

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN BROWARD COUNTY AND MARK GASCH AND ANGELA GASCH

This Second Amendment ("Second Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Mark Gasch and Angela Gasch, a married couple, ("Purchaser") (collectively, the "Parties").

RECITALS:

- A. On January 25, 2022, the Parties entered into a Purchase and Sale Agreement ("Agreement") for Purchaser to purchase from County a certain parcel of land located at NW 38th Street, Davie, FL 33024 ("Parcel").
- B. On March 30, 2022, the Parties entered into a First Amendment to the Agreement extending the Closing Date to May 31, 2022.
- C. The Parties desire to further amend the Agreement to correct the legal description of the Parcel.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein. All capitalized terms not expressly defined within the Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
3. This Second Amendment shall be effective as of the date it is fully executed by the Parties.
4. Section 1 of the Agreement is hereby amended to read as follows:
 1. Purchase and Sale of Property. Subject to and in accordance with the terms of this Agreement, the Seller agrees to sell, assign, and convey to the Purchaser, and the Purchaser agrees to purchase and assume from the Seller, the following property (collectively, the "Property"): All of the Seller's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and the State of Florida, as more particularly described in Exhibit A, attached to and made a part of this Agreement, which consists of approximately ~~34,042~~ 34,025 gross square feet of residentially zoned land.

5. **Exhibit A of Agreement.** Exhibit A to the Agreement, which includes the sketch and legal description of the Parcel, is hereby deleted and replaced in its entirety with **Exhibit A** attached hereto and incorporated herein.
6. **Exhibit B of Agreement.** Exhibit B to the Agreement, which includes the Quitclaim Deed conveying the Parcel to Purchaser, is hereby deleted and replaced in its entirety with **Exhibit B** attached hereto and incorporated herein.
7. Purchaser acknowledges that, through the date hereof, it has no claims against the County with respect to any of the matters covered by the Agreement, as amended, and it has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended.
8. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force.
9. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original. No modification, amendment, or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the Parties hereto. If there is any conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall control.
10. This Second Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Agreement and this Second Amendment.
11. Each individual executing this Second Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment on the respective dates: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2022 (Agenda Item #___), and PURCHASER, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____, 20 ____.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Christina A. Blythe (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN
BROWARD COUNTY AND MARK GASCH AND ANGELA GASCH**

PURCHASER

WITNESSES:

[Signature]

Witness 1 Signature

JARED ANTON

Witness 1 Printed/Typed Name

Dave T. Stanish

Witness 2 Signature

DANE T. STANISH

Witness 2 Printed/Typed Name

[Signature]

Mark Gasch

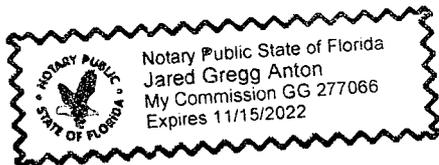
[Signature]

Angela Gasch

5 day of April, 2020

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5 day of April, 2020 by Mark Gasch and Angela Gasch, who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.



NOTARY PUBLIC:

Signature: [Signature]

Print Name: _____

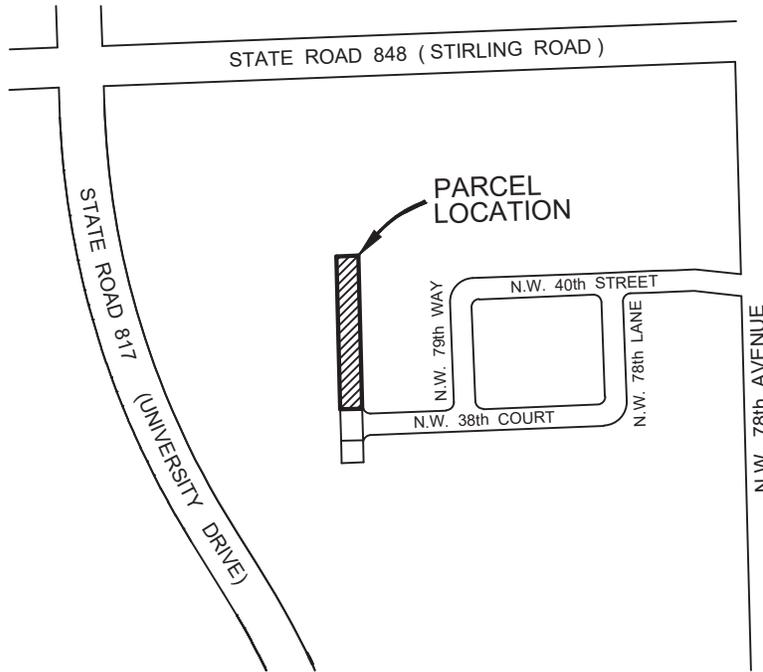
State of Florida at Large (Seal)

My commission expires:

EXHIBIT "A"

SHEET 1 OF 4

SECTION 03, TOWNSHIP 51 SOUTH, RANGE 41 EAST



LOCATION SKETCH
BROWARD COUNTY, FLORIDA
NOT TO SCALE

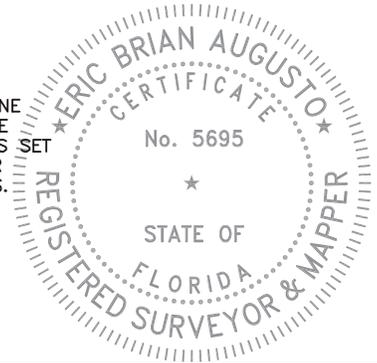
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION CONSISTING OF SHEETS ONE THROUGH FOUR IS TRUE, CORRECT AND COMPLETED ON 08-27-14 AND IS DONE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Eric B Augusto

Digitally signed by Eric B Augusto
Date: 2022.03.24 16:03:41 -04'00'

ERIC B. AUGUSTO
PROFESSIONAL SURVEYOR & MAPPER NO. LS 5695
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



NOTE:

- 1) BEARINGS ARE BASED ON THE WEST LINE OF SECTION 03, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS SHOWN ON THE PLAT "STIRLING MEADOWS", RECORDED IN PLAT BOOK 165, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; HAVING A BEARING OF N 01°26'34" W.
- 2) UNDERGROUND UTILITIES AND IMPROVEMENTS WERE NOT LOCATED.
- 3) DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 4) REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS INDICATED OTHERWISE.

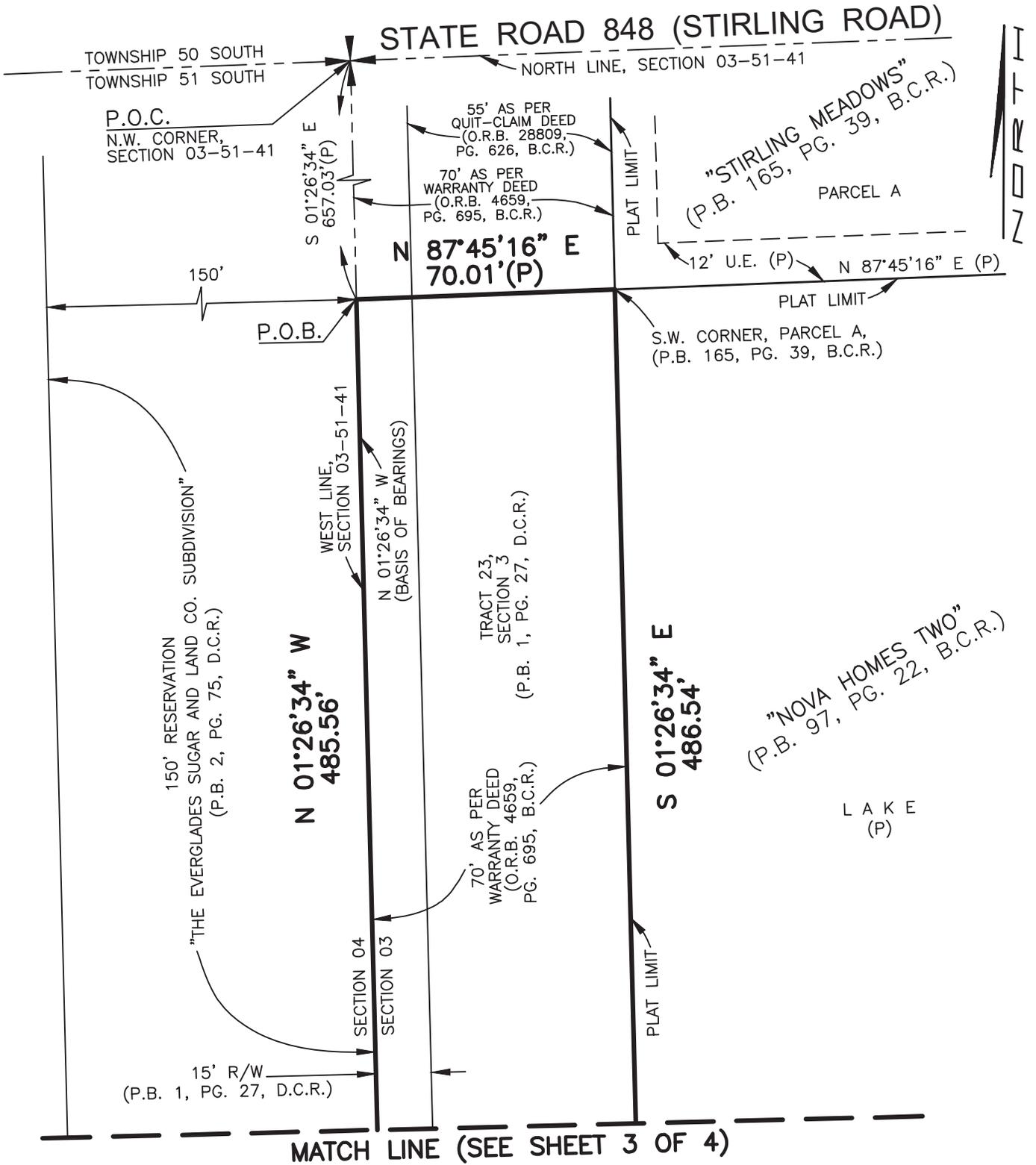
THIS IS NOT A SURVEY,
but only a graphic depiction of the description shown hereon or attached hereto. There are no monuments set in connection with the preparation of the information shown hereon. Broward County makes no representation or guarantees as to the information shown hereon pertaining to easements, rights-of-ways, setback lines, reservations agreements, etc., nor is it the intent of this instrument to reflect all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

LEGEND:

B.C.R. = BROWARD COUNTY RECORDS	P.C. = POINT OF CURVATURE
D.C.R. = DADE COUNTY RECORDS	PG. = PAGE
N.I.E.E. = NON-INGRESS & EGRESS EASEMENT	P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK	P.O.C. = POINT OF COMMENCEMENT
(P) = PLAT	P.O.T. = POINT OF TANGENCY
P.B. = PLAT BOOK	R/W = RIGHT-OF-WAY
	U.E. = UTILITY EASEMENT

2.		
1. 03/24/22	REVISE BOUNDARY	EBA/JSH
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	JSH	08/27/14	F. Guiliano	08/27/14	E:\RW\ROW\Parcel Sketches\NW 38 Court at Davie\Parcel 1\Cover Sheet & Legal Description.dwg



2.		
1.	03/24/22	REVISE BOUNDARY
	DATE	REVISIONS
		BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
1" = 40'	JSH	08/27/14	F. Guiliano	08/27/14	E:\RW\ROW\Parcel Sketches\NW 38 Court at Davie\Parcel 1\Sheets 2-3.dwg

MATCH LINE (SEE SHEET 2 OF 4)

150' RESERVATION
"THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION"
(P.B. 2, PG. 75, D.C.R.)

WEST LINE,
SECTION 03-51-41

N 01°26'34" W
485.56'

TRACT 23,
SECTION 3
(P.B. 1, PG. 27, D.C.R.)

PLAT LIMIT

70' AS PER
WARRANTY DEED
(O.R.B. 4659,
PG. 695, B.C.R.)

S 01°26'34" E
486.54'

L A K E
(P)

"NOVA HOMES TWO"
(P.B. 97, PG. 22, B.C.R.)

SECTION 04
SECTION 03

TRACT 24,
SECTION 3
(P.B. 1, PG. 27, D.C.R.)

15' R/W
(P.B. 1, PG. 27, D.C.R.)

10' U.E. (P)
5' N.I.E.E. (P)

BLOCK 1

150'

P.C.

LOT
23

LOT
22

S 88°33'26" W
70.00'

TRACT 24,
SECTION 3
(P.B. 1, PG. 27,
D.C.R.)

PLAT LIMIT

N.W. 38th COURT
50' R/W (P)

10' U.E. (P)
R/W LINE

2.		
1.	03/24/22	REVISE BOUNDARY
	DATE	REVISIONS
		BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
1" = 40'	JSH	08/27/14	F. Guiliano	08/27/14	E:\RW\ROW\Parcel Sketches\NW 38 Court at Davie\Parcel 1\Sheets 2-3.dwg

LEGAL DESCRIPTION:

A PORTION OF "A.J. BENDLE'S SUBDIVISION OF SECTIONS 3 AND 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST" (PLAT BOOK 1, PAGE 27, DADE COUNTY RECORDS) IN THE NORTHWEST ONE-QUARTER OF SECTION 03, TOWNSHIP 51 SOUTH, RANGE 41 EAST, DESCRIBED IN A WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4659, PAGE 695, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 03; THENCE S 01°26'34" E, ALONG THE WEST LINE OF SAID SECTION 03, 657.03 FEET TO THE POINT OF BEGINNING; THENCE N 87°45'16" E, 70.01 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" OF "STIRLING MEADOWS", AS RECORDED IN PLAT BOOK 165, PAGE 39, BROWARD COUNTY RECORDS; THENCE S 01°26'34" E, ALONG THE WEST BOUNDARY OF "NOVA HOMES TWO", AS RECORDED IN PLAT BOOK 97, PAGE 22, BROWARD COUNTY RECORDS, 486.54 FEET TO THE POINT OF CURVATURE OF A 25 FOOT RADIUS CURVE ON THE WEST LINE OF LOT 23, BLOCK 1, OF SAID PLAT; THENCE S 88°33'26" W, 70.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 03; THENCE N 01°26'34" W, ALONG SAID WEST LINE OF SECTION 03, 485.56 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINS 34,025 SQUARE FEET (0.7811 ACRES), MORE OR LESS.

3.		
2.		
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DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	JSH	08/27/14	F. Guiliano	08/27/14	E:\RW\ROW\Parcel Sketches\NW 38 Court at Davie\Parcel 1\Cover Sheet & Legal Description.dwg

EXHIBIT B

Return recorded copy to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Christina A. Blythe, Assistant County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5141-0301-0940

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.35(2), Florida Statutes)

THIS QUITCLAIM DEED is made this ____ day of _____, 2022, by BROWARD COUNTY, a political subdivision of the State of Florida (“Grantor”), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Mark Gasch and Angela Gasch, a married couple (“Grantee”), whose address is 7927 NW 38th Court, Davie, Florida 33024.

(The terms “Grantor” and “Grantee” as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor’s rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A, attached hereto and made a part hereof (the “Property”).

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 2022 and all subsequent years.

IN WITNESS WHEREOF, Grantor 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.

GRANTOR

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____, 20____

(Official Seal)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Christina A. Blythe (Date)
Assistant County Attorney

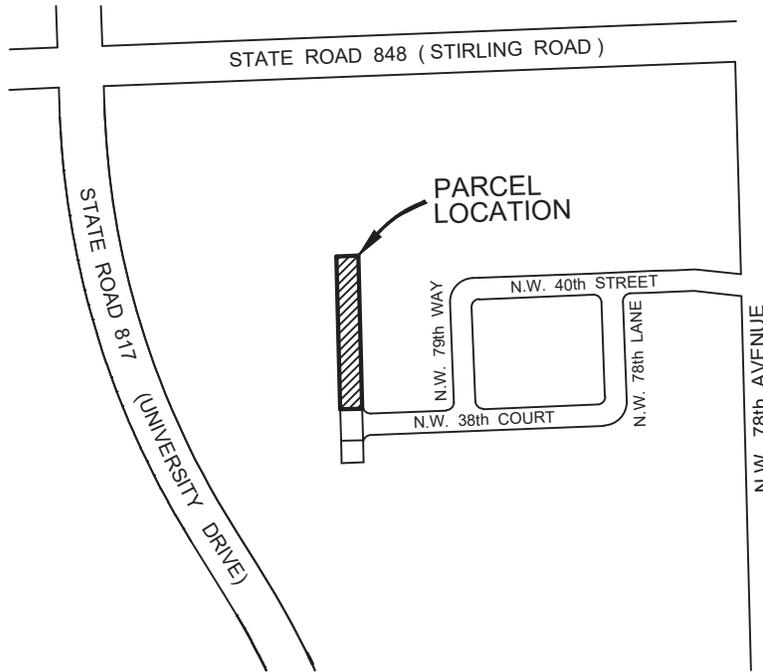
By: _____
Annika E. Ashton (Date)
Deputy County Attorney

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT "A"

SHEET 1 OF 4

SECTION 03, TOWNSHIP 51 SOUTH, RANGE 41 EAST



LOCATION SKETCH
BROWARD COUNTY, FLORIDA
NOT TO SCALE

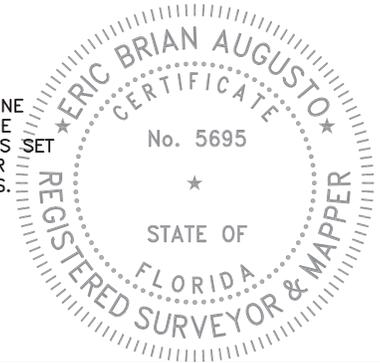
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Eric B Augusto

Digitally signed by Eric B Augusto
Date: 2022.03.24 16:03:41 -04'00'

ERIC B. AUGUSTO
PROFESSIONAL SURVEYOR & MAPPER NO. LS 5695
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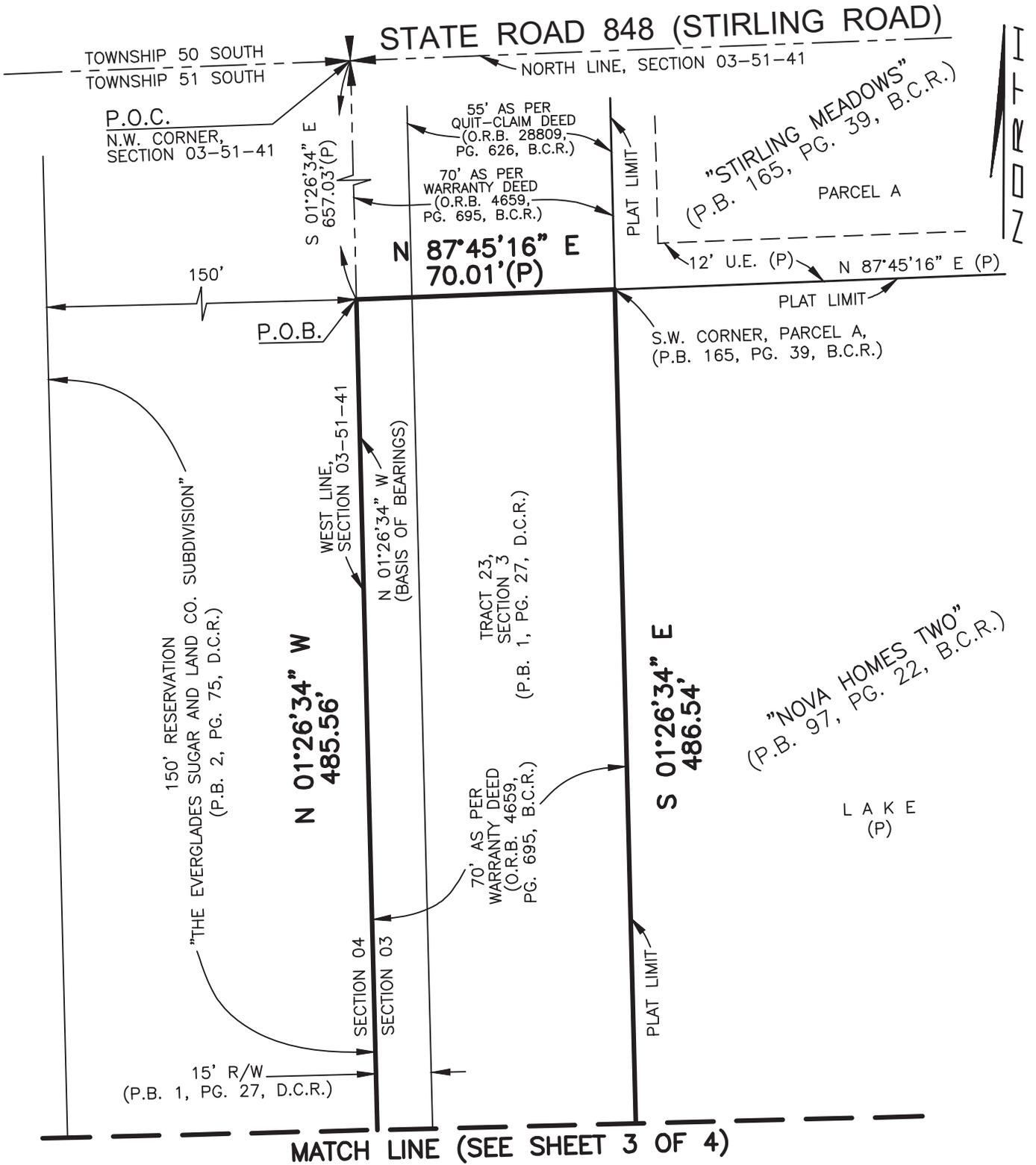
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	U.E. = UTILITY EASEMENT

2.		
1. 03/24/22	REVISE BOUNDARY	EBA/JSH
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	JSH	08/27/14	F. Guiliano	08/27/14	E:\RW\ROW\Parcel Sketches\NW 38 Court at Davie\Parcel 1\Cover Sheet & Legal Description.dwg



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MATCH LINE (SEE SHEET 2 OF 4)

150' RESERVATION
"THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION"
(P.B. 2, PG. 75, D.C.R.)

WEST LINE,
SECTION 03-51-41

N 01°26'34" W
485.56'

TRACT 23,
SECTION 3
(P.B. 1, PG. 27, D.C.R.)

PLAT LIMIT



L A K E
(P)

70' AS PER
WARRANTY DEED
(O.R.B. 4659,
PG. 695, B.C.R.)

S 01°26'34" E
486.54'

"NOVA HOMES TWO"
(P.B. 97, PG. 22, B.C.R.)

SECTION 04
SECTION 03

TRACT 24,
SECTION 3
(P.B. 1, PG. 27, D.C.R.)

15' R/W
(P.B. 1, PG. 27, D.C.R.)

10' U.E. (P)
5' N.I.E.E. (P)

BLOCK 1

150'

P.C.

LOT
23

LOT
22

S 88°33'26" W
70.00'

TRACT 24,
SECTION 3
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