

RESOLUTION NO. 2026-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR SALE AND PURCHASE BETWEEN THE CITY OF POMPANO BEACH AND OT PROPERTY GROUP, LLC, FOR THE PURCHASE OF PROPERTY LOCATED AT 134 NE 3RD STREET; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Contract for Sale and Purchase between the City of Pompano Beach and OT Property Group, LLC, for the purchase of property located at 134 NE 3rd Street, Pompano Beach, FL 33060, further identified as Broward County Property Appraiser (“BCPA”) folio 484235250080, is approved, and a copy of that Contract is attached and incorporated by reference as if set forth in full.

**SECTION 2.** That the proper City officials are authorized to execute the Contract for Sale and Purchase between the City of Pompano Beach and OT Property Group, LLC.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KERVIN ALFRED, CITY CLERK**

## **CONTRACT FOR SALE AND PURCHASE**

THIS CONTRACT FOR SALE AND PURCHASE ("Contract") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between

**OT PROPERTY GROUP, LLC**, a Florida Limited Liability company, whose address is 2125 E. Atlantic Blvd., Pompano Beach, FL 33062, hereinafter referred to as "SELLER,"

and

**CITY OF POMPANO BEACH**, a Florida municipal corporation, of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

collectively referred to as the Parties.

SELLER and CITY hereby agree that SELLER shall sell and CITY shall purchase the following described property, situate, lying and being in Broward County, Florida, and more particularly described as follows:

### **LEGAL DESCRIPTION**

Real property as described in Exhibit "A" attached hereto and made a part of this Contract (the "Real Property"), together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and other rights appurtenant to Real Property, all buildings, fixtures, and other improvements existing thereon, all fill and top soil thereon, all oil, gas, and mineral rights possessed by SELLER, all right, title and interest of SELLER in and to any and all streets, roads, highways, easements, drainage rights, or rights of way, appurtenant to the Real Property and all right, title and interest of SELLER in and to any and all covenants, restrictions, agreements and riparian rights benefiting the Real Property (all of the foregoing being referred to as the "Property").

### **ARTICLE 1**

#### **TERMS, DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the Parties.

- 1.1 CITY MANAGER: Whenever the term City Manager is used herein, it is intended to mean the City Manager or their designee. In the administration of this Contract, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the City Manager or the City Manager's designee.
- 1.2 CLOSING: Thirty (30) days following the later to occur of (i) the end of the Inspection Period, and (ii) satisfaction or CITY's waiver of all Conditions to Close, unless a different date is mutually agreed upon by the parties in writing. In the event the Closing is not a Business Day, then the Closing shall be extended to the next Business Day. The parties contemplate that Closing will be conducted via mail-away delivery of the executed transaction documents and other deliverables, if any, on the day of Closing.
- 1.3 CLOSING AGENT: Guaranteed Florida Title, Escrow & Abstract, Inc.
- 1.4 COMMISSIONERS: The Pompano Beach Mayor and City Commissioners, which are also the governing body of the City of Pompano Beach.
- 1.5 CONVEYANCE: Whenever the term Conveyance is used herein, it shall mean a warranty deed in statutory form properly executed, witnessed and acknowledged.
- 1.6 CITY OF POMPANO BEACH: A body corporate and politic created pursuant to Chapter 166 of the Florida Statutes.
- 1.7 EFFECTIVE DATE: The date on which this Contract is last executed by the Parties hereto.
- 1.8 PUBLIC RECORDS: Whenever the term Public Records is used herein, it shall mean the Public Records of Broward County, Florida.
- 1.9 SELLER: Whenever the term Seller is used herein, it shall mean the person or entity owning fee simple title to the Real Property and any agent or designee to whom SELLER has delegated authority to negotiate or administer the terms and conditions of this Agreement.
- 1.10 SPECIAL ASSESSMENT LIENS: Whenever the term Special Assessment Liens is used herein, it shall mean all liens on the property which is the subject matter of this Contract arising out of a special improvement or service by any city, town, municipal corporation, CITY or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining or contiguous to the special improvement. Such special improvement shall include, but is not limited to, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, alleys, and sidewalks; construction or reconstruction of sanitary sewers, storm sewers, drains, water mains, water laterals, water distribution facilities and all appurtenances thereto.

For the purpose of closing or settlement of this purchase, such special assessment liens shall be designated as either "certified" or "pending."

A "certified" lien is hereby defined as a lien which has been certified, confirmed or ratified pursuant to the statute, special act, ordinance, or resolution creating the lien and for which the exact amount of has been determined.

A "pending" lien is a lien which has been created or authorized by an enabling resolution adopted by the appropriate governmental entity, causing said lien to attach to and become an encumbrance upon the subject Real Property but for which there has been no determination of the final amount of same.

- 1.11 SURVEY: Whenever the term Survey is used herein, it shall mean a survey certified to "City of Pompano Beach" by a professional land surveyor registered in and licensed by the State of Florida.
- 1.12 TITLE: Whenever the term Title is used herein, it shall mean fee simple title, free and clear of all liens, charges and encumbrances, other than matters specified in Section 4.1 of this Contract, if any.
- 1.13 TITLE BASE: Either an existing prior Owner's or First Mortgagee Title Insurance Policy, qualified for use as a title base for reissue of coverage on the Real Property at the Purchase Price, from a reputable title company acceptable to CITY. If a prior policy is unavailable as a title base, then any alternate title base that is acceptable to CITY's title insurance underwriter.
- 1.14 TITLE AGENT: Guaranteed Florida Title, Escrow & Abstract, Inc.
- 1.15 TITLE COMMITMENT: A commitment or binder for an owner's policy of title insurance written on a company acceptable to CITY, in the amount of the purchase price, covering the Real Property and having an effective date subsequent to the full execution of this Contract, listing and attaching copies of all instruments of record affecting title to the Real Property and listing the requirements, as of the date of the commitment, for conveyance of marketable fee simple title to the Real Property.
- 1.16 TITLE INSURANCE: An owner's policy of title insurance issued on the Title Commitment, having an effective date as of the recording of the conveyance insuring title in accordance with standards set forth in Section 4.1.

## ARTICLE 2

### TERMS AND CONDITIONS OF PURCHASE AND SALE

#### 2.1 PURCHASE PRICE:

CITY, as purchaser, agrees to pay as and for the total purchase price for the Property in the manner and at the times hereinafter specified the total sum of FIVE MILLION DOLLARS (\$5,000,000.00), subject to the prorations, credits, and adjustments hereinafter specified. Within ten (10) business days of the Contract Effective Date, CITY will deliver a deposit in the amount of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** to the Closing Agent, to be held in escrow and paid to sellers and credited at closing to the purchase price.

2.2 PROCEEDS OF SALE; SATISFACTION OF ENCUMBRANCES:

- 2.2.1 The proceeds of sale, adjusted for prorations, credits or other closing related charges, if any, shall be disbursed by the closing agent at closing in the form of a trust or escrow account check drawn locally from a bank in Broward County and payable to SELLER.
- 2.2.2 Any and all mortgages, liens and encumbrances or claims or any other debts, affecting the title to the Property ("Encumbrances"), which are outstanding on the date of closing shall be discharged and satisfied from the proceeds of the sale at closing and such additional amounts paid by SELLER as may be necessary. CITY or CITY's designated closing agent or attorney shall cause to be issued separate checks payable to the respective mortgagors, lienees, lienors or encumbrancers, the aggregate of which shall not exceed the purchase price less proration or other credits. The closing agent or attorney shall arrange to exchange such checks for the instruments necessary to satisfy such Encumbrances.
- 2.2.3 The SELLER hereby acknowledges and agrees that any payments due as provided in this Section 2.2 shall not be paid from ad valorem taxes nor shall such taxes be pledged or committed for any payment due SELLER. Further, there shall be no pledge of CITY property or otherwise to secure such payments to SELLER nor any mortgage or right to foreclose on the Property to be conveyed by SELLER to CITY or on any property owned by CITY.

2.3 ADDITIONAL OBLIGATIONS OF SELLER

- 2.3.1 SELLER agrees to deliver possession of the Property to CITY on the date of closing. The Property shall be vacant at the time of such delivery.
- 2.3.2 Commencing on the Effective Date and continuing until Closing or earlier termination of this Contract, SELLER hereby grants to CITY the right to enter on the Property to perform, or have performed, such inspections, Surveys and studies of the Property as CITY may elect including, without limitation, an environmental audit of the Property, geotechnical studies, traffic studies, and soils and other inspections and studies of the Property, and SELLER agrees to provide CITY with such information as may reasonably be requested which is in the possession of SELLER in connection with such investigations. CITY shall have thirty (30) days from the Effective Date of this Contract ("Inspection Period") within which to have such inspections and studies of the Property performed as CITY shall desire. Utilities shall be made available by SELLER, at no cost to CITY, during the Inspection Period. CITY may terminate this Contract (for any or no reason in CITY's sole discretion) by giving written notice of termination to SELLER on or before 11:59 p.m. EST on the thirtieth (30th) day following the expiration of the Inspection Period, which notice may be sent via email to: [adam@cavacheproperties.com](mailto:adam@cavacheproperties.com).
- 2.3.3 Between the Effective Date and the date of Closing, SELLER covenants and warrants to keep and maintain the Property in the same condition as it exists on the

Effective Date, normal wear and tear excepted, and agrees that SELLER shall not enter into any contract for the Property, including without limitation any lease or tenancy thereof, without the prior written consent of City Manager, which consent may be granted or withheld in his sole discretion. In the event that all or any portion of the Property shall be taken for condemnation or under the right of eminent domain or damaged by casualty before the Closing, CITY may, at its option, by delivering written notice thereof to SELLER within twenty (20) days after SELLER notifies CITY of such condemnation, either (a) terminate this Contract, or (b) proceed to Closing pursuant to the Contract terms, in which event, SELLER shall assign to CITY any right it may have to receive proceeds attributable to the Property from such condemnation or eminent domain proceeding or insurance, as applicable, and there shall be no reduction in the Purchase Price. Failure by CITY to timely provide such written notice shall be deemed an election to terminate this Contract.

2.4 REPRESENTATIONS AND WARRANTIES OF SELLER: In addition to the representations and warranties contained elsewhere in this Contract, SELLER hereby represents and warrants to CITY, as of the date SELLER executes this Contract and as of the closing date, as follows:

- 2.4.1 SELLER warrants and represents to CITY that SELLER is the owner of fee simple title to the Property, and that no consents of any third party are required in order for SELLER to convey marketable title, as provided in this Contract, to the Property to CITY as provided herein.
- 2.4.2 SELLER warrants and represents to CITY that there are no contracts or agreements, whether written or oral, regarding the use, development, maintenance, or operation of the Property which will survive the closing, other than the contracts or agreements listed in Exhibit "B" hereto, and further that SELLER has provided CITY with true and correct copies of each such written contract or agreement, and any modifications and amendments thereof, or with written summaries of any such oral agreements. If CITY, in its sole and absolute discretion, determines that said contracts or agreements are unsatisfactory, CITY may at its option: (1) terminate this Contract by written notice to the SELLER within thirty (30) days of the delivery of such contracts or agreements to CITY; (2) request that the SELLER modify the terms and conditions of the existing contracts or agreements to a form and content acceptable to CITY; or, (3) proceed to close accepting the contracts or agreements as they are.
- 2.4.3 SELLER covenants and warrants that there is ingress and egress to the Property over public roads, and title to the Property is insurable in accordance with Section 3.2 without exception for lack of legal right of access.
- 2.4.4 SELLER warrants that there are no facts known to SELLER materially affecting the value of the Property that are not readily observable by CITY or that have not been disclosed to CITY.
- 2.4.5 There are no actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings or condemnation proceedings, pending

and served upon SELLER or, to SELLER's knowledge, pending and unserved or threatened, against or involving SELLER, or the Property.

- 2.4.6 SELLER has received no notice and has no knowledge of any violation of any zoning, building, safety, health, environmental, subdivision or other statutes, ordinances, regulations, rules, covenants, conditions or restrictions affecting the Property or the use thereof.
- 2.4.7 SELLER has been duly organized or formed, is validly existing and is in good standing under the laws of the State of Florida. The persons executing this Contract and the documents contemplated at Closing are duly authorized so as to fully and firmly bind SELLER. SELLER has the full right and authority and has obtained all consents required to enter into this Contract and consummate the purchase and sale transaction contemplated. SELLER has not (a) filed or had filed against it in any court or with any governmental body a petition in bankruptcy or insolvency, (b) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial part of its assets or (c) made an assignment of its assets for the benefit of its creditors. SELLER is not insolvent and will not be rendered insolvent by the performance of its obligations under this Contract. This Contract and the consummation of the transactions contemplated do not violate any contract, agreement, order, judgment, or decree to which SELLER is a party or which it or any of its property is bound. This Contract and all of the documents to be delivered by SELLER at Closing have been duly authorized and properly executed and will constitute the valid and binding obligations of SELLER when so executed by SELLER.
- 2.4.8 SELLER and each person or entity owning an interest in SELLER is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (c) not an "Embargoed Person," and (d) in compliance with the requirements of the Bank Secrecy Act, 31 U.S.C. §§ 5311, et. seq. None of the funds or other assets of SELLER constitutes property of, or is beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), and no Embargoed Person has any interest of any nature whatsoever in SELLER (whether directly or indirectly). The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders regulations promulgated thereunder.

**ARTICLE 3**  
**EVIDENCE OF TITLE AND TITLE INSURANCE**

3.1 **EVIDENCE OF TITLE:**

To the extent in SELLER's possession, SELLER shall, at SELLER's expense, on or before five (5) days from the Effective Date, deliver an existing prior Owner's or First Mortgagee Title Insurance Policy qualified for use as a title base for reissue of coverage on the Real Property ("Prior Policy") together with copies of all exceptions thereto, if requested. SELLER shall pay Title Examination fees.

3.2 **INSURANCE OF TITLE:** CITY may obtain, at CITY's expense and in reliance on the Prior Policy, a current ALTA standard owner's policy commitment for title insurance ("Title Commitment") together with copies of all exception documents referred to therein, from a title agent selected by CITY, pursuant to which the title insurer agrees to issue to CITY, upon the recordation of the deed to the CITY, an owner's policy of title insurance in the amount of the purchase price, insuring CITY's marketable title to the Property, subject only to Permitted Exceptions and those requirements and exceptions to be discharged by SELLER at or before closing.

3.3 CITY shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"): (a) the Title Commitment; (b) legible copies of all documents, whether recorded or unrecorded, referred to in such Title Commitment; and (c) a Survey on which all easements and other title matters capable of being plotted have been so plotted. CITY shall have until 11:59 P.M. EST on the thirtieth (30th) day following the end of the Inspection Period to give SELLER written notice ("CITY's Title Notice") of CITY's approval or disapproval of the Title Documents, which approval or disapproval shall be in CITY's sole and absolute discretion; provided, however, that CITY shall be deemed, whether with or without written notice, to have objected to all monetary liens created by, through or under SELLER or assumed by SELLER, and taxes and assessments which are then due and payable (excluding current, non-delinquent taxes and assessments) (collectively, "Monetary Liens"). In the event that CITY's Title Notice disapproves of any matter of title shown in the Title Documents, SELLER shall have a period of thirty (30) days from the receipt of such notice to cure or remove such objections from title to the Property, and SELLER agrees to use diligent efforts to cure or remove such objections. If, at the end of said period, SELLER has been unable to cure or remove the objections, CITY shall deliver written notice to SELLER either:

- (1) accepting the title as it then is in which case the uncured objections shall be deemed Permitted Exceptions; or
- (2) extending the time for a reasonable period not to exceed 120 days within which SELLER shall use diligent effort to cure or remove the defects at SELLER's cost; or
- (3) terminating this Contract, releasing whereupon the CITY and SELLER shall be released of all further obligations under this Contract.



If CITY elects to proceed pursuant to Section 3.3(2), then SELLER shall, use diligent effort to correct defect(s) within the extended time provided. If SELLER is unable to timely correct the defect(s), CITY shall, within 10 business days after expiration of the extended time provided, deliver written notice to seller either:

- (1) accepting the title as it then is in which case the uncured objections shall be deemed Permitted Exceptions; or
  - (2) terminating this Contract, whereupon the CITY and SELLER shall be released of all further obligations under this Contract.
- 3.4 Failure of CITY to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be CITY's election to take the action described in clause (2). If this Contract is terminated pursuant to Section 3.3 above, except as otherwise provided in this Contract, SELLER and CITY will have no further obligations or rights to one another under this Contract.
- 3.5 Notwithstanding the foregoing, SELLER shall, at SELLER's sole cost and expense, remove, of record, by the time of the Closing, all liens (a) that constitute Monetary Liens and shall pay any and all associated prepayment penalties, make whole payments and defeasance costs, (b) that SELLER agreed to remove, and/or (c) arising after the Effective Date.
- 3.6 In the event that any subsequent update(s) of any Title Documents discloses any matters not set forth in the original Title Documents, then no later than ten (10) Business Days after CITY's receipt of such updated Title Documents, CITY shall have the right to approve, disapprove and require a cure of such matters in accordance with the procedures set forth in Section 3.3 above, and the provisions set forth in Section 3.3 shall apply to such new matter.

#### **ARTICLE 4** **CONVEYANCES**

- 4.1 SELLER shall convey marketable title to the Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of SELLER, free and clear of all liens and encumbrances, except those that are approved (or deemed approved) by CITY, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and current real property taxes and assessments for the year in which the sale and purchase is closed, which shall be prorated as provided for elsewhere herein (collectively, "Permitted Exceptions").
- 4.2 At closing SELLER shall also deliver to CITY the following:
- (1) A signed Seller's Affidavit in the form attached hereto as Exhibit "C";
  - (2) A signed Environmental Affidavit in the form attached hereto as Exhibit "D";
  - (3) Such other documents as shall be reasonably requested by CITY (including, but not limited to, bill of sale, general assignment of Intangible Property, certificate of title,

construction lien affidavit, owner's possession affidavit, assignment of leases (if applicable), tenant and mortgagee estoppel letters, and corrective instruments) in order for SELLER to convey marketable title to CITY and properly transfer all of the rights being sold in accordance with this Contract;

- (4) Evidence of authority to convey the Property satisfactory to CITY;
- (5) An executed closing statement setting forth the allocation of all closing costs, items to be prorated, purchase proceeds, and other customary closing disbursement allocations;
- (6) Possession of the Property as required under this Contract; and
- (7) The public disclosure certificate required by Article 13 hereof.

## **ARTICLE 5**

### **PRORATION AND ADJUSTMENT**

#### **5.1 PRORATION OF TAXES:**

5.1.1 Real estate and personal property taxes applicable to the Property shall be prorated based on the official tax bill(s) for the current year. If not paid, SELLER shall pay or provide for payment of all real estate and personal property taxes applicable to the Property for the calendar years preceding the year of closing by or at closing.

5.1.2 In the event the date of closing shall occur between January 1 and November 1, SELLER shall, in accordance with Florida Statute Section 196.295, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the Property.

5.1.3 All governmental assessments certified prior to the closing date, general or special, shall be paid by SELLER prior to or at closing, and CITY shall not be obligated to pay such assessments.

5.2 **GENERAL PRORATIONS:** At Closing, prorations of income and expenses and the apportionment of taxes (if applicable) shall be apportioned between SELLER and CITY based on a three hundred sixty-five (365) day year as of 11:59 p.m. on the day before the Closing Date on the basis that CITY owns the Property on the date of Closing. In the event of an extension of the date of Closing through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

## **ARTICLE 6**

### **EXISTING MORTGAGES, LEASES AND CONTRACTS**

6.1 **MORTGAGES:** SELLER shall obtain and furnish at SELLER's expense, not less than fifteen (15) days prior to closing, a statement or letter of estoppel from the holder of any mortgage, lien, or encumbrance affecting the title to the Property. Any estoppel letter or statement shall set forth the amount of principal, interest, and/or penalties necessary to be paid to fully discharge such mortgage, lien, or encumbrance, or to release the Property from the lien of such mortgage.

6.2 LEASES, OPTIONS, CONTRACTS AND OTHER INTERESTS:

- 6.2.1 SELLER represents and warrants to CITY that there are no party(ies) in possession other than SELLER, leases (written or oral), options to purchase or contracts for sale covering all or any part of the Property, no party(ies) having ownership of any improvements located on the Property and no party(ies) having any interest in the Property or any part hereof except as set forth on Exhibit "B." If there are none, then Exhibit "B" shall state "NONE." SELLER represents and warrants that SELLER has previously furnished to CITY copies of all written leases, options and contracts for sale, estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rate, advance rents, or security deposits paid by tenant and estoppel letters from each optionee, contract vendors and all others listed on Exhibit "B" (if any) describing in such detail as requested by CITY the nature of their respective interests. In the event SELLER is unable to obtain said estoppel letters, SELLER represents and warrants that SELLER has furnished the same information, true and correct, to CITY in the form of a SELLER's affidavit.
- 6.2.2 From the date of SELLER's execution hereof, SELLER represents and warrants to CITY that SELLER shall not enter into any lease (oral or written), option to purchase, contract for sale or grant to any person(s) (natural or artificial) any interest in the Property or any part thereof or any improvement thereon or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien, without the prior written consent of CITY which consent may be granted or withheld by CITY in its sole discretion.
- 6.2.3 SELLER agrees that it will take all necessary action, including the expenditure of all reasonable sums of money, to terminate any and all leases, rights of occupancy, options to purchase, contracts for sale and interest(s) of any other person(s) (natural or artificial) in and to the Property, so that at closing the SELLER will convey the Property to the CITY free and clear of any such items and furnish to the CITY written evidence of such termination, and provide to CITY at closing an affidavit in the form attached hereto as Exhibit "C." Further, SELLER's obligation to take such necessary action shall be a condition precedent to the closing of this transaction.

**ARTICLE 7**  
**TIME AND PLACE OF CLOSING**

- 7.1 It is agreed that this transaction shall be closed and the CITY shall pay the purchase price, as adjusted as provided herein, and execute all papers or documents necessary to be executed by CITY, and SELLER shall execute all papers or documents necessary to be executed by SELLER under the terms of this Contract, on or before the date of Closing. However, nothing contained in this Article shall act or be construed as a limitation of any sort upon CITY's rights under this Contract, including without limitation its rights under paragraph 7.2, its right to examine the Title Documents, or as a limitation of other time established in this Contract for CITY's benefit. The City Manager, without City Commission approval, may approve extensions to the time for closing.

7.2 CITY shall have no obligation to close this transaction unless the following conditions hereinafter have been satisfied or have been waived in writing by CITY:

- (1) All representations, warranties and covenants of the SELLER herein shall be true and correct as of the closing date.
- (2) Between the date of this Contract and the closing date, there shall have been no notice of intention to condemn the Property or any portion thereof.
- (3) There shall be no environmental hazards on the Property which would require CITY to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of closing.
- (4) The status of title to the Property shall not have changed in a manner which adversely affects the use of the Property for CITY's intended use or renders the title unmarketable from the date of approval of such title by the title agent and/or CITY's counsel in accordance with this Contract.
- (5) An affidavit of SELLER regarding environmental matters in the form attached as Exhibit "D" is delivered at closing.
- (6) All security codes and keys, if any, are turned over to CITY at closing.
- (7) SELLER shall have performed and complied, in all material respects, with all of the covenants and agreements contained in this Contract which are required to be performed at or prior to the date of Closing and shall have tendered all deliveries to be made by SELLER.
- (8) The Title Company shall be unconditionally committed to issue, immediately following the recording of the Deed, a title policy, with coverage in the amount of the Purchase Price, insuring CITY's fee estate in the Real Property subject only to (i) non-delinquent property taxes, (ii) the Permitted Exceptions, and (iii) any item voluntarily imposed by CITY at the Closing.
- (9) SELLER has delivered to CITY all tenant estoppel certificates required under this Contract, if any.
- (10) SELLER has delivered possession of the Property to CITY in the manner required under this Contract.

7.3 In the event any of the foregoing Conditions of Closing have not been satisfied by the thirtieth (30th) day following the expiration of the Inspection Period (the "**Anticipated Closing Date**"), CITY shall have the right, in its sole discretion, to either: (i) waive all unsatisfied Conditions of Closing and proceed to Closing without an adjustment of the Purchase Price, (ii) extend the time to cure for up to 120 days within which CITY may, but shall not be obligated to, attempt to satisfy all remaining Conditions of Closing, at SELLER's cost; or (iii) terminate this Contract by written notice given to SELLER. If the

CITY fails to provide written notice of its election on or before the fifth (5th) Business Day following the Anticipated Closing Date, such failure is deemed an election to terminate the Contract. On such termination, the parties shall have no further rights, duties or obligations under this Contract, other than those which are expressly provided to survive the termination of this Agreement; provided, however, that if any of the foregoing Conditions of Closing have not been satisfied due to a default by SELLER, then CITY's rights, remedies and obligations shall instead be determined in accordance with ARTICLE 16.

## **ARTICLE 8**

### **DOCUMENTARY STAMPS, TANGIBLE TAXES AND OTHER COSTS**

- 8.1 SELLER shall cause to be placed upon the warranty deed conveying the Property state surtax and documentary stamps as required by law. SELLER shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which CITY deems necessary to assure good and marketable title. CITY shall pay for the cost of recording the warranty deed.
- 8.2 Except as specifically provided in Section 8.1 above, all state, county, and municipal transfer taxes, documentary stamp taxes, recording charges, taxes, and all other impositions on the conveyance shall be paid in full by the SELLER. CITY is in no manner responsible for any state, federal, or other income, excise, or sales tax liabilities of SELLER.
- 8.3 SELLER shall also pay the title examination fee, and Closing Agent's closing fee if the Closing Agent performs closing services for SELLER, such as, but not limited to, preparation or review of closing documents, and legal fees and expenses incurred by SELLER, and cost of endorsements, if any, required to insure over any matter of title which Seller is obligated or has agreed to remove or cure pursuant to this Contract.
- 8.4 CITY shall pay for the cost of recording the deed, the cost of obtaining the Title Commitment, the cost of all title insurance and endorsement premiums desired by CITY, Survey costs and legal fees and expenses incurred by CITY.

## **ARTICLE 9**

### **SPECIAL ASSESSMENT LIENS**

- 9.1 Liens for Special Assessment shall be paid by SELLER prior to closing or credited to CITY, as provided below.

The amount of certified, confirmed, and ratified special assessment liens imposed by public bodies as of Closing shall be discharged by SELLER prior to closing, and SELLER shall exhibit appropriate receipts, satisfactions, or releases proving such payment, or in the alternative SELLER shall cause lien(s) to be satisfied out of the proceeds of sale received by SELLER at closing.

Pending liens as of Closing shall be assumed by CITY with an appropriate credit given to CITY against the purchase price. At such time as the final amount of said lien is determined or certified and said amount is less than the amount of the pending lien, the difference in amounts shall be refunded to SELLER; if the final amount is greater than the amount of

the pending lien, SELLER shall pay the difference in amounts to the CITY on the CITY's demand.

#### **ARTICLE 10** **SURVEY**

- 10.1 CITY, at CITY's expense, within the time allowed to deliver CITY'S Title Notice, may have the Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Property or that improvements located on the Property encroach on setback lines, easements, or lands of others, or violate any restrictions, Contract covenants, or applicable governmental regulations, the encroachment shall constitute a title defect.

#### **ARTICLE 11** **MECHANICS' LIENS**

- 11.1 SELLER represents and warrants to CITY that as of the Effective Date and as of closing, there are no claims or potential claims for mechanics' liens, either statutory or at common law, and that neither SELLER nor SELLER's agent has caused to be made on the Property within ninety (90) days immediately preceding the date of this Contract any improvement which could give rise to any Mechanics' Lien. In addition, SELLER represents and warrants to CITY that neither SELLER nor SELLER's agent shall cause any improvement to be made on the Property between the date of full execution of this Contract and Closing, which could give rise to any Mechanic's Lien for which any bills shall remain unpaid at Closing. SELLER shall furnish to CITY at time of closing an affidavit, in the form attached as Exhibit "C," attesting to the absence, unless otherwise provided, of any financing statement, claim of lien, or potential lienors known to seller, and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of Closing.
- 11.2 If any improvements have been made within said ninety (90) day period, SELLER shall deliver releases or waiver of all mechanics' liens executed by all general contractors, subcontractors, suppliers and material persons in addition to SELLER's mechanic lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material persons, further affirming that all charges for improvements or repairs, which could serve as a basis for a construction lien or a claim for damages, have been paid or will be paid at the Closing on this Contract.

#### **ARTICLE 12** **TIME OF THE ESSENCE**

- 12.1 Time is of the essence throughout this Contract. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein that end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next Business Day. For purposes of this Contract, "Business Day" shall mean any day which is not a Saturday, Sunday or nationally-recognized holiday on which federally chartered banks in the county in which the Real Property is located are open for business.

**ARTICLE 13**  
**PUBLIC DISCLOSURE**

- 13.1 SELLER represents and warrants the names and addresses of every person or firm having a beneficial interest in the Property is as follows:

**Seller, please list names and addresses here**

OT Property Group, LLC  
2125 E Atlantic Blvd.  
Pompano Beach, FL 33062

Cavache Properties, LLC  
2125 E Atlantic Blvd.  
Pompano Beach, FL 33062

SELLER further agrees that at least ten (10) days prior to closing, in accordance with Section 286.23, Florida Statutes, SELLER shall make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the name and address of SELLER and the name and address of every person having any beneficial interest in the Property.

**ARTICLE 14**  
**BROKER'S COMMISSION**

- 14.1 SELLER and CITY represent and warrant that each has dealt with no broker, other than Adache Real Estate, LLC, as the SELLER's broker who will be paid by SELLER through a separate listing agreement. SELLER agrees to hold CITY harmless from any claim or demand for commissions made by or on behalf of any broker or agent of SELLER in connection with this sale and purchase. SELLER agrees to pay all real estate commissions in connection with this transaction.

**ARTICLE 15**  
**ASSIGNMENT**

- 15.1 This Contract, or any interest in this Contract, shall not be assigned, transferred, or otherwise encumbered under any circumstances by SELLER or CITY without the prior written consent of the other and only by a document executed with the same formality and of equal dignity to this Contract.

**ARTICLE 16**  
**DEFAULT**

- 16.1 If the sale and purchase of the Property is not consummated as a result of a default by SELLER under this Contract, then the CITY shall have the right to, at its sole and exclusive remedy, (a) terminate this Contract at CITY's election, upon written notice to SELLER and be reimbursed by SELLER for CITY's actual and documented out-of-pocket third-party costs incurred by CITY in connection with the transaction contemplated by this Contract, or (b) seek specific performance against SELLER, or (c) if and only if specific performance is not available due to an intentional act of SELLER, such as the conveyance of the Property to a third party, CITY shall have the right, in addition to the remedy in clause (a), to sue Seller for damages. If the sale and purchase of the Property is not

consummated as a result of a default by CITY under this Contract, SELLER shall have the right, as its sole and exclusive remedy, to terminate this Contract at SELLER's election, upon written notice to CITY, and be reimbursed by CITY for SELLER's actual and documented out-of-pocket third-party costs incurred by SELLER in connection with the transaction contemplated by this Contract, but not to exceed \$25,000.

**ARTICLE 17**  
**PERSONS BOUND**

- 17.1 The benefits and obligations of the covenants in this Contract shall inure to and bind the respective heirs, personal representatives, successors, and assigns (where assignment is permitted) of the Parties. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**ARTICLE 18**  
**SURVIVAL OF COVENANTS AND SPECIAL COVENANTS**

- 18.1 The covenants and representations in this Contract shall survive delivery of deed and possession.

**ARTICLE 19**  
**WAIVER, GOVERNING LAW AND VENUE AND ATTORNEY'S FEES**

- 19.1 Failure of either party to insist upon strict performance of any covenant or condition of this Contract, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Contract shall be waived or modified except by the Parties in writing.
- 19.2 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, SELLER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- 19.3 In any litigation, including breach, enforcement, or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Section, shall



include SELLER, CITY, and any brokers acting in agency or non-agency relationships authorized by Chapter 475, Florida Statutes, as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses. This section shall survive delivery of deed and possession.

## **ARTICLE 20**

### **MODIFICATION**

- 20.1 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Contract, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.
- 20.2 It is further agreed that no modification, amendment, or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity with this Contract.

## **ARTICLE 21**

### **CONTRACT EFFECTIVE**

- 21.1 This Contract or any modification, amendment or alteration shall not be effective or binding upon any of the Parties until it is approved by the CITY Commissioners and executed by the CITY's Mayor, Manager, and attested to by City Clerk and approved as to form by City Attorney.

## **ARTICLE 22**

### **ENVIRONMENTAL CONTAMINATION**

- 22.1 In the event that the environmental audit provided for in Section 2.3.2 above results in a finding that environmental contamination of the Property is present or suspected or a recommendation that a Phase 2 audit be conducted, or if there has been environmental contamination of the Property between the Effective Date and the closing, the CITY, at its sole discretion, may: (1) elect to terminate this Contract without further liability; or, (2) obtain a cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of any environmental contamination and notify SELLER of the cost estimate in writing, in which event the SELLER shall have the option of:
- (1) cleaning up the environmental contamination itself; or
  - (2) reducing the purchase price of the Property by the amount of the cost estimate; or
  - (3) terminating the contract with no further liability on the part of either party.
- 22.2 In the event that environmental contamination is discovered after closing, and it is determined that said contamination occurred prior to closing or is otherwise attributable to SELLER's ownership or use of the subject property prior to and up to the time of closing,

SELLER shall remain obligated, with such obligation to survive delivery of the deed and possession by CITY, to diligently pursue and accomplish the clean-up of the environmental contamination.

- 22.3 In the event that SELLER undertakes any environmental remediation pursuant to Sections 22.1 or 22.2, all such remediation shall be done in a manner consistent with all applicable laws, rules, regulations and ordinances, and at SELLER's sole cost and expense. SELLER shall indemnify and save harmless and defend CITY, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from the environmental contamination. SELLER shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the CITY as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which the environmental contamination is alleged to be a contributing legal cause. SELLER shall save the CITY harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation, or defense, which may be entered, incurred or assessed.
- 22.4 SELLER represents and warrants to CITY that as of the Effective Date and as of closing that neither SELLER, nor to the best of SELLER's knowledge any third party, has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property.

### **ARTICLE 23**

#### **RADON GAS**

- 23.1 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.

### **ARTICLE 24**

#### **FURTHER UNDERTAKING**

- 24.1 The Parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Contract.

### **ARTICLE 25**

#### **NOTICES**

- 25.1 Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx or UPS, and forwarded to the representative and mailing address set forth below until changed by written notice in

accordance with this Article and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given (a) on the same date as the date in which such notice is delivered personally or sent by electronic mail, (b) on the date that is three (3) Business Days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) on the date that is one (1) Business Day after the date on which such notice is sent by overnight courier services (such FedEx or any other national courier service).

FOR CITY Before and After Closing:

Gregory P. Harrison, City Manager  
100 W Atlantic Blvd, 4<sup>th</sup> Floor  
Pompano Beach, Florida 33060  
Email: [Greg.Harrison@copbfl.com](mailto:Greg.Harrison@copbfl.com)

FOR SELLER Before and After Closing:

Adam Adache  
OT Property Group, LLC  
2125 E Atlantic Blvd.  
Pompano Beach, FL 33062  
Email: [adam@cavacheproperties.com](mailto:adam@cavacheproperties.com)

**ARTICLE 26**  
**EXECUTION**

- 26.1 This document, consists of twenty-nine (29) pages including Exhibits "A," "B," "C," and "D". If the Contract for Sale and Purchase is executed in two (2) counterparts, (excluding the exhibits) each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: OT Property Group, LLC, signing by and through its Manager, Cavache Properties, LLC, duly authorized to execute same, and CITY, through its Commissioners, signing by and through its Mayor, Manager and Clerk, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Resolution No. \_\_\_\_\_.

**SELLER**

**OT PROPERTY GROUP, LLC**

By Its Sole Manager, Cavache Properties, LLC

By \_\_\_\_\_

Adam D. Adache, Managing Member

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

20 day of November, 2025.

STATE OF FLORIDA )

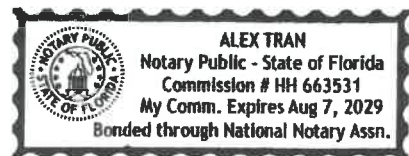
) SS.

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25<sup>th</sup> day of November, 2025, by Adam D. Adache, as Managing Member of Cavache Properties, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this 25<sup>th</sup> day of November, 2025.

(SEAL)



My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

ALEX TRAN  
(Typed or printed name)

HH 663531  
Commission Number

**"CITY"**

**WITNESSES:**

**CITY OF POMPANO BEACH**

\_\_\_\_\_

BY: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

BY: \_\_\_\_\_  
GREGORY P. HARRISON  
CITY MANAGER

DATED: \_\_\_\_\_

\_\_\_\_\_  
KERVIN ALFRED  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 1, 2, 3, 19, 20 AND 21 BLOCK 2 OF SMOAKS ADDITION TO  
POMPANO, TOGETHER WITH THE VACATED 14 FOOT ALLEY LYING  
BETWEEN SAID LOTS, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF  
BROWARD COUNTY, FLORIDA.

FOLIO/PARCEL ID# 4842 35 25 0080

Address: 134 NE 3<sup>rd</sup> Street, Pompano Beach, FL 33060  
a/k/a NE 2 Street, Pompano Beach, FL 33062

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

Property Address	NE 2 STREET, POMPANO BEACH FL 33060	ID #	4842 35 25 0080
Property Owner	OT PROPERTY GROUP LLC	Millage	1511
Mailing Address	2125 E ATLANTIC BLVD POMPANO BEACH FL 33062	Use	70-01
Abbreviated Legal Description	SMOAKS ADD TO POMPANO 5-10 PB LOTS 1,2,3,19,20,21 & VAC'D 14' ALLEY LYING BETWEEN SAID LOTS BLK 2		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.



#### IT'S IMPORTANT THAT YOU KNOW:

The 2026 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

#### Property Assessment Values

[Click here to see 2025 Exemptions and Taxable Values as reflected on the Nov. 1, 2025 tax bill.](#)

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026	\$815,140		\$815,140	\$815,140	
2025	\$815,140		\$815,140	\$815,140	
2024	\$815,140		\$815,140	\$815,140	\$16,711.27

#### 2026 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$815,140	\$815,140	\$815,140	\$815,140
Portability	0	0	0	0
Assessed/SOH	\$815,140	\$815,140	\$815,140	\$815,140
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$815,140	\$815,140	\$815,140	\$815,140

#### Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN
5/7/2023	SW*-D	\$8,400,000	118851165
10/1/1971	WD	\$68,000	4634 / 816

#### Land Calculations

Price	Factor	Type
\$20.00	40,757	SF
Adj. Bldg. S.F.		

\* Denotes Multi-Parcel Sale (See Deed)



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Property Id: 484235250080





**EXHIBIT "B"**

**LEASES, OPTIONS, CONTRACTS  
AND OTHER INTERESTS**

**NONE**

**EXHIBIT "C"**

**AFFIDAVIT**

**(No-Lien, Non-Foreign Status, 1099)**

STATE OF FLORIDA:  
COUNTY OF BROWARD:

**DATE OF CLOSING:** \_\_\_\_\_, 20\_\_

**FILE:**

**BEFORE ME**, the undersigned authority personally appeared the undersigned Affiant, \_\_\_\_\_, who after being duly sworn, depose on oath and say:

1. That OT Property Group, LLC, (Owner) is/are the owner(s) of the following described property, to wit:

**FOLIO NO. 4842 35 25 0080**

2. ( ) Said property is the principal residence of the Affiant; or

( x ) Affiant presently resides at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and the property is not the homestead of Affiant, and the said property is not occupied by tenants or any other parties except as follows: NONE.

3. That the above-described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, including real estate and personal property taxes for the year 20\_\_; and except for the mortgage(s), if any, as follows: NONE.

4. That there have been no improvements, alterations or repairs to the above-described property for which the costs thereof remain unpaid, and that there are no claims for labor or materials furnished for repairing or improving the same which remain unpaid, except the following: NONE.

5. That there are no mechanic's, materialmen's or laborer's liens against the above-described property.

6. That the personal property on the said premises, and which if any, is being sold to the purchaser mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.

7. The Affiant knows of no violations of county or municipal ordinances pertaining to the above-described property.

8. (X) That this affidavit is also made for the purpose of inducing Guaranteed Florida Title, Escrow and Abstract, Inc. and its Underwriter to issue a policy of title insurance on this Property.

9. That no judgment or decree has been entered in any court of the states of the United States against the Affiant, and which remains unsatisfied, and that Affiant has no present plan to file proceedings under the bankruptcy laws, nor are there any other claims of any kind filed, or fileable that would adversely affect the title to the subject Property.

10. Subsequent to \_\_\_\_\_, Affiant has not and hereby agrees and represents that Affiant will not execute any instrument or do any act whatsoever that in any way would or may affect the title to the property, including but not limited to, the mortgaging or conveying of the property or any interest therein, or causing any liens to be recorded against the property of Affiant.

11. That none of the restrictions, agreements, covenants, easements, declarations or other matters affecting title to the property have been violated or encroached upon as of the date of this affidavit, and that there are no outstanding taxes, levies, assessments, maintenance charges, utility bills or other charges, or liens against the property, other than the following: NONE.

12. Affiant is/are not a non-resident alien for purposes of United States income taxation, nor a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

13. Affiant's Social Security Number(s) or United States Employer Identification Number(s) is/are:

Social Security No. \_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_

14. Affiant understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punishable by fine, imprisonment, or both.

15. Section 5045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099 will be produced, and a copy of it will be furnished to the Internal Revenue Service and to you no later than January 31 of the next year, and a copy may be sent to third parties. If you fail to furnish adequate information (in particular, a taxpayer identification number), then you will be subject to all Internal Revenue Service regulations, including the possible withholding of twenty percent (20%) of the current sales price.

As to paragraph numbers 2 and 8, only those portions marked by an "X" are applicable. "Affiant" is used for the singular or plural.

Affiant agrees to indemnify and hold the City of Pompano Beach, Guaranteed Florida Title, Escrow and Abstract, Inc. and its Underwriter (collectively, "Relying Parties") harmless from all liability, including reasonable attorney's fees and costs, for any and all false statements and/or misrepresentations contained herein, or in the event of any liability imposed on the Relying Parties based upon its reliance upon this affidavit. In the event the Relying Parties are required to use the services of an attorney to defend itself in any claim made against it, Affiant agrees to pay all attorney's fees and costs, whether or not suit is brought.

Under penalties of perjury, I/we declare that I/we have examined this certification and to the best of my/our knowledge and belief it is true, correct, and complete, and I/we further declare that I/we understand that the taxpayer identification number above, will appear on a Form 1099 that will be sent to me/us and the Internal Revenue Service.

**AFFIANT:**

\_\_\_\_\_(SEAL)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida Limited Liability Company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Commission Number)

**EXHIBIT D**

**ENVIRONMENTAL AFFIDAVIT**

**STATE OF FLORIDA        )**  
**) SS.**

**COUNTY OF BROWARD )**

BEFORE ME, the undersigned authority, personally appeared Adam D. Adache, who, being by me first duly sworn on oath, depose(s) and say(s):

This Affidavit is made this \_\_\_\_ day of \_\_\_\_\_ pursuant to a Contract for Sale and Purchase ("Contract") made as of \_\_\_\_\_, by and between OT Property Group, LLC, hereinafter called SELLER and CITY OF POMPANO BEACH, acting by and through its CITY Commissioners, hereinafter called CITY, pertaining to property known as folio 4842 35 25 0080, and being in Broward County, Florida (the "Property").

In order to induce CITY to purchase the Property, SELLER hereby represents and warrants to CITY as follows:

1. To the best of the SELLER's knowledge there are no environmental hazards on the Property which would require CITY to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of closing.
2. SELLER is not aware of any event of environmental contamination of the Property occurring between the Effective Date of the Contract and the Closing.
3. SELLER represents and warrants to CITY that as of the effective date of the Contract and as of closing that neither SELLER, nor to the best of SELLER's knowledge any third party, has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Property during the time in which SELLER owned the Property.
4. SELLER represents and warrants the truth and accuracy of all matters hereinabove set forth and agrees to and shall defend, indemnify and hold harmless CITY and its successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses and fees (including without limitation reasonable attorney's and appellate attorney's fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in the above Affidavit or the breach of any representation or warranty herein made.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature Witness 1

ALEX TRAN  
Print/Type Name Witness 1

Monico B Adache  
Signature Witness 2

Monico B Adache  
Print/Type Name Witness 2

**SELLER**

**OT PROPERTY GROUP, LLC**

By Its Sole Manager, Cavache Properties, LLC

[Signature]  
By Adam D. Adache,  
Managing Member

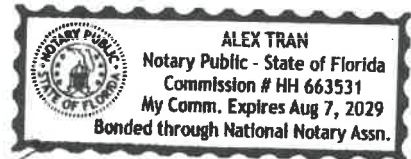
20 day of November, 2025.

STATE OF FLORIDA       )  
  ) SS.  
COUNTY OF BROWARD   )

The foregoing instrument was acknowledged before me, by means of ☒ physical presence  
or ☐ online notarization, this 20<sup>th</sup> day of November, 2025, by Adam D. Adache, as  
Managing Member of Cavache Properties, LLC, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this 20<sup>th</sup> day of November, 2025.

(SEAL)



My Commission Expires:

[Signature]  
Signature of Notary Public

ALEX TRAN  
(Typed or printed name)

HH663531  
Commission Number