**PORT TAMPA BAY**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:30 a.m., August 5, 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:

**NORTH ATLANTIC INTERNATIONAL OCEAN CARRIER INC.**

**LEASE AGREEMENT**

Additional information regarding this matter 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 August 4, 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, July 14, 2021

In the Tampa Bay Times

***BACKGROUND INFORMATION FOR PUBLIC HEARING***

***AUGUST 5, 2021 AT 11:30 A.M.***

 **NORTH ATLANTIC INTERNATIONAL OCEAN CARRIER INC.**

**LEASE AGREEMENT**

North Atlantic International Ocean Carrier, Inc. (NAIOC) is a North American vehicle transportation and freight forwarding company that has facilities located in various ports in the United States and Central America. NAIOC currently operates from Pompano Beach, Florida and desires to add services in Tampa.

**Premises:** The Premises would consist of approximately three (3) acres of land, as shown on Exhibit “A”.

**Use:** The Premises would be used solely for the storage and trans-loading of used motor vehicles for import and export.

**Term:** The term would be five (5) years, with two (2), five (5) year extension options commencing upon the completion of PTB’s improvements.

**Rent:** Rent for the Lease Term would be as follows:

Lease Year 1: Rent would be $29,000 per acre annually or $87,000 total

Lease Years 2 – 5: Rent would be based on the Rent for Lease Year 1 as

adjusted by the increase in the CPI, but not less than

0%.

Option Periods: Rent would be based upon the fair market value as determined by an agreed upon appraisal process, or as mutually agreed upon.

**Wharfage:** NAIOC would be responsible for any wharfage at the published tariff rate for the specific Lease Year.

**Environmental Conditions:**

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

**Improvements:**

PTB would provide approximately three (3) acres of light duty paving improvements, and electrical and potable water service for an office trailer to be provided and installed by NAIOC. Wastewater would need to be accommodated with a tank provided by NAIOC. NAIOC would be responsible for all other improvements to the Premises, unless otherwise outlined herein, and agrees to take the Premises "AS-IS", "WHERE-IS". NAIOC 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, NAIOC would have the right to construct other improvements, subject to prior review and acceptance by PTB.

**Relocation Rights**:

PTB would have the right to relocate NAIOC to a comparable location that is mutually agreed upon, by providing ninety (90) days advance written notice to NAIOC.

**Security Deposit**:

NAIOC would submit a Security Deposit of $43,500 (equal to six (6) months' Rent), to PTB upon execution of the Lease.

**Port Security and Coast Guard Requirements:**

NAIOC would be required to engage the Coast Guard and other Governing Authorities as required and meet any required security protocols.

**Other:**

NAIOC would be responsible for the utilities, real estate taxes, any site improvements other than those improvements being provided by PTB as outline herein, insurance, maintenance of the Premises, and compliance with all seaport security laws and regulations, environmental laws and regulations and all other applicable regulations and laws.

**EXHIBIT “A”**

**PREMISES**

