GAS WORX
COMMUNITY DEVELOPMENT DISTRICT

AUGUST 18, 2025

AGENDA PACKAGE

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 PAN AM CIRCLE, SUITE 300
TAMPA. FL 33067

Gas Worx
Community Development District

Board of Supervisors:
Darryl Shaw, Chairman
Graham Tyrrell, Vice Chairman
Tee Ann Bailey, Assistant Secretary
Rhonda Nelson, Assistant Secretary
Vacant, Supervisor

Staff:
Brian Lamb, District Manager
Bryan Radcliff, District Manager
Vivek K. Babbar, District Counsel
Tonja Stewart, District Engineer

Public Hearing & Regular Meeting Agenda
Monday, August 18, 2025 – 1:30 p.m.

The Public Hearing & Regular Meetings of Gas Worx Community Development District will be held at **the offices of Kettler's located at 1314 E. 7th Avenue Tampa, FL 33605.**

Microsoft Teams meeting: Join the meeting now

Meeting ID: 281 802 240 158 8 **Call in**: +1 (646) 838-1601

Passcode: 86Xw3rS2 **Phone Conference ID:** 262 551 349#

1. **Call to Order/Roll Call**
2. **Public Comment Period**
3. **Public Hearing on Adopting FY2026 Proposed Operations Budget**
   - **A.** Open Public Hearing on Adopting FY2026 Proposed Operations Budget
     - **1.** Gas Worx Approved FY2026 Proposed Operating Budget
   - **B.** Staff Presentations
   - **C.** Public Comment
   - **D.** Consideration of Resolution 2025-03; Adopting the FY2026 Budget
   - **E.** Close Public Hearing on Adopting FY2026 Proposed Budget
4. **Business Items**
   - **A.** Approval of FY2025-2026 Developer Budget Funding Agreement
   - **B.** Consideration of Resolution 2025-04; Ratifying the Execution of TIF Agreements
     - **1.** Community Benefits Agreement
     - **2.** Infrastructure Approvements Agreement
     - **3.** Interlocal Agreement
   - **C.** Consideration of Resolution 2025-05; Adopting Final Terms of 2025 Bonds

District Office:
Pan Am Circle, Suite 300
Tampa, FL 33607
(813) 873-7300

Meeting Location:
In person: 1314 E. 7th Avenue Tampa, FL
Participate remotely: Microsoft Teams Join the meeting now
OR dial in for audio only (646) 838-1601
Meeting ID: 281 802 240 158 8
Passcode: 86Xw3rS2

1. Final First Supplemental Assessment Methodology Report 2025-05-01
2. Master Report of the District Engineer 2024-08-28

D. Consideration of Resolution 2025-06; Setting the FY2026 Meeting Schedule

E. Consideration of Resolution 2025-07; Re-Designating the Officers

F. FY2026 Goals & Objectives

5. Consent Agenda Items

A. Approval of Meeting Minutes *(June 2, 2025 Regular Meeting Minutes)*

B. Acceptance of Financials

1. May 2025
2. June 2025
3. July 2025

C. Acceptance of the Check Registers

1. May 2025
2. June 2025
3. July 2025

D. Consideration of Operations and Maintenance Invoices

1. May 2025
2. June 2025
3. July 2025

6. Staff Reports

A. District Counsel

B. District Engineer

C. District Manager

7. Other Business, Updates, and Supervisor Comments

8. Adjournment

Third Order of Business

3A

Gas Worx

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2026

Approved FY2026 Proposed Operations Budget

Prepared by:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Table of Contents

OPERATING BUDGET

General Fund

Gas Worx

Community Development District

Operating Budget

Fiscal Year 2026

Summary of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025	ACTUAL THRU 1/31/25	PROJECTED February-9/30/2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
REVENUES					
Interest - Investments	$ -	$ -	$ -	$ -	$ -
Operations & Maintenance Assmts - On Roll	-	-	-	-	-
Developer Contributions	100,000	-	100,000	100,000	100,000
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
e	-	-	-	-	-
	-	-	-	-	-
TOTAL REVENUES	**$ 100,000**	**$ -**	**$ 100,000**	**$ 100,000**	**$ 100,000**
EXPENDITURES					
Financial and Administrative					
Supervisor Fees	$ 6,000	$ -	$ 6,000	$ 6,000	$ 6,000
District Management	25,000	7,414	17,586	25,000	25,000
Administration	4,500	-	4,500	4,500	4,500
Recording Secretary	2,400	-	2,400	2,400	2,400
Financial/Revenue Collections	1,200	-	1,200	1,200	1,200
Rental and Leases	600	-	600	600	600
Info Technology	600	-	600	600	600
Accounting Services	9,000	3,559	5,441	9,000	9,000
Website Admin Services	1,200	445	755	1,200	1,200
District Engineer	9,500	-	9,500	9,500	9,500
District Counsel	8,500	3,355	5,145	8,500	8,500
Trustees Fees	5,500	-	5,500	5,500	5,500
Auditing Services	5,500	-	5,500	5,500	5,500
Postage, Phone, Faxes, Copies	500	-	500	500	500
Legal Advertising	3,500	(2,981)	6,481	3,500	3,500
Bank Fees	200	-	200	200	200
Dues, Licenses & Fees	175	200.00	-	200	175
Website ADA Compliance	1,800	-	1,800	1,800	1,800
Misc Admin	250	-	250	250	250
	-		-	-	-
			-	-	-
			-	-	-
			-	-	-
Total Financial and Administrative	**$ 85,925**	**$ 11,992**	**$ 73,958**	**$ 85,950**	**$ 85,925**
Insurance					
General Liability	$ 3,200	$ -	$ 3,200	$ 3,200	$ 3,200
Public Officials Insurance	2,500	-	2,500	2,500	2,500
Property & Casualty Insurance	-	-	-	-	-
Deductible	-	-	-	-	-
			-	-	-
			-	-	-
			-	-	-

Total Insurance	**$ 5,700**	**$ -**	**$ 5,700**	**$ 5,700**	**$ 5,700**
Operations and Maintenance					
HOA Facility Operations Contract	$ 100	$ -	$ 100	$ 100	$ 100
Contingency	$ 8,275	$ -	$ 8,275	$ 8,275	$ 8,275
Total Operations and Maintenance	***$ 8,375***	***$ -***	***$ 8,375***	***$ 8,375***	***$ 8,375***
Utility Services					
Electric Utility Services	$ -	$ -	$ -	$ -	$ -
Street Lights	-	-	-	-	-
Amenity Internet	-	-	-	-	-
Water/Waste	-	-	-	-	-
Gas	-	-	-	-	-
	-		-	-	-
			-	-	-
	-		-	-	-
Total Utility Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL EXPENDITURES	**$ 100,000**	**$ 11,992**	**$ 88,033**	**$ 100,025**	**$ 100,000**
Excess (deficiency) of revenues	$ -	$ (11,992)	$ 11,967	$ (25)	$ -
Net change in fund balance	$ -	$ (11,992)	$ 11,967	$ (25)	$ -
FUND BALANCE, BEGINNING	$ -	$ 24,888	$ 12,896	$ -	$ (25)
FUND BALANCE, ENDING	**$ -**	**$ 12,896**	**$ 24,863**	**$ (25)**	**$ (25)**

Budget Narrative
Fiscal Year 2026

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

Onsite Staff

The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Financial and Administrative (continued)

Recording Secretary

Inframark provides recording services with near verbatim minutes.

Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Data Storage

Cost of server maintenance and technical support for CDD related IT needs.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Financial and Administrative (continued)

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Professional Services – Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Annual Stormwater Report

Cost to produce annual report on CDD stormwater infrastructure.

Miscellaneous Administrative

All other administrative costs not otherwise specified above.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Insurance

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Deductible
District's share of expenses for insured property when a claim is filed.

EXPENDITURES

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Lighting Replacement
Cost of replacing defective lights and bulbs in CDD facilities.

Decorative Light Maintenance
Cost of replacement and repair of decorative lighting fixtures.

Amenity Internet
Internet service for clubhouse and other amenity locations.

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Gas
Cost of natural gas for CDD facilities. Regular fuel costs (automobile etc.)

Facility A/C & Heating R&M
Cost of repairs and regular maintenance of Air Conditioning and central heating of CDD facilities.

Utilities – Other
Utility expenses not otherwise specified in above categories.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Amenity

Pool Monitor
Cost of staff members to facilitate pool safety services.

Janitorial – Contract
Cost of janitorial labor for CDD Facilities.

Janitorial Supplies/Other
Cost of janitorial supplies for CDD Facilities.

Garbage Dumpster – Rental and Collection
Cost of dumpster rental and trash collection at CDD facilities.

Amenity Pest Control
Cost of exterminator and pesticides at CDD amenities and facilities.

Amenity R&M
Cost of repairs and regular maintenance of CDD amenities.

Amenity Furniture R&M
Cost of repairs and maintenance to amenity furniture.

Access Control R&M
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Key Card Distribution
Cost of providing keycards to residents to access CDD Facilities.

Recreation/Park Facility Maintenance
Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Athletic Courts and Field Maintenance
Cost of upkeep and repairs for athletic fields and courts (ex. Basketball Courts) on CDD property.

Park Restroom Maintenance
Upkeep and cleaning of park restrooms on CDD property.

Playground Equipment and Maintenance
Cost of acquisition and upkeep of playground equipment for CDD parks.

Clubhouse Office Supplies
Cost of supplies for clubhouse clerical duties (pens, paper, ink, etc.)

Clubhouse IT Support
Cost of IT services and for clubhouse operational needs.

Dog Waste Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Amenity (Continued)

Entrance Monuments, Gates, Walls R&M
Cost of repairs and regular maintenance for entryways, walls, and gates.

Sidewalk, Pavement, Signage R&M
Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Trail/Bike Path Maintenance
Cost of upkeep to bike paths and trails on CDD property.

Boardwalk and Bridge Maintenance
Cost of upkeep for boardwalks and bridges on CDD property.

Pool and Spa Permits
Cost of permits required for CDD pool and spa operation as required by law.

Pool Maintenace – Contract
Cost of Maintenance for CDD pool facilities.

Pool Treatments & Other R&M
Cost of chemical pool treatments and similar such maintenance.

Security Monitoring Services
Cost of CDD security personnel and equipment.

Special Events
Cost of holiday celebrations and events hosted on CDD property.

Community Activities
Cost of recreational events hosted on CDD property.

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

Miscellaneous Amenity
Amenity Expenses not otherwise specified.

EXPENDITURES

Landscape and Pond Maintenance

R&M – Stormwater System
Cost of repairs and regular maintenance to the CDD's stormwater and drainage infrastructure.

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M
Cost of repairs and regular maintenance to landscaping equipment.

Budget Narrative
Fiscal Year 2026

EXPENDITURES

Landscape and Pond Maintenance (Continued)

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetlands Maintenance and Monitoring
Cost of upkeep and protection of wetlands on CDD property.

Aquatics – Plant Replacement
The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Waterway Management Program
Cost of maintaining waterways and rivers on district property.

Debris Cleanup
Cost of cleaning up debris on district property.

Wildlife Control
Management of wildlife on district property.

EXPENDITURES

Contingency/Reserves

Contingency
Funds set aside for projects, as determined by the district's board.

Capital Improvements
Funding of major projects and building improvements to CDD property.

R&M Other Reserves
The board may set aside monetary reserves for necessary for maintenance projects as needed.

Gas Worx

Community Development District

Supporting Budget Schedules

Fiscal Year 2026

Assessment Summary
Fiscal Year 2025 vs. Fiscal Year 2024

ASSESSMENT ALLOCATION

Assessment Area One															
		General Fund			Debt Service			Total Assessments per Unit			
Product	Units	FY 2026	FY 2025	Dollar Change	FY 2025	FY 2026		FY 2025	FY 2026	Dollar Change	Percent Change
Retail use	169	$ 22.22	$ -	$ 22.22	$ 1,473.00	$ 1,473.00	$ -	$ 1,495.22	$ 1,473.00	$ 22.22	2%
Office use	502	$ 22.22	$ -	$ 22.22	$ 1,473.00	$ 1,473.00	$ -	$ 1,495.22	$ 1,473.00	$ 22.22	2%
Residential use	3830	$ 22.22	$ -	$ 22.22	$ 1,473.00	$ 1,473.00	$ -	$ 1,495.22	$ 1,473.00	$ 22.22	2%
	4501										

ASSESSMENT INCREASE ANALYSIS

	Assessment Increase		$ 100,000
Product	**Per Product**	**Per Unit O&M % Increase**	**Per Unit O&M $ Increase**
Retail use	$ 3,994.38	0%	$ 23.64
Office use	$ 11,864.98	0%	$ 23.64
Residential use	$ 90,523.62	0%	$ 23.64
Total	$ 106,383	***Collection costs included***	

Third Order of Business

3D

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GAS WORX COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors ("**Board**") of the Gas Worx Community Development District ("**District**") a proposed budget for the next ensuing budget year ("**Proposed Budget**"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, **KS Ybor Master Developer LLC**, a Delaware limited liability company ("**Developer**"), as the developer of certain lands within the District, has agreed to fund the FY 2025-2026 Budget as shown in the revenues line item of the FY 2025-2026 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.

b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed

necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2024-2025 and/or revised projections for fiscal year 2025-2026.

c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Gas Worx Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026".

d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of $_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.

c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 18, 2025.

Attested By:	**Gas Worx Community Development District**
_____	_____
Name:_____	Name:_____
☐Secretary/☐Assistant Secretary	☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Adopted Budget
Exhibit B: Form of Budget Funding Agreement with Developer

Fourth Order of Business

4A

FY 2025-2026 Budget Funding Agreement
(Gas Worx Community Development District)

This FY 2025-2026 Budget Funding Agreement (this "**Agreement**") is made and entered into as of August 18, 2025, between the **Gas Worx Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the "**District**"), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 and **KS Ybor Master Developer LLC**, a Delaware limited liability Company (the "**Developer**"), whose mailing address is 8255 Greensboro DR, Suite 200, McLean, VA 22102.

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2025-2026 as attached hereto as **Exhibit A** (the "**FY 2025-2026 Budget**"), which commences on October 1, 2025, and concludes on September 30, 2026;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2025-2026 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2025-2026 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the "**Property**");

WHEREAS, the Developer agrees that the activities of the District described in the FY 2025-2026 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2025-2026 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations**. From time to time during the 2025-2026 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to **$_____** in accordance with the FY 2025-2026 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2025-2026 Budget Revisions**. The District and Developer agree that the FY 2025-2026 Budget shall be revised at the end of the 2025-2026 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2025, and ending on September 30, 2026. The Developer shall not be responsible for any additional costs other than those costs provided for

in the FY 2025-2026 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2025-2026 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. **Right to Lien Property**.
   a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
   b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2025-2026 Budget" in the public records of Hillsborough County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
   c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. **Default**. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

5. **Enforcement and Attorney Fees**. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

6. **Governing Law and Venue**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

7. **Interpretation**. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. **Termination of Agreement**. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2025-2026 fiscal year on September 30, 2026. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

9. **Third Parties**. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. **Amendments**. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

11. **Assignment**. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

12. **Authority**. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

13. **Entire Agreement**. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

KS Ybor Master Developer LLC, a Delaware limited liability company	**Gas Worx Community** **Development District**
_____	_____
Name:_____	Name:_____
Title:_____	☐Chair/☐Vice-Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

Fourth Order of Business

4B

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GAS WORX COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE EXECUTION OF TIF AGREEMENTS AND DESIGNATING TIF REVENUES FOR DEBT SERVICE PAYMENTS FOR SPECIAL ASSESSMENT BONDS.

WHEREAS, the Board of Supervisors ("**Board**") of the Gas Worx Community Development District (the "**District**") issued its $40,600,000 Special Assessment Bonds, Series 2025 (the "**Series 2025 Bonds**") to finance a portion of certain public improvements described in the *Master Report of the District Engineer dated August 28, 2024*, as amended (the **"Project"**);

WHEREAS, in order to repay the Series 2025 Bonds, the District levied non-ad valorem special assessments on property benefitted by the Project (the "**Debt Assessments**") as described in the *Final First Supplemental Assessment Methodology Report dated May 1, 2025 (the "**Methodology Report**");*

WHEREAS, as part of the Bond issuance the District entered into the *First Supplemental Trust Indenture dated as of May 1, 2025* (the " **Indenture**") with the Trustee of the Series 2025 Bonds (the "**Trustee**"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture;

WHEREAS, KS YBOR MASTER DEVELOPER LLC, together with its successors and assigns, is the master developer for the project known as "Gas Worx" (the "**Master Developer**") and agreed to fund and complete the portion of the Project relating to Phases 2a and 2b as the proceeds of the Series 2025 Bonds may not be sufficient to complete the Project;

WHEREAS, the Master Developer and its affiliates secured a loan from Bank OZK (the "**Lender**") to facilitate the completion of the Project;

WHEREAS, the District requested that the Lender provide written acknowledgment of the District's lien related to the Debt Assessments prior to the issuance of the Bonds in the form of a "Mortgagee Acknowledgment";

WHEREAS, the District previously approved in substantial form various agreements related to certain tax increment funds and community redevelopment areas (the "**TIF Agreements**");

WHEREAS, the District desires to approve and confirm the execution of all documents, instruments and certificates in connection with the TIF Agreements, which are on file with the District Manager;

WHEREAS, under the TIF Agreements the District is eligible to receive tax increment revenues (the "**TIF Revenues**"), in the form of reimbursements of capital expenditures (constituting portions of the Project);

WHEREAS, the Board finds that it is in the best interests of landowners within the District to designate TIF Revenues towards the debt service due for the Series 2025 Bonds and finds that the Indenture specifically authorizes such designation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

Section 2. Authority for This Resolution. This Resolution is adopted pursuant to Chapter 190, Florida Statutes.

Section 3. Ratification of Execution of the TIF Agreements. The execution by the officials of the District of the following TIF Agreements, which are on file with the District, along with the District's obligations included therein, are hereby ratified and confirmed:

a. *Infrastructure Improvements Agreement* effective January 26, 2025, executed by and among the District, the City, and the Master Developer, and recorded in the public records of Hillsborough County as Instrument No: 2025-039-351

a. *Interlocal Agreement* effective April 2, 2025, executed by and among the District, the City and the City CRA, and recorded in the public records of Hillsborough County as 2025-144-389

b. *Community Benefits Agreement* effective April 23, 2025, and executed by and among the District, the City, and the Master Developer.

Section 4. Designating TIF Revenues for Debt Service.

a. The District hereby designates all TIF Revenues it may receive by virtue of the TIF Agreements to be used toward paying debt service towards the Series 2025 Bonds.

b. Prior to collecting any Debt Assessments, the District Manager shall check if any TIF Revenues are available, in lieu of the need to collect Debt Assessments, to make debt service payments towards the Series 2025 Bonds.

c. If the TIF Revenues cannot fully cover the debt service for the Series 2025 Bonds, then they shall be designated in such a manner so that all property owners receive a proportionate allocation towards their Debt Assessments based on the EAUs included in the Methodology Report.

Section 5. Reliance Upon this Resolution. It is the express intent of the Board that this Resolution may be relied upon by the District Manager, Trustee, Master Developer, the landowners within the District, and the Lender.

Section 6. Future Changes. For the reasons stated above, the Board intends that the designation of the TIF Revenues to pay for debt service on the Series 2025 Bonds remain in perpetuity and shall not be repealed. The Board shall only revoke, modify, or amend this resolution upon (1) the written consent of the Master Developer and Lender or (2) the written consent of the Master Developer and the satisfaction of the Lender's mortgage on the property.

Section 7. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

Section 8. Conflicts. This Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions included herein. All prior Board action or District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Section 9. Effective Date. This Resolution shall become effective upon its adoption.

Approved and adopted on June 2, 2025.

Attest:	**Gas Worx** **Community Development District**
_____	_____
Brian Lamb Secretary	Darryl Shaw Vice-Chair of the Board of Supervisors

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this "Agreement") is entered as of the Effective Date (defined below), by and among the **GAS WORX COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, as amended, known as the Uniform Community Development District Act of 1980 ("CDD"), **KS YBOR MASTER DEVELOPER, LLC**, a Delaware limited liability company ("KS"), and the **CITY OF TAMPA**, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

RECITALS

A. Real property commonly known as Gasworx is more particularly shown and described in Exhibit A attached hereto (the "Gasworx Property") is within the boundaries of the CDD.

B. Portions of Gasworx Property are located within the City's: (i) Downtown Community Redevelopment Area (the "Downtown CRA"); (ii) Ybor City 2 Community Redevelopment Area (the "Ybor City 2 CRA"); and (iii) the Central Park Community Redevelopment Area (the "Central Park CRA" and together with the Downtown CRA and Ybor City 2 CRA, the "Gasworx CRAs").

C. KS, as master developer, intends to design, construct, and otherwise undertake in one or more phases ("Phases") a large scale development project within the Gasworx Property (the "Project") known as Gasworx, which has received the following City approvals: (i) a planned development alternative rezoning pursuant to Ordinance No. 2022-147 (the "Rezoning"); (ii) the right-of-way vacating pursuant to Ordinance No. 2022-146 (the "Vacating"); (iii) the Gas Worx Development Agreement recorded on October 24, 2022 as Instrument No. 2022506522 in the Official Records of Hillsborough County, Florida (the "Development Agreement"); and (iv) various other development orders to implement the Rezoning, Vacating, Development Agreement, and Project.

D. KS, CDD, and City entered into that certain Infrastructure Improvements Agreement dated as of January 26, 2025 and recorded as Instrument No. 2025039351 in the Official Records of Hillsborough County, Florida (the "Infrastructure Agreement"), which defines the "Infrastructure Improvements" that are being constructed on the Gasworx Property.

E. As used in this Agreement, the term "Infrastructure Improvements" refers only to the Infrastructure Improvements (defined in the Infrastructure Agreement) that are located in Gasworx CRAs.

F. CDD and the Community Redevelopment Agency of the City of Tampa ("CRA") entered into that certain Interlocal Agreement dated as of March 27, 2025 and recorded as Instrument No. 2025144389 in the Official Records of

Hillsborough County, Florida (the "Funding Agreement").

G. The Funding Agreement describes how the CRA will reimburse the CDD out of the applicable Gasworx CRA trust fund (as applicable to such specific CRA, the "CRA Trust Fund"), subject to the limits set forth therein, for those certain actual costs incurred in carrying out such Infrastructure Improvements, only as such actual costs may be approved by the CRA, as provided for herein.

H. Pursuant to Chapter 2, Article XI of the City of Tampa Code of Ordinances (the "CBA Code"), projects with certain "city participation values" are obligated to provide certain community benefits, the provision of which is memorialized in a community benefit agreement.

I. In accordance with the CBA Code, a Community Benefits Agreement Committee was duly formed and voted unanimously to recommend that the CRA Board adopt this Agreement.

J. CDD and CRA desire to enter this Agreement to satisfy the Project's obligations pursuant to the CBA Code.

NOW, THEREFORE, the parties hereby agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals above are incorporated herein by reference. Unless otherwise specifically defined herein, all capitalized terms in this Agreement will have the same meaning as provided in the Infrastructure Agreement.

2. **Purpose.** This Agreement constitutes the Community Benefits Agreement required under the CBA Code.

3. **Monitoring.** After commencement of development of a Phase, KS, or its affiliate responsible for development of that Phase, shall provide the City with a written report at least annually during development regarding the provision of the Community Benefits in that Phase. Prior to the completion of a specific phase of Infrastructure Improvements, KS, or its affiliate, shall provide the City with a report of all Community Benefits provided and completed as part of the development of that Phase. All reports required from KS or any affiliate of KS pursuant to this Agreement shall be in a form agreed to by City and KS and shall contain such information and include such back-up information as may be reasonably required by the City to confirm KS's compliance with this Agreement.

4. **Community Benefits**. KS, its affiliates, or CDD shall provide the following community benefits in connection with the Project as detailed below (collectively, the "Community Benefits").

4.1 Physical Community Benefits.

4.1.1 Historic Preservation. Complete an adaptive reuse redevelopment of the structure located at 1301 East Fourth Avenue, Tampa, Florida 33605 in accordance with that certain Certificate of Appropriateness issued by the Barrio Latino Commission on November 29, 2024, and restore the street grid as depicted on the original Ybor City subdivision plats, as more fully described in the Infrastructure Agreement. Additionally, original bricks discovered under asphalt streets within the Project are also being salvaged for re-use within the Project.

4.1.2 On-Street Public Parking. Construct approximately one hundred eighty (180) on-street public parking spaces within the Project that comprise a portion of the Infrastructure Improvements.

4.1.3 Mobility and Pedestrian Improvements. Construct the public sidewalk, pedestrian trail, streetscape improvements, public realm improvements, and mobility improvements within the Project that comprise a portion of the Infrastructure Improvements.

4.1.4 TECO Streetcar Station. Construct the TECO Streetcar Station in accordance with the Development Agreement.

4.1.5 Environmental Remediation. Complete the environmental remediation work described in that certain Brownfield Site Rehabilitation Agreement dated December 14, 2023, by and among certain KS affiliates that own real property within the Project, and the Environmental Protection Commission of Hillsborough County.

4.1.6 Utility Relocation. Complete the relocation of public stormwater, wastewater, potable water, and electrical infrastructure as more fully described in the Infrastructure Agreement.

4.1.7 Stormwater and Flood Prevention. Complete upgrades of public stormwater facilities and elevation raising as more fully described in the Infrastructure Agreement.

4.1.8 Public Space. Complete construction of public greenspace and open space as further described in the Rezoning design guidelines, which includes a new Citypark, a pocket park, construction or improvements of several blocks of street grid, including the 3rd Avenue Paseo, and a new multi-use trail connecting Nuccio Green Spine and Selmon Greenway/ Meridian Greenway.

4.2 Affordable Housing. KS or its affiliates will construct three hundred sixty-one (361) affordable housing units within the Project and that certain earlier portion of the Gasworx project that was approved pursuant to Ordinance No. 2022-11 (the "Phase 1 Ordinance"), all as more fully set forth in the site plan adopted by the Phase 1 Ordinance and the City of Tampa Bonus Provision Agreement entered into between the City and KS that is recorded as Instrument No. 2022475366 in the Official Records of Hillsborough County, Florida. The Bonus Provision Agreement requires the construction of 325 affordable units in order to achieve a bonus in density for the project; therefore, the additional 36 units are the community benefit. Such units shall be restricted, for a period of thirty (30) years from the date of the issuance of the certificate of occupancy for the building containing such units, to being leased solely to individuals or households whose Annual Gross Income as defined in Section 420.9071, *Florida Statutes*, is at or below 120% of the Area Median Income for the Tampa-St. Petersburgh-Clearwater Metropolitan Statistical Area.

4.3 Women, Minority, Small and Local Business Hiring. A minimum of 15% of the value of all construction, engineering and design work related to the construction of Infrastructure Improvements shall be awarded by KS, CDD, or a contractor or subcontractor to Women and Minority Business Enterprises and Small Local Business Enterprises that are certified by the City. The terms "Women and Minority Business Enterprises" and "Small Local Business Enterprises" have the meaning set forth in Chapter 26.5 of the City of Tampa Code of Ordinances. The total value of the construction work in each Phase and the value of the work awarded to Women and Minority Business Enterprises and Small Local Business Enterprises for each Phase shall be included in the annual reports required under Section 3 above during and upon completion of development of all horizontal construction within a Phase.

4.4 Other Community Benefits.

4.4.1 Construction Planning Worksheet. Within twelve (12) months of the Effective Date, KS will deliver to City a construction planning worksheet that includes approximate timeframes and intended mitigation measures for the construction of the Infrastructure Improvements, and outlining the communication plan for the Project.

4.4.2 Community Impact Report. Within twenty-four (24) months of the Effective Date, KS will deliver to City a community impact report including, but not limited to, information about the Project's fiscal, housing, employment, utility, traffic, small business, environmental, social/community, health, and sustainability/resilience impacts (collectively, the "Community Impact Report"). The Community Impact Report will include details about job training and local recruitment efforts performed by contractors that are engaged by KS or CDD to complete the Infrastructure Improvements.

4.5 Exemption from Specific Community Benefits. CDD, KS, and City agree that certain of the required community benefits in the CBA Code are not applicable to the

horizontal infrastructure work that comprises the Infrastructure Improvements. In recognition that the aggregate community benefits listed in Section 4.1 above exceed the minimum requirements of the CBA Code, the Project is exempt from the following community benefits: Sections 2-853(a)(6), 2-853(a)(7), 2-853(b)(4), 2-853(c)(3).

5. **Ongoing Community Engagement.** No less than annually until such time as the Community Benefits described in Section 4.1 above are completed, CDD will present an update on the Project status and the provision of the Community Benefits to the community at a public meeting for each of the Gasworx CRAs.

6. **Audit.** The City shall have reasonable access to, and the right to audit, examine, or reproduce, the financial books and records of the party responsible for the completion of the Community Benefits described in Section 4 of this Agreement. KS and CDD must retain all such records for a minimum period of two (2) years from completion of a Phase, or for such longer period of time as required by federal or state law or in connection with the completion of any audit in progress. Access must be provided to the City or its agents during normal business hours to review the requested records no later than thirty (30) calendar days after the written request is made by the City or its authorized representative. The Parties do not intend for KS's compliance with this Section 6 to be construed as a waiver of KS's ability to assert any valid exemptions to Chapter 119, Florida Statutes, with respect to the records inspected by City hereto.

7. **Other Project Agreements.** This Agreement should be interpreted in a manner consistent with the Infrastructure Agreement and Funding Agreement. In the event of a conflict between the terms of this CBA and either the Infrastructure Agreement or Funding Agreement, in regards to the requirement of Community Benefits to be provided in connection with the Project, the terms of this Agreement shall control.

8. **Default**. In the event that KS fails to timely provide the required monitoring written reports or fails to provide any of the Community Benefits described herein, such failure shall constitute an event of default under this Agreement in the event that KS does not cure such default within 15 days after notice by City (or such reasonable time if such default cannot be cured within such 15 days), whereupon the City shall have all rights and remedies available to it under the Agreement or at law or in equity in case of such a default. In addition, the City may, at its discretion, notify the CRA of the event of default, and KS agrees that the CRA may thereafter withhold further funding of the grant from the CRA as provided under the Funding Agreement until the default under this Agreement is cured by KS. Further, KS agrees that if the CRA withholds such funding until the event of default is cured by KS, the same does not and will not constitute a default by the CRA under the Funding Agreement. KS and City agree that, upon KS's cure of any default under this Agreement, KS may again seek funding from the CRA under the Funding Agreement.

9. **Intentionally Deleted**.

10. **Miscellaneous.**

10.1 Time Of The Essence. Time is of the essence with respect to this Agreement.

10.3 Estoppel Statements. No more than once a year except in the case of a financial closing related to the Project, within thirty (30) days following request from a Party hereto, the other Party shall deliver a statement executed and acknowledged by such other Party, in form reasonably satisfactory to the requesting Party, stating to the best of such other Party's knowledge whether either Party hereto is in default hereunder and such other information as the requesting Party may reasonably request.

10.4 Controlling Law; Venue. This Agreement, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida with venue being in Hillsborough County, Florida.

10.5 Entire Agreement; Severability; Captions. This writing embodies the entire agreement and understanding between the parties hereto; and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto. This Agreement by and between the parties hereto supersedes all prior agreements, written or oral, among KS and the City relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted; but such omission shall not invalidate the remaining provisions of this Agreement. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, nor describe the scope of this Agreement, nor the intent of content of any provision contained herein.

10.6 Equal Employment Opportunity And Non-Discrimination. In connection with the execution of this Agreement, KS (or its subcontractors or suppliers of any tier) will not discriminate against employees or applicants for employment because of race, religion, color, sex, age, familial status, marital status, physical disability, sexual orientation, or national origin. KS will take affirmative actions to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, color, sex, age, familial status, marital status, physical disability, sexual orientation, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, transfer, layoff, termination and rates of pay and other forms of compensation, training programs and selection for training, apprenticeship, recruitment or recruitment advertising, and employment goals.

10.7 Florida Statutory Provisions. Bills for fees or other compensation for services or expenses as provided or contemplated herein will be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Any documents provided by KS to

the City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes and other applicable federal laws. Nothing in this Agreement shall be deemed or construed as a waiver of any privilege, immunity or other protection which may be available to the City under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes. Likewise, to the extent applicable, any claim for indemnity brought under this Agreement against the City will comply with the procedural requirements and pre-suit conditions contained in Section 768.28, Florida Statutes.

10.8 No Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government.

10.9 Notices. All notices, demands, requests for approvals, reports, or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or facsimile, or electronic mail or by courier service, or by hand delivery to the office of each party indicated below, with evidence of delivery of the same, and addressed as follows:

For the City:	City of Tampa Attn: Administrator for Development and Economic Opportunity 315 E. Kennedy Blvd. Tampa, Florida 33602 Email: abbye.feeley@tampagov.net
With a copy to:	City of Tampa Attn: City Attorney 315 E. Kennedy Blvd. Tampa, Florida 33602 Email: andrea.zelman@tampagov.net
For the CDD:	Gasworx Community Development District Attn: District Administrator c/o Inframark 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 Email:_____
With a copy to:	Gasworx Community Development District Attn: District Counsel c/o Inframark 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 Email: vbabbar@srvlegal.com

For KS:	KS Ybor Master Developer LLC Attn: Graham Tyrrell 1314 E. 7th Ave. Tampa, Florida 33605 Email: gtyrrell@kettler.com
With a copy to:	Kettler Inc. Attn: Sean H. Curtin, Esquire 8255 Greensboro Drive, Suite 200 McLean, Virginia 22102 Email: scurtin@kettler.com
And a copy to:	Gardner Brewer Hudson, P.A. Attn: Tyler J. Hudson, Esquire 400 N. Ashley Drive, Suite 1100 Tampa, Florida 33602 E-mail: thudson@gardnerbrewer.com

10.10 Binding. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

10.11 Section Headings. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

10.12 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the City and KS have contributed substantially and materially to the preparation and review of this Agreement.

10.13 Assignment. It is mutually understood and specifically agreed that this Agreement is binding upon the respective successors and assigns of the parties hereto. This rights and obligations arising from this Agreement may be assigned or delegated in whole or in part by CDD to KS or an affiliate thereof without the prior written consent of the City or Agency.

10.14 Attorney's Fees And Costs. In any claim or controversy arising out of or relating to this Agreement, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

10.15 Effective Date. The "Effective Date" of this Agreement is the last date of signature on the signature pages attached hereto.

10.16 Counterparts. This Agreement may be signed in any number of counterparts each of which, when signed and delivered, shall be an original and such signed counterparts when taken together shall constitute one and the same instrument.

An electronic copy of the signed Agreement is sufficient for the purposes of enforcing the terms of the Agreement.

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

KS YBOR MASTER DEVELOPER LLC,
a Delaware limited liability company

By: _____
Darryl Shaw, Authorized Person

Date April 3, 2025 Signed: _____

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical appearance or ☐ online notarization, this 3 day of April, 2025, by Darryl Shaw, as Authorized Person of KS YBOR MASTER DEVELOPER LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Jennifer Davis
Notary Public – (Signature)
Print Name: Jennifer Davis
My Commission Expires: 10/05/2027

JENNIFER DAVIS
Notary Public - State of Florida
Commission # HH 451565
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

(Notary Seal)

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

GASWORX COMMUNITY DEVELOPMENT DISTRICT

By: _____

Darryl Shaw, Chairman

Date April 3, 2025 Signed: _____

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical appearance or ☐ online notarization, this 3 day of April, 2025, by Darryl Shaw, as Chairman of Gasworx Community Development District, a Community Development District ("CDD"), on behalf of Gasworx CDD, who is personally known to me or has produced _____ as identification.

Jennifer Davis
Notary Public – (Signature)
Print Name: Jennifer Davis
My Commission Expires: 10/05/2027

(Notary Seal)

JENNIFER DAVIS
Notary Public - State of Florida
Commission # HH 451565
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

ATTESTED TO:

Shirley Foxx-Knowles

City Clerk/~~Deputy City Clerk~~

APPROVED AS TO FORM:

Rebecca Johns

Assistant City Attorney

CITY OF TAMPA, a municipal corporation organized and existing under the laws of the State of Florida

By: Jane Castor

Jane Castor, Mayor

Date 4/23/25 Signed:

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of X physical appearance or □ online notarization, this 23rd day of April, 2025, by Jane Castor, as Mayor of City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Conchi I Tilton
My Commission HH 148860
Expires 09/06/2025

(Notary Seal)

Notary Public – (Signature)
Print Name: Conchi I. Tilton
My Commission Expires: 9/6/25

[END OF SIGNATURE PAGES; EXHIBITS FOLLOW ON NEXT PAGE]

EXHIBIT LIST

EXHIBIT A	Legal Description of Gasworx Property
EXHIBIT B	List of KS Affiliates

EXHIBIT A

LEGAL DESCRIPTION OF GASWORX PROPERTY

Lots 10, 11 and 12, MARYLAND AVENUE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 41, Pages 71-1 thru 71-3, of the Public Records of Hillsborough County, Florida, TOGETHER WITH the South 1/2 of LILY WHITE COURT (Estelle Street per Plat), now VACATED per City of Tampa Ordinance No. 4364-A.
PART I

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, as recorded in Plat Book 1, Page 10, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 24, as recorded in Plat Book 12, Page 27, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 25, as recorded in Plat Book 11, Page 86, also being a portion of ESTUARY SUBDIVISION No. 1, as recorded in Plat Book 11, Page 15, also being a portion of K & W SUBDIVISION, as recorded in Plat Book 16, Page 4, ALL of the Public Records of Hillsborough County, Florida, also being a portion of ALL alleys as shown on the aforesaid plats, also being a portion of the rights-of-way for E. 2nd AVENUE (Louisiana Avenue per plat), E. 3rd AVENUE (Alabama Avenue per plat), E. 4th AVENUE (Tennessee Avenue per plat), MISSISSIPPI AVENUE, N. 12th STREET, PEARL STREET, CHANNELSIDE DRIVE (Elizabeth Street per plat), and N. 14th STREET (Missouri Street per plat), and also being a portion of Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 18, run thence along the East boundary of said Southwest 1/4 of Section 18, S.00°15'10"W., a distance of 490.21 feet; thence N.89°44'50"W., a distance of 27.09 feet to the Southeast corner of Lot 14, Block 37, of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, according to the plat thereof, as recorded in Plat Book 1, Page 10, of the Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along the intersection right-of-way for the aforesaid E. 4th AVENUE, S.00°40'31"W., a distance of 58.74 feet, to the Northeast corner of Lot 1, Block 38, of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 38, S.00°37'26"W., a distance of 200.03 feet, to the Southeast corner of Lot 10, said Block 38; thence along the intersection right-of-way for the aforesaid E. 3rd AVENUE, S.00°48'02"W., a distance of 59.90 feet, to the Northeast corner of Lot 1, Block 39, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 39, S.00°21'14"W., a distance of 200.04 feet, to the Southeast corner of Lot 10, said Block 39; thence along the intersection right-of-way for the aforesaid E. 2nd AVENUE, S.00°15'11"W., a distance of 59.86 feet, to the Northeast corner of Lot 1, Block 40, of the aforesaid LESLEY'S SUBDIVISION PLAN

OF EAST TAMPA; thence along the East boundary of said Block 40, and the Southerly extension thereof, S.00°03'44"W., a distance of 250.09 feet, to a point on the North right-of-way line of ADAMO DRIVE (State Road No. 60); thence along said North right-of-way line, N.89°40'40"W., a distance of 752.38 feet; thence along the intersection right-of-way for the aforesaid CHANNELSIDE DRIVE, S.86°51'27"W., a distance of 100.44 feet; thence N.89°41'30"W., a distance of 108.41 feet; thence S.00°18'30"W., a distance of 113.99 feet, to a point on a curve, said point also being the Northeast corner of Lot 1, Block 1, of the aforesaid ESTUARY SUBDIVISION No. 1; thence along the Easterly boundary of said Block 1, Southerly, 161.24 feet along the arc of a non-tangent curve to the left having a radius of 440.77 feet and a central angle of 20°57'34" (chord bearing S.18°18'37"W., 160.34 feet) to a point on the Northerly Limited Access Right-of-way Line of LEE ROY SELMON CROSSTOWN EXPRESSWAY, Project No. 10002-2520-035, as recorded in Official Records Book 3613, Page 894, of the Public Records of Hillsborough County, Florida; thence along said Northerly Limited Access Right-of-way Line, the following three (3) courses: 1) S.67°57'01"W., a distance of 166.87 feet; 2) S.64°58'22"W., a distance of 55.89 feet; 3) S.62°23'34"W., a distance of 332.04 feet; thence N.00°27'05"E., a distance of 164.17 feet, to a point on the Westerly boundary of Block 2, of the aforesaid K & W SUBDIVISION; thence along said Westerly boundary, N.38°17'18"E., a distance of 127.55 feet; thence N.07°44'28"W., a distance of 127.74 feet, to a point on the Westerly boundary of the aforesaid Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507; thence along said Westerly boundary, the following two (2) courses: 1) N.26°10'34"W., a distance of 59.93 feet; 2) N.64°08'16"E., a distance of 22.96 feet; thence N.51°34'50"W., a distance of 155.13 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37); thence along said Southeasterly boundary, the following six (6) courses: 1) N.39°39'08"E., a distance of 101.29 feet; 2) S.51°52'51"E., a distance of 15.78 feet; 3) N.41°04'32"E., a distance of 452.31 feet; 4) N.39°21'23"E., a distance of 180.75 feet; 5) Northeasterly, 372.69 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 12°06'28" (chord bearing N.45°25'33"E., 372.00 feet); 6) Northeasterly, 506.66 feet along the arc of a non-tangent curve to the right having a radius of 1569.65 feet and a central angle of 18°29'39" (chord bearing N.57°34'40"E., 504.46 feet), to a point on the East boundary of Block 27, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along said East boundary, and the Southerly extension thereof, S.00°24'07"W., a distance of 92.09 feet, to the Northeast corner of Lot 1, Block 26, of said LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the Intersection right-of-way for E. 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, S.89°40'15"E., a distance of 49.87 feet, to a point on the East right-of-way line of the aforesaid N.14th STREET; thence along said East right-of-way line, S.00°18'10"W., a distance of 200.36 feet, to a point on the North right-of-way line of the aforesaid E. 4th AVENUE; thence along said North right-of-way line, S.89°29'54"E., a distance of 353.63 feet to the POINT OF BEGINNING.

Containing 29.649 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

PART II

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of MARYLAND AVENUE SUBDIVISION, as recorded in Plat Book 41, Page 71, both of the Public Records of Hillsborough County, Florida, also being a portion of ALL alleys as shown on the aforesaid plats, and also being a portion of the rights-of-way for NICK NUCCIO PARKWAY, EAST SCOTT DRIVE, and LILLY WHITE COURT (Estelle Street per plat), Vacated per City of Tampa Ordinance 4364-A (Utility Easement retained), as recorded in Official Records Book 1861, Page 789, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 18, run thence along the North boundary of said Southwest 1/4 of Section 18, N.89°37'31"W., a distance of 1183.09 feet; thence S.00°22'29"W., a distance of 68.46 feet to a point on the Easterly right-of-way line of the aforesaid NICK NUCCIO PARKWAY, said point also being the POINT OF BEGINNING; thence along said Easterly right-of-way line, S.00°20'37"W., a distance of 221.15 feet; thence along the North boundary of Block 19, and the Westerly extension thereof, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, N.90°00'00"E., a distance of 348.62 feet, to the Northeast corner of Lot 1, of said Block 19; thence along the East boundary of said Block 19, S.00°22'25"W., a distance of 35.96 feet, to a point on a curve on the Northwesterly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37; thence along said Northwesterly boundary, a portion of which being the Southeasterly right-of-way line of the aforesaid NICK NUCCIO PARKWAY, the following four (4) courses: 1) Southwesterly, 110.24 feet along the arc of a non-tangent curve to the left having a radius of 1669.65 feet and a central angle of 03°46'59" (chord bearing S.50°19'00"W., 110.22 feet); 2) Southwesterly, 391.08 feet along the arc of a non-tangent curve to the left having a radius of 1863.65 feet and a central angle of 12°01'24" (chord bearing S.45°23'02"W., 390.36 feet); 3) S.39°21'23"W., a distance of 179.28 feet; 4) S.41°04'32"W., a distance of 1341.95 feet; thence N.48°55'28"W., a distance of 210.58 feet, to a point on the Southerly boundary of Lot 5, of the aforesaid MARYLAND AVENUE SUBDIVISION; thence along said Southerly boundary, S.74°14'27"W., a distance of 40.15 feet, to a point on the East right-of-way line of MARYLAND AVENUE, as shown on said plat of MARYLAND AVENUE SUBDIVISION; thence along said East right-of-way line, the following two (2) courses: 1) N.00°26'34"E., a distance of 26.07 feet, to the Southwesterly corner of Lot 8, of said MARYLAND AVENUE SUBDIVISION; 2) N.00°22'11"E., a distance of 462.28 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°22'11"E., 35.36 feet) to a point on the Easterly right-of-way line of SCOTT STREET, as shown on said plat of MARYLAND AVENUE SUBDIVISION; thence along said Easterly right-of-way line, the following four (4) courses: 1) S.89°37'49"E., a distance of 45.87 feet; 2) Easterly, 145.96 feet along the arc of a tangent curve to the left having a radius of 230.00 feet and a central angle of 36°21'40"

(chord bearing N.72°11'21"E., 143.53 feet); 3) N.54°00'31"E., a distance of 239.74 feet; thence Northeasterly, 622.59 feet along the arc of a tangent curve to the left having a radius of 597.96 feet and a central angle of 59°39'20" (chord bearing N.24°10'51"E., 594.84 feet); 4) N.05°38'49"W., a distance of 394.77 feet, to a point on the centerline of the aforesaid LILLY WHITE COURT; thence along said centerline, S.89°38'09"E., a distance of 301.31 feet; thence Southerly, 5.43 feet along the arc of a non-tangent curve to the right having a radius of 50.00 feet and a central angle of 06°13'14" (chord bearing S.03°28'28"W., 5.43 feet), to a point on the North boundary of Lot 12, of the aforesaid MARYLAND AVENUE SUBDIVISION; thence along said North boundary, and the Easterly extension thereof, S.89°43'50"E., a distance of 297.81 feet, to the POINT OF BEGINNING.

Containing 22.275 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for SCOTT DRIVE, as shown on the plat MARYLAND AVENUE SUBDIVISION, as recorded in Plat Book 41, Page 71, of the Public Records of Hillsborough County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for NUCCIO PARKWAY, lying adjacent to and East of Lots 4 and 5, of MARYLAND AVENUE SUBDIVISION, as recorded in Plat Book 41, Page 71, of the Public Records of Hillsborough County, Florida, and lying West of and adjacent to the Northerly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for NORTH 14th STREET (Missouri Street per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the North right-of-way line of ADAMO DRIVE and the South right-of-way line of EAST 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for CHANNELSIDE DRIVE (Elizabeth Street per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the North right-of-way line of ADAMO DRIVE and the Southerly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for EAST 4th AVENUE, (Arkansas Avenue per plat) as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the Southeasterly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37, and the West right-of-way line of NORTH 15th STREET (California Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for EAST 3rd AVENUE, (Alabama Avenue per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the East right-of-way line of NORTH 14th STREET (Missouri Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, and the West right-of-way line of NORTH 15th STREET (California Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for EAST 2nd AVENUE (Lousiana Street per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the East right-of-way line of CHANNELSIDE DRIVE (Elizabeth Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, and the West right-of-way line of NORTH 15th STREET (California Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for NORTH 12th STREET, lying East of, and adjacent to K & W SUBDIVISION, according to the plat thereof as recorded in Plat Book 16, Page 4, of the Public Records of Hillsborough County, Florida, and lying West of and adjacent to ESTUARY SUBDIVISION No. 1, as recorded in Plat Book 11, Page 15, of the Public Records of Hillsborough County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for MERIDIAN AVENUE, as shown on the plat of K & W SUBDIVISION, as recorded in Plat Book 16, Page 4, and the plat of ESTUARY SUBDIVISION No. 1, as recorded in Plat Book 11, Page 15, both of the Public Records of Hillsborough County, Florida, lying East of the Northwesterly corner of Lot 1, Block 2, of said plat of K & W SUBDIVISION, and lying West of the Northeast corner of Lot 1, Block 2, of the aforesaid plat of ESTUARY SUBDIVISION No. 1.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: A portion of that parcel described in Official Records Book 7243, Page 1492, (in use as public right-of-way), of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the intersection of the South boundary of said Block 20 and the West right-of-way line of CHANNELSIDE DRIVE (ELIZIBETH STREET per plat of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA), thence along said South boundary of Block 20, N.89°39'49"W., a distance of 250.31 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, (per Right-of-way and Track Map, Station 46251+37 to 46504+37), also being the Westerly boundary of the aforesaid parcel described in Official Records Book 7243, Page 1492; thence along said Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, and said Easterly boundary of said parcel described in Official Records Book 7243, Page 1492, the following two (2) courses: 1) N.39°21'23"E., a distance of 21.70 feet; 2) Northeasterly, 251.98 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 08°11'10" (chord bearing N.43°27'54"E., 251.76 feet) , to a point on the North boundary of the aforesaid parcel described in Official Records Book 7243, Page 1492; thence along said North boundary, S.89°42'13"E., a distance of 64.10 feet, to the Northeast corner thereof; thence along the East boundary of said parcel described in Official Records Book 7243, Page 1492, S.00°12'49"W., a distance of 200.65 feet, to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: Lots 5, 10, 11 and 12, MARYLAND AVENUE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 41, Pages 71-1 thru 71-3, of the Public Records of Hillsborough County, Florida, TOGETHER WITH the South 1/2 of LILY WHITE COURT (Estelle Street per Plat), now VACATED per City of Tampa Ordinance No. 4364-A.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 39, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; LESS the East 30 feet of Lots 2 and 9; TOGETHER WITH that certain alley lying between Lot 2, less the East 30 feet thereof and Lots 3, 4, and 5 on the North and Lots 6, 7, 8 and 9, less the East 30 feet of Lot 9, on the South, which alley runs East and West through Block 39 of said subdivision.

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 4, 5, 6 and 7, and ALL of the Closed Alley lying between Lots 4, 5, 6 and 7, Block 38, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

[END OF EXHIBIT A]

EXHIBIT B

LIST OF KS AFFILIATES

KS Ybor Gateway East 1 Property Owner LLC
KS Ybor Gateway East 2 Property Owner LLC
KS Ybor Gateway East 3 Property Owner LLC
KS S&S Craftsmen Property Owner LLC
KS Gateway Property Owner LLC
KS Gas Worx Property Owner LLC
KSM Ybor Phase I Property Owner LLC
KS Ybor Tampa Park 2 Property Owner LLC
KS Tampa Park Property Owner LLC

[END OF EXHIBIT B]

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Tyler J. Hudson, Esq.
Gardner Brewer Hudson, P.A.
400 N. Ashley Drive, Suite 1100
Tampa, Florida 33602

INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS INFRASTRUCTURE IMPROVEMENTS AGREEMENT (the "Agreement") is entered as of the Effective Date (defined below), by and among **KS YBOR MASTER DEVELOPER, LLC**, a Delaware limited liability company ("KS"), **GAS WORX COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, as amended, known as the Uniform Community Development District Act of 1980 ("CDD"), and the **CITY OF TAMPA**, a municipal corporation created under the laws of the State of Florida (the "City"). KS, CDD, and City are each a "Party" and collectively the "Parties."

RECITALS

A. Real property commonly known as Gasworx is more particularly shown and described in Exhibit A attached hereto (the "Gasworx Property") is owned or controlled by KS or through the KS Affiliates (defined as those entities shown and listed as such on Exhibit B attached hereto).

B. KS intends to design, construct, and otherwise undertake in one or more phases ("Phases") certain master infrastructure work (the "Project") in support of a mixed-use development within the Gasworx Property known as Gasworx (the "Development"). A preliminary phasing schedule for the Project is attached hereto as Exhibit C.

C. The Project will involve the completion of certain stormwater, roadway, potable water, wastewater, streetscape and other infrastructure improvements within the City roads and rights-of-way, and upon real property owned by KS or the KS Affiliates, which is further defined below as the Infrastructure Improvements.

D. The City has issued various approvals for the Development that are collectively referred to as the "KS Plan" and which include: (i) a planned development alternative rezoning identified by application number REZ-21-0000114 that included a site plan and design guidelines, and which was adopted pursuant to Ordinance No. 2022-147 (the "Rezoning"); (ii) the right-of-way vacating pursuant to Ordinance No. 2022-146 (the "Vacating"); (iii) the Gas Worx Development Agreement recorded on October 24, 2022 as Instrument No. 2022506522 in the Official Records of Hillsborough County, Florida (the "Development Agreement"); and (iv) the Gas Worx Preliminary Plat identified by application number PPT-23-0000004 and approved by City on August 2, 2023 (the "Preliminary Plat"), which is attached here as Exhibit D-3 and made a part hereof.

E. This Agreement constitutes a condition precedent of the Development Agreement, pursuant to Section 4.1.5 thereof.

F. The Parties intend for this Agreement to memorialize the rights and obligations of the Parties with respect to the construction, maintenance, and operation of Infrastructure Improvements (defined below), along with a commitment to various processes and procedures related to the foregoing, all as more fully set forth herein.

NOW, THEREFORE, the Parties agree as follows.

TERMS

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.

2. **Satisfaction of Conditions Precedent of Development Agreement**.

2.1 Rezoning. The Parties agree that the Rezoning satisfies the condition set forth in Section 4.1.1 of the Development Agreement.

2.2 Vacating. The Parties agree that the Vacating satisfies the condition set forth in Section 4.1.2 of the Development Agreement.

2.3 Preliminary Plat. The Parties agree that the condition set forth in Section 4.1.3 of the Development Agreement is satisfied by the approval of the Preliminary Plat.

2.4 CDD Formation. The Parties agree that the condition set forth in Section 4.1.4 of the Development Agreement is satisfied by Ordinance No. 2024-14 which approved the petition to form the CDD.

2.5 Infrastructure Improvements Agreement. The Parties agree that the condition set forth in Section 4.1.5 of the Development Agreement is satisfied by the Parties' execution of this Agreement.

2.6 CRA Funding Agreement. The Parties acknowledge that, as of the Effective Date, the condition set forth in Section 4.1.6 remains unsatisfied.

3. **Gasworx Infrastructure Improvements**.

3.1 Existing Infrastructure. The Gasworx Property is currently served by various public infrastructure facilities comprising transmission, overhead electric, and distribution facilities, stormwater, wastewater, potable water, and roadways, as more fully described on Exhibit D-1 attached hereto (collectively, the "Existing Infrastructure"), which may be impacted by the Project. The Existing Infrastructure may also serve the Development subject to the terms and conditions of this Agreement, applicable law and regulations. As set forth herein, KS will modify or remove certain items of Existing Infrastructure (the "Existing Infrastructure Improvements").

(a) Easements or Rights of Access. Upon relocation of all private and public utilities, the realignment and reconstruction of all public streets and acceptance thereof by subdivision plat or otherwise, and subject to applicable law (including, without limitation, the requirements contained in Chapter 23 of the Code and Chapter 177, Florida Statutes) and any applicable franchise agreement, the City shall cooperate with KS with respect to the termination or vacation of existing City easements that are no longer used except where the City does not have the capability of terminating or vacating such easements.

(b) Other Infrastructure. Exhibit D-1 depicts several potable water, wastewater, and stormwater facilities located on the Gasworx Property. KS shall either abandon this infrastructure in place or remove the infrastructure at the time of development in accordance with City requirements including the indemnification of the City for any claims arising from such abandoned infrastructure.

(c) Roadways. To the extent necessary for completion of the Project, where KS disturbs roadway facilities, such facilities shall be reconstructed within City ROW, including pavement replacement, gutters, curbs and sidewalks, to the existing condition, subject to any enhanced design requirements set forth in the Rezoning or other approvals. KS and City agree that all City streets within the Project are surfaced with asphalt and, pursuant to Section 22-305(c) of the City of Tampa Code of Ordinances ("Code"), are therefore exempt from the standards set forth in Section 22-305(d) of the Code.

(d) Vacated Right-of-Way and Utility Reservations. The Preliminary Plat, attached hereto as Exhibit D-3, depicts the following vacated rights-of-way with utility reservations in favor of the City, each of which may be released, terminated or modified through Release of Easements to allow redevelopment of the Gasworx Property upon request by KS in connection with the PLN approval for a specific Phase of the Project:

1. Mississippi Avenue, East Third Avenue, and Head Street – Official Records Book 25163, Page 253 (vacated per City Ordinance 2022-146);

2. East Third Avenue – Official Records Book 4011, Page 1934 (vacated per City Ordinance 8079-A);

3. East Fifth Avenue – Official Records Book 15906, Page 773 (vacated per City Ordinance 2005-335) (the water easement shall remain); and

4. Nuccio Parkway – Official Records Book 10010, Page 1272 (vacated per City Ordinance 2000-3).

Any rights-of-way proposed to be vacated shall be vacated in accordance with the procedures set forth in the Code.

3.2 New Infrastructure. In connection with the Project, KS shall construct infrastructure improvements, as depicted and described in Exhibit E (the "New Infrastructure Improvements" and together with the Existing Infrastructure Improvements, the "Infrastructure Improvements").

(a) Right-of-Way Vacatings. KS shall pursue, at its sole cost and expense, the vacating of any City ROW (defined below) that is necessary to complete the Infrastructure Improvements. To the extent that City is the fee simple owner of any City ROW, then City agrees to promptly execute and furnish to KS any documentation or applications that are necessary to complete such vacating of City ROW in accordance with Code and necessary approvals of City any other governmental authority with jurisdiction over the Project.

(b) CSX Rail Crossings. As further depicted and described on Exhibit E, CSX will close certain CSX rail crossings within the Gasworx Property prior to CSX's completion of new crossings which are part of related streetscape improvements on East First Avenue (as shown on the Preliminary Plat) and East Fourth Avenue (the "CSX Work"). KS and City agree that KS will reimburse City for all costs charged by CSX to City that are related directly to the completion of the CSX Work.

3.3 Operation and Maintenance of Infrastructure. KS will operate and maintain all common areas, shared utilities, shared infrastructure not owned or maintained by the City or other facilities developed in the Gasworx Property and affecting more than one Phase, at the sole cost of KS, as more fully described on Exhibit E-1 attached hereto and made a part hereof. KS may assign all operation and maintenance obligations to the CDD, or any property associations or sub-associations created by KS or its affiliates.

3.4 Maintenance of Traffic and Designation of Truck Routes. KS shall provide a Maintenance of Traffic Plan for the Infrastructure Improvements in each Phase, which City must approve prior to the commencement of the appliable Infrastructure Improvements by KS (the "MOT Plans"). The MOT Plans shall require KS to install all signage, signalization, road markings, and traffic control devices through or surrounding the perimeter of the Gasworx Property as required by the City, acting by and through the Transportation and Stormwater Services Department and Development and Growth Management Department, during the time period beginning with any roadway demolition and ending with completion of the reconnection of roadways to the surrounding street grid for that Phase of the Infrastructure Improvements described in the applicable MOT Plan. City and KS acknowledge that existing and future MOT Plans will depict the temporary removal of City ROW parking spaces with City signs ("City ROW Spaces"), and further acknowledge that KS will construct additional City ROW Spaces as part of the Infrastructure Improvements. City and KS hereby agree that, in accordance with Section 15-103(a) of the Code, KS shall pay City an amount equal to $5.00 per City ROW Space per day of temporary removal during the specific Phase of Infrastructure Improvements (the "City ROW Space Fee"). As to each City ROW Space removed, the City ROW Space Fee will accrue: (i) beginning on the date that the City ROW Space is removed, which date shall not precede the Effective Date, and (ii) ending on the date that KS or its designee provides notice to City that the applicable Phase or sub-Phase of Infrastructure Improvements (as shown on the approved PLN) that included the temporary removal

of City ROW Spaces are complete. The City ROW Space Fee will be paid to City within sixty (60) days after the City's acceptance of the applicable Phase of Infrastructure Improvements.

3.5 Performance Security Bonding. In order to secure KS's obligations set forth in this Agreement, KS shall provide a performance security instrument, in the amount of 125% of approved construction costs, for the benefit of the City in a form acceptable to the City to secure (i) completion of the Infrastructure Improvements and (ii) recordation of the final plat for the lands covered by the Preliminary Plat. KS may apply for a final plat in or more phases. Additionally, the performance security instrument may be provided by KS as to specific, discrete phases of Infrastructure Improvements for which the City has issued a PLN, which instrument must be accepted prior to the commencement of the secured Infrastructure Improvements. KS may request that amount of the performance security instrument be reduced incrementally as the Infrastructure Improvements are completed and accepted by City in instances where Infrastructure Improvements are completed in phased increments, which request shall not be unreasonably withheld or denied by the City. City agrees to respond to such security reduction request within thirty (30) days of receipt. Upon completion of secured Infrastructure Improvements and acceptance by City, (i) the performance security instrument shall be released to KS within thirty (30) days of the date of City's acceptance of the Infrastructure Improvements and (ii) KS shall provide City with a defect bond equal to ten percent (10%) of cost of the completed Infrastructure Improvements, which bond shall have a duration of thirteen (13) months.

3.6 Municipal Utilities. KS agrees that it shall replace, reconstruct, install and/or repair all utilities to the extent necessary for the completion of the Project in compliance with Code and all applicable laws, statutes, regulations, technical standards and permitting requirements.

3.7 Non-Municipal Utilities. KS agrees that it shall coordinate with non- municipal utility services providers with respect to: (i) relocating any public utilities, private utilities, roadways, and telecommunications facilities; and (ii) reconnecting the Infrastructure Improvements completed as part of the Project to the surrounding utilities and road system. Such relocations and reconnections shall comply with City plans and specifications and, with regard to the road system, with specifications contained on the approved street grid plans. Such relocations and reconnections shall maintain reasonably uninterrupted service and access.

3.8 Dedications of Right-of-Way. KS shall make such dedications of property to the City for use as public right-of-way necessary for the Infrastructure Improvements, as shown on the Preliminary Plat attached hereto as Exhibit D-3 and made a part hereof. KS agrees to the timely dedication of such property as necessary for compliance with the terms of this Agreement (the "Dedicated Property").

(a) Replat. Upon completion of the Infrastructure Improvements, KS will submit a final plat of one or more blocks or Phases of the Project to show the reconfigured street network, new infrastructure, and parcels. KS may also submit final plat applications for one or more blocks of the Project of the Project prior to completion of the Infrastructure Improvements as needed to develop the Project in accordance with the KS Plan. The City agrees to cooperate as a joint owner of property where necessary to file applications to replat and if such replat is acceptable to the City and the affected City departments.

(b) Agreement to Cooperate if Corrections or Modifications Needed. The City and KS agree to execute modifications to any Project plat (if allowed by Code) or corrective deeds as may be required in the event corrections are necessary because Infrastructure Improvements permitted and approved by City are installed or located outside the Dedicated Property that has been dedicated or conveyed to the City.

(c) Acceptance of Dedicated Property by the City. Upon completion of the Infrastructure Improvements or any phase thereof, the Dedicated Property shall be accepted by the City. It is understood that the City shall not be required to accept the Dedicated Property, or any phase thereof, until such time as the City has inspected the Dedicated Property, determined that the improvements have been constructed in accordance with approved plans and all applicable laws, rules, regulations, and governmental permits, including, without limitation,

the City's Transportation Standards, City's Stormwater Technical Standards Manual, and as-builts submitted and approved by the City.

(d) KS Liable Until Acceptance by the City; Indemnification and Hold Harmless. KS shall be responsible for dedicating or conveying any Dedicated Property in accordance with the requirements of this Agreement. Until such time as the Dedicated Property has been dedicated to and accepted by the City, KS shall be deemed the owner of the Dedicated Property; and all risk of loss and liability in connection with the Dedicated Property and the construction of any Infrastructure Improvements thereon shall be borne solely by KS. KS hereby agrees to indemnify and hold harmless the City from and against any and all losses, claims, suits, damages, liability, liens for material or labor, costs or expenses of any nature whatsoever, including, without limitation, attorney's fees or costs (whether at trial or on appeal) arising out of ownership and/or use of the Dedicated Property prior to dedication and acceptance by the City.

4. City Responsibilities.

4.1 Relocation Cooperation. Subject to applicable law and existing franchise agreements, the City shall cooperate with KS with respect to utility facility relocations; provided, however, City is not obligated to agree to the relocation of any utility facilities if not acceptable to the affected City department.

4.2 CSX Assistance. The Parties acknowledge that the completion of certain Infrastructure Improvements, including the CSX Work, requires coordination with and the consent of CSX Corporation and its affiliates ("CSX"), along with other government entities with jurisdiction over the Project and Development. City agrees to diligently assist KS with CSX coordination and consent efforts, promptly file any necessary applications as a joint-owner, and process any other documentation reasonably requested by such other governmental entities required for KS to complete the Infrastructure Improvements.

4.3 Maintenance Easements. The City will provide any necessary easements or use agreements to allow KS to maintain any City property which KS is obligated to maintain pursuant to the terms of this Agreement.

4.4 Project Security. To the extent permitted by law, allow KS to provide security for the Gasworx Property during the construction and development of the Infrastructure Improvements by fencing and the provision of temporary offices and related structures, construction trailers, and security trailers to allow onsite security on an up to 24 hour basis; provided, however, public and private utility and emergency service providers (including, without limitation, the City) shall be allowed access in, to and through the Gasworx Property at all times necessary in connection with the maintenance and provision of utility and general municipal services to areas in the vicinity of the Gasworx Property. In addition, such security provided by KS shall not prohibit or impede access (vehicular or pedestrian) to any privately owned property located in or near the Gasworx Property without such private owner's consent. Such fencing and other structures shall not impede the flow of vehicular traffic through City rights of way unless approved in connection with an MOT Plan.

4.5 Consents and Approvals. To the extent any aspect of the permitting, design, or construction of the Infrastructure Improvements requires the consent of any state, county, or other governmental authority or agency, or any privately owned utility, the City will, where feasible, cooperate with KS in seeking such consents.

4.6 Maintenance Notices to KS. Except in the case of emergency, in the event that the City is required to, or elects to, disturb any portion of the Infrastructure Improvements for the purposes of any maintenance, repair, and/or replacement of existing or new City or public utilities or permitted facilities, whether roadway, stormwater, water, wastewater, trail, or other similar utilities or facilities, the City shall use best efforts to provide advance notice of at least ninety (90) days to KS and CDD regarding scheduling and the scope of such disturbance. KS acknowledges the City shall have the right to make such repair, replacement or other corrections in a manner consistent with minimum City of Tampa standards for public right-of-way, provided that City shall be financially responsible for repairing any damage to Infrastructure Improvements caused thereby.

4.7 Fee Credits. The completion of the Infrastructure Improvements will create new and enhance existing public facilities for the City. Accordingly, City and KS agree that the completion of the Infrastructure Improvements may make KS eligible for credits against or waivers from certain infrastructure impact, connection and related fees in accordance with the City Code and applicable state laws. KS shall have the right to apply for impact fee credits for any qualifying improvements so long as such credits are not prohibited under the City Code. Any reference herein to impact fee credits does not amount to an impact fee credit agreement nor does such reference waive the requirement to comply with the application requirements in the Code.

4.8 Contact Person. City agrees, at all times during the term of this Agreement, to designate a 'point person' within the City to coordinate the various City departments to facilitate construction of the Infrastructure Improvements. The Parties agree that, as of the Effective Date, the 'point person' for non-legal matters is the Deputy Administrator for Development and Economic Opportunity (currently Abbye Feeley) and the 'point person' for legal matters is the Assistant City Attorney which handles Development Agreements (currently Rebecca Johns). City contacts may be changed at any time by City by providing notice to KS, and the "point person" may designate additional contacts to handle specific matters by providing notice to KS.

5. **Process and Procedure.**

5.1 IRW. Incremental site plan ("IRW") applications may not be filed until KS files an infrastructure permit ("PLN") for the related Phase of development covered by the applicable IRW application.

5.2 Permits.

(a) PLN Permits. KS may not commence construction of any portion of Infrastructure Improvements until City has issued PLN approval and ROW approval, if required, for the applicable component of Infrastructure Improvements.

(b) Permit Cooperation. KS acknowledges and agrees to obtain any and comply with all permits necessary to construct, maintain and repair the any improvements constructed by KS. The City shall cooperate with KS in connection with said permits including, without limitation, timely executing applications for any required permits if necessary, and making changes to this Agreement as may be reasonably required by other governmental agencies issuing the required permits.

(c) Prior Subdivision Approval. City will not condition the issuance of any IRW or site, foundation, building or demolition permits for the Infrastructure Improvements on the filing of a final plat if such IRW or permit covers parcels that are shown on the Preliminary Plat provided that such Phases are depicted in the IRW or permit in a manner that is substantially similar to the depiction in the Preliminary Plat. For the avoidance of doubt, KS and City agree that no IRW or permit for any of Parcels C-2, C-3 or C-4 (as depicted on the Preliminary Plat) shall be issued until a final plat is filed for such parcel. City and KS agree that final plats may be filed for parcels shown on the Preliminary Plat on a per-parcel or multi-parcel basis.

(d) Substantial Completion of Infrastructure Improvements. City will not withhold acceptance of any component of the Infrastructure Improvements, or delay or condition any Development permit or approval, if the applicable component of Infrastructure Improvements is Substantially Complete. As used in this Agreement, "Substantially Complete" means that that the component of Infrastructure Improvements is sufficiently complete to be operational and in accordance with the City-approved permits, technical standards, and, as certified by the Project engineer-of-record (the "Substantial Completion Certification"), does not have a material and adverse effect on the Development or the surrounding area that is being served by the subject infrastructure facilities. The Substantial Completion Certification shall be issued in writing by the Project engineer-of-record, and shall set forth the date of Substantial Completion, a list of any incomplete work items (the "Punchlist Items"), the estimated cost thereof, and the responsibilities of each party for the completion thereof. The applicable City department shall then determine whether such improvement is Substantially Complete. In connection with accepting Infrastructure Improvements that

are Substantially Complete, City may request that KS furnish a bond to secure the performance of the Punchlist Items, in amount equal to one hundred twenty-five percent (125%) thereof, which bond shall be released to KS within thirty (30) days of the date on which the Project engineer-of-record certifies to City that the Punchlist Items have been completed.

(e) Warranty. Prior to, and as a specific condition of acceptance of all or any of the Infrastructure Improvements KS, shall provide the City with a warranty regarding the applicable Infrastructure Improvements, together with any other security as may be required in connection with the warranty of said improvements pursuant to Applicable Law. The warranty shall be in a form and content acceptable to the City and shall at a minimum provide that (i) all materials used are new and of good quality, free from defect; (ii) KS warrants the construction and operation of the Infrastructure Improvements for twelve (12) months from their acceptance by the City and (iii) KS shall repair any defects in the Infrastructure Improvements discovered by the City provided that such defects were not caused by the City's negligence.

6. **Insurance**. As long as any of the Infrastructure Improvements remain on City Property, KS or its respective successors and assigns shall provide, pay for and maintain applicable insurance coverages in accordance with the provisions of the City of Tampa Insurance Requirements set forth on Exhibit F.

7. **Hold Harmless and Indemnity**. KS hereby assumes all risks incident to the construction and maintenance of the Infrastructure Improvements. KS releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character caused by or resulting from, directly or indirectly, in whole or in part, the maintenance, repair, construction, reconstruction, operation, use or existence of the Infrastructure Improvements, or by KS's entry onto any City property in connection with this Agreement, or by any violation by any party of this Agreement, any representation, warranty or obligation made in this Agreement (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent or willful acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity. KS further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend any such Claims at its sole cost and expense through counsel approved in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Owner shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of KS's insurance coverage.

The Parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

The obligation of KS under this Agreement is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of KS, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Owner. Owner's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Agreement.

KS agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of KS in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Ks's actions. In reviewing, approving or rejecting any submissions by KS or other acts of KS, the City in no way assumes or shares any responsibility or liability of KS or any tier of subcontractor/subconsultant/supplier, under this Agreement.

In the event the law is construed to require a specific consideration for such indemnification, KS agrees that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by KS.

8. **Estoppel Statements**. No more than once a year except in the case of a financial closing related to the Development, within thirty (30) days following request from a Party hereto, the other Party shall deliver a statement executed and acknowledged by such other Party, in form reasonably satisfactory to the requesting Party, stating to the best of such other Party's knowledge whether either Party hereto is in default hereunder and such other information as the requesting Party may reasonably request. The failure of the City or KS to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

9. **Notice**. All notices, demands, requests for approvals, reports, or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or facsimile, or electronic mail or by courier service, or by hand delivery to the office of each party indicated below, with evidence of delivery of the same, and addressed as follows:

For the City:	City of Tampa Attn: Economic Development Administrator 315 E. Kennedy Blvd. Tampa, Florida 33602 Email: abbye.feeley@tampagov.net
With a copy to:	City of Tampa Attn: City Attorney 315 E. Kennedy Blvd. Tampa, Florida 33602 Email: andrea.zelman@tampagov.net
For KS:	KS Ybor Master Developer LLC Attn: Graham Tyrrell 8255 Greensboro Drive, Suite 200 McLean, Virginia 22102 Email: gtyrrell@kettler.com

With a copy to:	Kettler Inc. Attn: Sean H. Curtin, Esquire 8255 Greensboro Drive, Suite 200 McLean, Virginia 22102 Email: scurtin@kettler.com
And a copy to:	Gardner Brewer Hudson, P.A. Attn: Tyler J. Hudson, Esquire 400 N. Ashley Drive, Suite 1100 Tampa, Florida 33602 E-mail: thudson@gardnerbrewer.com
For CDD:	Gas Worx Community Development District Attn: District Administrator 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607
With a copy to:	Gas Worx Community Development District Attn: District Counsel 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607

10. **Effective Date**. This Agreement shall be effective on the last date of execution by the Parties.

11. **Default by KS**. If KS fails to comply with its obligations under this Agreement, City shall provide a default notice to KS which sets forth the nature of the default, the section of the Agreement that has been breached, and the action required to cure such default. Upon receipt of the default notice, KS shall have ninety (90) days to cure the default, provided that if such default cannot reasonably be cured within such ninety (90) day period, KS shall not be in default under this Agreement if KS begins to cure the default within such ninety (90) day period and diligently pursue completion within a reasonable time thereafter. If KS fails to timely cure the default (beyond the applicable notice and cure period set forth above), then, in addition to seeking remedies available under law or in equity, including specific performance, the City shall have the remedy of self- help and have the ability to draw in full on the surety provided by KS. If the City draws on the surety, KS shall only be released from its obligations pursuant to this Agreement if the surety amount equals or exceeds the total costs incurred by the City to complete the Infrastructure Improvements that are described in the applicable default notice. If the City draws on the surety and the surety amount is less than the amount paid or incurred by the City to complete the complete the Infrastructure Improvements that are described in the applicable default notice, then KS shall be responsible to reimburse the City for any and all additional costs paid or incurred by the City in excess of the surety amount in completing the Infrastructure Improvements that are described in the applicable default notice, within ninety one hundred twenty (120) days of demand by City. In the event of an emergency or imminent threat to the safety of the public, City may provide notice to KS and City may immediately pursue its self-help remedies and have the ability to draw in full on the surety as set forth above.

12. **Intentionally Deleted.**

13. **Intentionally Deleted**.

14. **Entire Agreement**. This Agreement represents the entire agreement between the Parties and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters specifically set forth herein. In the event of a conflict between this Agreement and the Development Agreement, the terms of this Agreement prevail.

15. **Exhibits**. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

16. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives. Neither party may assign this Agreement without the consent of the other party, except KS may assign its rights and obligations under this Agreement to CDD or an affiliate of KS.

17. **Severability**. If a court of competent jurisdiction holds any item or provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **Governing Law**. This Agreement shall be governed by the laws of the State of Florida. Any legal action instituted in connection herewith shall be maintained in the Circuit Court for Hillsborough County, Florida.

19. **Time**. Time is of the essence for each paragraph in which a time period is referenced in this Agreement.

20. **Recording**. When fully executed, this Agreement shall be recorded by KS in the Public Records of Hillsborough County, Florida.

21. **Amendment**. This Agreement may only be amended with the written consent of all of the Parties hereto. Every amendment shall be recorded in the Public Records of Hillsborough County, Florida.

22. **Periodic Review**. Per Section 163.3235, Florida Statutes, the City shall review the development of the Development at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

23. **Counterparts**. This Agreement may be signed in counterparts and the Parties agree to accept copies of the fully executed Agreement as originals.

24. **Joint Preparation**. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.

25. **Authorization**. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein. A signature transmitted by facsimile or as a pdf copy to electronic mail shall be treated as original for all purposes.

26. **Developer Affiliates**. Whenever in this Agreement KS shall agree or shall be obligated to perform certain work and obligations, KS, at its option, may cause any such work or obligations to be performed by the affiliates, contractors, representatives or agents of itself, KS Affiliates, the CDD, and any association or sub-association created by an affiliate thereof.

27. **Compliance Affidavit**. Pursuant to Ch. 2024-184, Laws of Florida, simultaneously with execution of this Agreement by Seller, Seller shall provide Purchaser with an affidavit, in the form attached hereto as Exhibit G signed by an officer or a representative of Seller under penalty of perjury attesting that the Seller does not use coercion for labor or services as defined in Ch. 2024-184, Laws of Florida.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT]

CITY OF TAMPA, a municipal corporation organized and existing under the laws of the State of Florida

By: Jane Castor

Jane Castor, Mayor

Date Signed: 1/26/25

ATTEST:

By: Shirley Foxx-Knowles

Shirley Foxx-Knowles, City Clerk

APPROVED AS TO FORM:

By: Rebecca Johns

Rebecca Johns, Attorney, City Attorney

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 26th day of January, 2025, by Jane Castor, as Mayor of the City of Tampa, who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Conchi I Tilton
My Commission HH 148860
Expires 09/06/2025

(Notary Seal)

Conchi I Tilton
Notary Public – (Signature)
Print Name: Conchi I. Tilton
My Commission Expires: 9/6/25

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT]

GASWORX COMMUNITY DEVELOPMENT DISTRICT

By: _____

Darryl Shaw, Chairman

Date Signed: January 14, 2025

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical appearance or ☐ online notarization, this 14th day of January, 2025, by Darryl Shaw, as Chairman of Gasworx community dev district Delaware ("LLC"), on behalf of himself, who is personally known to me or has produced _____ as identification.

Laura K Vince
Notary Public -- (Signature)
Print Name: Laura K Vince
My Commission Expires: 1/10/2026

LAURA K. VINCE
Notary Public State of Florida
Commission # HH 215198
My Commission Expires
January 10, 2026
[Notary Seal]

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT]

KS YBOR MASTER DEVELOPER, LLC,
a Delaware limited liability company

By: _____
Darryl Shaw, Authorized Person

Date Signed: January 11, 2025

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical appearance or ☐ online notarization, this 11th day of January, 2025, by Darryl Shaw, as Authorized Person of KS Ybor Master Dev LLC, a Delaware limited liability company ("LLC"), on behalf of Darryl Shaw, who is personally known to me or has produced _____ as identification.

Laura K. Vince
Notary Public – (Signature)
Print Name: Laura K. Vince
My Commission Expires: 1/10/2026

LAURA K. VINCE
Notary Public-State of Florida
Commission # HH 215198
My Commission Expires
January 10, 2026
Seal

[END OF SIGNATURE PAGES; EXHIBITS FOLLOW ON NEXT PAGE]

EXHIBIT LIST

EXHIBIT A	Legal Description of Gasworx Property
EXHIBIT B	List of KS Affiliates
EXHIBIT C	Preliminary Phasing Schedule
EXHIBIT D-1	Gasworx – Existing Infrastructure
EXHIBIT D-3	Gasworx – Preliminary Plat
EXHIBIT E	Gasworx - New Infrastructure Improvements
EXHIBIT E-1	Gasworx - Infrastructure Ownership & Maintenance
EXHIBIT F	Required Insurance
EXHIBIT G	Compliance Affidavit

EXHIBIT A

LEGAL DESCRIPTION OF GASWORX PROPERTY

[SEE ATTACHED]

EXHIBIT A-1

LEGAL DESCRIPTION OF GAS WORX PROPERTY

PHASE I PROPERTY

Lots 10, 11 and 12, MARYLAND AVENUE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 41, Pages 71-1 thru 71-3, of the Public Records of Hillsborough County, Florida, TOGETHER WITH the South 1/2 of LILY WHITE COURT (Estelle Street per Plat), now VACATED per City of Tampa Ordinance No. 4364-A.

PHASE II PROPERTY

PART I

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, as recorded in Plat Book 1, Page 10, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 24, as recorded in Plat Book 12, Page 27, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 25, as recorded in Plat Book 11, Page 86, also being a portion of ESTUARY SUBDIVISION No. 1, as recorded in Plat Book 11, Page 15, also being a portion of K & W SUBDIVISION, as recorded in Plat Book 16, Page 4, ALL of the Public Records of Hillsborough County, Florida, also being a portion of ALL alleys as shown on the aforesaid plats, also being a portion of the rights-of-way for E. 2nd AVENUE (Louisiana Avenue per plat), E. 3rd AVENUE (Alabama Avenue per plat), E. 4th AVENUE (Tennessee Avenue per plat), MISSISSIPPI AVENUE, N. 12th STREET, PEARL STREET, CHANNELSIDE DRIVE (Elizabeth Street per plat), and N. 14th STREET (Missouri Street per plat), and also being a portion of Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 18, run thence along the East boundary of said Southwest 1/4 of Section 18, S.00°15'10"W., a distance of 490.21 feet; thence N.89°44'50"W., a distance of 27.09 feet to the Southeast corner of Lot 14, Block 37, of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, according to the plat thereof, as recorded in Plat Book 1, Page 10, of the Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along the intersection right-of-way for the aforesaid E. 4th AVENUE, S.00°40'31"W., a distance of 58.74 feet, to the Northeast corner of Lot 1, Block 38, of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 38, S.00°37'26"W., a distance of 200.03 feet, to the Southeast corner of Lot 10, said Block 38; thence along the intersection right-of-way for the aforesaid E. 3rd AVENUE, S.00°48'02"W., a distance of 59.90 feet, to the Northeast corner of Lot 1, Block 39, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 39, S.00°21'14"W., a distance of 200.04 feet, to the Southeast corner of Lot 10, said Block 39; thence along the intersection right-of-way for the aforesaid E. 2nd AVENUE, S.00°15'11"W., a distance of 59.86 feet, to the Northeast corner of Lot 1, Block 40, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along

the East boundary of said Block 40, and the Southerly extension thereof, S.00°03'44"W., a distance of 250.09 feet, to a point on the North right-of-way line of ADAMO DRIVE (State Road No. 60); thence along said North right-of-way line, N.89°40'40"W., a distance of 752.38 feet; thence along the intersection right-of-way for the aforesaid CHANNELSIDE DRIVE, S.86°51'27"W., a distance of 100.44 feet; thence N.89°41'30"W., a distance of 108.41 feet; thence S.00°18'30"W., a distance of 113.99 feet, to a point on a curve, said point also being the Northeast corner of Lot 1, Block 1, of the aforesaid ESTUARY SUBDIVISION No. 1; thence along the Easterly boundary of said Block 1, Southerly, 161.24 feet along the arc of a non-tangent curve to the left having a radius of 440.77 feet and a central angle of 20°57'34" (chord bearing S.18°18'37"W., 160.34 feet) to a point on the Northerly Limited Access Right-of-way Line of LEE ROY SELMON CROSSTOWN EXPRESSWAY, Project No. 10002-2520-035, as recorded in Official Records Book 3613, Page 894, of the Public Records of Hillsborough County, Florida; thence along said Northerly Limited Access Right-of-way Line, the following three (3) courses: 1) S.67°57'01"W., a distance of 166.87 feet; 2) S.64°58'22"W., a distance of 55.89 feet; 3) S.62°23'34"W., a distance of 332.04 feet; thence N.00°27'05"E., a distance of 164.17 feet, to a point on the Westerly boundary of Block 2, of the aforesaid K & W SUBDIVISION; thence along said Westerly boundary, N.38°17'18"E., a distance of 127.55 feet; thence N.07°44'28"W., a distance of 127.74 feet, to a point on the Westerly boundary of the aforesaid Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507; thence along said Westerly boundary, the following two (2) courses: 1) N.26°10'34"W., a distance of 59.93 feet; 2) N.64°08'16"E., a distance of 22.96 feet; thence N.51°34'50"W., a distance of 155.13 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37); thence along said Southeasterly boundary, the following six (6) courses: 1) N.39°39'08"E., a distance of 101.29 feet; 2) S.51°52'51"E., a distance of 15.78 feet; 3) N.41°04'32"E., a distance of 452.31 feet; 4) N.39°21'23"E., a distance of 180.75 feet; 5) Northeasterly, 372.69 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 12°06'28" (chord bearing N.45°25'33"E., 372.00 feet); 6) Northeasterly, 506.66 feet along the arc of a non-tangent curve to the right having a radius of 1569.65 feet and a central angle of 18°29'39" (chord bearing N.57°34'40"E., 504.46 feet), to a point on the East boundary of Block 27, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along said East boundary, and the Southerly extension thereof, S.00°24'07"W., a distance of 92.09 feet, to the Northeast corner of Lot 1, Block 26, of said LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the Intersection right-of-way for E. 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, S.89°40'15"E., a distance of 49.87 feet, to a point on the East right-of-way line of the aforesaid N.14th STREET; thence along said East right-of-way line, S.00°18'10"W., a distance of 200.36 feet, to a point on the North right-of-way line of the aforesaid E. 4th AVENUE; thence along said North right-of-way line, S.89°29'54"E., a distance of 353.63 feet to the POINT OF BEGINNING.

Containing 29.649 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

PART II

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of MARYLAND AVENUE SUBDIVISION, as recorded in Plat Book 41, Page 71, both of the Public Records of Hillsborough County, Florida, also being a portion of ALL alleys as shown on the aforesaid plats, and also being a portion of the rights-of-way for NICK NUCCIO PARKWAY, EAST SCOTT DRIVE, and LILLY WHITE COURT (Estelle Street per plat), Vacated per City of Tampa Ordinance 4364-A (Utility Easement retained), as recorded in Official Records Book 1861, Page 789, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 18, run thence along the North boundary of said Southwest 1/4 of Section 18, N.89°37'31"W., a distance of 1183.09 feet; thence S.00°22'29"W., a distance of 68.46 feet to a point on the Easterly right-of-way line of the aforesaid NICK NUCCIO PARKWAY, said point also being the POINT OF BEGINNING; thence along said Easterly right-of-way line, S.00°20'37"W., a distance of 221.15 feet; thence along the North boundary of Block 19, and the Westerly extension thereof, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, N.90°00'00"E., a distance of 348.62 feet, to the Northeast corner of Lot 1, of said Block 19; thence along the East boundary of said Block 19, S.00°22'25"W., a distance of 35.96 feet, to a point on a curve on the Northwesterly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37; thence along said Northwesterly boundary, a portion of which being the Southeasterly right-of-way line of the aforesaid NICK NUCCIO PARKWAY, the following four (4) courses: 1) Southwesterly, 110.24 feet along the arc of a non-tangent curve to the left having a radius of 1669.65 feet and a central angle of 03°46'59" (chord bearing S.50°19'00"W., 110.22 feet); 2) Southwesterly, 391.08 feet along the arc of a non-tangent curve to the left having a radius of 1863.65 feet and a central angle of 12°01'24" (chord bearing S.45°23'02"W., 390.36 feet); 3) S.39°21'23"W., a distance of 179.28 feet; 4) S.41°04'32"W., a distance of 1341.95 feet; thence N.48°55'28"W., a distance of 210.58 feet, to a point on the Southerly boundary of Lot 5, of the aforesaid MARYLAND AVENUE SUBDIVISION; thence along said Southerly boundary, S.74°14'27"W., a distance of 40.15 feet, to a point on the East right-of-way line of MARYLAND AVENUE, as shown on said plat of MARYLAND AVENUE SUBDIVISION; thence along said East right-of-way line, the following two (2) courses: 1) N.00°26'34"E., a distance of 26.07 feet, to the Southwesterly corner of Lot 8, of said MARYLAND AVENUE SUBDIVISION; 2) N.00°22'11"E., a distance of 462.28 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°22'11"E., 35.36 feet) to a point on the Easterly right-of-way line of SCOTT STREET, as shown on said plat of MARYLAND AVENUE SUBDIVISION; thence along said Easterly right-of-way line, the following four (4) courses: 1) S.89°37'49"E., a distance of 45.87 feet; 2) Easterly, 145.96 feet along the arc of a tangent curve to the left having a radius of 230.00 feet and a central angle of 36°21'40" (chord bearing N.72°11'21"E., 143.53 feet); 3) N.54°00'31"E., a distance of 239.74 feet; thence Northeasterly, 622.59 feet along the arc of a tangent curve to the left having a radius of 597.96 feet and a central angle of 59°39'20" (chord bearing N.24°10'51"E., 594.84 feet); 4) N.05°38'49"W., a distance of 394.77 feet, to a point on the centerline of the aforesaid LILLY WHITE COURT; thence along said centerline, S.89°38'09"E., a distance of 301.31 feet; thence Southerly, 5.43 feet along the arc of a non-tangent curve to the

right having a radius of 50.00 feet and a central angle of 06°13'14" (chord bearing S.03°28'28"W., 5.43 feet), to a point on the North boundary of Lot 12, of the aforesaid MARYLAND AVENUE SUBDIVISION; thence along said North boundary, and the Easterly extension thereof, S.89°43'50"E., a distance of 297.81 feet, to the POINT OF BEGINNING.

Containing 22.275 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for SCOTT DRIVE, as shown on the plat MARYLAND AVENUE SUBDIVISION, as recorded in Plat Book 41, Page 71, of the Public Records of Hillsborough County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for NUCCIO PARKWAY, lying adjacent to and East of Lots 4 and 5, of MARYLAND AVENUE SUBDIVISION, as recorded in Plat Book 41, Page 71, of the Public Records of Hillsborough County, Florida, and lying West of and adjacent to the Northerly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for NORTH 14th STREET (Missouri Street per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the North right-of-way line of ADAMO DRIVE and the South right-of-way line of EAST 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for CHANNELSIDE DRIVE (Elizabeth Street per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the North right-of-way line of ADAMO DRIVE and the Southerly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for EAST 4th AVENUE, (Arkansas Avenue per plat) as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the Southeasterly boundary of C.S.X. TRANSPORTATION, Inc., Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37, and the West right-of-way line of NORTH

15th STREET (California Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for EAST 3rd AVENUE, (Alabama Avenue per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the East right-of-way line of NORTH 14th STREET (Missouri Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, and the West right-of-way line of NORTH 15th STREET (California Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for EAST 2nd AVENUE (Lousiana Street per plat), as shown on the plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, lying between the East right-of-way line of CHANNELSIDE DRIVE (Elizabeth Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, and the West right-of-way line of NORTH 15th STREET (California Street per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for NORTH 12th STREET, lying East of, and adjacent to K & W SUBDIVISION, according to the plat thereof as recorded in Plat Book 16, Page 4, of the Public Records of Hillsborough County, Florida, and lying West of and adjacent to ESTUARY SUBDIVISION No. 1, as recorded in Plat Book 11, Page 15, of the Public Records of Hillsborough County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of the right-of-way for MERIDIAN AVENUE, as shown on the plat of K & W SUBDIVISION, as recorded in Plat Book 16, Page 4, and the plat of ESTUARY SUBDIVISION No. 1, as recorded in Plat Book 11, Page 15, both of the Public Records of Hillsborough County, Florida, lying East of the Northwesterly corner of Lot 1, Block 2, of said plat of K & W SUBDIVISION, and lying West of the Northeast corner of Lot 1, Block 2, of the aforesaid plat of ESTUARY SUBDIVISION No. 1.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: A portion of that parcel described in Official Records Book 7243, Page 1492, (in use as public right-of-way), of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the intersection of the South boundary of said Block 20 and the West right-of-way line of CHANNELSIDE DRIVE (ELIZIBETH STREET per plat of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA), thence along said South boundary of Block 20, N.89°39'49"W., a distance of 250.31 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, (per Right-of-way and Track Map, Station 46251+37 to 46504+37), also being the Westerly boundary of the aforesaid parcel described in Official Records Book 7243, Page 1492; thence along said Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, and said Easterly boundary of said parcel described in Official Records Book 7243, Page 1492, the following two (2) courses: 1) N.39°21'23"E., a distance of 21.70 feet; 2) Northeasterly, 251.98 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 08°11'10" (chord bearing N.43°27'54"E., 251.76 feet), to a point on the North boundary of the aforesaid parcel described in Official Records Book 7243, Page 1492; thence along said North boundary, S.89°42'13"E., a distance of 64.10 feet, to the Northeast corner thereof; thence along the East boundary of said parcel described in Official Records Book 7243, Page 1492, S.00°12'49"W., a distance of 200.65 feet, to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: Lots 5, 10, 11 and 12, MARYLAND AVENUE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 41, Pages 71-1 thru 71-3, of the Public Records of Hillsborough County, Florida, TOGETHER WITH the South 1/2 of LILY WHITE COURT (Estelle Street per Plat), now VACATED per City of Tampa Ordinance No. 4364-A.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 39, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; LESS the East 30 feet of Lots 2 and 9;
TOGETHER WITH that certain alley lying between Lot 2, less the East 30 feet thereof and Lots 3, 4, and 5 on the North and Lots 6, 7, 8 and 9, less the East 30 feet of Lot 9, on the South, which alley runs East and West through Block 39 of said subdivision.

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 4, 5, 6 and 7, and ALL of the Closed Alley lying between Lots 4, 5, 6 and 7, Block 38, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

ALTOGETHER containing 26.146 acres, more or less.

EXHIBIT B

LIST OF KS AFFILIATES

Gas Worx, LLC

Ybor Channelside, LLC

Ybor City Holdings QOZB I, LLC

Ybor Jardin, LLC

Ybor Land, LLC

Ybor Pedroso, LLC

Ybor Tropical, LLC

KS Gas Worx Property Owner LLC

KS Tampa Park Property Owner LLC

KSM Ybor Property Owner Phase I LLC

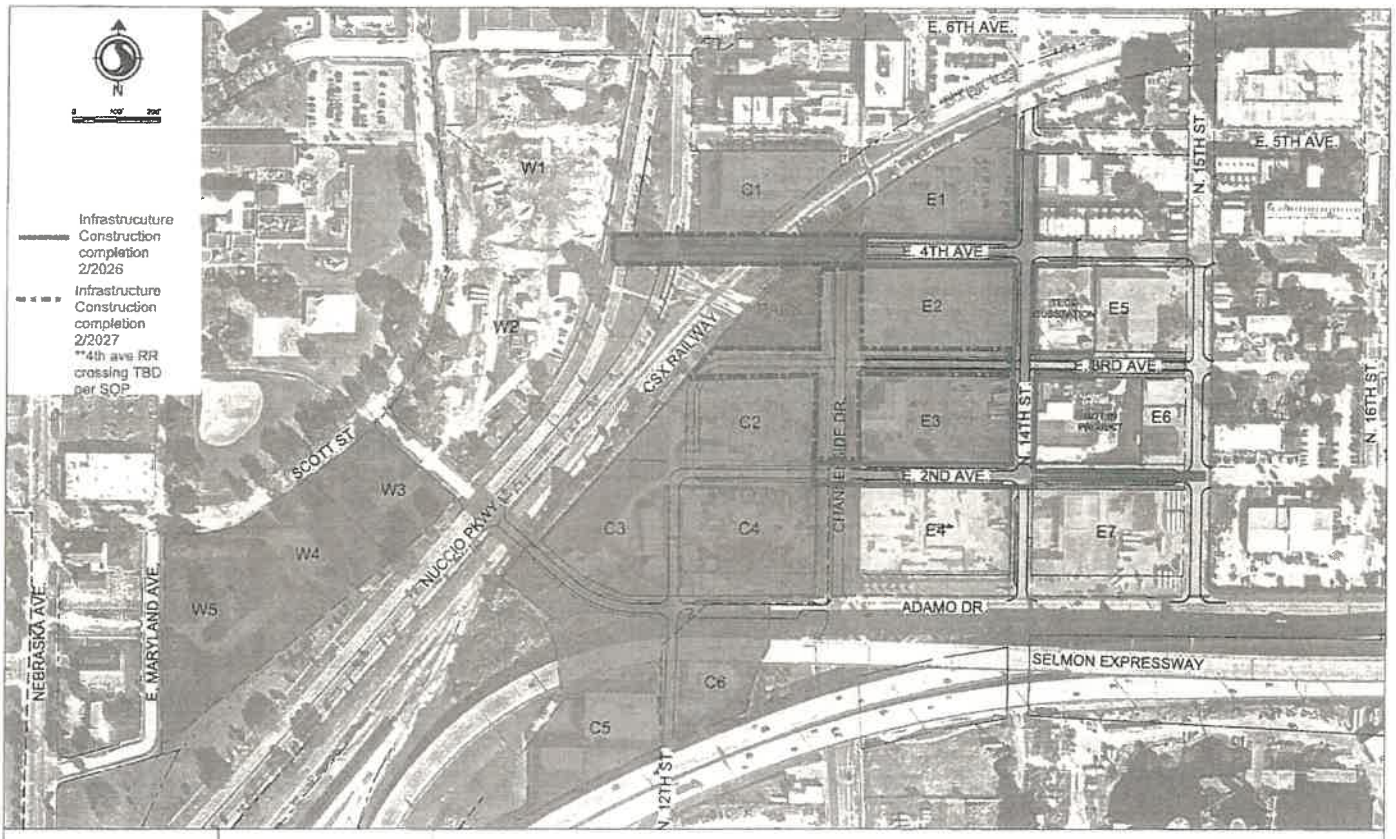
KS New Salem Property Owner LLC

[END OF EXHIBIT B]

EXHIBIT C

PRELIMINARY PHASING SCHEDULE

[SEE ATTACHED]

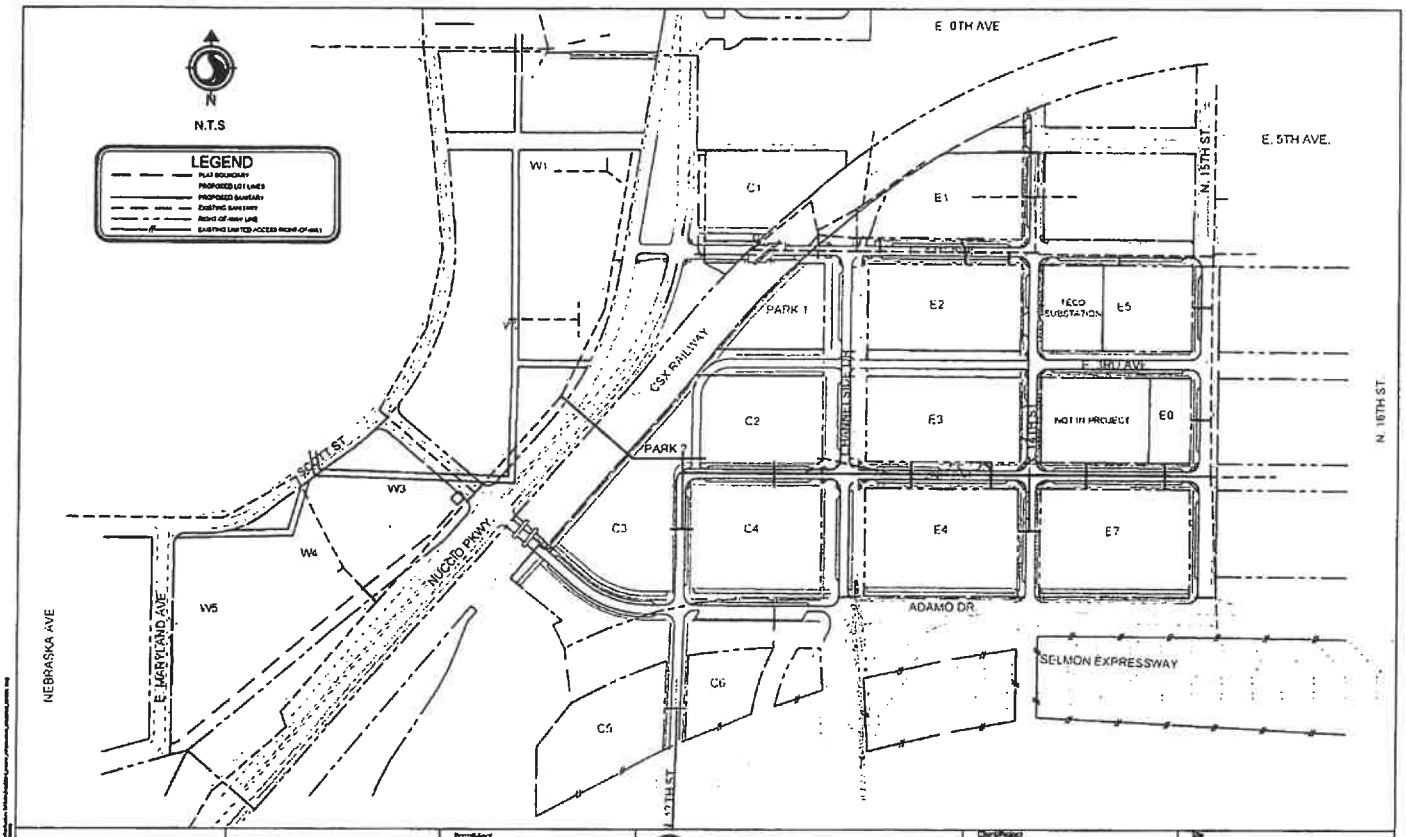


Gas Worx Infrastrucuture Construction Sequencing

RITE SITE CONSULTING, LLC.

EXHIBIT D-1

EXISTING INFRASTRUCTURE

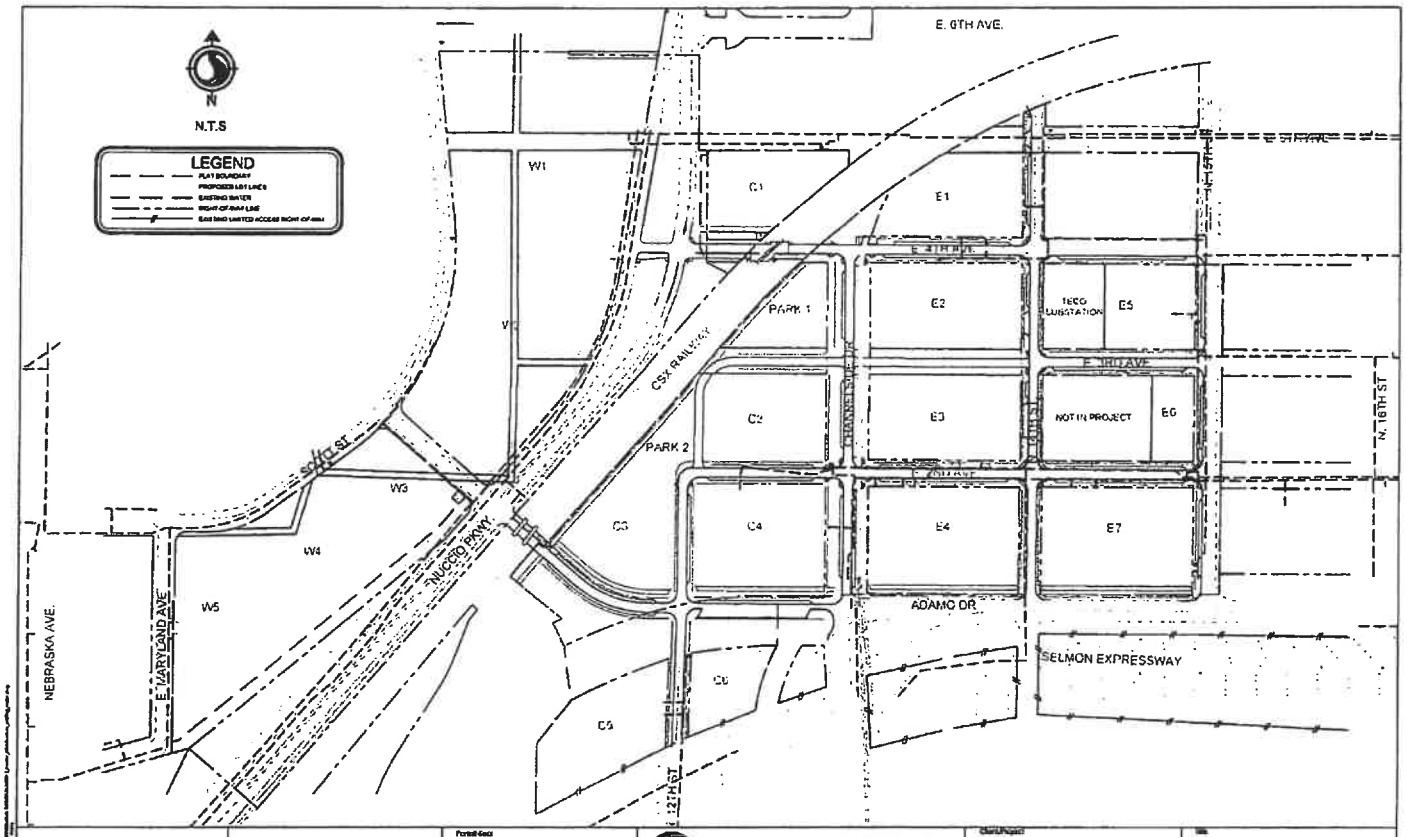


Stantec

Client/Project
KETTLER (53 YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA

Title
EXHIBIT D-1 - PROP. SANITARY

Project No. 215635016
Scale N.T.S.
Drawing No. 1
Revision 0

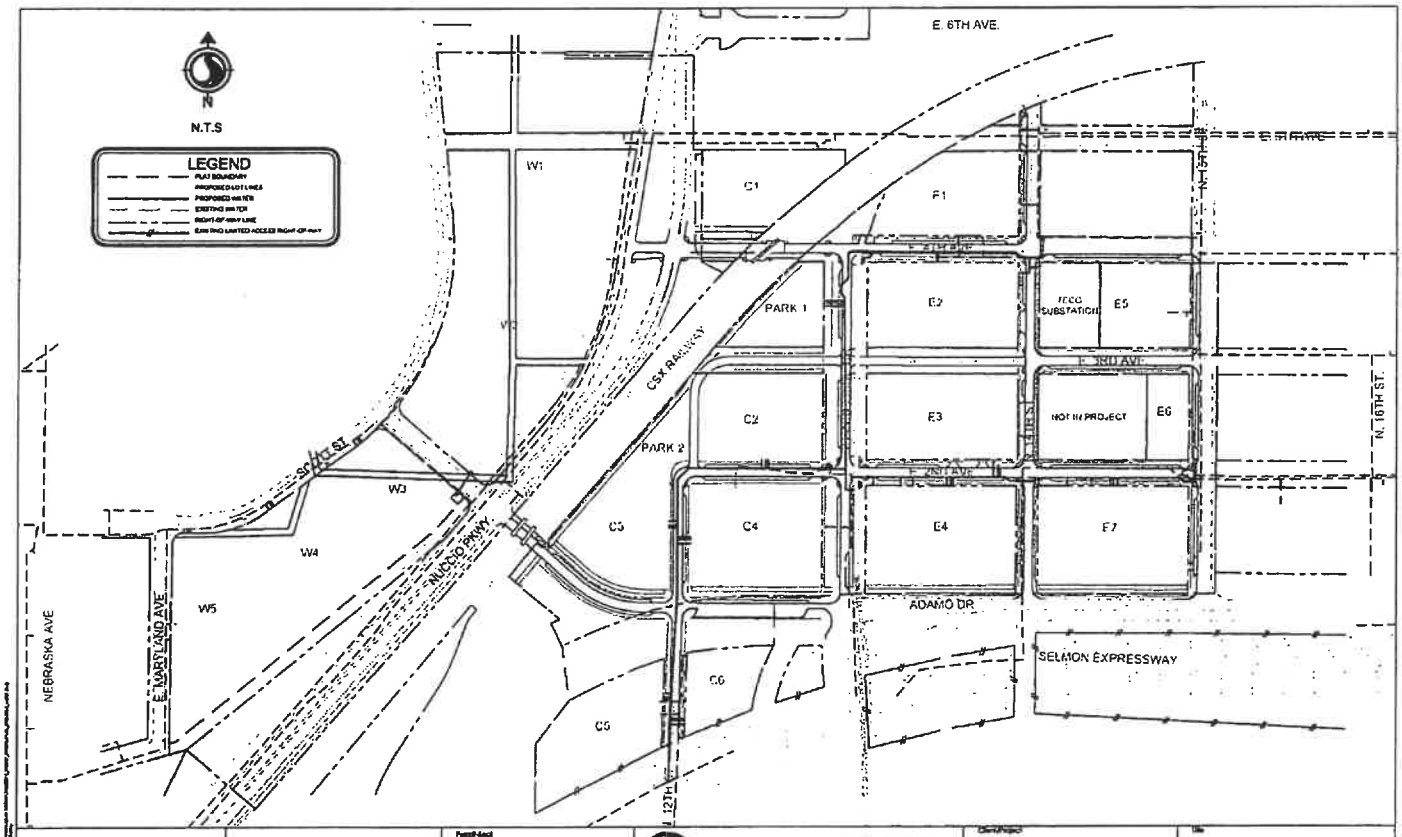


Stantec

Client/Project
KETTLER (CS YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA

EXHIBIT D-1 - EXIST. WATER

Project No. 213455014
Scale N.T.S.
Drawing No. 1
Revision 0

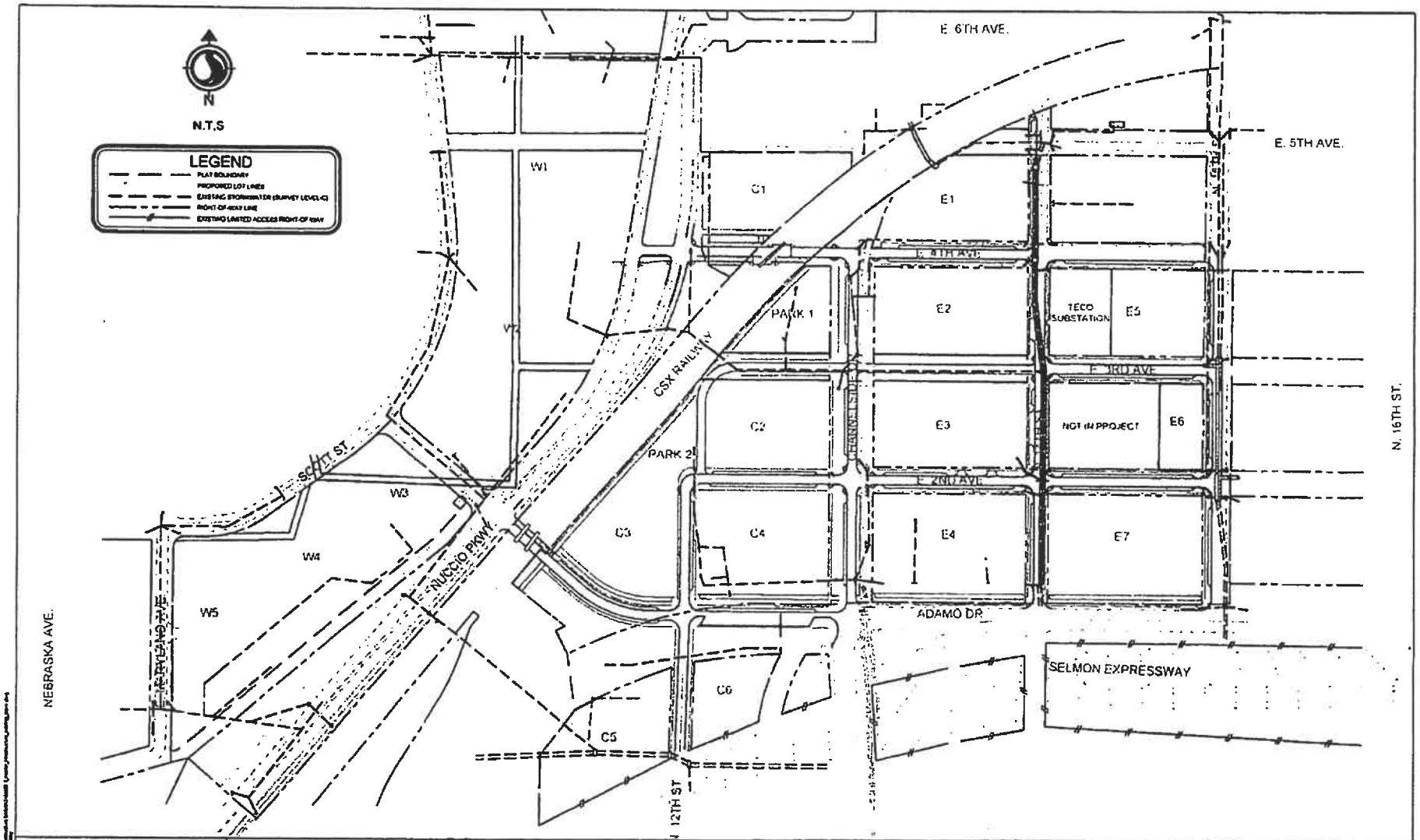


Stantec

KETTLER (CS YBOR JV, LLC)
GAS WORKS
TAMPA, FLORIDA

EXHIBIT D-1 - PROP. WATER

Project No. 215423014
Scale N.T.S.
Drawing No. 1
Revision 0



Revision

Issued

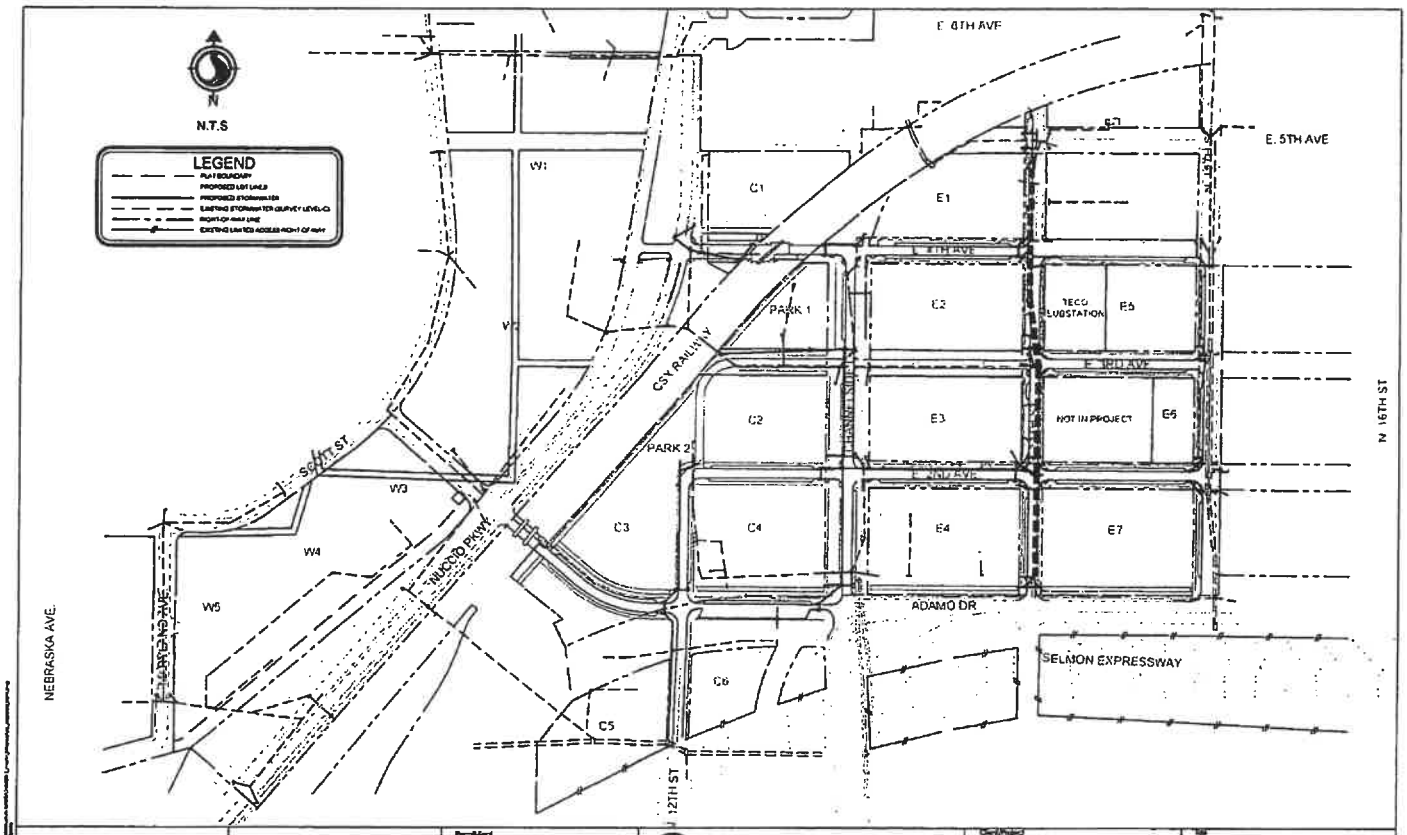
Permit-Seal

Stantec

Client/Project
KETTLER (CS YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA

Title
EXHIBIT D-1 - EXIST. STORM

Project No. 215455016
Scale N.T.S.
Drawing No. 1
Revision 0



Stantec

KETTLER (IC3 TBOR JV, LLC)
CIAS WORX
TAMPA, FLORIDA

EXHIBIT D-1 - PROP. STORM

Drawing No. 1

Revision 0

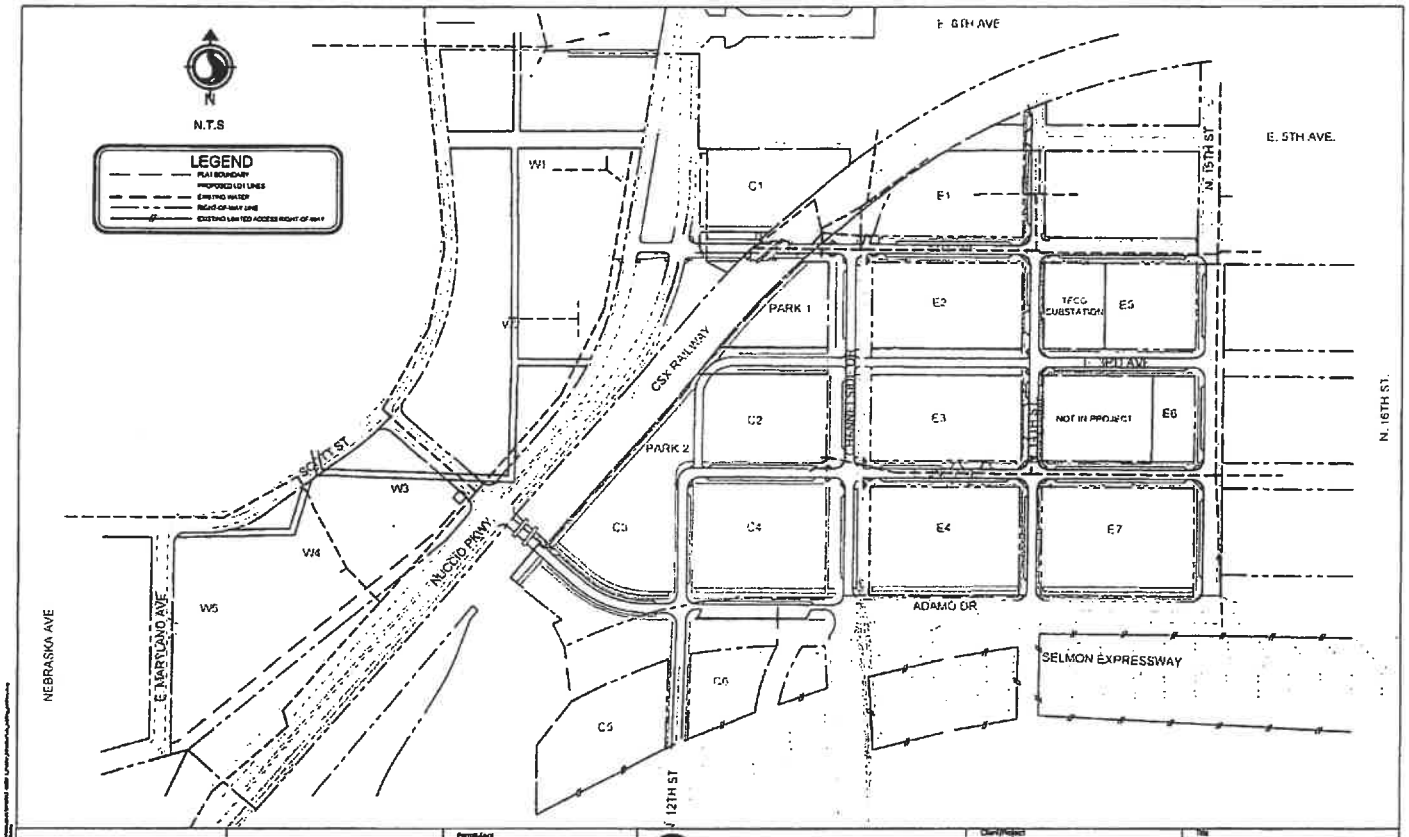

N
N.T.S
LEGEND
PLAT BOUNDARY
PROPOSED LOT LINES
EXISTING WATER
RIGHT-OF-WAY LINE
EXISTING LIMITED ACCESS RIGHT-OF-WAY
E. 6TH AVE
E. 5TH AVE.
N. 15TH ST
N. 16TH ST.
W1
W2
W3
W4
W5
C1
C2
C3
C4
C5
C6
E1
E2
E3
E4
E5
E6
E7
PARK 1
PARK 2
TECO SUBSTATION
NOT IN PROJECT
CSX RAILWAY
SCOTT ST.
NUCCIO PKWY
E. MARYLAND AVE
NEBRASKA AVE
ADAMO DR
SELMON EXPRESSWAY
N. 12TH ST
Stantec
KETTLER (C3 YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA
EXHIBIT D-1 - EXIST. SANITARY
Project No.
Scale
N.T.S.
Drawing No.
1
Revision
0

EXHIBIT D-2

INTENTIONALLY DELETED

EXHIBIT D-3

PRELIMINARY PLAT

[SEE ATTACHED]

Stantec

GAS WORX
PRELIMINARY PLAT
PPT-23-0000004

Prepared for

KS YBOR JV, LLC (KETTLER)
8255 GREENSBORO DRIVE, SUITE 200
MCLEAN, VIRGINIA 22102

CHANNELSIDE DR. & ADAMO DR.
SEC: 18 TWN: 29 RGE: 19
CITY OF TAMPA,
HILLSBOROUGH COUNTY, FLORIDA

July 28, 2023

Project Number: 215655016

GENERAL NOTES

1. Tree removals will be requested and detailed in the PLN. Applicant will be required to comply with Chapter 27 City of Tampa municipal regulations pertaining to Natural Resources and to the City of Tampa Tree and Landscape Technical Manual. Mitigation will be required for tree removals. Tree removals will require permits. Preserved trees (on site and offsite) will require tree protection.
2. O&M will be manageable between City, Developer, and Private Property Owners as part of the COD process. The preliminary plat, Environmental review, and PLN will be revised to reflect the ultimate approvals.

Stantec

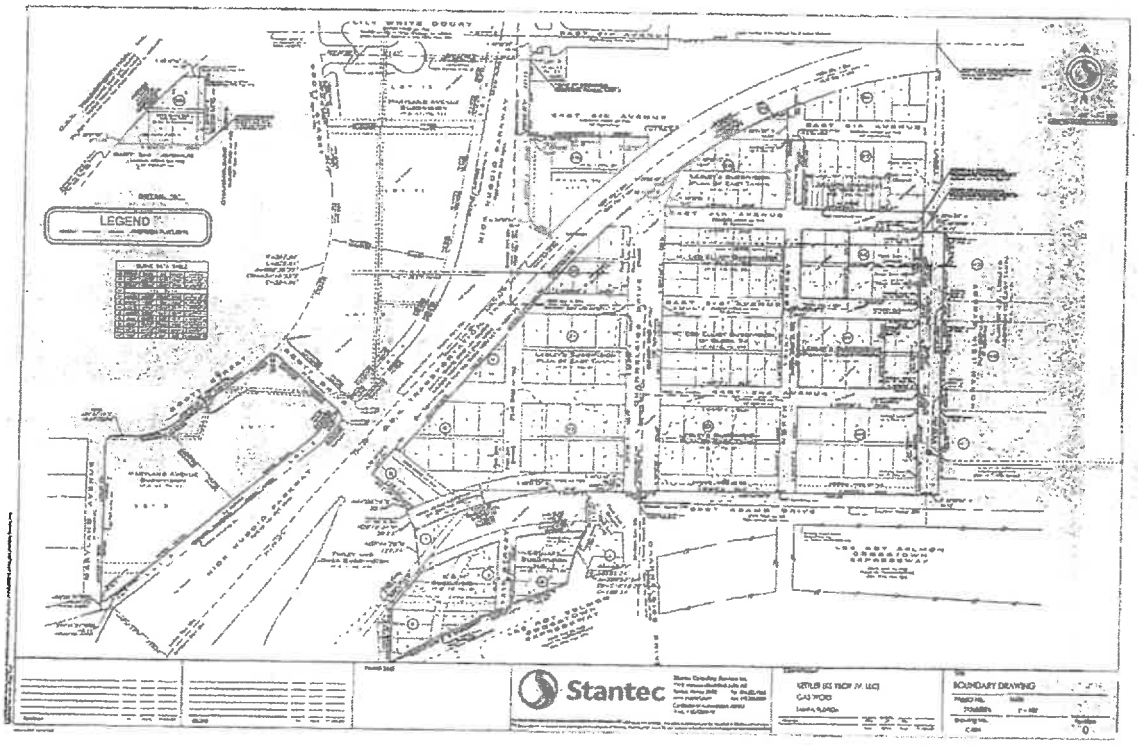
Stantec Consulting Services Inc.
[illegible]
Tel. 813.[illegible]
Fax. 813.[illegible]
[illegible]
[illegible] FENELI
[illegible]

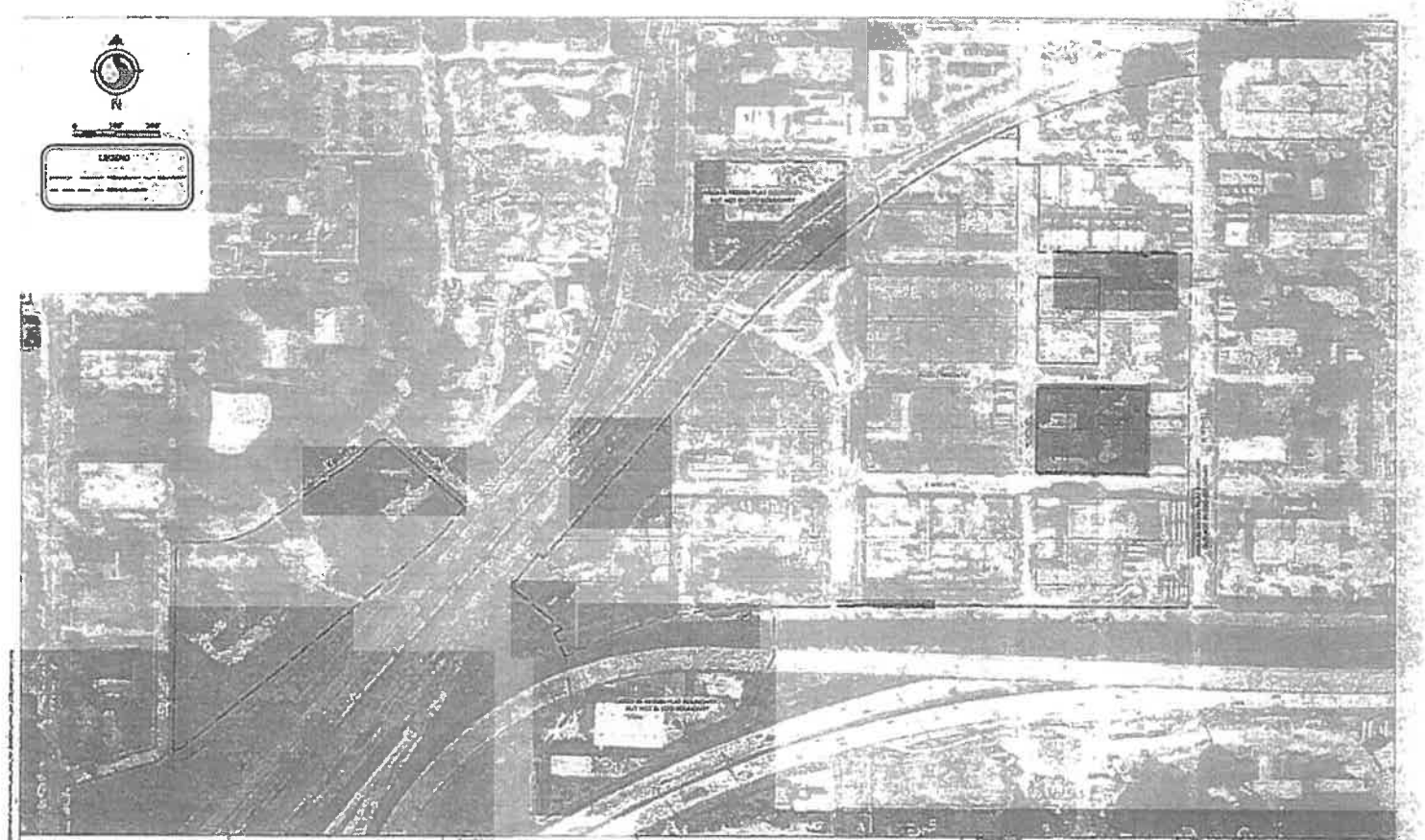
KETTLER (C3 TRIOF IV, LLC)
GAS WORKS
TAMPA, FLORIDA

GENERAL NOTES

Project No. 213480114
Date
Scale 1" = [illegible]
Drawing No. C-[illegible]
Revision 0


N
E. 6TH AVE
E. 4TH AVE
E. 3RD AVE
E. 2ND AVE
N. 15TH ST
N. 16TH ST
N. 17TH ST
NEBRASKA AVE
E. MARYLAND AVE
SCOTT ST
NUCCIO PKWY
SELMON EXPRESSWAY
Stantec
CONTEXT MAP


LEGEND
Stantec
BOUNDARY DRAWING



Stantec

CENTURY 21 1904 JV, LLC1

GAS NORTH

IOWA, ADRIA

PLAT & CDD BOUNDARY OVERLAY EXHIBIT

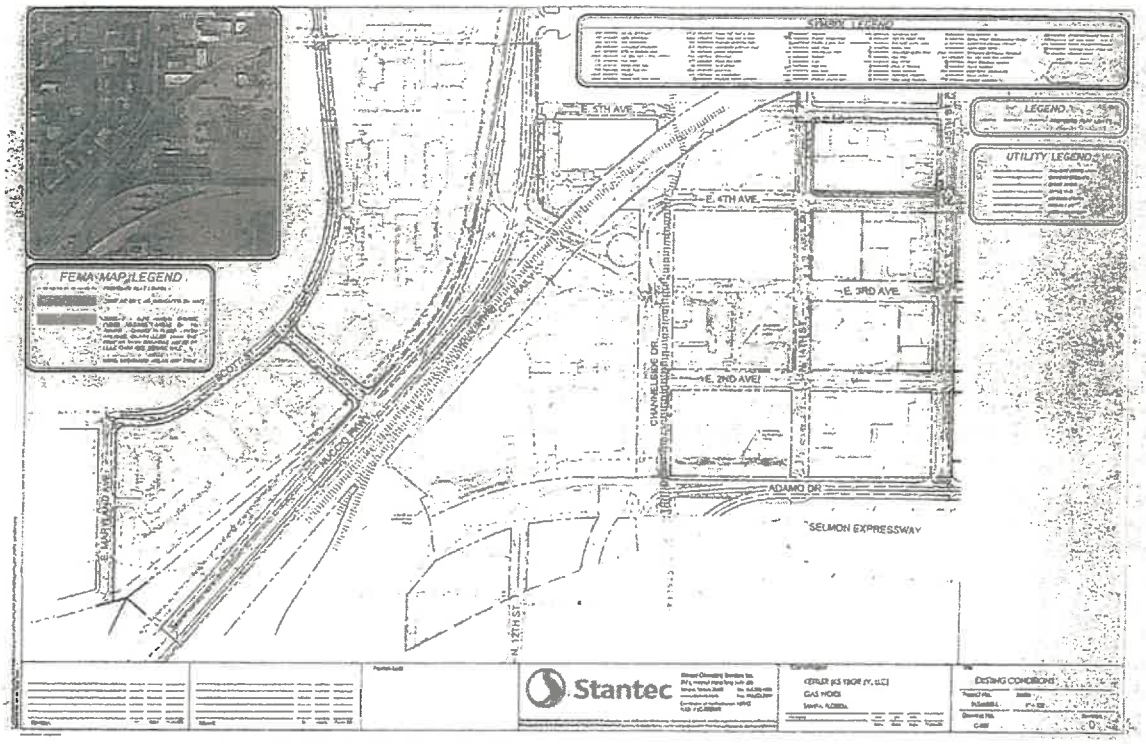
C.02

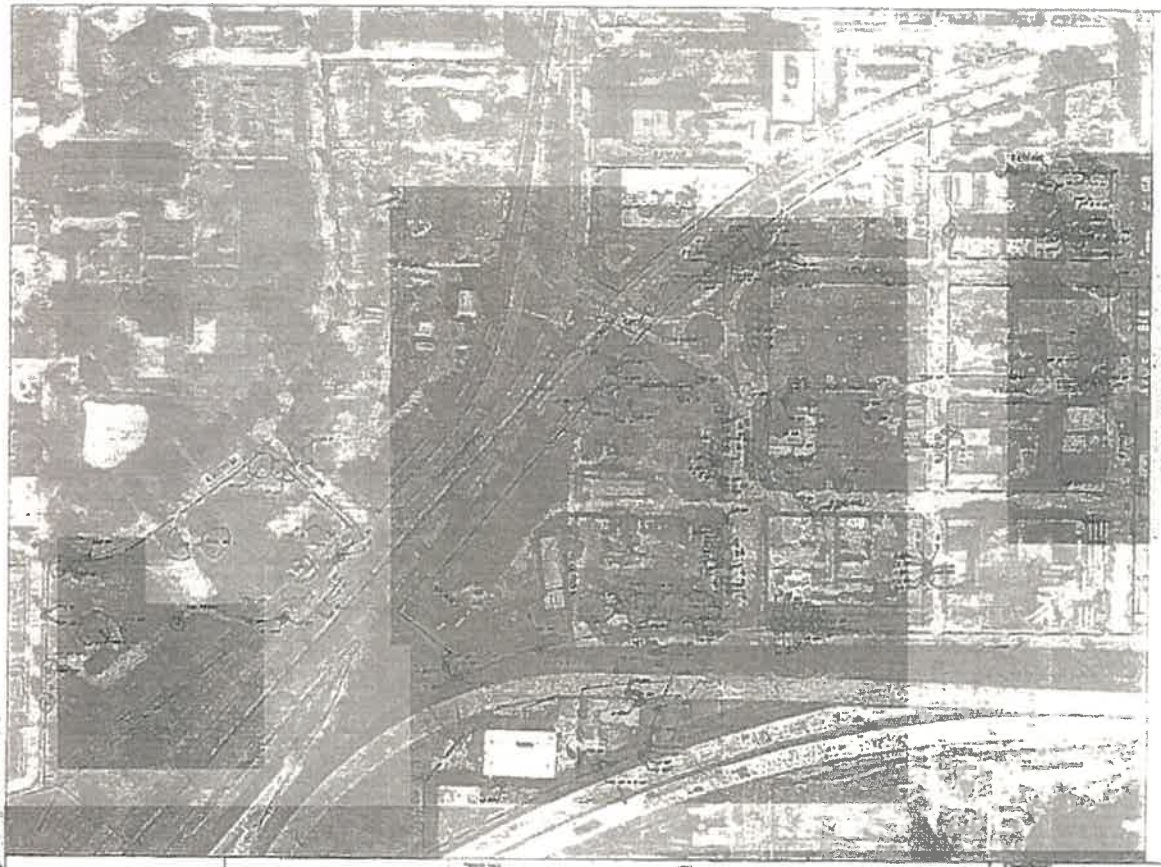
Stantec

KETUR (G) 180 (V, U,C)

GAS WORK

LEGAL DESCRIPTION


FEMA MAP LEGEND
LEGEND
UTILITY LEGEND
E. 5TH AVE.
E. 4TH AVE.
E. 3RD AVE.
E. 2ND AVE.
ADAMO DR.
SELMON EXPRESSWAY
E. MARYLAND AVE.
N. 12TH ST.
Stantec
EXISTING CONDITIONS



LEGEND

TREE LEGEND

Stantec

LEYLER (KS TRON IV, LLC)

CAS WORK

TAMPA, FLORIDA

TREE EXHIBIT

Project No.

Scale

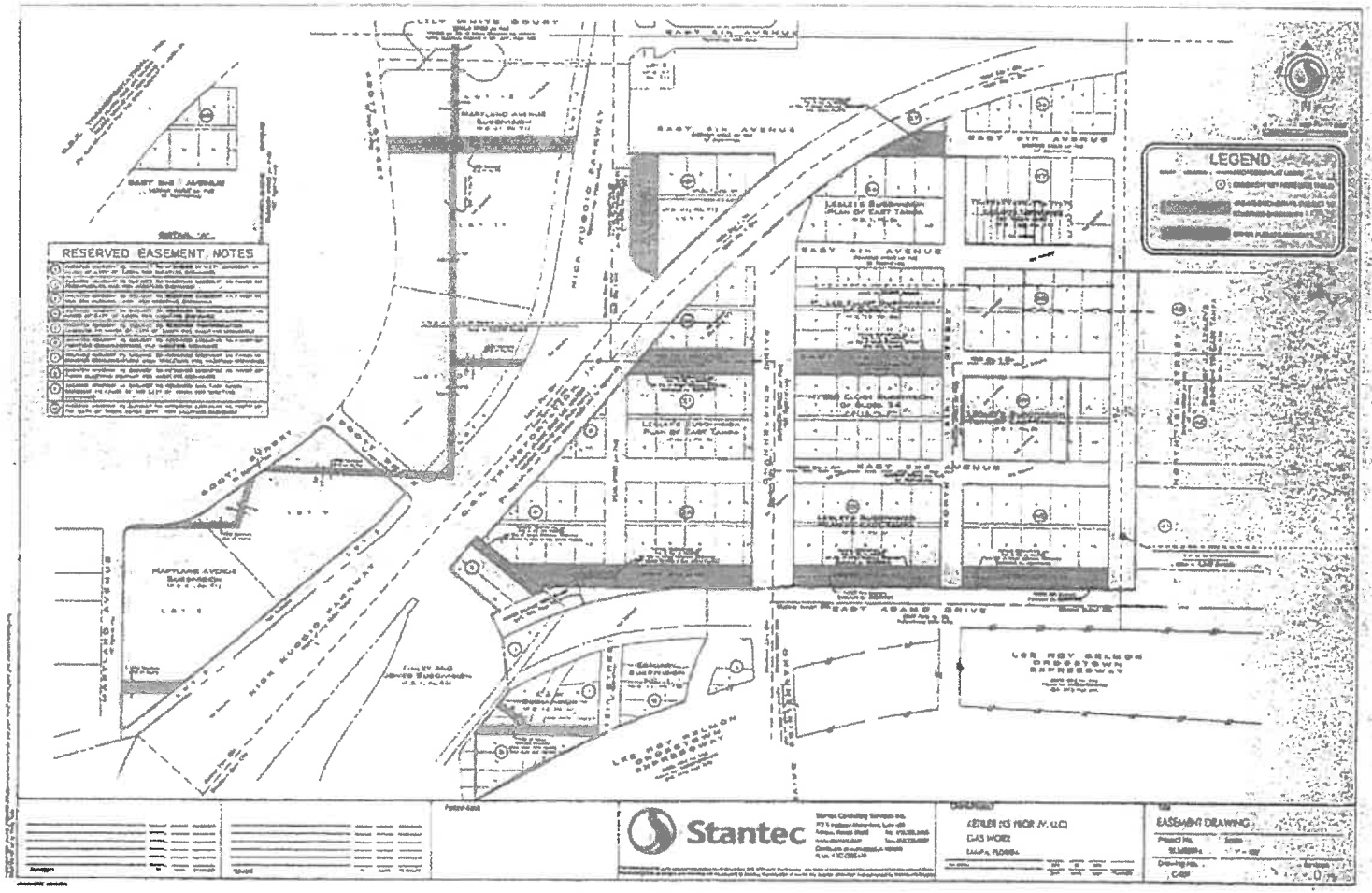
1" = 100'

Drawing No.

C-005

Revision

0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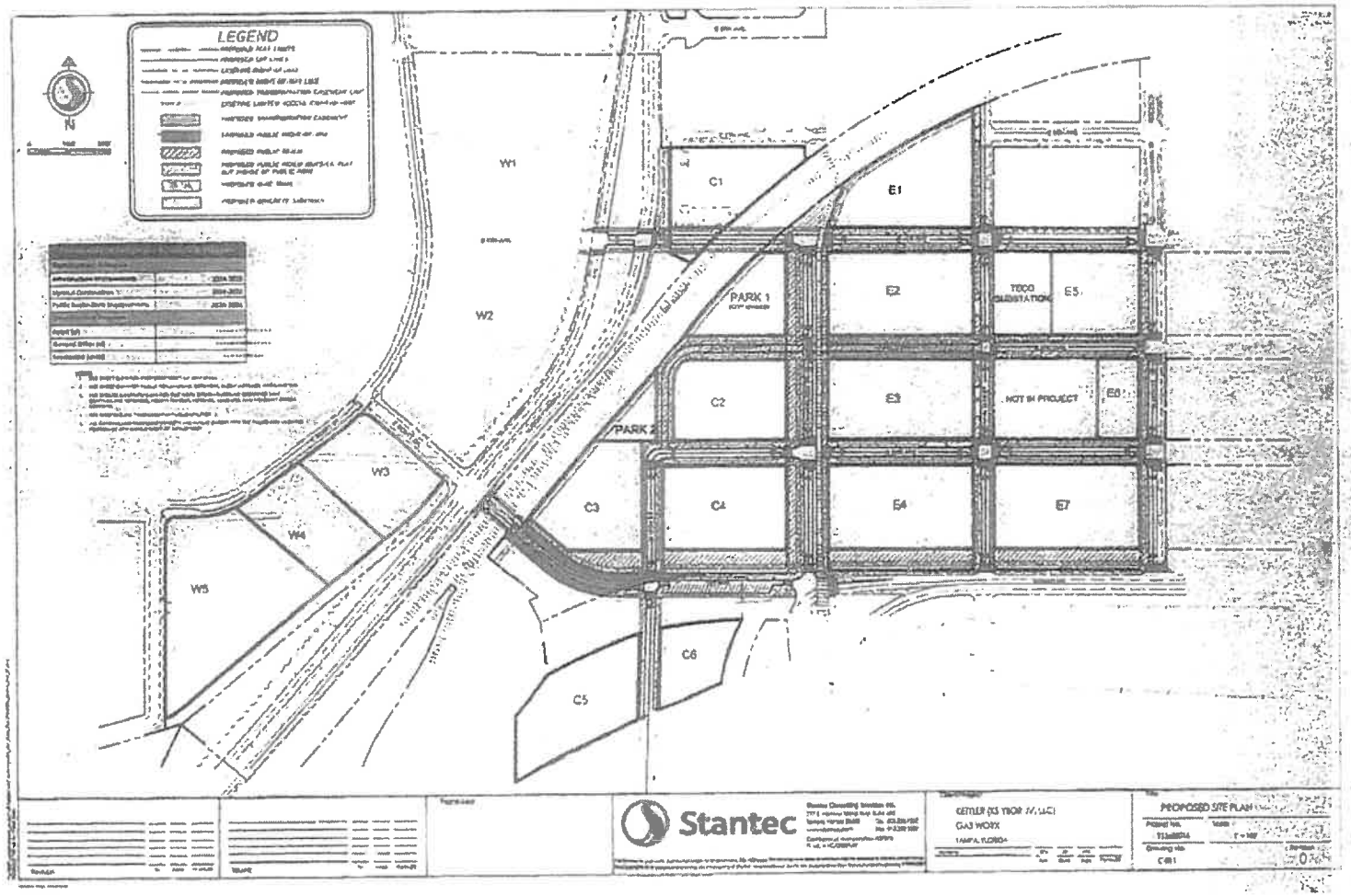
RESERVED EASEMENT NOTES
EAST 6TH AVENUE
EAST 8TH AVENUE
EAST ADAMS DRIVE
HIGH HUSSIE PARKWAY
LEE ROY SELMON EXPRESSWAY
Stantec
EASEMENT DRAWING


LEGEND
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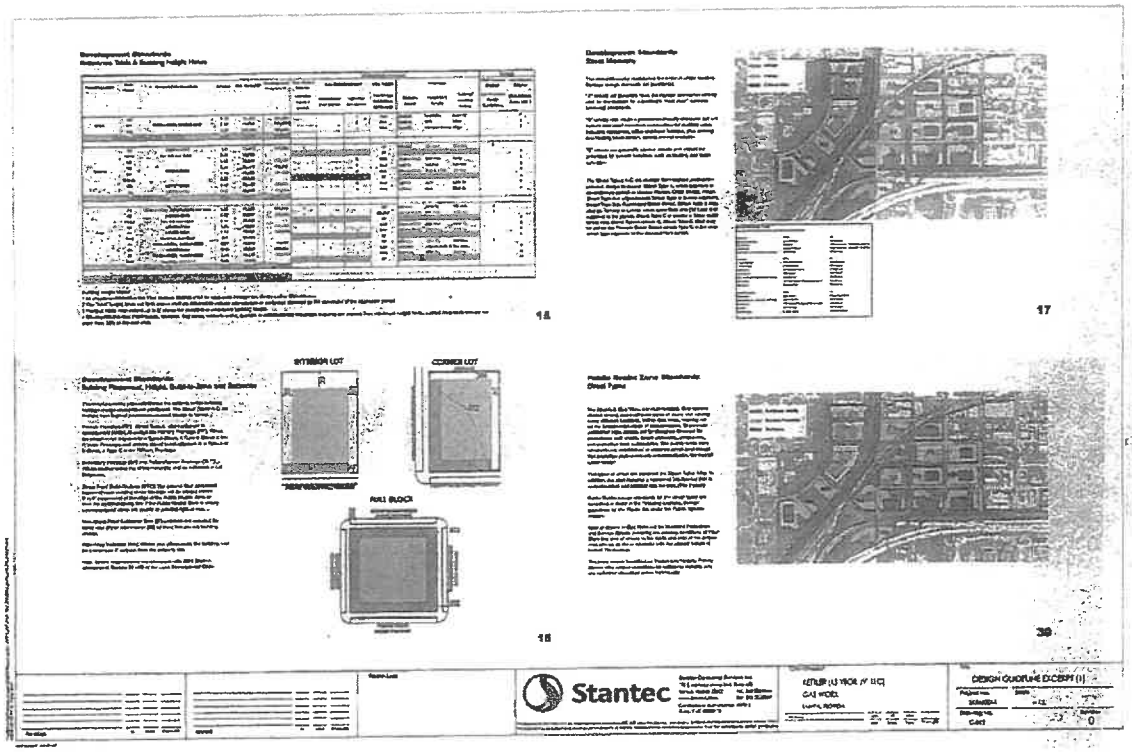
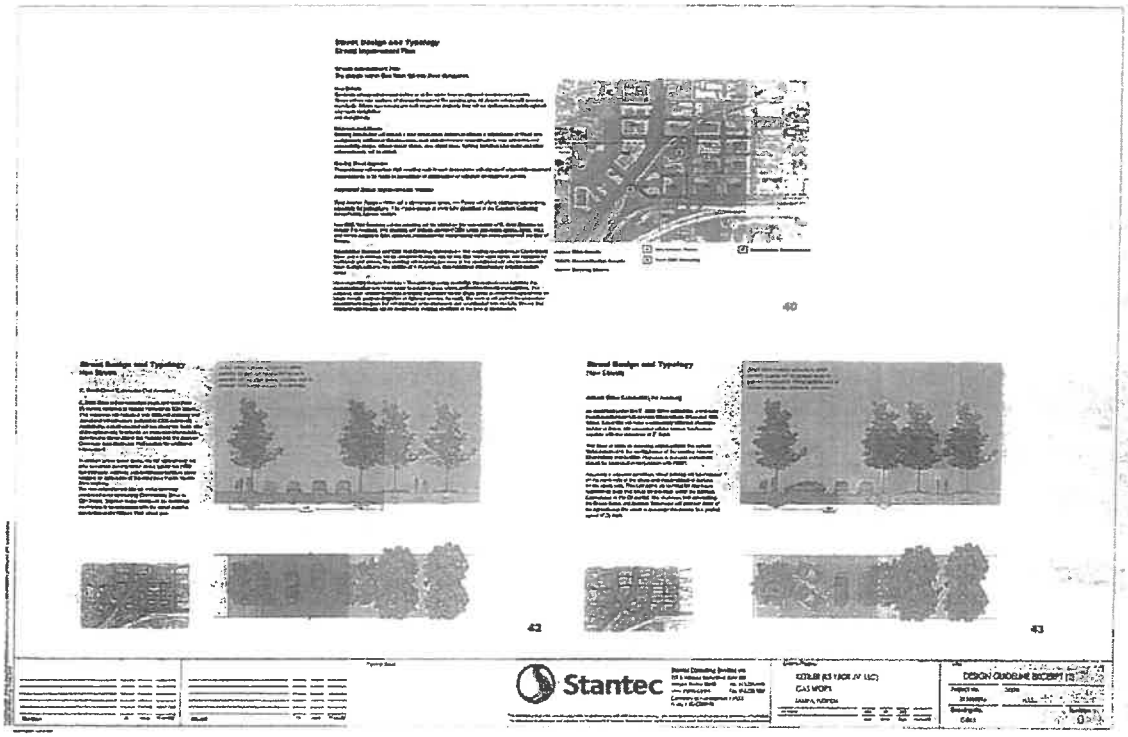
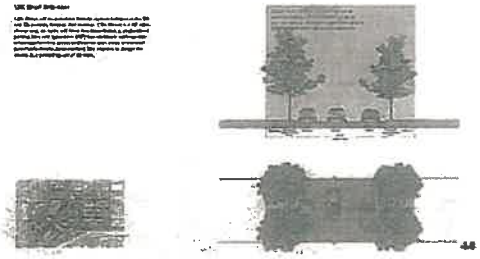
W1
W2
W3
W4
W5
C1
C2
C3
C4
C5
C6
E1
E2
E3
E4
E5
E6
E7
PARK 1
PARK 2
TECO SUBSTATION
NOT IN PROJECT
Stantec
GETTLER (53 TBOR IV, LLC)
GA3 WORX
TAMPA, FLORIDA
PROPOSED SITE PLAN
C-01


16
17
INTERIOR LOT
CORNER LOT
FULL BLOCK
18
39
Stantec
DESIGN GUIDELINE DOCUMENT (1)
0


Street Design and Typology
Street Improvement Plan
40
Street Design and Typology
42
Street Design and Typology
43
Stantec
DESIGN GUIDELINE SECTION

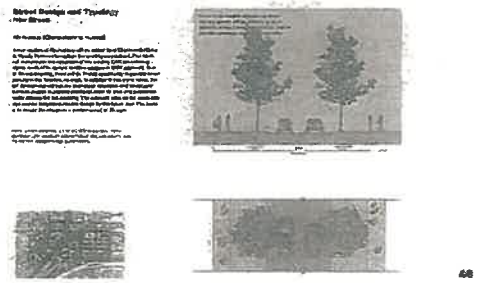
Street Design and Typology

New Streets



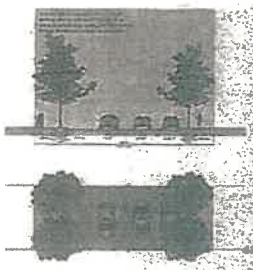
Street Design and Typology

New Streets



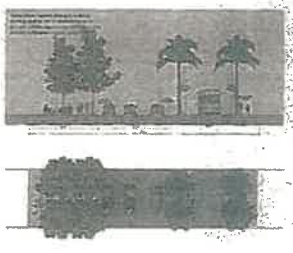
Street Design and Typology

New Streets



Street Design and Typology

Neighborhood Main Entrance



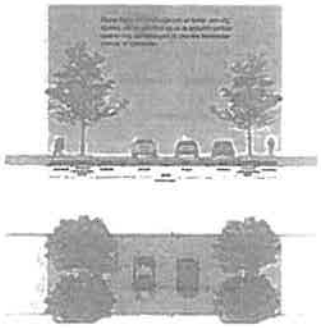
Stantec

CITIES 83 FLOR M, LLC

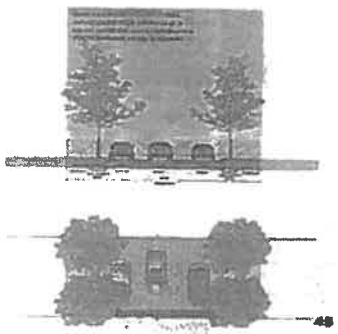
GAS VIDRE

DESIGN GUIDELINE EXCERPT 01 of 03

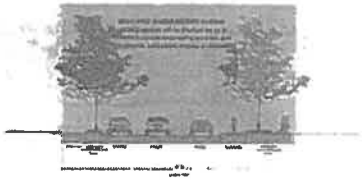
Street Design and Typology
Reconstructed Street Sections



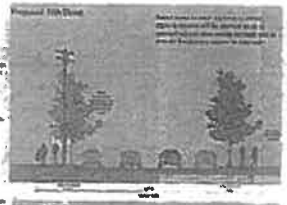
Street Design and Typology
Reconstructed Street Sections
Avenue Respecting the Cube

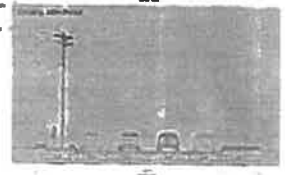


Street Design and Typology
Reconstructed Street Sections



Street Design and Typology
Existing Street Upgrades



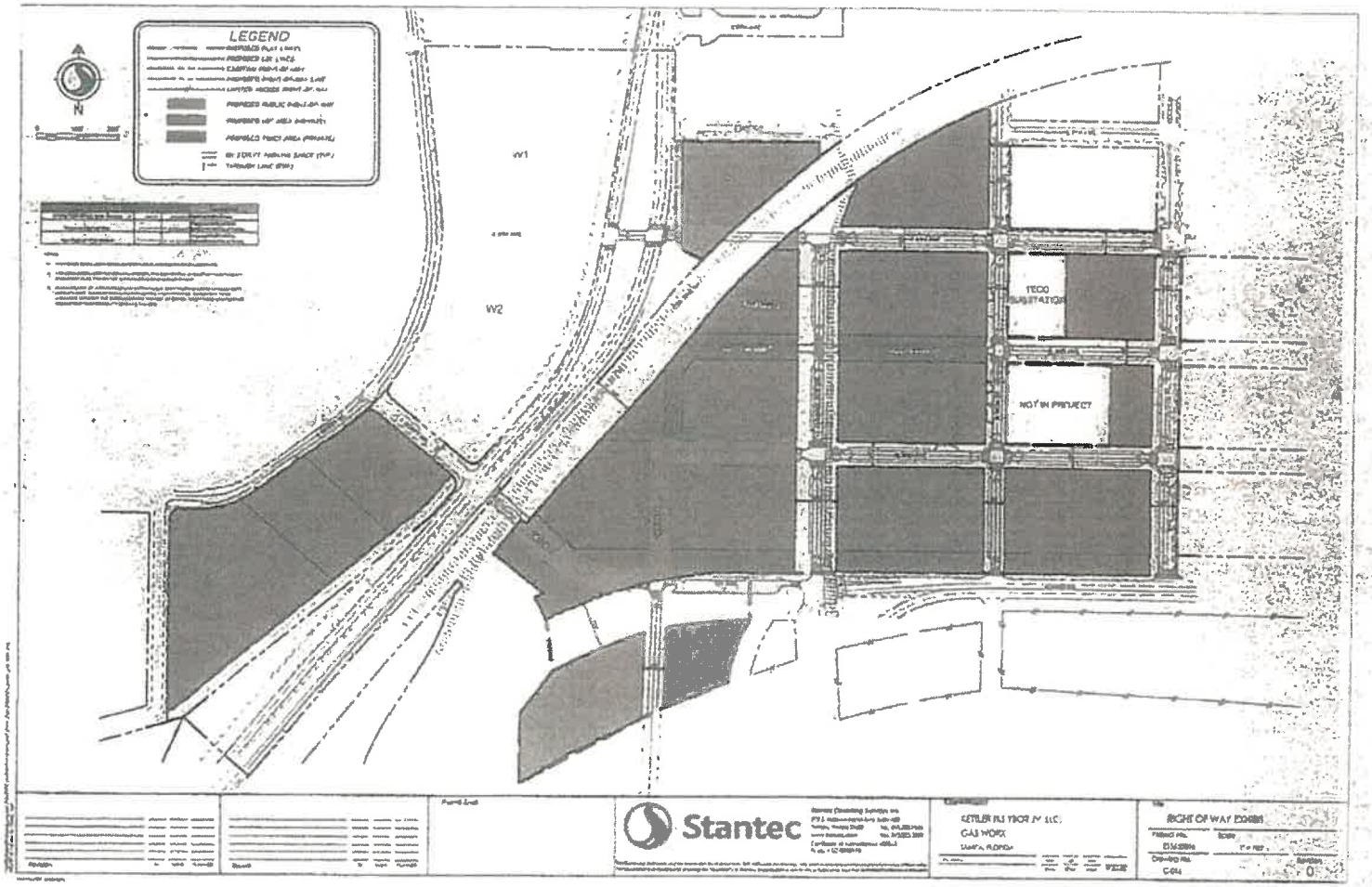


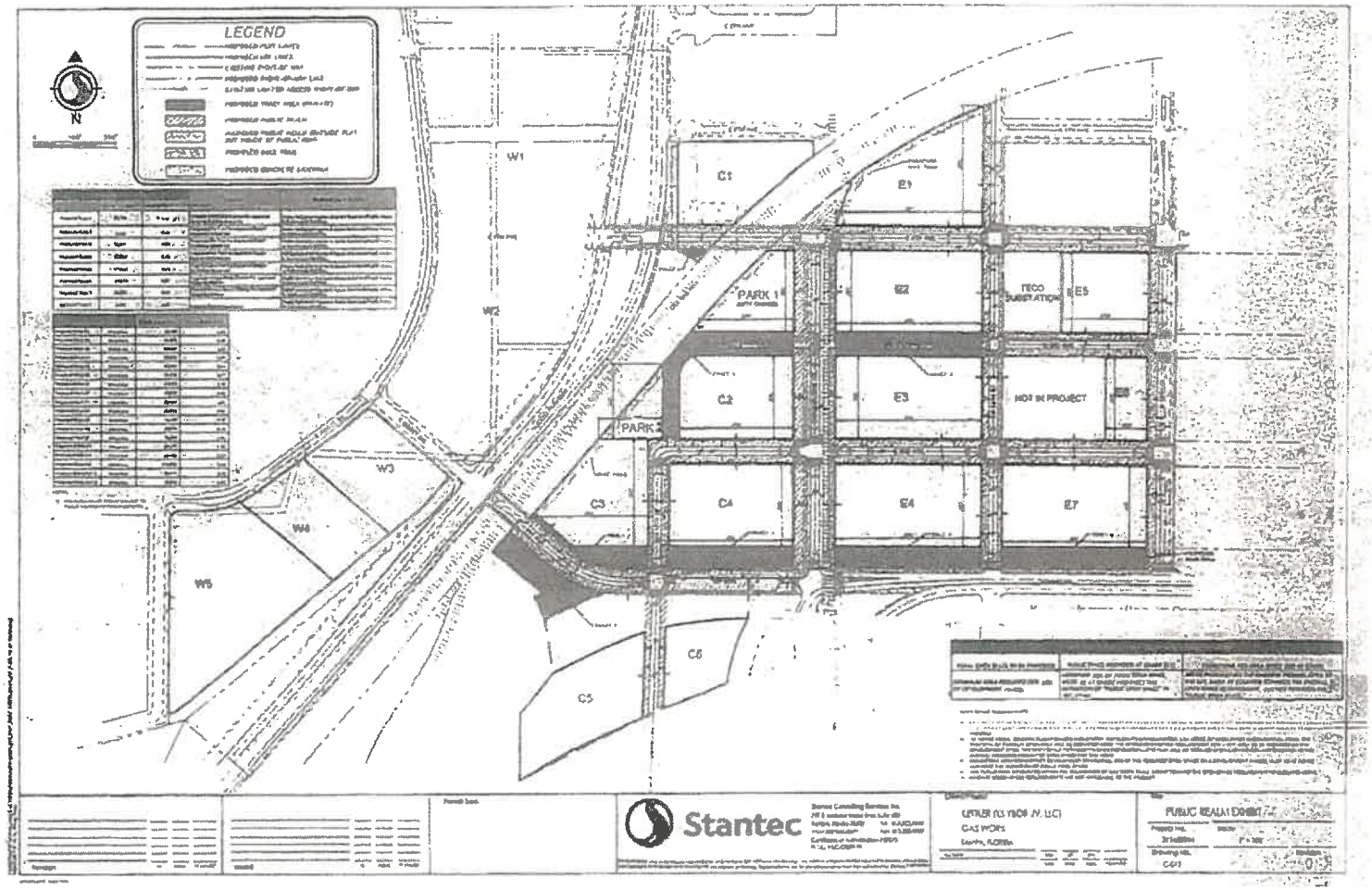
Stantec

KETLER 83 TIOR JV, LLC
GAI MORI
MIAMI, FLORIDA

DESIGN GUIDELINE DECEMBER 2018

Project No. 31343207-1
Drawing No. C-01


LEGEND
N
W1
W2
TECO SUBSTATION
NOT IN PROJECT
Stantec
RETILER PLI TECO JV LLC
GAS WORK
TAMPA, FLORIDA
RIGHT OF WAY EXHIBIT
C-01


LEGEND
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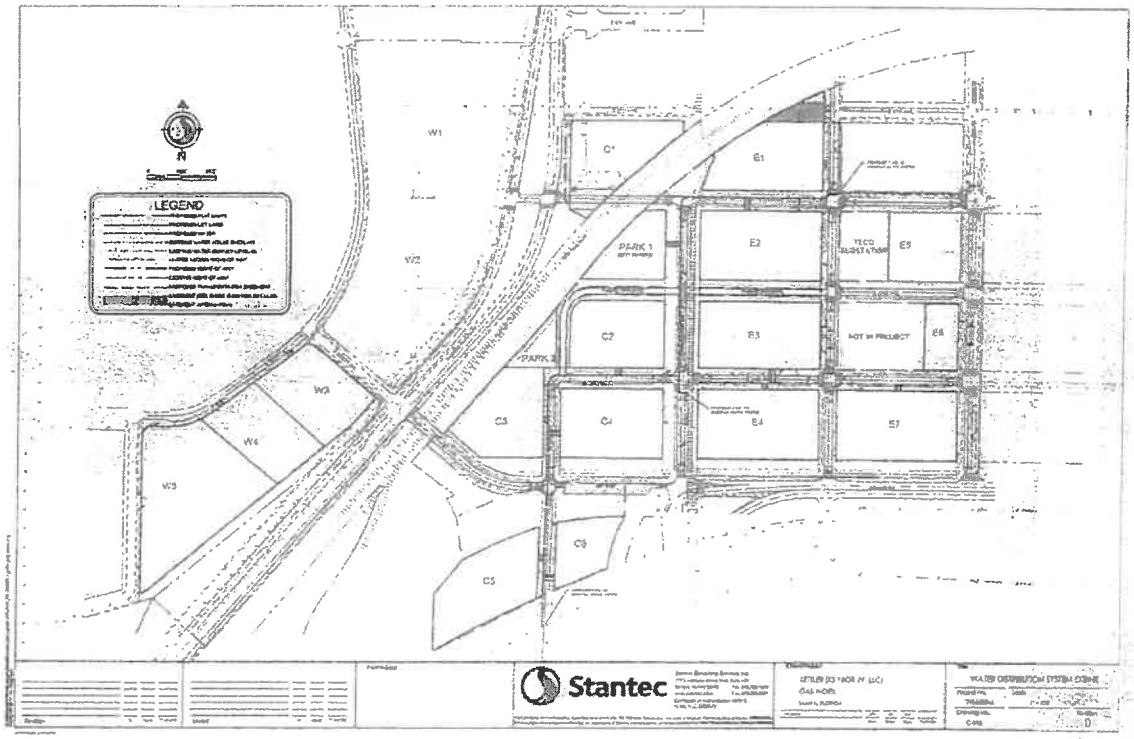
W2
W3
W4
W5
C1
C2
C3
C4
C5
C6
E1
E2
E3
E4
E5
E6
E7
PARK 1
PARK 2
TECO SUBSTATION
HOT IN PROJECT
Stantec
PUBLIC REALM EXHIBIT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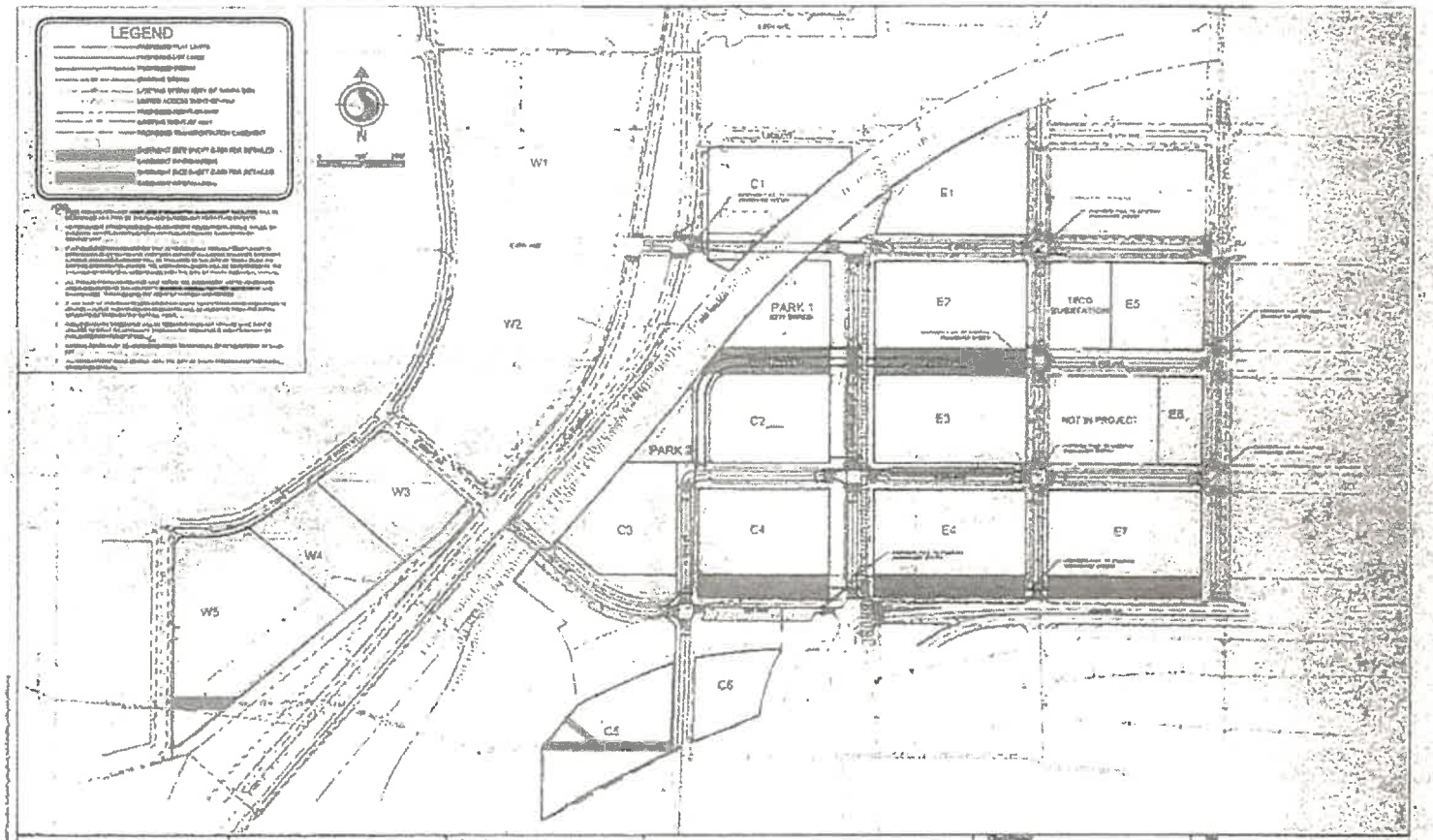
E7
PARK 1
PARK 2
NOT IN PROJECT
Stantec



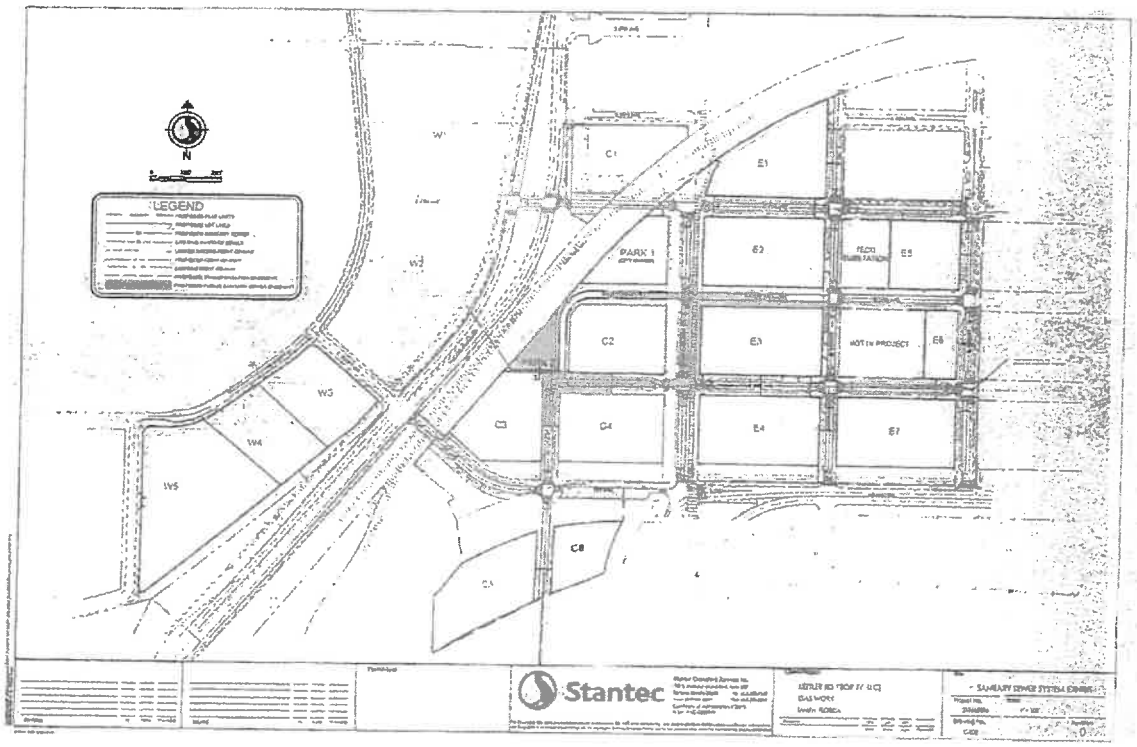
Stantec

Stantec Consulting Services Inc.

CUTLER (KS TIOR JV, LLC)
GAS WORK
Tampa, FLORIDA

STORMWATER SYSTEM EXHIBIT

Copy


N
LEGEND
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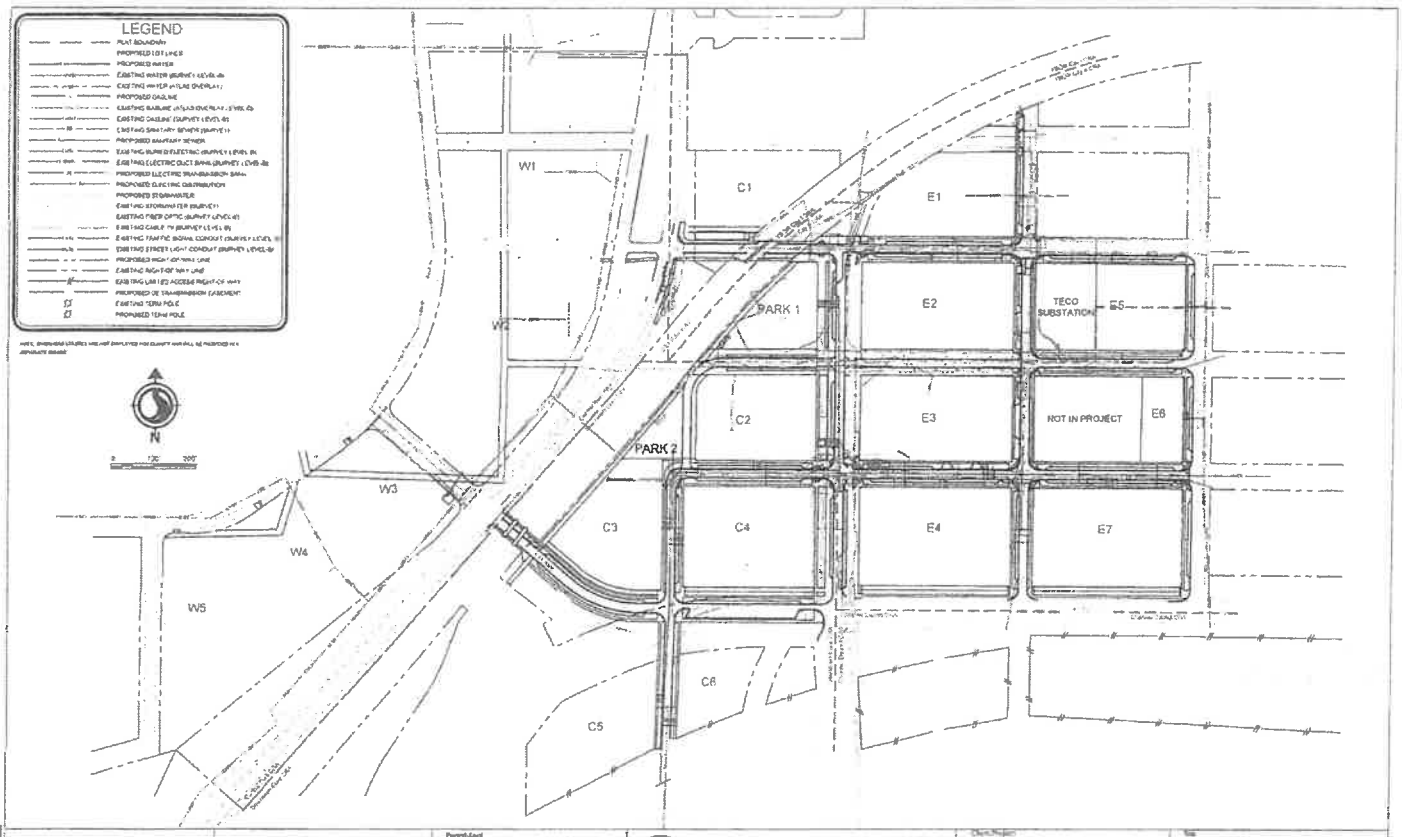
W2
W3
W4
W5
C1
C2
C3
C4
C5
C6
E1
E2
E3
E4
E5
E6
E7
PARK 1
NOT IN PROJECT
Stantec

EXHIBIT E

GASWORX NEW INFRASTUCTURE

[SEE ATTACHED]



Permit-Seal

Stantec

Stantec Consulting Services Inc.
3319 E. Hillsborough Avenue, Suite 400
Tampa, Florida 33610
www.stantec.com
Certificate of Authorization # 2747
FL Lic. # EC0000679

KETTLER (GS YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA

MASTER UTILITIES EXHIBIT

Project No: 215433014
Scale: 1" = 100'
Drawing No: 1
Revision: 0

EXHIBIT E-1

GASWORX – INFRASTRUCTURE OWNERSHIP & MAINTENANCE

[SEE ATTACHED]

EXHIBIT E-1

Gasworx CDD
Ownership & Maintenance Matrix

Facilities	Anticipated Segment(s)/Parcel(s)	Ownership	Responsible for Maintenance [3,4]
Roads (Public)			
All existing roadways [1]	See Note #1 Below	City	City
New roadway	Channelside Dr (3rd Ave to 4th Ave)	City	City
New roadway	4th Ave (Channelside Dr to Nuccio)	City	City
New roadway	3rd Ave (14th St to 15th St)	City	City
New roadway	14th St (Adamo to 2nd Ave)	City	City
New roadway	1st Ave (Channelside Dr to Nuccio)	City	City
New Roadway	2nd Ave (Channelside Dr to 12th St)	Developer to dedicate ROW	City
New roadway	12th St (1st Ave to 2nd Ave)	Developer to dedicate ROW	City
Roads (Private)			
New Pedestrian Street/Paseo	3rd Ave (14th St to CSX ROW)	Adj. Parcel Owners - Public use easement	Association
Sidewalks (Public Streets)			
All existing roadways	See Note #1 Below	City	City
New roadway	Channelside Dr (3rd Ave to 4th Ave)	City	City
New roadway	4th Ave (Channelside Dr to Nuccio)	City	City
New roadway	3rd Ave (14th St to 15th St)	City	City
New roadway	14th St (Adamo to 2nd Ave)	City	City
New roadway	1st Ave (Channelside Dr to Nuccio)	City	City
New Roadway	2nd Ave (Channelside Dr to 12th St)	Developer to dedicate ROW	City
New roadway	12th St (1st Ave to 2nd Ave)	Developer to dedicate ROW	City
Sidewalks (Private Streets)			
New Pedestrian Street/Paseo	3rd Ave (14th St to CSX ROW)	Adj. Parcel Owners - Public use easement	Association
Streetscape (Public Streets) [2]			
All existing roadways	See Note #1 Below	City	CDD
New roadway	Channelside Dr (3rd Ave to 4th Ave)	City	CDD
New roadway	4th Ave (Channelside Dr to Nuccio)	City	CDD
New roadway	3rd Ave (14th St to 15th St)	City	CDD
New roadway	14th St (Adamo to 2nd Ave)	City	CDD
New roadway	1st Ave (Channelside Dr to Nuccio)	City	CDD
New Roadway	2nd Ave (Channelside Dr to 12th St)	Developer to dedicate ROW	CDD
New roadway	12th St (1st Ave to 2nd Ave)	Developer to dedicate ROW	CDD
Streetscape (Private Streets)			
New Pedestrian Street/Paseo	3rd Ave (14th St to CSX ROW)	Adj. Parcel Owners - Public use easement	Association
Parks			
Park 1	N. of C2 and W of E2	City	City & Association

Park 2	W. of C2 and N. of C3	CDD	Association
Multi-Use Trails			
CSX Trail	1st Ave to Paseo, east of CSX ROW	Parcel Owner (C3) and CDD (Park 2)	Association
CSX Trail	Paseo to 4th Ave, east of CSX ROW	City (Park 1)	Association
1st Ave/Adamo Trail	CSX ROW to Channelside Dr	Adj. Parcel Owners - Public use easement	City
1st Ave/Adamo Trail	Channelside Dr to 15th St	Adj. Parcel Owners - Public use easement	City
Lighting (Public Streets)			
All existing roadways	See Note #1 Below	TECO	TECO
New roadway	Channelside Dr (3rd Ave to 4th Ave)	TECO	TECO
New roadway	4th Ave (Channelside Dr to Nuccio)	TECO	TECO
New roadway	3rd Ave (14th St to 15th St)	TECO	TECO
New roadway	14th St (Adamo to 2nd Ave)	TECO	TECO
New roadway	1st Ave (Channelside Dr to Nuccio)	TECO	TECO
Lighting (Private Streets)			
New Roadway	2nd Ave (Channelside Dr to 12th St)	TECO	TECO
New roadway	12th St (1st Ave to 2nd Ave)	TECO	TECO
Water			
All existing water	See Preliminary Plat Exhibit	City	City
All proposed water	See Preliminary Plat Exhibit	City	City
Wastewater (Public)			
All existing sewer	See Preliminary Plat Exhibit	City	City
All proposed sewer	See Preliminary Plat Exhibit	City	City
Stormwater (Public Roads)			
All existing sewer	See Preliminary Plat Exhibit	City	City
All proposed sewer	See Preliminary Plat Exhibit	City	City
Stormwater (Private & All Ponds)			
Existing Storm Pipe 1st Ave/Adamo Trail	Channelside Dr to 15th St	Parcel Owner or CDD	CDD (Public Maintenance Easement)
Flow-Through Drainage Facility	CSX ROW, others TBD	Parcel Owner or CDD	CDD (Public Maintenance Easement)
Shared-property vaults	TBD	Parcel Owner or CDD	Parcel Owners -Shared Use Agreement
Single-property vaults	Development Parcels	Parcel Owner	Parcel Owner
Entry Monuments/Signage/Walls			
Neighborhood Signage	See Design Guidelines	CDD	Association
Gateway (Entry) Signage	See Design Guidelines	CDD	Association
Placemaking Signage	Parks and Paseo - See Design Guidelines	CDD	Association
Wayfinding Signage	See Design Guidelines	CDD	Association

[1] Existing Streets include: 15th St (Adamo to 4th Ave), 14th St (2nd Ave to 5th Ave), Channelside Drive (Adamo to 3rd Ave), 12th St (N Raymond Ave to Fut. 1st Ave), E Scott Dr (Nuccio to E Scott St), E Scott St (Maryland Ave to E Scott Dr), 2nd Ave (Channelside Dr to 15th St), 4th Ave (Streetcar Tracks to 15th St).

2 Streetscape includes Landscaping, Irrigation, lighting monuments. Streetscape contained within the public right of way of residential streets, including maintenance of code required tree planting, landscaping, irrigation and lighting is the responsibility of the CDD. The CDD may contract with a 3rd party, such as Neighborhood Association or lot owner, to perform maintenance.

3 An Association of the parcel owners will be formed and will maintain all common areas that are not private parcels or public right of way for the CDD.

4 City maintenance of public roads is to minimum COT Mobility standards. Any enhanced materials within the public right of way will be maintained by the CDD. Examples include, pavers, bricks (unless existing) specialty crosswalks or sidewalks, enhanced street lights and landscaping.

EXHIBIT F

CITY INSURANCE REQUIREMENTS

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE [1]

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. Excess (Umbrella) Liability Insurance for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE).**

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites),pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence and $2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

[1] "M" indicates million(s), for example $1M is $1,000,000.00

Document updated and approved by Legal and Risk Management as of 09/15/2015

and products are involved. Limits of not less than $2M per occurrence and $2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than $1M per occurrence, and $2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper's/Marina Operator's Legal Liability Insurance where involves a parking lot, valet parking, dealership, garage services, towing, etc. and/or operation of a marina, providing safe berth, boat storage (on land/in water), dry/wet docking, mooring, boat fueling, boating equipment, boat repair/alteration/maintenance, boat towing, etc.; coverage against liability for damage to vehicles and/or watercraft in Firm's care, custody, or control, both private and commercial. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

O. Liquor Liability/Host Liquor Liability where Firm will be directly or indirectly providing alcoholic beverages. **(IF APPLICABLE)**

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage** (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the below address(es), where checked.

☐ Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 ☐ Purchasing Department, 306 East Jackson Street, Tampa, FL 33602

☐ Other: _____

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration. COIs shall specifically identify the Agreement and its subject (project, lease, garage, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE – **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement** (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP, Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVERS/RELEASE AGREEMENT(S). Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

Document updated and approved by Legal and Risk Management as of 08/15/2016

[END OF EXHIBIT F]

EXHIBIT G

Section 787.06(13), Fla. Stat. (2024) Compliance Affidavit

STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared Darryl Shaw ("Affiant") who, being first duly sworn and under oath, deposes and says as follows:

1. This Affidavit is subscribed for the purpose of compliance with Section 787.06(13), Fla. Stat. (2024) as it relates to anti-human trafficking and contracting with a governmental entity.

2. Affiant, on behalf of himself/herself or as _____ of _____, hereby attests and affirms that same does not use coercion for labor or services as defined in Section 787.06, Fla. Stat. (2024).

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated herein are true and correct.

_____
Signature
Darryl Shaw
Print or Type Name
Manager
Title (if applicable)

SWORN TO and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 11th day of January, 2025 by Darryl Shaw on behalf of himself/herself or as _____ of _____, who is personally known to me or who provided _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Laura K Vince
Notary Print Name
My Commission Expires 1/10/2026

LAURA K. VINCE
Notary Public-State of Florida
Commission # HH 215198
My Commission Expires
January 10, 2026

Upon Recording, Return to:

City of Tampa Community Redevelopment Agency
306 East Jackson Street, 2nd Floor North
Tampa, Florida 33602
Attention: Community Redevelopment
Agency Director

INTERLOCAL AGREEMENT
[GASWORX CDD]

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered as of the Effective Date (defined below), by, between and among **GAS WORX COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, as amended, known as the Uniform Community Development District Act of 1980 ("CDD"), the **CITY OF TAMPA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA**, a public body corporate and politic created, existing and operating under Part III of Chapter 163 of the Florida Statutes (the "Agency"). The CDD, City, and Agency are each a "Party" and collectively the "Parties."

RECITALS:

A. Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and units of local government on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

B. The CDD is a local unit of special government established pursuant to Chapter 190, Florida Statutes, and City Ordinance No. 2024-14, a certified copy of which was recorded as both Instrument No. 2024062575 and Instrument No. 2024094671 in the Official Records of Hillsborough County, Florida. The CDD was approved for the purpose of financing, funding, planning, providing, constructing and/or reconstructing public improvements, infrastructure and community facilities as described in Section 190.012, Florida Statutes, and City Ordinance No. 2024-14 within the boundaries of the CDD, which is located within the corporate limits of the City, is commonly known as "Gasworx", and is more particularly shown and described in Exhibit A-1 attached hereto (the "CDD Property").

C. Portions of the CDD Property are located within the City's (i) Downtown Community Redevelopment Area (the "Downtown CRA"), (ii) Ybor City 2 Community Redevelopment Area (the "Ybor City 2 CRA"), and (iii) the Central Park Community Redevelopment Area (the "Central Park CRA". The Central Park CRA together with the Downtown CRA and Ybor City 2 CRA are collectively defined herein as the "Subject CRAs". The Agency was created by the City pursuant to Part III of Chapter 163, Florida Statutes (the "Redevelopment Act") for the purpose of carrying out redevelopment activities to remedy slum and blight conditions in each of the community redevelopment areas created by City Council, including the Subject CRAs, in accordance with the Redevelopment Act, and is considered a

dependent special district of the City governed by City Council acting as the Agency board.

D. The CDD Property is located within the corporate limits of the City, and the Project (all references to "Project" herein have the meaning set forth in the Development Agreement) will be constructed thereon in one or more phases ("Phases"), subject to that certain Gasworx Development Agreement recorded on October 24, 2022 as Instrument No. 2022506522 in the Official Records of Hillsborough County, Florida (the "Development Agreement").

E. The CDD and City have also recently entered into that certain Infrastructure Improvements Agreement dated as of January 26, 2025, which was also approved by way of City Council Resolution No. 2025-31 and is recorded as Instrument No. 2025039351 in the Official Records of Hillsborough County, Florida (the "Infrastructure Agreement"). The Infrastructure Agreement, among other things, describes the public "Infrastructure Improvements" that the CDD is undertaking on the CDD Property to support the Project (as defined in the Development Agreement). Said public Infrastructure Improvements, when completed, will cure or rectify certain existing slum and blight conditions existing in portions of each of the Subject CRAs. However, none of said Infrastructure Improvements are being funded by or constitute an obligation of the City.

F. The Development Agreement contemplates that the Agency may elect (but is not required) to fund or provide reimbursements to the CDD for certain of the public Infrastructure Improvements being constructed within one or more of the Subject CRAs. By virtue of this Agreement, the City agrees that the CDD may undertake and fund the construction and/or installation of said public Infrastructure Improvements and seek reimbursement from the Agency for certain components of the public Infrastructure Improvements pursuant to the terms hereof.

G. As more particularly described herein, certain of the public Infrastructure Improvements being undertaken by the CDD are consistent with both the "Community Redevelopment Act" contained in Part III of Chapter 163, Florida Statutes, and the respective community redevelopment plans of each of the Subject CRAs.

H. The Agency is, therefore, willing to reimburse the CDD for certain Infrastructure Improvements located in each of the respective Subject CRAs as generally described in Exhibit G attached hereto (the "CRA Related Infrastructure Improvements"), provided, however, said reimbursement obligation of the Agency shall be subject to the limits set forth in Exhibit D attached hereto, for those certain actual costs incurred by the CDD in carrying out such CRA Related Infrastructure Improvements, and subject to compliance with the conditions and other limitations set forth in this Agreement.

AGREEMENT TERMS:

NOW, THEREFORE, in consideration of the "Recitals" set forth above, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Compliance Matters and Authority.

2.1 Community Redevelopment Act. Section 163.387(6)(c), Florida Statutes, allows the annual budget of a community redevelopment agency to provide for the payment of expenses that are necessary to exercise the powers granted under Section 163.370, Florida Statutes, as delegated to a community redevelopment agency. The City has delegated the powers granted to it in Section 163.370, Florida Statutes, to the Agency. In that regard, Section 163.370(2)(c)5, Florida Statutes, provides that, if delegated, a community redevelopment agency may carry out plans for a program of voluntary or compulsory repair or rehabilitation of buildings and other improvements in accordance with the approved community redevelopment plan. In addition, Section 163.370(2)(d), Florida Statutes, states that community redevelopment agencies may provide, arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with community redevelopment; or install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements.

2.2 Community Redevelopment Plans.

2.2.1 Central Park CRA. The adopted Community Redevelopment Plan for the Central Park CRA (the "Central Park CRP") specifically calls for transportation and infrastructure improvements in the Central Park CRA including the re-establishment of or the creation of improved roadway interconnections with the existing street system in both the Central Park CRA and adjacent neighborhoods, together with associated improvements such as decorative paving, lighting (Section 8.3 of the Central Park CRP) and bike lanes, street resurfacing, new sidewalks, on-street parking, and new public streetscaping (Sections 6.3 and 8.5 of the Central Park CRP). Sections 4.2 and 8.5 of the Central Park CRP also note that deteriorating infrastructure within the Central Park CRA needs to be replaced or upgraded including water, wastewater, and stormwater facilities. The Central Park CRP expressly states that "[t]he City may provide financial assistance to the private sector to undertake necessary infrastructure improvements" and recognizes that a potential funding source is tax increment funds so long as it is not a substitute for existing City debt or City funded projects.

2.2.2 Downtown CRA. The adopted Community Redevelopment Plan for the Downtown CRA (the "Downtown CRP") recognizes that the following blighting conditions exist within the Downtown CRA: "substandard structural conditions; unsuitable lot layout; inadequate infrastructure; deteriorated and sometimes hazardous street conditions; major street patterns that do not complement one another; oppressive traffic flow..." (Part I, "Introduction", Page 2 of Exhibit A of the Downtown CRP). The Downtown CRP also lists the following as some of its objectives: (1) elimination of the conditions of blight; (2) the planning of adequate infrastructure; (3) the stimulation of private sector investment; (4) growth of the tax base: and (5) "the development of a mixed use urban environment which provides downtown residents with opportunities to live, work, shop and recreate in a safe and pleasant setting" (Part IV, "Policies and Objectives", Pages 10-11 of the Exhibit A of the Downtown CRP). Chief among the concrete measures that the Downtown CRP states must be undertaken to eliminate the blighted conditions are the repair of existing street conditions and the upgrading of aging and deteriorated infrastructure including sanitary sewers, water, drainage and sidewalks (Part IV, "Policies and Objectives", Page 12 of Exhibit A of the Downtown CRP).

In addition, a portion of the CDD Property is located within "Subarea 4" of the Downtown CRA. The Downtown CRP states the following in connection with Subarea 4:

> "Efficient pedestrian circulation, high urban design quality and standards, energy efficient land use operation, and maintenance of unique character of the area through

the coordination of redevelopment activities shall be assured by incentives and a site review process." (Part V, "Proposed Land Use", Page 18 of Exhibit A of the Downtown CRP).

Among the authorized "Proposed Redevelopment Actions" contained in Part VII of Exhibit A of the Downtown CRP are: (1) cooperation with other public agencies (such as the City) to achieve the purpose of redevelopment; and (2) recommending the public improvements and infrastructure necessary to implement the Downtown CRP. In fact, "Urban Core Streetscape Improvements" are a specific redevelopment project identified in Part XX.G of Exhibit B to the Downtown CRP (pages 43-44), and tax increment funds are identified as a potential source of funding for that redevelopment project. Likewise, tax increment funds and financing are identified as source of funding community redevelopment in the Downtown CRA including infrastructure improvements (Part VIII, "Redevelopment Financing Methods", page 55 of Exhibit A of the Downtown CRP).

2.2.3 Ybor City 2 CRA. The adopted Community Redevelopment Plan for the Ybor City 2 CRA (the "Ybor City 2 CRP") recognizes that aging and deteriorated public infrastructure including water, sewer, stormwater, streetlighting, and solid waste disposal and collection are all part of the blighted conditions affecting the Ybor City 2 CRA (Part VII, "Need for Redevelopment", page 20 of the Ybor City 2 CRP). In addition, traffic congestion, parking, pedestrian access and lack of sidewalks are also cited as blighting conditions affecting the Ybor City 2 CRA (Part VII, "Need for Redevelopment", page 20 of the Ybor City 2 CRP). Consequently, the Ybor City 2 CRP identifies appropriate streetscape design and the continued improvement and replacement of public infrastructure as two (2) of the key measures required to implement the Ybor City 2 CRP (Part VIII, "Redevelopment Plan", "Implementation Measures" on page 24 of the Ybor City 2 CRP). In fact, this section of the Ybor City 2 CRP expressly states that the condition of each street, the lack of sidewalks and streetlighting, and the need for improved water, sewer and stormwater facilities should be evaluated and addressed (Part VIII, "Redevelopment Plan", "Implementation Measures" on page 25-26 of the Ybor City 2 CRP). Finally, the Ybor City 2 CRP recognizes that tax increment funds or financing constitute a potential funding source in order to implement the Ybor City 2 CRP and as a tool to encourage private investment in the Ybor City 2 CRA (Part IX, "Development", Page 33 of the Ybor City 2 CRP).

2.2.4 CDD. The CDD has the necessary legal authority to plan, permit, construct, and maintain and/or enter contracts with third parties (public and private) for the planning, construction, permitting and maintenance of the CRA Related Infrastructure Improvements, pursuant to Chapter 190, Florida Statutes, and City Ordinance No. 2024-14. In addition, the CDD covenants that it has or will have the financial capacity to pay for the complete cost of any CRA Related Infrastructure Improvements identified in this Agreement prior to: (a) its construction and conveyance to the City or other public entity responsible for owning and maintaining that particular CRA Related Infrastructure Improvement; and (b) seeking reimbursement from the Agency for a portion of the cost of the completed CRA Related Infrastructure Improvement pursuant to the terms of this Agreement. Based on the foregoing, the City hereby expressly consents to the CDD performing the obligations of Developer arising from the Development Agreement as they relate to the Infrastructure Improvements; however this does not release the Developer from its obligations under the Development Agreement or constitute an assignment of the Development Agreement.

2.3 Intentionally Deleted.

2.4 City. Pursuant to Sections 163.358 and 163.385, Florida Statutes, the City agrees to adopt a resolution, if required, formally authorizing the Agency to undertake the obligations of the Agency under this Agreement to the extent the same are deemed to constitute a bond or pledge by the Agency, it being expressly understood and agreed, however, that the obligations of the Agency under this Agreement are not and shall not be considered an obligation or indebtedness of the City, and the CDD shall include language set forth in Section 6.9 below in connection with any debt issued by the CDD. The City, Agency and CDD also acknowledge and agree that this Agreement constitutes the "CRA Funding Agreement" described in Section 4.1.6 of the Development Agreement, and as of the Effective Date, all conditions precedent set forth in Section 4.1 of the Development Agreement have been satisfied. In connection therewith, the City expressly agrees that the CDD may undertake the planning, permitting and construction or installation of the Infrastructure Improvements; provided, however, the Developer is not released by the City from any of its obligations under the Development Agreement, and this provision shall not be construed as an amendment to or assignment of the Development Agreement or consent by the City to an assignment of the Development Agreement.

2.5 Intentionally Deleted.

2.6 Confirmation. Based on the foregoing statements contained in sections 2.1 through and including 2.5, the City, Agency, and CDD agree and confirm that this Agreement is in compliance with both the Florida Community Redevelopment Act, as amended, and the adopted Community Redevelopment Plan for each of the Subject CRAs, Chapter 190, Florida Statutes, and the Development Agreement for the Project. It is also agreed that the expenditure of funds for the construction of the CRA Related Infrastructure Improvements is a proper expenditure of public funds since the CRA Related Infrastructure Improvements will constitute public infrastructure for the benefit of the City and the general public.

3. Representations and Warranties.

3.1 Validity of Documents. All actions by the CDD requisite for the due authorization, creation, issuance, execution and delivery of this Agreement, and any other document with respect to the design, permitting and construction of the CRA Related Infrastructure Improvements, has been or will be duly and effectively taken, and each such document shall constitute a legal and binding obligation of, and is valid and enforceable against the CDD in accordance with the terms thereof.

3.2 Compliance with All Applicable Laws and Requirements. The design, permitting, funding, construction, and operation of the CRA Related Infrastructure Improvements by the CDD shall comply with laws, rules, regulations, codes and ordinances of the City applicable to the Project, including permitting requirements and authorizations required or issued by any governmental authority including federal, state, regional and county agencies or authorities (collectively, "Applicable Law").

3.4 Authority and Accuracy. Each Party to this Agreement represents and warrants to the other Parties that it has the requisite legal authority to enter into this Agreement and to perform the obligations required of it under this Agreement. In addition, each Party to this Agreement represents and warrants to the other Parties, the accuracy of all statements and representations made by it in this Agreement.

3.5 Additional Information Submitted by CDD. Any and all information, reports, papers, requests, and other data (including, without limiting the generality of the foregoing, any and all

budgets and disbursement requests related to the CRA Related Infrastructure Improvements that are subject to a reimbursement request to the Agency by or on behalf of CDD), are, or when delivered will be, true and correct in all material respects. In addition, all financial data have been, or when delivered will have been, prepared in accordance with Governmental Accounting Standards Board standards consistently applied and fully and accurately present, or will present, the financial condition of the subjects thereof as of the dates thereof; and with respect to the financial data heretofore furnished, no materially adverse change has occurred in the financial condition reflected therein since the dates thereof.

3.6 Recognition of Agency. The contribution by the Agency and the board members that comprise it as to the funding of the CRA Related Infrastructure Improvements will be recognized by the CDD in connection with any construction signage erected on or within the Project. Permanent recognition of the Agency's contribution may also be required in a manner mutually agreed to by the Parties.

4. Reimbursement to the CDD for CRA Related Infrastructure Improvements by the Agency.

4.1 Phasing Plan. The Phasing Plan (defined in Section 7.1 of the Development Agreement) is attached hereto as Exhibit C and said Phasing Plan is expressly approved by the City. Both the City and the Agency will be relying on the accuracy of the approved Phasing Plan. Accordingly, changes to the approved Phasing Plan that materially affect the completion of the Infrastructure Improvements described therein or the timing and amount of reimbursement requests to the Agency shall require approval of both the City and the Agency.

4.2 Annual Meeting. The Parties agree to meet annually on or before June 1st of each year that this Agreement remains in effect to discuss the CRA Related Infrastructure Improvements that are under construction and/or are planned to be completed by the CDD during the upcoming fiscal year of the City and the Agency, which commences on October 1 of each year. The CDD will also provide the City and the Agency with cost estimates for such CRA Related Infrastructure Improvements that are proposed to be undertaken by CDD in the next following City fiscal year.

4.3 CRA Budget. Based upon the Phasing Plan and the annual meeting between the CRA, CDD and the City, the Agency budgets for the Subject CRAs approved for the upcoming fiscal year will provide funding to reimburse the CDD for completed CRA Related Infrastructure Improvements during that fiscal year subject to the reimbursement limits contained in Section 4.6 below and Exhibit D.

4.4 Conditions for Seeking Reimbursement for CRA Related Infrastructure Improvements. Exhibit G attached hereto and made a part hereof sets forth the specific components of Infrastructure Improvements that the CDD will construct in each of the Subject CRAs (as more fully described in the Infrastructure Agreement), and these specific components are defined herein as the "CRA Related Infrastructure Improvements". Subject to the reimbursement limits described in Section 4.6 below, the CDD shall only be entitled to seek reimbursement for the CRA Related Infrastructure Improvements from the tax increment revenue fund existing in the Subject CRA where a particular CRA Related Infrastructure Improvement is located. For example, if a particular CRA Related Infrastructure Improvement is located within the Downtown CRA, then a reimbursement request for that improvement from the CDD shall be payable solely from the tax increment trust funds for the Downtown CRA (so long as the limits contained in Section 4.6 and Exhibit D have not been exceeded),

and not from any of the other Subject CRAs, or any other CRA administered by the Agency, or the City. In addition, the CDD shall only be entitled to reimbursement for any of the CRA Related Infrastructure Improvements from the Agency after the following conditions have been satisfied:

4.4.1 For any CRA Related Infrastructure Improvement(s) for which the City is the entity that is ultimately responsible for ownership and maintenance, the CDD shall have submitted acceptable documentation to the Agency that the CRA Related Infrastructure Improvement(s) for which reimbursement is sought has/have been properly and lawfully permitted, constructed, completed, transferred to and accepted by the City. The Agency shall not be obligated to compensate the CDD for any CRA Related Infrastructure Improvement or portion thereof unless the City has agreed to accept the CRA Related Infrastructure Improvement in an incomplete or substantially completed condition. For any CRA Related Infrastructure Improvement(s) for which the City is not the entity ultimately responsible for ownership and maintenance, the CDD may also be required to submit documentation from that entity evidencing its approval or acceptance of the pertinent CRA Related Infrastructure Improvement(s) as a condition to obtaining reimbursement.

4.4.2 The City and any necessary Project party shall have entered into the CBA (defined below) for the Project, such Project parties shall certify that same are in compliance with said CBA;

4.4.3 The CDD shall have provided to City and Agency a fully-executed agreement between the CDD and the Developer wherein the CDD expressly agrees to construct the Infrastructure Improvements that arise from the Development Agreement including the CRA Related Infrastructure Improvements.

4.5 Reimbursement Process. CDD may deliver a reimbursement request to the Agency and the City (a "Reimbursement Request") which shall be deemed sufficient and complete by the Agency and the City if accompanied by: (i) a statement itemizing and describing the CRA Related Infrastructure Improvement costs within each of the Subject CRAs for which CDD is seeking reimbursement, certified by the CDD District Engineer, together with appropriate back-up documentation verifying the same; (ii) a statement certified by CDD District Counsel that the amount set forth in the Reimbursement Request complies with the limits set forth in Section 4.6 and Exhibit D of this Agreement, together with documentation confirming the amount of tax increment revenue generated from the portion of the CDD Property located in each of the Subject CRA(s) covered by the Reimbursement Request; (iii) a link to download electronic copies of as-built surveys, as applicable of the CRA Related Infrastructure Improvements (or portions or components thereof) described in the Reimbursement Request; (iv) a list of the issued City permit numbers that cover the component of CRA Related Infrastructure Improvements described in the Reimbursement Request; and (v) confirmation from the City or responsible entity that it has accepted the CRA Related Infrastructure (or component part or phase) described in the Reimbursement Request.

4.6 Reimbursement Limits.

The Parties agree that in no event shall the Agency's total obligation to reimburse the CDD for all of the CRA Related Infrastructure Improvements in each of the Subject CRAs exceed the amounts set forth on Exhibit D attached hereto and made a part hereof by this reference, which sets forth the maximum reimbursement amount for **all** CRA Related Infrastructure Improvement in each of the Subject CRAs. In addition, it is agreed that:

4.6.1 Annually, the Agency's reimbursement obligation shall not exceed: (i) the amount of tax increment revenue then generated by the Project in the Subject CRAs from which the reimbursement is sought as of the date of the reimbursement request by CDD, *less* (ii) any reimbursements previously remitted by Agency to CDD in the Subject CRAs from which the reimbursement is sought as of the date of the reimbursement request by CDD.

4.6.2 If the annual reimbursement request amounts for CRA Related Infrastructure Improvements in a Subject CRA exceed the annual limits contained in Section 4.6.1 above (a "Shortfall"), the CDD may seek reimbursement for the amount of the Shortfall when the Subject CRA has recognized an amount of tax increment revenue in the applicable Subject CRA arising from the Project property therein that equals or exceeds the Shortfall arising from the reimbursement request for the applicable Subject CRA. CDD will accrue Shortfall credits on a cumulative basis if a Shortfall exists in more than one year.

4.6.3 In addition, the CDD may request that the Agency consider a Reimbursement Request in the Downtown CRA, only, that exceeds the limitations contained in Section 4.6.1 despite the occurrence of a Shortfall; provided, however, any Reimbursement Request for CRA Related Infrastructure Improvements in the Downtown CRA in excess of the limitations contained in Section 4.6.1 must be expressly approved by the Agency board and may only be considered if the Downtown CRA has uncommitted tax increment funds for such fiscal year.

4.6.4 The Agency shall not be required to fund any Reimbursement Request until after October 1, 2025, which is the beginning of the Agency's 2026 fiscal year.

4.7 Warranty. Prior to, and as a specific condition of acceptance of all or any of the CRA Related Infrastructure Improvements, the CDD shall provide the City with a warranty regarding the applicable CRA Related Infrastructure Improvements, together with any other security as may be required in connection with the warranty of said improvements pursuant to Applicable Law, which expressly includes the warranty amount required for infrastructure improvements under the City's subdivision code and regulations. The warranty shall be in a form and content acceptable to the City and shall at a minimum provide that (i) all materials used are new and of good quality, free from defect; (ii) that the CDD warrants the construction and operation of the Infrastructure Improvements for twelve (12) months from their acceptance by the City; and (iii) that the CDD shall repair any defects in the Infrastructure Improvements discovered by the City during such 12 months provided that such defects were not caused by the City's sole negligence.

5. **Community Benefits Agreement**. Notwithstanding any provision herein to the contrary, the Agency shall not be under any obligation to reimburse the CDD for any of the CRA Related Infrastructure Improvements until the community benefits agreement ("CBA") for the Project has been executed and approved in accordance with sections 2-850 through and including 2-856 of the City Code.

6. **Miscellaneous**.

6.1 Time of the Essence. Time is of the essence with respect to this Agreement.

6.2 Authority of the Agency Director. Whenever this Agreement requires or provides for approval of a reimbursement request, and information, instruments, or documents

submitted in support of such a reimbursement request are provided in accordance with this Agreement, the Agency Director is hereby authorized to act on behalf of the Agency, and the CDD may rely on written approval or direction issued by the Agency Director. However, if a request from the CDD requires an amendment to this Agreement or if this Agreement expressly requires the approval of the Agency Board, then a motion approved by a majority of the Agency board will be required.

6.3 Estoppel Statements. No more than once a year, except in the case of a financial closings related to the Project or with respect to any sales of properties related to the Project, within thirty (30) days following request from a Party hereto, the other Party shall deliver a statement executed and acknowledged by such other Party, in form reasonably satisfactory to the requesting Party, stating to the best of such other Party's knowledge whether either Party hereto is in default hereunder and such other information as the requesting Party may reasonably request.

6.4 Controlling Law; Venue. This Agreement, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida with venue being in Hillsborough County, Florida.

6.5 Entire Agreement; Severability; Captions. This writing embodies the entire agreement and understanding between the parties hereto; and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, waiver or modification of the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto after approval by the governing body of each of the Parties. This Agreement by and between the Parties hereto supersedes all prior agreements, written or oral relating to the subject matter hereof; provided, however, that the Development Agreement and Infrastructure Agreement remain in full force and effect. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted; but such omission shall not invalidate the remaining provisions of this Agreement. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, nor describe the scope of this Agreement, nor the intent of content of any provision contained herein.

6.6 Equal Employment Opportunity and Non-Discrimination. In connection with the execution of this Agreement, the CDD (or its contractors, subcontractors or suppliers of any tier) will not discriminate against employees or applicants for employment because of race, religion, color, sex, age, familial status, marital status, physical disability, sexual orientation, or national origin. The CDD will take affirmative actions to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, color, sex, age, familial status, marital status, physical disability, sexual orientation, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, transfer, layoff, termination and rates of pay and other forms of compensation, training programs and selection for training, apprenticeship, recruitment or recruitment advertising, and employment goals. In addition, the CBA will obligate the CDD or any entity acting on behalf of the CDD to comply with both the women and minority business enterprise ("WMBE") and small local business enterprise ("SLBE") requirements contained in Chapter 26.5 of the City Code in the selection of contractors, subcontractors or suppliers in connection with the CRA Related Infrastructure Improvements, or such other WMBE and SLBE minimum requirements as may be agreed upon in the CBA.

6.7 Public Records. The Parties each agree to comply with Florida's Public Records Laws in connection with this Agreement, and specifically will: (1) keep and maintain public records that are required to be or ordinarily and necessarily would be required for the construction of the CRA Related Infrastructure Improvements; (2) provide the public with access to such public records in accordance with and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, including, but not limited to, Section 288.075 Florida Statutes; and (4) meet all requirements for retaining public records.

IF A PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY ATTORNEY AT 813 274-8996, CARL.BRODY@TAMPAGOV.NET, AND MAILING ADDRESS OF OFFICE OF THE CITY ATTORNEY, OLD CITY HALL, 5TH FLOOR, 315 E. KENNEDY BLVD., TAMPA, FL 33602.

6.8 Term. This Agreement shall expire as to the reimbursement obligation of the Agency for the portion of the CRA Related Infrastructure Improvements in a Subject CRA, upon the earlier of (a) the payment by the Agency for the completed CRA Related Infrastructure Improvements within a Subject CRA up to the maximum reimbursement limits contained in Exhibit D, or (b) the termination of that Subject CRA. Additionally, this Agreement shall automatically terminate in its entirety upon the earlier of (x) complete payment for the completed CRA Related Infrastructure Improvements in all of the Subject CRAs (up to the maximum reimbursement limits contained in Exhibit D), or (y) immediately upon the expiration of the last expiring Subject CRA. There will be no obligation on the part of either the Agency or the City to reimburse the CDD for any CRA Related Infrastructure Improvements located within one of the Subject CRAs after that Subject CRA has terminated.

6.9 CDD Debt. If the CDD issues any debt, notes or bonds to finance the construction of the CRA Related Infrastructure Improvements, any offering memorandum or note offered or executed in connection therewith shall contain a legend in substantially the following form:

"THE [BONDS, QUALIFIED NOTES, INDEBTEDNESS] OF THIS ISSUE DO NOT CONSTITUTE A DEBT OR OBLIGATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, THE CITY OF TAMPA, FLORIDA, THE STATE OF FLORIDA OR ANY OTHER GOVERNMENTAL OR TAXING ENTITY OTHER THAN THE GAS WORX COMMUNITY DEVELOPMENT DISTRICT. THE ONLY OBLIGATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA IS TO REIMBURSE THE GAS WORX COMMUNITY DEVELOPMENT DISTRICT FOR CERTAIN COMPLETED PUBLIC INFRASTRUCTURE IMPROVEMENTS PURSUANT TO AND SUBJECT TO THE CONDITIONS AND LIMITATIONS CONTAINED IN THAT CERTAIN INTERLOCAL AGREEMENT BY AND BETWEEN THE GAS WORX COMMUNITY DEVELOPMENT DISTRICT, THE CITY OF TAMPA, FLORIDA, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA. NO TAX INCREMENT REVENUES ARE PLEDGED TO REPAY ANY BONDS ISSUED FOR THE CONSTRUCTION OF SAID PUBLIC INFRASTRUCTURE IMPROVEMENTS."

6.10 Default. Each of the Parties to this Agreement shall give the other Parties written notice of any default under this Agreement and shall allow the defaulting Party thirty (30) days from its receipt of such notice within which to cure any such default or, if it cannot be cured within said thirty (30)

day period, to commence and thereafter diligently pursue to completion such cure and to thereafter notify the other Parties of the actual cure of any such default.

6.11 Limitations on Liability. Nothing in this Agreement shall be deemed or construed as a waiver of any privilege, immunity or other protection which may be available to the City, the Agency or the CDD under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes, or other statute. Nothing in this Agreement shall inure to the benefit of a third party for the purpose of allowing any claim, which would otherwise be barred by the Doctrine of Sovereign Immunity or by operation of law. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a personal covenant, stipulation, obligation or agreement of any present or future members of the governing body of the Agency, City or the CDD in its, his, hers or their individual capacity. Neither the members of the governing body of the Agency, the City or the CDD nor any official executing this Agreement shall be liable personally for any matter relating to this Agreement or for the approval and execution of this Agreement.

6.12 No Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship among or between the Parties under the laws of Florida, or any other state or the federal government.

6.13 Notices. All notices, demands, requests for approvals, reports, or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or facsimile, or electronic mail or by courier service, or by hand delivery to the office of each party indicated below, with evidence of delivery of the same, and addressed as follows:

For the City:	City of Tampa Attn: Administrator Development & Econ. Opportunity 306 E. Jackson St., 8th Floor Tampa, Florida 33602 Email: abbye.feeley@tampagov.net
With a copy to:	City of Tampa Attn: City Attorney 315 E. Kennedy Blvd. Tampa, Florida 33602 Email: andrea.zelman@tampagov.net morris.massey@tampagov.net
For the Agency:	City of Tampa Attn: Agency Director 306 E. Jackson Street, 2nd Floor North Tampa, Florida 33602 Email:
With a copy to:	City of Tampa Attn: Clifford B. Shepard SHEPARD, SMITH,

HAND & BRACKINS, P.A.
2300 MAITLAND CENTER PKWY, STE 100
MAITLAND, FL 32751
Email: cshepard@shepardfirm.com

For the CDD:

Gasworx Community Development District
Attn: District Administrator
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Email: brian.lamb@inframark.com

With a copy to:

Gasworx Community Development District
Attn: District Counsel
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Email: vbabbar@srvlegal.com

6.14 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all of the Parties have contributed substantially and materially to the preparation and review of this Agreement.

6.15 Assignment. This Agreement shall not be assigned by any Party without the written consent of all the Parties hereto, after approval by each of the Parties' governing board.

6.16 Attorney's Fees and Costs. In any claim or controversy arising out of or relating to this Agreement, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

6.17 Conflict. In the event of any conflict exists between the terms set forth in this Agreement or in any of the documents that are exhibits to this Agreement, the terms and provisions set forth in this Agreement shall prevail.

6.18 Effective Date and Recordation. Pursuant to Section 163.01(11), Florida Statutes, the "Effective Date" of this Agreement shall be the date that a fully executed counterpart of this Agreement is filed for recordation in the Public Records maintained by the Clerk of the Court for Hillsborough County, Florida. Likewise, no modification or amendment to or assignment of this Agreement shall be effective unless in writing, approved by the governing bodies of each of the Parties hereto, executed by each of the Parties, and filed for recordation in the Public Records maintained by the Clerk of the Court for Hillsborough County, Florida.

6.19 Counterparts. This Agreement may be signed in any number of counterparts each of which, when signed and delivered, shall be an original and such signed counterparts when taken together shall constitute one and the same instrument. An electronic copy of the signed Agreement is sufficient for the purposes of enforcing the terms of the Agreement.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA

By: _____
Gwendolyn Henderson, Agency Chair

Date Signed: 3/27/2025

ATTEST:

By: Shirley Foxx-Knowles
Shirley Foxx-Knowles, Agency Secretary

APPROVED AS TO FORM:

By: E/S

Clifford B. Shepard, Agency Attorney

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 27th day of March, 2025, by Gwendolyn Henderson, as CRA Chair of City of Tampa CRA, a dependent special district of the City ("CRA"), on behalf of CRA, who is personally known to me or has produced _____ as identification.

CHARLINE MARIE SOTO QUINTANA
Notary Public - State of Florida
Commission # HH 347306
My Comm. Expires Jan 8, 2027
Bonded through National Notary Assn.

(Notary Seal)

Charline Marie Soto Quintana
Notary Public – (Signature)
Print Name: Charline Marie Soto Quintana
My Commission Expires: Jan. 8, 2027

[SIGNATURE PAGE FOLLOWS]

CHARLINE MARIE SOTO QUINTANA
Notary Public - State of Florida
Commission # HH 347306
My Comm. Expires Jan 8, 2027
Bonded through National Notary Assn.

CHARLINE MARIE SOTO QUINTANA
Notary Public - State of Florida
Commission # HH 347306
My Comm. Expires Jan 8, 2027
Bonded through National Notary Assn.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

CITY OF TAMPA, FLORIDA

By: Jane Castor

Jane Castor, Mayor

Date Signed: 3/19/25

ATTEST:

By: Shirley Foxx-Knowles

Shirley Foxx-Knowles, City Clerk

APPROVED AS TO FORM:

By: [signature]

Morris C. Massey, Deputy City Attorney

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of X physical appearance or ☐ online notarization, this 19th day of March, 2025, by Jane Castor as MAYOR of City of Tampa, a Florida Municipal corporation ("C.T."), on behalf of City, who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Conchi I Tilton
My Commission HH 148860
Expires 09/06/2025

(Notary Seal)

Conchi I. Tilton

Notary Public – (Signature)
Print Name: Conchi I. Tilton
My Commission Expires: 9/6/25

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

GASWORX COMMUNITY DEVELOPMENT DISTRICT

By: _____
Darryl Shaw, Chairman

Date Signed: 2/4/2025

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical appearance or ☐ online notarization, this 4 day of February, 2025, by Darryl Shaw, as Chairman of the GASWORX COMMUNIT DEVELOPMENT DISTRICT, a Delaware LLC ("Gasworx CDD"), on behalf of himself, and the CDD who is personally known to me.

JENNIFER DAVIS
Notary Public - State of Florida
Commission # HH 451565
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.
(Notary Seal)

Jennifer Davis
Notary Public – (Signature)
Print Name: Jennifer Davis
My Commission Expires: 10/05/2027

[SIGNATURE PAGE FOLLOWS]

EXHIBIT LIST

EXHIBIT A-1	Legal Description of CDD Property
EXHIBIT B	Reserved
EXHIBIT C	Phasing Plan
EXHIBIT D	Reimbursement Limits
EXHIBIT E	Reserved
EXHIBIT F	Reserved
EXHIBIT G	Infrastructure Improvements

EXHIBIT A-1

LEGAL DESCRIPTION OF CDD PROPERTY IS ON THE FOLLOWING TWO PAGES

Exhibit A

Description Sketch

SOUTH YBOR COMMUNITY DEVELOPMENT DISTRICT PARCEL

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 16, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, as recorded in Plat Book 1, Page 10, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 24, as recorded in Plat Book 12, Page 27, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 25, as recorded in Plat Book 11, Page 88, also being a portion of ALL alleys as shown on the aforesaid plats, also being a portion of the rights-of-way for E. 2nd AVENUE (Louisiana Avenue per plat), E. 3rd AVENUE (Alabama Avenue per plat), E. 4th AVENUE (Tennessee Avenue per plat), MISSISSIPPI AVENUE, N. 12th STREET, PEARL STREET, CHANNELSIDE DRIVE (Elizabeth Street per plat), and N. 14th STREET (Missouri Street per plat), also being a portion of the Vacated Rights-of-way for said MISSISSIPPI AVENUE, and E. 3rd AVENUE (Alabama Avenue per plat), per City of Tampa Ordinance No. 2022-148, and also being a portion of Vacated Railroad Right-of-way, as recorded in Official Records Book 7528, Page 1507, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 16, run thence along the East boundary of said Southwest 1/4 of Section 16, S.00°16'10"W., a distance of 480.21 feet; thence N.89°44'50"W., a distance of 27.09 feet to the Southeast corner of Lot 14, Block 37, of the aforesaid J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, said point also being the POINT OF BEGINNING; thence along the intersection right-of-way for the aforesaid E. 4th AVENUE, S.00°51'49"W., a distance of 58.74 feet, to the Northeast corner of Lot 1, Block 38, of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 38, S.00°37'26"W., a distance of 200.03 feet, to the Southeast corner of Lot 10, said Block 38; thence along the intersection right-of-way for the aforesaid E. 3rd AVENUE, S.00°48'02"W., a distance of 59.90 feet, to the Northeast corner of Lot 1, Block 39, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 39, S.00°21'14"W., a distance of 200.04 feet, to the Southeast corner of Lot 10, said Block 39; thence along the intersection right-of-way for the aforesaid E. 2nd AVENUE, S.00°16'11"W., a distance of 59.88 feet, to the Northeast corner of Lot 1, Block 40, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 40, and the Southerly extension thereof, S.00°03'44"W., a distance of 250.09 feet, to a point on the North right-of-way line of ADAMO DRIVE (State Road No. 60); thence along said North right-of-way line, N.89°40'40"W., a distance of 782.38 feet; thence along the intersection right-of-way for the aforesaid CHANNELSIDE DRIVE, S.89°51'27"W., a distance of 100.44 feet, to a point on the Southerly boundary of Vacated Railroad Right-of-way, as recorded in Official Records Book 7528, Page 1507, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, and the Westerly boundary there, the following six (6) courses: 1) N.89°41'30"W., a distance of 199.95 feet; 2) S.00°11'23"W., a distance of 3.05 feet; 2) Westerly, 243.23 feet along the arc of a non-tangent curve to the left having a radius of 901.25 feet and a central angle of 15°27'46" (chord bearing S.76°47'55"W., 242.49 feet); 3) Southwesterly, 171.29 feet along the arc of a non-tangent curve to the left having a radius of 1324.34 feet and a central angle of 07°24'38" (chord bearing S.67°22'23"W., 171.17 feet); 4) N.28°10'34"W., a distance of 59.93 feet; 5) N.64°08'16"E., a distance of 22.96 feet; 6) N.51°34'50"W., a distance of 155.13 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37); thence along said Southeasterly boundary, the following six (6) courses: 1) N.39°39'08"E., a distance of 101.29 feet; 2) S.51°52'51"E., a distance of 15.78 feet; 3) N.41°04'32"E., a distance of 452.31 feet; 4) N.39°21'23"E., a distance of 180.75 feet; 5) Northeasterly, 372.69 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 12°06'28" (chord bearing N.45°25'33"E., 372.00 feet); 6) Northeasterly, 508.68 feet along the arc of a non-tangent curve to the right having a radius of 1569.65 feet and a central angle of 18°29'39" (chord bearing N.57°34'40"E., 504.46 feet), to a point on the East boundary of Block 27, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along said East boundary, and the Southerly extension thereof, S.00°24'07"W., a distance of 92.09 feet, to the Northeast corner of Lot 1, Block 26, of said LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the intersection right-of-way for E. 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, S.89°40'15"E., a distance of 49.87 feet, to a point on the East right-of-way line of the aforesaid N.14th STREET; thence along said East right-of-way line, S.00°16'10"W., a distance of 200.36 feet, to a point on the North right-of-way line of the aforesaid E. 4th AVENUE; thence along said North right-of-way line, S.89°29'54"E., a distance of 353.63 feet to the POINT OF BEGINNING.

Containing 25.969 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 8 and 9, of MARYLAND AVENUE SUBDIVISION, according to the plat thereof as recorded in Plat Book 41, Pages 71-1 through 71-3, of the Public Records of Hillsborough County, Florida.

Containing 4.996 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 4 through 7, inclusive, Block 38, and that portion of the 10 foot wide alley lying between said Lots 4 and 5 and said Lots 6 and 7, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

Containing 0.650 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: Lots, 2, 3, 4, 5, 6, 7, 8 and 9, in Block 39, of LESLEY'S SUBDIVISION, according to Plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; LESS the East 30 feet of Lots 2 and 9; TOGETHER WITH that certain alley lying between Lot 2, less the East 30 feet thereof and Lots 3, 4 and 5 on the North and Lots 6, 7, 8 and 9, less the East 30 feet of Lot 9, on the South, which alley runs East and West through Block 39 of said subdivision.

Containing 1.153 acres, more or less.

ALTOGETHER containing 29.162 acres, more or less.

PROJECT: South Ybor C.D.D.			Prepared For: Rite Site Consulting, LLC
PHASE: SKETCH & DESCRIPTION			
DRAWN: JMG	DATE: 11/28/22	CHECKED BY: JMG	

REVISIONS

DATE	DESCRIPTION	DRAWN BY

NOT A SURVEY

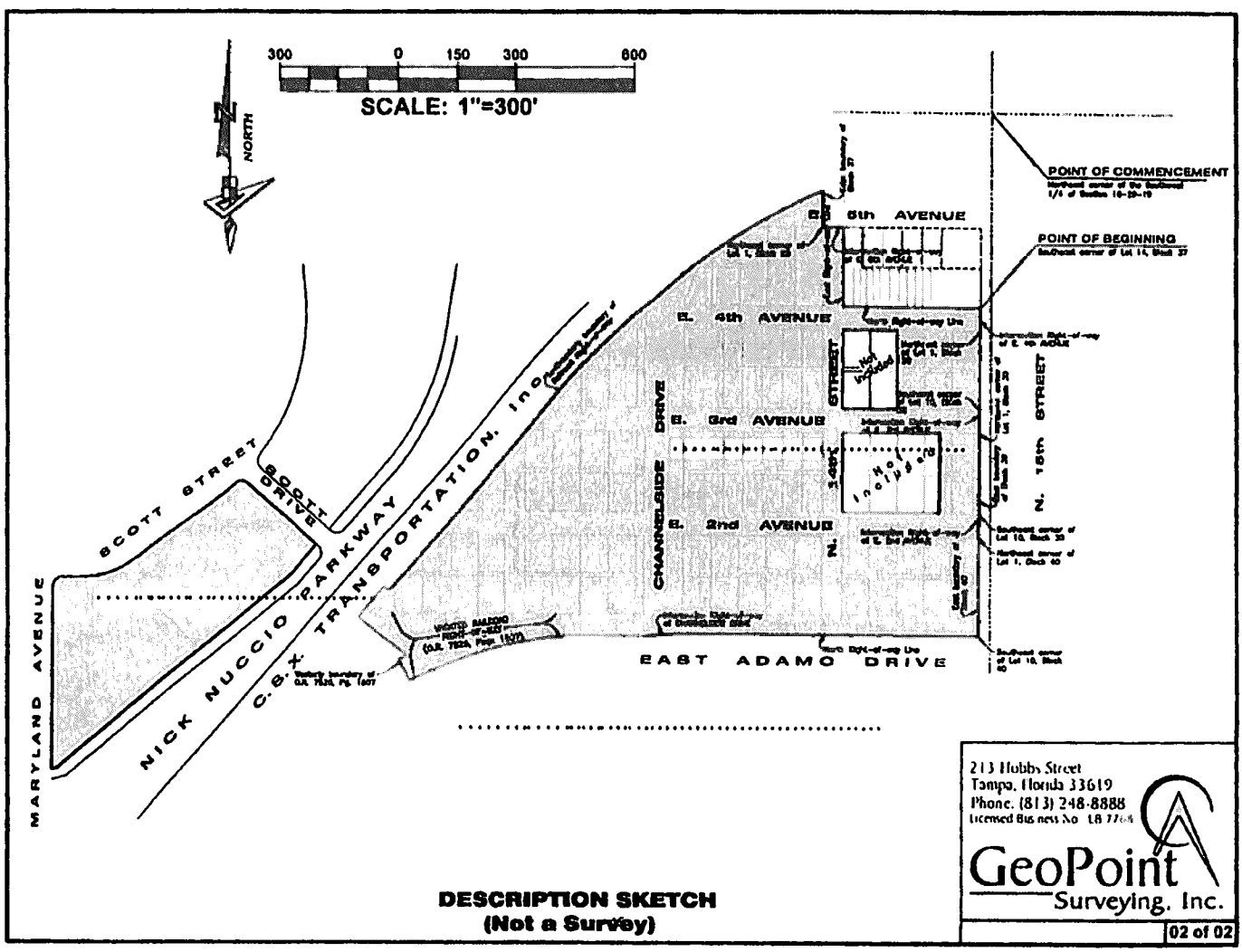
JACK M. GREENE
6506
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

Jack M. Greene
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

FILE PATH: P:\SOUTH YBOR\SURVEY\CDD PL.DWG LAST SAVED BY: JACK3



213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No. LB 7764

GeoPoint Surveying, Inc.

DESCRIPTION SKETCH
(Not a Survey)

EXHIBIT B

RESERVED

EXHIBIT C

PHASING PLAN IS LOCATED ON THE FOLLOWING PAGE

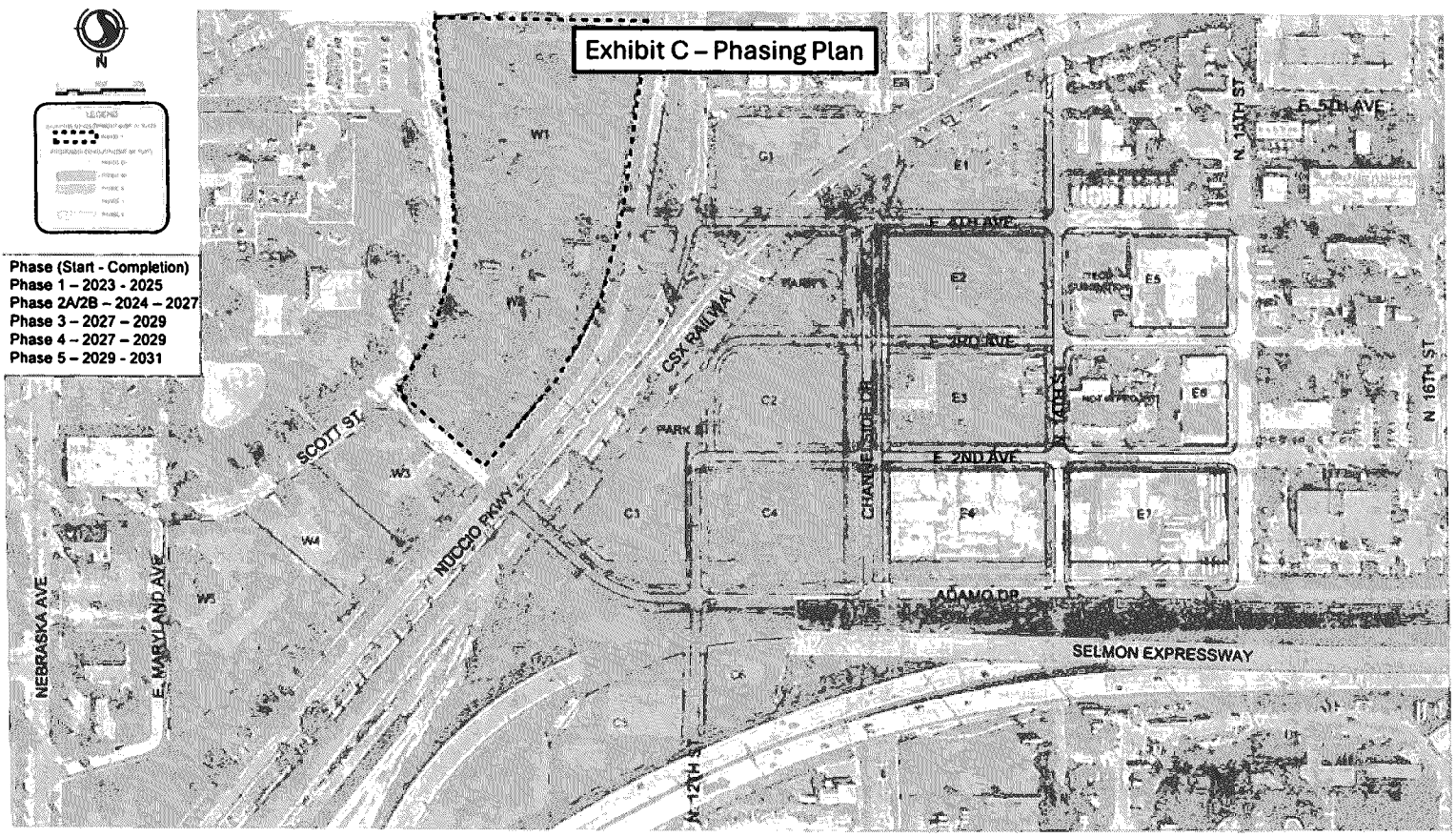


Exhibit C – Phasing Plan
N
Phase (Start - Completion)
Phase 1 – 2023 - 2025
Phase 2A/2B – 2024 – 2027
Phase 3 – 2027 – 2029
Phase 4 – 2027 – 2029
Phase 5 – 2029 - 2031
W1
W2
W3
W4
W5
C1
C2
C3
C4
E1
E2
E3
E4
E5
E6
E7
E8
E9
E 5TH AVE
E 4TH AVE
E 3RD AVE
E 2ND AVE
N 15TH ST
N 16TH ST
N 14TH ST
N 12TH ST
CHANNELSIDE DR
PARK ST
CSX RAILWAY
SCOTT ST
NICCIO PKWY
NEBRASKA AVE
E MARYLAND AVE
ADAMO DR
SELMON EXPRESSWAY

EXHIBIT D

TOTAL MAXIMUM REIMBURSEMENT LIMITS FOR THE SUBJECT CRAs

Subject CRA	Reimbursement Limit
Central Park	$3,599.028.00
Downtown	$14,927,498.00
Ybor City 2	$13,781,342.00
TOTAL	**$32,307,868.00**

[END OF EXHIBIT D]

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

CRA RELATED INFRASTRUCTURE IMPROVEMENTS

Central Park CRA Infrastructure Improvements

- Relocation of approximately 3,295 feet of subsurface TECO Peoples Gas high-pressure gas main.
- Relocation of approximately 900 feet of 24" public water line.
- Extension of approximately 1,000 feet of 4" public sanitary sewer (force main).
- Facilitate restoration of original street grid pattern by constructing approximately 400' of the western extension of East 4th Avenue between Nuccio Parkway and Scott Street.
- Improve East 4th Avenue for pedestrian, bicycle and vehicular traffic, including construction of approximately 800 feet of new sidewalks.

Downtown CRA Infrastructure Improvements

- Relocation of approximately 730 feet of subsurface TECO Peoples Gas main and regulators.
- Construction of approximately 1,270 feet of new public water line.
- Construction of approximately 740 feet of new public sanitary sewer.
- Construction of approximately 600 feet of new public stormwater sewer.
- Underground 400 feet of overhead TECO transmission and distribution lines.
- Facilitate grid restoration through construction of multiple, new roadways, to include:
  - Extension of East Scott Drive approximately 480 feet between Nuccio Parkway and new East 1st Avenue.
  - Extension of East 2nd Avenue approximately 375 feet between Channelside Drive and 12th Street.
  - Extension of 12th Street approximately 275 feet between new East 1st Avenue and East 2nd Avenue.
  - Construction of new East 1st Avenue approximately 325 feet between Channelside Drive and 12th Street
- Reconstruction of west half of Channelside Drive approximately 500 feet between Adamo Drive and new Paseo (3rd Avenue).
- New CSX rail crossing on East 1st Avenue.
- Construct pedestrian street known as The Paseo along vacated portion of East 3rd Avenue between Channelside Drive and CSX right of way.
- Construction of 10' wide multi-use trail along CSX railway that will intersect with City's green spine and connect to the Selmon Greenway.

Ybor City 2 CRA Infrastructure Improvements

- Extension of approximately 730 feet of new public water line.
- Extension of approximately 1170 feet of new public sanitary sewer.
- Underground 350 feet of overhead TECO transmission and distribution lines.
- Reconstruction of approximately 350 feet of East 4th Avenue between Channelside Drive and 14th Street, including addition of sidewalks and streetscape per the Gasworx Design Guidelines.

- Reconstruction of approximately 400 feet of 14th Street between East 4th Avenue and East 2nd Avenue, including addition of sidewalks and streetscape per the Gasworx Design Guidelines.
- Reconstruction of east half of Channelside Drive approximately 770 feet between Adamo Drive and East 4th Avenue per the Gasworx Design Guidelines.
- Facilitate grid restoration through extension of East 4th Avenue approximately 150 feet and the removal of roundabout at Channelside Drive.
- Subject to obtaining lease agreement with City, construct public park in location of former roundabout.
- Construct approximately 350 feet of pedestrian street, known as The Paseo, along vacated portion of East 3rd Avenue between Channelside Drive and 14th Street.
- Construction of TECO Streetcar stop on Channelside Drive.

[END OF EXHIBIT G]

Fourth Order of Business

4C

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GAS WORX COMMUNITY DEVELOPMENT DISTRICT APPROVING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE DISTRICT'S SERIES 2024 CAPITAL IMPROVEMENT REVENUE BONDS; SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2025 SPECIAL ASSESSMENT BONDS; ADOPTING THE SUPPLEMENTAL ENGINEER'S REPORT; ADOPTING THE FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("**Board**") of the Gas Worx Community Development District (the "**District**") issued its $40,600,000 Special Assessment Bonds, Series 2025 (the "**Series 2025 Bonds**") to finance certain public improvements (the **"Series 2025 Project"**);

WHEREAS, the District desires to approve and confirm the execution of all documents, instruments and certificates in connection with the Series 2025 Bonds, which are on file with the District Manager, (the "**Bond Documents**") and to confirm the issuance of the Series 2025 Bonds;

WHEREAS, the Series 2025 Bonds will be repaid by special assessments on the benefited property within the District;

WHEREAS, the District previously levied master special assessments in accordance with the terms outlined in the Master Assessment Methodology Report dated August 28, 2024, and adopted pursuant to Resolution No. 2024-34 (the "**Assessment Resolution**"), equalizing, approving, confirming and levying special assessments on certain property within the District, which resolution is still in full force and effect;

WHEREAS, now that the final terms of the Series 2025 Bonds have been established, it is necessary to approve the Final First Supplemental Assessment Methodology Report dated May 1, 2025 (the "**Supplemental Assessment Report**"), and attached hereto as **Exhibit A**; and the Master Report of the District Engineer dated August 28, 2024, as amended (the "**Supplemental Engineer's Report**") attached hereto as **Exhibit B.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Authority for this resolution**. This Resolution is adopted pursuant to Chapters 170, 190, and 197 Florida Statutes.

2. **Findings**. The Board hereby finds and determines as follows:

    a. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

    b. The Supplemental Engineer's Report is hereby approved and ratified.

    c. The Series 2025 Project will serve a proper, essential, and valid public purpose.

d. The Series 2025 Project will specially benefit the developable acreage located within the District as set forth in the Supplemental Engineer's Report. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2025 Project to be financed with the Series 2025 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution, and this Resolution.

e. The Series 2025 Bonds will finance the construction and acquisition of a portion of the Series 2025 Project.

f. The Supplemental Assessment Report is hereby approved and ratified.

3. **Ratification of the Execution of the Bond Documents**. The execution of the Bond Documents by the officials of the District are hereby ratified and confirmed.

4. **Assessment Lien for the Series 2025 Bonds**. The special assessments for the Series 2025 Bonds shall be allocated in accordance with the Supplemental Assessment Report.

5. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. **Conflicts**. This Resolution is intended to supplement the Assessment Resolution, which remain in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

7. **Effective date**. This Resolution shall become effective upon its adoption.

Approved and adopted on August 18, 2025.

Attest:	**Gas Worx Community Development District**
_____	_____
Name:_____	Michael S. Lawson
Secretary / Assistant Secretary	Chair of the Board of Supervisors

Exhibit A – Final First Supplemental Assessment Methodology Report dated May 1, 2025
Exhibit B – Master Report of the District Engineer dated August 28, 2024, as amended

Exhibit A
Final First Supplemental Assessment Methodology Report dated May 1, 2025

Exhibit B
Master Report of the District Engineer
dated August 28, 2024, as amended

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

FINAL

FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

Report Date:

May 1st 2025

INFRAMARK

Table of Contents

1.0 Introduction

1.1 Purpose

This Final First Supplemental Special Assessment Methodology Report (the "Final First Supplemental Report" or "the Report") was developed for the Gas Worx Community Development District (the "District") to supplement the Master Special Assessment Methodology Report (the "Master Report") dated August 21st 2024 and to provide a supplemental financing plan and a supplemental special assessment methodology for the financing of a portion of the cost associated within the Districts Capital Improvement Plan (the "Capital Improvement Plan" or "CIP") as described in the Master Report of the District Engineer (the "District Engineer") dated August 28, 2024 as revised (the "Engineer's Report"). In summary, this Final First Supplemental Report will support the special assessments levied in connection with the issuance of the herein defined Series 2025 Bonds to fund a portion of the costs associated with the acquisition and construction of public infrastructure improvements to be provided by the District.

1.2 Scope of the Report

This Report presents projections for the issuance of the Series 2025 Bonds, which will finance a portion of the CIP, and describes the method for the allocation of special benefits and the apportionment of Series 2025 Bonds special assessment debt in accordance with the Master Report.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree than general benefits, for properties outside of its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits that accrue to the assessable property within the District. The District's CIP enables the assessable properties within its boundaries to be developed.

There is no doubt that the general public, and property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to the assessable property within the District. Properties outside the District and outside the assessable area within the District are not directly served by the CIP and do not depend upon the CIP to obtain or maintain their development entitlements. This fact alone clearly distinguishes the special benefits to the assessable properties within the District receive compared to those lying outside of the assessable area within the District and outside of the District's boundaries.

The CIP will provide infrastructure and improvements which are all necessary in order to make the private lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is without doubt greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the current financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Gas Worx development (the "Development" or "Gas Worx"), a master-planned residential, retail, and office development located in the City of Tampa, Hillsborough County, Florida. The land within the District consists of approximately 29.162 +/- acres and is generally located north of Adamo Drive, west of North 15th St, south of East Fifth Avenue, and east of East Scott Street. The District is partially within three CRAs; the Central Park CRA, the Ybor City II CRA, and the Downtown CRA. See Exhibit C for the general boundaries of the CRAs. This Final First Supplemental Report does not contemplate contributions from the respective CRAs. However, future supplemental reports will provide detail if CRA/TIF contributions are recognized.

2.2 The Development Program

The development of Gas Worx is anticipated to be conducted by KS Ybor Master Developer, LLC or its associates (the "Developer"). Based upon the information provided by the Developer, the current development plan for the District envisions 3,830 residential units, 169,000 square feet of retail space, and 502,000 square feet of office space, although land use types and unit numbers may change throughout the development period. Table 2 in the *Appendix* illustrates the development plan for the District.

3.0 The CIP

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The Capital Improvement Plan

The public infrastructure improvements that are part of the CIP that are needed to serve the Development are projected to consist of improvements that will serve all of the lands in the District. The CIP needed to serve the Development is projected to consist of onsite roadway improvements,

surface water management, drainage, environmental, hardscape, landscape/ irrigation, community park as well as professional/ permit fees and contingency all as summarized in Table 1 and outlined in detail within the Engineer's Report.

The infrastructure included in the CIP will comprise an interrelated system of improvements, which means that all of the improvements will serve all of the assessable properties within the District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the CIP are listed within Table 1 in the Appendix.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of public improvements that will facilitate the development of the assessable lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District.

It is the District's intention to fund a portion of the cost of the CIP with proceeds of its Special Assessment Bonds, Series 2025, in the total principal amount of $40,600,000 (the "Series 2025 Bonds") to fund $30,801,490 in CIP Cost. The finance plan includes an additional series of bonds and developer contributions to fully fund the costs of the CIP, as described in *Section 3.2*.

4.2 Series 2025 Bonds

The Series 2025 Bonds, as projected under this master financing plan would be structured to be amortized in 30 annual installments following a 29-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Series 2025 Bonds would be made every May 1 or November 1. Sources and uses of funding for the Series 2025 Bonds are presented in Table 4 in the Appendix.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2025 Bonds provides the District with funds necessary to construct/acquire a portion of the infrastructure improvements, which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District. General benefits accrue to areas that are not assessable within the district and areas outside of the District and are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued to finance a portion of the CIP.

5.2 Benefit Allocation

The current development plan for the District envisions 3,830 residential units, 169,000 square feet of retail space, and 502,000 square feet of office space, although land use types and unit numbers may change throughout the development period.

The public infrastructure included in the CIP will comprise an interrelated system of improvements, which means that all of the improvements will serve the assessable lands within the District and such public improvements will be interrelated such that they will reinforce each other, and their combined benefit will be greater than the sum of their individual benefits. All of the private land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all assessable land within the District and benefit all assessable land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the assessable land within the District, as without such improvements, the development of the private properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits (herein the “Series 2025 Bond Assessments”). Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such a benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Assessment Unit ("EAU"). Table 2 in the Appendix illustrates the EAU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development and the intensity of use of public infrastructure, the total EAU counts for each unit type, and the share of the benefit received by each unit type.

There are two types of uses within the proposed Development Plan, residential and commercial. Within the residential use, the condo product will receive a weighting of 1 EAU. Within the commercial use, the retail and office will receive a weighting of 1 EAU to each 1,000 square feet. Should other uses or products be identified as a result of changes to the Development Plan, an EAU assignment will be made by the methodology consultant and Table 2 will be updated accordingly. As the exact amount of the benefit and appreciation is not possible to calculate at this time, the use of EAU measures serves as a reasonable approximation of the relative amount of benefit received by the different uses and unit types from the District's improvements as currently contemplated.

Table 4 in the *Appendix* presents the apportionment of the Series 2025 Bond Assessments per the EAU benefit allocation method presented in Table 2. Table 4 also presents the annual levels of the Series 2025 Bond Assessments per unit.

5.3 Assigning Debt

As the land in the District is not yet developed for its intended final use and the precise location of the units by lot or parcel is unknown, the Series 2025 Bond Assessments in the amount of $40,600,000 will be preliminarily levied on the 20.231 +/- assessable acres within the District at a rate of $2,006,802 per acre on an equal pro-rata gross acre basis. As the District is 29.162 +/- acres, the balance of the property (8.931 acres) consists of City of Tampa-owned rights of way, parks, etc. that are non-assessable.

This section details how the Series 2025 Bonds and Series 2025 Bond Assessments are assigned to private benefiting properties, land, and vertical development within the District. In general, Series 2025 Bond Assessments are assigned on a per-acre basis and once parcels are improved to contain structures that have received certificates of completion/occupancy, Series 2025 Bond Assessments are then allocated to the parcels based on the type of vertical development use and EAUs assigned to that use within the parcel as outlined in Table 2. All remaining Series 2025 Bond Assessments and EAUs needed to meet principal and annual debt service coverage not allocated to vertical development are then allocated to the remaining land on a per developable acre basis as demonstrated in the final assessment roll in Exhibit A to this report.

The District is assigning assessments to support debt service coverage for Series 2025 Bonds with parcels that may contain both completed vertical development and developable acreage. As components of the vertical development program receive certificates of completion/occupancy within the parcels, they are assigned specific Series 2025 Bond Assessments in relation to the EAU factor set forth in Table 2. The remaining unassigned Series 2025 Bond Assessments to support sufficient coverage for debt service (on property that is not constructed) is assigned on an equal developable acreage basis, based upon the remaining net developable acreage divided by remaining CIP Special Assessments, subject to the true-up provisions below.

Transferred Property. In the event that land is sold to a third party (the "Transferred Property"), the Series 2025 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of EAUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this First Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2025 Bond Assessments applicable to the Transferred Property, regardless of the total number of EAUs ultimately actually platted/constructed. This total Series 2025 Bond Assessment is allocated to the Transferred Property at the time of the sale.

5.4 Lien Ability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to the assessable properties within the District. The District's improvements benefit assessable properties within the District and after platting or approval, accrue to all such assessable properties on an EAU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- added use of the property;
- added enjoyment of the property;
- increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the assessable land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lien Ability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements funded with the Series 2025 Bonds is delineated in Table 4 (expressed as EAU factors) in the *Appendix*.

The apportionment of the Series 2025 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable properties within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of units in a manner sufficient to include all of the planned EAUs as set forth in Table 2 in the Appendix ("Development Plan"). At such time as plats or replats are approved, or site plans are to be approved (or re-approved), each plat or re-plat, site plan (either, herein, "Proposed Plat/Site Plan") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat/Site Plan results in the same amount of EAUs (and thus Series 2025 Bond Assessments) able to be imposed on the "Remaining Lands Without a Plat or Site Plan" approval (i.e., those remaining lands without a plat or a final site plan approval after the Proposed Plat/Site Plan is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2025 Bond Assessments to the product types receiving site plans or plat approval and the remaining property in accordance with this First Supplemental Report, and cause the Series 2025 Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat or Site Plan results in a greater amount of EAUs (and thus Series 2025 Bond Assessments) able to be imposed on the Remaining Lands Without a Plat or Site Plan as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2025 Bond Assessments for all assessed

properties within the District or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat or Site Plan results in a lower amount of EAUs

(and thus Series 2025 Bond Assessments) able to be imposed on the Remaining Lands Without Plat or Site Plan as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat/Site Plan to pay a "True-Up Payment" equal to the difference between (i) the Series 2025 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat/Site Plan, and (ii) the Series 2025 Bond Assessments able to be imposed on the lands subject to the Proposed Plat/Site Plan, after the Proposed Plat/Site Plan (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of EAUs (and thus Series 2025 Bond Assessments) are able to be imposed on the Remaining Lands without a site plan or plat approval, taking into account a proposed plat/site plan, by reviewing: a) the original, overall Development Plan showing the number and type of units reasonably planned for the Development, b) the overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the remaining lands without a plat or site plan approval, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the Development Plan, and e) documentation that shows the feasibility of implementing the proposed Development Plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2025 Bond Assessments to pay debt service on the Series 2025 Bonds, releases any liens and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat/Site Plan, shall be in addition to the regular Series 2025 Bond Assessments installment payable for such lands, and shall constitute part of the Series 2025 Bond Assessments liens imposed against the proposed plat or site plan property until paid. A True-Up Payment shall include accrued interest on the Series 2025 Bonds to the quarterly redemption date (as defined in the first supplemental indenture relating to the Series 2025 Bonds) that occurs at least 45 days after the True-Up Payment (or the second Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date.

All Series 2025 Bond Assessments levied run with the land. The District will not release any liens on property for which True-Up Payments are due until provision for such payment has been satisfactorily made. Further, upon the District's review of the final site plan or plat for the developable acres, any unallocated Series 2025 Bond Assessments shall become due and payable and must be paid before the District releases any liens. This true-up process applies to both plats and site plans and/or revised plats or site plans.

Such review shall be limited solely to the function and the enforcement of the District's Series 2025 Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other site plan approval or disapproval powers to the District. For further details on the true-up process, please refer to the true-up agreement with the current landowners and applicable assessment resolution(s).

5.7 Assessment Roll

The Series 2025 Bond Assessments of $40,600,000 are proposed to be levied per folio based on acreage as described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Series 2025 Bond Assessment Imposition and Allocation

Series 2025 Assessment Lien - This Report was issued in accordance with the Master Methodology and is intended to establish the necessary benefit and fair and reasonable allocation findings for the Series 2025 Bonds assessment lien. Future individual assessment liens relating to individual bond issuances may be necessary to fund the next phase of the CIP referenced herein comprising the total CIP. All such liens shall be within the benefit limits established by the Master Methodology.

System of Improvements - As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund master improvements within any benefitted property area within the District, regardless of where the Series 2025 Bond Assessments are levied, provided that such other Bond Assessments are fairly and reasonably allocated across all benefitted properties.

Contributions - The Developer may opt to "buy down" the Series 2025 Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure, or other consideration, and in order for the Series 2025 Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations. Any amounts contributed by the Developer to pay down Series 2025 Bond Assessment will not be eligible for "deferred costs" or any other form of repayment if any are provided for in connection with any particular bond issuance.

Please note that among other possible contributions, the Developer will agree to provide contributions of improvements, work product, and/or land (based on appraised value) in order to offset the level of Series 2025 Bond Assessments.

Amenities - No Series 2025 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the Development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of certain property owners and would not be subject to the Series 2025 Bonds Assessments. If the District owns the amenities, then they would be governmental property not subject to the Series 2025 Bond Assessments and would be open to the general public, subject to District rules and policies.

Government Property - Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Series 2025 Bond Assessments without specific consent thereto. If at any time, any real property on which Series 2025 Bond Assessments are imposed is proposed to be sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

New Unit Types - As noted herein, this report identifies the anticipated product types for development and associates particular EAU factors with each product type. If new product types are identified in the course of development, the District's Assessment Consultant – without a further hearing – may determine the EAU factor for the new product type, provided that such determination is made on a pro-rated basis and derived from the methodology pertaining to existing product types and their corresponding EAUs.

6.0 Additional Stipulations

6.1 Overview

Inframark LLC was retained by the District to prepare a methodology to fairly allocate the Series 2025 Bond Assessments related to the District's Capital Improvement Plan. Certain financing, development, and engineering data was provided by members of the District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Inframark LLC makes no representations regarding said information transactions beyond the restatement of the factual information necessary for the compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

TABLE 1

CAPITAL IMPROVEMENT PROJECT - COST SUMMARY		
DESCRIPTION		
Phases IIA and IIB		**Cost**
Soils Testing, including Terracon services	$	840,000
Site Construction:		
Demo Existing	$	1,900,504
Water Management and Control	$	4,256,480
Sewer and Wastewater Management	$	1,001,920
Water Supply	$	1,240,542
District Roads	$	8,350,880
Professional and Permitting Fees	$	3,909,080
TECO Public Infrastructure Relocation Fees	$	418,321
TECO Underground Conversion	$	1,000,000
Street Car Stop Improvements	$	520,000
Contingency	$	3,793,181
Subtotal	**$**	**27,230,908**
Phase IIB Park Costs (City of Tampa)		
Professional and Permitting Fees	$	682,000
Estimated Construction Costs	$	2,400,000
Contingency (Incl. soil remediation and sitework)	$	515,000
Subtotal	**$**	**3,597,000**
Phase IIIA Infrastructure Costs/C2,3 & 4 Parcels		
Professional and Permitting Fees	$	1,418,600
Estimated Construction Costs		
Sanitary Sewer Extension (under Nuccio/CSX)	$	1,790,799
2nd Avenue (New Construction)	$	1,181,000
12th Street (New Construction)	$	2,115,000
Scott Drive (New Construction)	$	1,927,000
1st Avenue (New Construction & Trail)	$	970,000
Contingency (Incl. Soils Remediation)	$	1,709,300
Subtotal	**$**	**11,111,699**
Phase IIIB Infrastructure Costs/E4567 Parcels		
Professional and Permitting Fees	$	1,000,200
Estimated Construction Costs		
2nd Avenue (Reconstruction 14th-15th)	$	1,085,000
14th Street (New Street Segment)	$	374,000
3rd Avenue (Reconstruction 14th-15th)	$	1,767,000
4th Avenue (Upgrades)	$	1,236,000
15th Street (upgrades)	$	262,000
Adamo Trail	$	277,000
Contingency (Incl. soils remediation)	$	1,500,100
Subtotal	**$**	**7,501,300**
Phase IV Infrastructure Costs/W345 Parcels		
Professional and Permitting Fees	$	1,000,000
Estimated Construction Costs	$	4,000,000
Subtotal	**$**	**5,000,000**
Total Capital Improvement Project Cost	**$**	**54,440,907**
Net proceeds - Series 2025 Bond Issuance	**$**	**30,801,491**
Future Bonds and/or Developer Contribution	**$**	**23,639,416**

TABLE 2

EQUIVALENT ASSESSMENT UNIT ("EAU") ASSINGMENTS

Residential Use : 1 EAU per dwelling unit
Office Use : 1 EAU per 1,000 square feet
Retail Use : 1 EAU per 1,000 square feet

EAU ASSIGNMENT PER PARCEL BASED ON TOTAL DEVELOPMENT PLAN

Parcel	Retail (1k sf)	Retail EAU	Office (1k sf)	Office EAU	Residential	Res EAU	Parcel EAU Assignments
		1		1		1	
W3	24	24	200	200	0	0	224
W4	0	0	0	0	350	350	350
W5	0	0	0	0	350	350	350
C2	22	22	0	0	529	529	551
C3	0	0	202	202	227	227	429
C4	0	0	0	0	527	527	527
E1	19	19	0	0	140	140	159
E2	55	55	100	100	0	0	155
E3	27	27	0	0	375	375	402
E4	0	0	0	0	565	565	565
E5	0	0	0	0	84	84	84
E6	22	22	0	0	287	287	309
E7	0	0	0	0	396	396	396
	169	169	502	502	3830	3830	4501

TABLE 3

FINAL SERIES 2025 BOND SOURCES AND USES		
Average Coupon Rate [1]		5.90%
Term (Years)		32
Principal Amortization Installments		30
ISSUE SIZE		**$40,600,000.00**
Construction Fund		$30,801,490.92
Capitalized Interest (Months)[2]	29	$5,743,121.58
Debt Service Reserve Fund	100%	$2,885,487.50
Cost of Issuance		$1,169,900.00
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		$2,885,487.50
Collection Costs and Discounts @	6.00%	$173,129.25
TOTAL ANNUAL ASSESSMENT		**$3,058,616.75**

Notatations:

[1] Based on final negotiated interest rate and terms.

[2] Based on 29 months capitalized interest, thru 11/1/27.

TABLE 4

FINAL ALLOCATION METHODOLOGY - SERIES 2025 BONDS

PRODUCT	PER UNIT EAU	TOTAL EAUs	% OF EAUs	UNITS	PRODUCT TYPE TOTAL PRINCIPAL	PRODUCT TYPE ANNUAL ASSMT. [2]	PER UNIT TOTAL PRINCIPAL	PER UNIT ANNUAL ASSMT. [2]
Retail Use	1.00	169.0	4%	169	$1,524,416.80	$108,342.01	$9,020.22	$641.08
Office Use	1.00	502.0	11%	502	$4,528,149.30	$321,820.65	$9,020.22	$641.08
Residential Use	1.00	3,830.0	85%	3,830	$34,547,433.90	$2,455,324.84	$9,020.22	$641.08
		4,501.0	100%	4,501	**$40,600,000.00**	**$2,885,487.50**		

[1] Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 29 month Capitalized Interest Period.

[2] Includes principal, interest and is net of collection costs.

EXHIBIT A

The Series 2025 Bonds issued by the District will pay for a portion of the public capital infrastructure improvements and is $40,600,000.00 payable in 30 annual installments of principal of $142,625.67 per gross acre. The maximum par debt is $2,006,802.00 per gross acre and is outlined below.

Prior to platting, the debt associated with the Series 2025 Bonds will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this First Supplemental Report.

ASSESSMENT PLAT

TOTAL ASSESSMENT: $40,600,000.00

ANNUAL ASSESSMENT: $2,885,487.50 - (30 Installments)

TOTAL GROSS ASSESSABLE ACRES +/-: 20.231

TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE: $2,006,802.00

ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE: $142,625.67 (30 Installments)

Landowner Name & Address	Folio	Gross Unplatted Assessable Acres	PER PARCEL ASSESSMENTS Total PAR Debt	Total Annual
KS TAMPA PARK PROPERTY OWNER LLC				
13014 N DALE MABRY HWY TAMPA, FL 33618-2808	198704-0000	2.350	$4,715,984.69	$335,170.32
	198703-0000	2.570	$5,157,471.91	$366,547.31
KS GAS WORX PROPERTY OWNER LLC				
8255 GREENSBORO DR STE 200 MCLEAN, VA 22102-4944	189548-0000	5.579	$11,196,075.49	$795,717.63
KS YBOR GATEWAY EAST 1 PROPERTY OWNER LLC				
8255 GREENSBORO DR STE 200 MCLEAN, VA 22102-4944	189636-0000	1.046	$2,099,079.87	$149,183.96
	189639-0000	0.480	$963,264.96	$68,460.32
KS YBOR GATEWAY EAST 2 PROPERTY OWNER LLC				
8255 GREENSBORO DR STE 200 MCLEAN, VA 22102-4944	189661-0000	1.848	$3,708,621.69	$263,575.90
KS YBOR GATEWAY EAST 3 PROPERTY OWNER LLC				
8255 GREENSBORO DR STE 200 MCLEAN, VA 22102-4944	189659-0000	1.848	$3,708,621.69	$263,575.90
KS S AND S CRAFTSMEN PROPERTY OWNER LLC				
8255 GREENSBORO DR STE 200 MCLEAN, VA 22102-4944	189635-0000	1.607	$3,224,888.42	$229,196.43
KS GATEWAY PROPERTY OWNER LLC				
8255 GREENSBORO DR STE 200 MCLEAN, VA 22102-4944	189643-0000	0.815	$1,635,018.43	$116,202.59
	189649-0000	0.101	$203,167.97	$14,439.38
	189650-0000	0.436	$875,326.86	$62,210.46
	189654-0000	0.761	$1,527,675.72	$108,573.63
	189653-0000	0.790	$1,584,802.31	$112,633.68
	Assessable Subtotals:	20.231	$40,600,000.00	$2,885,487.50
City of Tampa				
	R.O.W., Park etc			
	Non -Assessable Subtotals:	8.931	$0.00	$0.00
	Totals:	29.162		

Notation:

Assessments shown are net of collection cost

EXHIBIT “B”

Description Sketch

SOUTH YBOR COMMUNITY DEVELOPMENT DISTRICT PARCEL

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, as recorded in Plat Book 1, Page 10, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 24, as recorded in Plat Book 12, Page 27, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 25, as recorded in Plat Book 11, Page 86, also being a portion of ALL alleys as shown on the aforesaid plats, also being a portion of the rights-of-way for E. 2nd AVENUE (Louisiana Avenue per plat), E. 3rd AVENUE (Alabama Avenue per plat), E. 4th AVENUE (Tennessee Avenue per plat), MISSISSIPPI AVENUE, N. 12th STREET, PEARL STREET, CHANNELSIDE DRIVE (Elizabeth Street per plat), and N. 14th STREET (Missouri Street per plat), also being a portion of the Vacated Rights-of-way for said MISSISSIPPI AVENUE, and E. 3rd AVENUE (Alabama Avenue per plat), per City of Tampa Ordinance No. 2022-146, and also being a portion of Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 18, run thence along the East boundary of said Southwest 1/4 of Section 18, S.00°15'10"W., a distance of 490.21 feet; thence N.89°44'50"W., a distance of 27.09 feet to the Southeast corner of Lot 14, Block 37, of the aforesaid J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, said point also being the POINT OF BEGINNING; thence along the intersection right-of-way for the aforesaid E. 4th AVENUE, S.00°51'49"W., a distance of 58.74 feet, to the Northeast corner of Lot 1, Block 38, of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 38, S.00°37'26"W., a distance of 200.03 feet, to the Southeast corner of Lot 10, said Block 38; thence along the intersection right-of-way for the aforesaid E. 3rd AVENUE, S.00°48'02"W., a distance of 59.90 feet, to the Northeast corner of Lot 1, Block 39, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 39, S.00°21'14"W., a distance of 200.04 feet, to the Southeast corner of Lot 10, said Block 39; thence along the intersection right-of-way for the aforesaid E. 2nd AVENUE, S.00°15'11"W., a distance of 59.86 feet, to the Northeast corner of Lot 1, Block 40, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 40, and the Southerly extension thereof, S.00°03'44"W., a distance of 250.09 feet, to a point on the North right-of-way line of ADAMO DRIVE (State Road No. 60); thence along said North right-of-way line, N.89°40'40"W., a distance of 752.38 feet; thence along the intersection right-of-way for the aforesaid CHANNELSIDE DRIVE, S.86°51'27"W., a distance of 100.44 feet, to a point on the Southerly boundary of Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, and the Westerly boundary there, the following six (6) courses: 1) N.89°41'30"W., a distance of 199.95 feet; 2) S.00°11'23"W., a distance of 3.05 feet; 2) Westerly, 243.23 feet along the arc of a non-tangent curve to the left having a radius of 901.25 feet and a central angle of 15°27'46" (chord bearing S.78°47'55"W., 242.49 feet); 3) Southwesterly, 171.29 feet along the arc of a non-tangent curve to the left having a radius of 1324.34 feet and a central angle of 07°24'38" (chord bearing S.67°22'23"W., 171.17 feet); 4) N.26°10'34"W., a distance of 59.93 feet; 5) N.64°08'16"E., a distance of 22.96 feet; 6) N.51°34'50"W., a distance of 155.13 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37); thence along said Southeasterly boundary, the following six (6) courses: 1) N.39°39'08"E., a distance of 101.29 feet; 2) S.51°52'51"E., a distance of 15.78 feet; 3) N.41°04'32"E., a distance of 452.31 feet; 4) N.39°21'23"E., a distance of 180.75 feet; 5) Northeasterly, 372.69 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 12°06'28" (chord bearing N.45°25'33"E., 372.00 feet); 6) Northeasterly, 506.66 feet along the arc of a non-tangent curve to the right having a radius of 1569.65 feet and a central angle of 18°29'39" (chord bearing N.57°34'40"E., 504.46 feet), to a point on the East boundary of Block 27, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along said East boundary, and the Southerly extension thereof, S.00°24'07"W., a distance of 92.09 feet, to the Northeast corner of Lot 1, Block 26, of said LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the Intersection right-of-way for E. 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, S.89°40'15"E., a distance of 49.87 feet, to a point on the East right-of-way line of the aforesaid N.14th STREET; thence along said East right-of-way line, S.00°18'10"W., a distance of 200.36 feet, to a point on the North right-of-way line of the aforesaid E. 4th AVENUE; thence along said North right-of-way line, S.89°29'54"E., a distance of 353.63 feet to the POINT OF BEGINNING.

Containing 25.969 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 8 and 9, of MARYLAND AVENUE SUBDIVISION, according to the plat thereof as recorded in Plat Book 41, Pages 71-1 through 71-3, of the Public Records of Hillsborough County, Florida.

Containing 4.996 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 4 through 7, inclusive, Block 38, and that portion of the 10 foot wide alley lying between said Lots 4 and 5 and said Lots 6 and 7, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

Containing 0.650 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: Lots, 2, 3, 4, 5, 6, 7, 8 and 9, in Block 39, of LESLEY'S SUBDIVISION, according to Plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; LESS the East 30 feet of Lots 2 and 9; TOGETHER WITH that certain alley lying between Lot 2, less the East 30 feet thereof and Lots 3, 4 and 5 on the North and Lots 6, 7, 8 and 9, less the East 30 feet of Lot 9, on the South, which alley runs East and West through Block 39 of said subdivision.

Containing 1.153 acres, more or less.

ALTOGETHER containing 29.162 acres, more or less.

PROJECT: South Ybor C.D.D.		Prepared For: Rite Site Consulting, LLC
PHASE: SKETCH & DESCRIPTION		(Not A Survey)
DRAWN: JMG	DATE: 11/26/22	CHECKED BY: JMG

REVISIONS

DATE	DESCRIPTION	DRAWN BY

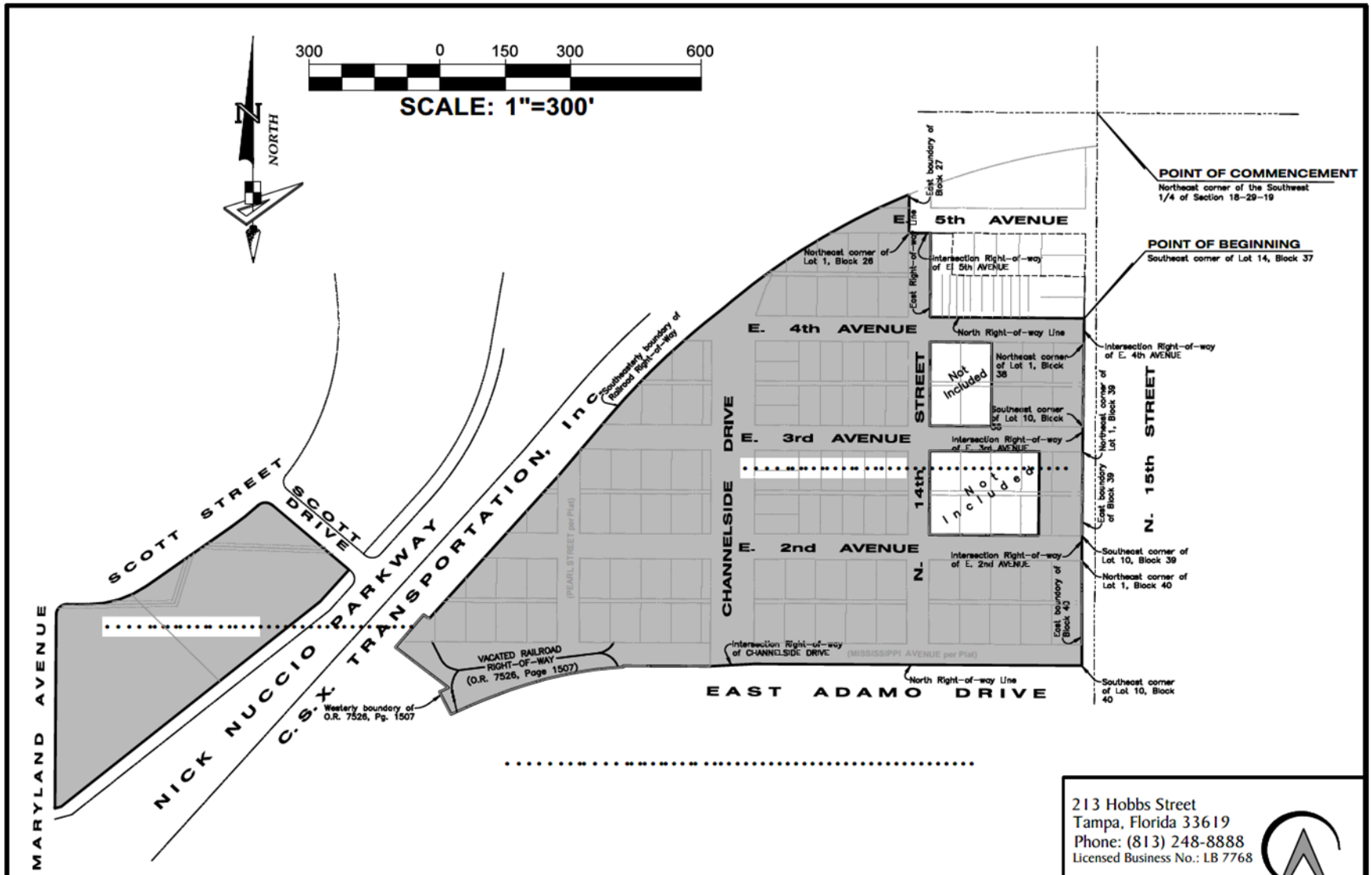
Jack M. Greene
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

FILE PATH: P:\SOUTH YBOR\SURVEY\CDD PL.DWG LAST SAVED BY: JACKG

01 of 02

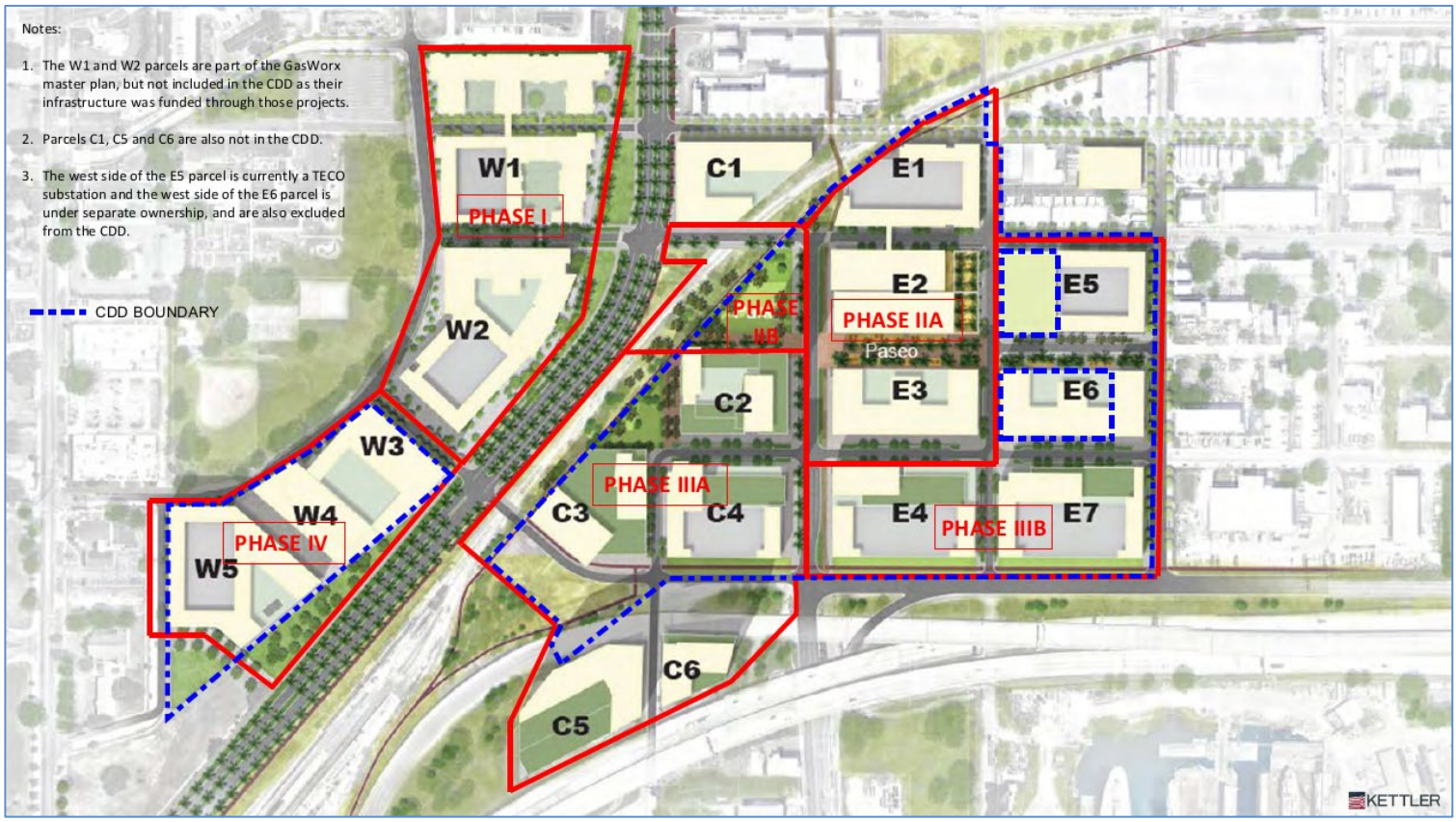


DESCRIPTION SKETCH
(Not a Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

02 of 02

EXHIBIT "C"


Notes:
1. The W1 and W2 parcels are part of the GasWorx master plan, but not included in the CDD as their infrastructure was funded through those projects.
2. Parcels C1, C5 and C6 are also not in the CDD.
3. The west side of the E5 parcel is currently a TECO substation and the west side of the E6 parcel is under separate ownership, and are also excluded from the CDD.
CDD BOUNDARY
W1
PHASE I
C1
E1
E2
E5
PHASE IIB
PHASE IIA
Paseo
W2
C2
E3
E6
W3
PHASE IIIA
W4
C3
C4
E4
E7
PHASE IIIB
PHASE IV
W5
C6
C5
KETTLER

Gas Worx Community Development District

Master Report of
the District Engineer

Prepared for:
Board of Supervisors
Gas Worx Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

August 28, 2024

1.0 INTRODUCTION

The Gas Worx Community Development District ("District") encompasses approximately 29.162 acres in City of Tampa, Florida (the "City") and is located within Section 18, Township 29 South, Range 19 East.

See Appendix A for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The District was established by City of Tampa Ordinance 2024-14 and became effective on February 8, 2024 for the purpose of constructing and/or acquiring, maintaining, and operating a portion of the public improvements and community facilities within the District. The purpose of this Master Report of the District Engineer is to provide a description and estimated construction costs of the public improvements and community facilities currently planned within the District Boundary, including Phase IIA and Phase IIB (City of Tampa Park), and future development Phases IIIA, IIIB, and IV.

See Appendix B for an Overall Map of Gas Worx, Phasing Plan of the District, and CRA Boundary Exhibit.

3.0 THE DEVELOPER AND DEVELOPMENT

The developer, KS Ybor Master Developer, LLC (the "Master Developer"), currently plans to build a total of 5,195 residential units, 120,200 sf of retail space and 510,400 sf of office space. Only a portion of the development is within the boundaries of the District, which include 3,830 residential units, 169,000 sf of retail space, and 502,000 sf of office space. A portion of the District is located within the City of Tampa's Community Redevelopment Areas. See Appendix B for a CRA Boundary Exhibit. Pursuant to that certain Public Infrastructure Funding Agreement among the District, the Master Developer, the City and the Community Redevelopment Agency of the City of Tampa (the "CRA" acting on behalf of the community redevelopment agencies that have redevelopment areas within the boundaries of the District), the District will be entitled to be reimbursed for the public infrastructure financed by the District or the Master Developer constructed in each respective redevelopment areas within the District. Such moneys are expected to be used by the District to finance additional public infrastructure not otherwise financed with the proceeds of special assessment bonds to be issued by the District or for other purposes in accordance with the relevant bond documents.

The major public improvements and community facilities include water management and control, water supply, sewer and wastewater management, roads, a City of Tampa park and recreational facility, including landscaping/hardscaping/irrigation, and professional and permitting fees to support those public improvements.

See Appendix C for an Operation and Maintenance Matrix showing breakdown of Public Improvements and future ownership/management.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The design of the District's water management and control is regulated by the City of Tampa Mobility Department's Stormwater Services and the Southwest Florida Water Management District ("SWFWMD"). The water management and control is associated with improvements which drain into the City of Tampa rights-of-way within the District. Facilities to be constructed include new public stormwater pipes and replacement of exiting, inadequate storm pipes in the right-of-way.

Water management and control systems will be designed in accordance with City of Tampa Stormwater Technical Standards Manual and SWFWMD's Environmental Resource Permit Handbooks and Information Manual. Water management and control associated with systems with City of Tampa rights-of-way will be owned and maintained by the City of Tampa. Per the Ownership and Maintenance Matrix, should off-site conveyance of stormwater across private land be required, e.g., from CSX right-of-way, the District will be responsible for maintenance through a public utility easement.

4.2 WATER SUPPLY

The District is located within the City of Tampa Utilities' service area which will provide water supply for potable water service and fire protection. The water supply improvements are anticipated to include looped water mains and fire hydrants within City of Tampa rights-of-way.

The water supply systems will be designed in accordance with the City of Tampa Water Technical Manual. The City of Tampa will own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the City of Tampa Utilities service area which will provide sewer and wastewater management service to the District. The sewer and wastewater management improvements will include a gravity sanitary sewer collection system within the road rights-of-way. Old wastewater collection systems will be replaced and existing systems acceptable to the City of Tampa will remain in operation.

All sewer and wastewater management facilities will be designed in accordance with City of Tampa Wastewater Department Technical Standards. The City of Tampa will own and maintain these facilities within City of Tampa rights-of-way and/or easements.

4.4 DISTRICT ROADS

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within City of Tampa rights-of-way. Removal of an existing roundabout and new street grid will also be constructed.

All roads will be designed in accordance with the City of Tampa Transportation Technical Manual and roads, generally, will be owned and maintained by the City of Tampa within City of Tampa rights-of-way. The one private street – 3rd Avenue Paseo – will be under a public use easement for both vehicular and pedestrian traffic and will be maintained by the CDD or owners association.

All sidewalks, streetcar, and street trees will be constructed by parcel owners and maintained by owners or owner association.

Street lights are not included. They will be paid for by owners and managed by TECO.

4.5 PARK AND RECREATIONAL FACILITIES

A public Park and Recreational Facilities is planned within the District on City of Tampa owned land. It will be jointly maintained by the City of Tampa and the CDD.

4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION

Landscaping, hardscape, and irrigation will be provided within the Park and Recreational Facilities.

It is anticipated that these improvements will be owned and jointly maintained by the City of Tampa and the CDD.

4.7 UNDERGROUND CONVERSION OF ELECTRIC SERVICE

The Project includes putting both distribution and transmission lines underground. All work to be undertaken by TECO.

4.8 ENVIRONMENTAL SOILS MANAGEMENT

Terracon, a nationwide geotechnical engineering firm, prepared site investigations to determine various conditions within the District that will need to be addressed during construction, including construction administration services to verify compliance with the recommendations of the investigation and corrective actions reports.

4.9 PROFESSIONAL SERVICES AND PERMITTING FEES

City of Tampa and SWFWMD impose fees for construction permit and site plan reviews. Additionally, engineering, surveying, environmental, and architecture and landscape architecture services are needed for the design, permitting, and construction administration. As well, development/construction management services may be needed for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities covering City of Tampa infrastructure may also be required.

These fees associated with public improvements and community facilities may be funded by the District.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix D for the Construction Cost Estimate of the Public Improvements and Community Facilities.

Items of construction costs in this report are based information provided by the developer. The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The District will pay the cost of the public improvements or the fair market value, whichever is less.

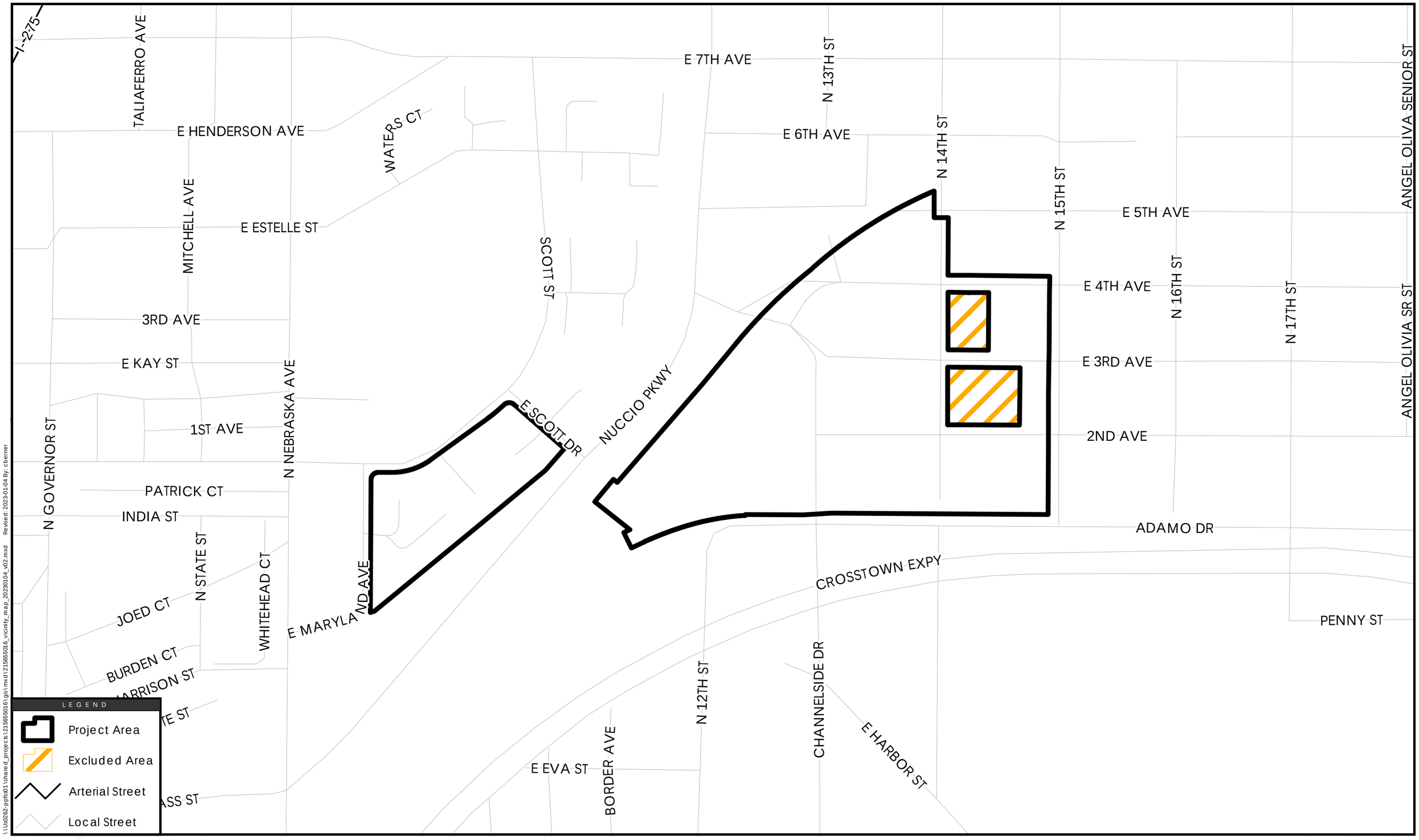
The benefit to the accessible property within the District will be at least equal to the cost of such public improvements.

All improvements will be located on property owned by the District or other government entity or for which the District or other government entity has a perpetual easement.

No water, sewer, or other utility lines will extend beyond the property line of the private lands.

Tonja L. Stewart, P.E.
Florida License No. 47704

Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT



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Stantec

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Notes:
1. Coordinate System: NAD 1983 StatePlane Florida West FIPS 0902 Feet
2. Source data: Stantec, Hillsborough County GIS
3. Imagery: ESRI Basemap 2020

Gas Worx CDD
Vicinity Map
January 2023

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 600
Tampa, FL 33602
tel 813.223.9500
fax 813.223.0009

N

0 150 300 Feet

Prepared by: C.J.B. 01/04/23

Description Sketch

SOUTH YBOR COMMUNITY DEVELOPMENT DISTRICT PARCEL

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a portion of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, also being a portion of J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, as recorded in Plat Book 1, Page 10, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 24, as recorded in Plat Book 12, Page 27, also being ALL of M. LEO ELLIOT SUBDIVISION OF BLOCK 25, as recorded in Plat Book 11, Page 86, also being a portion of ALL alleys as shown on the aforesaid plats, also being a portion of the rights-of-way for E. 2nd AVENUE (Louisiana Avenue per plat), E. 3rd AVENUE (Alabama Avenue per plat), E. 4th AVENUE (Tennessee Avenue per plat), MISSISSIPPI AVENUE, N. 12th STREET, PEARL STREET, CHANNELSIDE DRIVE (Elizabeth Street per plat), and N. 14th STREET (Missouri Street per plat), also being a portion of the Vacated Rights-of-way for said MISSISSIPPI AVENUE, and E. 3rd AVENUE (Alabama Avenue per plat), per City of Tampa Ordinance No. 2022-146, and also being a portion of Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 18, run thence along the East boundary of said Southwest 1/4 of Section 18, S.00°15'10"W., a distance of 490.21 feet; thence N.89°44'50"W., a distance of 27.09 feet to the Southeast corner of Lot 14, Block 37, of the aforesaid J.E. MITCHELL'S SUBDIVISION OF LESLEY'S SUBDIVISION OF EAST TAMPA, said point also being the POINT OF BEGINNING; thence along the intersection right-of-way for the aforesaid E. 4th AVENUE, S.00°51'49"W., a distance of 58.74 feet, to the Northeast corner of Lot 1, Block 38, of the aforesaid plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 38, S.00°37'26"W., a distance of 200.03 feet, to the Southeast corner of Lot 10, said Block 38; thence along the intersection right-of-way for the aforesaid E. 3rd AVENUE, S.00°48'02"W., a distance of 59.90 feet, to the Northeast corner of Lot 1, Block 39, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 39, S.00°21'14"W., a distance of 200.04 feet, to the Southeast corner of Lot 10, said Block 39; thence along the intersection right-of-way for the aforesaid E. 2nd AVENUE, S.00°15'11"W., a distance of 59.86 feet, to the Northeast corner of Lot 1, Block 40, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the East boundary of said Block 40, and the Southerly extension thereof, S.00°03'44"W., a distance of 250.09 feet, to a point on the North right-of-way line of ADAMO DRIVE (State Road No. 60); thence along said North right-of-way line, N.89°40'40"W., a distance of 752.38 feet; thence along the intersection right-of-way for the aforesaid CHANNELSIDE DRIVE, S.86°51'27"W., a distance of 100.44 feet, to a point on the Southerly boundary of Vacated Railroad Right-of-way, as recorded in Official Records Book 7526, Page 1507, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary, and the Westerly boundary there, the following six (6) courses: 1) N.89°41'30"W., a distance of 199.95 feet; 2) S.00°11'23"W., a distance of 3.05 feet; 2) Westerly, 243.23 feet along the arc of a non-tangent curve to the left having a radius of 901.25 feet and a central angle of 15°27'46" (chord bearing S.78°47'55"W., 242.49 feet); 3) Southwesterly, 171.29 feet along the arc of a non-tangent curve to the left having a radius of 1324.34 feet and a central angle of 07°24'38" (chord bearing S.67°22'23"W., 171.17 feet); 4) N.26°10'34"W., a distance of 59.93 feet; 5) N.64°08'16"E., a distance of 22.96 feet; 6) N.51°34'50"W., a distance of 155.13 feet, to a point on the Southeasterly boundary of C.S.X. TRANSPORTATION Railroad Right-of-way, per Right-of-way and Track Map, Station 46251+37 to 46504+37); thence along said Southeasterly boundary, the following six (6) courses: 1) N.39°39'08"E., a distance of 101.29 feet; 2) S.51°52'51"E., a distance of 15.78 feet; 3) N.41°04'32"E., a distance of 452.31 feet; 4) N.39°21'23"E., a distance of 180.75 feet; 5) Northeasterly, 372.69 feet along the arc of a non-tangent curve to the right having a radius of 1763.65 feet and a central angle of 12°06'28" (chord bearing N.45°25'33"E., 372.00 feet); 6) Northeasterly, 506.66 feet along the arc of a non-tangent curve to the right having a radius of 1569.65 feet and a central angle of 18°29'39" (chord bearing N.57°34'40"E., 504.46 feet), to a point on the East boundary of Block 27, of the aforesaid LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along said East boundary, and the Southerly extension thereof, S.00°24'07"W., a distance of 92.09 feet, to the Northeast corner of Lot 1, Block 26, of said LESLEY'S SUBDIVISION PLAN OF EAST TAMPA; thence along the Intersection right-of-way for E. 5th AVENUE (Kentucky Avenue per plat), as shown on said plat of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, S.89°40'15"E., a distance of 49.87 feet, to a point on the East right-of-way line of the aforesaid N.14th STREET; thence along said East right-of-way line, S.00°18'10"W., a distance of 200.36 feet, to a point on the North right-of-way line of the aforesaid E. 4th AVENUE; thence along said North right-of-way line, S.89°29'54"E., a distance of 353.63 feet to the POINT OF BEGINNING.

Containing 25.969 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 8 and 9, of MARYLAND AVENUE SUBDIVISION, according to the plat thereof as recorded in Plat Book 41, Pages 71-1 through 71-3, of the Public Records of Hillsborough County, Florida.

Containing 4.996 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: ALL of Lots 4 through 7, inclusive, Block 38, and that portion of the 10 foot wide alley lying between said Lots 4 and 5 and said Lots 6 and 7, of LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

Containing 0.650 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION: Lots, 2, 3, 4, 5, 6, 7, 8 and 9, in Block 39, of LESLEY'S SUBDIVISION, according to Plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; LESS the East 30 feet of Lots 2 and 9; TOGETHER WITH that certain alley lying between Lot 2, less the East 30 feet thereof and Lots 3, 4 and 5 on the North and Lots 6, 7, 8 and 9, less the East 30 feet of Lot 9, on the South, which alley runs East and West through Block 39 of said subdivision.

Containing 1.153 acres, more or less.

ALTOGETHER containing 29.162 acres, more or less.

PROJECT: South Ybor C.D.D.		
PHASE: SKETCH & DESCRIPTION		
DRAWN: JMG	DATE: 11/26/22	CHECKED BY: JMG

REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Rite Site Consulting, LLC

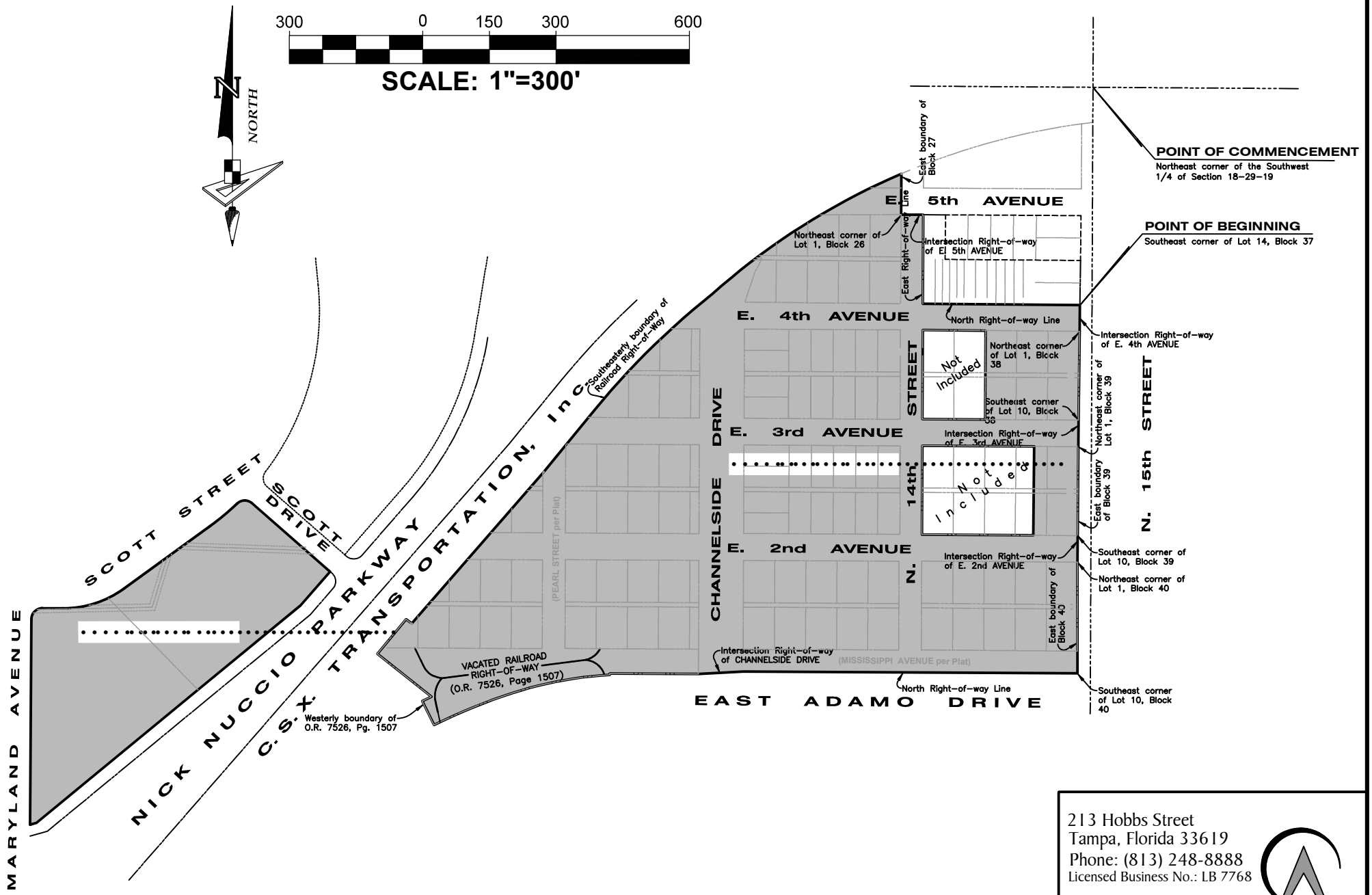
(Not A Survey)

JACK M. GREENE LICENSED PROFESSIONAL SURVEYOR AND MAPPER 6506 STATE OF FLORIDA

Jack M. Greene
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

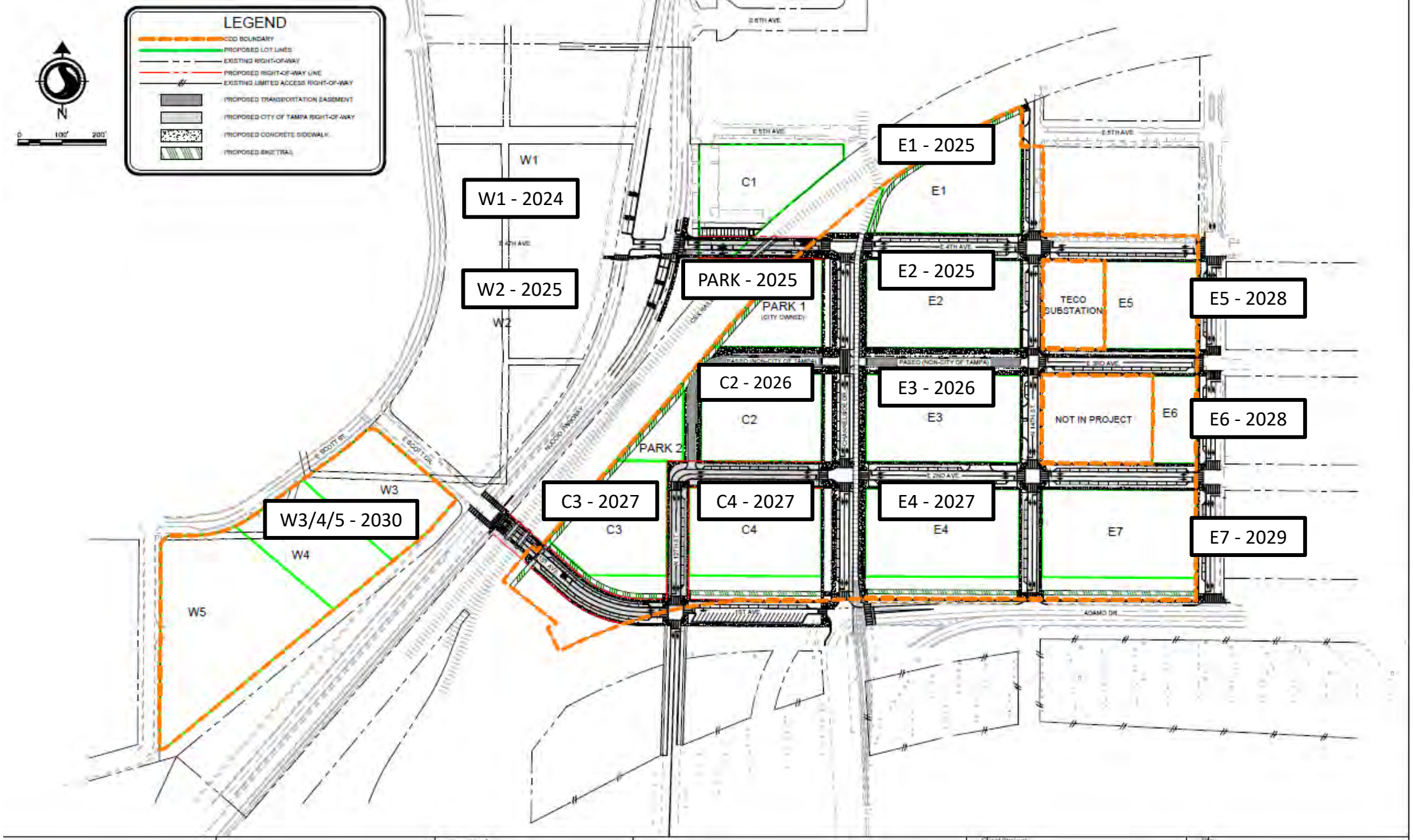
FILE PATH: P:\SOUTH YBOR\SURVEY\CDD PL.DWG LAST SAVED BY: JACKG



DESCRIPTION SKETCH
(Not a Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

Appendix B OVERALL MAP, PHASING PLAN, AND CRA BOUNDARY EXHIBIT



Permit/Seal

Stantec

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 400
Tampa, Florida 33602 Tel. 813.223.9400
www.stantec.com Fax. 813.223.0009
Certificate of Authorization #2013
Public # LC-C000170

Client/Project
KETTLER (KS YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA

Title
PRELIMINARY SITE PLAN

Project No. 215655016
Scale 1"=100'
Drawing No. Exhibit K
Revision 0

Revision | By | Appd. | YYMMDD

Issued | By | Appd. | YYMMDD

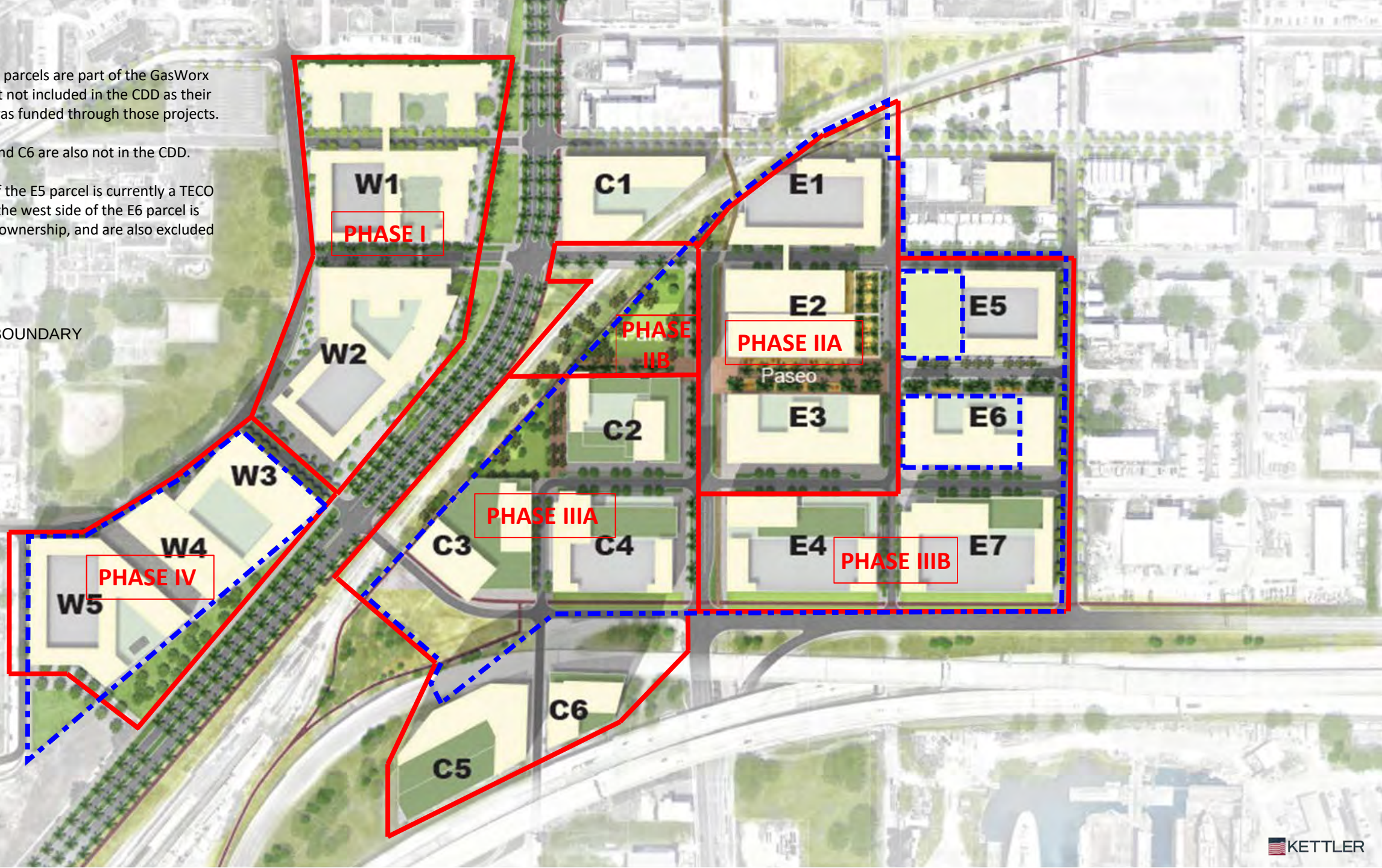
Notes:

1. The W1 and W2 parcels are part of the GasWorx master plan, but not included in the CDD as their infrastructure was funded through those projects.

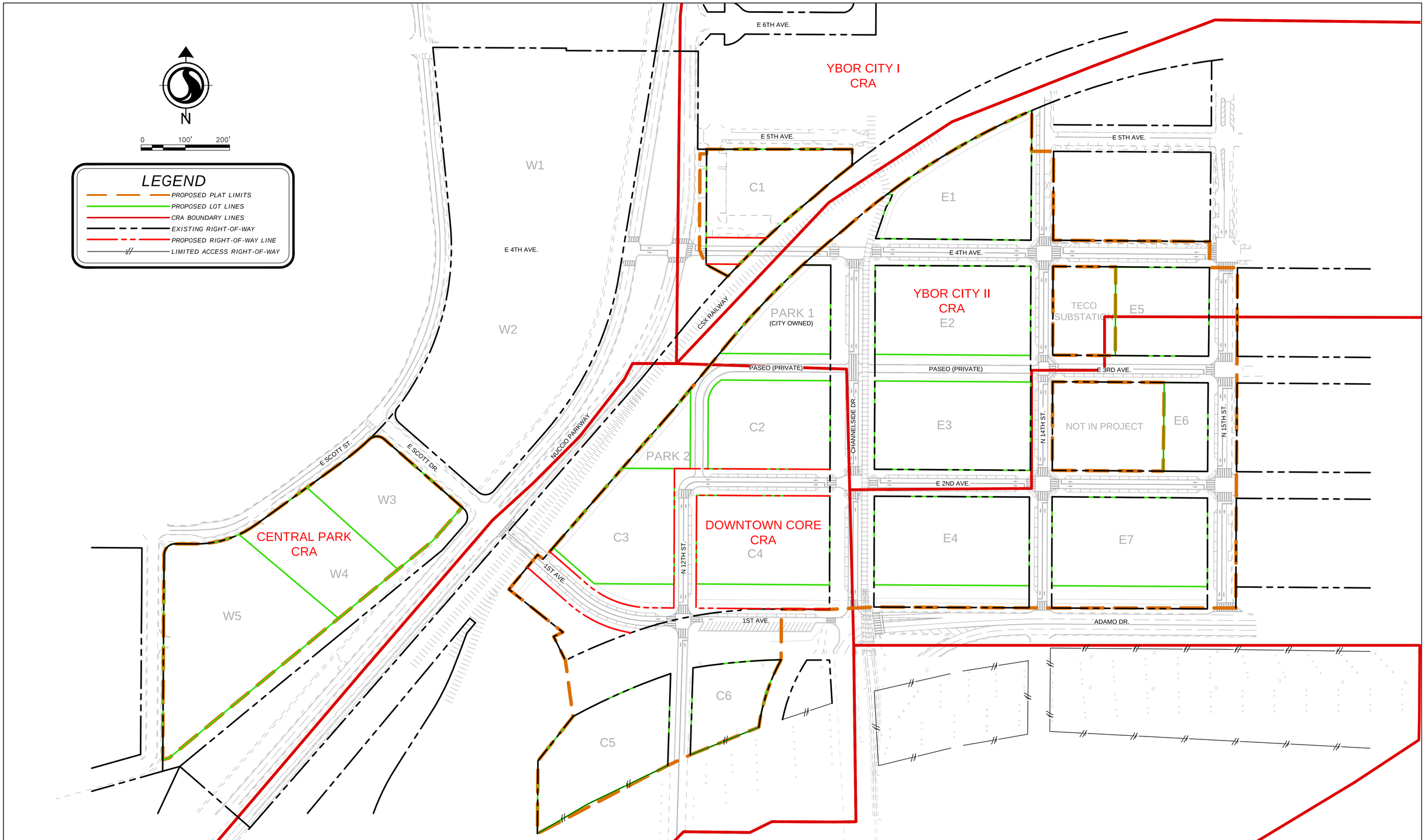
2. Parcels C1, C5 and C6 are also not in the CDD.

3. The west side of the E5 parcel is currently a TECO substation and the west side of the E6 parcel is under separate ownership, and are also excluded from the CDD.

CDD BOUNDARY



KETTLER



Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

Permit-Seal

Stantec

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 600
Tampa, Florida 33602 Tel. 813.223.9500
www.stantec.com Fax. 813.223.0009
Certificate of Authorization #27013
FL Lic. # LC-C000170

Client/Project
KETTLER (KS YBOR JV, LLC)
GAS WORX
TAMPA, FLORIDA

File Name:

RTW	JRT	RPH	
Dwn.	Chkd.	Dsgn.	YY.MM.DD

Title
PARCEL AND CRA BOUNDARY EXHIBIT

Project No. 215655016
Scale 1" = 100'
Drawing No.
Revision 0

\\us02ppcfs01\shared_projects\215655016\cad\active\exhibits\215655016_prelim_plat_parcel & CRA Boundaries.dwg
2023/06/29 8:46 PM By: Wang, Tyson

ORIGINAL SHEET - ANSI D HORIZ

Appendix C OPERATION AND MAINTENANCE MATRIX

Gasworx CDD
Ownership & Maintenance Matrix

Facilities	Anticipated Segment(s)/Parcel(s)	Ownership	Responsible for Maintenance [3, 4]
Roads (Public)			
All existing roadways [1]	See Note #1 Below	City ROW	City
New roadway	Channelside Dr (3rd Ave to 4th Ave)	City ROW	City
New roadway	4th Ave (Channelside Dr to Nuccio)	City ROW	City
New roadway	3rd Ave (14th St to 15th St)	City ROW	City
New roadway	14th St (Adamo to 2nd Ave)	City ROW	City
New roadway	1st Ave (Channelside Dr to Nuccio)	City ROW	City
New Roadway	2nd Ave (Channelside Dr to 12th St)	Developer to dedicate ROW	City
New roadway	12th St (1st Ave to 2nd Ave)	Developer to dedicate ROW	City
Roads (Private)			
New Pedestrian Street/Paseo	3rd Ave (14th St to CSX ROW)	Adj. Parcel Owners - Public use easement	Association
Sidewalks (Public Streets)			
All existing roadways	See Note #1 Below	City ROW	City
New roadway	Channelside Dr (3rd Ave to 4th Ave)	City ROW	City
New roadway	4th Ave (Channelside Dr to Nuccio)	City ROW	City
New roadway	3rd Ave (14th St to 15th St)	City ROW	City
New roadway	14th St (Adamo to 2nd Ave)	City ROW	City
New roadway	1st Ave (Channelside Dr to Nuccio)	City ROW	City
New Roadway	2nd Ave (Channelside Dr to 12th St)	Developer to dedicate ROW	City
New roadway	12th St (1st Ave to 2nd Ave)	Developer to dedicate ROW	City
Sidewalks (Private Streets)			
New Pedestrian Street/Paseo	3rd Ave (14th St to CSX ROW)	Adj. Parcel Owners - Public use easement	Association
Streetscape (Public Streets) [2]			
All existing roadways	See Note #1 Below	City ROW	CDD
New roadway	Channelside Dr (3rd Ave to 4th Ave)	City ROW	CDD
New roadway	4th Ave (Channelside Dr to Nuccio)	City ROW	CDD
New roadway	3rd Ave (14th St to 15th St)	City ROW	CDD
New roadway	14th St (Adamo to 2nd Ave)	City ROW	CDD
New roadway	1st Ave (Channelside Dr to Nuccio)	City ROW	CDD
New Roadway	2nd Ave (Channelside Dr to 12th St)	Developer to dedicate ROW	CDD
New roadway	12th St (1st Ave to 2nd Ave)	Developer to dedicate ROW	CDD
Streetscape (Private Streets)			
New Pedestrian Street/Paseo	3rd Ave (14th St to CSX ROW)	Adj. Parcel Owners - Public use easement	Association
Parks			
Park 1	N. of C2 and W of E2	City	City & Association
Park 2	W. of C2 and N. of C3	CDD	Association
Multi-Use Trails			
CSX Trail	1st Ave to Paseo, east of CSX ROW	Parcel Owner (C3) and CDD (Park 2)	Association
CSX Trail	Paseo to 4th Ave, east of CSX ROW	City (Park 1)	Association
1st Ave/Adamo Trail	CSX ROW to Channelside Dr	Adj. Parcel Owners - Public use easement	City
1st Ave/Adamo Trail	Channelside Dr to 15th St	Adj. Parcel Owners - Public use easement	City
Lighting (Public Streets)			
All existing roadways	See Note #1 Below	TECO	TECO
New roadway	Channelside Dr (3rd Ave to 4th Ave)	TECO	TECO
New roadway	4th Ave (Channelside Dr to Nuccio)	TECO	TECO
New roadway	3rd Ave (14th St to 15th St)	TECO	TECO
New roadway	14th St (Adamo to 2nd Ave)	TECO	TECO
New roadway	1st Ave (Channelside Dr to Nuccio)	TECO	TECO
Lighting (Private Streets)			
New Roadway	2nd Ave (Channelside Dr to 12th St)	TECO	TECO
New roadway	12th St (1st Ave to 2nd Ave)	TECO	TECO
Water			
All existing water	See Preliminary Plat Exhibit	City	City
All proposed water	See Preliminary Plat Exhibit	City	City
Wastewater (Public)			
All existing sewer	See Preliminary Plat Exhibit	City	City
All proposed sewer	See Preliminary Plat Exhibit	City	City
Stormwater (Public Roads)			
All existing sewer	See Preliminary Plat Exhibit	City	City
All proposed sewer	See Preliminary Plat Exhibit	City	City
Stormwater (Private & All Ponds)			
Existing Storm Pipe 1st Ave/Adamo Trail	Channelside Dr to 15th St	Parcel Owner or CDD	CDD (Public Maintenance Easement)
Flow-Through Drainage Facility	CSX ROW, others TBD	Parcel Owner or CDD	CDD (Public Maintenance Easement)
Shared-property vaults	TBD	Parcel Owner or CDD	Parcel Owners -Shared Use Agreement
Single-property vaults	Development Parcels	Parcel Owner	Parcel Owner
Entry Monuments/Signage/Walls			
Neighborhood Signage	See Design Guidelines	CDD	Association
Gateway (Entry) Signage	See Design Guidelines	CDD	Association
Placemaking Signage	Parks and Paseo - See Design Guidelines	CDD	Association
Wayfinding Signage	See Design Guidelines	CDD	Association

1 Existing Streets include: 15th St (Adamo to 4th Ave), 14th St (2nd Ave to 5th Ave), Channelside Drive (Adamo to 3rd Ave), 12th St (N Raymond Ave to Fut. 1st Ave), E Scott Dr (Nuccio to E Scott St), E Scott St (Maryland Ave to E Scott Dr), 2nd Ave (Channelside Dr to 15th St), 4th Ave (Streetcar Tracks to 15th St).

2 Streetscape includes Landscaping, irrigation, lighting monuments. Streetscape contained within the public right of way of residential streets, including maintenance of code required tree planting, landscaping, irrigation and lighting is the responsibility of the CDD. The CDD may contract with a 3rd party, such as Neighborhood Association or lot owner, to perform maintenance.

3 An Association of the parcel owners will be formed and will maintain all common areas that are not private parcels or public right of way for the CDD.

4 City maintenance of public roads is to minimum COT Mobility standards. Any enhanced materials within the public right of way will be maintained by the CDD. Examples include, pavers, bricks (unless existing) specialty crosswalks or sidewalks, enhanced street lights and landscaping.

Appendix D CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Gas Worx Community Development District
Public Improvements and Community Facilities
Estimated Construction Costs

Phases IIA and IIB	Total Cost
Professional and Permitting Fees	$ 3,909,080
Estimated Construction Costs	
Soils Testing and Dewatering	$ 840,000
Demo Existing	$ 1,900,504
Site Constractor	
Water Management and Control	$ 4,256,480
Sewer and Wastewater Management	$ 1,001,920
Water Supply	$ 1,240,542
District Roads	$ 8,350,880
TECO Public Infrastructure Relocation Fees	$ 418,321
TECO Underground Conversion	$ 1,000,000
Street Car Stop Improvements (Including TECO Conduit Relocation)	$ 520,000
Contingency	$ 3,793,181
Subtotal	$ 23,321,828
Total	**$ 27,230,908**

Phase IIB Park Costs (City of Tampa)	Total Cost
Professional and Permitting Fees	$ 682,000
Estimated Construction Costs	$ 2,400,000
Contingency (Including Soil Remediation and Sitework)	$ 515,000
Subtotal	$ 2,915,000
Total	**$ 3,597,000**

Phase IIIA Infrastructure Costs/C234 Parcels	Total Cost
Professional and Permitting Fees	$ 1,418,600
Estimated Construction Costs	
Sanitary Sewer Extension (Under Nuccio/CSX)	$ 1,790,799
2nd Avenue (New Constrction)	$ 1,181,000
12th Street (New Construction)	$ 2,115,000
Scott Drive (New Construction)	$ 1,927,000
1st Avenue (New Construction and Trail)	$ 970,000
Contingency (Including Soil Remediation)	$ 709,300
Subtotal	$ 8,693,099
Total	**$ 10,111,699**

Phase IIIB Infrastructure Costs/E4567 Parcels	Total Cost
Professional and Permitting Fees	$ 1,000,200
Estimated Construction Costs	
TECO Distribution Underground	$ 2,000,000
2nd Avenue (Reconstruction 14th-15th)	$ 1,085,000
14th Street (New Street Segment)	$ 374,000
3rd Avenue (Reconstruction 14th-15th)	$ 1,767,000
4th Avenue (Upgrades)	$ 1,236,000
15th Street (upgrades)	$ 262,000
Adamo Trail	$ 277,000
Contingency (Including Soil Remediation)	$ 500,100
Subtotal	$ 7,501,100
Total	**$ 8,501,300**

Phase IV Infrastructure Costs/W345 Parcels	Total Cost
Professional and Permitting Fees	$ 1,000,000
Estimated Construction Costs	$ 4,000,000
Subtotal	$ 4,000,000
Total	**$ 5,000,000**

COMBINED TOTALS	**$ 54,440,907**

Fourth Order of Business

4D

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GAS WORX COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES, AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Gas Worx Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Tampa located in Hillsborough County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board"), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GAS WORX COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The annual public meeting schedule of the Board of Supervisors for the Fiscal Year 2026 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the Fiscal Year 2026 annual public meeting schedule to the City of Tampa and the Department of Economic Opportunity.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th DAY OF AUGUST, 2025.

ATTEST:	**GAS WORX COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
SECRETARY/ASSISTANT SECRETARY	**CHAIRMAN/VICE CHAIRMAN**

EXHIBIT A

BOARD OF SUPERVISORS' MEETING DATES
GAS WORX COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

October 20, 2025	**1:30 p.m.**
November 17, 2025	**1:30 p.m.**
December 15, 2025	**1:30 p.m.***
January 19, 2026	**1:30 p.m.***
February 16, 2026	**1:30 p.m.***
March 16, 2026	**1:30 p.m.**
April 20, 2026	**1:30 p.m.**
May 18, 2026	**1:30 p.m.**
June 15, 2026	**1:30 p.m.**
July 20, 2026	**1:30 p.m.**
August 17, 2026	**1:30 p.m.**
September 21, 2026	**1:30 p.m.**

All meetings will convene at:

The Offices of Kettler's
1314 E. 7th Avenue
Tampa, FL 33605

***Meeting date is subject to change due to the holiday.**

Fourth Order of Business

4E

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF GAS WORX COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gas Worx Community Development District (the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statues, being situated entirely within the County of Hillsborough; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desires to designate the Officers of the District per F.S. 190.006(6).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GAS WORX COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18TH DAY OF AUGUST, 2025.

ATTEST:

_____

Print Name: _____
Secretary/ Assistant Secretary

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

_____

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Fourth Order of Business

4F

INFRAMARK
COMMUNITY MANAGEMENT

Memorandum

To: Board of Supervisors

From: District Management

Date: August 18, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

---

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives, and Annual Reporting Form

Gas Worx Community Development District ("District")
Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor ("Board") meetings per year to conduct District-related business and discuss community needs.
Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of three Board meetings were held during the fiscal year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to the District's website, publishing in local newspaper of general circulation, and or via electronic communication.
Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management or third party vendor.
Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.
Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.
Standard: 100% of site visits were successfully completed as described within District Management services agreement
Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.
Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to District's infrastructure and related systems.
Standard: Minimum of one inspection was completed in the fiscal year by the District's engineer.
Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (https://flauditor.gov/) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (https://flauditor.gov/) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (https://flauditor.gov/) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____ Date: _____

Printed Name: _____

Gas Worx Community Development District

District Manager: _____ Date: _____

Printed Name: _____

Gas Worx Community Development District

Fifth Order of Business

5A

MINUTES OF MEETING
GAS WORX
COMMUNITY DEVELOPMENT DISTRICT

The CONTINUED regular meeting of the Board of Supervisors of Gas Worx Community Development District was held on Monday, June 2, 2025, and called to order at 11:00 am at the offices of Kettler's located at 1314 E. 7th Avenue, Tampa, FL 33605.

Present and constituting a quorum were:

Darryl Shaw	Chairperson
Graham Tyrrell	Vice Chairperson
Tee Ann Bailey	Assistanct Supervisor
Rhonda Nelson	Assistance Secretary

Also present was:

Brian Lamb	District Manager
Bryan Radcliff	District Manager
Vivek Babbar	District Counsel *(via phone)*

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Lamb called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS **Public Comment Period**

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS **Business Items**

A. Consideration of the Gas Worx FY2026 Proposed Budget

Mr. Lamb presented the Fiscal Year 2026 Proposed Budget to the Board. A conversation ensued.

B. Consideration of Resolution 2025-02; Approving a Proposed Budget for FY2026 and Setting Public Hearing

> On MOTION by Mr. Tyrrell seconded by Mr. Shaw, with all in favor, Resolution 2025-02; Approving a Proposed Budget for Fiscal Year 2026 and Setting Public Hearing for Monday August 18, 2025 at 1:30 pm at the offices of Kettler located at 1314 East 7th. Avenue, Tampa, Florida 33605 at 1:30 pm, was adopted. 4-0

C. Ratification of Interlocal Agreement between Gas Worx & the City of Tampa

> On MOTION by Mr. Tyrrell seconded by Mr. Shaw, with all in favor, Interlocal Agreement between Gas Worx & the City of Tampa, was ratified. 4-0

D. Consideration of Registered Voter Count

Mr. Lamb reported that as of April 15, 2025, there are zero (0) District voters.

UNDER SEPARATE COVER

- Resolution 2025-03; Execution of TIF Agreements and Designating TIF Revenues for Debt Service Payments for Special Assessments

> On MOTION by Mr. Tyrrell seconded by Mr. Shaw, with all in favor, Resolution 2025-03; Execution of TIF Agreements and Designating TIF Revenues for Debt Service Payments for Special Assessments, in substantial form, was adopted. 4-0

FOURTH ORDER OF BUSINESS **Consent Agenda**

A. Approval of Meeting Minutes (*December 19, 2024 Special Meeting Minutes)*

B. Acceptance of Financials *(December 2024 – April 2025)*

C. Acceptance of the Check Registers *(December 2024 – April 2025)*

D. Consideration of Operations and Maintenance Report *(December 2024 – April 2025)*

> On MOTION by Mr. Tyrrell seconded by Mr. Shaw, with all in favor, Consent Agenda, was approved. 4-0

FIFTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

Mr. Babbar updated the Board on F-1 requirements and required ethics training.

B. District Engineer

C. District Manager

There being no further reports, the next order of business followed.

SIXTH ORDER OF BUSINESS **Other Business, Updates and Supervisor Comments**

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS **Adjournment**

There being nothing further,

> On MOTION by Mr. Tyrrell seconded by Ms. Nelson, with all in favor, meeting adjourned at 11:41 am. 4-0

_____ _____

Brian Lamb Graham Tyrrell

District Manager Vice Chairperson

Fifth Order of Business

5B

Gas Worx
Community Development District

Financial Statements
(Unaudited)

Period Ending
May 31, 2025

Prepared by:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of May 31, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION		TOTAL
ASSETS		
Cash In Bank	$	23,529
TOTAL ASSETS	**$**	**23,529**
LIABILITIES		
Accounts Payable	$	10,187
TOTAL LIABILITIES		**10,187**
FUND BALANCES		
Unassigned:		13,342
TOTAL FUND BALANCES		**13,342**
TOTAL LIABILITIES & FUND BALANCES	**$**	**23,529**

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Developer Contribution	$ 297,475	$ 82,473	$ (215,002)	27.72%
TOTAL REVENUES	**297,475**	**82,473**	**(215,002)**	**27.72%**
EXPENDITURES				
Administration				
Supervisor Fees	6,000	-	6,000	0.00%
ProfServ-Info Technology	600	-	600	0.00%
ProfServ-Recording Secretary	2,400	-	2,400	0.00%
ProfServ - Field Management Onsite Staff	4,500	-	4,500	0.00%
District Counsel	8,500	9,063	(563)	106.62%
District Engineer	9,500	-	9,500	0.00%
Administrative Services	4,500	-	4,500	0.00%
District Manager	25,000	25,039	(39)	100.16%
Accounting Services	9,000	8,559	441	95.10%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	-	500	0.00%
Rentals and Leases	600	-	600	0.00%
Insurance - General Liability	3,200	-	3,200	0.00%
Public Officials Insurance	2,500	-	2,500	0.00%
Insurance -Property & Casualty	12,500	-	12,500	0.00%
Legal Advertising	3,500	(2,981)	6,481	-85.17%
Misc-Admin Fee (%)	250	-	250	0.00%
Bank Fees	200	-	200	0.00%
Financial & Revenue Collections	1,200	-	1,200	0.00%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	1,200	4,570	(3,370)	380.83%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	200	(25)	114.29%
Total Administration	101,725	44,450	57,275	43.70%
Utility Services				
Internet & Wifi	750	-	750	0.00%
Utility - Water & Sewer	5,000	-	5,000	0.00%
Utility - Electric	5,000	-	5,000	0.00%
Street Lights	40,000	-	40,000	0.00%
Total Utility Services	50,750	-	50,750	0.00%

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Landscape Services				
Contracts-Landscape	75,000	-	75,000	0.00%
R&M-Drainage	1,000	-	1,000	0.00%
R&M-Irrigation	6,000	-	6,000	0.00%
Landscape - Annuals	2,500	-	2,500	0.00%
Landscape - Mulch	2,500	-	2,500	0.00%
R&M-RTR Landscaping	1,000	-	1,000	0.00%
Wetland Maintenance	6,500	-	6,500	0.00%
Miscellaneous Maintenance	2,500	-	2,500	0.00%
Aquatic Plant Replacement	5,000	-	5,000	0.00%
Total Landscape Services	102,000	-	102,000	0.00%
Building/Ground Maintenance				
ProfServ-Pool Maintenance	12,000	-	12,000	0.00%
Contracts-HVAC	600	-	600	0.00%
Janitorial Services & Supplies	8,250	-	8,250	0.00%
Garbage Dumpster Expense	1,500	-	1,500	0.00%
R&M-Stormwater System	8,500	-	8,500	0.00%
Amenity Maintenance & Repairs	5,000	-	5,000	0.00%
Pool Maintenance-Additional Cleaning	500	-	500	0.00%
R&M-Monument, Entrance & Wall	1,500	-	1,500	0.00%
R&M-Playground	500	-	500	0.00%
Annual Stormwater Report	3,500	-	3,500	0.00%
Miscellaneous Maintenance	1,150	-	1,150	0.00%
Total Building/Ground Maintenance	43,000	-	43,000	0.00%
TOTAL EXPENDITURES	**297,475**	**44,450**	**253,025**	**14.94%**
Excess (deficiency) of revenues Over (under) expenditures	-	38,023	38,023	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**(24,681)**		
FUND BALANCE, ENDING		**$ 13,342**		

Bank Account Statement

Gas Worx CDD

Bank Account No. 9571

Statement No. 05_25

Statement Date 05/31/2025

G/L Account No. 101002 Balance	23,529.15	**Statement Balance**	32,758.31
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	32,758.31
Subtotal	23,529.15	**Outstanding Checks**	-9,229.16
Negative Adjustments	0.00	**Ending Balance**	23,529.15
Ending G/L Balance	23,529.15		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
05/28/2025	Payment	BD00003	Developer Contribution	Deposit No. BD00003 - KS Ybor JV LLC Developer Fun	32,000.00	32,000.00	0.00
Total Deposits					32,000.00	32,000.00	0.00
Checks							
							0.00
Total Checks							0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
05/28/2025	Payment	1020	INFRAMARK LLC	Check for Vendor V00003			-6,416.66
05/28/2025	Payment	1021	STRALEY ROBIN VERICKER	Check for Vendor V00006			-2,812.50
Total Outstanding Checks							-9,229.16
Outstanding Deposits							
Total Outstanding Deposits							

Gas Worx
Community Development District

Financial Statements
(Unaudited)

Period Ending
June 30, 2025

Prepared by:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of June 30, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION		TOTAL
ASSETS		
Cash In Bank	$	10,032
TOTAL ASSETS	**$**	**10,032**
LIABILITIES		
Accounts Payable	$	6,375
TOTAL LIABILITIES		**6,375**
FUND BALANCES		
Unassigned:		3,657
TOTAL FUND BALANCES		**3,657**
TOTAL LIABILITIES & FUND BALANCES	**$**	**10,032**

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Developer Contribution	$ 297,475	$ 82,473	$ (215,002)	27.72%
TOTAL REVENUES	**297,475**	**82,473**	**(215,002)**	**27.72%**
EXPENDITURES				
Administration				
Supervisor Fees	6,000	-	6,000	0.00%
ProfServ-Dissemination Agent	-	833	(833)	0.00%
ProfServ-Info Technology	600	-	600	0.00%
ProfServ-Recording Secretary	2,400	-	2,400	0.00%
ProfServ - Field Management Onsite Staff	4,500	-	4,500	0.00%
Assessment Roll	-	833	(833)	0.00%
District Counsel	8,500	10,860	(2,360)	127.76%
District Engineer	9,500	-	9,500	0.00%
Administrative Services	4,500	-	4,500	0.00%
District Manager	25,000	27,123	(2,123)	108.49%
Accounting Services	9,000	10,476	(1,476)	116.40%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	12	488	2.40%
Rentals and Leases	600	-	600	0.00%
Insurance - General Liability	3,200	-	3,200	0.00%
Public Officials Insurance	2,500	-	2,500	0.00%
Insurance -Property & Casualty	12,500	-	12,500	0.00%
Legal Advertising	3,500	(2,981)	6,481	-85.17%
Misc-Admin Fee (%)	250	-	250	0.00%
Bank Fees	200	-	200	0.00%
Financial & Revenue Collections	1,200	583	617	48.58%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	1,200	6,195	(4,995)	516.25%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	200	(25)	114.29%
Total Administration	101,725	54,134	47,591	53.22%
Utility Services				
Internet & Wifi	750	-	750	0.00%
Utility - Water & Sewer	5,000	-	5,000	0.00%
Utility - Electric	5,000	-	5,000	0.00%
Street Lights	40,000	-	40,000	0.00%
Total Utility Services	50,750	-	50,750	0.00%

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Landscape Services				
Contracts-Landscape	75,000	-	75,000	0.00%
R&M-Drainage	1,000	-	1,000	0.00%
R&M-Irrigation	6,000	-	6,000	0.00%
Landscape - Annuals	2,500	-	2,500	0.00%
Landscape - Mulch	2,500	-	2,500	0.00%
R&M-RTR Landscaping	1,000	-	1,000	0.00%
Wetland Maintenance	6,500	-	6,500	0.00%
Miscellaneous Maintenance	2,500	-	2,500	0.00%
Aquatic Plant Replacement	5,000	-	5,000	0.00%
Total Landscape Services	102,000	-	102,000	0.00%
Building/Ground Maintenance				
ProfServ-Pool Maintenance	12,000	-	12,000	0.00%
Contracts-HVAC	600	-	600	0.00%
Janitorial Services & Supplies	8,250	-	8,250	0.00%
Garbage Dumpster Expense	1,500	-	1,500	0.00%
R&M-Stormwater System	8,500	-	8,500	0.00%
Amenity Maintenance & Repairs	5,000	-	5,000	0.00%
Pool Maintenance-Additional Cleaning	500	-	500	0.00%
R&M-Monument, Entrance & Wall	1,500	-	1,500	0.00%
R&M-Playground	500	-	500	0.00%
Annual Stormwater Report	3,500	-	3,500	0.00%
Miscellaneous Maintenance	1,150	-	1,150	0.00%
Total Building/Ground Maintenance	43,000	-	43,000	0.00%
TOTAL EXPENDITURES	**297,475**	**54,134**	**243,341**	**18.20%**
Excess (deficiency) of revenues Over (under) expenditures	-	28,339	28,339	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**(24,682)**		
FUND BALANCE, ENDING		**$ 3,657**		

Bank Account Statement

Gas Worx CDD

Bank Account No. 9571

Statement No. 06_25

Statement Date 06/30/2025

G/L Account No. 101002 Balance	10,032.04	**Statement Balance**	21,169.15
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	21,169.15
Subtotal	10,032.04	**Outstanding Checks**	-11,137.11
Negative Adjustments	0.00	**Ending Balance**	10,032.04
Ending G/L Balance	10,032.04		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
Total Deposits							0.00
Checks							
							0.00
05/28/2025	Payment	1020	INFRAMARK LLC	Check for Vendor V00003	-6,416.66	-6,416.66	0.00
05/28/2025	Payment	1021	STRALEY ROBIN VERICKER	Check for Vendor V00006	-2,812.50	-2,812.50	0.00
06/04/2025	Payment	1023	STRALEY ROBIN VERICKER	Check for Vendor V00006	-562.50	-562.50	0.00
06/25/2025	Payment	1025	STRALEY ROBIN VERICKER	Check for Vendor V00006	-1,797.50	-1,797.50	0.00
Total Checks					-11,589.16	-11,589.16	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
06/04/2025	Payment	1022	INFRAMARK LLC	Check for Vendor V00003			-9,624.99
06/25/2025	Payment	1024	INFRAMARK LLC	Check for Vendor V00003			-12.12
06/26/2025	Payment	1026	AUDIOEYE, INC.	Check for Vendor V00009			-1,500.00
Total Outstanding Checks							-11,137.11
Outstanding Deposits							
Total Outstanding Deposits							

Gas Worx
Community Development District

Financial Statements
(Unaudited)

Period Ending
July 31, 2025

Prepared by:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of July 31, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND SERIES 2025	CAPITAL PROJECTS FUND SERIES 2025	GENERAL LONG TERM DEBT FUND	TOTAL
ASSETS					
Cash In Bank	$ 3,504	$ -	$ -	$ -	$ 3,504
Investments:					
Acquisition & Construction Account	-	-	20,217,345	-	20,217,345
Cost of Issuance Fund	-	-	22,000	-	22,000
Interest Account	-	5,743,122	-	-	5,743,122
Reserve Fund	-	2,885,488	-	-	2,885,488
Revenue Fund	-	28,437	-	-	28,437
Amount To Be Provided	-	-	-	40,600,000	40,600,000
TOTAL ASSETS	**$ 3,504**	**$ 8,657,047**	**$ 20,239,345**	**$ 40,600,000**	**$ 69,499,896**
LIABILITIES					
Accounts Payable	$ 4,850	$ -	$ -	$ -	$ 4,850
Bonds Payable - Series 2025	-	-	-	40,600,000	40,600,000
TOTAL LIABILITIES	**4,850**	**-**	**-**	**40,600,000**	**40,604,850**
FUND BALANCES					
Restricted for:					
Debt Service	-	8,657,047	-	-	8,657,047
Capital Projects	-	-	20,239,345	-	20,239,345
Unassigned:	(1,346)	-	-	-	(1,346)
TOTAL FUND BALANCES	**(1,346)**	**8,657,047**	**20,239,345**	**-**	**28,895,046**
TOTAL LIABILITIES & FUND BALANCES	**$ 3,504**	**$ 8,657,047**	**$ 20,239,345**	**$ 40,600,000**	**$ 69,499,896**

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Developer Contribution	$ 297,475	$ 82,473	$ (215,002)	27.72%
TOTAL REVENUES	**297,475**	**82,473**	**(215,002)**	**27.72%**
EXPENDITURES				
Administration				
Supervisor Fees	6,000	-	6,000	0.00%
ProfServ-Dissemination Agent	-	833	(833)	0.00%
ProfServ-Info Technology	600	-	600	0.00%
ProfServ-Recording Secretary	2,400	-	2,400	0.00%
ProfServ - Field Management Onsite Staff	4,500	-	4,500	0.00%
Assessment Roll	-	833	(833)	0.00%
District Counsel	8,500	12,500	(4,000)	147.06%
District Engineer	9,500	-	9,500	0.00%
Administrative Services	4,500	-	4,500	0.00%
District Manager	25,000	29,206	(4,206)	116.82%
Accounting Services	9,000	11,476	(2,476)	127.51%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	14	486	2.80%
Rentals and Leases	600	-	600	0.00%
Insurance - General Liability	3,200	-	3,200	0.00%
Public Officials Insurance	2,500	-	2,500	0.00%
Insurance -Property & Casualty	12,500	-	12,500	0.00%
Legal Advertising	3,500	(2,828)	6,328	-80.80%
Misc-Admin Fee (%)	250	-	250	0.00%
Bank Fees	200	-	200	0.00%
Financial & Revenue Collections	1,200	583	617	48.58%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	1,200	6,320	(5,120)	526.67%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	200	(25)	114.29%
Total Administration	101,725	59,137	42,588	58.13%
Utility Services				
Internet & Wifi	750	-	750	0.00%
Utility - Water & Sewer	5,000	-	5,000	0.00%
Utility - Electric	5,000	-	5,000	0.00%
Street Lights	40,000	-	40,000	0.00%
Total Utility Services	50,750	-	50,750	0.00%

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Landscape Services				
Contracts-Landscape	75,000	-	75,000	0.00%
R&M-Drainage	1,000	-	1,000	0.00%
R&M-Irrigation	6,000	-	6,000	0.00%
Landscape - Annuals	2,500	-	2,500	0.00%
Landscape - Mulch	2,500	-	2,500	0.00%
R&M-RTR Landscaping	1,000	-	1,000	0.00%
Wetland Maintenance	6,500	-	6,500	0.00%
Miscellaneous Maintenance	2,500	-	2,500	0.00%
Aquatic Plant Replacement	5,000	-	5,000	0.00%
Total Landscape Services	102,000	-	102,000	0.00%
Building/Ground Maintenance				
ProfServ-Pool Maintenance	12,000	-	12,000	0.00%
Contracts-HVAC	600	-	600	0.00%
Janitorial Services & Supplies	8,250	-	8,250	0.00%
Garbage Dumpster Expense	1,500	-	1,500	0.00%
R&M-Stormwater System	8,500	-	8,500	0.00%
Amenity Maintenance & Repairs	5,000	-	5,000	0.00%
Pool Maintenance-Additional Cleaning	500	-	500	0.00%
R&M-Monument, Entrance & Wall	1,500	-	1,500	0.00%
R&M-Playground	500	-	500	0.00%
Annual Stormwater Report	3,500	-	3,500	0.00%
Miscellaneous Maintenance	1,150	-	1,150	0.00%
Total Building/Ground Maintenance	43,000	-	43,000	0.00%
TOTAL EXPENDITURES	**297,475**	**59,137**	**238,338**	**19.88%**
Excess (deficiency) of revenues Over (under) expenditures	-	23,336	23,336	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**(24,682)**		
FUND BALANCE, ENDING		**$ (1,346)**		

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Debt Service Fund Series 2025 (200)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 42,473	$ 42,473	0.00%
TOTAL REVENUES	**-**	**42,473**	**42,473**	**0.00%**
EXPENDITURES				
TOTAL EXPENDITURES	**-**	**-**	**-**	**0.00%**
Excess (deficiency) of revenues Over (under) expenditures	-	42,473	42,473	0.00%
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	159	159	0.00%
Bond Proceeds	-	8,628,609	8,628,609	0.00%
Operating Transfers-Out	-	(14,194)	(14,194)	0.00%
TOTAL FINANCING SOURCES (USES)	**-**	**8,614,574**	**8,614,574**	**0.00%**
Net change in fund balance	$ -	$ 8,657,047	$ 8,657,047	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**-**		
FUND BALANCE, ENDING		**$ 8,657,047**		

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Capital Projects Fund Series 2025 (300)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 106,627	$ 106,627	0.00%
TOTAL REVENUES	**-**	**106,627**	**106,627**	**0.00%**
EXPENDITURES				
Administration				
ProfServ-Dissemination Agent	-	5,000	(5,000)	0.00%
ProfServ-Trustee Fees	-	11,950	(11,950)	0.00%
Bond Counsel	-	258,500	(258,500)	0.00%
District Engineer	-	20,000	(20,000)	0.00%
Postage, Phone, Faxes, Copies	-	1,950	(1,950)	0.00%
Cost of Issuance	-	38,500	(38,500)	0.00%
Total Administration	-	335,900	(335,900)	0.00%
Construction In Progress				
Construction in Progress	-	10,704,808	(10,704,808)	0.00%
Total Construction In Progress	-	10,704,808	(10,704,808)	0.00%
TOTAL EXPENDITURES	**-**	**11,040,708**	**(11,040,708)**	**0.00%**
Excess (deficiency) of revenues Over (under) expenditures	-	(10,934,081)	(10,934,081)	0.00%
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	14,194	14,194	0.00%
Bond Proceeds	-	31,159,391	31,159,391	0.00%
Operating Transfers-Out	-	(159)	(159)	0.00%
TOTAL FINANCING SOURCES (USES)	**-**	**31,173,426**	**31,173,426**	**0.00%**
Net change in fund balance	$ -	$ 20,239,345	$ 20,239,345	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**-**		
FUND BALANCE, ENDING		**$ 20,239,345**		

Bank Account Statement

Gas Worx CDD

Bank Account No. 9571

Statement No. 07_25

Statement Date 07/31/2025

G/L Account No. 101002 Balance	3,503.91	**Statement Balance**	3,657.03
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	3,657.03
Subtotal	3,503.91	**Outstanding Checks**	-153.12
Negative Adjustments	0.00	**Ending Balance**	3,503.91
Ending G/L Balance	3,503.91		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
Total Deposits							0.00
Checks							
							0.00
06/04/2025	Payment	1022	INFRAMARK LLC	Check for Vendor V00003	-9,624.99	-9,624.99	0.00
06/25/2025	Payment	1024	INFRAMARK LLC	Check for Vendor V00003	-12.12	-12.12	0.00
06/26/2025	Payment	1026	AUDIOEYE, INC.	Check for Vendor V00009	-1,500.00	-1,500.00	0.00
07/02/2025	Payment	1027	INFRAMARK LLC	Check for Vendor V00003	-6,375.01	-6,375.01	0.00
Total Checks					-17,512.12	-17,512.12	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
07/23/2025	Payment	1028	BUSINESS OBSERVER	Check for Vendor V00007			-153.12
Total Outstanding Checks							-153.12
Outstanding Deposits							
Total Outstanding Deposits							

Fifth Order of Business

5C

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 05/01/2025 to 05/31/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001									
001	1020	05/28/25	V00003	INFRAMARK LLC	142905	Management fee monthly	Feb 25 DISTRICT MANAGEMENT	531150-51301	$3,208.33
001	1020	05/28/25	V00003	INFRAMARK LLC	144992	Management fee monthly	DISTRICT MANAGEMENT MAY 2024	531150-51301	$3,208.33
001	1021	05/28/25	V00006	STRALEY ROBIN VERICKER	26111 A	PROFESSIONAL SERVICES THROUGH 01.31.2025	GENERAL LEGAL SRVCS THROUGH - 01.31.2025	531146-51401	$2,812.50
								Fund Total	**$9,229.16**

Total Checks Paid	**$9,229.16**

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 06/01/2025 to 06/30/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001									
001	1022	06/04/25	V00003	INFRAMARK LLC	149112	Inframark Management Inv - May 25	ACCOUNTING SERVICES MAY 2025	532001-51301	$1,000.00
001	1022	06/04/25	V00003	INFRAMARK LLC	149112	Inframark Management Inv - May 25	DISTRICT MANAGEMENT MAY 2025	531150-51301	$2,083.33
001	1022	06/04/25	V00003	INFRAMARK LLC	149112	Inframark Management Inv - May 25	WEBSITE ADMIN MAY 2025	549936-51301	$125.00
001	1022	06/04/25	V00003	INFRAMARK LLC	147161	Inframark Management Inv - April 25	ACCOUNTING SERVICES April 2025	532001-51301	$1,000.00
001	1022	06/04/25	V00003	INFRAMARK LLC	147161	Inframark Management Inv - April 25	DISTRICT MANAGEMENT April 2025	531150-51301	$2,083.33
001	1022	06/04/25	V00003	INFRAMARK LLC	147161	Inframark Management Inv - April 25	WEBSITE ADMIN April 2025	549936-51301	$125.00
001	1022	06/04/25	V00003	INFRAMARK LLC	150853	Inframark Management Inv - June 25	ACCOUNTING SERVICES June 25	532001-51301	$1,000.00
001	1022	06/04/25	V00003	INFRAMARK LLC	150853	Inframark Management Inv - June 25	District Management June 25	531150-51301	$2,083.33
001	1022	06/04/25	V00003	INFRAMARK LLC	150853	Inframark Management Inv - June 25	WEBSITE ADMIN - June 25	549936-51301	$125.00
001	1023	06/04/25	V00006	STRALEY ROBIN VERICKER	26587	legal - through 04/30/25	GENERAL LEGAL SRVCS THROUGH - April 30, 25	531146-51401	$562.50
001	1024	06/25/25	V00003	INFRAMARK LLC	151890	Inframark Management Inv - May 25	May 25 - Postage / Copies	541024-51301	$12.12
001	1025	06/25/25	V00006	STRALEY ROBIN VERICKER	26754	05/31 - Legal Services	GENERAL LEGAL SRVCS THROUGH - 05/31	531146-51401	$1,797.50
001	1026	06/26/25	V00009	AUDIOEYE, INC.	INV8678	ADA Site Compliance	ADA Website Compliance	549936-51301	$1,500.00
								Fund Total	**$13,497.11**

Total Checks Paid	**$13,497.11**

GAS WORX COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 07/01/2025 to 07/31/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001									
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Accounting Services - July 25	532001-51301	$1,458.33
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	District Management July 25	531150-51301	$2,083.33
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Website Maintenance - July 25	549936-51301	$125.00
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Financial / Revenue Collections - July 25	549150-51301	$291.67
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Dissemination Services - July 25	531012-51301	$416.67
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Assessment Roll - July 25	531141-51301	$416.67
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Accounting Services Retro - June 25	532001-51301	$458.33
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Financial / Revenue Collections Retro - June 25	549150-51301	$291.67
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Dissemination Services Retro - June 25	531012-51301	$416.67
001	1027	07/02/25	V00003	INFRAMARK LLC	153056	Inframark Management Inv - July 25	Assessment Services Retro - June 25	531141-51301	$416.67
001	1028	07/23/25	V00007	BUSINESS OBSERVER	25-02042H	07/18 / 07/25 - Legal Advertising	07/18, 07/25 - Legal Advertising	548002-51301	$153.12
								Fund Total	**$6,528.13**

Total Checks Paid	**$6,528.13**

Fifth Order of Business

5D

GAS WORX CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK LLC	5/2/2025	149112	$1,000.00		ACCOUNTING SERVICES MAY 2025
INFRAMARK LLC	5/2/2025	149112	$2,083.33		DISTRICT MANAGEMENT MAY 2025
INFRAMARK LLC	5/2/2025	149112	$125.00	$3,208.33	WEBSITE ADMIN MAY 2025
INFRAMARK LLC	4/1/2025	147161	$1,000.00		ACCOUNTING SERVICES April 2025
INFRAMARK LLC	4/1/2025	147161	$2,083.33		DISTRICT MANAGEMENT April 2025
INFRAMARK LLC	4/1/2025	147161	$125.00	$3,208.33	WEBSITE ADMIN April 2025
Monthly Contract Subtotal			**$6,416.66**	**$6,416.66**	
Variable Contract					
STRALEY ROBIN VERICKER	5/16/2025	26587	$562.50	$562.50	GENERAL LEGAL SRVCS THROUGH - April 30, 25
Variable Contract Subtotal			**$562.50**	**$562.50**	
TOTAL			**$6,979.16**	**$6,979.16**	

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
149112	5/2/2025
CUSTOMER ID	**NET TERMS**
C4837	Net 45
PO#	**DUE DATE**
	6/16/2025

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: May 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,000.00		1,000.00
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					**3,208.33**

Subtotal	$3,208.33
Tax	$0.00
Total Due	$3,208.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
147161	4/1/2025
CUSTOMER ID	**NET TERMS**
C4837	Net 45
PO#	**DUE DATE**
	5/16/2025

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: April 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,000.00		1,000.00
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					**3,208.33**

Subtotal	$3,208.33
Tax	$0.00
Total Due	$3,208.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

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ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606
Telephone (813) 223-9400
Federal Tax Id. - 20-1778458

Gas Worx CDD
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

May 16, 2025
Client: 001621
Matter: 000001
Invoice #: 26587

Page: 1

RE: General

For Professional Services Rendered Through April 30, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
4/30/2025	VKB	PREPARE FOR AND ATTEND TEAMS CONFERENCE TO DISCUSS REQUISITION PROCESS AND CDD DOCUMENTS AND PROCEDURES; DRAFT FOLLOW UP EMAIL RE: SAME.	1.5	$562.50
		Total Professional Services	1.5	$562.50

Total Services	$562.50	
Total Disbursements	$0.00	
Total Current Charges		$562.50
Previous Balance		$3,392.50
PAY THIS AMOUNT		**$3,955.00**

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
26111	February 26, 2025	$2,812.50	$0.00	$0.00	$0.00	$3,375.00
26236	March 17, 2025	$300.00	$0.00	$0.00	$0.00	$862.50
26395	April 16, 2025	$280.00	$0.00	$0.00	$0.00	$842.50
					Total Remaining Balance Due	**$3,955.00**

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
$842.50	$300.00	$2,812.50	$0.00

GAS WORX CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK LLC	6/1/2025	150853	$1,000.00		ACCOUNTING SERVICES June 25
INFRAMARK LLC	6/1/2025	150853	$2,083.33		District Management June 25
INFRAMARK LLC	6/1/2025	150853	$125.00	$3,208.33	WEBSITE ADMIN - June 25
INFRAMARK LLC	6/17/2025	151890	$12.12	$12.12	May 25 - Postage / Copies
Monthly Contract Subtotal			**$3,220.45**	**$3,220.45**	
Variable Contract					
STRALEY ROBIN VERICKER	6/20/2025	26754	$1,797.50	$1,797.50	GENERAL LEGAL SRVCS THROUGH - 05/31
Variable Contract Subtotal			**$1,797.50**	**$1,797.50**	
Regular Services					
AUDIOEYE, INC.	3/28/2025	INV8678	$1,500.00	$1,500.00	ADA Website Compliance
Regular Services Subtotal			**$1,500.00**	**$1,500.00**	
TOTAL			**$6,517.95**	**$6,517.95**	

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
150853	6/1/2025
CUSTOMER ID	**NET TERMS**
C4837	Net 45
PO#	**DUE DATE**
	7/16/2025

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: June 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,000.00		1,000.00
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					**3,208.33**

Subtotal	$3,208.33
Tax	$0.00
Total Due	$3,208.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
151890	6/17/2025
CUSTOMER ID	**NET TERMS**
C4837	Net 45
PO#	**DUE DATE**
	8/1/2025

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: May 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
B/W Copies	67	Ea	0.15		10.05
Postage	3	Ea	0.69		2.07
Subtotal					**12.12**

Subtotal	$12.12
Tax	$0.00
Total Due	$12.12

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606
Telephone (813) 223-9400
Federal Tax Id. - 20-1778458

Gas Worx CDD
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

June 20, 2025
Client: 001621
Matter: 000001
Invoice #: 26754

RE: General

For Professional Services Rendered Through May 31, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
5/1/2025	VKB	REVIEW AND REPLY TO EMAILS RE: DEVELOPER'S CERTIFICATE AND DISCLOSURE REQUIREMENTS.	0.5	$187.50
5/2/2025	VKB	REVIEW AND REVISE RESOLUTION ADOPTING PRELIMINARY BUDGET AND SETTING PUBLIC HEARING FOR FINAL BUDGET ADOPTION.	0.2	$75.00
5/6/2025	MS	FINALIZE AND TRANSMIT RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING.	0.2	$35.00
5/27/2025	VKB	DRAFT RESOLUTION DESIGNATING TIF REVENUES FOR DEBT SERVICE PAYMENTS; REVIEW INFRASTRUCTURE AGREEMENT, INTERLOCAL AGREEMENT, AND COMMUNITY BENEFITS AGREEMENT.	2.5	$937.50
5/30/2025	VKB	REVIEW AGENDA PACKAGE; FOLLOW UP WITH DISTRICT MANAGER RE: UPCOMING BOARD MEETING; FINALIZE RESOLUTION DESIGNATING TIF REVENUES FOR DEBT SERVICE PAYMENTS.	1.5	$562.50
		Total Professional Services	4.9	$1,797.50

Total Services	$1,797.50	
Total Disbursements	$0.00	
Total Current Charges		$1,797.50
Previous Balance		$3,955.00
Less Payments		*($3,375.00)*
PAY THIS AMOUNT		**$2,377.50**

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
26236	March 17, 2025	$300.00	$0.00	$0.00	$0.00	$2,097.50
26395	April 16, 2025	$280.00	$0.00	$0.00	$0.00	$2,077.50
					Total Remaining Balance Due	**$2,377.50**

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
$1,797.50	$0.00	$280.00	$300.00

Invoice

an AudioEye® company

5210 E Williams Circle
Suite 750
Tucson AZ 85711
United States

Date	Invoice #
03/28/2025	INV8678

Bill To

Gas Worx CDD
2005 Pan Am Circle, Suite 300
Tampa FL 33607
United States

Terms	Due Date	PO #
Net 14	04/11/2025	

Memo:

Item	Quantity	Service Start	Service End	Rate	Amount
SaaS Support Services - ADA SC	1	02/27/2025	02/26/2026		$1,500.00
Sales Tax				0%	$0.00

Tax Total	$0.00
Total	$1,500.00

PLEASE NOTE OUR BANK DETAILS HAVE CHANGED

If you have any billing questions, contact: ar@audioeye.com

ACH / Wire Payments

Bank Account Name:	Audio Eye, Inc.
Bank Name:	JP Morgan
Bank City and State:	New York, NY
Wire Routing Number:	021000021
ACH Routing Number:	122100024
Account Number:	729516705
SWIFT CODE:	CHASUS33

Check Payments

USPS Delivery
AudioEye Inc
Dept # 880461
PO Box 29650
Phoenix, AZ 85038

Overnight Courier Service
AudioEye Inc
JP Morgan Chase (AZ1-2170)
Attn: AudioEye Inc & Dept # 880461
2108 E Elliot Rd
Tempe, AZ 85284

By paying the amount referenced in the invoice, client agrees to the renewal of the term referenced in the invoice.

GAS WORX CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Regular Services					
INFRAMARK LLC	7/1/2025	153056	$1,458.33		Accounting Services - July 25
INFRAMARK LLC	7/1/2025	153056	$2,083.33		District Management July 25
INFRAMARK LLC	7/1/2025	153056	$125.00		Website Maintenance - July 25
INFRAMARK LLC	7/1/2025	153056	$291.67		Financial / Revenue Collections - July 25
INFRAMARK LLC	7/1/2025	153056	$416.67		Dissemination Services - July 25
INFRAMARK LLC	7/1/2025	153056	$416.67		Assessment Roll - July 25
INFRAMARK LLC	7/1/2025	153056	$458.33		Accounting Services Retro - June 25
INFRAMARK LLC	7/1/2025	153056	$291.67		Financial / Revenue Collections Retro - June 25
INFRAMARK LLC	7/1/2025	153056	$416.67		Dissemination Services Retro - June 25
INFRAMARK LLC	7/1/2025	153056	$416.67	$6,375.01	Assessment Services Retro - June 25
INFRAMARK LLC	11/5/2024	136807	$1,000.00		ACCOUNTING SERVICES NOVEMBER 2024
INFRAMARK LLC	11/5/2024	136807	$2,083.33		DISTRICT MANAGEMENT NOVEMBER 2024
INFRAMARK LLC	11/5/2024	136807	$125.00	$3,208.33	WEBSITE ADMIN NOVEMBER 2024
INFRAMARK LLC	7/16/2025	154364	$2.07	$2.07	June 25 - Postage
Regular Services Subtotal			**$9,585.41**	**$9,585.41**	
Additional Services					
BUSINESS OBSERVER	7/18/2025	25-02042H	$153.12	$153.12	07/18, 07/25 - Legal Advertising
Additional Services Subtotal			**$153.12**	**$153.12**	
TOTAL			**$9,738.53**	**$9,738.53**	

INFRAMARK

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
153056	7/1/2025
CUSTOMER ID	**NET TERMS**
C4837	Due On Receipt
PO#	**DUE DATE**
	7/1/2025

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: July 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,458.33		1,458.33
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Financial & Revenue Collection	1	Ea	291.67		291.67
Dissemination Services	1	Ea	416.67		416.67
Assessment Roll	1	Ea	416.67		416.67
Accounting Services (Retrobilling - June 25)	1	Ea	458.33		458.33
Financial & Revenue Collection (Retrobilling - June 25)	1	Ea	291.67		291.67
Dissemination Services (Retrobilling - June 25)	1	Ea	416.67		416.67
Assessment Roll (Retrobilling - June 25)	1	Ea	416.67		416.67
Subtotal					**6,375.01**

Subtotal	$6,375.01
Tax	$0.00
Total Due	$6,375.01

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
136807	11/5/2024
CUSTOMER ID	**NET TERMS**
C4837	Net 45
PO#	**DUE DATE**
	12/20/2024

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: November 2024

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,000.00		1,000.00
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					**3,208.33**

Subtotal	$3,208.33
Tax	$0.00
Total Due	$3,208.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
154364	7/16/2025
CUSTOMER ID	**NET TERMS**
C4837	Due On Receipt
PO#	**DUE DATE**
	7/16/2025

BILL TO

Gas Worx Community Development District
2005 Pan Am Cir
Tampa FL 33607-2359
United States

Services provided for the Month of: June 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	3	Ea	0.69		2.07
Subtotal					**2.07**

Subtotal	$2.07
Tax	$0.00
Total Due	$2.07

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

RECEIVED
JUL 21 2025
By

INVOICE

Legal Advertising

Invoice # 25-02042H

Date 07/18/2025

Attn:
Gas Worx CDD - Inframark
2005 PAN AM CIRCLE, SUITE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 25-02042H **Notice of Public Hearing and Board of Supervisors Meeting** **RE:** Gas Worx CDD Fiscal Year 2025-2026 Proposed Budget Board of Supervisors Meeting on 8/18/25 @ 1:30 PM **Published:** 7/18/2025, 7/25/2025	$153.12

Important Message

Please include our Serial # on your check

Pay by credit card online: https://legals.businessobserverfl.com/send-payment/

Paid	()
Total	**$153.12**

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Notice of Public Hearing and Board of Supervisors Meeting of the Gas Worx Community Development District

The Board of Supervisors (the **"Board"**) of the Gas Worx Community Development District (the **"District"**) will hold a public hearing and a meeting on Monday, August 18, 2025, at 1:30 p.m. at the Offices of Kettler, located at 1314 E. 7th Ave., Tampa, FL 33605.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2025-2026 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting at www.gasworxcdd.com, or may be obtained by contacting the District Manager's office via email at Brian.Lamb@inframark.com or via phone at (813) 991-1140.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Brian Lamb, District Manager
July 18, 25, 2025 25-02042H