

RESOLUTION NO. 110050

A RESOLUTION OF THE CITY COMMISSION OF GAINESVILLE, FLORIDA, REPEALING RESOLUTIONS R-93-39, R-94-80, 970584 AND 971036; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMINATION OF AGREEMENT BETWEEN THE CITY AND THE FRIENDS OF RING PARK, INC., DATED 24 MARCH, 1998; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, an Agreement between the City of Gainesville ("City") and Friends of Ring Park, Inc. ("Friends") was entered into on the 24th day of March, 1998 ("Agreement"); and

WHEREAS, Article VI of the Agreement provides that the Agreement may be terminated by mutual agreement of the parties; and

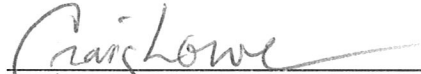
WHEREAS, the City and Friends desire to terminate the Agreement as provided in this Termination of Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:

1. The City Manager is authorized to execute the Termination of Agreement between the City and the Friends of Ring Park, Inc., which is approved and attached hereto as "Attachment 1."
2. All resolutions, or parts of resolutions, in conflict herewith, are, to the extent of such conflict, hereby repealed.
3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7 day of July, 2011.

GAINESVILLE CITY COMMISSION



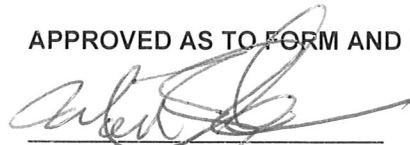
Craig Lowe
Mayor

ATTEST:



Kurt Lannen
Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:



Marion Radson
City Attorney

JUL -7 2011

TERMINATION OF AGREEMENT

This Termination of Agreement is made and entered into on the ____ day of _____, 2011, by and between the CITY OF GAINESVILLE, a municipal corporation of the State of Florida ("City"), and FRIENDS OF RING PARK, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida ("Friends").

WHEREAS, an Agreement between the City of Gainesville and Friends of Ring Park, Inc. was entered into on the 24th day of March, 1998 ("Agreement"); and

WHEREAS, Article VI of the Agreement provides that the Agreement may be terminated by mutual agreement of the parties; and

WHEREAS, the City and Friends desire to terminate the Agreement as provided in this Termination of Agreement;

NOW, THEREFORE, it is agreed as follows:

1. TERMINATION OF AGREEMENT. The Agreement is hereby terminated effective immediately.
2. TRANSFER OF FUNDS. The entire unexpended and non-obligated investment funds, and the corpus of the fund shall be transferred to the City, to be used for (1) the acquisition of additional land contiguous to Alfred A. Ring Park in order to enlarge Alfred A. Ring Park, (2) general park maintenance at the Alfred A. Ring Park, and/or (3) general park improvements at the Alfred A. Ring Park.
3. RELEASES. The living children of Alfred A. Ring, deceased, are Georgia Rolfe and Katharine Shepherd, each of whom release all of their right, title and interest to the Fund and who have executed releases, attached hereto as Exhibit "A."
4. The covenants and agreements contained herein shall inure to the benefit of and be binding upon the parties and their respective executors, administrators and assigns.
5. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof. It may be changed only by an agreement in writing signed by the parties.
6. This Agreement supersedes the Agreement between the parties and shall govern and control the distribution of the Fund and all assets of the Fund.

EXECUTED in Gainesville, Alachua County, Florida, on the date first written above.

Signed in the presence of:

CITY OF GAINESVILLE

Print Name _____

Russ Blackburn, City Manager

Print Name _____

ATTEST:

FRIENDS OF RING PARK, INC.

Name: _____
Secretary

Name: _____
Title _____

(SEAL)

DISCLAIMER OF INTEREST



I, Katharine Shepherd, declare that I am the child of Alfred A. Ring (“my father”), now deceased. During his lifetime, my father donated certain real property located in Alachua County, Florida (“Ring Park”), to the City of Gainesville, Florida (“the City”).

The City established a trust fund (“Ring Park Wildflower Garden Fund”) for the care and maintenance of a certain portion of Ring Park (“Emily S. Ring Garden”), to which my father and the City have contributed funds periodically. The Friends of Ring Park, Inc. (“Friends”), a Florida not-for-profit corporation, was organized on May 5, 1997, for the care and maintenance of Emily S. Ring Garden. The City transferred the Ring Park Wildflower Garden Fund to Friends on March 23, 1998. Currently, the Ring Park Wildflower Garden Fund is managed in Account # 733-01348 at Merrill Lynch (“the Account”), which is now owned by Friends.

On March 24, 1998, the City and Friends entered into an agreement which provided, in pertinent part, as follows: “It is the intention of the City that the Ring Park Wildflower Garden Fund remains in perpetuity. Notwithstanding any provision to the contrary, in the event Friends is unwilling or unable to provide either care to the Garden as provided in this Agreement.....or fails at all times material to maintain its status as a not-for-profit corporation or 501(c)(3) designation as governed by the laws of the State of Florida and the Internal Revenue Code... and in any event the City shall adopt a resolution terminating the Agreement with Friends. In the event this Agreement is terminated, the Fund will be distributed as follows: 1) one-half of the balance of the Fund shall be paid to Alfred A. Ring if he is living, or if not, in equal shares to his then living children, and 2) the remainder of the Fund shall be transferred to the City to be used for any lawful purposes.”

I recognize and understand that the above-cited provision violates the terms of the Articles of Incorporation of Friends Ring Park, Inc., dated May 5, 1997. I wish to disclaim any property interests in the above-referenced Account, regardless of whether or not such interests are enforceable.

With full understanding of any property interests in this above-referenced account, I do hereby disclaim, renounce and refuse to accept all that would otherwise pass to me by contract.

I understand and acknowledge that the interests disclaimed by me will pass pursuant to the Articles of Incorporation of the Friends of Ring Park, Inc. to the City of Gainesville for use by it in the same manner and for the same purposes for which the Friends of Ring Park, Inc. was established.

I acknowledge, represent and certify that that I am not now insolvent and was not insolvent upon the date of the Modified Agreement. I have not made any voluntary assignment or transfer of, contract to assign or transfer, or encumbrance of, given a written waiver of the right to disclaim the succession to and interest in, nor made any sales or other disposition of any interest in, the property interests being disclaimed pursuant to judicial process or otherwise.

I further acknowledge, represent and certify that I have not accepted any interest in or benefit from the property interest hereby disclaimed and renounced, and that I have not received, and will not receive, any consideration in money or money's worth for making this disclaimer.

I further represent that this Disclaimer of Interest is intended to be a qualified disclaimer within the meaning of section 2518(b) of the Internal Revenue Code and applicable state laws. I further represent that I shall hold Merrill Lynch harmless for any tax consequences that I may suffer as a result of this Disclaimer of Interest.

This disclaimer shall be effective and irrevocable when it is executed and delivered to Merrill Lynch.

IN WITNESS WHEREOF, I have executed this Disclaimer and Renunciation on the 2 day of ~~September~~ ^{October}, 2010.

Edward C. Shepherd
Witness

Katharine Shepherd
Katharine Shepherd

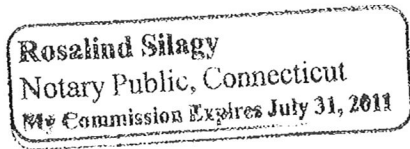
Dimitri Dimes
Witness

Dimitri Dimes

State of Connecticut
County of New London

Acknowledged and subscribed before me by Katharine Shepherd, who is personally known to me, and sworn to and subscribed before me by the witnesses, Dimitri Dimes and EDWARD SHEPHERD, both of whom are personally known to me, and subscribed by me in the presence of Katharine Shepherd and the witnesses, all on ~~September~~ ^{October} 2, 2010.

Rosalind P. Logg
Notary Public, State of Connecticut
(Print or Stamp Name, Commission Number and Expiration below)



DISCLAIMER OF INTEREST

I, Georgia Rolfe, declare that I am the child of Alfred A. Ring ("my father"), now deceased. During his lifetime, my father donated certain real property located in Alachua County, Florida ("Ring Park"), to the City of Gainesville, Florida ("the City").

The City established a trust fund ("Ring Park Wildflower Garden Fund") for the care and maintenance of a certain portion of Ring Park ("Emily S. Ring Garden"), to which my father and the City have contributed funds periodically. The Friends of Ring Park, Inc. ("Friends"), a Florida not-for-profit corporation, was organized on May 5, 1997, for the care and maintenance of Emily S. Ring Garden. The City transferred the Ring Park Wildflower Garden Fund to Friends on March 23, 1998. Currently, the Ring Park Wildflower Garden Fund is managed in Account # 733-04328 at Merrill Lynch ("the Account"), which is now owned by Friends.

On March 24, 1998, the City and Friends entered into an agreement which provided, in pertinent part, as follows: "It is the intention of the City that the Ring Park Wildflower Garden Fund remains in perpetuity. Notwithstanding any provision to the contrary, in the event Friends is unwilling or unable to provide either care to the Garden as provided in this Agreement....or fails at all times material to maintain its status as a not-for-profit corporation or 501(c)(3) designation as governed by the laws of the State of Florida and the Internal Revenue Code... and in any event the City shall adopt a resolution terminating the Agreement with Friends. In the event this Agreement is terminated, the Fund will be distributed as follows: 1) one-half of the balance of the Fund shall be paid to Alfred A. Ring if he is living, or if not, in equal shares to his then living children, and 2) the remainder of the Fund shall be transferred to the City to be used for any lawful purposes."

I recognize and understand that the above-cited provision violates the terms of the Articles of Incorporation of Friends Ring Park, Inc., dated May 5, 1997. I wish to disclaim any property interests in the above-referenced Account, regardless of whether or not such interests are enforceable.

With full understanding of any property interests in this above-referenced account, I do hereby disclaim, renounce and refuse to accept all that would otherwise pass to me by contract.

I understand and acknowledge that the interests disclaimed by me will pass pursuant to the Articles of Incorporation of the Friends of Ring Park, Inc. to the City of Gainesville for use by it in the same manner and for the same purposes for which the Friends of Ring Park, Inc. was established.

I acknowledge, represent and certify that that I am not now insolvent and was not insolvent upon the date of the Modified Agreement. I have not made any voluntary assignment or transfer of, contract to assign or transfer, or encumbrance of, given a written waiver of the right to disclaim the succession to and interest in, nor made any sales or other disposition of any interest in, the property interests being disclaimed pursuant to judicial process or otherwise.

I further acknowledge, represent and certify that I have not accepted any interest in or benefit from the property interest hereby disclaimed and renounced, and that I have not received, and will not receive, any consideration in money or money's worth for making this disclaimer.

I further represent that this Disclaimer of Interest is intended to be a qualified disclaimer within the meaning of section 2518(b) of the Internal Revenue Code and applicable state laws. I further represent that I shall hold Merrill Lynch harmless for any tax consequences that I may suffer as a result of this Disclaimer of Interest.

This disclaimer shall be effective and irrevocable when it is executed and delivered to Merrill Lynch.

IN WITNESS WHEREOF, I have executed this Disclaimer and Renunciation on the 23 day of September, 2010.

M. Helble
Witness Marissa E. Helble

Georgia Rolfe
Georgia Rolfe

Brittany A. Burns
Witness Brittany A. Burns

State of Florida
County of Alachua

Acknowledged and subscribed before me by Georgia Rolfe, who is personally known to me, and sworn to and subscribed before me by the witnesses, Marissa Helble and Brittany Burns, both of whom are personally known to me, and subscribed by me in the presence of Georgia Rolfe and the witnesses, all on September 23, 2010.

Langley Snyder
Notary Public, State of Florida
(Print or Stamp Name, Commission and Expiration below) Number

