

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., April 27, 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:

**LAND EXCHANGE/TRANSFER BETWEEN PORT TAMPA BAY AND
NEW PORT TAMPA CDD HOLDINGS, 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 April 26, 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, April 6, 2018
In the Tampa Bay Times

BACKGROUND INFORMATION FOR PUBLIC HEARING
APRIL 27, 2018 AT 11:00 A.M.

**LAND TRANSFER AGREEMENT BETWEEN PORT TAMPA BAY AND
NEW PORT TAMPA CDD HOLDINGS, LLC.**

New Port Tampa CDD Holdings, LLC ("**New Port**") has two (2) Submerged Lands Leases with Port Tampa Bay ("**PTB**") that currently expire on October 31, 2020 and May 18, 2020, unless extended by New Port and PTB. New Port desires to construct a marina as shown on Exhibit "A" ("**Marina**") and to improve the shoreline stabilization and flushing of water in the marina basin as shown on Exhibit "A" ("**Shoreline Stabilization**") which requires the transfer of a portion of the real property owned by New Port to PTB as shown on Exhibit "B" ("**Mole Pier**").

New Port and PTB desire to enter into an agreement ("**Agreement**") for the conveyance of that portion of the Mole Pier, containing approximately 0.856 acres in connection with Marina and Shoreline Stabilization and have agreed to the following terms:

Marina:

The Marina that New Port intends to construct and the proposed shoreline stabilization revetment are shown on Exhibit "A". New Port is currently in the process of obtaining the required permit from PTB and any other agency for the Marina and the Shoreline Stabilization revetment.

Conveyance of the Mole Pier:

A portion of the Mole Pier, consisting of approximately 0.856 acres and shown on Exhibit "B", would be conveyed from New Port to PTB following PTB's review of a Phase I Environmental Site Assessment provided by New Port. . Upon conveyance of the Mole Pier to PTB and subject to the approval of a Marine Construction Standard Work Permit, the Mole Pier would be removed/demolished creating submerged lands for PTB.

Investigation Period:

New Port would provide PTB with a Phase I Environmental Site Assessment ("**Site Assessment**") of the Mole Pier within five (5) business days from the Effective Date of the Agreement. PTB would have sixty (60) days from the Effective Date of the Agreement or thirty (30) days after PTB's receipt of the title commitment and survey of the Mole Pier, whichever occurs last ("**Investigation Period**"), to review the Site Assessment. Upon review of the Site Assessment, PTB would have the option to conduct further investigations of the Mole Pier or terminate the Agreement

Transaction Fee:

New Port would pay an earnest money deposit/transaction fee in the amount of \$10,000.00 for this matter to be held in escrow. The deposit/transaction fee would be refundable to New Port for any reason during Investigation Period. The deposit would be non-refundable after expiration of the Investigation Period, except in the event of a default by the Port. The land transfer would be subject to New Port receiving all applicable permits for the construction of the Marina.

Restoration of Transacted Lands:

The land transfer is contingent upon approval of a Standard Work Permit from PTB for the removal/demolition of the Mole Pier to create/restore the area of the Mole Pier to submerged lands with depths equal to surroundings submerged lands, including all predominate aquatic vegetation located within the adjacent lands to improve flushing of the water and provide other environmental benefits that are in the public interest or are required by the terms and conditions of the permit(s).

[illegible]

Exhibit “B”
Mole Pier (West) Legal Description



King
ENGINEERING ASSOCIATES, INC.

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SCALE - FEET

LAND EXCHANGE EXHIBIT