

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 2:00 p.m., February 3, 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:

TITAN FLORIDA, LLC – AMENDED AND RESTATED LEASE AGREEMENT

Additional information is available online at 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 February 2, 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, January 12, 2022
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING
FEBRUARY 3, 2022 AT 2:00 P.M.**

TITAN FLORIDA, LLC – AMENDED AND RESTATED LEASE AGREEMENT

Titan Florida, LLC (Titan) and its predecessors have leased land at Berth 219 on Hookers Point since 2002. Rent during the extension option beginning in 2022 was to be negotiated between the parties. Port Tampa Bay staff and Titan negotiated lease terms for the extension as follows. These terms would be incorporated into an amended and restated lease agreement.

Premises: The Premises would consist of the existing acreage leased to Titan pursuant to that certain Amended and Restated Ground Lease New Lease dated December 20, 2006, as amended, containing approximately Twenty-Nine and Fifty-Nine Hundredths (29.59) acres (“Existing Land”) with an approximately Three and fifty-one hundredths (3.51) acres (“Additional Land”) of additional land for a total of Thirty three and one tenth (33.1) acres of land, as outlined on Exhibit “A”.

Use: The Premises would be used solely for storage and trans-loading of aggregate products, cementitious products and the operation of a production facility for ready mix concrete.

Term: The Initial Term would be twenty (20) years commencing January 1, 2022 and ending December 31, 2041. Additionally, Titan would have two (2) – Ten Year (10) New Lease Extension Options based on the same terms and conditions except as set forth in this notice.

Rent: Rent for the New Lease Term would be as follows:

Lease Year 1: Rent would be \$25,000.00 per acre annually or \$827,500.00.

Lease Years 2-20: Rent would be based on the Rent for the previous lease year, as had been adjusted, and will be increased by the increase in the Consumer Price Index (CPI) for All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor, for the “South Region.”

Extension Options: Rent for the first year of each Extension Option would be based upon the fair market value as mutually agreed upon or through an appraisal process, and each subsequent year of the Extension Option would be increased by the increase in CPI.

Wharfage and Guarantee:

PTB would assess dockage and wharfage for all activities relating to Titan’s use of

PTB's berths throughout the Term, and any extensions thereof, in accordance with the then applicable Port tariffs, as amended from time to time. Within any lease year, once Titan has reached the Annual Minimum Financial Guarantee, for the remainder of that lease year, Titan would enjoy a reduced wharfage rate by an amount of 35%.

Annual Minimum Financial Guarantee:

Titan would guarantee the movement, each year during the Term, a Minimum Financial Guarantee (MFG) for each year as stated below. The MFG reflects the payments made from Titan to PTB for Rents, Wharfage and Dockage accumulatively within one lease year.

Lease Years:

- Lease Year 1 through and until Berth 218 is in operation: \$1,577,500.00.
- From the commencement of Berth 218's operation through Year 20: \$2,627,000.00

The MFG would be based on the applicable wharfage rate for each commodity based on the rate published in the published Port tariff for the then current lease year.

Port Improvements:

PTB and Titan desire to construct a new Berth 218, within lease years 1 through 3. PTB would complete the construction. However, in consideration for PTB reducing the MFG during the first three Lease years, Titan would in turn supply, at its sole cost and at no cost to PTB, all ready mix concrete in the mix design as requested by PTB for the improvements and Titan would extend the existing cement pneumatic off-loading lines and pumps.

Titan Improvements:

Titan has been in possession of the Existing Lands pursuant to the Existing Lease and would be responsible for the condition of the Existing Lands as well as the condition of the existing improvements to the Existing Lands as of the commencement date of the Existing Lease. Titan would have the opportunity to inspect the condition of the Additional Lands prior to the commencement date of the New Lease, and would agree to take the Premises and all existing improvements "AS-IS", "WHERE-IS". Titan would acknowledge that PTB disclaims and makes no representations or warranties, express or implied concerning the Premises, including, without limitation, suitability or fitness of the Premises for a particular purpose or otherwise. In addition, Titan would construct additional cement storage facilities and a ready mix plant and other improvements,

subject to prior review and acceptance by PTB. Titan would construct and invest in substantial additional infrastructure for cementitious products and a ready mix facility on the Premises.

Berth 219 Stop and Move Requirement:

Berth 219 is a public berth subject to berthing reservations for specific periods to moor vessels and load or unload cargo at the berth ("Berth Reservation") made through the Port's Operations Department in accordance with the Port's Operations Manual, as amended from time to time. In the unlikely event Titan is unloading commodities at Berth 219 pursuant to a Berth Reservation and the Port requires the use of Berth 219 for a vessel unloading refrigerated cargo, the Port would have the right during the first two (2) Lease years to require Titan's vessel to shift from Berth 219 to another berth upon twenty-four (24) hours prior notice. In such event, Titan would work with the Port to identify the most economical process of relocation. Titan would maintain a record of the actual costs associated with the requirement of the temporary shift from the Berth 219. The costs would include but not necessarily be limited to direct cost reimbursement for any incurred demurrage and/or lost dispatch; and direct cost reimbursement for expenses incurred due to yield/shift, including but not limited to pilots, tugs, and linesmen for moving the vessel to and from berth 219 to an alternate berth. On a quarterly basis, Titan would submit the information substantiating the actual costs of the shifting of the vessels requested by the Port to the Port for review. The Port would reimburse the actual costs within 45 days of the submission of the costs back to Titan. This clause would sunset after two years or upon the completion of Berth 218. This clause would not apply where the Titan vessel arrives late, results from other mechanical or operations issues by Titan or is moored at Berth 219 beyond the Berth Reservation.

Environmental Conditions:

Titan would take the Existing Lands "AS-IS" in all respects, and have an opportunity to inspect and conduct any appropriate environmental audits of the Additional Lands. All appropriate environmental restrictions would be applied to the New Lease, including, without limitation, odor and emissions control as required near the Premises.

Other: Titan 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.

EXHIBIT "A"
SKETCH OF THE PROPERTY

