

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 11, 2025 [ ] Consent [ X ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) A Deposit Receipt and Contract for Sale and Purchase agreement with True Gospel Holiness Christian Center Inc. (True Gospel), a Florida not-for-profit corporation, 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; and

B) A County Deed in favor of True Gospel Holiness Christian Center Inc.


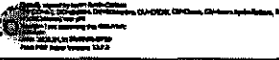
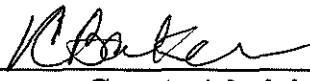
Summary: In March 2012, the Property was acquired by American Sound through the County’s Department of Housing & Economic Development (HED) Section 108 Business Loan Program, funded through the U.S. Department of Housing and Urban Development (HUD). Given that HUD funds were utilized for the acquisition, Palm Beach County was required to hold the first lien on the Property, which served as collateral for HUD. The County acquired the Property on December 9, 2020, via certificate of sale. The Property is being sold to repay HUD due to non-repayment of the loan. The parcel is zoned B-1- Central Business District (04-Belle Glade). In August 2024, staff issued Invitation for Bids No. 2024-103-DML (IFB) to sell the Property. Staff obtained an appraisal which valued the Property at \$213,000, which value was established as the required minimum bid. Only one bid was received from True Gospel. The Property will be conveyed for a purchase price of \$250,000, with no warranty or representation of any nature, including without any limitation relating to access or the Bidder’s ability to use the Property for any intended purpose. **This conveyance must be approved by a Supermajority Vote (5 Commissioners). (Property and Real Estate Management) District 6 (HJF)**

Background and Policy Issues: The County must sell the Property to repay HUD due to non-repayment of the loan. The IFB was advertised in the Palm Beach Post. In addition, the IFB was also listed on PREM’s website and the County’s Channel 20 television station and was available through Purchasing Vender Self Service system. The minimum bid amount of \$213,000 was based on the appraisal obtained. Only one bid was received.

An executed Deposit Receipt and Contract for Sale and Purchase with a purchase price of \$250,000 was received from True Gospel together with a ten percent (10%) deposit in the amount of \$25,000. Under Section 286.23, Florida Statutes, a Disclosure of Beneficial Interest is not required for transactions involving the sale of property by the County. However, Staff is requesting such disclosures for all transactions with private entities. True Gospel provided the Disclosure of Beneficial Interest attached hereto, and identifies Noel Abner as the registered agent for True Gospel. True Gospel will pay documentary stamps and recording costs, and will accept the property in “AS-IS” condition. The County will retain mineral rights in accordance with Section 270.11, Florida Statutes, but will not retain rights of entry and exploration. Closing is anticipated to occur within 30 days of approval by the Board of County Commissioners (BCC).

Attachments:

- 1. Location Map
- 2. Deposit Receipt and Contract for Sale and Purchase (2)
- 3. County Deed
- 4. Disclosure of Beneficial Interest

Recommended By:  Isami Ayala-Collazo   
Department Director Date  
Approved By:  County Administrator Date 1/23/25

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$250,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(\$250,000)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Budget Account No: Fund 1540 Dept 143 Unit 2102 Revenue Source 6999

- 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:**  
Section 108 – HUD Loan Repayment Account

Fixed Asset Number: *n/a* *Q. DeJesus, Mgr., FALCO, OFMB 1/16/25*  
PCN: 04-37-43-31-22-004-0070

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Signature]* 1/16/2025  
OFMB *PA 1/15*  
*[Signature]* 1.16.25

*[Signature]* 1/17/25  
Contract Development and Control  
*[Signature]* 1.17.25

**B. Legal Sufficiency:**

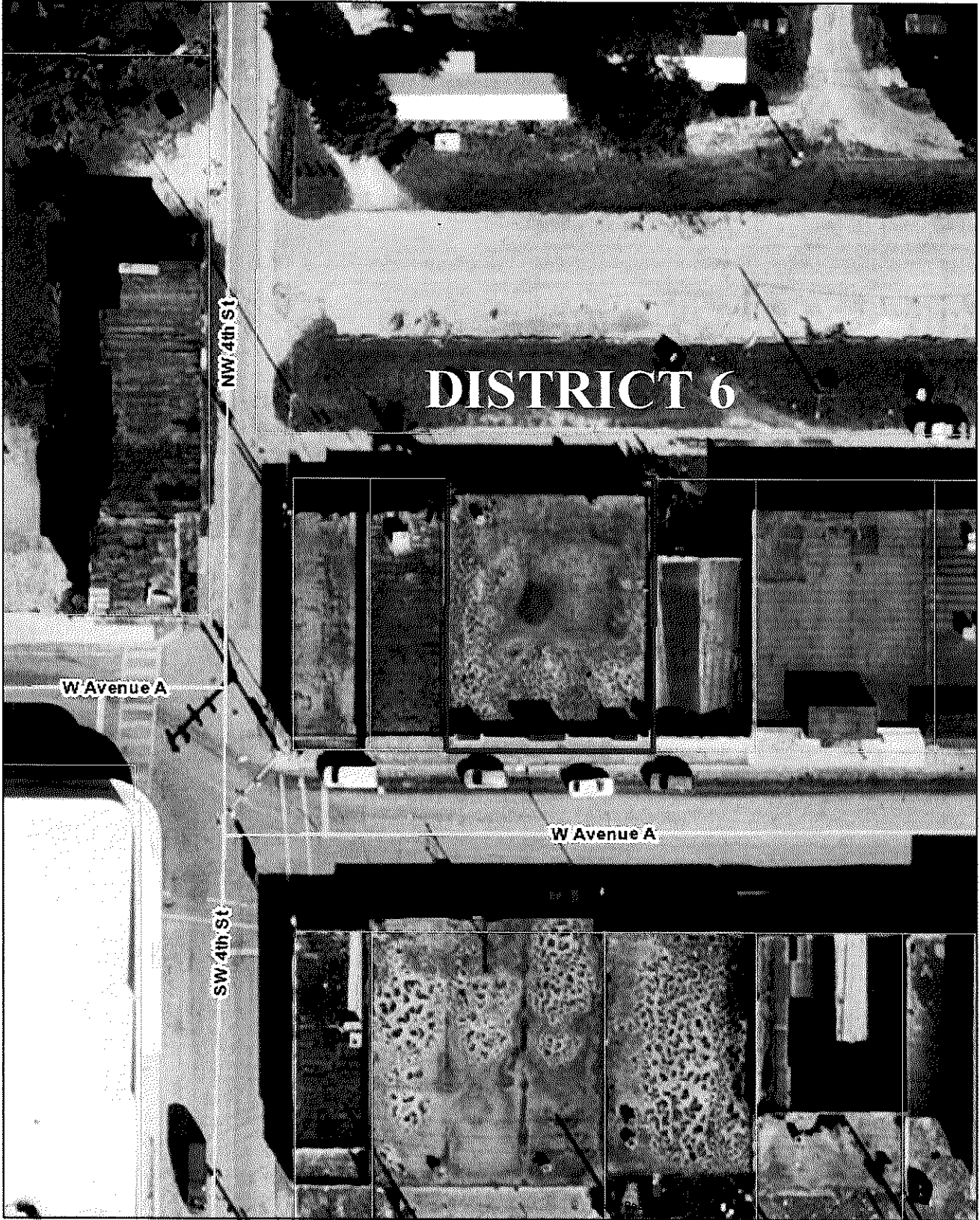
*[Signature]* 1/23/25  
Assistant County Attorney

**C. Other Department Review:**

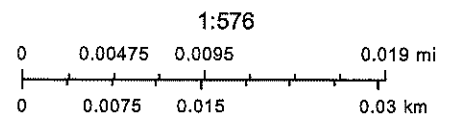
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Department Director

# LOCATION MAP

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



December 11, 2024



## ATTACHMENT #1

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/17/24

REQUESTED BY: Della M. Lowery  
Real Estate Specialist

PHONE: 233-0239  
FAX: 233-0210

PROJECT TITLE: 361 W. Avenue A, Belle Glade IFB No. 2024-103-DML

PROJECT NO.: N/A

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$250,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(\$250,000)</b>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

**\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.**

**BUDGET ACCOUNT NUMBER**

FUND: 1540 DEPT: 143 UNIT: 2102 OBJ: 6999 SUB OBJ: \_\_\_\_\_

IS ITEM INCLUDED IN CURRENT BUDGET: YES \_\_\_\_\_ NO \_\_\_\_\_

**IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)**

- Ad Valorem (source/type: \_\_\_\_\_)
- Non-Ad Valorem (source/type: \_\_\_\_\_)
- Grant (source/type: Section 108 - HUD Loan Repayment \* 12/19/24  
OK  
JH)
- Park Improvement Fund (source/type: \_\_\_\_\_)
- General Fund
- Operating Budget
- Federal/Davis Bacon
- \_\_\_\_\_

Department: Department of Housing & Economic Development

BAS APPROVED BY: Jonathan Brown DATE: 12/19/2024

ENCUMBRANCE NUMBER: \_\_\_\_\_

**ATTACHMENT #2**  
**Deposit Receipt & Contract For Sale & Purchase (12 & 13 pages)**

**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

**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)

ROSELAINE Etienne

(Print name)



(Witness)

Holly Leopole

(Print name)

By: TRUE GOSPEL HOLINESS CHRISTIAN CENTER INC



Name: Abner Noel

Title, if applicable: President

("Buyer")

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

**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

**EXHIBIT "A"**  
**To the DEPOSIT AND RECEIPT CONTRACT FOR**  
**SALE AND PURCHASE**

PREPARED BY AND RETURN TO:

\_\_\_\_\_, Real Estate Specialist

PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

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

Closing Date: \_\_\_\_\_

Purchase Price: \$250,000

**COUNTY DEED**

**This COUNTY DEED**, made \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, the "County", and True Gospel Holiness Christian Center, Inc, whose legal mailing address is 171 NE 166<sup>th</sup> St, North Miami Beach, FL 33162, the "Grantee".

**WITNESSETH:**

That the County, for and in consideration of the sum of Two Hundred and Fifty Thousand Dollars 00/100 (\$250,000.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, (its successors / his or her heirs) and assigns forever, the following described land lying and being in Palm Beach County, Florida:

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.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights

**IN WITNESS WHEREOF**, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

**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

**APPROVED AS TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Department Director

**EXHIBIT "B"**  
**to the DEPOSIT RECEIPT AND CONTRACT FOR**  
**SALE AND PURCHASE**

**AS-IS ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** is made this 26<sup>th</sup> day of September, 2024 by TRUE GOSPEL HOLINESS CHRISTIAN CENTER INC. ("Buyer") to PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Seller").

**W I T N E S S E T H:**

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. R-\_\_\_\_\_) (the "Agreement") whereby Seller agreed to sell and Buyer agreed to buy, for the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$ 250,000.00 ), 5320 square feet of retail space located at 361 W. Avenue A, Belle Glade, FL 33430 in Section 31, Township 43, Range 37, Palm Beach County ("Property"), and 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; 04-37-43-31-22-004-007

**WHEREAS**, the Agreement states that Buyer shall purchase the Property and any improvements in an "AS IS CONDITION", without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

**NOW THEREFORE**, in consideration of the conveyance of the Property, Buyer hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, its zoning any improvements located thereon,



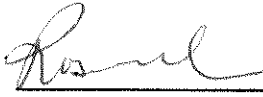
or the suitability of the Property or any improvements for Buyer's intended use of the Property.

3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer 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.


4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

**IN WITNESS WHEREOF**, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness Signature


Rosebune Etienne  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Signature

Holly Leopote  
\_\_\_\_\_  
Print Name

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

DR. ABNER NOEL, PRESIDENT  
\_\_\_\_\_  
Print Name

By:   
Dr. Abner Noel  
\_\_\_\_\_  
Buyer

Abner Noel  
\_\_\_\_\_  
Print Name

**ATTACHMENT #3**  
**County Deed (2 pages)**

PREPARED BY AND RETURN TO:  
\_\_\_\_\_, Real Estate Specialist

PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

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

Closing Date: \_\_\_\_\_

Purchase Price: \$250,000

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### WITNESSETH:

That the County, for and in consideration of the sum of Two Hundred and Fifty Thousand 00/100 Dollars (\$250,000.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, (its successors / his or her heirs) and assigns forever, the following described land lying and being in Palm Beach County, Florida:

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.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

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

**APPROVED AS TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By:   
Department Director

**EXHIBIT "A"**

**PROPERTY**

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.

**ATTACHMENT #4**  
**Buyer Disclosure of Beneficial Interest (3 pages)**

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Dr. Abner Noel, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of \_\_\_\_\_ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 470 NW 108 St Miami FL 33168

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

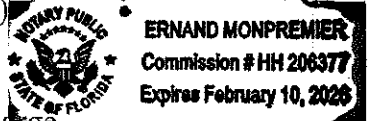
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Dr. Abner Noel

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization this 31<sup>st</sup> day of October, 2024, by ABNER NOEL [ ] who is personally known to me or [ ] who has produced D/L A400-000-70-087-0 as identification and who ( ) did (  ) did not take an oath.

Notary Public [Signature]  
ERNAND MONPREMIER  
(Print Notary Name)  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_  


**EXHIBIT "A"**

**PROPERTY**

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.



EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN (Buyers)

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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True Gospel Holiness Christian Center		100%
171 NE 166 St		
North Miami Beach FL 33162		

**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of True Gospel Holiness Christian  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.**

[Signature]  
(signature of officer or representative)

Dr. Abner Noel  
(printed name of officer or representative)

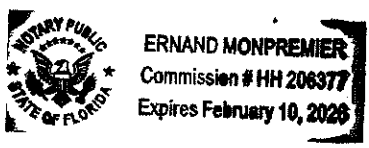
**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization  
this, 31<sup>st</sup> day of October 2024, by ABNER NOEL

Personally known  OR produced identification .

Type of identification produced D/C N400-000-70-082-0

[Signature]  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)