

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., March 11, 2021, 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:

CELADON DEVELOPMENT CORPORATION LLC – LEASE AGREEMENT

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 10, 2021. 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 Wednesday, February 17, 2021
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING
MARCH 11, 2021 AT 11:00 A.M.**

CELADON DEVELOPMENT CORPORATION, LLC – LEASE AGREEMENT

Celadon Development Corporation, LLC (Celadon) proposes to lease property from Port Tampa Bay on Hooker's Point for the construction and operation of a paper fiber manufacturing plant. Celadon is a partnership between Nicollet Industries and Kamine Development Corporation - two leaders in green infrastructure and sustainable development. The plant will receive and process mixed paper, corrugated cardboard and plastic products to produce marketable fiber sheets suitable for export. The finished paper fiber product produced by the plant will be shipped to Asia on container services sailing directly from Port Tampa Bay. Phase one of the project will see the plant generate up to 20,000 export containers/year (40,000 TEUs), involve a capital investment up to of \$160 million, and generate up to 100 jobs.

Premises:

The Premises would consist of approximately 37.7 acres leased in two phases - Phase 1 and Phase 2. The Phase 1 Premises would consist of approximately 29 acres of land and Phase 2 would consist of an additional 8.7 acres. See Exhibit "A."

Use:

The Premises would be used solely for the manufacturing of recycled paper and plastic products.

Term:

The Initial Term of the Lease would be twenty (20) years with two (2), ten (10) year lease extension options based on the same terms and conditions.

Rent:

Rent during for the Premises would be as follows for each phase of the Development Period, Operation Period and Extension Option Periods:

Pre-Development Period: The Pre-Development Period would be for a period of twelve (12) months or the commencement of construction for the Development Period, whichever occurs first. Annual Rent would be \$0.00.

Development Period: The Development Period would be for a period of eighteen (18) months or would terminate upon commencement of the Operation Period, whichever occurs first. Annual rent would be \$507,500.

Operational Period: During the first year of the Operational Period, Annual Rent would be \$1,319,500. Each year thereafter, Rent would be adjusted by the Consumer Price Index but shall not be less than 0%.

Extension Periods: At the commencement of each extension option, Annual Rent would be adjusted to fair market rent, as mutually agreed or through appraisal.

Container Rent Credit Incentive:

For each lease year of the Operational Period, Rent Credits would be available as set forth below:

For the first three (3) years of the Operational Period:

- 5,000 + Containers 12.5% Rent Credit
- 10,000 +Containers 25% Rent Credit
- 15,000 +Containers 37.5% Rent Credit
- 20,000 +Containers 50% Rent Credit

For the remaining terms of the Lease, including the Lease Extension Options, Rent Credits would be available as set forth below:

- 10,000 +Containers 12.5% Rent Credit
- 20,000 + Containers 25% Rent Credit
- 30,000 +Containers 37.5% Rent Credit
- 40,000 +Containers 50% Rent Credit

Minimum Annual Guarantee:

For the first three (3) years of the Operational Period there would be a Minimum Annual Guarantee (MAG) of 20,000 containers at a rate of \$35.00 per container. After the end of the first three (3) years, the MAG would no longer be in effect.

Wharfage:

All Wharfage charges would be based upon the current Port published tariff rates.

Environmental Conditions:

The Premises is a Designated Brownfield Site. Any existing contamination or other environmental conditions used to obtain the Brownfield Designation or otherwise present on or beneath the Premises prior to Celadon's occupancy are the responsibility of the Port. During construction, Celadon will be required to follow any and all rules and regulations associated with a Designated Brownfield Site. The Port will pay all costs required to remediate or mitigate environmental conditions present on or beneath the Premises to allow the construction and operation of a paper recycling facility consistent with commercial standards as established by the Florida Department of Environmental Protection.

Other:

Celadon would be responsible for the utilities for the Premises, the real estate taxes, any site improvements, insurance, and maintenance for the Premises. Celadon shall comply with any and all seaport security regulations and laws, environmental regulations and laws and any other applicable regulations and laws.

EXHIBIT "A"
AERIAL OVERLAY OF THE PREMISES

