

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2016-02**

A RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION OF THE LEASE AGREEMENT BETWEEN THE CITY AND SUPERCUTS CORPORATE SHOPS, INC. (WITH THE SAME TERMS AND CONDITIONS) FOR THE USE OF PROPERTY LOCATED AT 292 MIRACLE MILE, CORAL GABLES, FLORIDA.

**WHEREAS**, the lease between the City and Supercuts Corporate Shops, Inc. for the premises at 292 Miracle Mile, Coral Gables, Florida is to expire on January 31, 2015, in accordance with Resolution No. 2011-204; and

**WHEREAS**, the City is currently considering other options for the space; and

**WHEREAS**, the City would like to extend the term on a month-to-month basis at a base rate of \$8,437.50 per month, where either party has the right to terminate lease with 30 days' notice;

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

**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.** That the Second Amendment to the Retail Lease Agreement (the "Amendment") is hereby approved in substantially the form attached hereto as Exhibit "A," with further negotiations authorized to finalize non-business terms prior to execution of the Lease.

**SECTION 3.** That the City Manager is hereby authorized to execute the Amendment with such modifications to the form attached hereto as Exhibit "A" may be approved by the City Manager and City Attorney that are necessary to intent of this resolution, during which time the City can explore options for leasing the space.

**SECTION 4.** That this resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWELFTH DAY OF JANUARY, A.D., 2016.  
(Moved: Lago / Seconded: Slesnick)  
(Yeas: Quesada, Slesnick, Keon, Lago, Cason)  
(Unanimous: 5-0 Vote)  
(Agenda Item: C-2)


APPROVED:

  
JIM CASON  
MAYOR

ATTEST:

  
WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
CRAIG E. LEEN  
CITY ATTORNEY

**SECOND AMENDMENT TO RETAIL LEASE AGREEMENT**

This **SECOND AMENDMENT TO RETAIL LEASE AGREEMENT** (this "Amendment") is entered into as of this \_\_\_\_\_ day of January, 2016, by and between **CITY OF CORAL GABLES**, a Florida municipal corporation ("Landlord") and **SUPERCUTS CORPORATE SHOPS, INC.**, a Delaware corporation ("Tenant"). Landlord and Tenant are herein collectively referred to as the "Parties".

- A. Pursuant to the Lease, Landlord has leased to Tenant and Tenant has leased from Landlord approximately 2,250 square feet of retail space (the "Premises") located at 292 Miracle Mile, Coral Gables, Florida, all as more particularly described in the Lease.
- B. Landlord and Tenant are parties to that certain lease dated February 4, 2011, as amended from time to time (collectively, the "Lease").
- C. Landlord and Tenant desire to amend the Lease to alter and add certain provisions thereof on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Month-to-Month Term: Base Rent. The term of the Lease is hereby extended on a month-to-month basis commencing on February 1, 2016. From and after February 1, 2016, such month-to-month tenancy shall be terminable on thirty (30) days advance written notice by either party to the other. Base Rent shall be \$8,437.50 per month during such month-to-month tenancy.
- 2. Lease in Full Force: Ratification. Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect and Landlord and Tenant hereby ratify the Lease, as amended hereby.
- 3. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Amendment is executed as of the date first written above.

**LANDLORD:**

**CITY OF CORAL GABLES,**  
a Florida municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

**SUPERCUTS CORPORATE SHOPS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Bruce Robinson

Its: Vice President