KENTON

COMMUNITY DEVELOPMENT DISTRICT

July 13, 2026

BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA

KENTON

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Kenton Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013
https://kentoncdd.net/

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time

July 6, 2026

Board of Supervisors
Kenton Community Development District

Dear Board Members:

The Board of Supervisors of the Kenton Community Development District will hold a Special Meeting on July 13, 2026 at 1:00 p.m., at the Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida, 33544. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Acceptance of Letter from Landowner Requesting Dissolution
   - Consent of Landowners to Dissolution

4. Consideration of Resolution 2026-01, Adopting a Plan of Dissolution; Requesting that the Board of County Commissioners of Pasco County, Florida, Adopt a Non-Emergency Ordinance to Provide for the Dissolution of the District; Directing District Staff to Take Appropriate Action to Dissolve the District In Accordance With the Non-Emergency Ordinance Adopted by the Board of County Commissioners of Pasco County, Florida, and the Plan of Dissolution; Providing for Severability; and Providing an Effective Date
   - Exhibit A: Plan of Dissolution
   - Exhibit B: Dissolution Funding Agreement

5. Approval of September 5, 2025 Public Hearing and Regular Meeting Minutes

6. Staff Reports
   A. District Counsel: *Kutak Rock LLP*
   B. District Engineer (Interim): *WRA Engineering, LLC*
   C. District Manager: *Wrathell, Hunt and Associates, LLC*
      - NEXT MEETING DATE: September 4, 2026 at 11:00 AM

- QUORUM CHECK

SEAT 1	JOHN FEDELE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MICHEL REGIGNANO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JOSEPH ROSATI	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	CRISTINA CARMONA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	HUDA BEN-GHUZZI	☐ IN PERSON	☐ PHONE	☐ NO

7. Board Members' Comments/Requests

8. Public Comments

9. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,

Chesley E Adams, Jr.
District Manager

<u>FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE</u>
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

KENTON

COMMUNITY DEVELOPMENT DISTRICT

3

__________________, 2026

Board of Supervisors
Kenton Community Development District
c/o Wrathell, Hunt & Associates LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of GPI Tampa LLC ("**Landowner**"). The Landowner is the majority Landowner of the property located within Kenton Community Development District ("**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements ("**Improvements**") and to operate and maintain such Improvements, the Landowner has determined that it is more advantageous for the needs of the current and future Landowner within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, the Landowner respectfully requests that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore, the Landowner does hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

GPI TAMPA LLC

____
By: __________________________________
Its: __________________________________

Consent and Joinder of Landowners to the Dissolution of
Kenton Community Development District

The undersigned understand and acknowledge that Kenton Community Development District (the "**District**") intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*.

As the owners, collectively, of 100% of the lands within Kenton Community Development District, the undersigned hereby consent to the dissolution of the District. The undersigned also hereby waive the right to object to the District's failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, *Florida Statutes*. A description of the District lands, consisting solely of those lands within the District owned by the undersigned, is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledge that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

The undersigned hereby represent and warrant that they have taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this ___ day of ________________, 2026.

Witnessed: **GPI TAMPA LLC**

____
By: ___________________________
Its: ___________________________

____
Print Name:_____________________

____
Print Name:_____________________

STATE OF ______________________
COUNTY OF ____________________

I hereby certify that on this day, before me by means of ☐ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared ________________ as ________________________ of ____________________________, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of __________________ and State of Florida this _____ day of ______________, 2026.

____
Notary Public

Personally known:_________________
Produced Identification:___________
Type of Identification:____________
____

<u>EXHIBIT A</u>

DESCRIPTION SKETCH
(NOT A SURVEY)

DESCRIPTION:

A portion of Section 21, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of the Southeast 1/4 of said Section 21; thence N.00°13'38"W., 1324.56 feet along the Westerly boundary line of the Southeast 1/4 of said Section 21 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 21; thence N.89°48'49"E., 1320.15 feet along the Northerly boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 21 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 said Section 21; thence N.00°10'16"W., 1322.64 feet along the Westerly boundary line of the Northeast 1/4 of the Southeast 1/4 said Section 21 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 said Section 21 and the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 21; thence N.00°43'39"W., 15.70 feet along the Westerly boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 21; thence S.43°06'07"E., 45.28 feet; thence N.60°34'29"E., 59.12 feet; thence N.66°47'43"E., 41.28 feet; thence N.71°46'32"E., 100.38 feet; thence N.38°40'27"E., 66.83 feet; thence N.45°08'02"E., 81.17 feet; thence N.21°54'13"E., 77.07 feet; thence N.32°58'28"W., 41.70 feet; thence N.23°24'36"E., 72.03 feet; thence N.37°30'48"E., 111.75 feet; thence N.52°48'50"E., 44.48 feet; thence N.06°32'11"W., 91.45 feet; thence N.79°11'59"E., 7.67 feet; thence S.06°00'29"E., 90.57 feet; thence S.13°32'26"E., 17.16 feet; thence S.66°28'30"E., 25.36 feet; thence S.46°44'49"E., 46.74 feet; thence N.59°37'51"E., 112.47 feet; thence S.63°54'02"E., 90.55 feet; thence S.39°03'14"E., 48.03 feet; thence S.65°24'32"E., 64.76 feet; thence N.12°48'50"E., 65.25 feet; thence S.87°26'01"E., 120.46 feet; thence S.42°11'05"E., 171.46 feet; thence S.15°32'26"E., 103.01 feet; thence S.23°58'58"E., 76.82 feet; thence S.72°41'53"E., 76.33 feet; thence S.25°43'05"E., 83.81 feet; thence S.23°30'44"E., 47.39 feet; thence S.66°31'06"E., 49.74 feet to the Westerly right-of-way line of KENTON ROAD; thence along said Westerly right-of-way line the following three courses: S.00°16'32"E., 1841.21 feet; thence S.89°51'33"W., 299.59 feet; thence S.00°15'47"E., 750.93 feet to the Southerly boundary line of the Southeast 1/4 of said Section 21; thence S.89°42'04"W., 2294.62 feet along said Southerly boundary line to the POINT OF BEGINNING.

Containing 119.51 Acres, more or less.

NOTES:

1. No underground installation or improvements have been located except those shown hereon.
2. LANDMARK ENGINEERING & SURVEYING CORPORATION'S Certificate of Authorization Number to provide surveying is LB3913.
3. This drawing not valid without the original signature and seal of a Florida Registered Surveyor & Mapper.

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PGS = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

SHEET 1 OF 3

NOTE:
SEE SHEETS 2 AND 3 FOR SKETCH.

REVISIONS

Description	Date	Dwn.	Ck'd	Order No.
Boundary limits revised.	8-13-24	MAC		2200074

Drawn: MAC **Client No:** 2486 **Checked:**

Original No.: 2200074 **Current No.:** 2200074

SURVEYORS CERTIFICATE

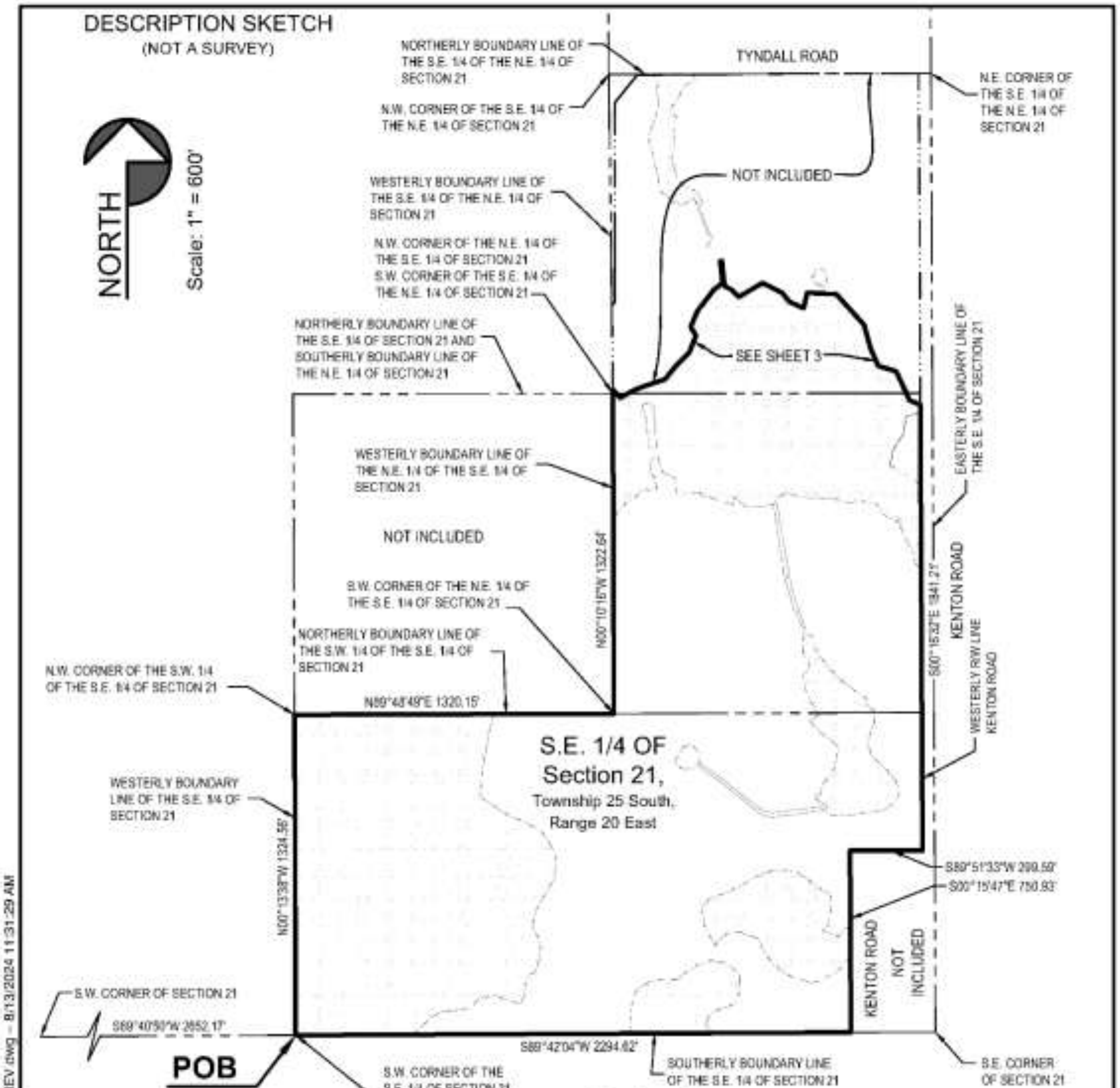
The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code in effect on the Drawing Date shown.

SCOTT R. FOWLER
FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 5-14-2024

LANDMARK
Engineering & Surveying Corporation
8515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1832 (fax)
www.lesc.com | L.B. # 3913

Sec.: 21 Twp.: 25 S. Rge.: 20 E.



NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

= WETLAND CONSERVATION AREAS

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

SURVEYORS CERTIFICATE
The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code in effect on the Survey Date shown.

SCOTT R. FOWLER
FLORIDA REGISTERED LAND SURVEYOR NO. 5185

LANDMARK
Engineering & Surveying Corporation
8515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1832 (fax)
www.lesc.com | L.B. # 3913

SHEET 2 OF 3

Job No.: 2200074

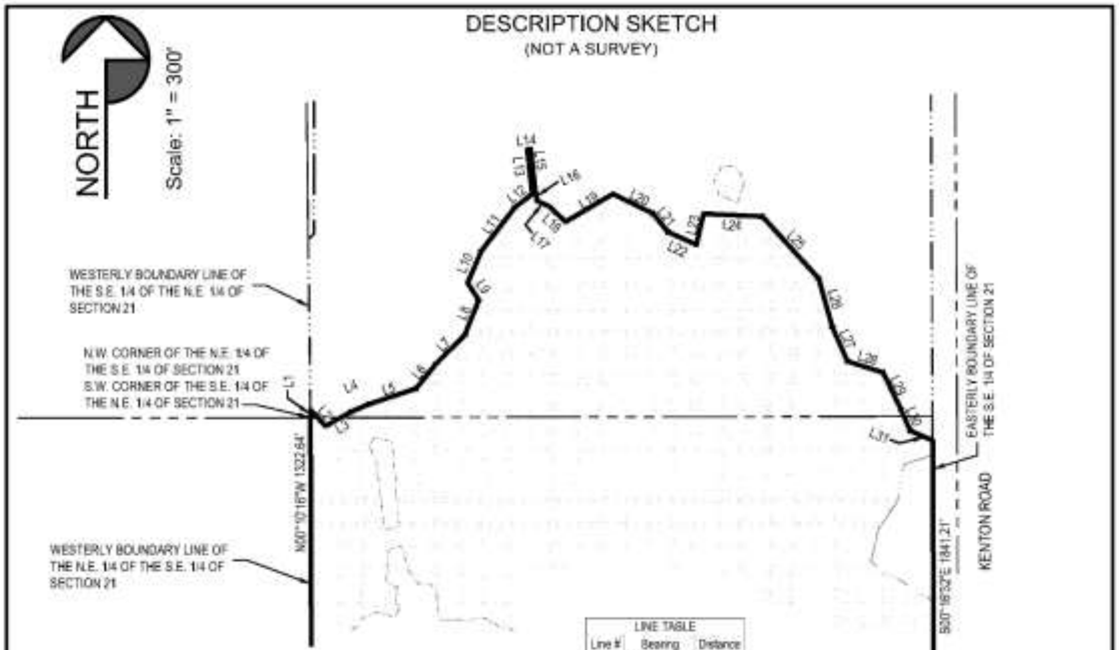
Drawing Date: 5-14-2024

Sec.: 21 Twp.: 25 S. Rge.: 20 E.

J:\2200074\CAD\Survey\DWG\2200074dsk_CDD - REV.dwg -- 8/13/2024 11:31:29 AM

DESCRIPTION SKETCH

(NOT A SURVEY)



LINE TABLE		
Line #	Bearing	Distance
L1	N00°43'38"W	15.70'
L2	S43°08'07"E	45.28'
L3	N60°34'29"E	59.12'
L4	N66°47'43"E	41.28'
L5	N71°46'32"E	100.38'
L6	N38°40'27"E	66.83'
L7	N45°08'02"E	81.17'
L8	N21°54'13"E	77.07'
L9	N32°58'28"W	41.70'
L10	N23°24'36"E	72.03'
L11	N37°30'48"E	111.75'
L12	N52°48'50"E	44.48'
L13	N06°32'11"W	91.45'
L14	N79°11'59"E	7.67'
L15	S06°00'29"E	90.57'
L16	S13°32'26"E	17.16'
L17	S86°28'30"E	25.38'
L18	S46°44'48"E	46.74'
L19	N59°37'51"E	112.47'
L20	S63°54'02"E	90.55'
L21	S39°03'14"E	48.03'
L22	S65°24'32"E	64.76'
L23	N12°48'50"E	65.25'
L24	S87°26'01"E	120.46'
L25	S42°11'05"E	171.46'
L26	S15°32'26"E	103.01'
L27	S23°58'58"E	76.82'
L28	S72°41'53"E	76.33'
L29	S25°43'05"E	83.81'
L30	S23°30'44"E	47.39'
L31	S86°31'06"E	48.74'

= WETLAND CONSERVATION AREAS

NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

SHEET 3 OF 3

Job No.: 2200074

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code in effect on the Survey Date shown.

SCOTT R. FOWLER
FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 5-14-2024

LANDMARK Engineering & Surveying Corporation

8515 Palm River Road (813) 621-7841 | Tampa, Florida 33619 (813) 664-1832 (fax)

www.lesc.com | L.B. # 3913

Sec.: 21 Twp.: 25 S. Rge.: 20 E.

KENTON

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KENTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Kenton Community Development District ("**District**") was established by Ordinance No. 24-52 of the Board of County Commissioners of Pasco County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is located wholly within the boundaries of Pasco County, Florida ("**County**"); and

WHEREAS, GPI Tampa LLC ("**Landowner**"), is the current, sole landowner of the lands within the District; and

WHEREAS, the District has received a letter from the Landowner requesting the dissolution of the District; and

WHEREAS, the District has received written consent to the dissolution of the District from the Landowner, constituting 100% of the current Landowner within the District; and

WHEREAS, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

WHEREAS, the District's Board of Supervisors ("**Board**") determined, based upon information provided to it by the Landowner, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and Landowner (current and future) within the boundaries of the District may be provided by and through Landowner, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

WHEREAS, the Board finds that it is in the best interest of the District and the current and future Landowner within the District that the District be dissolved and that the planned community development services be provided by the Landowner, their successors or assigns or by other means; and

WHEREAS, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

WHEREAS, the dissolution of the District will not harm or otherwise injure any interests of the Landowner of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

WHEREAS, the District desires to authorize and direct the District's Chairperson and District Staff to proceed with such actions and steps as are necessary to effect such transfers; and

WHEREAS, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

WHEREAS, in anticipation of the dissolution, the District desires to enter into that certain *Dissolution Funding Agreement* dated _______________________, and attached hereto as **Exhibit B** whereby the Landowner has agreed, among other things, to directly fund any costs associated with the dissolution; and

WHEREAS, the Board desires that the County adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

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

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. APPROVAL OF PLAN OF DISSOLUTION. The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the County.

SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT. The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

SECTION 4. REQUEST FOR ACTION. The District hereby requests that the County adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

SECTION 5. GENERAL AUTHORIZATION. The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the County. Upon the adoption of a non-emergency ordinance by the County, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 13th day of July, 2026.

ATTEST:	**KENTON COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Plan of Dissolution
EXHIBIT B: Dissolution Funding Agreement

Exhibit A

PLAN OF DISSOLUTION FOR
KENTON COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Kenton Community Development District ("**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to Pasco County, Florida ("**County**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with the current, sole Landowner in the District, __________________________ ("**Landowner**") whereby the Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the County, the Landowner shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

   A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

   B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the

C. Prior to submitting the resolution requesting dissolution to the County, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. NOTICE OF DISSOLUTION. District Counsel shall file a Notice of Dissolution of the Kenton Community Development District in the public records of Pasco County. A copy of the Ordinance passed by the County dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the County dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2026-01.

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the County Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. OPERATION OF THIS PLAN OF DISSOLUTION. This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

Attachment 1

1. District Management
2. District Counsel

Exhibit B

Dissolution Funding Agreement

DISSOLUTION FUNDING AGREEMENT

This **Dissolution Funding Agreement** ("**Agreement**") is made and entered into this ___ day of _________________, 2026, by and between:

Kenton Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida (the "**District**"); and

GPI Tampa LLC, a Florida limited liability company, with a mailing address of 460 Poinciana Island Drive, Sunny Isles Beach, Florida 33160 ("**Landowner**").

Recitals

Whereas, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Pasco County, Florida; and

Whereas, the District is currently not providing, nor does it own, any infrastructure systems, facilities, and services to the lands within the District; and

Whereas, based on representations from and request of sole Landowner, the District's Board of Supervisors ("**Board**") has determined that it is in the best interests of the District that the District be dissolved; and

Whereas, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

Whereas, the District's Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the County to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

Whereas, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

Whereas, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2026-___; and

Whereas, Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

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

1. **Recitals**. Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. **Provision of Funds.** Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff.

3. **District Use of Funds.** Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

4. **Default.** A default by any of the parties under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. **Enforcement of Agreement.** In the event that any of the parties is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party(s) shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

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

7. **Amendments; Assignment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such written approval shall be void.

8. **Notices.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Landowner:

GPI Tampa LLC
460 Poinciana Island Drive
Sunny Isles Beach, Florida 33160
Attn: _______________

If to District:	Kenton Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431 Attn: ________________
With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

9. Third Party Beneficiaries. The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District ("**Third Parties**"), with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit A**, including but not limited to the Third Parties. Further, Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

10. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Pasco County, Florida.

11. Effective Date. The Agreement shall be effective after execution by all parties to this Agreement and shall remain in effect unless terminated in writing by all parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.

12. Public Records. Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[*Signatures on next page*]

In witness whereof, the parties execute this Agreement on the day and year first written above.

KENTON COMMUNITY DEVELOPMENT DISTRICT

____
Chairperson, Board of Supervisors

GPI TAMPA LLC

____
By: ____
Its: ____

EXHIBIT A: Plan of Dissolution

KENTON

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

KENTON
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Kenton Community Development District held a Public Hearing and Regular Meeting on September 5, 2025 at 11:00 a.m., at the Hilton Garden Inn Tampa/Wesley Chapel, 26640 Silver Maple Pkwy., Wesley Chapel, Florida, 33544.

Present:

Michel Regignano	Chair
Joseph Rosati	Vice Chair
John Fedele (via telephone)	Assistant Secretary
Huda Ben-Ghuzzi	Assistant Secretary

Also present:

Chuck Adams	District Manager
Ashley Ligas (via telephone)	District Counsel

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

Mr. Adams called the meeting to order at 11:03 a.m.

The Oath of Office was administered to Ms. Huda Ben-Ghuzzi prior to the meeting.

Supervisors Regignano, Rosati, and Ben-Ghuzzi were present. Supervisor Fedele attended via telephone. Supervisor-Elect Carmona was not present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Administration of Oath of Office to Elected Supervisor Huda Ben-Ghuzzi [Seat 5]** ***(the following to be provided under separate cover)***

This item was addressed during the First Order of Business. Mr. Adams will provide and explain the following after the meeting:

A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

B. Membership, Obligations and Responsibilities

C. Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees 2023

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS **Ratification of Resolution 2025-40, Electing Certain Officers of the District, and Providing for an Effective Date**

Mr. Adams presented Resolution 2025-40. The slate was as follows:

Chair	Michel Regignano
Vice Chair	Joseph Rosati
Assistant Secretary	John Fedele
Assistant Secretary	Cristina Carmona
Assistant Secretary	Huda Ben-Ghuzzi

No other nominations were made.

This Resolution removes the following from the Board:

Assistant Secretary	Michaela Rosati

The following prior appointments by the Board remain unchanged by this Resolution:

Secretary	Chuck Adams
Assistant Secretary	Craig Wrathell
Treasurer	Craig Wrathell
Assistant Treasurer	Jeffrey Pinder

On MOTION by Mr. Rosati and seconded by Mr. Regignano, with all in favor, Resolution 2025-40, Electing Certain Officers of the District, as nominated, and Providing for an Effective Date, was ratified.

FIFTH ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2025/2026 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2025-41, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented Resolution 2025-41. He reviewed the proposed Fiscal Year 2026 budget, which is unchanged since it was last presented. This is a Developer-funded budget with expenses funded as they are incurred. A reduced monthly Management Fee of $2,000 will be charged until bonds are issued.

Mr. Adams opened the Public Hearing.

No affected property owners or members of the public spoke.

Mr. Adams closed the Public Hearing.

On MOTION by Mr. Rosati and seconded by Mr. Regignano, with all in favor, Resolution 2025-41, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS **Consideration of Fiscal Year 2025/2026 Budget Funding Agreement**

Mr. Adams presented the Fiscal Year 2025/2026 Budget Funding Agreement

On MOTION by Mr. Rosati and seconded by Ms. Ben-Ghuzzi, with all in favor, the Fiscal Year 2025/2026 Budget Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-22, Designating the Location of the Local District Records Office and Providing an Effective Date**

This item was deferred.

EIGHTH ORDER OF BUSINESS **Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Mr. Adams presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

> **On MOTION by Mr. Rosati and seconded by Ms. Ben-Ghuzzi, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.**

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

Mr. Adams noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

> **On MOTION by Mr. Rosati and seconded by Ms. Ben-Ghuzzi, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.**

NINTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of July 31, 2025**

Mr. Adams presented the Unaudited Financial Statements as of July 31, 2025.

The financials were accepted.

TENTH ORDER OF BUSINESS **Approval of June 19, 2025 Public Hearings, Regular Meeting and Audit Committee Meeting Minutes**

> **On MOTION by Mr. Rosati and seconded by Mr. Regignano, with all in favor, the June 19, 2025 Public Hearings, Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.**

ELEVENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): WRA Engineering, LLC

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **1 Registered Voter in District as of April 15, 2025**
- **NEXT MEETING DATE: October 3, 2025 at 11:00 AM**
  - **QUORUM CHECK**

The next meeting will be held on October 3, 2025, unless canceled.

TWELFTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Rosati and seconded by Mr. Regignano, with all in favor, the meeting adjourned at 11:16 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Secretary/Assistant Secretary

Chair/Vice Chair

KENTON

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

KENTON COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION *Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel* *2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
April 3, 2026 *rescheduled to June 5, 2026*	~~**Regular Meeting**~~ ~~*Presentation of FY 2027 Proposed Budget*~~	~~**11:00 AM**~~
June 5, 2026 CANCELED **NO QUORUM**	~~**Regular Meeting**~~ ~~*Presentation of FY2027 Proposed Budget*~~	~~**11:00 AM**~~
July 3, 2026 CANCELED	~~**Public Hearing and Regular Meeting**~~ ~~*Adoption of Fiscal Year 2027 Budget*~~	~~**11:00 AM**~~
July 13, 2026	**Special Meeting** *Authorization of District Dissolution*	**1:00 PM**
September 4, 2026	**Regular Meeting**	**11:00 AM**