

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2024-100

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING ENTERING INTO A FOURTH AMENDMENT TO LEASE WITH PATIO & THINGS, INC. WITH REGARD TO THE CITY-OWNED RETAIL PREMISES AT 240 ARAGON AVENUE, CORAL GABLES, FLORIDA 33134 GRANTING AN EXTENSION OF LEASE TERMS FOR A PERIOD OF ONE (1) YEAR (09/01/24-08/31/25).

WHEREAS, pursuant to Resolution No. 2005-102, on May 23, 2005, Patio & Things, Inc, (the “Tenant”) entered into a retail Lease with the City of Coral Gables (the “Landlord”) whereby the Landlord agreed to lease to the Tenant the City-owned premises at 240 Aragon Avenue, Coral Gables, Florida 33134 (the “Premises”); and

WHEREAS, the original ten (10)-year Lease term began September 15, 2005; and

WHEREAS, in 2012, Landlord and Tenant adjusted the Lease Commencement Date to September 1, 2006, and agreed that the ten-year term would expire August 31, 2015; and

WHEREAS, in 2015, the Tenant exercised its renewal option term that began September 1, 2015, and expired on August 31, 2020; and

WHEREAS, on July 14, 2020, pursuant to Resolution No. 2020-152, Landlord and Tenant entered into a First Amendment to Lease, extending the Lease term for one (1) year until August 31, 2021; and

WHEREAS, on September 9, 2021, pursuant to Resolution No. 2021-211, Landlord and Tenant entered into a Second Amendment to Lease, extending the Lease term for one (1) year until August 31, 2022; and

WHEREAS, on July 1, 2022, pursuant to Resolution No. 2022-160, Landlord and Tenant entered into a Third Amendment to the Lease, pursuant to which the current term of the Lease is set to expire on August 31, 2023; and

WHEREAS, on June 13, 2023, pursuant to Resolution No. 2023-125, Landlord and Tenant entered into a Fourth Amendment to the Lease, pursuant to which the current term of the Lease is set to expire on August 31, 2024; and

WHEREAS, Landlord and Tenant desire to extend the Lease term for an additional one (1) year to begin September 1, 2024 and expire on August 31, 2025 at a Base Rent of \$89,610.00 per year, charged in monthly installments with all applicable taxes, fees, and common area expenses; and

WHEREAS, Landlord and Tenant shall have the right to terminate the lease extension during the extension term by delivering a written notice to the other party of its election to terminate no less than ninety (90) days in advance of the early termination date;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2. The City Commission does hereby authorize the City Manager to execute the Fifth Amendment to Lease with Patio & Things, Inc. located at 240 Aragon Avenue, Coral Gables, Florida, for a renewal period of one (1) year begin September 1, 2024 and expire on August 31, 2025 in the form attached hereto as Exhibit “A” in its substantial form as may be modified by the City Manager and City Attorney in order to implement the intent of this Resolution.

SECTION 3. That this Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF MAY, A.D., 2024.

(Moved: Menendez / Seconded: Anderson)

(Unanimous Voice Vote)

(Agenda Item: D-1)

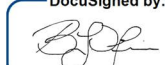
APPROVED:

DocuSigned by:

53B880AB93824A5...

VINCE LAGO
MAYOR

ATTEST:

DocuSigned by:

358417D2FA884FF...
BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:

9A595ED64D304E8...
CRISTINA M. SUÁREZ
CITY ATTORNEY

**FIFTH AMENDMENT TO LEASE BETWEEN CITY OF
CORAL GABLES, FLORIDA AND PATIO & THINGS, INC.**

THIS FIFTH AMENDMENT TO LEASE BETWEEN CITY OF CORAL GABLES, FLORIDA AND PATIO & THINGS, INC. (this “**Fifth Amendment**”) is made and entered into as of the ___ day of _____, 2024 (the “**Effective Date**”), by and between the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida, (“**Landlord**”), and PATIO & THINGS, INC., a Florida corporation, (“**Tenant**”).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease, dated as of September 15, 2005, as amended by the letter agreement dated September 9, 2012 (collectively, as amended, the “**Lease**”) whereby Landlord agreed to lease to Tenant certain property described in the Lease, having a physical address of 240 Aragon Avenue, Coral Gables, Florida 33134 (the “**Premises**”); and

WHEREAS, on August 6, 2020, Landlord and Tenant entered into a First Amendment to the Lease, pursuant to which the term of the Lease expired on August 31, 2021; and

WHEREAS, on September 9, 2021, Landlord and Tenant entered into a Second Amendment to the Lease, pursuant to which the term of the Lease expired on August 31, 2022; and

WHEREAS, on July 1, 2022, Landlord and Tenant entered into a Third Amendment to the Lease, pursuant to which the current term of the Lease is set to expire on August 31, 2023; and

WHEREAS, on July 14, 2023, Landlord and Tenant entered into a Fourth Amendment to the Lease, pursuant to which the current term of the Lease is set to expire on August 31, 2024; and

WHEREAS, Landlord and Tenant have agreed to extend the term of the Lease for an additional one (1) year, subject to City Commission approval, and subject to and in accordance with the terms and provisions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, for themselves and their successors and assigns, hereby covenant and agree to amend the Lease as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.

2. **Defined Terms.** All capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Lease. All references in the Lease to the term “**Lease**” shall mean the Lease, as amended by this Amendment.

3. **Term of the Lease.** Landlord and Tenant acknowledge and agree that the Term of the Lease, as referenced under Section II of the Lease, is hereby extended for an additional one (1)

year, commencing on September 1, 2024 (the “Extension Commencement Date”) and terminating on August 31, 2025, unless sooner terminated as provided herein. Either party shall have the right to terminate this Lease (“Termination Right”) at any time after the Extension Commencement Date (“Early Termination Date”), so long as it delivers to the other party a written notice (“Termination Notice”), of its election to exercise its Termination Right no less than ninety (90) days in advance of the Early Termination Date. Upon either party timely and properly exercising its Termination Right, Tenant shall vacate the Premises and deliver possession to Landlord in the condition required by the Terms of this Lease on or before the Early Termination Date and Tenant shall have no further obligations under this Lease with respect to the Premises except for those accruing prior to the Early Termination Date, and those which, pursuant to the terms of the Lease, survive the expiration or early termination of this Lease with respect to the Premises.

4. **Governing Law.** This Fifth Amendment shall be governed by the laws of the State of Florida.

5. **Regulatory Authority.** Landlord and Tenant agree that notwithstanding and without limiting the terms of this Amendment, the Landlord retains its regulatory authority and will enforce its Zoning Code and take all action necessary to protect the public safety.

6. **Ratification.** Except as modified by this Fifth Amendment, all of the terms, covenants and conditions of the Lease, First Amendment, and Second Amendment are confirmed and approved and shall remain in full force and effect.

7. **Conflict.** In the event of a conflict between the terms of this Fifth Amendment and the Lease, First Amendment, Second Amendment, Third Amendment, or Fourth Amendment the terms of this - Fifth Amendment shall control.

8. **Negotiations of Amendment.** The drafting and negotiation of this Fifth Amendment have been participated in by each of the parties, and for all purposes, therefore, this Fifth Amendment shall be deemed to have been drafted jointly by each of the parties.

9. **Counterparts.** This Fifth Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Fifth Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Fifth Amendment and attached to another copy in order to form one or more counterparts. Signature pages exchanged by facsimile or electronic transmission shall be fully binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties below have caused this Fifth Amendment to Lease Agreement to be executed under seal as of the date and year first above written.

LANDLORD:

CITY OF CORAL GABLES, a
municipal corporation of the State of Florida

By: _____
Amos Rojas, Jr. City Manager

ATTEST:
By: _____
Billy Y. Urquia
City Clerk

Approved as to form and legal sufficiency
By: _____
Cristina M. Suarez
City Attorney

TENANT:

corporation
By: _____
Name: Maria Santanarivera
Title: Pres.
PATIO & THINGS, INC., a Flo

ATTEST/WITNESS:
By: _____
Name: CELIA R. GARCIA

By: _____
Name: _____