

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., June 8, 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 June 7, 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, May 18, 2018
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING
JUNE 8, 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 that transports liquid petroleum products to facilities across the United States. Buckeye Terminals, LLC (**Buckeye**), a subsidiary of Buckeye Partners, L.P. operates two (2) terminals near Port Tampa Bay - "Buckeye Terminal North" (**North Terminal**) and "Buckeye Terminal South" (**South Terminal**). In 2015, Port Tampa Bay granted Buckeye an easement that connects Buckeye's South Terminal to PTB's Common Use System (formerly known as REK Pier). Buckeye desires an additional easement from Port Tampa Bay in order to connect a pipeline from the North Terminal to the South Terminal and connecting into PTB's Common Use System. This easement will cross land owned by Port Tampa Bay and therefore requires a non-exclusive easement.

FACTS/COMMENTS:

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

Easement

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

Use: Constructing, installing, operating, maintaining, replacing, or removing an underground petroleum pipeline(s) transporting petroleum products from Port Tampa Bay's Common Use System to Buckeye's North and South Terminals.

Term: Twenty (20) years with no extension options.

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

Minimum Product Guarantee:

Buckeye would guarantee the movement of 4,000,000 barrels of petroleum product through Port Tampa Bay's Common Use System per year and 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.

Pipeline Throughput:

The Pipeline Throughput will be based on the petroleum products transported through Buckeye's pipeline, in either direction, minus the petroleum products transported from REK Pier to the South Terminal since Buckeye will have already paid Authority for the petroleum products transported from REK Pier to the South Terminal.

The throughput rate would be equal to the wharfage rate for petroleum products as set forth in Port Tampa Bay's tariff, as amended from time to time, and would be assessed to the Pipeline Throughput as defined above.

At the end of each Easement year, Buckeye would pay the wharfage rate for petroleum products on a per barrel basis of the Pipeline Throughput in accordance with Port Tampa Bay's wharfage rate, as amended from time to time. 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 Wharfage Rate:

Petroleum products transported through the Common Use System over 6,000,000 barrels in any year, would be charged Port Tampa Bay's then current wharfage rate less twenty-five percent (25%).

Termination:

In the event Buckeye does not reach the Minimum Product Guarantee during any year of the Easement/License Agreement, Buckeye may terminate the Easement/License Agreement by providing at least six (6) months notice to Port Tampa Bay. In the event the Easement/License Agreement 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 Use of the Easement Parcel.

Improvements:

Buckeye would be responsible for all improvements to the Easement Parcel and agrees to take the Easement Parcel "AS-IS".

Other:

Buckeye would be responsible for all utilities, real estate taxes, insurance, site improvements, and maintenance of the Easement Parcel, 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

