

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., May 6, 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:

AMALIE OIL COMPANY – LEASE AMENDMENT

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 May 5, 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, April 14, 2021
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING
MAY 6, 2021 AT 11:00 A.M.**

AMALIE OIL COMPANY – LEASE AMENDMENT

Amalie Oil Company (Amalie) operates a blending, manufacturing, processing and packing facility of automotive after-market products on approximately 19.88 acres of land leased from Port Tampa Bay (PTB) under a 2011 Amended and Restated Lease Agreement. Amalie desires to lease additional land from PTB for truck and trailer storage to support their operations. Amalie and PTB staff have negotiated the terms and conditions for the addition of approximately 1.60 acres of land as set forth below.

Additional

Premises: Approximately 1.60 acres of land located at Hooker's Point as depicted on Exhibit "A." The actual acreage would be based on a survey.

Use: The Premises would be used solely for the storage of Amalie's trucks and trailers to support their operations.

Term: The term for the Additional Premises would run concurrently with the existing Amended and Restated Lease Agreement.

Rent: Rent would be on a per acre basis and would be based upon the same Rent structure set forth in the Amended and Restated Lease Agreement.

Environmental Conditions:

Amalie would take the Premises "AS-IS" in all respects. All environmental restrictions would be applied to the Amendment, including, without limitation, odor and emissions control as required in the vicinity of the Premises.

Improvements:

Amalie would be responsible for all improvements to the Premises and agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS". Amalie acknowledges that PTB disclaims and makes no representations or warranties, expressed or implied, including, without limitation, suitability or fitness for a particular purpose or otherwise. In addition, Amalie would be required to submit a Site Improvements Permit for all improvements to be constructed on the Premises.

Other:

Amalie would be responsible for all utilities, real estate taxes, site improvements, insurance, and maintenance of the Premises. In addition Amalie would comply with all seaport security laws and regulations, environmental laws and regulations and all other applicable law and regulations.

EXHIBIT "A" SKETCH OF THE PREMISES

