

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held on May 5, 2023 at 2 p.m., 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:

GLOVIS AMERICA, INC - 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 April 12, 2023. 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 April 12, 2023
In the Tampa Bay Times

BACKGROUND INFORMATION FOR PUBLIC HEARING
May 5, 2023 AT 2:00 P.M.

GLOVIS AMERICA, INC - LEASE AGREEMENT

Glovis America, Inc. (Glovis) is an international logistics company provider and ocean transportation intermediary that transports a variety of items, including cars, buses, locomotives, and heavy machinery. Glovis is continuously developing new trans-ocean routes and improving existing routes to provide service for its various customers.

Glovis desires to lease certain real estate located on Hooker's Point, in Tampa, Hillsborough County.

Premises: The Premises would consist of approximately 11.84 acres of land which includes 10.5 acres, a 33,000 square feet of Warehouse Space and approximately 0.59 acres of a paved area for access as outlined on Exhibit "A".

Use: The Premises would be used for RORO operations, distribution center, warehousing, outdoor storage, and other related uses.

Term: The Initial Term would be Ten (10) years commencing upon the effective date of the agreement. Additionally, Glovis America, Inc. would have Two (2) Lease Extension Options of Five (5) years each.

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

Land Lease Year 1: Rent would be \$30,000.00 per acre or \$315,000.00 annually assuming 10.5- acre leasehold.

Warehouse Lease Year 1: Rent would be \$10.00 per square foot or \$30,000.00 annually.

Land Lease and Warehouse Lease Year 2: Rent would be based on the Rent for Lease Year 1 as adjusted by the increase in the CPI.

Land Lease and Warehouse Lease Year 3 - 10: Rent would be based on the Rent for Lease Year 2 as adjusted by the increase in the CPI.

Extension Option Periods: Rent for the Land Lease and Warehouse Lease would be based upon the fair market value for each area as determined by an MAI appraiser.

Security Deposit: Glovis would submit a Security Deposit equal to \$82,500.00 equal to Three (3) months Warehouse Rent to the Port upon execution of the Lease.

Guarantee:

Glovis will have a Minimum Annual Guarantee (MAG) of 70,000 vehicles per year at the Port tariff wharfage fee then in effect for each year. For example, the current wharfage rate is \$4.43 per vehicle. This would be in addition to Base Rent.

Environmental Conditions:

Glovis would take the Premises "AS-IS", "WHERE-IS" 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.

Improvements:

Port Tampa Bay (PTB) will provide 10.5 newly paved acres for vehicle storage and Glovis agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS". Glovis acknowledges that PTB disclaims and makes no representations or warranties, expressed or implied, including, without limitation, suitability, or fitness for a particular purpose or otherwise.

Other:

Glovis would be responsible for all utilities, real estate taxes, site improvements, insurance, and maintenance of the Premises. Glovis shall comply with all seaport security laws and regulations, environmental laws and regulations, and all other applicable regulations and laws.

EXHIBIT "A"

SKETCH OF THE PROPERTY

