

This Instrument Prepared By:
Daniel Marzano, Esq.
14261 Commerce Way, Suite 205
Miami Lakes, Florida 33016

**DONATION AND RELOCATION AGREEMENT
BETWEEN**

OT PROPERTY GROUP LLC, a Florida limited liability company, whose address is 2125 East Atlantic Blvd., Pompano Beach, Florida 33062 (hereinafter referred to as "OT")

AND

CITY OF POMPANO BEACH, a Florida Municipal Corporation, whose address is, 100 West Atlantic Boulevard, Pompano Beach, FL 33060 (hereinafter referred to as "CITY")

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **OT PROPERTY GROUP LLC**, a Florida limited liability company, is the owner and holder of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, OT purchased the Subject Property by and through a Special Warranty Deed recorded May 12, 2023 under Instrument Number 118851165 in the public records of Broward County, Florida; and

WHEREAS, the Subject Property contains a chapel building (the "Chapel") which had received a historic designation from the City's Historic Preservation Board, based upon its significant value to local Pompano residents due to its prior use over many years. Prior to closing on the purchase of the Subject Property, OT applied for a Major Certificate of Appropriateness to relocate the Chapel to Centennial Park in Pompano Beach, which was approved by the Historic Preservation Board and signed by the Board Chair on 12/20/2022 and, as extended, has a current expiration date of May 28, 2030; and

WHEREAS, the now vacant Chapel in its current location has been the victim of vandalism and multiple trespasses, accordingly has become a nuisance and currently impedes future development plans of OT on the Subject Property; and

WHEREAS, OT desires to donate and transfer its ownership interest of the historic Chapel to the CITY in an effort to preserve the structure, to avoid the potential costs of demolition and to clear the land for the future development; and

WHEREAS, CITY has agreed to accept the Chapel, and upon completion of the transfer of title to the CITY, the CITY will move the Chapel, as the building will serve as an asset enhancement to

Centennial Park and therefore serves a valid public purpose; the CITY will preserve the historical nature of the Chapel and will allow the building to be utilized as a public venue to host public gatherings including but not limited to weddings, conferences, seminars; and

WHEREAS, the CITY has agreed to pay for the relocation of the Chapel and shall contract with a professional, qualified historical moving/transportation company to perform the Relocation to Centennial Park; and

WHEREAS, the CITY further agrees to coordinate and facilitate the physical relocation of the Chapel, and OT has agreed to reimburse the CITY for such relocation expenses as an incentive to the CITY for the savings realized by OT for any potential demolition costs and/or additional development expenses at the subject location; and

WHEREAS, OT shall reimburse the CITY pursuant to the certain quote by Pat Burdette, Modern House and Building Movers Inc. (the "Relocation Contractor") dated 12/19/24 and attached as Exhibit "B", (the "Relocation Quote") subject to the terms and conditions of this Agreement; and

WHEREAS, OT shall reimburse the CITY for the relocation expenses on or before the first to occur between the CITY issuing the building permit for the construction of the multifamily project known as Old Town II, which OT is to develop on the subject site or upon the sale and closing of the Subject Property, in its entirety, to a nonaffiliated entity. Should there be a sale and closing of only a portion of the Subject Property, the Reimbursement Cost shall not be due and will become due upon the sale and closing of the last parcel of the Subject Property.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, receipt and sufficiency is hereby acknowledged, the Parties hereby agree as follows:

1. **APPROVAL.** As the City of Pompano Beach and the Historic Preservation Board have identified Centennial Park in Pompano Beach as an appropriate location for the transportation and relocation of the historic Chapel structure, the City Commission hereby accepts the donation of the Chapel structure to the City.

2. **RELOCATION.** The CITY agrees to relocate the Chapel structure to the new location at Centennial Park and shall pay for the upfront costs to coordinate and facilitate the removal of the historic Chapel from the Subject Property and relocate same to the new location (all actions shall be referred to as the "Relocation"). The CITY shall secure any necessary approvals and permits for the relocation from all other parties involved.

3. **COST.** Upon the issuance of the building permit for and prior to commencement of construction on its multifamily project known as Old Town II or upon the sale and closing of the Subject Property, in its entirety, to a nonaffiliated entity, OT shall reimburse the CITY for the cost of the Relocation, up to and not to exceed the price agreed to the Relocation Quote which is \$445,000 (the "Reimbursement Cost"). The CITY has the right to secure additional bids or proposals from one or more companies and present the same for OT to review and approve. OT shall have the right to solicit its own additional bids and proposals for the Relocation of the Chapel. Changing the Relocation Contractor must

be approved in writing by both the CITY and OT. OT also reserves the right to negotiate the current bid with the existing Relocation Contractor, and if the bid is successfully reduced, the new quote shall serve as the reimbursement cost. Any cost associated with the Chapel beyond the Reimbursement Cost is the responsibility of the CITY, and OT shall only be obligated for the amount in the Reimbursement Cost.

4. **LIABILITY.** OT shall not assume any liability whatsoever for the Chapel from the date of this Donation and including the removal, transportation and/or placement of the Chapel on the new location. OT shall only be responsible for the reimbursement cost for the removal and transport as described in this Agreement. The CITY shall bear any and all responsibility for any and all damages whatsoever caused to the historic Chapel during the process of the removal, transport, and placement at the new location. The CITY shall hold OT harmless from any and all damage, issues, actions, suits, demands, costs, damages, and liabilities whatsoever, resulting from the relocation of the Chapel.

5. **DEADLINE & ALTERNATIVE PROCEDURE.** If the City has not relocated the Chapel by January 15, 2026, OT shall have the right, but not the obligation, to relocate the Chapel using the agreed upon relocation Contractor, in the same manner as the CITY was to relocate the Chapel, and pay the cost directly to the company that relocated the Chapel, not to exceed the Relocation Quote. OT shall be indemnified and held harmless by the City, and any and all parties claiming by and through the City, for any issues, damages, actions, suits, demands, costs and liabilities whatsoever should OT relocate the Chapel pursuant to this Article. Once the Chapel is physically removed from the Property, either by the CITY or OT, the Relocation has been deemed satisfied for purposes of issuance of the building permits.

6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action at law, in equity, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7. **TERMINATION.** Either party hereto may terminate this Agreement for any reason or no reason whatsoever within thirty (30) days of the City Commission vote to enter into this Agreement by providing written notice of termination to the other party. In the event either party terminates this Agreement, all obligation hereunder shall be null and void and of no force or effect.

8. **ENTIRE AGREEMENT.** This document incorporates the entire understanding of the parties. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. The parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SIGNATURES CONTAINED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the said Owner has hereunto set its hand and seal this 8
day of September, 2025.

“OWNER”

OT PROPERTY GROUP LLC.
a Florida limited liability company

By: [Signature]
Manager

[Signature]
Name: Krista Kerson

Address of Witness:
2125 E Atlantic Blvd, Pompano Beach, FL 33062

Name Monica Adiche
Address of Witness: 2620 SE 2nd St. Pompano Beach, FL 33062

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of September 2025, by means of [☒] physical presence or [☐] online notarization by Adam Adiche, as Manager of OT PROPERTY GROUP LLC, on behalf of said company who is ☒ personally known to me, or [☐] who has produced _____ as identification.

[Signature]
Notary Public, State of Florida



Leticia Kleintop
Comm.: HH 346031
Expires: January 21, 2027
Notary Public - State of Florida

“CITY”

THE CITY OF POMPANO BEACH

a municipal corporation of Florida

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by means of [] physical presence or [] online notarization by _____, as _____ on behalf of THE CITY OF POMPANO BEACH who is [] personally known to me, or [] who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT "A"

Lots 1 through 10 inclusive, less the North ten (10) feet of said Lots 1 through 5, inclusive, of CAMPBELL AND SAXON ADDITION TO THE TOWN OF POMPANO, according to the Plat thereof, recorded in Plat Book 1, at Page 125 of the Public Records of Palm Beach County, Florida, said property now lying and being in Broward County, Florida;

Lots 16 less the South 10 feet thereof, and Lot 17 less the South 10 feet thereof and less the East 10 feet thereof, in Block 1 of SMOAK'S ADDITION to the Town of Pompano, Florida according to the plat thereof recorded in Plat Book 5, Page 10, of the public records of Palm Beach County, Florida, said property now lying and being in Broward County, Florida;

The South 74 feet of the North 84 feet of Lot 3, 4 and 5 and the South 74 feet of the North 84 feet of the West 29 feet of Lot 2, in Block 6, of CAMPBELL AND SAXON ADDITION, Pompano, Florida according to the plat thereof recorded in Plat Book 1, Page 125, of the public records of Palm Beach County, Florida, said property now lying and being in Broward County, Florida;

(All lots together collectively referred to as the "Property")

Exhibit "B"



OT PROPERTY GROUP, LLC
2125 E. Atlantic Boulevard
Pompano Beach, FL 33062

ATTN: Mr. Alex Tran

RE: Relocation of Historic Chapel at 210 NE 3rd Street, Pompano Beach, FL.

Dear Mr. Tran,

Please accept this correspondence as proposal for the above referenced relocation.

As per our "on site" visit, we understand the original portion of the historic Chapel is to be relocated to the park located at 300 NE 3rd Street, Pompano Beach, FL.

This proposal shall include the relocation of the Historic Chapel and new foundation only.

All other costs or fees, including but not limited to, demolition necessary to facilitate this relocation, raising, lowering or adjusting any utility lines, wires or poles, tree trimming or removal, impact fees and law enforcement escorts.

Our fee for this scope of work is \$445,000.00.

Should you have any questions or need additional information, please contact me as listed below.

Thank you for your considerate attention and the opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Burdette", is written over a faint, larger signature that is also visible in the background.

Pat Burdette
Modern House & Building Movers, Inc.