

RESOLUTION NO. 2000-39

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE ASSIGNMENT OF ALL OF THE COUNTY'S RIGHTS AND OBLIGATIONS UNDER ITS PURCHASE AND SALE AGREEMENT WITH THE UNITED STATES POSTAL SERVICE FOR THE PURCHASE OF THE PROPERTY KNOWN AS THE PONTE VEDRA POST OFFICE TO THE CENTER AT PONTE VEDRA BEACH, INC., A NOT FOR PROFIT (501(c)) FLORIDA CORPORATION; MAKING FINDINGS; REQUIRING THAT THE CENTER PAY THE COUNTY \$17,750 FOR THE ASSIGNMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

Section 1. The Board of County Commissioners of St. Johns County, Florida (the "Board"), hereby finds, determines and declares the following:

- The Center at Ponte Vedra Beach, Inc., (the "Center") is a Florida not for profit corporation; is a qualified 501(c) corporation for federal income tax purposes; and has applied to the County to have the County assign to the Center the County's rights and obligations under the County's Purchase and Sale Agreement with the United States Postal Service for the purchase of the property known as The Ponte Vedra Post Office. A copy of that Purchase and Sale Agreement is part of Exhibit A attached hereto.
- The United States Postal Service has consented to the assignment as evidenced by the copy of the consent that is part of Exhibit A attached hereto.
- The Center has, for many months, requested the County to assist the Center in obtaining possession of the Ponte Vedra Post Office for use by the Center as a community center.
- The County expended \$10,000 as a purchase money deposit on the Purchase and Sale Agreement and an additional \$7750 on appraisal costs. The Center has agreed to reimburse the \$17,750 to the County as consideration for the County assigning the Purchase and Sale Agreement to the Center.
- The use of the Ponte Vedra Post Office property as a community center serves and promotes the public and community interest and welfare.
- The Board is satisfied that the Ponte Vedra Post Office property is required for use by the Center as a community center and is not needed for County purposes.

Section 2. The Assignment of Purchase and Sale Agreement (the "Assignment"), a copy of which is attached hereto as Exhibit A, is hereby approved and the County Administrator, upon receipt of \$17,750 from the Center and upon the prior execution of the Assignment by the Center is authorized and directed to execute the Assignment and to provide copies of the executed Assignment to the Center and to the United States Postal Service.

Section 3. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 4<sup>th</sup> day of April, 2000.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeStefano  
Deputy Clerk

**ASSIGNMENT OF PURCHASE AND SALE AGREEMENT**

St. Johns County, a Political Subdivision of the State of Florida ("Assignor"), in consideration of the sum of seven thousand seven hundred and fifty dollars (\$7,750) and other valuable consideration, received from or on behalf of The Center at Ponte Vedra Beach Inc. ("Assignee"), the receipt whereof is hereby acknowledged, does hereby assign unto the Assignee the Purchase and Sale Agreement between Assignor and the U. S. Postal Service for property located at 630 Executive Way, Ponte Verde Beach, Florida, said Agreement being attached hereto as Exhibit A. The consent by the U. S. Postal Service to the assignment of said Agreement is attached hereto as Exhibit B.

The Assignee agrees to accept the assignment and to perform all obligations of the Assignor under said Purchase and Sale Agreement, including but not limited to payment of the Purchase Price for the Property as defined in Article II of said Agreement. The Assignee relieves the Assignor from all liability under said Agreement.

The Assignor further assigns unto the Assignee the earnest money deposit held in escrow by Southeast Title Company in the amount of Ten Thousand dollars (\$10,000). Furthermore, Assignee agrees to pay to Assignor Ten Thousand dollars (\$10,000) as further consideration for this Assignment, the receipt whereof is hereby acknowledged.

The Assignee further agrees to pay all closing costs and any other costs related to the transaction under the Purchase and Sale Agreement as further consideration for this Assignment.

In Witness Whereof, I have hereunto set my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2000.

Board of County Commissioners  
of St. Johns County, Florida

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Its County Administrator

The Center at Ponte Vedra Beach, Inc.

By \_\_\_\_\_  
Its President

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The Assignee further agrees to pay all closing costs and any other costs related to the transaction under the Purchase and Sale Agreement as further consideration for this Assignment.

In Witness Whereof, I have hereunto set my hand and seal, this 4 day of APRIL, A.D. 2000.

Witnesses:

[Signature]

Jacqueline M. Gillie  
Quia S. Taylor

[Signature]

Board of County Commissioners  
of St. Johns County, Florida

By [Signature]  
Its County Administrator

The Center at Ponte Vedra Beach, Inc.

By [Signature]  
Its President

JOHN B. HARRIS. md.