

**PORT TAMPA BAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 3:00 p.m., October 28, 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:

**SUPERIOR SEAFOODS, INC. - LEASE AGREEMENT**

Additional information regarding this matter 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 October 27, 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, October 6, 2021  
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING  
OCTOBER 28, 2021 AT 3:00 P.M.**

**SUPERIOR SEAFOODS, INC. - LEASE AGREEMENT**

Superior Seafoods, Inc (Superior) has operated a seafood processing business from the Premises for 40 years with their lease currently on a month-to-month basis. Superior desires to continue operations at the Premises and to enter into a long term lease with Port Tampa Bay.

**Premises:** The Premises would consist of a warehouse building, pier and a portion of upland, along with access through a shared common area, as shown on Exhibit "A".

**Use:** The Premises would be used solely for the business of processing shrimp and other fish products. The piers will accommodate the mooring of Superior owned vessels only and third party vessels that are loading or unloading product. Any and all dockage fees that are collected from third party vessels will be passed through and paid to PTB.

**Term:** The term would be twenty (20) years commencing upon the execution of a Lease Agreement.

**Rent:** Rent for the Lease Term would be \$556,920.00, paid as outlined below:

Lease Years 1-5: Rent would be \$24,000.00 annually or \$2,000.00 monthly.

Lease Years 6–10: Rent would be \$26,400.00 annually or \$2,200.00 monthly.

Lease Years 11-15: Rent would be \$29,040.00 annually or \$2,420.00 monthly.

Lease Years 16-20: Rent would be \$31,944.00 annually or \$2,662.00 monthly.

**PTB Investment Cost:**

The total payment cost for the Lease Term would be \$2,227,680.00 paid as outlined below:

Lease Years 1-5: Rent would be \$96,000.00 annually or \$8,000.00 monthly.

Lease Years 6–10: Rent would be \$105,600.00 annually or \$8,800.00 monthly.

Lease Years 11-15: Rent would be \$116,160.00 annually or \$9,680.00 monthly.

Lease Years 16-20: Rent would be \$127,776.00 annually or \$10,648.00 monthly.

**Environmental Conditions:**

Superior 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. It is recognized that Superior has previously occupied the premises and any continuing environmental obligations that may exist would continue.

**Improvements:**

Superior would be responsible for all continuing maintenance to the Premises and agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS" once PTB has finished the immediate repairs as here in outlined. Superior 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, Superior would have the right to construct other improvements, subject to prior review and acceptance by PTB.

**PTB Improvements:**

PTB will invest approximately \$1.2 million dollars for repairs of the existing facilities that would be included within the Premises. The scope would include and be limited to repairs to the deck slabs, jacket all piles under the piers, and buildings that have severe and major damage, epoxy crack repair all piles under piers and buildings that have minor and moderate damage, reskin metal paneling on both buildings including wall and roof, and replace or repair all utilities including water, sanitary, electrical and fire protection at both buildings. In the event improvement costs are greater than the \$1.2 million dollars estimated, for any amount greater than the estimated amount, the rent would increase with the proportionate rent bumps at a rate calculated at a 5% Annual Percentage Rate, amortized at a twenty year period.

**5-Year Condition Inspection:**

It is the intent that the above PTB Improvements would increase the life expectancy of the leasehold improvements, but it is also recognized by both parties that the improvement may not last the entire term of the lease agreement. PTB would engage a registered structural engineer every five years to do a complete inspection of the Premises. PTB may find that specific repair requirements are needed and need to be done without delay. Superior would be financially responsible for all costs incurred for the required repairs.

**Relocation Rights:**

PTB, at their sole discretion, may relocate Superior to a comparable facility.

**Security Deposit:**

Superior would submit a Security Deposit equal to six (6) months' Rent to PTB upon execution of the Lease.

**Other:**

Superior 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"**  
**PREMISES - PIER 702 AND 703 AND STORAGE AREA**

