

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 _____, 2024 and recorded as Instrument No. _____ 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 _____, 2025 and recorded as Instrument No. _____ 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.

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.

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.

[illegible]

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

**GASWORX COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
_____, Chairman

Date Signed: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____, a _____ (“_____”), on behalf of _____, who is personally known to me or has produced _____ as identification.

Notary Public – (Signature)
Print Name: _____
My Commission Expires: _____

(Notary Seal)

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

ATTESTED TO:

CITY OF TAMPA

By: _____
Jane Castor, Mayor

City Clerk/ Deputy City Clerk

APPROVED AS TO FORM:

Date Signed: _____

Assistant City Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____, a _____ ("____"), on behalf of _____, who is personally known to me or has produced _____ as identification.

Notary Public – (Signature)
Print Name: _____
My Commission Expires: _____

(Notary 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 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 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 Northwestern 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 Northwestern 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 (Louisiana 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 Northwestern 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]