

**ST. PETERSBURG CITY COUNCIL
CONSENT AGENDA
Meeting of August 20, 2009**

TO: The Honorable Chair and Members of City Council

SUBJECT: Authorizing the Mayor, or his designee, to execute a Lease Agreement between the City of St. Petersburg, Florida ("City") and Good Karma Trading LLC d/b/a DesTnation, ("Tenant") for Space No. 1008 at The Pier for a three (3) year Term commencing September 1, 2009 and expiring August 31, 2012; and providing an effective date.

EXPLANATION: Attached, for your review, are Article 1 and Exhibit A of The Pier Lease Agreement between the City of St. Petersburg and Good Karma Trading LLC d/b/a DesTnation, for Space No. 1008. Article 1 sets forth the general business points of the Lease. The Tenant has requested that the City approve the Lease with a three (3) year Term commencing September 1, 2009 and expiring on August 31, 2012.

RECOMMENDATION: Based upon the above information, Pier Management recommends, and Administration concurs, that City Council authorize the Mayor, or his designee, to execute the Lease Agreement between the City of St. Petersburg and Good Karma Trading LLC d/b/a DesTnation providing for a three (3) year Term commencing September 1, 2009 and expiring August 31, 2012, for Space No. 1008.

COST/FUNDING/ASSESSMENT INFORMATION: Not Applicable.

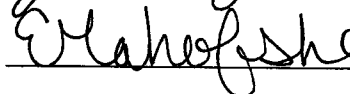
ATTACHMENTS: Article I, Exhibit A and Resolution.

APPROVALS:

Administration:



Budget:



PIER LEASE

THIS LEASE is made as of the _____ day of _____, 2009, between the City of St. Petersburg, Florida ("Landlord"), a Florida municipal corporation, and Good Karma Trading LLC d/b/a DesTnation ("Tenant"), a Florida Limited Liability Company whose address is 1266 Bay Harbor Drive, Apt. 308, Palm Harbor, FL 34685.

ARTICLE 1

BASIC PROVISIONS

A. Tenant's Trade Name: DesTnation

B. Center: The building and related structures and improvements which are commonly known as "The Pier," as further defined in Article 2.

Address: 800 Second Avenue N.E., Suite 3002
St. Petersburg, FL 33701-3503

C. Premises: Space No. 1008 at the Center, consisting of approximately one hundred eighty-six (186) rentable square feet, the approximate location of which is shown on Exhibit A hereto. The Premises shall include the personal property and equipment listed in Exhibit B hereto, the title to which is held by Landlord. The Premises shall not include the roof or exterior walls of the building or buildings of which the Premises form a part, the underlying real property or submerged land beneath the Premises, or Common Areas, except as may be hereinafter specifically set forth.

D. Commencement Date: September 1, 2009

E. Expiration Date: August 31, 2012

F. Permitted Use: The retail sale of knits and t-shirts of a grade approved by Landlord. Tenant may retail other items as approved by Landlord. Tenant shall not use or permit the use of the Premises for any other use or purpose than that set forth herein.

G. Minimum Base Rent:

September 1, 2009 through August 31, 2012 = \$800.00 per month

H. Percentage Rent:

September 1, 2009 through August 31, 2012, seven percent (7%) of annual Gross Sales exceeding an annual Breakpoint of One Hundred Fifty Thousand Dollars (\$150,000.00).

- I. Monthly Share of Common Area Costs:**
September 1, 2009 through August 31, 2010 = \$175.00 per month
September 1, 2010 through August 31, 2012 = \$190.00 per month
- J. Monthly Share of Taxes:** N/A
- K. Monthly Share of Utilities:**
September 1, 2009 through August 31, 2010 = \$100.00 per month
September 1, 2010 through August 31, 2012 = \$110.00 per month
- L. Monthly Promotion Fund Charge:**
September 1, 2009 through August 31, 2012 = \$25.00 per month
- M. Construction Related Charges:** N/A
- N. Security Deposit:** \$800.00
- O. Non-Compete Area:** The area within a ten (10) mile radius of the Center.
- P. Personal Guarantee:** N/A
- Q. Rent Payment Address:** Tenant shall forward all Rent, insurance certificates and Gross Sales reports to the Manager at the address for the Center set forth in this Article 1, Attention: Management Office, or at such other address or addresses as Landlord shall designate in writing.
- R. Rent Shall Be Payable To:** The City of St. Petersburg #59-6000424, or such other entity as Landlord shall designate from time to time in writing.

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article 1, and the terms defined in Article 2, shall have the meanings specified therefor, herein or therein, when used as capitalized terms in other provisions of this Lease.

ARTICLE 2

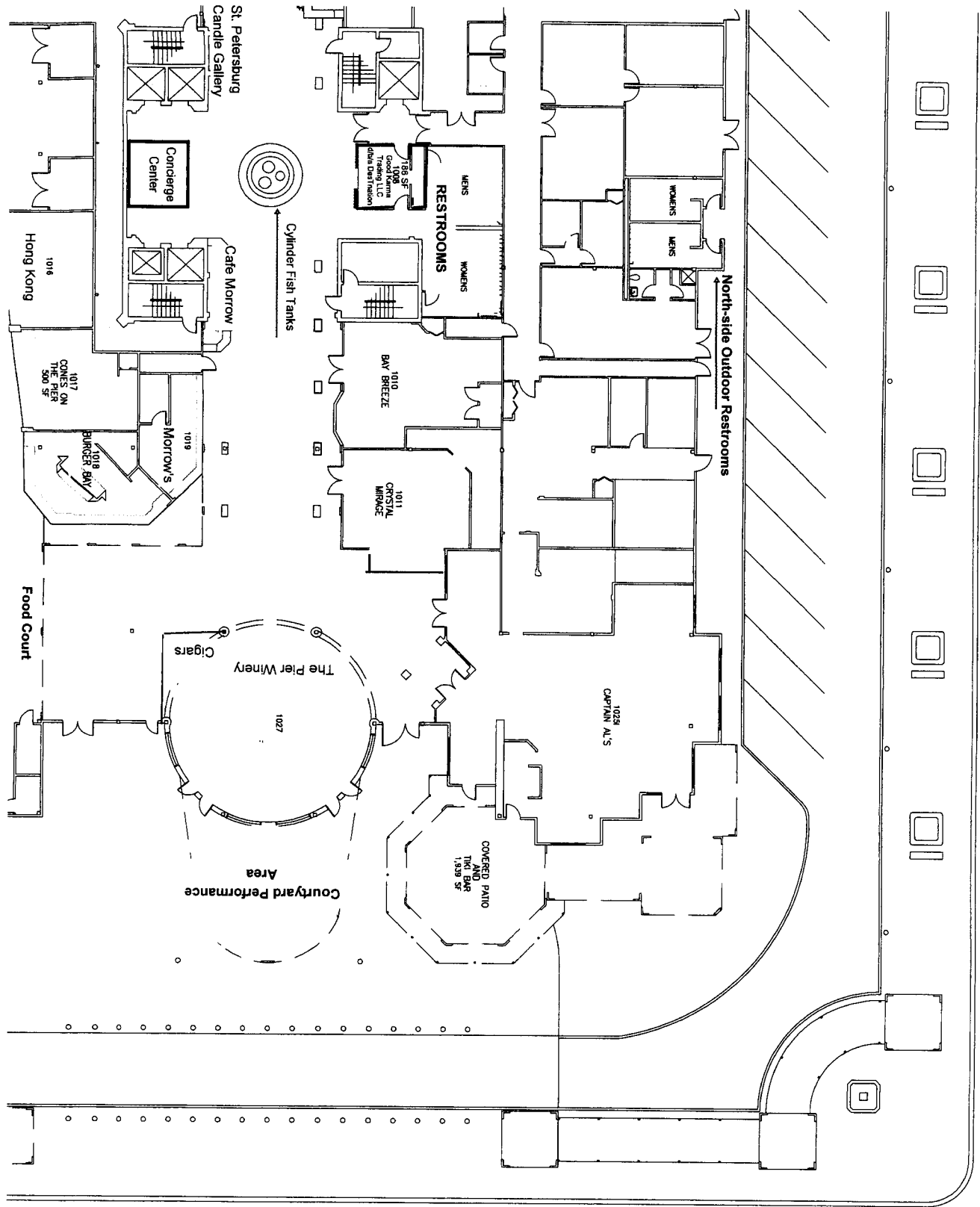
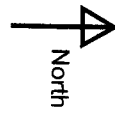
DEFINITIONS

A. "Center" shall mean the building and related structures and improvements which are commonly known as "The Pier" and in which the Premises are located and any other buildings or structures owned or ground leased by Landlord from time to time and operated in conjunction therewith, whether or not shown on Exhibit A hereto, together with the Common Areas, and all parcels or tracts of land owned or ground leased by Landlord from time to time on which all or any portion of the foregoing items are located and any fixtures, Systems and Equipment, furniture and other personal property and equipment owned or leased by Landlord located thereon or therein and used in connection therewith.

B. "Common Areas" shall have the meaning specified therefor in Article 13.

Exhibit A

Good Karma Trading LLC
d/b/a DesTnation



THE PIER
ST. PETERSBURG, FLORIDA 33701

Resolution No. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND GOOD KARMA TRADING LLC D/B/A DESTINATION ("TENANT"), FOR SPACE NO. 1008 AT THE PIER FOR A THREE (3) YEAR TERM COMMENCING ON SEPTEMBER 1, 2009, AND EXPIRING AUGUST 31, 2012; AND PROVIDING AN EFFECTIVE DATE.

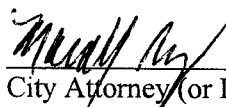
WHEREAS, the City and Tenant wish to enter into a lease for Space No. 1008 at the Pier for a three (3) year term commencing on September 1, 2009, and expiring August 31, 2012 ("Lease"); and

WHEREAS, Tenant has agreed to the terms and conditions contained in the 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 Lease between the City of St. Petersburg, Florida and Good Karma Trading LLC d/b/a DesTnation for Space No. 1008 at the Pier for a three (3) year term commencing on September 1, 2009, and expiring August 31, 2012.

This resolution shall become effective immediately upon its adoption.

APPROVED BY:



City Attorney (or Designee)



Downtown Enterprise Facilities Director