take effect July 1, 2001, and shall apply to deposits made to a depository account created after December 31, 1994.

History.—s. 3, ch. 2001-243; s. 101, ch. 2019-3.

Section 655.81, which was repealed, referred to accounts where a “deposit is made by any person describing herself or himself as, and making such deposit as, trustee for another and no other or further notice of the existence and terms of a legal and valid trust...” The former statute permitted payment to the person identified as the “person for whom the deposit was thus stated to have been made.”

#### **i. Real Property Law**

In *Ostyn v. Olympic*, Steve Olympic transferred property to himself and three other individuals as joint tenants with rights of survivorship as permitted in §689.15, Fla. Stat.<sup>35</sup> Mrs. Olympic brought a quiet title action, claiming that the property was her husband’s homestead, and that she was entitled to a life estate in his ownership share pursuant to Article X, s. 4, of the Florida Constitution. The appellate court recognized that, by operation of law, Steve Olympic’s interests in the property passed to the surviving joint tenant.

There is no dispute that the marital home of the defendant and Steve Olympic was in fact owned by him and the plaintiff as joint tenants [\*\*4] with right of survivorship, an estate which can be created in Florida. § 689.15, Fla. Stat. (1983). Accordingly, on Steve Olympic's death, there was no property interest then owned by him to which a homestead interest could attach for the benefit of the defendant.

*Ostyn v. Olympic* was codified in §732.201(33), Fla. Stat.<sup>36</sup>

#### **j. Conclusion – Transfer on Death Accounts are Not Subject to Probate**

Florida law currently does not subject transfer on death accounts to probate. The same is true for property owned as joint tenants with rights of survivorship and tenants by the entireties. They operate as non-testamentary transfers upon the death of the sole owner or one of the joint owners. Although many transfer on death accounts are not specifically exempt from creditor claims after the owner’s death, they are not part of the orderly procedures for handling creditor claims under the Florida Probate Code. There appear to be no Florida cases, or statutes, that conclusively make transfer on death accounts subject to the claims of the deceased owner’s creditors in the absence of a revocation of the beneficiary designation. Despite the current status of Florida law with respect to transfer on death accounts, the proposal for transfer on death of real property does address the claims of the transferor’s creditors, both during lifetime and at death.

### **C. Uniform Title Standards**

Due to lack of statutory authority, Florida’s Uniform Title Standards, promulgated by the Real Property, Probate and Trust Law Section of the Florida Bar, have been updated to reflect

<sup>35</sup> *Ostyn v. Olympic*, 455 So. 2d 1137 (Fla. 2d DCA 1984).

<sup>36</sup> 2012 Fla. Laws ch. 109, s.1; 2012 Fla. HB 733.

solutions to common issues raised by enhanced life estate deeds.<sup>37</sup> Standard 6.10 and Standard 6.11, for example, provide that judgment liens against the lifetime owner of the real property, if not enforced prior to the death of the grantor, do not survive to attach to the interest of the remainderman. However, these constitute only persuasive authority for the Courts and do not alone provide as much certainty of outcome as statutory authority.

#### **D. Current Use of Enhanced Life Estate Deeds**

There are a variety of reasons that Floridians utilize enhanced life estate deeds as part of their planning.

- The owner retains full ownership rights to the real property during the owner's lifetime.
- Probate administration on the owner's death is not required and the real property is not an asset subject to administration.
- The creation of the remainder interest does not affect the step-up in basis under Internal Revenue Code § 1014 because the owner retains a lifetime interest under IRC s. 2036(a).
- The obligation to pay documentary stamp taxes, to the extent there is consideration, is postponed until the owner's death.<sup>38</sup>
- An enhanced life estate deed does not result in a taxable gift.<sup>39</sup>
- An enhanced life estate deed does not trigger the 5 year lookback rule for transfers by Medicaid applicants.<sup>40</sup>

### **III. EFFECT OF PROPOSED CHANGES**

As with the Uniform Law Commission's URPTODA statute, a primary purpose of the proposed legislation is to avoid the need for probate upon the death of the owner of real property. Other effects include:

- Establishes the requirements for creating a valid Transfer on Death Instrument under the FRPTODA by statute.

<sup>37</sup> See Vo. XXXXII, No. 1, ActionLine, Fall 2020, pgs.57-59.

<sup>38</sup> Florida Department of Revenue, Letter of Technical Advice No: 00B4-024, May 12, 2000. A personal representative's deed which effectuates a transfer pursuant to a last will and testament is not subject to document stamp taxes, even if the property is encumbered by a mortgage. §12B-4.014(4), Florida Administrative Code.

<sup>39</sup> <https://miamioldercarelawyers.com/blog/lady-bird-deed-part-2/> and [https://www.browardbar.org/wp-content/uploads/staley-memorial/SpeakerLeonardEMondschein/Lady-Bird-Deed-Outline\\_%20Detailed.pdf](https://www.browardbar.org/wp-content/uploads/staley-memorial/SpeakerLeonardEMondschein/Lady-Bird-Deed-Outline_%20Detailed.pdf)

<sup>40</sup> §409.9101, Florida Statutes.

- Confirms the owner's retained rights, including rights to sell and convey, mortgage, lease, possess, change the transfer on death beneficiary, and revoke the transfer on death beneficiary's expectancy.
- Confirms the rights of the owner's creditors during the owner's lifetime.
- Recognizes that the transfer on death beneficiary's creditors have no claims against the property during the owner's lifetime.
- Confirms that the transfer on death beneficiary is personally liable for the expenses of the administration and obligations of the decedent owner's estate to the extent the decedent's estate and revocable trust are insufficient to pay them.
- Provides a process for the owner's estate to assess and pursue that liability.
- Confirms that title vests in the transfer on death beneficiary at the owner's death.
- Defines the transfer on death beneficiary's interest during the lifetime of the owner as an expectancy interest.

#### **IV. SECTION-BY-SECTION ANALYSIS**

The following pages contain a comparison between the proposed Florida legislation and the Uniform Real Property Transfer on Death Act. The comment column explains the variations between the two.

689.30 Florida Real Property Transfer on Death Act.		
(1) SHORT TITLE. - This section may be cited as the "Florida Real Property Transfer on Death Act."	SECTION 1. SHORT TITLE. This [act] may be cited as the Uniform Real Property Transfer on Death Act.	
(2) DEFINITIONS. - For all purposes of this Act, the singular includes the plural and the plural includes the singular. As used in this Act, the term:	SECTION 2. DEFINITIONS. In this [act]:	
<p>(a) "Beneficiary" means any individual, trustee, or entity named as the beneficiary in a transfer on death instrument.</p> <p>(b) "Expectancy interest" is the interest that a beneficiary takes by a transfer on death instrument.</p>	<p>(1) "Beneficiary" means a person that receives property under a transfer on death deed.</p> <p>(2) "Designated beneficiary" means a person designated to receive property in a transfer on death deed.</p>	Subsection (b) was drafted to confirm that the beneficiary's interest is not vested, and therefore beyond the control of the beneficiary and the beneficiary's creditors during the transferor's lifetime.

		<p>The use of the term "Expectancy Interest" is used to distinguish between an ownership interest that vests immediately and an ownership interest that does not vest until the Transferor's death.</p>
	<p>(3) "Joint owner" means an individual who owns property concurrently with one or more other individuals with a right of survivorship. The term includes a joint tenant[,][ and] [owner of community property with a right of survivorship[,][ and tenant by the entirety]. The term does not include a tenant in common [or owner of community property without a right of survivorship].</p>	<p>The Florida proposal does not permit joint owners, such as a married couple holding title as tenants by the entireties, or two or more persons owning as joint tenants with rights of survivorship. Ownership as tenants by the entireties and joint tenants with rights of survivorship involve complicated rules for conveying real property that could easily be missed,</p>

		undermining the purpose of providing a simple alternative estate planning tool that avoids probate.
	(4) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.	The Florida proposal defines the term "transferor" to be limited to "a natural person who owns a present interest in real property in an individual capacity." The Florida proposal allows the transferor to name an individual, trustee, or entity as the beneficiary.
(c) "Real Property" means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a cooperative parcel as defined in s. 719.103(14).	(5) "Property" means an interest in real property located in this state which is transferable on the death of the owner.	The Florida proposal limits the definition to a "freehold interest" to exclude other more limited interests that would not be suited for the proposed legislation.

(d) "Transfer on death instrument" means a written instrument authorized by this Act.	(6) "Transfer on death deed" means a deed authorized under this [act].	The Florida proposal does not use the word "deed" to describe the writing contemplated by the statute as a deed is used to concurrently transfer an interest in real property. The written instrument authorized by the Act is akin to a beneficiary designation, not unlike POD or TOD. Hence, the use of the word "instrument" to avoid any confusion as to what the instrument really is.
(e) "Transferor" means a natural person who owns a present interest in real property in an individual capacity and who executes and	(7) "Transferor" means an individual who makes a transfer on death deed.  SECTION 8. CAPACITY OF	This definition avoids the use of this instrument for business entities, trusts, tenants by the entireties,

records a transfer on death instrument.	TRANSFEROR. The capacity required to make or revoke a transfer on death deed is the same as the capacity required to make a will.	and joint tenants with rights of survivorship. It is intended to treat the transfer on death instrument as a beneficiary designation by the owner.
(3) APPLICABILITY. This Act applies to transfer on death instruments recorded after the effective date of this Act.	SECTION 3. APPLICABILITY. This [act] applies to a transfer on death deed made before, on, or after [the effective date of this [act]] by a transferor dying on or after [the effective date of this [act]].	
(4) NONEXCLUSIVITY. This Act does not affect any other method of transferring real property.	SECTION 4. NONEXCLUSIVITY. This [act] does not affect any method of transferring property otherwise permitted under the law of this state.	The Florida proposal ensures that the law does not affect other types of transfers currently available under Florida common law or statutory law.



<p>(5) AUTHORITY FOR TRANSFER ON DEATH INSTRUMENT.</p> <p>(a) A natural person may transfer real property to one or more beneficiaries, to be effective only at the transferor's death, by recording a transfer on death instrument.</p> <p>(b) A transfer on death instrument must be in a form substantially similar to that set forth in s. 689.30(13).</p>	<p>SECTION 5. TRANSFER ON DEATH DEED AUTHORIZED. An individual may transfer property to one or more beneficiaries effective at the transferor's death by a transfer on death deed.</p>	<p>The Florida proposal provides the transfer on death instrument must be in a form substantially similar to that as set forth in the statute.</p>
<p>(6) EXECUTION AND RECORDATION.</p> <p>(a) A transfer on death instrument must be executed by the transferor with the formalities required by s.</p>	<p>SECTION 9. REQUIREMENTS. A transfer on death deed:</p> <p>(1) except as otherwise provided in paragraph (2), must contain the essential elements and formalities of a</p>	<p>Because the transfer is based upon real estate concepts, and not a separate trust instrument or will, the instrument must be recorded in the official land records and meet the requirements for</p>

<p>689.01 and acknowledged as required by s. 695.03.</p> <p>(b) A transfer on death instrument must be recorded in accordance with s. 28.222(2) prior to the death of the transferor or it is of no force and effect.</p>	<p>properly recordable inter vivos deed;</p> <p>(2) must state that the transfer to the designated beneficiary is to occur at the transferor's death; and</p> <p>(3) must be recorded before the transferor's death in the public records in [the office of the county recorder of deeds] of the [county] where the property is located.</p>	<p>a recorded instrument.</p> <p>The transfer on death instrument serves as a beneficiary designation, but it is limited to a specific asset, much like a beneficiary designation on a financial account, which is based upon contract principles. The standard required to enter into a valid contract is higher than the standard required for a valid will.</p>
<p>(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. Lack of notice to, delivery to, acceptance by, or consideration from the beneficiary will not cause a</p>	<p>SECTION 10. NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. A transfer on death deed is effective without:</p>	<p>Because recording an instrument in the land records satisfies the delivery requirement for a deed, and this is not a deed, the proposal confirms that</p>

transfer on death instrument recorded during the transferor's life to be ineffective.	(1) notice or delivery to or acceptance by the designated beneficiary during the transferor's life; or (2) consideration.	the beneficiary named in the instrument does not have to accept delivery of the instrument.
<p>(8) LIMITATIONS.</p> <p>(a) A co-owner of real property may execute a transfer on death instrument only if the co-owner owns the real property as a tenant in common and only as to that owner's ownership interest. A transfer on death instrument by one tenant in common does not affect the interest of any other co-owner.</p> <p>(b) A community property interest may not be transferred by a transfer on</p>	<p>SECTION 2. DEFINITIONS</p> <p>(3) "Joint owner" means an individual who owns property concurrently with one or more other individuals with a right of survivorship. The term includes a joint tenant[,][ and] [owner of community property with a right of survivorship[,][ and tenant by the entirety]. The term does not include a tenant in common [or owner of community property without a right of survivorship].</p>	<p>The Florida proposal identifies specific types of interests that can be subject to a transfer on death instrument. It confirms that ownership is not transferred until the transferor's death and addresses the use of a transfer on death instrument by transferors who hold an interest as a tenant in common with another.</p> <p>The Florida proposal does not include a married couple holding title as tenants by</p>

<p>death instrument.</p> <p>(c) A joint owner of real property owned in joint tenancy with rights of survivorship or tenancy by the entireties may not transfer real property by a transfer on death instrument.</p> <p>(d) A guardian or conservator may not execute a transfer on death instrument on behalf of a ward unless authorized by court order.</p> <p>(e) An agent under a power of attorney may not execute or revoke a transfer on death instrument on behalf of a principal unless the power of attorney expressly grants the power to create or change</p>		<p>the entireties or two or more persons owning as joint tenants with rights of survivorship. Ownership as tenants by the entireties and joint tenants with rights of survivorship involve complicated rules for conveying real property that could easily be missed, undermining the purpose of providing a simple alternative estate planning tool that avoids probate.</p> <p>The requirements under the Florida Power of Attorney Act require specific authorization in the power of attorney for this type of instrument since it is similar to a beneficiary form</p>
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<p>beneficiary designations in accordance with s. 709.2202.</p> <p>(f) The recordation of a transfer on death instrument is not a current change in ownership for any purpose, including, but not limited to, transfer taxes under s. 201.02, any due-on-sale clause, any notice or disclosure requirements, or property owners or community association approval requirements.</p> <p>(g) A transfer on death instrument is ineffective to transfer title to real property if, upon the death of the transferor, the real property described in that instrument was the protected</p>		<p>for financial assets.</p> <p>A change of ownership, in some instances, makes the transfer subject to documentary stamp taxes, a due on sale clause in a mortgage, owners' association approval, and other consequences when ownership changes. This subsection confirms that none of those consequences apply when a transfer on death instrument is recorded.</p> <p>It is important to confirm that no change of ownership occurs until the transferor's death for the purposes listed.</p> <p>Subsection (g) subsection</p>
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<p>homestead, as described in s. 731.201(33), of the transferor unless the transferor was not survived by a spouse or by a minor child or, if survived by a spouse but not a minor child:</p> <p>1. The instrument transferred the transferor's entire interest in that real property to the surviving spouse of the transferor; or</p> <p>2. The surviving spouse previously waived all rights in the transferor's protected homestead pursuant to s. 732.702, or other applicable Florida law, or has joined in the instrument and waived his or her rights pursuant to</p>		<p>recognizes the application of <i>Johns v. Bowden</i>, 68 Fla. 32 (1932). The Florida Supreme Court recognized that the constitutional restrictions on the devise of a Florida resident's homestead could not be avoided by "indirection" through the practical equivalent of a will. This is not addressed in the uniform act.</p> <p>Spousal joinder in the transfer on death instrument is not required by the non-owner spouse if that spouse has waived their homestead rights pursuant to a nuptial agreement. Spousal joinder is required by the non-owner</p>
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732.7025.		spouse where waiving homestead rights pursuant to 732.7025. That is different than the joinder requirement for a deed transferring homestead.
<p>(9) REVOCATION.</p> <p>(a) A transfer on death instrument can only be revoked as provided in this section.</p> <p>(b) A transferor may revoke a transfer on death instrument as to some or all of the real property described in the transfer on death instrument by recording a transfer on death instrument or deed conveying the real property to the transferor, to the</p>	<p>SECTION 6. TRANSFER ON DEATH DEED REVOCABLE. A transfer on death deed is revocable even if the deed or another instrument contains a contrary provision.</p> <p>SECTION 11. REVOCATION BY INSTRUMENT AUTHORIZED; REVOCATION BY ACT NOT PERMITTED.</p> <p>(a) Subject to subsection (b), an instrument is effective to revoke a</p>	<p>Revocation is a critical concept. A transfer on death instrument is not intended to be subject to trust laws and concepts.</p> <p>The Florida legislature repealed section §655.81 in 2001. The legislative history indicates that accounts titled in an individual's name as trustee, as described in §655.81, were really transfer-on-death accounts and should be subject to §655.81. As noted above, the</p>

<p>transferor and beneficiaries, or to any third party.</p>	<p>recorded transfer on death deed, or any part of it, only if the instrument:</p> <p style="padding-left: 40px;">(1) is one of the following:</p> <p style="padding-left: 80px;">(A) a transfer on death deed that revokes the deed or part of the deed expressly or by inconsistency;</p> <p style="padding-left: 80px;">(B) an instrument of revocation that expressly revokes the deed or part of the deed; or</p> <p style="padding-left: 80px;">(C) an inter vivos deed that expressly revokes the transfer on death deed or part of the deed; and</p> <p style="padding-left: 40px;">(2) is acknowledged by the</p>	<p>cases subjecting transfer-on-death accounts to probate administration were based upon a theory of revocation by act or oral revocation of a trust. Because real estate is involved, and not a trust, revocation must be limited to a document recorded in the official land records.</p>
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	<p>transferor after the acknowledgment of the deed being revoked and recorded before the transferor's death in the public records in [the office of the county recorder of deeds] of the [county] where the deed is recorded.</p> <p>(b) If a transfer on death deed is made by more than one transferor:</p> <p>(1) revocation by a transferor does not affect the deed as to the interest of another transferor; and</p> <p>(2) a deed of joint owners is revoked only if it is revoked by all of the living joint owners.</p> <p>(c) After a transfer on</p>	
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	<p>death deed is recorded, it may not be revoked by a revocatory act on the deed.</p>	
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	<p>(d) This section does not limit the effect of an inter vivos transfer of the property.</p>	
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(c) If a transfer on death instrument is made by more than one transferor as to real property owned as tenants in common, revocation by a transferor does not affect the transfer on death instrument as to the interests of another transferor.

(d) The designation of the transferor's spouse as a beneficiary in a transfer on death instrument is automatically revoked upon the dissolution of the transferor's marriage to the spouse, unless otherwise specified in the transfer on death instrument. If the transferor and the former

Section 13 of the Uniform Real Property Transfer on Death Act references state laws for revocation of beneficiary designations upon divorce.

Subsection (d) applies Florida's policy to remove former spouses as beneficiaries from a decedent's revocable trust, will, and beneficiary designations.

<p>spouse remarry, the expectancy interest in favor of the former spouse in a prior transfer on death instrument is not revived.</p> <p>(e) The provisions of s. 732.802 and s. 732.8031 apply to any beneficiary.</p>		
<p>(10) DISCLAIMER.</p> <p>A beneficiary may disclaim all or a part of any interest</p>	<p>SECTION 14. DISCLAIMER. A beneficiary may disclaim all or part of the beneficiary's interest as provided by [cite state statute or the Uniform</p>	<p>Sections 732.802 and 732.8031 implement Florida's public policy. The proposed Florida statute would implement the same policy by preventing a person from benefiting from the murder, abuse, or exploitation of the person making a transfer on death instrument.</p> <p>The proposed Florida Statutes utilizes the well-developed framework for</p>

<p>in the real property described in a transfer on death instrument in accordance with s.739.101, et seq..</p>	<p>Disclaimer of Property Interests Act (1999/2006) (UPC Article II, Part 11)].</p> <p><i>Uniform Disclaimer of Property Interests Act (1999/2006):</i></p> <p>SECTION 12. DELIVERY OR FILING.</p> <p>(a) In this section, "beneficiary designation" means an instrument, other than an instrument creating a trust, naming the beneficiary of:</p> <ul style="list-style-type: none"> <li>(1) an annuity or insurance policy;</li> <li>(2) an account with a designation for payment on death;</li> <li>(3) a security registered in beneficiary form;</li> <li>(4) a pension, profit-sharing, retirement, or other employment-related benefit</li> </ul>	<p>disclaimers in Chapter 739, Florida Statutes.</p> <p>Section 739.102(7) defines "future interest" as "an interest that takes effect in possession or enjoyment, if at all, later than the time of its creation." The expectancy interest under the proposed statute would qualify as a future interest and could be disclaimed in the same manner as other interests in real property. Applying the statutory definition, an expectancy interest could be disclaimed during the transferor's lifetime.</p>
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	<p>plan; or</p> <p>(5) any other nonprobate transfer at death.</p> <p>(b) Subject to subsections (c) through (l), delivery of a disclaimer may be effected by personal delivery, first-class mail, or any other method likely to result in its receipt.</p> <p>(c) In the case of an interest created under the law of intestate succession or an interest created by will, other than an interest in a testamentary trust:</p> <p>(1) a disclaimer must be delivered to the personal representative of the decedent's estate; or</p> <p>(2) if no personal representative is then serving, it must be</p>	
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	<p>filed with a court having jurisdiction to appoint the personal representative.</p> <p>(d) In the case of an interest in a testamentary trust:</p> <p>(1) a disclaimer must be delivered to the trustee then serving, or if no trustee is then serving, to the personal representative of the decedent's estate; or</p> <p>(2) if no personal representative is then serving, it must be filed with a court having jurisdiction to enforce the trust.</p> <p>(e) In the case of an interest in an inter vivos trust :</p> <p>(1) a disclaimer must be delivered to the trustee then serving;</p>	
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	<p>(2) if no trustee is then serving, it must be filed with a court having jurisdiction to enforce the trust; or</p> <p>(3) if the disclaimer is made before the time the instrument creating the trust becomes irrevocable, it must be delivered to the settlor of a revocable trust or the transferor of the interest.</p> <p>(f) In the case of an interest created by a beneficiary designation <u>which is disclaimed</u> <del>made</del> before <del>the time</del> the designation becomes irrevocable, <del>a</del> <u>the</u> disclaimer must be delivered to the person making the beneficiary designation.</p> <p>(g) In the case of an interest created by a beneficiary designation <u>which is disclaimed</u> <del>made</del> after <del>the time</del> the designation becomes</p>	
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	<p>irrevocable<del>7</del>:</p> <p><u>(1) a the disclaimer of an interest in personal property must be delivered to the person obligated to distribute the interest<del>7</del>; and</u></p> <p><u>(2) the disclaimer of an interest in real property must be recorded in [the office of the county recorder of deeds] of the [county] where the real property that is the subject of the disclaimer is located.</u></p> <p>(h) In the case of a disclaimer by a surviving holder of jointly held property, the disclaimer must be delivered to the person to whom the disclaimed interest passes.</p> <p>(i) In the case of a disclaimer by an object or taker in default of exercise of a power of</p>	
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	<p>appointment at any time after the power was created:</p> <p>(1) the disclaimer must be delivered to the holder of the power or to the fiduciary acting under the instrument that created the power; or</p> <p>(2) if no fiduciary is then serving, it must be filed with a court having authority to appoint the fiduciary.</p> <p>(j) In the case of a disclaimer by an appointee of a nonfiduciary power of appointment:</p> <p>(1) the disclaimer must be delivered to the holder, the personal representative of the holder's estate or to the fiduciary under the instrument that created the power ; or</p> <p>(2) if no</p>	
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	<p>fiduciary is then serving, it must be filed with a court having authority to appoint the fiduciary.</p> <p>(k) In the case of a disclaimer by a fiduciary of a power over a trust or estate, the disclaimer must be delivered as provided in subsection (c), (d), or (e), as if the power disclaimed were an interest in property.</p> <p>(l) In the case of a disclaimer of a power by an agent, the disclaimer must be delivered to the principal or the principal's representative.</p> <p><i>Uniform Disclaimer of Property Interests Act (1999/2006):</i></p> <p>SECTION 15. RECORDING OF DISCLAIMER. If an instrument transferring an interest in or power over property</p>	
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	<p>subject to a disclaimer is required or permitted by law to be filed, recorded, or registered, the disclaimer may be so filed, recorded, or registered. <u>Except as otherwise provided in Section 12(g)(2),</u> <del>F</del>failure to file, record, or register the disclaimer does not affect its validity as between the disclaimant and persons to whom the property interest or power passes by reason of the disclaimer.</p>	
<p>(11) EFFECT OF A TRANSFER ON DEATH INSTRUMENT DURING THE TRANSFEROR'S LIFE AND AT DEATH.</p> <p>(a) Without limitation, during the transferor's life, a transfer on death instrument does not have any</p>	<p>SECTION 12. EFFECT OF TRANSFER ON DEATH DEED DURING TRANSFEROR'S LIFE. During a transferor's life, a transfer on death deed does not:</p> <p>(1) affect an interest or right of the transferor or any other owner, including the right to transfer or</p>	<p>The Florida proposal is based upon real estate principles and is designed to eliminate any question about ownership during the transferor's lifetime. Because the beneficiary's name appears on an instrument recorded in the official land records, some</p>

<p>effect and does not:</p> <ol style="list-style-type: none"> <li>1. Affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property.</li> <li>2. Create any interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the transfer on death instrument.</li> <li>3. Affect any interest or right of a creditor, whether secured, unsecured, current or future, even if the creditor has actual or constructive notice of the transfer on death instrument.</li> <li>4. Affect the transferor's or</li> </ol>	<p>encumber the property;</p> <ol style="list-style-type: none"> <li>(2) affect an interest or right of a transferee, even if the transferee has actual or constructive notice of the deed;</li> <li>(3) affect an interest or right of a secured or unsecured creditor or future creditor of the transferor, even if the creditor has actual or constructive notice of the deed;</li> <li>(4) affect the transferor's or designated beneficiary's eligibility for any form of public assistance;</li> <li>(5) create a legal or equitable interest in favor</li> </ol>	<p>members of the public might assume that the named beneficiary has a vested interest, with ownership rights during the transferor's lifetime. Because the beneficiary designation can be revoked or divested, the beneficiary does not have an ownership interest during the owner's lifetime. The ownership interest that transfers to the beneficiary upon the transferor's death should not be subject to the claims of the beneficiary's creditors until the transferor's death. Only then does ownership transfer to the beneficiary.</p>
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<p>beneficiary's eligibility for any form of public assistance.</p> <p>5. Create a legal or equitable interest in the beneficiary.</p> <p>6. Subject the real property to claims or process of a creditor of a beneficiary.</p> <p>(b) At the death of the transferor:</p> <p>1. Title to the transferor's interest in the real property described in a transfer on death instrument vests in the beneficiary or beneficiaries who survive the transferor, by operation of law, subject to subsection 12(c).</p> <p>2. The interest of a</p>	<p>of the designated beneficiary; or</p> <p>(6) subject the property to claims or process of a creditor of the designated beneficiary.</p> <p>SECTION 7. TRANSFER ON DEATH DEED NONTESTAMENTARY. A transfer on death deed is nontestamentary.</p> <p>SECTION 13. EFFECT OF TRANSFER ON DEATH DEED AT TRANSFEROR'S DEATH.</p> <p>(a) Except as otherwise provided in the transfer on death deed[,] [ or] in this section[,] [ or in [cite state statutes on antilapse, revocation by divorce or</p>	<p>The purpose of a transfer on death instrument is to transfer ownership at death without a requirement for probate. Just as Florida law does not require the probate of a life insurance policy with beneficiary designations, a bank account with beneficiary designations, or securities registered to allow transfer</p>
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<p>beneficiary in the real property described in a transfer on death instrument is contingent on the beneficiary surviving the transferor.</p> <p>3. If the primary beneficiary fails to survive the transferor and an alternative beneficiary is named in the transfer on death instrument, the transferor's interest in the real property described in a transfer on death instrument vests in the alternative beneficiary.</p> <p>4. If beneficiaries are designated by terms indicating a class and any individual in the class fails to survive the transferor,</p>	<p>homicide, survival and simultaneous death, and elective share, if applicable to nonprobate transfers]], on the death of the transferor, the following rules apply to property that is the subject of a transfer on death deed and owned by the transferor at death:</p> <p style="padding-left: 40px;">(1) Subject to paragraph (2), the interest in the property is transferred to the designated beneficiary in accordance with the deed.</p> <p style="padding-left: 40px;">(2) The interest of a designated beneficiary is contingent on the designated beneficiary surviving the transferor. The interest of a</p>	<p>on the owner's death, a transfer on death instrument does not require probate.</p> <p>Subsection (b) of the Florida proposal addresses situations that are covered under Section 13 of the Uniform Act.</p> <p>Subsection (b) is similar to Florida's antilapse statute, s. 732.603.</p> <p>Some, but not all of the state-law provisions discussed in subsection (a) of the uniform law are addressed under subsection (11) of the proposed Florida state.</p>
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<p>then transferor's interest in the real property vests in the surviving beneficiaries in the class in equal shares.</p> <p>5. If no beneficiary survives the transferor, the real property shall pass as provided by the Florida Probate Code.</p> <p>(c) If more than one beneficiary is designated and the type of tenancy is not specified, multiple beneficiaries shall take in accordance with s. 689.15.</p>	<p>designated beneficiary that fails to survive the transferor lapses.</p> <p>(3) Subject to paragraph (4), concurrent interests are transferred to the beneficiaries in equal and undivided shares with no right of survivorship.</p> <p>(4) If the transferor has identified two or more designated beneficiaries to receive concurrent interests in the property, the share of one which lapses or fails for any reason is transferred to the other, or to the others in proportion to the interest of each in the remaining part of the property held</p>	
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	<p>concurrently.</p> <p>(b) Subject to [cite state recording act], a beneficiary takes the property subject to all conveyances, encumbrances, assignments, contracts, mortgages, liens, and other interests to which the property is subject at the transferor's death. For purposes of this subsection and [cite state recording act], the recording of the transfer on death deed is deemed to have occurred at the transferor's death.</p> <p>(c) If a transferor is a joint owner and is:</p> <p>(1) survived by one</p>	
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	<p>or more other joint owners, the property that is the subject of a transfer on death deed belongs to the surviving joint owner or owners with right of survivorship; or</p> <p>(2) the last surviving joint owner, the transfer on death deed is effective.</p> <p>(d) A transfer on death deed transfers property without covenant or warranty of title even if the deed contains a contrary provision.</p>	
(12) RIGHTS OF CREDITORS.	SECTION 15. LIABILITY FOR CREDITOR CLAIMS AND STATUTORY	Because ownership does not transfer until after the

<p>(a) During the transferor's life, creditors of the transferor have whatever rights with respect to the real property as the creditors would have if the transferor had not executed a transfer on death instrument.</p> <p>(b) During the transferor's lifetime, the interest of a beneficiary is an unvested expectancy interest, and the beneficiary's creditors or spouse have no rights to the real property.</p> <p>(c) Upon the death of the transferor, the beneficiary is personally liable for the expenses of the administration and obligations of the</p>	<p>ALLOWANCES.</p> <p>Alternative A</p> <p>A beneficiary of a transfer on death deed is liable for an allowed claim against the transferor's probate estate and statutory allowances to a surviving spouse and children to the extent provided in [cite state statute or Section 6-102 of the Uniform Probate Code].</p> <p>Alternative B</p> <p>(a) To the extent the transferor's probate estate is insufficient to satisfy an allowed claim against the estate or a statutory allowance to a surviving</p>	<p>transferor's death, the property remains subject to the claims of the transferor's creditors during the transferor's lifetime.</p> <p>Likewise, because the beneficiary has no interest in real property until the transferor's death and the interest of the beneficiary is an unvested expectancy interest, the property is not subject to the beneficiary's creditors or the beneficiary's spouse during the transferor's lifetime.</p> <p>Florida law currently does not provide for the enforcement of claims by the transferor's creditors when a transfer occurs by operation</p>
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<p>transferor's estate to the extent the transferor's probate estate and any trust described in s. 733.707(3) are insufficient to pay them as provided in s. 733.607(2), but only to the extent of the value of the real property received by the beneficiary under the transfer on death instrument, subject to the following:</p> <p>1. For purposes of the constitutional exemption from creditor claims for protected homestead, a transfer on death instrument shall be treated as a devise which may qualify as protected homestead as defined under s. 731.201(33). A determination</p>	<p>spouse or child, the estate may enforce the liability against property transferred at the transferor's death by a transfer on death deed.</p> <p>(b) If more than one property is transferred by one or more transfer on death deeds, the liability under subsection (a) is apportioned among the properties in proportion to their net values at the transferor's death.</p> <p>(c) A proceeding to enforce the liability under this section must be commenced not later than [18 months] after the transferor's death.</p>	<p>of law on the owner's death. Although there is indirect references in case law involving Totten Trust accounts, there is no case law or statutory law subjecting an account or property that transfers upon the owner's death by operation of law with respect to transfer on death bank accounts, real property or financial accounts owned with rights of survivorship, financial accounts or securities with designated beneficiaries, and life insurance policies passing to beneficiaries.</p> <p>Florida law has not adopted other uniform acts that</p>
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<p>of the protected status of the property transferred may be obtained in a proceeding under the Florida Probate Code or ch. 86, Florida Statutes</p> <p>2. In calculating the beneficiary's share of liability, the abatement rules provided in the Florida Probate Code shall be applied, and the property received by the beneficiary pursuant to the transfer on death instrument shall be treated as if it were property specifically devised by the decedent's will.</p> <p>3. The value of the property received by the beneficiary pursuant to the transfer on</p>		<p>subject transfer on death assets to probate and/or the claims of the transferor's creditors. The Real Property, Probate and Trust Law Section of the Florida Bar established a committee to investigate and draft legislation to subject transfer on death property to the claims of the transferor's creditors, but the proposal was not adopted by the Executive Council in 2013 when a thorough, comprehensive proposal was submitted to a vote. A proposal to subject transfer on death instruments to probate on the owner's death might be consistent with the</p>
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<p>death instrument shall be the fair market value of the property at the time of the transferor's death, less the amount of any liens and encumbrances on the property at the time of the transferor's death.</p> <p>4. The personal representative shall certify in writing the amount that must be paid to the estate by serving the beneficiary with a written statement of liability in the manner provided for formal notice as provided under the Florida Probate Rules.</p> <p>5. The beneficiary is personally liable to the estate for the amount</p>		<p>national uniform act and a majority of states that have adopted the uniform act, but it would be a departure from current Florida law.</p> <p>The Florida proposal seeks to balance the interests of the transferor's creditors and the desire to pass title and not make vesting of title at the transferor's death indeterminable. The proposal protects secured creditors who have perfected their interests during the transferor's lifetime by having beneficiaries take title subject to those interests. The proposal protects the unsecured creditors of the transferor's</p>
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<p>specified in the statement of liability. Any amount that the beneficiary has paid toward the expenses of the administration and obligations of the transferor's estate shall be credited against the amount that the beneficiary owes the estate under this section.</p> <p>6. If the beneficiary under a transfer on death instrument is the trustee of the transferor's revocable trust, as described in s. 733.707(3), and the trustee has distributed the property in accordance with the terms of the trust, then the beneficiaries of the trust who received the distribution</p>		<p>estate by making the beneficiaries personally liable to the transferor's estate for the for the expenses of the administration and obligations of the estate to the extent the estate and the transferor's revocable trust are insufficient to pay such items.</p> <p>There are two ways to protect unsecured creditors: impose transferee liability on the beneficiary, and not allow the unsecured creditor to lien the property, or impose the liability to the unsecured creditor on the property.</p> <p>The latter would make title</p>
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<p>shall be treated as the beneficiaries who are subject to liability under this section.</p> <p>7. On or before the expiration of 90 days from the service of the written statement of liability, the beneficiary may file a written objection to the amount of the reimbursement or liability. If an objection is filed, either the personal representative or the beneficiary may petition the court for an order determining the amount of the reimbursement or liability in a proceeding governed by the Florida Probate Code and the Florida</p>		<p>indeterminable and the property subject to creditors until the transferor had been dead for two years. The former allows title to vest not subject to the transferor's creditors so that title can continue to pass from the beneficiary at anytime and also protects the unsecured creditors who file a legitimate claim against the transferor's estate in a probate proceeding.</p> <p>It is clear that an unsecured creditor can only enforce a claim against the transferor's estate in probate.</p> <p>An unsecured creditor may not assert a lien against the</p>
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<p>Probate Rules. If no objection is filed within the time permitted, the written statement of liability shall be binding and enforceable against the beneficiary.</p> <p>8. Nothing in this subsection shall entitle an unsecured creditor of the deceased transferor to claim or assert a lien against the property transferred by a transfer on death instrument. Bona fide purchasers and lenders for value who purchase from, or lend to, a beneficiary under a transfer on death instrument take title free and clear of all unsecured claims against the deceased transferor's estate, whether</p>		<p>property and bona fide purchasers from the beneficiary take title free and clear of unsecured creditors of the transferor. The personal representative must certify in writing to the beneficiary the expected contribution from the beneficiary. The beneficiary's liability is limited to the value of the property the beneficiary received. The beneficiary may object to the liability the personal representative is seeking to impose and petition the court for a determination.</p> <p>Homestead transferred by TODI is protected to the same</p>
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<p>probate proceedings have been initiated or not.</p> <p>9. An unsecured creditor of the deceased transferor may only enforce its claim against the decedent's estate in a proceeding governed by the Florida Probate Code and the Florida Probate Rules.</p> <p>(d) This section shall not be construed to prevent the enforcement of:</p> <p>1. Mortgages, security interests, or liens perfected during the transferor's life and encumbering the specific real property described in the transfer on death instrument.</p> <p>2. Judgement liens against</p>		<p>extent it would be otherwise and can be the subject of a petition to determine homestead status.</p>
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<p>non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.</p>		
<p>(13) FORM OF TRANSFER ON DEATH INSTRUMENT PRESCRIBED. A transfer on death instrument must be in a form substantially similar to the following:</p> <p>TRANSFER ON DEATH INSTRUMENT</p> <p>(Florida Statute Sec. 689.30)</p> <p>THIS INSTRUMENT MUST BE EXECUTED WITH THE FORMALITIES REQUIRED BY S. 689.01, ACKNOWLEDGED AS REQUIRED BY</p>	<p>[SECTION 16. OPTIONAL FORM OF TRANSFER ON DEATH DEED.</p> <p>The following form may be used to create a transfer on death deed. The other sections of this [act] govern the effect of this or any other instrument used to create a transfer on death deed:</p> <p>.....</p>	<p>As with the uniform act, the Florida proposal contains a form for a transfer on death instrument.</p>

<p>S. 695.03, AND RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED PRIOR TO THE DEATH OF THE TRANSFEROR.</p> <p>This transfer on death instrumented, executed this __ day of _____, _____, by _____ ("Transferor"), transfers the following described real property located in _____ County, Florida:</p> <p>[insert property address, property appraiser's parcel identification number, and legal description of the Property or attach Exhibit A if more space is needed]</p>		
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<p>upon the death of the Transferor, without payment of consideration and without warranties, to _____ ("Beneficiary") in accordance with Sec. 689.30, F.S.</p>		
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	<p>[SECTION 17. OPTIONAL FORM OF REVOCATION. The following form may be used to create an instrument of revocation under this [act]. The other sections of this [act] govern the effect of this or any other instrument used to revoke a transfer on death deed.</p>	<p>The proposal for Florida does not provide a form for revocation, but does describe the requirements, which include a document meeting the requirements for a deed to be recorded in the official records.</p>
	<p>SECTION 18. UNIFORMITY OF</p>	

	<p>APPLICATION AND CONSTRUCTION.</p> <p>In applying and construing this uniform act, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among the states that enact it.</p>	
	<p>SECTION 19. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. This [act] modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001, et seq., but does not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section</p>	<p>Florida's overall recognition of the Electronic Signatures Act, and its own statutory provisions would apply to transfer on death instruments.</p>

	7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C. Section 7003(b).	
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## **V. STATUTES REQUIRING REVISION TO ACCOMMODATE NEW S. 689.30**

Several statutes must be revised to accommodate the existence of new S. 689.30. They are enumerated below. The proposed language in bill format of statutes requiring revision begins on line 272 and ends on line 325 of the proposed bill.

### **A. Statutes Requiring Revision**

1. Creation of new 733.607(3)
2. Creation of new 733.707(4)
3. Revision to 732.2035(5)
4. Creation of new 732.2035(10)
5. Renumbering of current 732.2035(10) to (11)
6. Revision to 732.7025(1)

## **VI. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS**

By reducing confusion and ambiguity in the current methods of transfer-on-death of real property, the proposal will reduce the potential of litigation and the need for judicial intervention in the process. By reducing the number of estates that require probate, the proposal would benefit the state of Florida by reducing the workload on the state's judiciary and clerks' offices.

## **VII. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR**

The committee believes that there is no adverse direct economic impact on the private sector. Americans have been seeking and utilizing non-probate transfers for decades. The creation of the transfer on death instrument for real property will reduce the cost of transferring real property in such transactions and provide an affordable, lower-cost planning option for Florida real property owners. The proposal provides a method for Floridians to transfer real property in a simplified manner outside of probate not unlike beneficiary designations utilized to transfer bank accounts, securities, and life insurance proceeds, to name a few other asset classes. Unsecured creditors of the transferor's estate, through the probate process, have a means to make the beneficiary liable for the transferor's obligations. Imposing transferee liability on the beneficiary rather than imposing liability on the property balances the rights of the creditors with the need to have alienable title prior to the two year running of the statute of repose under s. 733.710, Florida Statutes.

By not subjecting the transferred property itself to probate and the claims of the transferor's creditors (and imposing only transferee liability), some may argue that this defeats the claims of legitimate creditors. Those who advance credit to Floridians have options to protect their interests by requiring collateral or other security, and by declining to advance credit to those who are not credit-worthy. Secured creditors who have perfected their interests in the property are protected and the beneficiary takes the property subject to those perfected secured interests.



## **VIII. CONSTITUTIONAL ISSUES**

This proposal is consistent with the provisions of Article I, section 2, and Article X, section 4, of the Florida Constitution.

## **IX. OTHER INTERESTED PARTIES**

The Elder Law Section of the Florida Bar

The Business Law Section of the Florida Bar

The Health Law Section of the Florida Bar

The Family Law Section of the Florida Bar

Rev. 20250317 v2 (Breakers)

**A bill to be entitled**

An Act providing for a transfer on death instrument; providing definitions; providing that a transferor may record a written instrument during transferor's lifetime that will transfer title to the real property to the beneficiary upon transferor's death; providing that the transferor will retain fee simple title with the right to revoke the beneficiary's expectancy interest; addressing creditors' rights; providing construction; prescribing the form of transfer on death instrument; providing an effective date.

Be it Enacted by the Legislature of the State of Florida:

Section 1. Section 689.30, Florida Statutes, is created to read:

689.30 Florida Real Property Transfer on Death Act.

(1) SHORT TITLE. This section may be cited as the "Florida Real Property Transfer on Death Act."

(2) DEFINITIONS. For all purposes of this Act, the singular includes the plural and the plural includes the singular.

As used in this Act, the term:

(a) "Beneficiary" means any individual, trustee, or entity named as the beneficiary in a transfer on death instrument.

(b) "Expectancy interest" is the interest that a beneficiary takes by a transfer on death instrument.

(c) "Real property" means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a cooperative parcel as defined in s. 719.103(14).

(d) "Transfer on death instrument" means a written instrument authorized by this Act.

(e) "Transferor" means a natural person who owns a present interest in real property in an individual capacity and who executes and records a transfer on death instrument.

(3) APPLICABILITY. This Act applies to transfer on death instruments recorded after the effective date of this Act.

(4) NONEXCLUSIVITY. This Act does not affect any other method of transferring real property.

(5) AUTHORITY FOR TRANSFER ON DEATH INSTRUMENT.

(a) A natural person may transfer real property to one or more beneficiaries, to be effective only at the transferor's death, by recording a transfer on death instrument.

(b) A transfer on death instrument must be in a form substantially similar to that set forth in s. 689.30(13).

(6) EXECUTION AND RECORDATION.

(a) A transfer on death instrument must be executed by the transferor with the formalities required by s. 689.01 and acknowledged as required by s. 695.03.

(b) A transfer on death instrument must be recorded in accordance with s. 28.222(2) prior to the death of the transferor or it is of no force and effect.

(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. Lack of notice to, delivery to, acceptance by, or consideration from the beneficiary will not cause a transfer on death instrument recorded during the transferor's life to be ineffective.

(8) LIMITATIONS.

(a) A co-owner of real property may execute a transfer on death instrument only if the co-owner owns the real property as a tenant in common and only as to that owner's ownership interest. A transfer on death instrument by one

61 tenant in common does not affect the interest of any other  
62 co-owner.

63 (b) A community property interest may not be transferred by  
64 a transfer on death instrument.

65 (c) A joint owner of real property owned in joint tenancy  
66 with rights of survivorship or tenancy by the entireties  
67 may not transfer real property by a transfer on death  
68 instrument.

69 (d) A guardian or conservator may not execute a transfer on  
70 death instrument on behalf of a ward unless authorized by court  
71 order.

72 (e) An agent under a power of attorney may not execute or revoke  
73 a transfer on death instrument on behalf of a principal unless  
74 the power of attorney expressly grants the power to create or  
75 change beneficiary designations in accordance with s. 709.2202.

76 (f) The recordation of a transfer on death instrument is not a  
77 current change in ownership for any purpose, including, but not  
78 limited to, transfer taxes under s. 201.02, any due-on-sale  
79 clause, any notice or disclosure requirements, or property  
80 owners or community association approval requirements.

81 (g) A transfer on death instrument is ineffective to transfer  
82 title to real property if, upon the death of the transferor, the  
83 real property described in that instrument was the protected  
84 homestead, as described in s. 731.201(33), of the transferor  
85 unless the transferor was not survived by a spouse or by a minor  
86 child or, if survived by a spouse but not a minor child:

87 1. The instrument transferred the transferor's entire interest  
88 in that real property to the surviving spouse of the transferor;  
89 or

90 2. The surviving spouse previously waived all rights in the  
91 transferor's protected homestead pursuant to s. 732.702, or

other applicable Florida law, or has joined in the instrument and waived his or her rights pursuant to 732.7025.

(9) REVOCATION.

(a) A transfer on death instrument can only be revoked as provided in this section.

(b) A transferor may revoke a transfer on death instrument as to some or all of the real property described in the transfer on death instrument by recording a transfer on death instrument or deed conveying the real property to the transferor, to the transferor and beneficiaries, or to any third party.

(c) If a transfer on death instrument is made by more than one transferor as to real property owned as tenants in common, revocation by a transferor does not affect the transfer on death instrument as to the interests of another transferor.

(d) The designation of the transferor's spouse as a beneficiary in a transfer on death instrument is automatically revoked upon the dissolution of the transferor's marriage to the spouse, unless otherwise specified in the transfer on death instrument. If the transferor and the former spouse remarry, the expectancy interest in favor of the former spouse in a prior transfer on death instrument is not revived.

(e) The provisions of s. 732.802 and s. 732.8031 apply to any beneficiary.

(10) DISCLAIMER. A beneficiary may disclaim all or a part of any interest in the real property described in a transfer on death instrument in accordance with s.739.101, et seq..

(11) EFFECT OF A TRANSFER ON DEATH INSTRUMENT DURING THE TRANSFEROR'S LIFE AND AT DEATH.

(a) Without limitation, during the transferor's life, a transfer on death instrument does not have any effect and does not:

1. Affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property.
2. Create any interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the transfer on death instrument.
3. Affect any interest or right of a creditor, whether secured, unsecured, current or future, even if the creditor has actual or constructive notice of the transfer on death instrument.
4. Affect the transferor's or beneficiary's eligibility for any form of public assistance.
5. Create a legal or equitable interest in the beneficiary.
6. Subject the real property to claims or process of a creditor of a beneficiary.

(b) At the death of the transferor:

1. Title to the transferor's interest in the real property described in a transfer on death instrument vests in the beneficiary or beneficiaries who survive the transferor, by operation of law, subject to subsection 12(c).
2. The interest of a beneficiary in the real property described in a transfer on death instrument is contingent on the beneficiary surviving the transferor.
3. If the primary beneficiary fails to survive the transferor and an alternative beneficiary is named in the transfer on death instrument, the transferor's interest in the real property described in a transfer on death instrument vests in the alternative beneficiary.

4. If beneficiaries are designated by terms indicating a class and any individual in the class fails to survive the transferor, then transferor's interest in the real property vests in the surviving beneficiaries in the class in equal shares.

5. If no beneficiary survives the transferor, the real property shall pass as provided by the Florida Probate Code.

(c) If more than one beneficiary is designated and the type of tenancy is not specified, multiple beneficiaries shall take in accordance with s. 689.15.

(12) RIGHTS OF CREDITORS.

(a) During the transferor's life, creditors of the transferor have whatever rights with respect to the real property as the creditors would have if the transferor had not executed a transfer on death instrument.

(b) During the transferor's lifetime, the interest of a beneficiary is an unvested expectancy interest, and the beneficiary's creditors or spouse have no rights to the real property.

(c) Upon the death of the transferor, the beneficiary is personally liable for the expenses of the administration and obligations of the transferor's estate to the extent the transferor's probate estate and any trust described in s. 733.707(3) are insufficient to pay them as provided in s. 733.607(2), but only to the extent of the value of the real property received by the beneficiary under the transfer on death instrument, subject to the following:

1. For purposes of the constitutional exemption from creditor claims for protected homestead, a transfer on death instrument shall be treated as a devise which may qualify as protected homestead as defined under s.

731.201(33). A determination of the protected status of the property transferred may be obtained in a proceeding under the Florida Probate Code or ch. 86, Florida Statutes.

2. In calculating the beneficiary's share of liability, the abatement rules provided in the Florida Probate Code shall be applied, and the property received by the beneficiary pursuant to the transfer on death instrument shall be treated as if it were property specifically devised by the decedent's will.

3. The value of the property received by the beneficiary pursuant to the transfer on death instrument shall be the fair market value of the property at the time of the transferor's death, less the amount of any liens and encumbrances on the property at the time of the transferor's death.

4. The personal representative shall certify in writing the amount that must be paid to the estate by serving the beneficiary with a written statement of liability in the manner provided for formal notice as provided under the Florida Probate Rules.

5. The beneficiary is personally liable to the estate for the amount specified in the statement of liability. Any amount that the beneficiary has paid toward the expenses of the administration and obligations of the transferor's estate shall be credited against the amount that the beneficiary owes the estate under this section.

6. If the beneficiary under a transfer on death instrument is the trustee of the transferor's revocable trust, as described in s. 733.707(3), and the trustee has distributed the property in accordance with the terms of the trust, then the beneficiaries of the trust who received the



distribution shall be treated as the beneficiaries who are subject to liability under this section.

7. On or before the expiration of 90 days from the service of the written statement of liability, the beneficiary may file a written objection to the amount of the reimbursement or liability. If an objection is filed, either the personal representative or the beneficiary may petition the court for an order determining the amount of the reimbursement or liability in a proceeding governed by the Florida Probate Code and the Florida Probate Rules. If no objection is filed within the time permitted, the written statement of liability shall be binding and enforceable against the beneficiary.

8. Nothing in this subsection shall entitle an unsecured creditor of the deceased transferor to claim or assert a lien against the property transferred by a transfer on death instrument. Bona fide purchasers and lenders for value who purchase from, or lend to, a beneficiary under a transfer on death instrument take title free and clear of all unsecured claims against the deceased transferor's estate, whether probate proceedings have been initiated or not.

9. An unsecured creditor of the deceased transferor may only enforce its claim against the decedent's estate in a proceeding governed by the Florida Probate Code and the Florida Probate Rules.

(d) This section shall not be construed to prevent the enforcement of:

1. Mortgages, security interests, or liens perfected during the transferor's life and encumbering the specific real property described in the transfer on death instrument.

2. Judgment liens against non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.

(13) FORM OF TRANSFER ON DEATH INSTRUMENT PRESCRIBED. A transfer on death instrument must be in a form substantially similar to the following:

**TRANSFER ON DEATH INSTRUMENT**

(Florida Statute Sec. 689.30)

**THIS INSTRUMENT MUST BE EXECUTED WITH THE FORMALITIES REQUIRED BY S. 689.01, ACKNOWLEDGED AS REQUIRED BY S. 695.03, AND RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED PRIOR TO THE DEATH OF THE TRANSFEROR.**

This transfer on death instrument, executed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Transferor"), transfers the following described real property located in \_\_\_\_\_ County, Florida:

[insert property address, property appraiser's parcel identification number, and legal description of the Property or attach Exhibit A if more space is needed] upon the death of the Transferor, without payment of consideration and without warranties, to \_\_\_\_\_ ("Beneficiary") in accordance with Sec. 689.30, F.S.

733.607 Possession of estate.

(3) If, after application of subsection 2, the assets of the decedent's estate and any trusts described in 733.707(3) are insufficient to pay the expenses of the administration and obligations of the decedent's estate, the personal representative is entitled to payment from any beneficiary of real property under a transfer on death instrument in the amount the personal representative certifies in writing in a written statement of liability to

be required to satisfy the insufficiency, as provided s.  
689.30(12)(c). The provisions of s. 733.805 shall apply in  
determining the amount of any payment required by this  
section.

733.707 Order of payment of expenses and obligations.

(4) The beneficiary of real property transferred at the  
decedent's death by a transfer on death instrument is  
liable for the expenses of the administration and  
obligations of the decedent's estate to the extent the  
decedent's estate and any trust described in subsection (3)  
are insufficient to pay them as provided in ss. 733.607(3)  
and s. 689.30(12)(c).

732.2035 Property entering into elective estate.

Except as provided in s. 732.2045, the elective estate  
consists of the sum of the values as determined under s.  
732.2055 of the following property interests:

(5) That portion of property, other than property described  
in subsections (2), ~~and~~ (3) and (10), transferred by the  
decedent to the extent that at the time of the decedent's  
death the transfer was revocable by the decedent alone or  
in conjunction with any other person. This subsection does  
not apply to a transfer that is revocable by the decedent  
only with the consent of all persons having a beneficial  
interest in the property.

(10) Interests transferred pursuant to a revocable transfer of  
an interest in real property, including a transfer described in  
the Florida Real Property Transfer on Death Act.

~~(4011)~~ Property transferred in satisfaction of the elective  
share.

732.7025 Waiver of homestead rights through deed or  
transfer on death instrument.

(1) A spouse waives his or her rights as a surviving spouse with respect to the devise restrictions under s. 4(c), Art. X of the State Constitution if the following or substantially similar language is included in a deed or a transfer on death instrument described in the Florida Real Property Transfer on Death Act:

"By executing or joining this [deed / transfer on death instrument], I intend to waive homestead rights that would otherwise prevent my spouse from devising the homestead property described in this [deed / transfer on death instrument] to someone other than me."

Section 2. This act shall take effect January 1, 2027.

Rev. 20250317 Orlando 2025

# LIAISON REPORT

## Florida Bar Standing Committee on Pro Bono Legal Services

Highlights of June 25, 2025, Pro Bono Committee Meeting at Annual Convention Report.

### **Judicial Advisory Council:**

Judge Isicoff reported on behalf of Judge Brown. The Judicial Advisory Council met via zoom on May 6, 2025, and the following topics were discussed:

- (1) Domestic Violence – these types of cases continue to be a focus for the Council. Several judges spoke to Jeffrey Gabel (Litigation and Advocacy Director at Bay Area Legal Services, Inc.) about creating a network of attorneys from across the state that are trained and willing to represent victims on appeals. The Council also discussed the possibility of hosting a summit to start the statewide program with representation from the Judicial Advisory Council, Appellate Law Section, Family Law Section, and the Pro Bono Standing Committee. Judge Nardella will reach out to Judge Brown on the bankruptcy template he is creating to see if elements can be used as a model for appellate efforts in pro bono work.
- (2) Natural Disaster Preparedness – While there is not a backlog of cases there are ongoing needs and encouraged members to do more by directly reaching out.

### **Discussion Item: Emeritus Lawyers Pro Bono Participation Program**

Judge McEwen first presented the current lists of emeritus attorneys and lists of eligible emeritus individuals per category. Then Judge McEwen discussed introducing an awareness campaign for emeritus participation and creating a task force to help with this effort. The following members volunteered to be part of the task force: Judge McEwen, Jayme Cassidy, Samantha Howell, Christopher Brochu, and Donny MacKenzie as a resource.

### **Other Activities and Updates**

#### **1) Report of Florida Free Legal Answers**

Diana Kellogg reported the following statistics: In fiscal year 2024-2025 (to date), there is a 21% response rate with 5,844 questions asked and of those questions, 1,251 answered.

#### **2) Next Meeting**

The next meeting will be in person on October 29, 2025, at JW Marriott Orlando Bonnet Creek.



# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

(850) 561-5600  
[www.FLORIDABAR.org](http://www.FLORIDABAR.org)

## **REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM**

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
  - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
  - If comments have been received from another interested group, the comments must be included.
  - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
  - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
  - The proposal will then need to be presented at the Division Round Table.
  - Then, published as an Information Item to the Executive Council.
  - Then, published as an Action Item to the Executive Council.

## General Information

**Submitted by:** *(name of Section Committee)* The Trust Law Committee of the Real Property, Probate and Trust Law Section of the Florida Bar.

**Contact:** *(Name of Committee Chair(s), address and phone number)*

M. Travis Hayes, Gunster, Yoakley & Stewart, P.A., 5551 Ridgewood Drive, Suite 501, Naples, Florida

Telephone: (239) 514-1000

*(Name of Sub-committee Chair, if any, address and phone number, if any)* \_\_\_\_\_

Jeffrey S. Goethe, Barnes Walker, Goethe, Perron, Shea, & Robinson, PLLC, 3119

Manatee Avenue West, Bradenton, FL 34205, (941) 827-2210 (direct line) and (941) 741-8224 (main office line).

## Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

### 1. Proposed Wording of Legislative Position for Official Publication

Support legislation to extend protections for children born after a parent makes a will as currently available under the Probate Code to protections for a child born after the parent creates or updates a revocable trust.

### 2. Political Proposal

N/A

### 3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?  
(select one)       X   Yes            No

- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
- It is beyond the scope of the Section/Bar's permissible legislative or political activity, **or** within the Section/Bar's permissible scope of legislative or political activity **and** consistent with an official Section/Bar position on that issue; **and**
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

- b. Additional Information: \_\_\_\_\_

## Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

The proposal has been shared with the Probate Law and Procedure Committee during meetings in July 2023, November 2023, February 2024, May 2024, July 2024, February 6, 2025, and prior meetings of the Real Property, Probate and Trust Law Section. Once approved, the committee will provide copies of the position materials to the legislative liaisons with the Elder Law Section, the Business Law Section, and the Family Law Section.

## Contacts

### **Legislation Committee Appearance** *(list name, address and phone #)*

S. Dresden Brunner, Legislation Committee Co-Chair, Harrison LLP, 8625 Tamiami Trail North, Suite 202, Naples, Florida 34108, Telephone: (239) 316-1400

Lee Weintraub, Legislation Committee Co-Chair, Becker & Poliakoff, 1 East Broward Blvd., Suite 1800, Ft. Lauderdale, FL 3301-1876, Telephone: (954) 985-4147

### **Appearances before Legislators** *(list name and phone # of those having direct contact before House/Senate committees)*

Martha J. Edenfield, Martha J. Edenfield, P.A., 1700 North Monroe Street, Suite 11-174, Tallahassee, FL 32303-0501, Telephone 850-556-8611; and H. French Brown, Jones Walker, LLP, 106 East College Ave., Suite 1200, Tallahassee, FL 32301-7741, Telephone 850-214-5075

### **Meetings with Legislators/staff** *(list name and phone # of those having direct contact with legislators)*



1 A bill to be entitled

2 An act relating to estates; providing a short title; amending s. 732.302;  
3 providing for the extension of a pretermitted child's rights to assets  
4 transferred at death by the parent's will and trust; amending s. 736.0201;  
5 providing that a child's pretermitted share of assets subject to the  
6 deceased parent's revocable trust may be determined in a probate  
7 proceeding; .....

8  
9 Be It Enacted by the Legislature of the State of Florida:

10 Section \_\_\_\_\_. Section 732.302, Florida Statutes, is hereby amended to  
11 read:

12 732.302 Pretermitted children.—

13 (1) ~~When a testator omits to provide by will for any of his or her~~  
14 ~~children born or adopted after making the will and the child has not~~  
15 ~~received a part of the testator's property equivalent to a child's part by way~~  
16 ~~of advancement, decedent does not devise any portion of his or her~~  
17 ~~pretermitted estate to a child of the decedent born or adopted after the~~  
18 ~~decedent executed a testamentary instrument~~, the child shall receive a  
19 share of the decedent's pretermitted estate equal in value to that which  
20 the child would have received if the decedent had died intestate as to the  
21 decedent's entire pretermitted estate, unless:

22 (1) ~~It appears from the will that the omission was intentional; or~~

23 (2) ~~The testator had one or more children when the will was~~  
24 ~~executed and devised substantially all of the estate to the other parent of~~  
25 ~~the pretermitted child and that other parent survived the testator and is~~  
26 ~~entitled to take under the will.~~

27 (a) The child has received a part of the decedent's  
28 property equivalent to a pretermitted share by way of advancement;

29                   **(b) It appears from the decedent's testamentary**  
30 **instrument that the omission was intentional; or**

31                   **(c) The decedent had one or more children when the**  
32 **testamentary instrument was executed and devised substantially all the**  
33 **pretermitted estate to the other parent of the pretermitted child and that**  
34 **other parent survived the decedent and is entitled to take under the**  
35 **testamentary instrument.**

36                   **(2) For purposes of this section, the pretermitted estate includes**  
37 **the assets subject to the testamentary instrument, including assets**  
38 **distributable to the trust as a result of the decedent's death.**

39                   **(3) As used in this section, the term "testamentary instrument"**  
40 **means any will, trust instrument, read together as if all beneficiaries were**  
41 **taking under a common governing instrument. The date the decedent**  
42 **executed the last testamentary instrument shall be the date used for**  
43 **determining the child's pretermitted status.**

44                   **(4) As used in this section, the term "will" includes a codicil, as**  
45 **defined in s. 731.201(40).**

46                   **(5)(4) As used in this section, the term "trust instrument" is limited**  
47 **to a trust instrument, including amendments, as defined in s. 736.0103(26)**  
48 **and described in s. 733.707(3).**

49                   **(6)(5) The share of the pretermitted estate that is credited to the**  
50 **pretermitted child shall be determined in accordance with the abatement**  
51 **rules in s. 733.805.**

52                   **(7)(6) In determining the satisfaction of the pretermitted share and**  
53 **contribution required under s. 733.607(2), subsection (2) of this section**  
54 **and s. 736.05053(2) shall be applied as if the beneficiaries under the**  
55 **testamentary instrument, other than the estate or revocable trust itself,**  
56 **were taking under a common instrument.**

57           ~~(8)~~(7) If two or more years have passed from the death of the  
58 decedent, unless a petition to determine pretermitted share was filed in  
59 the probate proceeding within two years of the decedent's death, the  
60 decedent's estate, the assets devised by the trust instrument, the personal  
61 representative or trustee of the trust, beneficiaries of the decedent's  
62 probate estate or trust shall not be liable for any claim or cause of action  
63 brought under this section.  
64

65           Section \_\_\_\_\_. Section 736.0201, Florida Statutes, is hereby amended  
66 to read:

67       736.0201   Role of court in trust proceedings.—

68           (1) Except as provided in subsections (5), (6), ~~and (7)~~, and (8)  
69 and s. 736.0206, judicial proceedings concerning trusts shall be  
70 commenced by filing a complaint and shall be governed by the Florida  
71 Rules of Civil Procedure.

72           (2) The court may intervene in the administration of a trust to the  
73 extent the court's jurisdiction is invoked by an interested person or as  
74 provided by law.

75           (3) A trust is not subject to continuing judicial supervision unless  
76 ordered by the court.

77           (4) A judicial proceeding involving a trust may relate to the  
78 validity, administration, or distribution of a trust, including proceedings to:

- 79                   (a) Determine the validity of all or part of a trust;  
80                   (b) Appoint or remove a trustee;  
81                   (c) Review trustees' fees;  
82                   (d) Review and settle interim or final accounts;  
83                   (e) Ascertain beneficiaries; determine any question arising  
84 in the administration or distribution of any trust, including questions of

85 construction of trust instruments; instruct trustees; and determine the  
86 existence or nonexistence of any immunity, power, privilege, duty, or right;

87 (f) Obtain a declaration of rights; or

88 (g) Determine any other matters involving trustees and  
89 beneficiaries.

90 (5) A proceeding for the construction of a testamentary trust may  
91 be filed in the probate proceeding for the testator's estate. The proceeding  
92 shall be governed by the Florida Probate Rules.

93 (6) Rule 1.525, Florida Rules of Civil Procedure, shall apply to  
94 judicial proceedings concerning trusts, except that the following do not  
95 constitute taxation of costs or attorney fees even if the payment is for  
96 services rendered or costs incurred in a judicial proceeding:

97 (a) A trustee's payment of compensation or reimbursement  
98 of costs to persons employed by the trustee from assets of the trust.

99 (b) A determination by the court directing from what part of  
100 the trust fees or costs shall be paid, unless the determination is made  
101 under s. 736.1004 in an action for breach of fiduciary duty or challenging  
102 the exercise of, or failure to exercise, a trustee's powers.

103 (7) A proceeding to determine the homestead status of real  
104 property owned subject to a trust instrument may be filed in the probate  
105 proceeding for the settlor's estate if the settlor was treated as the owner of  
106 the interest held subject to the trust under s. 732.4015. The proceeding  
107 shall be governed by the Florida Probate Rules.

108 (8) A proceeding to determine a child's pretermitted share,  
109 including a determination that

110 \_\_\_\_\_ (a) the assets subject to the decedent's trust instrument  
111 are included in the calculation of the pretermitted share, and

112 \_\_\_\_\_ (b) the trust assets are necessary to satisfy the  
113 pretermitted share, shall be filed in the probate proceeding. The

114 proceeding shall be governed by the Florida Probate Rules. As used in  
115 this section, the term “trust” is limited to a trust instrument described in s.  
116 733.707(3), including any amendment to the trust instrument.

117  
118 Section \_\_\_\_ . The amendment made by this act to s. 732.302(1), (2), (3), (4), and  
119 (5), Florida Statutes, and s. 736.0201(1) and (8), Florida Statutes, shall apply to  
120 the estates of decedents and trust instruments described in s. 733.707(3) created  
121 by decedents who die on or after July 1, 20 \_\_\_\_ .

## WHITE PAPER

### AMENDMENTS TO S. 732.202 AND S. 736.0201, FLA. STAT. CONCERNING PRETERMITTED CHILDREN

#### I. SUMMARY

This legislation concerns the rights of pretermitted children under the Florida Probate Code and extends those rights to the assets passing under a deceased parent's revocable trust. A pretermitted child is a child who is born after the parent makes a last will and testament. The bill does not have a fiscal impact on state funds, but may indirectly benefit the state by protecting a minor child born after a parent makes a will or trust and ensuring that such children have inheritance rights.

#### II. SECTION BY SECTION ANALYSIS

##### A. Section 732.302

##### 1. Current Situation

Section 732.302, Fla. Stat., currently provides a share of a deceased parent's estate for a child who was born or adopted after the parent made a will. The birth or adoption of a child after the parent executes a will does not revoke the prior will.<sup>1</sup> The protection is limited to assets passing under the decedent's will. It does not include assets passing under the parent's revocable trust.

##### 2. Effect of Proposed Changes

The proposed amendment to § 732.302 would add the assets subject to the decedent's revocable trust to the calculation of a child's pretermitted share. It would also resolve the inconsistency that occurs when a decedent dies intestate, because he or she did not have a will, but had a revocable trust that included a gift for the child.

##### a. Description of the Person Executing a Testamentary Instrument.

A testator is a person who makes a will. The terms "grantor," "settlor," and "trustor" describe a person who creates a trust.<sup>2</sup> Since trusts are included in the proposed legislation the term "decedent" is used because the pretermitted child's rights are considered after the parent's death.

**b. Testamentary Instruments.** A last will and testament is not the only testamentary instrument that should be considered in determining the pretermitted status of a child born or adopted after the execution of an instrument taking effect at the parent's death. The text of the proposed legislation would address wills and trusts: "When a decedent does not devise any portion of his or her pretermitted estate...[under] a testamentary instrument that controls the disposition of the decedent's pretermitted estate at death...."

<sup>1</sup> §732.507(1), Fla. Stat.

<sup>2</sup> § 731.201(19), Fla. Stat.

**c. Timing Issues.** The current law is addresses situations where the deceased parent failed to update his or her will after the birth or adoption of a child and, therefore, did not include the child in the will.

- The phrase “testamentary instrument that controls the disposition of the decedent’s pretermitted estate at death” recognizes that the decedent’s will and trust instrument, including codicils and amendments, should be read together as a whole to determine whether the decedent provided for a child born after the execution of the last testamentary instrument.
- If prior wills, codicils, trusts, or amendments provided for the child, but an amendment removed the devise to the child, then the child would not be considered a pretermitted child. The decedent considered the child at one point during the planning process, but then decided to exclude the child.<sup>3</sup>

**d. “Provide for” and “Devise.”** The term “devise” includes a gift under a will or trust.<sup>4</sup> The current statute uses the phrase “provide by will.” Whether the child received a devise is a more appropriate test for determining pretermitted status when the decedent’s revocable trust is included.

**e. Pretermitted Estate.** The term “pretermitted estate” is used to recognize that both the decedent’s probate estate (assets subject to the decedent’s will and assets passing by intestacy) and the decedent’s trust estate (assets subject to the decedent’s revocable trust instrument) should be considered in determining the child’s pretermitted share.

**f. Advancements.** The current text of §732.302 addresses advancements as applied to wills in subsection (1). Since advancements can be applied to satisfy a pretermitted share, the proposed legislation would move the text concerning advancements to subsection (1)(a). The Florida Probate Code defines advancements in §733.806

## **B. Section 736.0201**

### **1. Current Situation**

Proceedings involving the administration of a decedent’s estate, whether testate or intestate, are generally governed by the Florida Probate Rules.<sup>5</sup> In some instances, such as elective share

<sup>3</sup> The best practice is to identify the children of a person making a will or trust and to specific if there is an intention to exclude a child. This satisfies the exception in §732.302(1), Fla. Stat.

<sup>4</sup> § 731.201(11), Fla. Stat.

<sup>5</sup> §§ 731.011, 731.104, 731.110, 731.201 (subsections (18) and (22)), 731.301, 732.107, 732.2151, 732.805, 733.212(3), 733.6171, and 733.705, Fla. Stat..

proceedings,<sup>6</sup> determination of homestead rights,<sup>7</sup> estate tax apportionment,<sup>8</sup> and the payment of creditor claims,<sup>9</sup> assets outside the probate estate, including assets passing subject to the decedent's revocable trust instrument, are considered in the determination of the rights of heirs, family members, and creditors. These proceedings are all subject to the Florida Probate Rules.

Trust proceedings, on the other hand, are subject to the Rules of Civil Procedure.<sup>10</sup> Section 736.0201 provides a few limited exceptions. Because the current provisions for a child's pretermitted share are located only in the Florida Probate Code, it is practical to determine a child's pretermitted share within a probate proceeding, subject to the Florida Probate Rules, even when assets subject to the decedent's trust instrument may be involved. In proceedings to determine a surviving spouse's elective share rights, creditor claims, administration expenses, and the rights of beneficiaries under the decedent's will and revocable trust affect the amount and satisfaction of the elective share. If the child's pretermitted share will now include assets held subject to the decedent's revocable trust, then the Trust Code should be amended to allow those proceedings to be incorporated into the probate administration, subject to the Florida Probate Rules, instead of requiring a separate action under the Florida Trust Code and the Rules of Civil Procedure.

## **2. Effect of Proposed Changes**

The proposed amendment to § 736.0201(8), Fla. Stat. would require that proceedings to determine a child's pretermitted share be handled in conjunction with the administration of the decedent's probate estate.

## **III. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS**

This proposal will not have a fiscal impact on state or local governments. The proposal could indirectly have a positive impact on state and local government by ensuring that a child is not accidentally disinherited under a will or trust made before the child's birth or adoption, which could reduce instances where a minor child or the minor child's surviving parent or caretaker is dependent upon state resources for support.

## **IV. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR**

This proposal will not have an economic impact on members of the private sector.

## **V. CONSTITUTIONAL ISSUES**

This proposal does not have any impact on constitutional issues. Article I, section 2, of the Florida Constitution has been interpreted to recognize the right of Floridians to determine the distribution of their property upon death, but the states interest in protecting families permits

<sup>6</sup> § 732.2035, Fla. Stat.

<sup>7</sup> § 736.0201(7), Fla. Stat.

<sup>8</sup> § 733.817(3)(e), Fla. Stat.

<sup>9</sup> § 733.707(3), Fla. Stat.; 736.05053(1), Fla. Stat.

<sup>10</sup> § 736.0201(1), Fla. Stat.



reasonable limits of the right of testamentary freedom.<sup>11</sup>

**V. OTHER INTERESTED PARTIES**

The Elder Law Section of the Florida Bar

The Business Law Section of the Florida Bar

The Family Law Section of the Florida Bar

<sup>11</sup> *Shriners Hosp. for Crippled Children v. Zrillic*, 563 So. 2d 64 (Fla. 1990); *Via v. Putnam*, 656 So. 2d 460 (Fla. 1995); *Magee v. Magee* 988 So. 2d 1 (Fla. 2007).