

**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 1:30 p.m., April 28, 2022, 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:

**RACETRAC, INC. – LEASE AGREEMENT**

Additional information is available online at [www.tampaport.com](http://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 27, 2022. 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 6, 2022  
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING  
APRIL 28, 2022 AT 1:30 P.M.**

**RACETRAC, INC. – LEASE AGREEMENT**

RaceTrac Petroleum, Inc. (RaceTrac) operates more than 550 gas filling station and convenience stores, predominantly in the southeast. RaceTrac is family-owned, headquartered in Atlanta, Georgia and has more than 10,000 employees. RaceTrac desires to lease land on Hooker's Point for operation of a RaceTrac branded filling station and convenience store.

**Premises:** The Premises would consist of approximately Five and Ninety One Hundredths (5.91) acres of land as outlined on Exhibit "A". PTB is pursuing an option of additional acreage, approximately 1 to 2 acres for truck storage services, and will present the option when available.

**Use:** The Premises would include and be used solely for the sale of: refined petroleum fuels (i.e. gasoline, diesel, kerosene, etc.); compressed natural gas (CNG) terminal operation services; and retail products commonly sold within a convenience store. RaceTrac would have the option to sublease a portion of the Premises to a business enterprise of RaceTrac's choice to provide CNG terminal operation services within the Premises, or RaceTrac would operate the CNG terminal operation services.

**Term:** The Initial Term would be Twenty (20) years and nine (9) months. Additionally, RaceTrac would have Six (6) – five (5) year Lease Extension Options.

**Rent:** Rent commencement would be upon the Effective Date as outlined in the "Term" Paragraph above. Rent for the Lease Term would be as follows:

**Construction**

Period (first 9 months): Rent would be \$7,500.00 per month.

Operational Year 1: Annual Rent would be \$48,000.00 per acre or \$283,680.00.

Operational Years 2-20: Rent would be adjusted by the CPI but not less than 0%.

Extension Options: Rent would be based upon the fair market value as determined by an appraisal or as mutually agreed upon.

**Environmental Conditions:**

RaceTrac 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. During the finalization of the lease, RaceTrac would have all rights and responsibility to complete any due diligence as they deem necessary. A baseline exhibit outlining any exiting current environmental conditions would be mutually agreed upon and incorporated into the lease agreement.

**Improvements:**

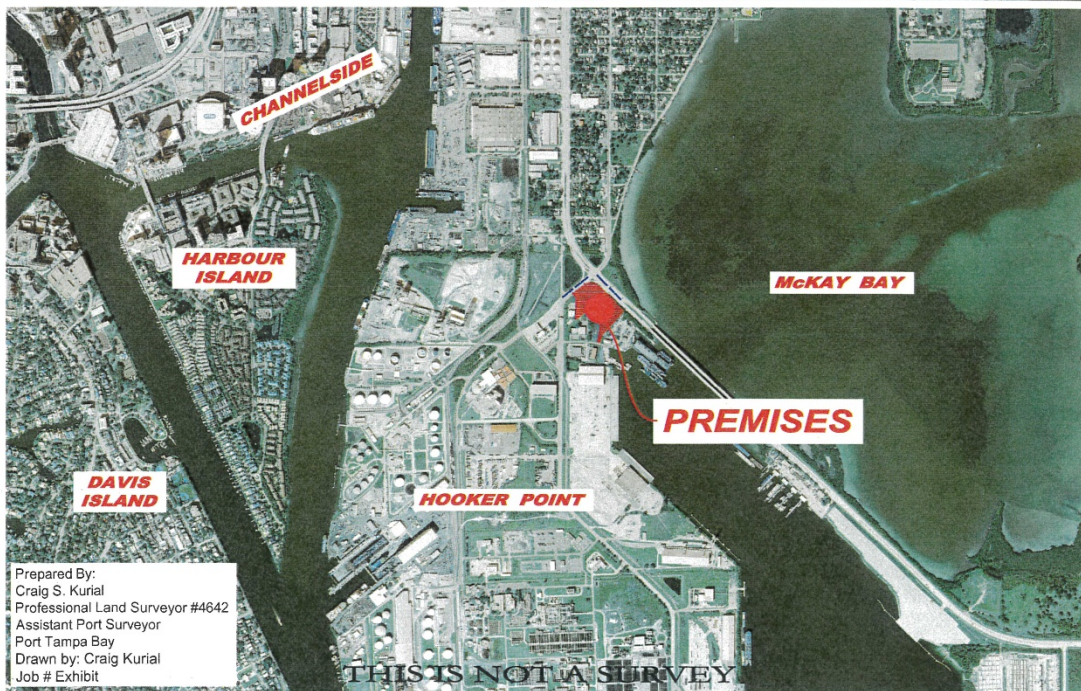
RaceTrac would be responsible for all improvements to the Premises and any required off-site improvements required and agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS" and RaceTrac acknowledges that PTB disclaims and makes no representations or warranties, express or implied, including, without limitation, suitability or fitness for a particular purpose or otherwise. In addition, RaceTrac would have the right to construct and operate: refined petroleum fueling facilities (i.e. gasoline, diesel, kerosene, etc.); compressed natural gas (CNG) terminal operation facilities; and a retail convenience store and other improvements, subject to prior review and acceptance by PTB. RaceTrac shall have the option, but not the obligation, to utilize fill material located off-site on PTB property at a location determined by PTB, free of charge, and subject to RaceTrac's satisfaction (in its sole discretion) with the results of environmental and structural testing by RaceTrac.

**Other:** RaceTrac would be responsible for all utilities, real estate taxes, site improvements, 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"**  
**SKETCH OF THE PROPERTY**



# RACETRAC



Prepared By:  
 Craig S. Kurial  
 Professional Land Surveyor #4642  
 Assistant Port Surveyor  
 Port Tampa Bay  
 Drawn by: Craig Kurial  
 Job # Exhibit

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