**Westshore Marina District Master Association, Inc.**
c/o Triad Association Management
918 W Main St. - Leesburg, FL 34748

May 22, 2026

New Port Tampa Bay
Community Development District ("CDD")
c/o Jane Gaarlandt
PFM Consulting Group
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

*Re:* *CDD Letter Dated March 27, 2026 Regarding Infrastructure Operating Agreement*

Dear Jane:

The Westshore Marina District Master Association, Inc. ("Association") is in receipt of your letter dated March 27, 2026 through which the CDD has attempted to unilaterally terminate the Infrastructure Operating Agreement dated February 7, 2017 ("Agreement"). Please be advised that a unilateral termination by the CDD is not permitted under the terms of the Agreement and is therefore wholly ineffective. Because the CDD's purported termination is ineffective, the Association will continue to operate under the terms of the Agreement until a court of law terminates the Agreement or the Agreement is mutually terminated by both parties. This means the Association will continue to maintain the property governed by the Agreement as well as collect assessments consistent with the structure of the Agreement and the Master Declaration. If the CDD chooses to also assess the landowners within the District for these exact same services, the CDD will be doing a disservice to all landowners within the CDD and in fact will have an illegal assessment. It will be illegal because the land will not benefit from these services because the services are already being performed.

While the Association disputes the validity of the purported termination, the CDD's efforts to levy an assessment for Fiscal Year 2026-2027 conflicts with even the CDD's interpretation of the language in the Agreement. Specifically, the purported termination would be effective January 1, 2027, but the CDD is already taking steps to levy an assessment no later than in August of 2026. The CDD's actions are not even permitted by its faulty interpretation of the Agreement.

To be clear, the Association rejects the CDD's purported attempt to unilaterally terminate the Agreement. The Association's position is that the Agreement is still valid and operative. The Association expects the CDD to honor the Agreement.

Because the Association still hopes to reach a resolution of this dispute short of litigation, the Association suggests mediation. The parties can mutually select the mediator and can split the costs equally which will be far less expensive than litigation. The Association respectfully requests the CDD agree to mediation no later than noon on June 5, 2026. If the CDD does not desire to engage in mediation or does not otherwise respond to this suggestion by this time and date, the Association intends to immediately pursue judicial intervention. That litigation is likely to be protracted, and so both the Association and the CDD will need to budget accordingly over the next few years. This result would be very costly because the residents and owners in the community will receive a special assessment from the CDD to pay the CDD's attorney fees, and a special assessment from the Association to pay the Association's attorney fees, all as a result of the actions of the CDD. These special assessments will need to be repeated each year the litigation is pending. No resident or landowner wants to fund attorney fees for a dispute, let alone fund the attorney fees on both sides of a dispute. But that will be the unfortunate reality if this dispute is not resolved soon. The Association has not waived any of its rights and remedies, all of which are hereby expressly reserved.

Sincerely,

Kevin Mays
Vice President