



SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN EDISON WHEELER AND BROWARD COUNTY

This Second Amendment ("Second Amendment") is entered into between EDISON WHEELER, a single man ("Seller"), and BROWARD COUNTY, a political subdivision of the State of Florida ("Purchaser") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into a Purchase and Sale Agreement dated May 6, 2025 (the "Original Agreement"), which sets forth the terms and conditions of the sale of property located in Broward County, Florida, identified by folio numbers 5042 05 06 0790, 5042 05 06 0840, 5042 05 06 0850, and 5042 05 06 1000 and as more fully described in Exhibit A attached hereto and incorporated herein.

B. The Original Agreement was amended by a First Amendment, dated September 5, 2025, which extended the Inspection Period through and including October 6, 2025. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to reduce the purchase price of the Property by \$35,000, from \$2,100,000 to \$2,065,000.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 2.1 of the Agreement is amended as follows:

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is ~~TWO MILLION, ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,100,000)~~ **TWO MILLION, SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$2,065,000)** (the "Purchase Price").

4. Closing. The Parties acknowledge and agree that the Closing Date, as set forth in Section 10 of the Agreement, remains unchanged and in full force and effect.

5. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as

amended herein by 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 hereof that are not contained in the Agreement as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. Seller acknowledges that through the date this Second Amendment is executed by Seller, Seller has no claims or disputes against Purchaser with respect to any of the matters covered by the Agreement.

8. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

9. This Second Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2025; and EDISON WHEELER duly authorized representative.

PURCHASER

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

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

By _____
Christina A. Price (Date)
Senior Assistant County Attorney

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

CAP
Second Amendment – Edison Wheeler PSA
10/06/2025
#1192844v2

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN EDISON WHEELER
AND BROWARD COUNTY**

SELLER:

WITNESSED BY:

EDISON WHEELER, a single man

By: _____

Name: _____

Title: _____

Name: _____

Name: _____

____ day of _____, 20__

STATE OF)

)

COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2025, by
_____, who is personally known to me or who has
produced _____ as identification and who did (did not) take
an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires:

EXHIBIT A
THE PROPERTY

WASHINGTON PARK THIRD ADD 21-43 B LOTS 1 THRU 5 LESS POR OF LOT 5 DESC AS BEG SW COR LOT 5,N 20, NE 92.61,NE 34.65 TO NE COR OF SAID LOT,SLY 19.16 TO P/C,SLY & WLY ARC DIST OF 39.11 TO P/T, WLY 92.63 TO POB BLK 19

Together with
WASHINGTON PARK THIRD ADD 21-43 B LOT 7 LESS S 20 & LESS PT INC IN PARCEL 45 OF CA 99-16673 BLK 19

Together with
WASHINGTON PARK THIRD ADD 21-43 B LOT 8 LESS BEG AT SE COR OF LOT 8,W 50,N 17.24,ELY 48.07,ELY 2.03,SLY 20 TO POB & LESS PART DESC'D IN PAR 45,CA 99-16673 FOR ADD'L R/W BLK 19

and
WASHINGTON PARK THIRD ADD 21-43 B LOT 25 BLK 19