



AGENDA
SPECIAL MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

April 9, 2029 – 6:00 P.M.

A. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

Russ Jeffries – President
Tony Leonardini – Vice President
Vince Ferrante – Secretary
Peggy Shirrel – Commissioner
James Goulart - Commissioner

Linda G. McIntyre – General Manager
Mike Rodriguez – District Counsel (On Call)
Tommy Razzeca – Assistant General Manager

B. PUBLIC COMMENTS

Members of the general public may address the Board of Harbor Commissioners regarding any item that is not on the Agenda. The President may limit the total amount of time of testimony on particular issues and for each individual speaker.

C. SPECIAL PRESENTATION

Patrick Stafford and Alison Goss from Mahoney & Associates Commercial Real Estate will present a marketing plan for the North Harbor restaurant building.

D. NEW BUSINESS

ITEM – Consider adopting Resolution No. 19-02 Authorizing the General Manager to enter into a Listing Contract for the marketing of the North Harbor Building.

- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

E. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for April 24, 2019 at 7:00 PM at the offices of the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals who require special accommodations are requested to contact the Assistant General Manager by emailing Razzeca@mosslandingharbor.dst.ca.us or by calling 831.633.2461 no less than 72 hours prior to the meeting or in the case of a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and may be obtained by logging onto the District's website at www.mosslandingharbor.dst.ca.us, by contacting the District at 831.633.5417 or by emailing Mcintyre@mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



BOARD OF HARBOR COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
Margaret "Peggy" Shirrel, Ph.D.
James R. Goulart

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



GENERAL MANAGER
HARBOR MASTER
Linda G. McIntyre, Esq.
Assistant General Manager
Tommy Razzeca

STAFF REPORT

RE: RESOLUTION 19-02 - COMMERCIAL BROKER FOR NORTH HARBOR BUILDING
SPECIAL BOARD MEETING OF APRIL 09, 2019

The 9500+/-sf building at North Harbor currently under construction is nearing completion and the District needs to enter into a lease with a suitable tenant.

To that end the Real Property Committee met with 3 commercial real estate brokers and contacted a 4th, who only sells entire businesses but does not recruit tenants or negotiate leases. One of the three commercial brokers with whom the Real Property Committee met did not want to spend the time preparing a proposal and presenting it to the Board.

The Board may recall Darryl Kenyon of Mid Coast Realty who made a presentation to the Board, and this evening the Board will be receiving a presentation from Patrick Stafford and Alison Goss with Mahoney & Associates Commercial Real Estate. Both brokers have experience in the commercial leasing field.

Fees are similar to commissions paid if purchasing a home or other real estate; in addition to an example of an Exclusive Listing Agreement attached as Exhibit A are the fee schedules of Patrick Stafford (Exhibit B) and Darryl Kenyon (Exhibit C).

On a hypothetical rent of \$2.50 per sf with no percentage rent and a 10-year lease the rent would be \$285,000 per year X 10 years = \$2,850,000. According the Kenyon fee schedule the commission is 4% of gross value of the lease for leases over \$1,000,000 which would be \$114,000. Using the same hypothetical, the Mahoney commission is a sliding scale over 5 years which would be \$74,100 plus a negotiated potential 3% for the additional years – in the hypothetical this would be 5 years for a total commission of \$116,850.

The Board should consider whether to adopt Resolution 19-02 and if affirmative, the Board should consider with which commercial broker the Board desires to enter into a contract.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



**EXCLUSIVE RIGHT TO REPRESENT OWNER
FOR SALE OR LEASE OF REAL PROPERTY
(Non-Residential)**

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 **Parties:** This agency Agreement ("Agreement"), dated for reference purposes only _____, is made by and between _____, whose address is _____, telephone number _____, Fax No. _____ ("Owner"), and _____, whose address is _____, telephone number _____, Fax No. _____ ("Agent").

1.2 **Property/Premises:** The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of _____, located in the City of _____, County of _____, State of _____, and generally described as (describe briefly the nature of the property): _____

("Property"). (See also Paragraph 3).

1.3 **Term of Agreement:** The term of this Agreement shall commence on _____ and expire at 5:00 p.m. on _____, except as it may be extended ("Term"). (See also paragraph 4)

1.4 **Transaction:** The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):

(a) A sale for the following sale price and terms: _____

and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("AIR"), or for such other price and terms agreeable to Owner;

(b) A lease or other tenancy for the following rent and terms: _____

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("lessees"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

- (a) Place advertising signs on the Property;
- (b) Place a lock box on the Property if vacant;
- (c) Accept deposits from potential buyers or lessees; and
- (d) Distribute information regarding the Property to participants in THE MULTIPLE ("MULTIPLE") of the AIR and/or any other

appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

INITIALS

INITIALS

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OA-8.11, Revised 01-01-2019

Mahoney & Associates 501 Abrego Street Monterey, CA 93940
Phone: 831-646-1919 Fax: 831-646-1115 Alison Goss

Untitled

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker").

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and _____

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

- (a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;
- (b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and
- (c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. **EXTENSION OF TERM.** If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("Sale Agreement"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

5. COMMISSION.

5.1 Owner shall pay Agent a commission in the amount of _____ in accordance with the commission schedule attached hereto ("Agreed Commission"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) the Property is sold; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease and a lease of the Property, or a portion thereof is executed; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

(d) If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited Agent shall be entitled to one-half (½) thereof, but not to exceed the total amount of the commission that would have been payable had the sale or lease transaction been consummated.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. **ALTERNATIVE TRANSACTION.** If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "Alternative Transaction"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

7. **EXCLUDED AND REGISTERED PERSONS.**

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("Excluded Persons", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("Excluded Transaction"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("Registered Persons", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("Registered Transaction"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

8. **OWNER'S REPRESENTATIONS.**

Owner represents and warrants that:

(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).

(f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

9. **OWNER'S ACKNOWLEDGMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and

environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

10. MISCELLANEOUS.

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.

10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. ARBITRATION OF DISPUTES.

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: THE AMERICAN ARBITRATION ASSOCIATION OR _____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Owner's Initials

Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. **Additional Provisions:** Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs _____ through _____ (if there are no additional provisions write "NONE"):

13. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Owner's Agent.* An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: *To the Owner:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential buyer/lessee and the Owner:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Date: _____	Date: _____
OWNER	AGENT
_____	_____
_____	_____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
	Agent DRE License #: _____

	Address: _____

	Phone: _____

	Fax: _____

	Email: _____

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
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LEASE LISTING ADDENDUM

If during the Listing Period negotiations involving the leasing of the Property have commenced and are continuing then the Listing Period shall be extended with respect to such transaction(s) and negotiation(s) for a period through the termination of such negotiation(s) or the consummation of such transaction(s).

In consideration of the Authorization and Brokers' Agreement to diligently pursue the procurement of tenant(s) for the Property, Owner agrees to pay Broker commissions as follows:

LEASING SCHEDULE

- 7% of the rent for the first year*
- 6% of the rent for the second year*
- 5% of the rent for the third year*
- 4% of the rent for the fourth year*
- 4% of the rent for the fifth year*
- (\$500 on any lease transaction)***

1. COMMENCEMENT OF RENT: For the purpose of computing the amount of the commission due on a leasing transaction, the first month when the minimum base rental rate commences shall be deemed to be the first month of the lease. In the event there is a credit given to Tenant in the form of free or reduced rent in lieu of tenant improvements, which are normally paid by Owner, such credit shall be disregarded for purposes of calculating the commissions due for such transaction.

2. MONTH-TO-MONTH TENANCY: The commission shall be 50% of the first month's rent but in no event less than \$500.00. If said month-to-month tenancy should continue, the commission obligation shall be payable annually in arrears, based on the provisions of the above-stated Schedule (no commission is due after a lease term of 5 years). In the event a month-to-month tenant subsequently executes a lease, either directly with Owner or through Broker, within 24 months from the date of first occupancy of the month-to-month tenant, then Broker shall receive a leasing commission with respect to such lease in accordance with this Schedule.

3. SALE OF PROPERTY: If during the listing period, Owner receives an acceptable offer to purchase the subject property, Owner will agree to have Broker represent Owner for such transaction who shall be entitled to receive 50% of a normal commission to be paid at close of escrow. In the event that a tenant procured by Broker purchases the property during the term of the lease, Broker shall be entitle to a sales commission equal to 4% of the sales price – less any prepaid leasing commissions which have not yet been earned. For example, if tenant purchases the property after the first year of a 5-year lease, the leasing commission paid for years 2 through 5 shall be rebated to Owner as a credit to escrow. This provision will not apply for direct transactions and transactions between family members.

4. PAYMENT: One-half of leasing commissions shall be paid upon full execution of a lease, and the balance shall be paid on the date specified in the lease for the commencement of the term. Broker is hereby authorized to deduct its commission from any deposits, payments, or other funds paid in connection with such transaction. Agent shall have full responsibility for obtaining any and all financial information and previous business experience on the prospective tenant that owner shall require. It is recognized, however, that owner has the absolute sole discretion as to ultimate acceptance of said tenant prior to executing any lease. In the event of any subsequent default by tenant, Agent shall have no liability.

Owner Initial

Broker Initial

EXHIBIT
 B

What are our leasing fees?

- **Leasing fees.** These are similar to residential real estate fees:

- 5% of the **Gross Value** of the Lease, for leases up to \$1,000,000
- 4% of the **Gross Value** of the Lease, for leases over \$1,000,000

We deliver an **estimate of each lease fee** with each approved Letter of Intent executed lease and our fees are invoiced with delivery of your new Tenant's Lease.

Our fees are split 50/50% with licensed Procuring Agents

MCR

MID COAST REALTY
COMMERCIAL REAL ESTATE SERVICES

Darryl Kenyon / Partner

Carmel ■ Santa Cruz

MAIL P.O. Box 398, Pebble Beach, CA 93953

TEL 831-320-3118

EMAIL darrylkenyon5@gmail.com

WEB www.midcoastregroup.com

DRE# 01476469

EXHIBIT

RESOLUTION NO. 19-02

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS
LANDING HARBOR DISTRICT ACCEPTING A PROPOSAL BY
_____ FOR PROFESSIONAL COMMERCIAL
REAL ESTATE SERVICES**

* * * * *

WHEREAS, the District is the owner of property at North Harbor on which a 9500 square foot +/- building is under construction, and

WHEREAS, the District desires to hire the services of a professional commercial broker to seek a suitable tenant for the building and negotiate a satisfactory lease for the Harbor District, and

WHEREAS, Darryl Kenyon of Mid Coast Realty and Patrick Stafford of Mahoney & Associates have met with the Real Property Committee and thereafter have submitted proposals and made presentations to the Board for the professional services outlined above, and

WHEREAS, both broker firms are properly licensed with the State of California Department of Real Estate and have many years of experience in the commercial real estate field, and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Moss Landing Harbor District that the proposal by _____ is hereby approved and the General Manager is authorized to take all actions necessary to effectuate the intent of this Resolution, subject to review and approval by District Counsel, with _____ and to expend an amount not to exceed \$ _____ therefor from the Districts general funds.

* * * * *

CERTIFICATION

Resolution 19-02 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on the 9TH day of April, 2019, a quorum present and acting throughout, by the following vote, to wit:

- AYES:
- NOES:
- ABSTAIN
- ABSENT:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners