

**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 1:30 p.m., January 6, 2022, before the Tampa Port Authority, d/b/a Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

**MOSAIC CROP NUTRITION, LLC - LEASE AGREEMENT**

Additional information is available online at [www.tampaport.com](http://www.tampaport.com). All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on January 5, 2022. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-5031 or fax (813) 905-5029 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH A PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

To be published Wednesday, December 15, 2021  
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING  
JANUARY 6, 2022 AT 1:30 P.M.**

**MOSAIC CROP NUTRITION, LLC - LEASE AGREEMENT**

Port Tampa Bay (PTB) leases approximately seventeen (17) acres of land at Berth 204 on Hookers Point to Mosaic Crop Nutrition, LLC (Mosaic) for a phosphate terminal (Lease). Mosaic desires to lease, as a separate lease, approximately 18,000 square feet of warehouse space and approximately two (2.0) acres of land nearby, at Berth 202. PTB and Mosaic have agreed to the following terms for a lease agreement.

**Premises at Building 202:**

The Premises would consist of approximately 18,000 Square Feet of warehouse space and an additional two (2) acres of vacant land, as shown on Exhibit "A".

**Use:** The Premises would be used solely for terminal operations of dry fertilizer and phosphate commodities.

**Lease Term at Building 202:**

The Initial Term would be from the effective date through 5/31/2023 period with a One (1) Year Lease Extension Option. The effective date being defined as a fully executed agreement.

**Container Loading Facility Building 202 Rent:**

<u>Lease Year</u>	<u>Proposed Rent Per SF</u>	<u>Annual Amount</u>
Effective Date - 5/31/2023	\$10.00	\$180,000.00
6/1/2023 - 5/31/2024	\$10.00	\$180,000.00 Option Year

**Container Loading Facility Building 202 Acreage Rent:**

<u>Lease Year</u>	<u>Proposed Rent Per Acre</u>	<u>Annual Amount</u>
Effective Date - 5/31/2023	\$25,000.00	\$50,000.00
6/1/2023 - 5/31/2024	\$25,000.00	\$50,000.00 Option Year

**Rent Credit Incentive:**

During Lease Year One, rent would be paid as outlined above. At the end of Lease Year One, if the total number of exported containers is greater than the following threshold count, the associated rent credit would be applied accordingly.

- If the total exported container count is Greater than 2,500, then a \$12,500.00 rent credit would be applied to the next lease year.

- If the total exported container count is Greater than 3,000, then a \$25,000.00 rent credit would be applied to the next lease year.
- If the total exported container count is Greater than 3,500, then a \$37,500.00 rent credit would be applied to the next lease year.
- If the total exported container count is Greater than 4,000, then a \$50,000.00 rent credit would be applied to the next lease year.
- The Rent Credit Incentive would apply for the initial one year term and the one year extension terms only. If there is a rent credit to be applied after the extension year, the rent credit would apply to the Mosaic rent obligation at the leasehold of berth 204.

**Common Area:**

There exists a common area on the west side and the north side of the building. Mosaic would have the right to utilize approximately one-third of this area for storage of containers mounted on chassis, employee parking and truck parking.

**Building 202 Floor Repairs:**

Mosaic has occupied the current 30,000 SF building prior to this agreement. It is recognized that the condition of the floor has resulted in damage. PTB and Mosaic would come to an agreement to repair or replace the floor to the original condition and that the costs associated will be borne by Mosaic. PTB would procure competitive quotes for replacement of the floors by a licensed and capable contractor. It is agreed that the floors were not in brand new condition and the replacement costs would have a depreciation deduction based upon a life expectancy of 60 years, the current slab was constructed in 1992, thus the useful life would deplete in 2052. Mosaic will pay PTB a sum equal to the replacement cost less the depreciated percentage of the life expectancy of the slab.

**Environmental Conditions:**

Mosaic would continue full environmental responsibilities as previously applied to the Premises in all respects. All appropriate environmental restrictions would be applied to the Lease, including, without limitation, odor and emissions control as required in the vicinity of the Premises.

**Mosaic Improvements:**

Mosaic would be responsible for all improvements to the Premises and agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS" and Mosaic acknowledges that PTB disclaims and makes no representations or warranties, express or implied, including, without limitation, suitability or fitness for a particular

purpose or otherwise. In addition, MOSAIC would have the right to construct other improvements, subject to prior review and acceptance by PTB.

**Port Improvements:**

PTB would manage the development of the improvements for the additional container loading facility.

**Other:**

Mosaic would be responsible for all utilities, real estate taxes, site improvements, insurance, maintenance of the Premises, and compliance with all seaport security laws and regulations, environmental laws and regulations and all other applicable regulations and laws. For the occupancy of the Building 202 leasehold, Mosaic would be responsible for all maintenance of the mechanical, electrical, plumbing and other equipment within the leasehold. The Port would be responsible for the utility cost and property taxes, the maintenance of the roof and building foundations, walls and steel structure.

**EXHIBIT "A"**  
Premises at Building 202

