**PORT TAMPA BAY**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 10:30 a.m., April 28, 2017before 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:

**LEASE AGREEMENT WITH**

**T-GRAO CARGO TERMINAL DE GRANEIS S/A CO.**

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 April 27, 2017. 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 Friday, April 7, 2017

In the Tampa Bay Times

***BACKGROUND INFORMATION FOR PUBLIC HEARING***

***APRIL 28, 2017 AT 10:30 A.M.***

**LEASE AGREEMENT WITH**

**T-GRAO CARGO TERMINAL DE GRANEIS S/A CO.**

T-Grao Cargo Terminal De Graneis S/A Co. (T-Grao), a Florida foreign corporation, is a port terminal operator specializing in the handling of agricultural products. Port Tampa Bay and T-Grao have agreed to the following terms:

**Premises:** The Premises is approximately 6.2 acres of un-improved land located at Berth 150 at East Port.

**Use:** The Premises will be used as a dry bulk terminal for the exporting, storing, and handling of agricultural products.

**Term:** The Initial Term of the Lease, commencing on or about August 1, 2017, will be for a period of thirty (30) years with four (4) ten (10) year Lease Extension Options.

**Rent:** Annual Rent will be as follows:

 Lease Year 1 will be $12,000 per acre per year

 Lease Year 2 will be $24,000 per acre per year

 Lease Years 3 – 30, Rent will increase by CPI from the previous Lease Year each year therafter

 Lease Extension Options, Rent will be based on the fair market value of the Premises as negotiated or as otherwise determined by an agreed upon appraisal

**Annual**

**Tonnage**

**Guarantee:** The Annual Tonnage Guarantee will be as follows:

 Lease Year 1 0 tons

 Lease Year 2 (Month 13) 750,000tons \*

 Lease Year 2 (Month 14) 687,500 tons \*

 Lease Year 2 (Month 15) 625,000 tons \*

 Lease Year 2 (Month 16) 562,500 tons \*

 Lease Year 2 (Month 17) 500,000 tons \*

 Lease Year 2 (Month 18) 437,500 tons \*

 Lease Year 2 (Month 19 – 24) 375,000 tons \*

 Lease Year 3 875,000 tons

Lease Year 4 1,250,000 tons

Lease Years 5 - 30 1,500,000 tons

 Lease Extension Options 1,500,000 tons

\* The ATG for Lease Year 2 will be the ATG as indicated above if the terminal becomes operational and able to receive, store, and ship agricultural products during the full month indicated.

T-Grao will pay dockage and wharfage in accordance with PTB’s published tariff rates, as amended from time to time.

**Improvements:**

PTB will construct a space frame and associated infrastructure and breasting dolphin(s) for the Premises at a cost not to exceed $12,629,730.00. All other improvements for the Premises shall be at the sole cost and expense of T-Grao.

**Other:** T-Grao will be responsible for all of their site design and improvements, including all permitting, for the Premises, as well as real estate taxes, utility services, insurance, and maintenance of the Premises. In addition, T-Grao shall comply with all seaport security laws and regulations, environmental laws and regulations and any other applicable laws and regulations. PTB will provide any easements necessary for Tenant’s use of the Premises.