

**TWELFTH AMENDMENT
TO
LAND DISPOSITION, DEVELOPMENT AND MANAGEMENT AGREEMENT
("DEVELOPEMENT AGREEMENT")
(AS TO PHASE I PROJECT ONLY)**

THE TWELFTH AMENDMENT to the Development Agreement ("Twelfth Amendment") is entered into this ____ day of _____, 2022 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation of the
State of Florida, (hereinafter referred to as the "City")

and

MJDC AOA, LLC, a Florida limited liability company, (hereinafter
referred to as the "Phase I Project Developer")

and

MILTON L. JONES, JR. and **BARBARA H. JONES**, ("Principals")

and

VILLAGE OF THE ARTS, LTD., a Florida limited partnership
("Phase II Project Developer")

R E C I T A L S

Whereas, the Development Agreement, as amended, required the continuous operation and maintenance of a Grocery Store on Phase I of the Project; and

Whereas, as reflected in the First Amendment, Moran Foods, Inc., a Missouri corporation d/b/a Sav-a-Lot did operate a grocery store within Phase I of the Project for at least eight (8) years starting on September 20, 2012 and ending on December 31, 2020; and

Whereas, the Phase I Developer has been unable to secure a new grocery store operator despite marketing the space to grocery store operators for approximately two (2) years which is due in part to increased competition from other operators opening stores in the same market; and

Whereas, the Parties desire to amend the Development Agreement to remove the Grocery Store as a condition to operate and maintain Phase I of the Project and within the Concept Site Plan for Phase I of this Project.

Whereas, the parties agree and acknowledge that this amendment shall have no effect on the agreement or the understanding of the parties as to construction, development, operation or maintenance of Phase II of this Project as reflected in the Eleventh Amendment and supporting documents and is only intended to amend one of the uses required in Phase I.

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. **Recitals**. The foregoing Recitals are true and correct and incorporated herein. Further, the Recitals referenced in the Eleventh Amendment are incorporated herein only for the purpose of providing a history and summary of Phase I and Phase II of the Project.
2. **Grocery Store**. The intent of the parties to this Twelfth Amendment is to remove grocery store use as a requirement within Phase I Project only. The Grocery Store Lease with Moran Foods, Inc. has expired and any restrictions imposed by Moran Foods, Inc. and incorporated in the Development Agreement no longer apply to Phase I Project. Both parties agree to execute such documents as are necessary to clarify this intent. The City Manager is delegated authority to execute such further assurances, including another amendment to the Development Agreement, as necessary and proper to reflect the intent of the parties. Nothing herein shall be construed as prohibiting the Developer from operating or entering into a lease for grocery store (as defined in the Development Agreement, as amended) within Phase I of the Project.
3. **Concept Site Plan Uses**. In Section 4.01A of the Development Agreement, any reference to grocery uses under "Concept Site Plan Uses" is hereby stricken. A revised Conceptual Site Plan is attached hereto as "Revised Exhibit I". All permitted uses as reflected on Exhibit "E" as attached to the 4th Amendment shall be permitted within Phase 1. Prohibited uses on Exhibit E are not allowed and conditional uses are subject to compliance with the ULDR.
4. **Conflict**. 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 the Twelfth Amendment as to Phase I only, then the terms and conditions of the Twelfth Amendment as to Phase I only shall supersede and prevail over any such conflicting terms in the underlying Development Agreement, as previously amended, except in the event of any conflicts between the Twelfth Amendment and the Eleventh Amendment, the Eleventh Amendment shall control as to the Phase II Project.
5. **Acknowledgment**. Both parties acknowledge that Phase I is complete and certificate of occupancy was issued on September 19, 2012. The Expiration Date for Phase I is twenty one (21) years starting from September 19, 2012.
6. **Ratify and Confirm**. In all other respects, the parties ratify and confirm this Development Agreement, as amended which remains in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year set forth below.

WITNESSES:

**CITY OF FORT LAUDERDALE, a Florida
municipal corporation**

Dean J. Trantalis, Mayor

[Witness print or type name]

Date: _____

Greg Chavarria, City Manager

[Witness print or type name]

Date: _____

(CORPORATE SEAL)

ATTEST:

David R. Soloman, City Clerk

APPROVED AS TO FORM
Alain E. Boileau, City Attorney:

Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2022, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida by means of ☐ physical presence or ☐ online notarization. He is personally known to me and did not take an oath.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2022, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida by means of ☐ physical presence or ☐ online notarization. He is personally known to me and did not take an oath.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:
Commission Number _____

THE PHASE II PROJECT DEVELOPER IS JOINING IN EXECUTION OF THIS 12TH AMENDMENT TO CONSENT TO THE TWELFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT AND TO ACKNOWLEDGE THAT IT ONLY APPLIES TO PHASE I AND HAS NO EFFECT ON THE TERMS AND CONDITIONS OF THE DEVELOPMENT OF PHASE II.

Phase II Project Developer:

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.

WITNESSES:

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

Date: _____

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, 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 by means of ☐ physical presence or ☐ online notarization. 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 _____ day of _____, 2022.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____

Phase I Project Developer:

MJDC AOA, LLC, a Florida limited liability company

WITNESSES:

By: _____
Milton L. Jones, Jr., Authorized Member

Date: _____

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Milton L. Jones, Jr., Authorized Member of MJDC AOA, LLC, a Florida limited liability company by means of ☐ physical presence or ☐ online notarization. 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 ____ day of _____, 2022.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____

**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 this Twelfth Amendment.

IN WITNESS OF THE FOREGOING, the Principals have set their hands and seals the day and year as notarized below.

WITNESSES:

[Witness type or print name]

MILTON L. JONES, JR., individually

[Witness type or print name]

BARBARA H. JONES, individually

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by MILTON L. JONES, JR. and BARBARA H. JONES by means of ☐ physical presence or ☐ online notarization. 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 ____ day of _____, 2022.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____

Revised Exhibit I

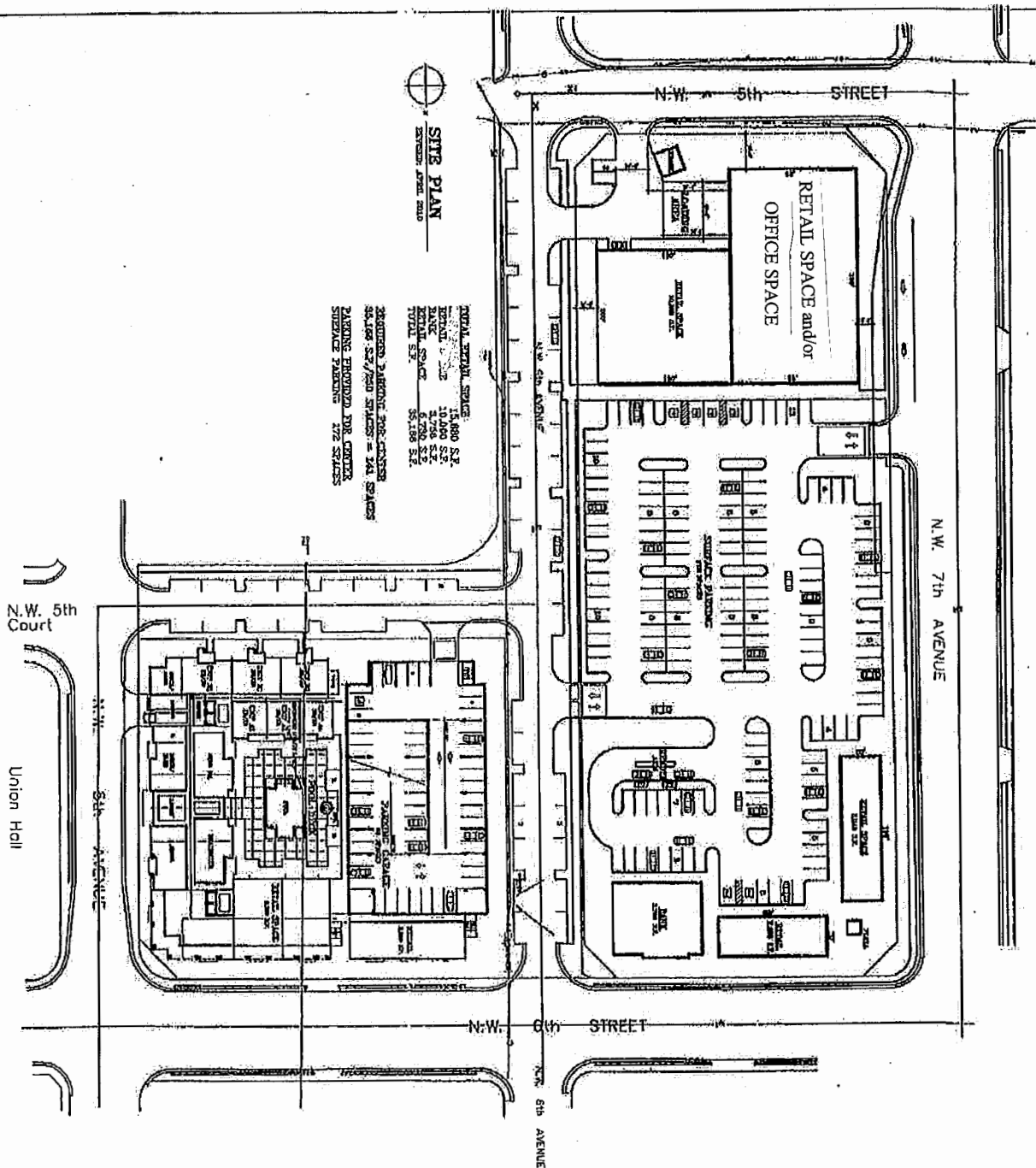


EXHIBIT "I"
CONCEPT SITE PLAN