

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., March 9, 2018 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:

**LICENSE AGREEMENT AND EASEMENT AGREEMENT
WITH BUCKEYE TERMINALS, LLC**

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 March 8, 2018. 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, February 16, 2018
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING
MARCH 9, 2018 AT 11:00 A.M.**

**LICENSE AGREEMENT AND EASEMENT AGREEMENT
WITH BUCKEYE TERMINALS, LLC**

Buckeye Partners, L.P. owns and operations approximately 6,000 miles of underground pipelines transporting liquid petroleum products to facilities in the United States. Buckeye Terminals, LLC (**Buckeye**), a subsidiary of Buckeye Partners, L.P. operates two (2) terminals "Buckeye North Terminal" and "Buckeye South Terminal" near Port Tampa Bay. Buckeye desires to connect its pipelines from Buckeye's North and South Terminals to Port Tampa Bay's Common Use System which will cross land owned by Port Tampa Bay' and therefore requires an easement.

FACTS/COMMENTS:

Port Tampa Bay Staff and Buckeye Terminals, LLC have agreed to the following terms:

Premises: The Easement Parcel would cross land owned by Port Tampa Bay as conceptually set forth as shown on attached **Exhibit "A"**.

Use: The non-exclusive Easement would be solely for constructing, installing, operating, maintaining, replacing, or removing of an underground petroleum pipeline(s) that would transport petroleum products from Port Tampa Bay's Common Use System to Buckeye's North and South Terminals, and for no other purpose without the Port's consent, in its sole discretion.

Term: The term of the easement would be for twenty (20) years.

Fee: The annual fee would be \$5,000.00.

Minimum Product Guarantee:

In addition to the annual fee, Buckeye would guarantee 4,000,000 barrels of petroleum product per year through Port Tampa Bay's Common Use System in accordance with the Common Use System License Agreement effective September 30, 2013, as amended, and the System Utilization Agreement effective November 4, 2013, as amended. Also calculated towards the annual guarantee are net amount calculated from the Pipeline Throughput fee here in described below.

Pipeline Throughput Fee:

A Pipeline Throughput Fee would be assessed for all the net amount of petroleum products transferred through the pipeline from the Buckeye North Terminal to the Buckeye South Terminal at the tariff rate per BBL for that year. The Pipeline Throughput Fee would apply to the net amount of movement of product going south less the amount of product going north. Buckeye would report on a monthly basis the total amount of product moved north from the Buckeye South Terminal and the total amount of product move south from the Buckeye North Terminal. Buckeye will bring petroleum products into the Buckeye South Terminal via rail and will report this amount with the monthly product, this amount will be deducted from the amount moved north for the annual net amount. At the end of the twelfth month of each agreement year, Buckeye would pay the net amount at the then current wharfage rate for petroleum and petroleum products per BBL. Buckeye would be responsible for the installation, at Port Tampa Bay's approval, of an electronic meter to be controlled, read, and monitored by Port Tampa Bay.

Incentive Tariff Rate:

For any petroleum products that move through the Common Use System over 6,000,000 barrels in any year, the Throughput Fee will be billed at the then tariff rate less a twenty-five percent (25%) reduction.

Termination:

In the event Buckeye does not reach the Minimum Product Guarantee during any year of the Easement, Buckeye may terminate the Easement by providing at least six (6) months notice to Port Tampa Bay. In the event the Easement expires or terminates, Buckeye would remove all improvements from the Easement Parcel and restore the Easement Parcel to its original condition.

Environmental Conditions:

Buckeye is responsible for any environmental conditions caused by the construction, operation, and/or maintenance of the its pipelines.

Improvements:

Buckeye would be responsible for all improvements to the Easement Parcel and agrees to take the Easement Parcel "AS-IS", "WHERE-IS". Buckeye acknowledges that the Port disclaims and makes no representations or warranties, express or implied, including, without limitation, suitability or fitness for a particular purpose or otherwise.

Insurance:

Throughout the term of the easement, Buckeye would maintain insurance for the Easement Parcel as requested by Port Tampa Bay.

Other:

Buckeye would be responsible for all utilities, real estate taxes, site improvements, and maintenance of the Premises, as well as compliance with all seaport security laws and regulations, environmental laws and regulations and all other applicable laws and regulations.

EXHIBIT 'A'
PROPOSED LOCATION OF PIPELINE

