

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	April 1, 2025	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

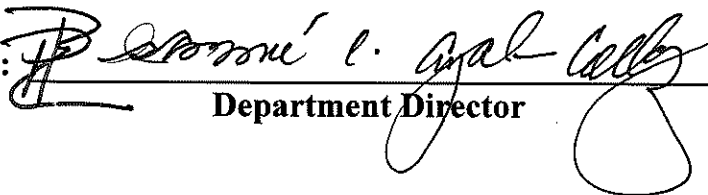
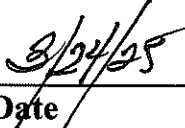

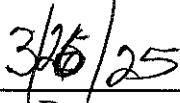
I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to delegate authority: to the County Administrator, or her designee, who in this case will be the Director of Facilities Development and Operations (FDO), to approve and execute, subject to the review and approval of the Office of the County Attorney, a First Amendment to the Deposit Receipt and Contract for Sale and Purchase with True Gospel Holiness Christian Center Inc., a Florida not-for-profit corporation, (True Gospel) deleting the requirement for True Gospel to provide a storm water drainage easement at closing and extending the date of closing.

**Summary:** On February 11, 2025, the Board of County Commissioners (BCC) approved a Deposit Receipt and Contract for Sale and Purchase with True Gospel (R2025-0223) (Agreement) for the sale of approximately 5,320 square feet of retail space located at 361 W. Avenue A in Belle Glade (Property) at a purchase price of \$250,000. The Agreement obligates True Gospel to provide a perpetual, non-exclusive storm water drainage easement to the County at the time of closing. During the due diligence period, it was determined that the storm water drainage easement is not necessary, as there is no County purpose for such drainage easement. The BCC’s approval of this motion will allow the Director of FDO to execute a First Amendment to the Agreement, which deletes True Gospels’ obligation to provide a storm water drainage easement to the County and extends the date of closing. The First Amendment will be subject to the review and approval by the Office of the County Attorney. **(Property and Real Estate Management) District 6 (HJF)**

**Background and Policy Issues:** In August 2024, staff issued Invitation for Bids No. 2024-103-DML (IFB) to sell the Property. Only one bid was received from True Gospel. True Gospel will accept the Property in “AS-IS” condition.

- Attachments:**
- 1. Location Map
  - 2. Deposit Receipt and Contract for Sale and Purchase with True Gospel

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

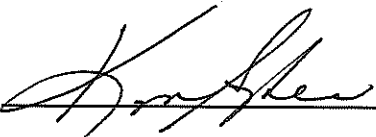
Is Item Included in Current Budget Yes \_\_\_\_\_ No X

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Does this item include the use of State funds? Yes \_\_\_\_\_ No X

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
No fiscal impact.

Fixed Asset Number:  
PCN: 04-37-43-31-22-004-0070

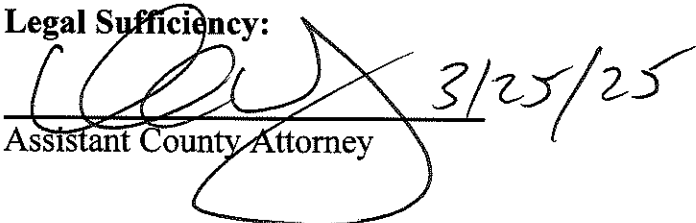
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 3/25/25  
OFMB AS. 3/25/25  
ESW 3-25-25

 3/25/25  
Contract Development and Control  
ZG 3-25-25

B. Legal Sufficiency:  3/25/25  
Assistant County Attorney

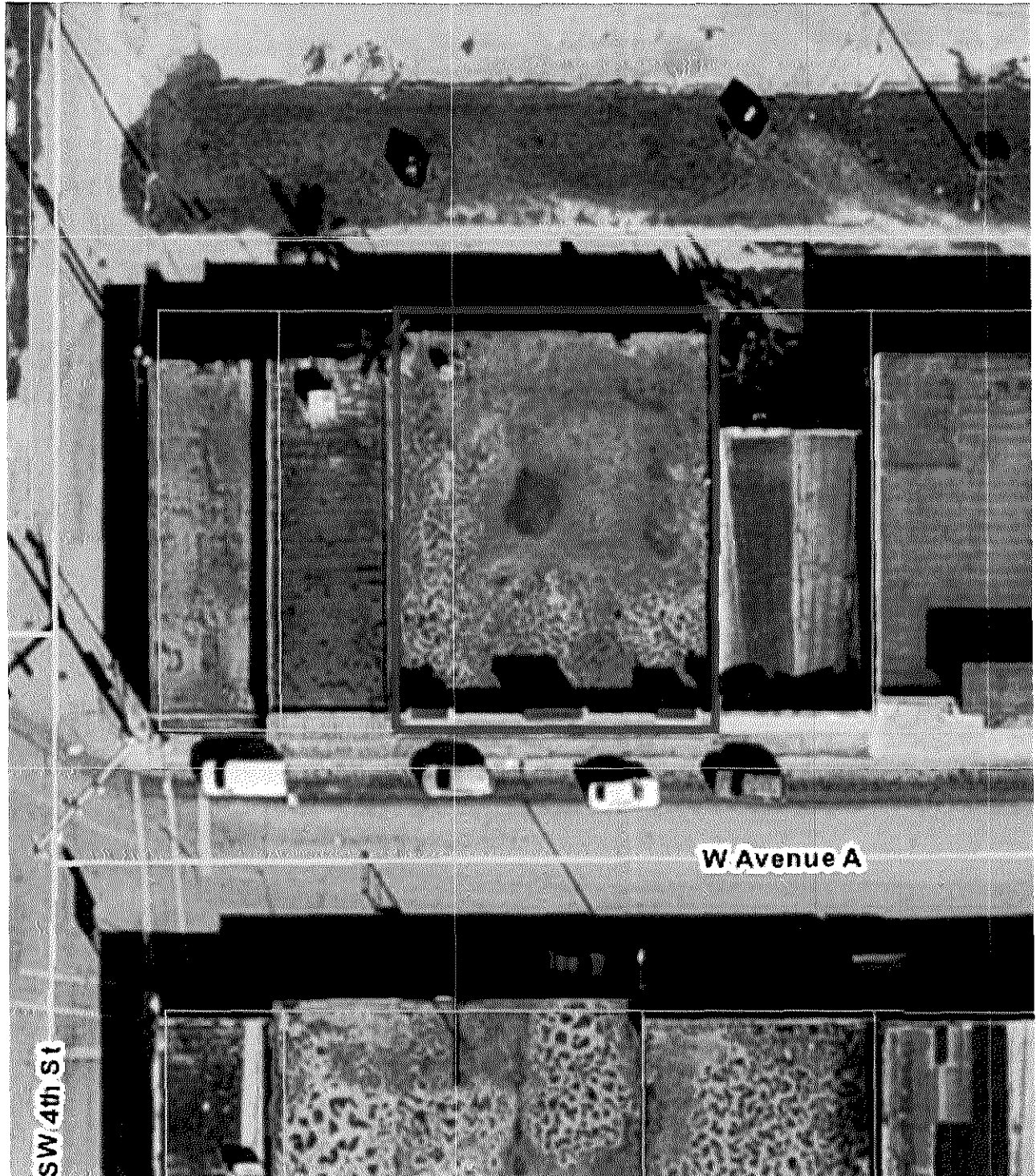
C. Other Department Review:  
  
\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

## LOCATION MAP

PCN: 04-37-43-31-22-004-0070

### DISTRICT 6

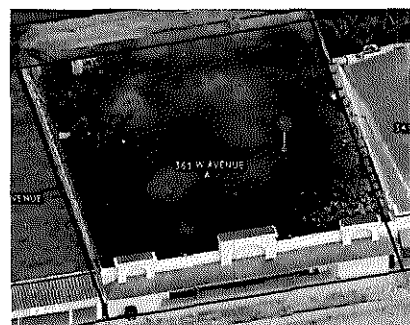


March 17, 2025

### STREET VIEWS:



Street View - Front



Pictometry - Top View

## Attachment 1

ATTACHMENT 2  
Deposit Receipt and Contract for Sale and Purchase

**DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

THIS AGREEMENT is made February 11, 2025, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida.

ADDRESS: Property and Real Estate Management  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

R 2025 0223

FEB 11 2025

BUYER: TRUE GOSPEL HOLINESS CHRISTIAN CENTER INC.  
NAME (as you want it to appear on deed)

ADDRESS: 171 NE 166<sup>TH</sup> STREET  
NORTH MIAMI BEACH, FL 33162

65-0738623

(F.E.I.N. or SOCIAL SECURITY NO. \*)

(\*Social Security Numbers are to be provided separately and will be kept confidentially at the PREM office.)

1. AGREEMENT TO SELL: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

Lots 7, 8, and 9 of Block D, RADER'S ADDITION TO BELLE GLADE, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 20, Page 76, LESS the North 10 feet thereof. Parcel Identification Number: 04-37-43-31-22-004-0070.

2. PURCHASE PRICE: The purchase price of the Property shall be Two Hundred Fifty Thousand (\$250,000.00) and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:

A. Deposit: Buyer deposits herewith: Twenty-Five Thousand Dollars (\$25,000.00) representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.

B. Balance: The balance of the purchase price in the amount of Two Hundred Twenty Five Thousand (\$225,000.00) shall be payable at closing by locally drawn cashier's check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

3. CLOSING: This Agreement shall be closed and the deed delivered within 30 days of the Effective Date of this Agreement. The following are additional details of closing:

A. Time and Place: The closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.

B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "A" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

C. Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The ***Seller*** agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. CONDITION OF THE PROPERTY: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title

to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "B" attesting to said waiver and release.

A. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

6. EASEMENT: At Closing, Buyer shall grant Seller, at no charge to Seller, a perpetual non-exclusive easement over the Property for the existing storm water retention lake to provide legal positive outfall of the storm water drainage from the public right-of-way, in a form acceptable to the County.

7. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

8. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

9. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors

or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

10. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

11. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

12. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

13. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

14. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

15. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

16. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

17. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or



partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

18. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

19. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

20. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

21. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

22. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under

this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.

24. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Buyer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered  
in the presence of:

Date of Execution by Buyer:  
Sep 26<sup>th</sup>, 2024

  
(Witness)

ROSEHINE ETIENNE  
(Print name)

  
(Witness)

Holly Leopole  
(Print name)

By: TRUE GOSPEL HOLINESS CHRISTIAN CENTER INC



Name: Dr. Abner Noel

Title, if applicable: President

("Buyer")


Date of Execution by Seller: \_\_\_\_\_, 20\_\_\_\_


R 2025 0223  
FEB 11 2025

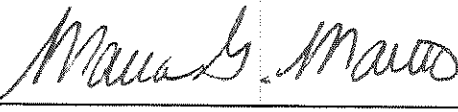
**ATTEST:**

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER

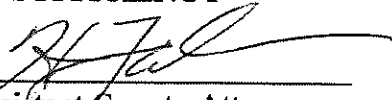
**PALM BEACH COUNTY**, a political  
subdivision of the State of Florida

By:   
Deputy Clerk

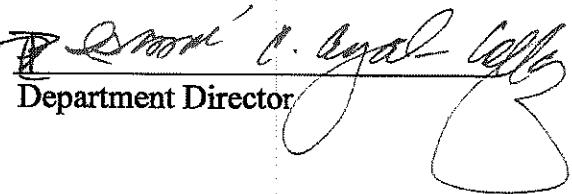


By:   
Maria G. Marino, Mayor  
("Seller")

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director