

**THIRD AMENDMENT TO LEASE BETWEEN CITY OF  
CORAL GABLES, FL AND ROBERT MAGUIRE DBA GRANADA SNACK SHOP**

THIS SECOND AMENDMENT TO LEASE BETWEEN CITY OF CORAL GABLES, FLORIDA AND ROBERT MAGUIRE D/B/A GRANADA SNACK SHOP (this “**Third Amendment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (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 ROBERT MAGUIRE (“**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant have entered into several Lease Agreements since 2003 which include the Lease Agreement with Term commencing September 1, 2018 (the “Lease”) for the lease of certain premises located at 2001 Granada Blvd., Coral Gables, Florida 33134 (collectively, the “Premises”) which are more particularly described in the Lease; and

**WHEREAS**, the Agreement is currently set to expire on August 31, 2021; and

**WHEREAS**, the Lease has been amended pursuant to the First Amendment to Lease Agreement dated June 22, 2020 (the “First Amendment”) and the Second Amendment to Lease Agreement dated February 2, 2021 (“Second Amendment”); and

**WHEREAS**, as set forth in the First Amendment and Second Amendment, Tenant has acknowledged it is currently in default under the Lease for failure to pay Rent for certain months (the “Deferred Rent”) and Tenant and Landlord have agreed to a payment plan for payment of the Deferred Rent as set forth in the Second Amendment; and

**WHEREAS**, pursuant to Section 2-1091 of the City Code, the City published an advertisement soliciting proposals through August 23, 2021 for the lease of the Premises; and

**WHEREAS**, given the importance to the community of the Granada Snack Shop which has operated the restaurant at the Premises for twenty-seven years, the City Commission, pursuant to Resolution No. 2021-198, directed the City Manager to negotiate an extension of the Lease during the solicitation process and any permitting process associated with any build-out of the Premises; and

**WHEREAS**, Tenant and Landlord have agreed to an extension of the Term of the lease through December 31, 2021 with additional extensions, at the City Manager’s discretion, on a month-to-month basis, pursuant to the terms set forth below in this Third Amendment; and

**WHEREAS**, Landlord and Tenant have agreed to extend the term of the Lease through December 31, 2021, subject to City Commission approval, and subject to and in accordance with the terms and provisions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to

one another; the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and agree 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 and herein 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 four (4) months, commencing on September 1, 2021 (the “Extension Commencement Date”) and terminating on December 31, 2021 (the “Termination Date”), unless otherwise terminated or extended as provided in the Lease.

4. **Extension of Term on a Month-to-Month Basis.** The City Manager shall have the sole discretion to further extend the Term of the Lease on a month-to-month basis upon terms and conditions to be negotiated and memorialized in a subsequent amendment to the Lease.

5. **Rent Payment.** Beginning with the Rent payment due on September 1, 2021, and continuing through and including the Rent payment due on December 1, 2021, Tenant agrees to pay Rent to Landlord in monthly installments as set forth below:

| Payment Date      | Rent Due   | Maintenance & Insurance | Sales Tax | Total Rent Payment Due |
|-------------------|------------|-------------------------|-----------|------------------------|
| September 1, 2021 | \$1,000.00 | \$59.87                 | \$68.89   | \$1,128.76             |
| October 1, 2021   | \$1,000.00 | \$59.87                 | \$68.89   | \$1,128.76             |
| November 1, 2021  | \$1,000.00 | \$59.87                 | \$68.89   | \$1,128.76             |
| December 1, 2021  | \$1,000.00 | \$59.87                 | \$68.89   | \$1,128.76             |

6. **Deferred Rent Payment.** Tenant agrees to pay the Deferred Rent balance (\$11,280.86) in monthly installments as set forth below:

| Payment Date      | Payment toward Deferred Rent | Balance (Deferred Rent Owed as of 7/19/21 \$11,280.86) |
|-------------------|------------------------------|--|
| September 1, 2021 | \$1,000.00                   | \$10,280.86  |
| October 1, 2021   | \$1,000.00                   | \$9,280.86   |
| November 1, 2021  | \$1,000.00                   | \$8,280.86   |
| December 1, 2021  | \$1,000.00                   | \$7,280.86   |
| December 31, 2021 | \$7,280.86                   | \$0.00   |

7. **Default.** Tenant acknowledges that it is currently in default under the Lease and will remain in default under the Lease until the outstanding balance of Deferred Rent is paid in

full. In the event that Tenant fails to timely pay to Landlord any amounts due under the Lease or as required herein, Landlord shall have the right, at its option, to exercise any of the remedies available to Landlord under the lease, or at law or equity, including the right to declare the Premises and the buildings and improvements situated thereon, to have reverted to the possession of the Landlord, whereupon Tenant shall immediately and voluntarily vacate the Premises and Tenant shall continue to be liable for the Deferred Rent together with any Rent or other amounts due under the Lease.

8. **Ratification.** Except as modified by this Third Amendment, all of the terms, covenants and conditions of the Lease (including the Second Amendment and Third Amendment) are confirmed and approved and shall remain in full force and effect.

9. **Counterparts.** This Third Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This 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 Third 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 Second 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: \_\_\_\_\_  
Peter J. Iglesias  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Billy Y. Urquia  
City Clerk

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Miriam Soler Ramos  
City Attorney

**TENANT:**

**ROBERT MAGUIRE**

By: \_\_\_\_\_  
Name: Robert Maguire  
Title: owner

**ATTEST/WITNESS:**

By: Rita Tennyson  
Name: Rita Tennyson

By: Sasha Tennyson  
Name: Sasha Tennyson