

ST. PETERSBURG CITY COUNCIL
CONSENT AGENDA
Meeting of July 9, 2009

TO: The Honorable Chair and Members of City Council

SUBJECT: Authorizing the Mayor, or his designee, to execute a First Amendment to Lease between the City of St. Petersburg, Florida ("City") and Morrow's Incorporated, d/b/a Morrow's, ("Tenant") for Space No. 1019 at The Pier correcting Tenant's Percentage Rent; and providing an effective date.

EXPLANATION: Attached, for your review, is the First Amendment to Lease at The Pier between the City of St. Petersburg and Morrow's Incorporated, d/b/a Morrow's, a Tenant at The Pier since June 5, 2003, for Space No. 1019. The Tenant has requested that the City approve the First Amendment to Lease. Morrow's was one of the few Pier tenants who did not request a rent adjustment upon expiration of their original lease, therefore this is neither a rent adjustment nor a modification to rent, but correcting a typographical error in the approved and executed Lease. The Tenant's Percentage Rent Breakpoint and Percentage above the Breakpoint are corrected as follows:

The original Lease as approved by City Council on January 22, 2009, had the following:

April 1, 2008 through March 31, 2011, seven percent (7%) of Gross Sales exceeding an annual Breakpoint of One Hundred Forty-Five Thousand Seven Hundred Dollars (\$145,700.00)

April 1, 2011 through September 30, 2011, seven percent (7%) of Gross Sales exceeding a monthly Breakpoint of Twelve Thousand One Hundred Forty-Two Dollars (\$12,142.00)

The First Amendment to Lease changes the Breakpoint and Percentage to the following:

April 1, 2008 through March 31, 2011, ten percent (10%) of Gross Sales exceeding an annual Breakpoint of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)

April 1, 2011 through September 30, 2011, ten percent (10%) of Gross Sales exceeding a monthly Breakpoint of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00)

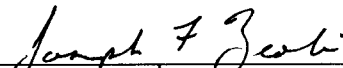
RECOMMENDATION: Based upon the above information, Pier Management recommends, and Administration concurs, that City Council authorize the Mayor, or his designee, to execute the First Amendment to Lease between the City of St. Petersburg and Morrow's Incorporated, d/b/a Morrow's correcting Tenant's Percentage Rent.

COST/FUNDING/ASSESSMENT INFORMATION: Not Applicable.

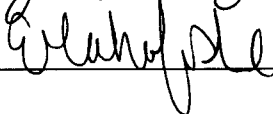
ATTACHMENTS: First Amendment to Lease and Resolution.

APPROVALS:

Administration:



Budget:



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of the _____ day of _____, 2009 ("Effective Date") by and between the City of St. Petersburg, Florida ("Landlord"), a Florida municipal corporation, and Morrow's Incorporated, d/b/a Morrow's ("Tenant").

WHEREAS, the City and Tenant entered into a lease for Space No. 1019 at the Pier ("Premises"), dated as of the 1st day of April, 2008 ("Lease"); and

WHEREAS, the City and Tenant wish to amend Article I, Paragraph H., Percentage Rent of the Lease to the terms set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Tenant hereby agree as follows:

1. The Lease is hereby amended as follows as of the Commencement Date set forth in the Lease:

Article I, Paragraph H., Percentage Rent, shall be deleted and the following inserted:

H. Percentage Rent:

April 1, 2008 through March 31, 2011, ten percent (10%) of Gross Sales exceeding an annual Breakpoint of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

April 1, 2011 through September 30, 2011, ten percent (10%) of Gross Sales exceeding a monthly Breakpoint of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00).

2. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment made the day and year first above written.

WITNESSES (Landlord):

Sign: _____

Print: _____

Sign: _____

Print: _____

LANDLORD:

CITY OF ST. PETERSBURG
A municipal corporation of the State of Florida.

By: _____

Patricia Elston
As Its: First Deputy Mayor/City Administrator

ATTEST: _____
Eva Andujar, City Clerk

(SEAL)

WITNESSES (Tenant):

Sign: _____

Print: _____

Sign: _____

Print: _____

TENANT:

Morrow's Incorporated, d/b/a Morrow's

Sign: _____

Name Printed: Ken Susalla

Title: President

APPROVED AS TO CONTENT:

Urban Retail Properties, LLC
a Delaware limited liability company
By: Don Paul
Pier Project Manager

APPROVED AS TO CONTENT AND FORM:

City Attorney or Designee

By: _____
Assistant City Attorney

Resolution No. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A FIRST AMENDMENT TO LEASE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND MORROW'S INCORPORATED, D/B/A MORROW'S ("TENANT"), FOR SPACE NO. 1019 AT THE PIER CORRECTING TENANT'S PERCENTAGE RENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Tenant wish to enter into a First Amendment to Lease for Space No. 1019 at the Pier correcting Tenant's Percentage Rent amount; and

WHEREAS, Tenant has agreed to the terms and conditions contained in the First Amendment to Lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute the First Amendment to Lease between the City of St. Petersburg, Florida and Morrow's Incorporated, d/b/a Morrow's for Space No. 1019 at the Pier correcting Tenant's Percentage Rent.

This resolution shall become effective immediately upon its adoption.

APPROVED BY:



City Attorney (or Designee)



Downtown Enterprise Facilities Director