

1. What is the Mobile Port Authority vision for the CY? Containers only, chassis, and loaded storage? **The Port intends to lease the property to support and enhance the containerized maritime and supply chain activity at the port through a container and chassis storage yard. If any additional activities are envisioned on the property, they would be subject to port approval.**
2. Will the Port of Mobile look for tariff control of the facility? **No**
3. What will the taxes be on the facility? **There are no property taxes on the facility. Any other taxes related to the operation at the site would be the responsibility of the tenant.**
4. What type/level of insurance will be needed? **Insurance will be required which will vary based on the scope of operations anticipated. Attached addendum is an example of minimum coverages from a standard port land lease.**
5. Upon completion of construction, please confirm usable acreage? **The port improvements will encompass appx 15 acres and will be suitable for container storage / laydown area.**
6. Complete site is 35 acres, will there be a price reduction on acreage which is unusable? **No.**
7. Do you anticipate any environmental issues with permitting? **No**
8. Permitting will be completed through the city of Mobile? **Should the tenant desire to pursue any additional activities at the site beyond the operation of a container and chassis storage yard it may require additional permitting.**
9. Original term is 5 years, could a long-term vision of a 20-year lease be possible? **We currently do not anticipate any significant extension to the original 5yr term.**
10. Routine maintenance of the facility will be the responsibility of the tenant, however any sink holes which could form due to filling in of the basements of the Armstrong property would be responsibility of the Mobile Port Authority? **The port would assume responsibility for any sinkholes which developed over the basement areas however any normal surface rutting or pot holes would be the responsibility of the tenant.**
11. Portable offices, I.E. William Scotsman type be acceptable? **We do not anticipate any restrictions on portable structures keeping in mind they would need to be removed at the conclusion of the lease term.**
12. A modified portable building for maintenance and repair? <https://bigtopshelters.com/> **see above.**
13. Will the Port of Mobile require site plans, drawings, and lighting requirements? **The port would request plans for informational purposes. The port would not require any lighting on the facility. Any lighting desired would be the responsibility of the tenant.**
14. All utilities will go through local providers? **Yes. The port will facilitate the delivery of the required utilities to the tenant's portable office if any.**

15. Closest internet drop? **Unti Fiber (provider of internet service) can provide service to the site with current infrastructure. (see map below)**
16. Will the Port of Mobile help push customers/volume through the new CY? **The Port of Mobile is constantly striving to push multi-modal freight volumes through our port. We will endeavor to continue these efforts, keeping in mind we are an open user facility and prohibited from steering business towards one private entity over another within the port complex.**
17. How high can containers be stacked? **The tenant will decide the best operational configuration of the yard. The port improved areas of the site have a load limitation of 800 PSF.**



**Addendum:**

**(b) LESSEE to Maintain Insurance:** Without limiting or diminishing the foregoing indemnity, LESSEE, at its own cost and expense, shall carry and maintain the following types of insurance in the minimum amounts specified:

- (i) Commercial General Liability Insurance with limits of liability of not less than Three Million (\$3,000,000.00) Dollars, Combined Single Limit, for any one occurrence for bodily injury, including death, property damage liability and contractual liability.
- (ii) Business Automobile Liability covering owned, non-owned, and hired vehicles with limits of liability not less than One Million (\$1,000,000.00) Dollars, Combined Single Limit, for any one occurrence for bodily injury, including death, and property damage liability.
- (iii) Workers Compensation covering the following areas if applicable to LESSEE'S intended use of the Leased Property:
  - (a) Standard Workers' Compensation and Employers Liability providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama Law.
  - (b) Coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).
- (iv) Pollution Liability Insurance ("PLI") which covers losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the construction, installation, maintenance, repair, replacement, operation and use of the Leased Property and operations of any contractor and all subcontractors engaged in connection therewith, with minimum policy limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall:
  - Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.
  - Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the Subject Property.
  - Provide coverage for liability resulting from the transportation of hazardous wastes.
  - Be written on a "project specific" basis.

(v) LESSEE may purchase an umbrella liability policy to provide the limits of coverage specified so long as such umbrella provides coverage at least as broad as specified for the individual policies, is equivalent to or in excess of the limits specified for each individual policy, and the umbrella applies directly above the individual policy, without gap in limit of liability.

(vi) The coverage provided by the policies required herein is primary coverage, regardless of policy language to the contrary, and any insurance carried by the LESSOR is excess coverage.

(vii) Such other insurance or in such higher amounts as may be reasonably required by LESSOR from time to time.

(viii) LESSEE shall be responsible for payment of all deductibles under any required insurance policy.

**(c) Form of Policies:** All policies of insurance must be written with companies acceptable to the LESSOR. Prior to the effective date of this Lease, LESSEE shall furnish to the LESSOR original certificates of insurance signed by the licensed agent evidencing required coverage. Certificates must be emailed to [Certificatesofinsurance@alports.com](mailto:Certificatesofinsurance@alports.com) or mailed to Alabama State Port Authority, Attn: Risk Manager, Post Office Box 1588, Mobile, Alabama 36633. Failure to provide current certificates within 10 days following policy expirations may render this Lease null and void. LESSOR reserves the right to require certified copies of any and all policies.

Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be materially altered or canceled without thirty-(30) days' written notice to the LESSOR and to the insured. The Lessee's insurance policies shall include endorsements providing that the LESSOR, its officers, officials, employees, and volunteers are to be covered as primary and non-contributory additional insureds, with respect to liability arising out of its use of the LESSOR'S facilities. Except for the proven negligence of the LESSOR, the coverage shall contain no special limitations on the scope of protection afforded.

**(d) Waiver of Subrogation:** The LESSEE'S insurer(s) shall agree to waive all rights of subrogation against the LESSOR, its officers, officials, agents, servants and employees for losses arising from the Lessee's use of the Leased Property.

**(e) Business Interruption Insurance:** During any period that the Leased Property is in a damaged condition, and while the work of repair or rebuilding is proceeding, pursuant to Section 9, there shall be no abatement of rents, LESSEE understanding that it may obtain appropriate insurance or may take other means to meet its rental obligations while such repairs are being completed.

**(f) Insurance on Improvements:** LESSOR carries no insurance on the property, equipment, fixtures or other property of LESSEE located upon the Leased Property, and LESSEE agrees to assume all responsibility for any loss or damage thereto.

**(g) Subcontractor Insurance Requirements:** LESSEE shall not allow any subcontractor to commence work until all similar insurance has been obtained by the subcontractor or LESSEE has provided coverage for the subcontractor.