

Meeting Date October 25, 2017		AGENDA ITEM REQUEST	
		Section 7	Consent J
		Item Number	7.J.3

Department	Real Estate
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Requested Action:

Consideration of approving a one (1) year extension to Lightle Beckner Robison (LBR) Exclusive Leasing Agreement and Property Management Agreement. These contracts expire December 31, 2017. Documents have been reviewed and approved by General Counsel/Port Attorney. (Scott Shepard)

Summary Explanation & Background:

Lightle Beckner Robison (LBR) is currently under contract to provide Exclusive Leasing Agency Services and Property Management Services for the following properties:

Port Canaveral International Commerce Center – 405 Atlantis Ave
Former Allen Investments Buildings – 710, 720 & 730 Mullet Road
Titusville Logistics Center – 7700 S Washington Ave
Public Restrooms/Ticket Office – 650 Glen Cheek Drive

These services include but are not limited to:

- Real Estate Services
- Consulting Services
- Building Maintenance Contractor
- Inspection of buildings on a regular basis
- Repair and maintenance of buildings
- Monthly reporting
- Manage Tenant Build-out

These contracts will expire on December 31, 2017. There will be no increase to the monthly fee of \$3,250 for these services.

Staff is requesting to extend these contracts for an additional one (1) year term, through December 31, 2018

Financial Review by Pat Poston:	The NTE amount of \$38,400 is an operational expense and is included in the FY18 Operating Budget.
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Attachments:

Contract/Agreement:	Reviewed by General Counsel Yes X No <input type="checkbox"/>
	Reviewed by Port Attorney Yes X No <input type="checkbox"/>

Department Approval: Scott Shepard, CCIM, Director, Real Estate <i>SS</i>	CEO Approval: John W. Murray, CEO 
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CANAVERAL PORT AUTHORITY

Agreement Modification #5

Effective Date June 1, 2015

Agreement for Exclusive Leasing Agency Services
For Vacant Office Space at Maritime Center, 445 Challenger Road
Dated June 15, 2012, as amended

Between

Lightle Beckner Robison, Inc. (Contractor) and the Canaveral Port Authority (CPA)

Both parties hereby agree to modify said agreement as follows:

Renew agreement for an additional one and a half year term (through December 31, 2018).

The following properties are now covered by this agreement:

445 Challenger Road
405 Atlantis Road
710, 720 & 730 Mullet Road
Port Canaveral Logistics Center at Titusville

The commission structure is now revised as follows:

- If Contractor completes a lease without a cooperating broker, Contractor receives 4% of the total gross rent to be paid over the lease term, 50% upon lease execution and 50% upon tenant occupancy
- If Contractor completes a lease with a cooperating broker, Contractor and cooperating broker will share 5% of the total gross rent to be paid over the lease term, 50% upon lease execution and 50% upon tenant occupancy
- If Contractor completes a lease with a tenant lead provided by the CPA, Contractor receives 2% of the total gross rent to be paid over the lease term, 50% paid upon lease execution and 50% paid upon tenant occupancy
- If the CPA completes a lease without Contractor involvement, Contractor receives 1% of the total gross rent to be paid over the lease term, 50% paid upon lease execution and 50% paid upon tenant occupancy
- Commission shall be payable up to a 10 year lease term.



In the event of a sale of any portion of the Port Canaveral Logistics Center Titusville, Contractor will be paid at closing as follows:

- If Contractor completes the sale without a cooperating broker, Contractor receives 2% of the final sale price, paid at closing
- If Contractor completes the sale with a cooperating broker, Contractor and cooperating broker will share 3% of the final sale price paid at closing
- If Contractor completes the sale with a buyer lead provided by the CPA, Contractor receives 1% of the final sale price paid at closing
- If the CPA completes a sale without Contractor involvement, Contractor receives .5% of the final sale price, paid at closing

Where there is conflict with the original contract document, the language in this contract modification will prevail.

IN WITNESS WHEREOF, the parties, by their duly authorized representative have executed this Contract Modification effective as of the Effective Date set forth above.

CANAVERAL PORT AUTHORITY

Attest:

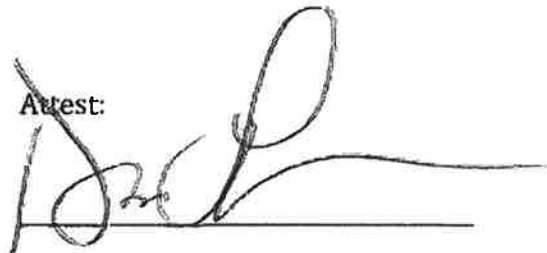
Thomas W. Weinberg, Chairman

Jerry W. Allender, Secretary

LIGHTLE BECKNER ROBISON, INC.

Attest:


PRESIDENT



PORT CANAVERAL PROPERTY MANAGEMENT AGREEMENT
Dated January 1, 2013

MODIFICATION #7

Agreement for Property Management Services for Various Properties Located in Port Canaveral dated January 1, 2013 between Lightle Beckner Robison, Inc. "Managing Agent" and Canaveral Port Authority (CPA) "Owner", as subsequently modified (the "Agreement")

Both parties hereby agree to modify said Agreement as follows:

Renew Agreement for an additional one year term (through December 31, 2018). There will be no fee increase associated with this renewal.

The Owner employs the agent exclusively to provide the following property management services for the following areas:

1. Physical property management services for the properties listed below:
 - a. Port Canaveral International Commerce Center - 405 Atlantis Road
 - b. Public restrooms ticket office - 650 Glen Cheek Drive
 - c. Former Allen Investments Building - 710, 720 & 730 Mullet Road
 - d. Port Canaveral Logistics Center in Titusville
2. At the request of "Owner", be involved in the renewal of existing ground leases on Port Canaveral owned property.
3. At the request of "Owner", be involved as the ongoing contact with current ground lease tenants for port wide issues.
4. At the request of "Owner", provide supervision of alterations, improvements, remodeling, fire restoration, rehabilitation work, and major repairs (as differentiated from normal building repairs) in excess of \$5,000.00, the Managing Agent shall be entitled to additional compensation for supervision, taking bids, and letting contracts and other services, in the amount of 5% of cost of such work, provided that such compensation shall only be paid when specifically authorized by Owner prior to commencement of work.

Except as herein modified, all terms and conditions of said Property Management Agreement shall remain in full force and effect.

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Where there is conflict with the original contract document, the language in this contract modification will prevail.

IN WITNESS WHEREOF, the parties, by their duly authorized representative have executed this Agreement Modification effective as of the last date set forth below.

CANAVERAL PORT AUTHORITY


Attest:

Thomas W. Weinberg, Chairman

Jerry W. Allender, Secretary

LIGHTLE BECKNER ROBISON, INC.

Attest:


PRESIDENT

