

DOCUMENT ROUTING FORM

4 each *CMO 7/22/2013*
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NAME OF DOCUMENT: **NORTHWEST COMMERCIAL REDEVELOPMENT / PHASE II
7TH AMENDMENT TO DEVELOPMENT AGREEMENT;
2ND AMENDED & RESTATED ASSIGNMENT, ASSUMPTION AND
CONSENT**

Approved Comm. Mtg. on JULY 2, 2013 CAR#13-0914

ITEM: M- PH- O- CR-5 R-

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: *Alfred*
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ N/A Dept./Div. _____

FUNDING SOURCE: Index/Sub-object N/A Project # N/A

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Harry A. Stewart _____ Cole Copertino _____ Robert B. Dunckel XX
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____
Carrie Sarver _____ DJ Williams-Persad _____

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards 3 of each original documents to Denise Jones

Copy of document to _____ Original Route form to _____
 Attach _____ certified copies of Reso. # _____ Fill-in date

2013 JUL 11 PM 1:20
CITY ATTORNEY'S OFFICE

8/7

rc

**SEVENTH AMENDMENT
TO
LAND DISPOSITION, DEVELOPMENT AND MANAGEMENT AGREEMENT
(DEVELOPMENT AGREEMENT)**

THIS SEVENTH AMENDMENT to the Development Agreement ("Fourth Amendment") is entered this 2nd day of July, 2013 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation whose Post Office address is P.O. Drawer 14250, Fort Lauderdale, Florida 33302-4250 ("City")

and

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation, 9 NW 4th Ave. Ste A, Dania FL 33004 ("Developer/Assignor")

and

VILLAGE OF THE ARTS, LTD., a Florida limited partnership, whose address is 9 N.W. 4th Avenue, Dania Beach, FL 33004 ("DEVELOPER/ASSIGNEE")

and

MILTON L. JONES, JR. and **BARBARA H. JONES**, ("PRINCIPALS"), whose address is 9 N.W. 4th Avenue, Dania Beach, FL 33004

RECITALS

A. All defined terms herein shall have the same meaning as in the Land Disposition, Development and Management Agreement dated February 5, 2008 ("Development Agreement"), unless otherwise defined herein.

B. On February 5, 2008, City and Milton Jones Development Corporation, a Florida corporation entered a Development Agreement for the conveyance, development and management of Property described therein.

C. On June 1, 2010, City and Milton Jones Development Corporation, a Florida corporation, entered into a First Amendment to the Development Agreement, which, among other matters permitted the Property to be developed in two Phases, Phase I Project and Phase II Project.

D. On June 7, 2011, pursuant to Article 19 of the Development Agreement Milton Jones Development Corporation, a Florida corporation secured from the City approval of an Assignment and Assumption of rights and obligations under the Development Agreement for

Phase I Project to Developer/Assignee, MJDC AOA, LLC, a Florida limited liability company, for Phase I Project under the Development Agreement.

D. On October 25, 2011, pursuant to the terms of the Development Agreement, CITY conveyed Phase I Project by Quit Claim Deed to Developer/Assignee, subject to a Declaration of Restrictive Covenants.

E. On December 21, 2010, Milton Jones Development Corporation, a Florida corporation and the City of Fort Lauderdale entered into a Second Amendment to the Development Agreement, which, among other matters amended the Project Development Schedule.

F. On March 1, 2011, Milton Jones Development Corporation, a Florida corporation and the City of Fort Lauderdale entered into a Third Amendment to the Development Agreement, which, among other matters amended the Project Development Schedule and amended the definition of "Permitted Delay."

G. On July 6, 2011, the City of Fort Lauderdale, Milton Jones Development Corporation, a Florida corporation and MJDC AOA, LLC, a Florida limited liability company entered into a Fourth Amendment to the Development Agreement, which, among other matters amended certain definitions and the Permitted Uses.

H. On February 7, 2012, the City of Fort Lauderdale, Milton Jones Development Corporation, a Florida corporation and Village of the Arts, Ltd, a Florida limited partnership entered into a Fifth Amendment to the Development Agreement which amended Section 20.02 entitled "Specific Remedies."

I. On June 19, 2012, the City of Fort Lauderdale and MJDC AOA, LLC, a Florida limited liability company entered into a Sixth Amendment to the Development Agreement, which, among other matters amended defined terms with respect to "Project, Phase I or Phase I Project."

J. With respect to development of Phase II of the Project, Village of the Arts, Ltd. is in the process of applying for certain tax credit financing and is in need of amending the Project Development Schedule to be consistent with the development time lines under the tax credit financing programs.

K. City staff has reviewed the proposed amendments to the Project Development Schedule and recommends approval thereof and authorization for execution of this Seventh Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. The foregoing recitals are true and correct.
2. The Development Agreement, Exhibit "G" entitled Project Development Schedule is hereby amended to read as set forth in the attached Exhibit "G" to this Seventh Amendment.

3. This Seventh Amendment shall be given effect as of July 1, 2013.

4. In the event and to the extent that there is any conflict between the terms and conditions of the Development Agreement, as previously amended, and the terms and conditions of this Seventh Amendment, then the terms and conditions of this Seventh Amendment shall supersede and prevail over any such conflicting terms in the underlying Development Agreement, as previously amended.

5. In all other respects, the parties ratify and confirm this Development Agreement, as previously amended.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

Safesa Ali
Safesa Ali
[Witness print or type name]

Katerine Soundridakis
Katerine Soundridakis
[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler
John P. "Jack" Seiler, Mayor

Lee R. Feldman FOR
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

APPROVED AS TO FORM:

Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

RBD

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this July 26, 2013 2013, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Safeea A. Maloney
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Safeea A. Maloney
Name of Notary Typed, Printed or Stamped

My Commission Expires: 12/4/14

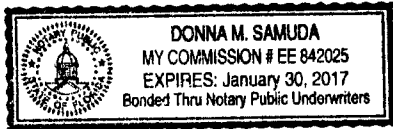
EE21991

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23rd July, 2013, by Stanley D. Hawthorne, Acting City Manager for LEE R. FELDMAN, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed, Printed or Stamped

My Commission Expires: January 30, 2017

EE 842025

Commission Number

DEVELOPER/ASSIGNOR:
Milton Jones Development Corporation

By:

Milton Jones
Milton Jones, President

WITNESSES:

[Signature]
SUBHITRI DOOPAN
[Witness type or print name]

[Signature]
Danda W. Jones
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Milton Jones, President of MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation. He is personally known to me or has produced _____ as identification.

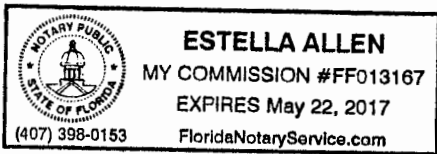
Witness my hand and official seal in the County and State last aforesaid this 18 day of July, 2013.
(SEAL)

Estella Allen
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



ABD

DEVELOPER/ASSIGNEE:

VILLAGE OF THE ARTS, LTD., a Florida limited partnership

By: MJDC VOA, Inc., a Florida corporation, as General Partner of Village of the Arts, Ltd.

By: Milton L. Jones, Jr.
Milton L. Jones, Jr., President

WITNESSES:

[Signature]

SUBAITRI DOOPAN
[Witness type or print name]

[Signature]
Gonda W. Byers
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Milton L. Jones, Jr., President of MJDC VOA, Inc., a Florida corporation, general partner of VILLAGE OF THE ARTS, LTD., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 18 day of July, 2013.

(SEAL)

Estrella Allen
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



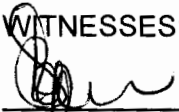
[Handwritten initials]

**JOINDER AND CONSENT
OF
PRINCIPALS**

BY EXECUTION HEREOF, the undersigned Principals do hereby evidence their Joinder and Consent to the execution of this Agreement as amended by the Seventh Amendment and agree to the limitations on Principals as set forth in Article 19, Restrictions on Assignment and Transfer and Article 21, Restrictions on Use; Declaration of Restrictive Covenants.

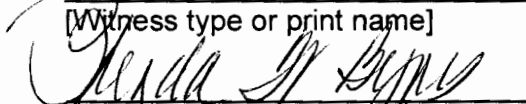
IN WITNESS OF THE FOREGOING, the Principals have set their hands and seals the day and year first written above.

WITNESSES:



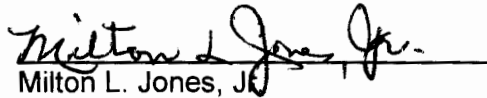
SUBATRI DEYPAN

[Witness type or print name]

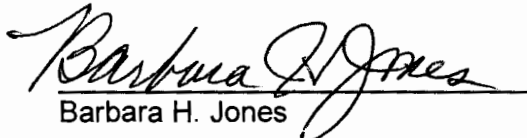


BRENDA W. JONES

[Witness type or print name]



MILTON L. JONES, JR.




BARBARA H. JONES

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Milton L. Jones, Jr. and Barbara H. Jones. They are personally known to me or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 18 day of July, 2013.

(SEAL)



Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number _____



EXHIBIT "G"

PROJECT DEVELOPMENT SCHEDULE

(Additions are indicated by underline; deletions by ~~strikeout~~.)

Note 1: This Schedule is expressed in terms of the number of months after the Effective Date. For example the Effective Date is 03/01/08. Month #1 would correspond to 04/01/08, assuming no "Permitted Delays." Times expressed in Months are measured from the Effective Date, subject to extension for Permitted Delays, unless otherwise specified.

Note 2: Months expressed in the "Date/Month" column followed by a superscript¹ are "projected dates." See Sec. 3.08 (a). In the event of a conflict between a time-frame expressed as a "projected date" and a time-frame expressed in the "Description" column, then time-frames expressed in the "Description" column prevail and control over the corresponding "projected dates."

Note 3: Wherever a date indicated in the "Date/Month" column is intended to be governed by a preceding time-frame expressed in the "Description" column (e.g. Three months after securing all zoning Development Permits), then the preceding event is deemed to occur on the 1st day of the month after the event occurs. For example, if the event occurred on 03/21/09, for the purpose of the Project Development Schedule, the event is deemed to have occurred on 04/01/09. Accordingly, if the next event is to take place within 2 months of the preceding event, under this example, the next event must occur 06/01/09.

Note 4: All times are automatically tolled under the Development Agreement during the process of amending the Annual Action Plan and getting HUD approval.

Note 5: This Project Development Schedule is for a single-phase or two-phase construction.

Note 6: Project Progress Reports are due January 15th, April 15th, July 15th and October 15th of each calendar quarter from the Closing Date through to Construction Completion Certificate. § 10.03.

<u>Date/Month</u>	<u>Description</u>
02/05/2008	Approval of Development Agreement by City Commission
04/01/2009	Effective Date
05/15/2009	Submit documents evidencing the status of title to Parcel No. 2 pursuant to § 3.05
06/01/2009	End of Due Diligence Period. § 5.04.

06/08/2009	End of Right to Cancel Period. § 5.06.
14 th month ¹	Secure approval of modifications to Concept Site Plan Project Phase I & II.
15 th month ¹	Executed Lease Agreement with Grocery Store. § 1.08 (b).
16 th month ¹	Submit applications for Development Permits for Project Phase I (i.e. street vacation, site plan approval, plat amendments, etc.) § 3.07. [Two (2) months after securing approval of modifications to Concept Site Plan.]
16 th month ¹	Submit application for D.R.C. review for Project Phase I. § 8.01 (c) (1). [Two (2) months after securing approval of modifications to Concept Site Plan.]
19 th month ¹	File with Planning & Zoning Board for Development Permit reviews and recommendations for Project Phase I. § 8.01 (c) (2). [Three (3) months after submitting application for D.R.C. review.]
20 th month	Planning & Zoning Board Hearing on Project Phase I.
21 st month ¹	Secure all Development Permits for Project Phase I [One month after P&Z hearing]
22 nd month ¹	Submit plans for Building Permits for Project Phase I. [Two (2) months after securing all zoning Development Permits.]
23 rd month	Secure Firm Financing Commitment for Project Phase I. § 7.01
24 th month ¹	Secure Building Permits "but for" payment of Building Permit Fees for Project Phase I. [Two (2) months after submitting plans for Building Permits.]
25 th month ¹	Closing Date on Parcel 1A / Project Phase I. [Four (4) months after securing the Firm Financing Commitment.]
25 th month ¹	Date construction commences / Commencement Date Project Phase I. § 10.02 [Fifteen (15) days after Closing Date.]
25 th month ¹	Submission of construction flow-charts to City for Project Phase I § 10.02. [Fifteen (15) days after Closing Date.]
37 th <u>42nd</u> month ¹	Certificate of Occupancy for Grocery Store and Shopping Center parking lot and infrastructure. [Twelve (12) months after Closing Date].

1

- 40th 67th month¹ Submit application for Development Permits (i.e. street vacation, site plan approval, allocation of dwelling units, plat amendments, etc.) Project Phase II § 3.07.
- 40th 67th month Submit application for D.R.C. review. Project Phase II. § 8.01 (c) (1).
- 43th 54th month **Certificate of Occupancy and Certificate of Completion for retail and Bank at North end of Shopping Center. [Eighteen (18) months after Closing Date I.]**
- 43rd 70th month¹ File with Planning & Zoning Board for Development Permit reviews and recommendations. Project Phase II. § 8.01 (c)(2) [Two (2) months after submitting application for D.R.C. review.]
- 45th 72nd month¹ Planning & Zoning Board Site Plan Level III Hearing on Project Phase II.
- 46th 73rd month¹ Secure all Development Permits Project Phase II [Six (6) months after submitting applications for Development Permits.]
- 55th 75th month¹ **Secure Firm Financing Commitment – Project Phase II.**
- 56th 76th month¹ Submit plans for Building Permits – Project Phase II. [Three (3) months after securing all Development Permits.]
- 58th 78th month¹ Secure Building Permits “but for” payment of Building Permit Fees - Project Phase II [Two (2) months after submitting plans for Building Permits.]
- 59th 79th month¹ **Closing Date – Project Phase II – Parcel No. 2. [Four (4) months after securing the Firm Financing Commitment.]**
- 59th 79th month¹ **Date construction commences – Project Phase II. § 10.02 [Fifteen (15) days after Closing Date.]**
- 59th 79th month¹ Submission of construction flow-charts to City – Project Phase II. § 10.02. [Fifteen (15) days after Closing Date.]
- 77th 99th month¹ **Certificate of Occupancy and Certificate of Completion for Project Phase II. Construction Completion Certificate.**
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RBD

**§ 10.08. [Eighteen (18) months after date construction commence –
Project Phase II.]**

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QBS

SECOND AMENDED AND RESTATED
ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER
DEVELOPMENT AGREEMENT
AND
CONDITIONAL CONSENT

THIS SECOND AMENDED AND RESTATED ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER DEVELOPMENT AGREEMENT AND CONDITIONAL CONSENT ("First Amended and Restated Assignment and Assumption") is entered into this 2nd day of July, 2013 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 ("CITY")

and

MILTON JONES DEVELOPMENT COPORATION, a Florida corporation, whose address is 9 N.W. 4th Avenue, Dania Beach, FL 33004 ("DEVELOPER/ASSIGNOR")

and

VILLAGE OF THE ARTS, LTD., a Florida limited partnership, whose address is 9 N.W. 4th Avenue, Dania Beach, FL 33004 ("DEVELOPER/ASSIGNEE")

and

MILTON L. JONES, JR. and **BARBARA H. JONES**, ("PRINCIPALS"), whose address is 9 N.W. 4th Avenue, Dania Beach, FL 33004

RECITALS

A. All defined terms herein shall have the same meaning as in the Land Disposition, Development and Management Agreement dated February 5, 2008, as amended ("Development Agreement") by and between CITY and DEVELOPER/ASSIGNOR unless otherwise defined herein.

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

B. DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE entered into an Assignment of Rights and Assumption of Obligations under Development Agreement dated June 7, 2011 ("Original Assignment and Assumption") with the joinder and consent of PRINCIPALS and the Conditional Consent of the CITY.

C. Pursuant to the Development Agreement CITY agreed to convey and DEVELOPER/ASSIGNOR agreed to accept conveyance of certain lands defined therein with DEVELOPER/ASSIGNOR being obligated to develop a Mixed Use Development on the Property.

D. Article 19 of the Development Agreement set forth certain restrictions relative to the assignment and transfer of DEVELOPER/ASSIGNOR'S interest under the Development Agreement.

E. On June 1, 2010, CITY and DEVELOPER/ASSIGNOR entered into a First Amendment of the Development Agreement whereby, among other things, the Project was divided into Phase I Project and Phase II Project and other appropriate amendments relative to DEVELOPER/ASSIGNOR entering a Lease for an anchor tenant.

F. On December 21, 2010, CITY and DEVELOPER/ASSIGNOR entered into a Second Amendment to the Development Agreement modifying the Project Development Schedule.

G. On March 1, 2011, CITY and DEVELOPER/ASSIGNOR entered into a Third Amendment to the Development Agreement further amending the Project Development Schedule and creating a new subsection expanding the terms of "Permitted Delay."

H. On July 6, 2011 CITY and DEVELOPER/ASSIGNOR and MJDC AOA, LLC, a Florida limited liability company entered a Fourth Amendment to the Development Agreement amending certain definitions and the Permitted Uses under the Development Agreement relative to Phase I of the Project.

I. On October 25, 2011, pursuant to the terms of the Development Agreement, CITY conveyed Phase I Project by Quit Claim Deed to MJDC AOA, LLC, a Florida limited liability company, subject to a Declaration of Restrictive Covenants.

J. On February 7, 2012, the City of Fort Lauderdale, Milton Jones Development Corporation, a Florida corporation and Village of the Arts, Ltd, a Florida limited partnership entered into a Fifth Amendment to the Development Agreement which amended Section 20.02 entitled "Specific Remedies."

K. On June 19, 2012, the City of Fort Lauderdale and MJDC AOA, LLC, a Florida limited liability company entered into a Sixth Amendment to the Development Agreement,

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

which, among other matters amended defined terms with respect to "Project, Phase I or Phase I Project.

L. On July 2, 2013 , the City of Fort Lauderdale, Milton Jones Development Corporation, a Florida corporation, Village of the Arts, Ltd., a Florida limited partnership and Milton L. Jones, Jr. and Barbara H. Jones entered a Seventh Amendment to the Development Agreement (effective July 1, 2013), among other matters, amending the Project Development Schedule.

M. Neither DEVELOPER/ASSIGNOR nor DEVELOPER/ASSIGNEE have demonstrated as of the date hereof the that they have met terms of a Firm Financing Commitment and Financial Capacity under the terms of the Development Agreement for Phase II Project (as used herein the term "Development Agreement" shall be deemed to include the clause "as amended from time to time").

N. DEVELOPER/ASSIGNEE'S general partner is **MJDC VOA, Inc.**, a Florida corporation. One hundred (100%) per cent of the share of MJDC VOA, Inc., a Florida corporation is held by Milton L. Jones, Jr. and Barbara H. Jones, who are Principals under the Development Agreement and Principals as to both DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE.

O. Pursuant to Article 19 of the Development Agreement certain restrictions have been placed upon the DEVELOPER/ASSIGNOR'S ability to assign all or a portion of its rights under the Development Agreement. Development Agreement Section 19.02 sets forth the restrictions against assignment and transfer of interests and Section 19.04 sets forth the criteria the CITY is entitled to require as a condition for granting approval for such an assignment or transfer, with such criteria including:

(1) Any proposed successor Developer or proposed successor Principal therein shall have the business experience and reputation, development track record and sufficient financial capacity to carry out the obligations under this Agreement, as determined, in the reasonable discretion of the City.

(2) Any proposed successor Developer, by instrument in writing satisfactory to the City, in City's reasonable discretion, and in recordable form, shall, for itself and its successors and assigns expressly assume all of the obligations of the transferor Developer under this Agreement and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions ("terms and conditions") to which the transferor Developer is subject, or, in the event the Transfer is of or relates to a Building within the Project Site, such "terms and conditions" to the extent they relate to such Parcel.

(3) There shall be submitted to the City for review all instruments and other legal documents reasonably necessary to review compliance with § 19.04

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

(a) (1). There shall be no "transfer fee" charged by the City relative to a transfer hereunder, except as otherwise provided in § 19.04 (a) (4) below.

(4) Developer shall pay City the reasonable costs incurred by City in conjunction with City's review and prior written approval of any assignment hereunder, including instruments and other legal documents.

P. Subject to the terms and conditions hereof, DEVELOPER/ASSIGNOR is desirous of assigning, bargaining, selling, conveying and otherwise transferring all of its right, title and interest in and to Phase II Project under the Development Agreement to DEVELOPER/ASSIGNEE and, subject to the terms and conditions hereof, DEVELOPER/ASSIGNEE is desirous of accepting such assigning and assuming all of the obligations attendant to the conveyance, development, use and management of the Phase II Project due and owing relative thereto.

Q. DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE have represented that such an Assignment at this time is needed in order to meet the deadlines for an application for tax credit financing for Phase II Project as required by Sec. 6.02 (b) (1) of the Development Agreement (First Amendment).

R. DEVELOPER/ASSIGNOR has applied to CITY, through its Contract Administrator, for approval to assign and transfer DEVELOPER/ASSIGNOR'S rights under the Development Agreement to the conveyance of Parcel No. 2 and development of Phase II Project to DEVELOPER/ASSIGNEE and has represented that such proposed assignment and transfer meets the criteria for approval as set forth in Sec. 19.04 of the Development Agreement.

S. DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE share the same Principals as identified under and within the Development Agreement and as a condition of approval of this First Amended and Restated Assignment and Assumption, PRINCIPALS, DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE agree to be bound by the terms and conditions set forth in the Development Agreement relative to Phase II Project.

T. That without the City's Conditional Consent to this First Amended and Restated Assignment and Assumption of Phase II Project of the Development Agreement, the right to conveyance and development of Phase II Project under the Development Agreement resides with DEVELOPER/ASSIGNOR. Upon the failure of the condition subsequent in the Conditional Consent the Conditional Consent shall become null and void and of no further force and effect, and, as a result, the conveyance and development rights to Phase II Project under the Development Agreement shall thereafter reside with DEVELOPER/ASSIGNOR.

U. The purpose and intent underlying this Second Amended and Restated Assignment and Assumption is to (i) correct a scrivener's error in the Original Assignment and Assumption whereby in the signature block for DEVELOPER/ASSIGNEE, the General Partner

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

was incorrectly referred to as MJDC AOA, Inc., instead of MDJC VOA, Inc.; and (ii) extend the Conditional Consent of the CITY in which DEVELOPER/ASSIGNEE can demonstrate sufficient Financial Capacity and a Firm Financing Commitment with an award of tax credits for the development of Phase II Project to December 31, 2012.

V. Approval by CITY of the Second Amended and Restated Assignment and Assumption and Conditional Consent thereto serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. The foregoing recitals are true and correct.
2. Subject to the terms and conditions hereof, DEVELOPER/ASSIGNOR hereby assigns, bargains, sells, conveys and otherwise transfers all of its right, title and interest in and to Phase II Project under the Development Agreement to DEVELOPER/ASSIGNEE. It is agreed between DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE that this is an absolute, present assignment and, except as may otherwise be noted herein, is not conditioned upon the occurrence of any event subsequent, nor upon the performance of the CITY under the Development Agreement.
3. Subject to the terms and conditions hereof, DEVELOPER/ASSIGNEE hereby assumes all of the obligations of development, maintenance and operation due from DEVELOPER/ASSIGNOR as to Phase II Project under the Development Agreement and agrees to be bound by the terms and conditions set forth therein.
4. Subject to the terms and conditions hereof, CITY acknowledges its Conditional Consent to the assignment of DEVELOPER/ASSIGNOR'S right, title and interest in and to Phase II Project under the Development Agreement to DEVELOPER/ASSIGNEE and the assumption of DEVELOPER/ASSIGNOR'S obligations due under the Development Agreement by DEVELOPER/ASSIGNEE as to Phase II Project.
5. Subject to the terms and conditions hereof, the parties hereto acknowledge that the rights of transfer of interests within this First Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent thereto are subject to the limitations and conditions set forth herein and within the Development Agreement.
6. In the event and to the extent that there is any conflict between the terms and conditions of the (i) Development Agreement, (ii) the Assignment of Rights and Assumption of Obligations Under Development Agreement and Consent dated June 7, 2011, and (iii) the First Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated February 7, 2012, and (iv) this Second

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

Amended and Restated Assignment of Rights and Assumption of Obligations under the Development Agreement and Conditions Consent dated July 2, 2013, then the terms and conditions of this First Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent dated February 7, 2012 shall supersede and prevail of any such conflicting terms in (i), (ii), (iii) or (iv) above.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

DEVELOPER/ASSIGNOR:

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation

By: Milton L. Jones, Jr.
Milton L. Jones, Jr., President

WITNESSES:

[Signature]
SUBAITRI DOOPANI
[Witness type or print name]

[Signature]
Brenda W Barnes
[Witness type or print name]

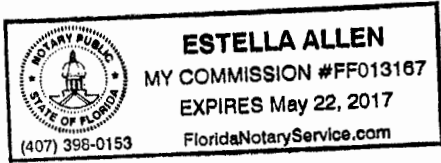
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Milton L. Jones, Jr., President of MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation. He is personally known to me or has produced _____ as identification.

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

[Handwritten initials]

Witness my hand and official seal in the County and State last aforesaid this
18 day of July, 2013.
(SEAL)



Estella Allen
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development
Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

[Handwritten initials]

DEVELOPER/ASSIGNEE:

VILLAGE OF THE ARTS, LTD., a Florida limited partnership

By: MJDC VOA, Inc., a Florida corporation, as General Partner of VILLAGE OF THE ARTS, LTD.

By: Milton L. Jones, Jr.
Milton L. Jones, Jr., President

WITNESSES:

[Signature]

Subaitri Doopan
[Witness type or print name]

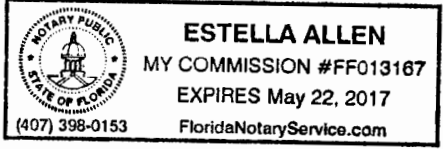
[Signature]
[Signature]
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Milton L. Jones, Jr., President of MJDC VOA, Inc., a Florida corporation, general partner of VILLAGE OF THE ARTS, LTD., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 18 day of July, 2013.

(SEAL)



Estella Allen
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number

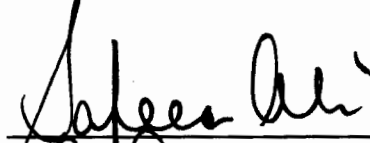
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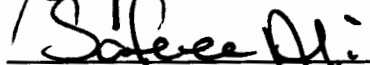
[Handwritten initials]

CITY'S CONDITIONAL CONSENT TO ASSIGNMENT AND ASSUMPTION:

Pursuant to Article 19 of the Development Agreement, the undersigned CITY hereby conditionally consents to the Second Amended and Restated Assignment and Assumption described herein. This Conditional Consent is subject to a condition subsequent that in the event the DEVELOPER/ASSIGNEE fails to demonstrate on or before August 1, 2014 sufficient Financial Capacity and a Firm Financing Commitment when combined with an award of tax credits for the development of Phase II Project, then the Conditional Consent automatically, without further action, becomes null and void and of no further force and effect

WITNESSES:



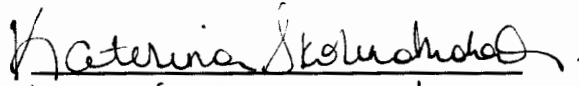


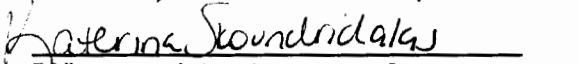
[Witness print or type name]

CITY OF FORT LAUDERDALE

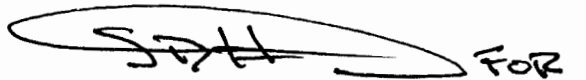


John "Jack" P. Seiler, Mayor





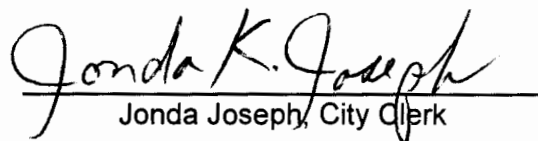
[Witness print or type name]



FOR
Lee R. Feldman, City Manager


(CORPORATE SEAL)

ATTEST:



Jonda Joseph, City Clerk

APPROVED AS TO FORM:



Robert B. Dunckel,
Assistant City Attorney

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
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Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
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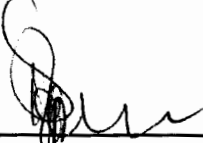


**JOINDER AND CONSENT
OF
PRINCIPALS**

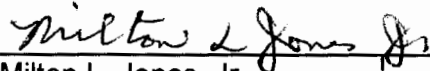
BY EXECUTION HEREOF, the undersigned Principals do hereby evidence their Joinder and Consent to the execution of this Second Amended and Restated Assignment of Rights and Assumption of Obligations Under the Development Agreement and agree to the limitations on Principals as set forth in Article 19, Restrictions on Assignment and Transfer and Article 21, Restrictions on Use; Declaration of Restrictive Covenants as they pertain to the **DEVELOPER/ASSIGNEE** under this Second Amended and Restated Assignment and Assumption.

IN WITNESS OF THE FOREGOING, the Principals have set their hands and seals the day and year first written above.

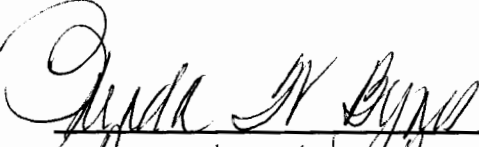
WITNESSES:



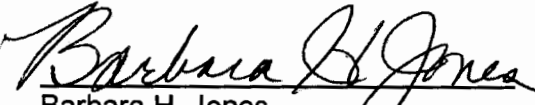
SUBAITRI DOODAN
[Witness type or print name]



Milton L. Jones, Jr.



Brenda W. DYNES
[Witness type or print name]



Barbara H. Jones

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Milton L. Jones, Jr. and Barbara H. Jones. They are personally known to me or have produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 18 day of July, 2013.

(SEAL)



Estella Allen
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

F:\MiltJonesNW\2013\2nd Amended and Restated Assignment (rbd 3).docx
L:\AGMTS\DEVELOPR\MiltJoneNW\2013\2nd Amended and Restated Assignment (rbd 3).docx

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Second Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
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(Handwritten initials)