



Venice of America

CITY OF  
FORT LAUDERDALE

Direct Line: (954) 828-5036

November 6, 2013

Marc Kleiner, Esq.  
Kleiner & Cazeau  
Attorneys at Law  
18305 Biscayne Boulevard, Suite 302  
Aventura, FL 33160  
Fax: (305) 517-1396

2013 NOV -6 PM 5:29  
CITY CLERK

Re: Subordination, Non-Disturbance and Attornment Agreement  
1500 – 1600 N.E. 12<sup>th</sup> Terrace  
Fort Lauderdale, FL 33305

Dear Marc,

Enclosed please find three (3) fully-executed original Subordination, Non-Disturbance and Attornment Agreements, as referenced above.

A fully-executed original of this Agreement is on file with the City Clerk.

Thank you for your kind attention and consideration in this matter.

Very Truly Yours,

ROBERT B. DUNCKEL  
Assistant City Attorney

L:\RBD\LETTERS\2013\289KLEINER.DOC

Enclosures

cc: Lieutenant Wade Brabble / Police  
Wendy Gonyea, Assistant City Clerk IV

A-13-180  
#613

OFFICE OF THE CITY ATTORNEY  
100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301  
TELEPHONE:(954) 828-5940, FAX (954) 828-5915  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Fieldpoint Private Bank & Trust  
100 Field Point Road  
Greenwich, CT 06830

Re: 1500-1600 NE 12<sup>th</sup> Terrace, Fort Lauderdale, FL 33305 (the "Property")

The undersigned, City of Fort Lauderdale, ("Tenant") understands that Fieldpoint Private Bank & Trust ("Lender") has made or will be making a loan (the "Loan") to 1500 NE 12 Terrace, LLC ("Landlord") secured by a mortgage (the "Mortgage") encumbering the Property which is more fully described on Exhibit A, attached hereto and made a part hereof. Tenant and Landlord's predecessor-in-interest Saige LLC entered into a lease agreement (the "Lease") dated December, 2009, by which Tenant leases from Landlord certain premises (the "Leased Premises") designated as Unit 4 of the Property. Tenant desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Tenant confirm the priority of the Mortgage over the Lease. Capitalized terms used herein, unless otherwise defined, shall have the meanings given such terms in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. In accordance with the last paragraph of Section 16 of the Lease, Tenant hereby subordinates all of its right, title and interest under the Lease to the lien, operation and effect of the Mortgage and any other mortgages (as the same may be modified and/or extended from time to time) now or hereafter in force against the Property, and to any and all existing and future advances made under such Mortgage and any other mortgages.
2. In the event that Lender becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise, Tenant agrees to be bound to Lender or its assignee as the owner of the Property for the balance of the Term, and Tenant shall continue to have all of the rights and all of the obligations under the Lease as set forth in Section 17 of the Lease. Lender shall not be responsible for past defaults of Landlord accruing prior to the time that Lender takes title to the Property as set forth in Section 17 of the Lease.
3. This Agreement serves as a notice to Tenant as to the existence of the Mortgage in accordance with the first paragraph of Section 16 of the Lease. Accordingly, Tenant shall give a copy of any notice alleging a default against Landlord to Lender at the address set forth below, and Lender shall have the right, but not the obligation, to cure such a default within the cure period specified in Section 16 of the Lease.
4. This Agreement shall inure to the benefit of Lender's affiliates, agents, co-lenders and participants, and each of their respective successors and assigns (each a "Lender Party" and collectively, the "Lender Parties"). This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

\*\*\*Signature Page Follows\*\*\*

2013 NOV -6 PM 5: 30

CITY CLERK

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and  
Attornment Agreement to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

TENANT:

~~WITNESSES:~~

*City of Fort Lauderdale*

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Manager

\*\*\*\*SEE ATTACHED PAGES (i) & (ii)\*\*\*\*

LANDLORD:

*1500 NE 12 Terrace, LLC*

By: \_\_\_\_\_  
Name: Greg Zeifman  
Title: Manager

\_\_\_\_\_  
Marc Kleiner

\_\_\_\_\_  
ISABELA VAZQUEZ

LENDER:

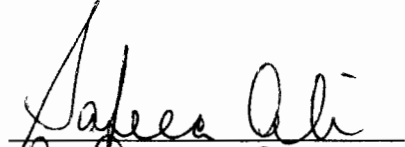
FIELDPOINT PRIVATE BANK & TRUST


By: \_\_\_\_\_  
Name:  
Title:


TENANT:

CITY OF FORT LAUDERDALE

WITNESSES:

  
\_\_\_\_\_  
Saleem Ali  
[Witness type or print name]

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

  
\_\_\_\_\_  
Aixa D. Penedo  
[Witness type or print name]

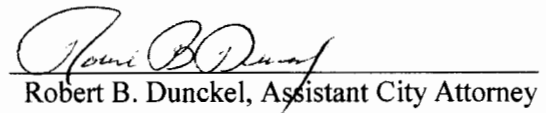
  
\_\_\_\_\_  
Lee R. Feldman, City Manager

ATTEST:

(CORPORATE SEAL)

  
\_\_\_\_\_  
Jonda Joseph, City Clerk

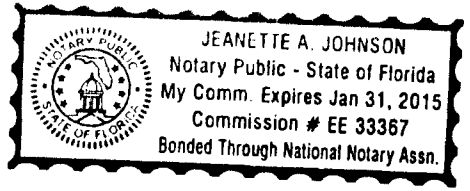
Approved as to form:

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 24th day of October, 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)



Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

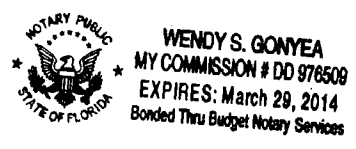
Jeanette A. Johnson  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/31/15  
EE 33367  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd day of October, 2013, by 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)



Wendy S. Gonyea  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

WENDY S. GONYEA  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 3/29/14  
DD 976509  
Commission Number

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and  
Attornment Agreement to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

TENANT:

~~WITNESSES:~~

*City of Fort Lauderdale*

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Manager

\*\*\*\*SEE ATTACHED PAGES (i) & (ii)\*\*\*\*

LANDLORD:

*1500 NE 12 Terrace, LLC*

By: \_\_\_\_\_  
Name: Greg Zeifman  
Title: Manager

LENDER:

FIELDPOINT PRIVATE BANK & TRUST

*Kristin McNamara*  
\_\_\_\_\_  
Kristin McNamara  
*[Signature]*  
\_\_\_\_\_

By: *[Signature]*  
Name: Kevin O'Hanlon  
Title: EVP & COO

TENANT:

CITY OF FORT LAUDERDALE

WITNESSES:

Saleem Ali  
Saleem Ali  
[Witness type or print name]

Aisha Ahmed  
Aisha Ahmed  
[Witness type or print name]

(CORPORATE SEAL)

John R. Seiler  
John R. "Jack" Seiler, Mayor

Lee R. Feldman  
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph  
Jonda Joseph, City Clerk

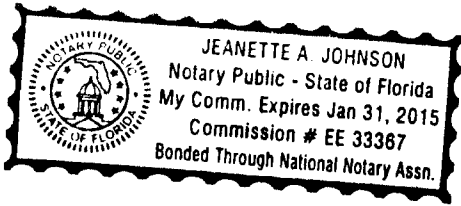
Approved as to form:

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

24th day of October, 2013, The foregoing instrument was acknowledged before me this  
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)



Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

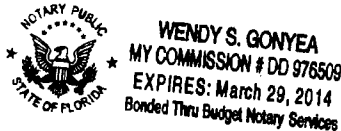
Jeanette A. Johnson  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/31/15  
EE 33367  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

22nd day of October, 2013, The foregoing instrument was acknowledged before me this  
by 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)



Wendy S. Gonyea  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

WENDY S. GONYEA  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 3/27/14  
DD 976509  
Commission Number

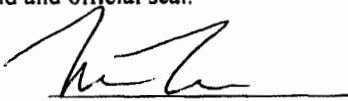




STATE OF FLORIDA )  
 ) ss.  
COUNTY OF MIAMI-DADE )

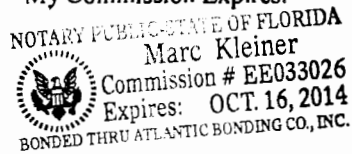
On this, the 20 day of August 2013, before me, the undersigned party, personally appeared GILG ZEIFMAN who acknowledged himself/herself to be a MANAGER of 1500 NE 12 TERRACE LLC, a Delaware limited liability company, and that he/she as such MANAGER, being authorized to do so and with full authority to bind the Landlord, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as a \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public  
My Commission Expires:

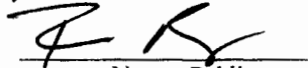
Marc Kleiner



STATE OF CONNECTICUT )  
 ) ss.  
COUNTY OF FAIRFIELD )

On this, the 19th day of August 2012, before me, the undersigned party, personally appeared KEVIN O'HANLON who acknowledged himself/herself to be the EVP + COO of Fieldpoint Private Bank, a \_\_\_\_\_, and that he/she as such \_\_\_\_\_, being authorized to do so and with full authority to bind Lender, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the \_\_\_\_\_ by himself/herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public  
My Commissions Expires:

FERNANDO RAMIREZ  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APR. 30, 2018