WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

February 19, 2025

BOARD OF SUPERVISORS

PUBLIC HEARING AND REGULAR MEETING AGENDA

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Waypointe 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

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

February 12, 2025

Board of Supervisors
Waypointe Community Development District

Dear Board Members:

The Board of Supervisors of the Waypointe Community Development District will hold a Public Hearing and Regular Meeting on February 19, 2025 at 12:30 p.m., at the Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Acceptance of Resignation of Justin Frye [Seat 2]

4. Consider Appointment of Joseph Posey to Fill Unexpired Term of Seat 2; *Term Expires November 2028*
   - Administration of Oath of Office to Appointed Supervisor *(the following will be provided in a separate package)*
     A. Required Ethics Training and Disclosure Filing
     B. Sample Form 1 2023/Instructions
     C. Membership, Obligations and Responsibilities
     D. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
     E. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

5. Consideration of Resolution 2025-09, Electing and Removing Officers of the District and Providing for an Effective Date

6. Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

- *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*
- *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*

A. Affidavit/Proof of Publication

B. Mailed Notice to Property Owner(s)

C. Engineer's Report *(for informational purposes)*

D. Amended and Restated Master Special Assessment Methodology Report *(for informational purposes)*

E. Consideration of Resolution 2025-10, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date

7. Presentation of Supplemental Reports

   A. First Supplemental Engineer's Report with Area One Legal

   B. First Supplemental Special Assessment Methodology Report

8. Consideration of Resolution 2025-11, Amending and Restating Resolution 2024-08 and Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date [AMENDED & RESTATED SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY - BONDS]

9. Consideration of Authorization for Updated Interlocal Agreement for Operation and Maintenance, Drainage Easement Agreement, Cost Share Agreement and Assignment of Developer Rights and Obligations under Pond Maintenance Agreement
   A. Interlocal Agreement for Operation and Maintenance
   B. Drainage Easement Agreement
   C. Cost Share Agreement
   D. Form Pond Maintenance Agreement
10. Consideration of Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date
11. Acceptance of Unaudited Financial Statements as of December 31, 2024
12. Approval of January 14, 2025 Regular Meeting Minutes
13. Staff Reports
   A. District Counsel: *Kutak Rock, LLP*
      - Update: Boundary Amendment
   B. District Engineer: *Kimley-Horn*
   C. District Manager: *Wrathell, Hunt and Associates, LLC*
      - NEXT MEETING DATE: March 11, 2025 at 1:00 PM
         - QUORUM CHECK

SEAT 1	TIMOTHY SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JOSEPH POSEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	ERIC MORRISETTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	HALEY KIERNAN	☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,

Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3

Justin K. Frye
1551 N. Flagler Drive
Unit No. 1414
West Palm Beach, FL 33401
410.980.7092

January 7, 2025

Kolter Land Partners
Jeremy Camp
14025 Riveredge Dr #175
Tampa, Florida 33637

Dear Jeremy,

Please consider this letter my resignation from my position as Senior Land Development Manager for Koler Land, effective two weeks from today's date. Please also consider this letter a resignation from any Community Development District, Home Owner's Association or related Boards.

While it has been a great experience working with Kolter, I have decided to accept another offer. Therefore, my last day will be January 21st. I am happy to offer my assistance in any way possible to make a smooth transition.

Sincerely,

Justin K. Frye

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waypointe Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective February 19, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 19, 2025:

Justin Frye Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzhi Is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 19th day of February, 2025.

ATTEST:

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

6A

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jackie Leger
Waypointe CDD
250 International PKWY # 208
Lake Mary FL 32746-5062

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Main Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

01/28/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/28/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$2371.88	
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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTIONS 170.07 AND 197.3632, *FLORIDA STATUTES*, BY THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF SPECIAL MEETING OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, the Waypointe Community Development District's ("**District**") Board of Supervisors ("**Board**") hereby provides notice of the following public hearings and public meeting:

NOTICE OF PUBLIC HEARINGS	
DATE:	February 19, 2025
TIME:	12:30 p.m.
LOCATION:	Storch Law Firm 420 S. Nova Road Daytona Beach, Florida 32114

NOTE: The District is undertaking a revised master assessment process to account for, among other things, changes to the District's boundary amendment petition.

The purpose of the public hearings announced above is to consider the imposition of special assessments ("**Debt Assessments**"), and adoption of assessment rolls to secure proposed bonds, on benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, "**Project**"), benefitting certain lands within the District. The Project is described in more detail in the *Engineer's Report*, dated January 16, 2025 ("**Engineer's Report**"). The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within the assessment area, as set forth in *Amended and Restated Master Special Assessment Methodology Report*, dated January 14, 2025 ("**Assessment Report**"). At the conclusion of the public hearings, the Board will, by resolution, levy and impose assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The District is located entirely within the City of Daytona Beach, Florida, and covers approximately 426.70 acres of land, more or less. The site is generally located in the southwest corner of the intersection of Interstate 4 and Interstate 95. (NOTE: The District is undertaking a process to remove certain property ("**Contraction Parcel**") from within the boundaries of the District that are planned for commercial and apartment development because such areas will not be part of the CIP, and, as such, these areas will not be subject to the Debt Assessments.) A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above.

A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

Proposed Debt Assessments

The proposed Debt Assessments are in the total principal amount of $79,990,000 (not counting interest, collection costs, etc.) as follows:

Product Type	EAU	Units	Total EAUs	Maximum Total Debt Assessment Allocation**	Maximum Total Debt Assessment Allocation per Unit**	Maximum Annual Debt Assessment per Unit*
Planned Platted						
Townhomes	0.7	470	329.0	$28,026,315.23	$59,630.46	$5,634.92
Single Family	1.0	610	610.0	$51,963,684.77	$85,186.37	$8,049.88

*Excludes estimated 7% early payment discount and collection fees, which may vary.
**Excludes interest and collection costs.

The assessments shall be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments will be collected on the County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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.

District Manager

RESOLUTION 2025-08
[RESTATED DECLARING RESOLUTION][1]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

[1] The District is undertaking a revised master assessment process to account for, among other things, changes to the District's boundary amendment petition.

WHEREAS, the Waypointe Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the District *Engineer's Report*, dated January 16, 2025 ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Amended and Restated Master Special Assessment Methodology Report*, dated January 14, 2025, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010 ("**District Records Office**");

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

A. The total estimated cost of the Project is **$58,234,347** ("**Estimated Cost**").

B. The Assessments will defray approximately **$79,990,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **$7,105,306** per year, again as set forth in **Exhibit B**.

C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS	
DATE:	February 19, 2025
TIME:	12:30 p.m.
LOCATION:	Storch Law Firm 420 S. Nova Road Daytona Beach, Florida 32114

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this resolution be 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.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 14th day of January, 2025.

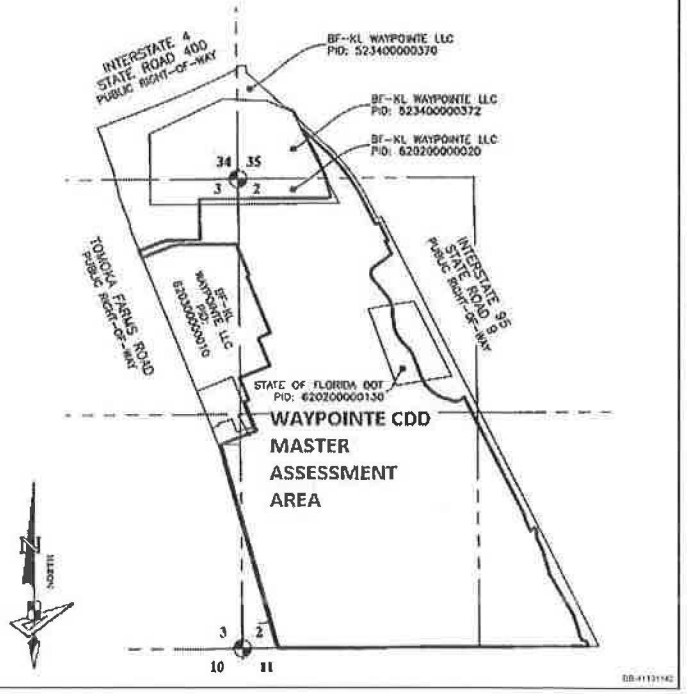
ATTEST:

/s/ Andrew Kantarzhi
Secretary/Assistant Secretary

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

/s/ William Fife
Chair/Vice Chair, Board of Supervisors

Exhibit A: *Engineer's Report*, dated January 16, 2025
Exhibit B: *Amended and Restated Master Special Assessment Methodology Report*, dated January 14, 2025



THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jackie Leger
Waypointe CDD
250 International PKWY # 208
Lake Mary FL 32746-5062

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Main Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

02/04/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/04/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTIONS 170.07 AND 197.3632, *FLORIDA STATUTES*, BY THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF SPECIAL MEETING OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

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The District is located entirely within the City of Daytona Beach, Florida, and covers approximately 426.70 acres of land, more or less. The site is generally located in the southwest corner of the intersection of Interstate 4 and Interstate 95. (NOTE: The District is undertaking a process to remove certain property ("**Contraction Parcel**") from within the boundaries of the District that are planned for commercial and apartment development because such areas will not be part of the CIP, and, as such, these areas will not be subject to the Debt Assessments.) A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above.

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Proposed Debt Assessments

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Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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.

District Manager

RESOLUTION 2025-08
[RESTATED DECLARING RESOLUTION][1]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

[1] The District is undertaking a revised master assessment process to account for, among other things, changes to the District's boundary amendment petition.

WHEREAS, the Waypointe Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the District *Engineer's Report*, dated January 16, 2025 ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Amended and Restated Master Special Assessment Methodology Report*, dated January 14, 2025, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010 ("**District Records Office**");

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

   A. The total estimated cost of the Project is **$58,234,347** ("**Estimated Cost**").

   B. The Assessments will defray approximately **$79,990,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **$7,105,306** per year, again as set forth in **Exhibit B**.

   C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS	
DATE:	February 19, 2025
TIME:	12:30 p.m.
LOCATION:	Storch Law Firm 420 S. Nova Road Daytona Beach, Florida 32114

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this resolution be 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.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 14th day of January, 2025.

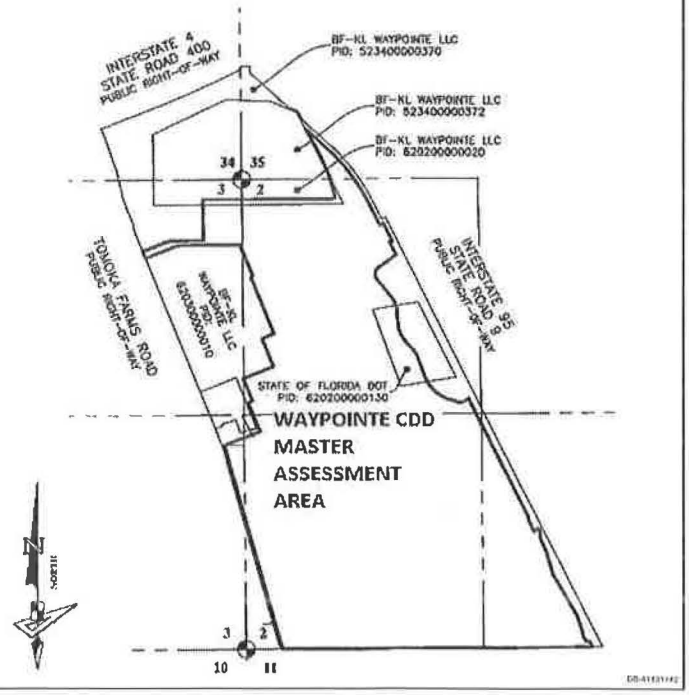
ATTEST:

/s/ Andrew Kantarzhi
Secretary/Assistant Secretary

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

/s/ William Fife
Chair/Vice Chair, Board of Supervisors

Exhibit A: *Engineer's Report*, dated January 16, 2025
Exhibit B: *Amended and Restated Master Special Assessment Methodology Report*, dated January 14, 2025



WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

6B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING
(RESTATED ASSESSMENTS)

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.

2. I, Curtis Marcoux, am employed by Wrathell Hunt & Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Waypointe Community Development District ("**District**").

3. Among other things, my duties include preparing and transmitting correspondence relating to the District.

4. I do hereby certify that on January 17, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A.**

5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization this 17th day of January 2025, by Curtis Marcoux for Wrathell Hunt & Associates, LLC, who ☑ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☑ did not take an oath.

Notary Public State of Florida
Andrew Kantarzhi
My Commission
HH 249949
Exp. 4/6/2026

NOTARY PUBLIC

Print Name: Andrew Kantarzhi
Notary Public, State of Florida
Commission No.: HH249949
My Commission Expires: 04/06/26

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressee

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- ☐ Adult Signature Restricted Delivery $ _____

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Total Pc
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Street ar

City, Sta

BOCA WOODLAND USPS JAN 17 2025 Postmark Here BOCA RATON, FL 33431-1905

BF-KL WAYPOINTE LLC
105 NE 1st STREET
DELRAY BEACH, FL 33444

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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BOCA WOODLAND USPS JAN 17 2025 Postmark Here BOCA RATON, FL 33431-1905

BF-KL WAYPOINTE LLC
14025 RIVEREDGE DR STE 175
TAMPA, FL 33637

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Waypointe 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

Via First Class U.S. Mail
January 17, 2025

BF-KL WAYPOINTE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

RE: Waypointe Community Development District ("District")
Notice of Hearings on Debt Assessments

Dear Property Owner:

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, the District's Board of Supervisors ("**Board**") hereby provides notice of the following public hearings, and public meeting:

NOTICE OF PUBLIC HEARINGS

DATE:	February 19, 2025
TIME:	12:30 pm
LOCATION:	Storch Law Firm, 420 S. Nova Road, Daytona Beach, FL 32114

NOTE: The District is undertaking a revised master assessment process to account for, among other things, changes to the District's boundary amendment petition.

The purpose of the public hearings announced above is to consider the imposition of special assessments ("**Debt Assessments**"), and adoption of assessment rolls to secure proposed bonds, on benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, "**Project**"), benefitting certain lands within the District. The Project is described in more detail in the *Engineer's Report*, dated January 16, 2025 ("**Engineer's Report**"). The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within the assessment area, as set forth in the *Amended and Restated Master Special Assessment Methodology Report*, dated January 14, 2025 ("**Assessment Report**"). Copies of the Engineer's Report and Assessment Report are attached hereto. As required by Chapters 170, 190 and 197, *Florida Statutes*, the Assessment Report, together with the Engineer's Report, describe in more detail the purpose of the Debt Assessments; the total amount to be levied against each parcel of land within the District; the units of measurement to be applied against each parcel to determine the Debt Assessments; the number of such units contained within each parcel; and the total revenue the District will collect by the Debt Assessments. At the conclusion of the public hearings, the Board will, by resolution, levy and impose the Debt Assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The Debt Assessments constitute a lien against benefitted property located within the District just as do each year's property taxes. For the Debt Assessments, the District may elect to have the County Tax Collector collect the assessments, or alternatively may collect the assessments by sending out an annual bill. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

The District is located entirely within the City of Daytona Beach, Florida, and covers approximately 426.70 acres of land, more or less. The site is generally located in the southwest corner of the intersection of Interstate 4 and Interstate 95. (NOTE: The District is undertaking a process to remove certain property ("Contraction Parcel") from within the boundaries of the District that are planned for commercial and apartment development because such areas will not be part of the CIP, and, as such, these areas will not be subject to the Debt Assessments.) A geographic description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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.

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,
Andrew Kantarzhi
District Manager

ATTACHMENTS: Engineer's Report and Assessment Report (with Legal Descriptions of Lands)

Waypointe 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

Via First Class U.S. Mail
January 17, 2025

BF-KL WAYPOINTE LLC
14025 RIVEREDGE DR STE 175
TAMPA FL 33637

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The District is located entirely within the City of Daytona Beach, Florida, and covers approximately 426.70 acres of land, more or less. The site is generally located in the southwest corner of the intersection of Interstate 4 and Interstate 95. (NOTE: The District is undertaking a process to remove certain property ("Contraction Parcel") from within the boundaries of the District that are planned for commercial and apartment development because such areas will not be part of the CIP, and, as such, these areas will not be subject to the Debt Assessments.) A geographic description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

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If you have any questions, please do not hesitate to contact the District Office.

Sincerely,
Andrew Kantarzhi
District Manager

ATTACHMENTS: Engineer's Report and Assessment Report (with Legal Descriptions of Lands)

ENGINEER'S REPORT
FOR THE
WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

Jarod Stubbs, P.E.

KIMLEY-HORN & ASSOCIATES, LLC

To be effective as of January 16, 2025

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("**CIP**") and estimated costs of the CIP, for the Waypointe Community Development District ("**District**").

2. GENERAL SITE DESCRIPTION

The District is located entirely within the City of Daytona Beach, Florida ("**City**"), and covers approximately 426.70 acres of land, more or less. The site is generally located in the southwest corner of the intersection of Interstate 4 and Interstate 95.

The District is undertaking a process to remove 136.703 acres of property ("**Contraction Parcel**") from within the boundaries of the District that are planned for commercial and multi-family development because such areas will not be part of the CIP, and, as such, these areas are not included within the scope of this report, and the CIP refers to only lands within the District, as amended ("**Amended District**"). The amended CDD boundaries will total approximately 289.997 acres once the Contraction Parcel is removed. See sketch of new boundary attached as **Exhibit A.**

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which lands are planned for 610 homes and 470* townhomes. The following chart shows the planned product types and land uses for the District:

Table 1

Product Type	TOTAL Units
Single Family	610
Townhome	470*
TOTALS	**1080***

* While 1,080 units are shown above, please note that zoning approvals are still pending based on an application to add an additional 220 townhomes and thereby increase the total unit counts from 860 to 1,080.

** 10 additional Townhome units have potential of being added pending zoning approval which will increase the total unit count from 1080 to 1090.

The CIP infrastructure includes:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with City standards.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance.

Stormwater Management System:

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the SJRWMD and the City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the City will own, operate and maintain the inlets and storm sewer systems within City right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of transporting any fill to private lots.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift station(s).

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Hardscaping will consist of entry features, walls and placemaking elements, trails and sidewalks.

The City has distinct design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the City will be maintained pursuant to a right-of-way agreement to be entered into with the City.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with a private utility provider in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within the rights-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by a private utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

In conjunction with the construction of the CIP, the District intends to construct a community amenity center and other recreational features. These improvements will be funded, owned and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners' association for ownership, operation and maintenance. If financed by the District, all such improvements will be open to the general public, but, if financed by the developer and owned by a homeowner's association, all such improvements will be considered common elements for the exclusive benefit of the District landowners.

Environmental Conservation/Mitigation

There are approximately 0.25 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation, to the extent permitted by federal tax laws. Any mitigation payments will not be part of the District's CIP, but any onsite conservation areas (if any) will be owned and maintained by the District.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, landscape architectural, surveying and building architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements / Commercial & Multi-Family Sites

Currently, access to the site will be provided via three access points on Tomoka Farms Rd. Based on the Transportation Impact Analyses Report, it was determined that turn lanes are warranted at the proposed site access points on Tomoka Farms Rd.

While the District functions as a system of improvements as noted herein, it also has certain infrastructure that connects with and benefits adjacent commercial and multi-family sites. This infrastructure includes: Earthwork, Stormwater, Roadways, Utilities, Landscape, Irrigation and Off-Site Improvements ("**Shared Improvements**"). The District will not fund the portion of the costs of the Shared Improvements attributable to the commercial and multi-family sites, and instead such costs will be privately financed.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of a separate agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash paydown of certain debt assessments, or the cost to be paid by the District for the public improvements shall be reduced by the market value of such credits.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

Permit Description	Regulatory Agency	Status
Daytona Beach Site Construction Plan	City of Daytona Beach	Under Review
CLOMR	FEMA	Issued 23-04-2738R
LOMR	FEMA	To be Submitted after stormwater system construction completion
404 Permit	Florida Dept of Environmental Protection	Issued - SAJ-2024-01076
Environmental Resource Permit	St. Johns River Management District	Issued - 179365-1
FDEP Water, Sewer	Florida Dept of Environmental Protection	Sewer Issued - 0454445-001-DWC/CG Water Issued - 0129387-509-DSGP
NPDES	Florida Dept of Environmental Protection	To be Submitted 2/2025

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in the table are reasonable and consistent with market pricing, both for the CIP.

Improvement	TOTAL Estimated Cost of Public Infrastructure for Entire Development	Costs (if any) for Shared Improvements attributable to commercial/multi-family sites[4]	TOTAL Estimated Cost of CIP	O&M Entity
Public Earthwork and Stormwater System	$20,130,000	$4,583,601	$15,546,399	CDD
Roadways	7,480,000	3,580,676	3,899,324	CITY
Water, Sewer, Reclaim Utilities and Lift Station	11,550,000	6,112,260	5,437,740	CITY
Hardscape, Landscape, Irrigation	6,160,000	61,600	6,098,400	CDD
Amenities	3,300,000	0	3,300,000	CDD
Conservation/Mitigation	0	0	0	CDD
Off-Site Improvements	12,500,000	5,983,750	6,516,250	CITY/COUNTY
Professional Fees	7,466,400	3,574,166	3,892,234	CDD
Contingency (including possible Utility Connection Fees)	13,544,000		13,544,000	
TOTAL	$82,130,400		$58,234,347	

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
2. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
3. A third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.
4. The costs of the Shared Improvements attributable to the commercial and multi-family sites are not part of the CIP, and instead will be private financed.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the City in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;

- The District will pay the lesser of the actual cost of the improvements or fair market value; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

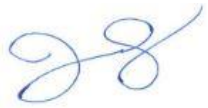
Also, the CIP will constitute a system of improvements that will provide general, special and particular benefits to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

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 CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public and perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to

support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



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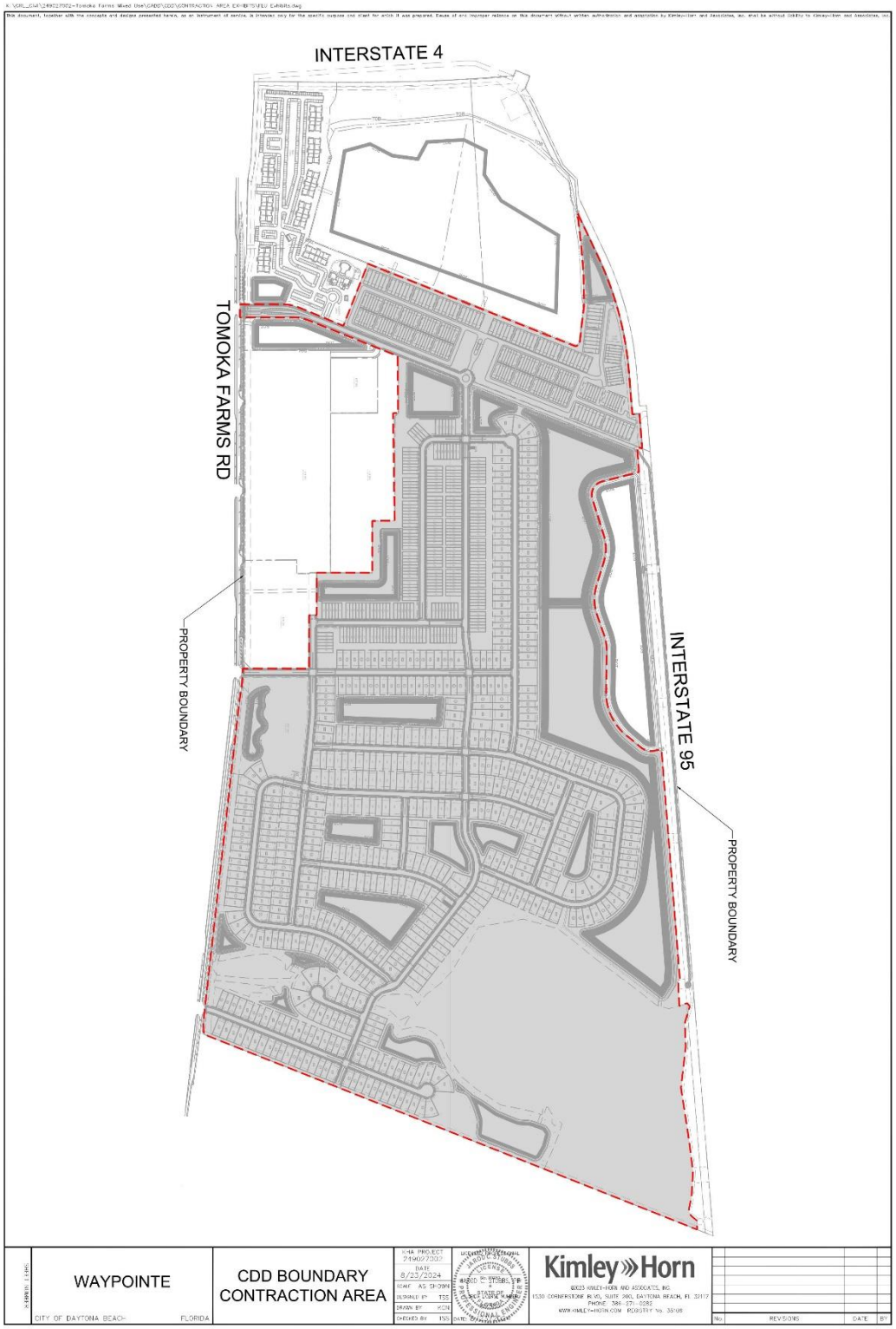
Jarod C. Stubbs, P.E. 01/16/2025

FL License No. _____89387_____

EXHIBIT A: Map of Amended District



WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated
Master Special Assessment
Methodology Report

January 14, 2025

Provided by:

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1.0 Introduction

1.1 Purpose

This Amended and Restated Master Special Assessment Methodology Report (the "Amended Report") was developed to provide a financing plan and a special assessment methodology for the Waypointe Community Development District (the “District”), located in the City of Daytona Beach, Volusia County, Florida, as related to funding the costs of public infrastructure improvements via the Capital Improvement Plan (the “Project”) contemplated to be provided by the District.

1.2 Scope of the Amended Report

This Amended Report presents the projections for financing the District's Capital Improvement Plan described in the Waypointe Community Development District Engineer’s Report developed by Kimley-Horn and Associates, Inc. (the “District Engineer”) and dated July 18, 2023 (the “Engineer's Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Project.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Amended Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s Capital Improvement Plan enables properties within its boundaries to be developed.

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

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the 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 Project. Even though the exact value of the benefits provided by the Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Amended Report

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

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

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Waypointe development, a master planned residential development located in the City of Daytona Beach, Volusia County, Florida (the “Development” or “Waypointe”). The land within the District currently consists of approximately 426.701 +/- acres and is generally located west of Lake Eloise, north of Eagle Lake Loop, south of Lake Lulu, and east of US 17 and Snively Elementary School. The District is currently undertaking a process to remove 136.703 +/- acres of property (“Contraction Parcel” from within the boundaries of the District resulting in a total acreage of 289.997 +/- acres.

2.2 The Development Program

The development of Waypointe is anticipated to be conducted by BF-KL Waypointe, LLC - Delaware or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions a total of 1,080 residential units developed over a multi-year period in

two (2) or more stages within two (2) or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Please note that while the current development plan anticipates 1,080 residential units, zoning approvals are currently pending based on an application to add additional units and may include an additional 10 Townhomes for a total of 1,090 residential units. Table 1 in the *Appendix* illustrates the development plan for Waypointe.

3.0 The Capital Improvement Plan

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 Project

The public infrastructure improvements which are part of the Project and are needed to serve the Development are projected to consist of improvements which will serve all of the lands in the District. The Project will consist of public earthwork and stormwater system, roadways, water, sewer reclaim utilities and lift station, hardscape, landscape, irrigation, amenities, conservation/ mitigation, and off-site improvements, the costs of which, along with contingencies and professional fees, were estimated by the District Engineer at $82,130,400, however, once the Contraction Parcel is removed, the total then is estimated at $58,234,347.

The public infrastructure improvements that comprise the Project will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Project.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of 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. As of the time of writing of this Amended Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the Project as described in *Section 3.2* in two financing transactions, the District would have to issue approximately $79,990,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Amended Report is to allocate the benefit of the Project to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Project. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $79,990,000 to finance approximately $58,234,347 in Project costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately $79,990,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds along with financing assumptions are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Amended Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Project 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 and general benefits accruing to areas outside the District but being 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 Project. All properties that receive special benefits from the Project will be assessed for their fair share of the debt issued in order to finance all or a portion of the Project.

5.2 Benefit Allocation

The most current development plan envisions the development of 1,080 residential units, although unit numbers and land use types may change throughout the development period. Please note that while the current development plan anticipates 1,080 residential units, zoning approvals are currently pending based on an application to add additional units and may include an additional 10 Townhomes for a total of 1,090 residential units.

The public infrastructure improvements that comprise the Project will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the Project and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each

infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Project have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the 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. 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 benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied for, the improvement or debt allocated to that parcel.

The benefit associated with the Project 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 Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU 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 master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the District's improvements less than larger units, as for instance, generally and on average smaller units may produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District's Project (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

5.3 Assigning Debt

As the finalization of the Contraction Parcel is imminent, the Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District after removal of the Contraction Parcel. Consequently, the Bond Assessments will be levied on approximately 289.997 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $79,990,000 will be preliminarily levied on approximately 289.997 +/- gross acres at a rate of $275,830.44 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability 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 certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU 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:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Project make the land in the District developable and saleable and when implemented jointly as parts of the Project, 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 Lienability 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 is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the 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 property within the District according to reasonable estimates of the special and peculiar benefits derived from the Project by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Amended Report,

and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District, may allocate additional ERUs/ densities for a future bond finance, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands 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 to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (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, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, 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 Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised 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 Bond Assessments to pay debt service on the applicable series of Bonds 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, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable series of Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable series of Bonds)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. 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 plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of $79,990,000 are proposed to be levied over the area 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 Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the

allocation methodology described herein, and shall be described in one or more supplemental reports.

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

As set forth in any supplemental report, and for any particular bond issuance, the land developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Bond Assessments are allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the Project is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

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

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

7.0 Appendix

Table 1

Waypointe

Community Development District

Development Plan

Unit Type	Total Number of Units
Townhomes*	470
Single-Family	610
Total**	**1,080**

* While 1,080 units are shown above, please note that zoning approvals are still pending based on an application to add an additional 220 Townhome units and thereby increase the total unit countrs from 860 to 1,080.

** 10 Additional Townhome units have potential of being added pending zoning approval which will increase the total unit count from 1,080 to 1,090

Table 2

Waypointe

Community Development District

Capital Improvement Plan

Improvement	Existing District Boundary Costs	Future Contraction Parcel Costs	Total CIP Costs
Public Earthwork and Stormwater System	$ 20,130,000.00	$ 4,583,601.00	$ 15,546,399.00
Roadways	$ 7,480,000.00	$ 3,580,676.00	$ 3,899,324.00
Water, Sewer, Reclaim Utilities and Lift Station	$ 11,550,000.00	$ 6,112,260.00	$ 5,437,740.00
Hardscape, Landscape, Irrigation	$ 6,160,000.00	$ 61,600.00	$ 6,098,400.00
Amenities	$ 3,300,000.00	$ -	$ 3,300,000.00
Conservation/ Mitigation	$ -	$ -	$ -
Off-site Improvements	$ 12,500,000.00	$ 5,983,750.00	$ 6,516,250.00
Professional Fees	$ 7,466,400.00	$ 3,574,166.00	$ 3,892,234.00
Contingency (Including possible utility connection fees)	$ 13,544,000.00	$ -	$ 13,544,000.00
Total	**$ 82,130,400.00**	**$ 23,896,053.00**	**$ 58,234,347.00**

Table 3

Waypointe

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$79,990,000.00
Total Sources	**$79,990,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$58,234,347.00
Other Fund Deposits:	
Debt Service Reserve Fund	$7,105,306.40
Capitalized Interest Fund	$12,798,400.00
Delivery Date Expenses:	
Costs of Issuance	$1,849,800.00
Rounding	$2,146.60
Total Uses	**$79,990,000.00**

Financing Assumptions

Coupon Rate: 8%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2%
Cost of Issuance: $250,000

Table 4

Waypointe

Community Development District

Benefit Allocation

Unit Type	Total Number of Units	ERU per Unit	Total ERU
Townhomes	470	0.70	329.00
Single-Family	610	1.00	610.00
Total	**1,080**		**939.00**

Table 5

Waypointe

Community Development District

Bond Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March*
Townhomes	470	$20,403,727.54	$28,026,315.23	$59,630.46	$5,634.92
Single-Family	610	$37,830,619.46	$51,963,684.77	$85,186.37	$8,049.88
Total	**1,080**	**$58,234,347.00**	**$79,990,000.00**		

* Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

EXHIBIT “A”

Bond Assessments in the estimated amount of $79,990,000 are proposed to be levied uniformly over the area described below:

Description Sketch
(Not A Survey)

DESCRIPTION:
(WAYPOINTE - OVERALL CONTRACTION PARCEL)

A parcel of land lying in Section 35, Township 15 South, Range 32 East and Sections 2 and 3, Township 16 South, Range 32 East, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 2; thence along the West line of the Northwest 1/4 of said Section 2, S.00°29'51"E., a distance of 222.41 feet to the POINT OF BEGINNING; thence N.89°29'39"E., a distance of 1003.43 feet; thence Northeasterly, 45.74 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 104°50'01" (chord bearing N.37°04'38"E., 39.62 feet); thence N.15°20'23"W., a distance of 212.79 feet; thence N.23°04'51"W., a distance of 207.20 feet; thence N.25°58'56"W., a distance of 53.95 feet; thence N.26°20'28"W., a distance of 53.95 feet; thence N.26°53'01"W., a distance of 26.68 feet; thence N.27°36'35"W., a distance of 26.68 feet; thence N.28°07'36"W., a distance of 199.43 feet; thence N.31°08'11"W., a distance of 33.97 feet; thence S.47°22'57"E., a distance of 313.02 feet; thence Southeasterly, 490.92 feet along the arc of a tangent curve to the right having a radius of 2147.99 feet and a central angle of 13°05'41" (chord bearing S.40°50'07"E., 489.85 feet); thence Southeasterly, 286.48 feet along the arc of a compound curve to the right having a radius of 2147.96 feet and a central angle of 07°38'30" (chord bearing S.30°28'01"E., 286.27 feet); thence S.26°38'47"E., a distance of 275.00 feet; thence N.63°21'14"E., a distance of 45.98 feet; thence S.26°38'46"E., a distance of 226.47 feet; thence S.89°30'51"W., a distance of 35.06 feet; thence S.26°00'48"E., a distance of 165.60 feet; thence S.53°44'18"W., a distance of 246.89 feet; thence Southerly, 144.00 feet along the arc of a tangent curve to the left having a radius of 88.50 feet and a central angle of 93°13'38" (chord bearing S.07°07'29"W., 128.63 feet); thence S.39°29'20"E., a distance of 246.22 feet; thence Southeasterly, 176.20 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 34°37'56" (chord bearing S.22°10'22"E., 173.53 feet); thence S.04°51'24"E., a distance of 158.79 feet; thence Southeasterly, 196.52 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 36°29'53" (chord bearing S.23°06'20"E., 193.21 feet); thence S.41°21'16"E., a distance of 139.55 feet; thence Southeasterly, 102.85 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 20°12'56" (chord bearing S.31°14'48"E., 102.32 feet); thence S.21°08'20"E., a distance of 264.83 feet; thence Southeasterly, 178.23 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 33°06'03" (chord bearing S.37°41'22"E., 175.76 feet); thence S.54°14'23"E., a distance of 38.02 feet;

CONTINUED ON SHEET 2..

NOTES:
1) The bearings shown hereon are based on the West line of the Northwest 1/4 of Section 02, Township 16 South, Range 32 East, having a Grid bearing of S.00°29'51"E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEETS 1 - 2 FOR DESCRIPTION
SEE SHEET 3 FOR OVERALL SKETCH
SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

David W. Maxwell LS7311

JOB #: WAYPOINTE - OVERALL CONTRACTION PARCEL
DR- N: TJS D-TE: 10/10/2024 CHECKED: DWM
Prepared For: Kolter Group Acquisitions, LLC.

Revisions

D-TE	DESCRIPTION	DR- N
10/07/24	BOUNDR-Y -ND LEG-L UPD-TE	TJS
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CONTINUED FROM SHEET 1..

thence Southeasterly, 127.26 feet along the arc of a tangent curve to the left having a radius of 408.50 feet and a central angle of 17°51'00" (chord bearing S.63°09'53"E., 126.75 feet); thence S.72°05'23"E., a distance of 94.51 feet; thence Easterly, 111.11 feet along the arc of a tangent curve to the left having a radius of 108.50 feet and a central angle of 58°40'27" (chord bearing N.78°34'24"E., 106.32 feet); thence N.63°21'14"E., a distance of 31.05 feet; thence S.26°38'46"E., a distance of 1483.07 feet; thence S.01°30'52"E., a distance of 29.64 feet; thence S.24°36'51"E., a distance of 152.68 feet; thence N.48°46'28"E., a distance of 54.66 feet; thence S.60°05'25"E., a distance of 26.77 feet; thence S.07°05'30"E., a distance of 36.05 feet; thence S.04°42'42"E., a distance of 76.45 feet; thence S.24°20'43"E., a distance of 153.33 feet; thence S.15°54'39"E., a distance of 270.42 feet; thence S.30°50'26"E., a distance of 315.02 feet; thence S.29°02'35"E., a distance of 231.48 feet; thence S.18°25'26"E., a distance of 160.91 feet; thence S.10°20'00"E., a distance of 75.86 feet; thence Southeasterly, 62.16 feet along the arc of a tangent curve to the left having a radius of 57.50 feet and a central angle of 61°56'19" (chord bearing S.41°18'10"E., 59.18 feet); thence S.72°16'19"E., a distance of 40.65 feet; thence S.22°50'56"E., a distance of 57.60 feet to a point on the South line of said Section 2; thence alongthe South line of the Southeast 1/4 of said Section, S.89°33'04"W., a distance of 1216.94 feet to the South 1/4 Corner of said Section 2; thence along the South line of the Southwest 1/4 of said Section 2, S.89°31'13"W., a distance of 2222.20 feet; thence N.24°56'43"W., a distance of 71.94 feet; thence N.15°58'57"W., a distance of 97.88 feet; thence N.15°28'00"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.98 feet; thence N.15°45'11"W., a distance of 100.01 feet; thence N.15°41'45"W., a distance of 100.08 feet; thence N.15°45'11"W., a distance of 99.90 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.90 feet; thence N.15°24'34"W., a distance of 100.06 feet; thence N.15°34'52"W., a distance of 100.04 feet; thence N.15°34'52"W., a distance of 99.89 feet; thence N.15°21'07"W., a distance of 100.00 feet; thence N.15°34'52"W., a distance of 100.11 feet; thence N.15°34'52"W., a distance of 99.99 feet; thence N.15°48'37"W., a distance of 100.09 feet; thence N.15°41'45"W., a distance of 99.87 feet; thence N.15°28'00"W., a distance of 99.97 feet; thence N.15°34'52"W., a distance of 100.15 feet; thence N.16°09'16"W., a distance of 99.95 feet; thence N.15°34'52"W., a distance of 99.31 feet; thence N.13°00'22"W., a distance of 100.60 feet; thence N.17°35'13"W., a distance of 101.90 feet; thence N.21°41'43"W., a distance of 11.77 feet; thence N.68°00'40"E., a distance of 417.75 feet; thence Northeasterly, 15.71 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing N.23°00'40"E., 14.14 feet); thence N.21°59'20"W., a distance of 336.18 feet; thence N.68°00'40"E., a distance of 50.00 feet; thence N.21°59'20"W., a distance of 274.62 feet; thence N.68°00'40"E., a distance of 359.85 feet; thence N.21°59'20"W., a distance of 337.57 feet; thence N.67°51'29"E., a distance of 144.14 feet; thence N.21°54'48"W., a distance of 674.30 feet; thence N.23°00'27"E., a distance of 32.32 feet; thence N.21°59'20"W., a distance of 369.66 feet; thence S.89°30'51"W., a distance of 621.76 feet; thence Westerly, 113.08 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 21°35'50" (chord bearing S.78°42'56"W., 112.41 feet); thence S.67°55'01"W., a distance of 339.00 feet to a point on the East right-of-way line of Tomoka Farms Road; thence along said East right-of-way line run the following two (2) courses: 1) N.22°04'59"W., a distance of 16.82 feet; 2) N.22°04'59"W., a distance of 67.18 feet; thence N.67°55'01"E., a distance of 267.42 feet; thence Easterly, 103.66 feet along the arc of a tangent curve to the right having a radius of 275.00 feet and a central angle of 21°35'50" (chord bearing N.78°42'56"E., 103.05 feet); thence N.89°30'51"E., a distance of 324.99 feet; thence N.00°29'09"W., a distance of 432.05 feet; thence N.89°36'00"E., a distance of 429.96 feet to the **POINT OF BEGINNING**.

Containing 289.997 acres, more or less.

See Sheet 1 for Signature & Revisions

NOTES:
SEE SHEETS 1 - 2 FOR DESCRIPTION
SEE SHEET 3 FOR OVERALL SKETCH
SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

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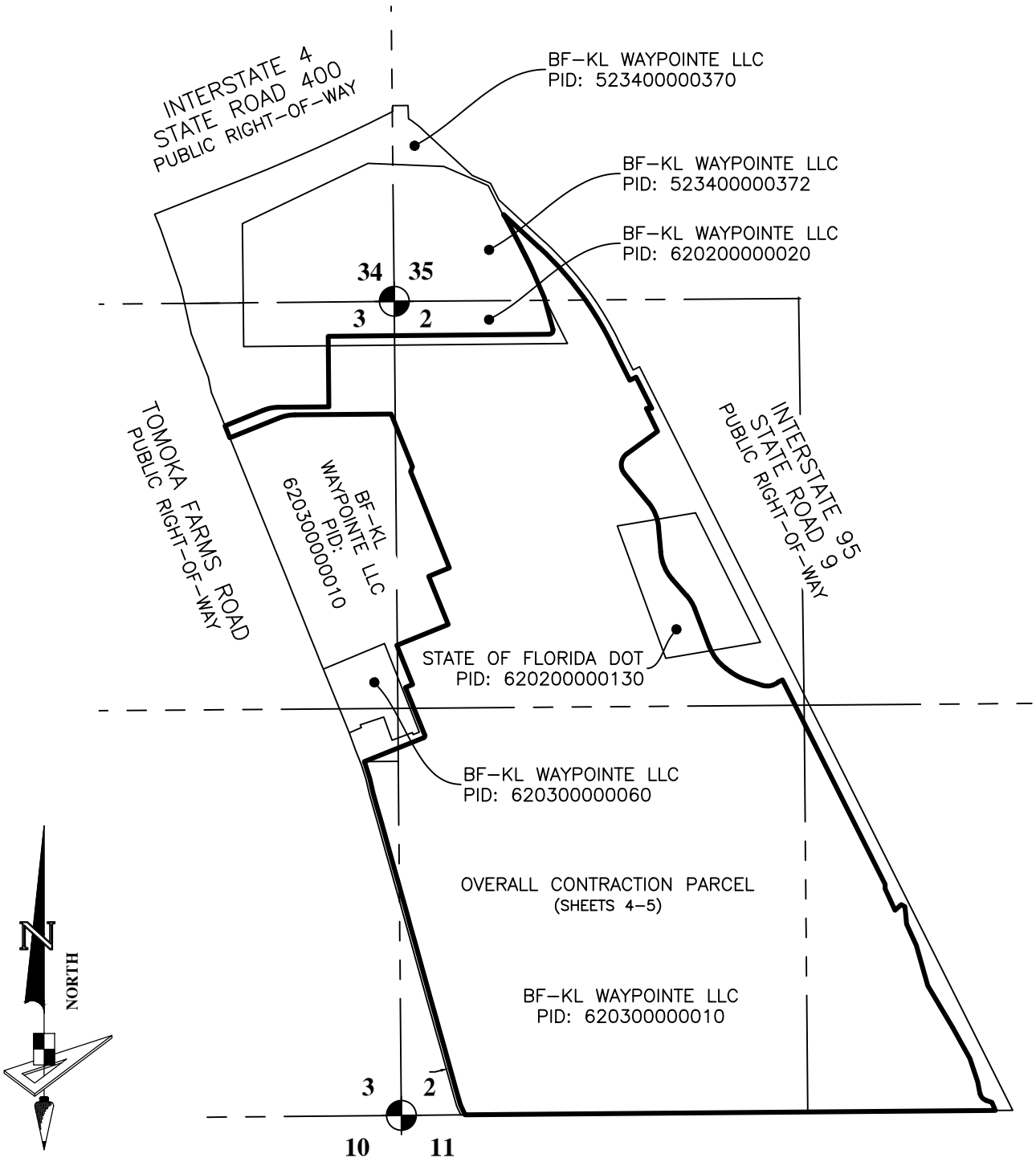
Description Sketch

(Not A Survey)



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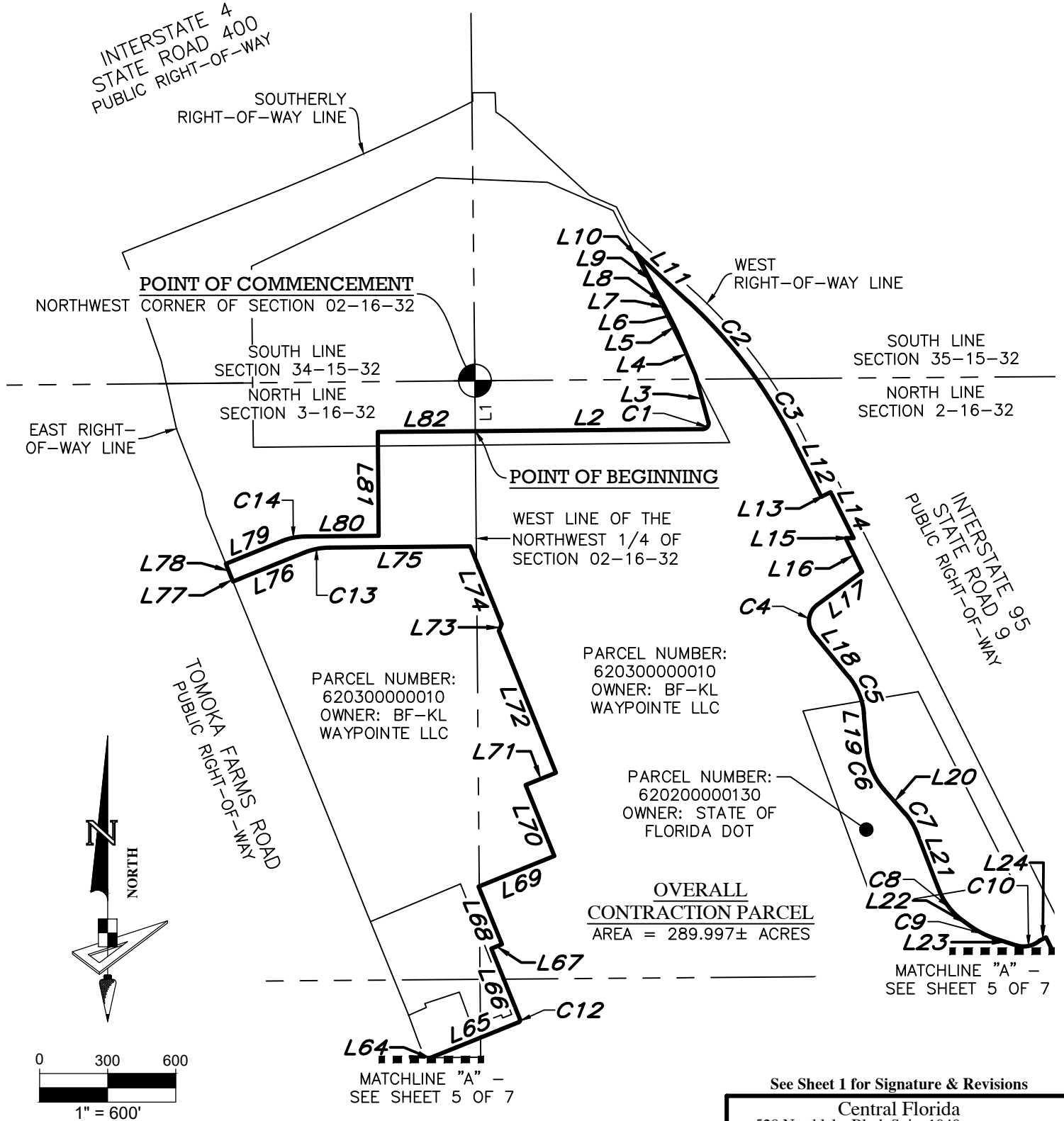

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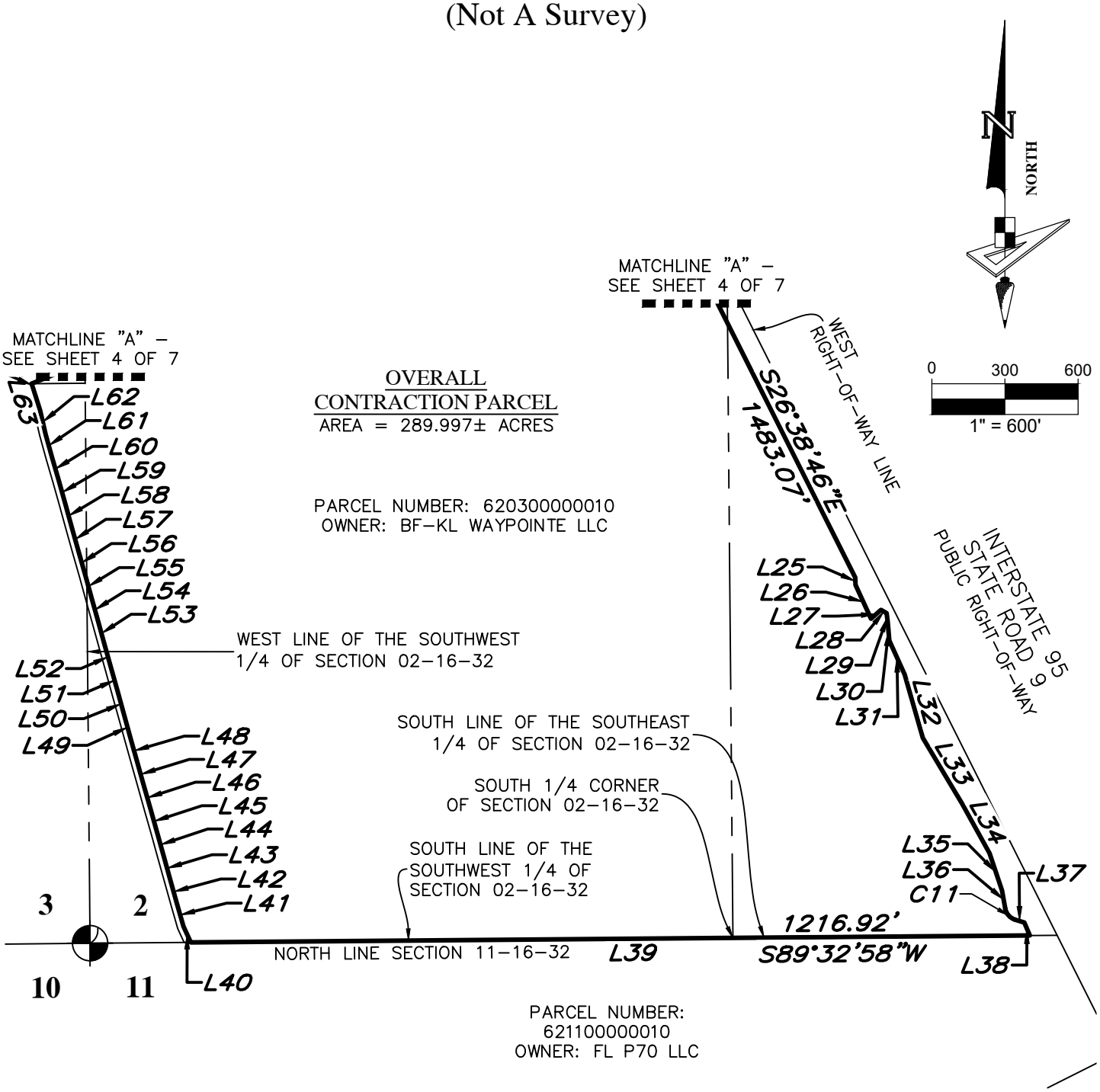

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LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°29'51" E	222.41'
L2	N 89°29'39" E	1003.43'
L3	N 15°20'23" W	212.79'
L4	N 23°04'51" W	207.20'
L5	N 25°58'56" W	53.95'
L6	N 26°20'28" W	53.95'
L7	N 26°53'01" W	26.68'
L8	N 27°36'35" W	26.68'
L9	N 28°07'36" W	199.43'
L10	N 31°08'11" W	33.97'
L11	S 47°22'57" E	313.02'
L12	S 26°38'47" E	275.00'
L13	N 63°21'14" E	45.98'
L14	S 26°38'46" E	226.47'
L15	S 89°30'51" W	35.06'
L16	S 26°00'48" E	165.60'
L17	S 53°44'18" W	246.89'
L18	S 39°29'20" E	246.22'
L19	S 04°51'24" E	158.79'
L20	S 41°21'16" E	139.55'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L21	S 21°08'20" E	264.83'
L22	S 54°14'23" E	38.02'
L23	S 72°05'23" E	94.51'
L24	N 63°21'14" E	31.05'
L25	S 01°30'52" E	29.64'
L26	S 24°36'51" E	152.68'
L27	N 48°46'28" E	54.66'
L28	S 60°05'25" E	26.77'
L29	S 07°05'30" E	36.05'
L30	S 04°42'42" E	76.45'
L31	S 24°20'43" E	153.33'
L32	S 15°54'39" E	270.42'
L33	S 30°50'26" E	315.02'
L34	S 29°02'35" E	231.48'
L35	S 18°25'26" E	160.91'
L36	S 10°20'00" E	75.86'
L37	S 72°16'19" E	40.65'
L38	S 22°50'56" E	57.56'
L39	S 89°31'13" W	2222.20'
L40	N 24°56'43" W	71.94'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L41	N 15°58'57" W	97.88'
L42	N 15°28'00" W	100.02'
L43	N 15°34'52" W	100.02'
L44	N 15°34'52" W	99.98'
L45	N 15°45'11" W	100.01'
L46	N 15°41'45" W	100.08'
L47	N 15°45'11" W	99.90'
L48	N 15°34'52" W	100.02'
L49	N 15°34'52" W	99.90'
L50	N 15°24'34" W	100.06'
L51	N 15°34'52" W	100.04'
L52	N 15°34'52" W	99.89'
L53	N 15°21'07" W	100.00'
L54	N 15°34'52" W	100.11'
L55	N 15°34'52" W	99.99'
L56	N 15°48'37" W	100.09'
L57	N 15°41'45" W	99.87'
L58	N 15°28'00" W	99.97'
L59	N 15°34'52" W	100.15'
L60	N 16°09'16" W	99.95'

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LINE DATA TABLE

NO.	BEARING	LENGTH
L61	N 15°34'52" W	99.31'
L62	N 13°00'22" W	100.60'
L63	N 17°35'13" W	101.90'
L64	N 21°41'43" W	11.77'
L65	N 68°00'40" E	417.75'
L66	N 21°59'20" W	336.18'
L67	N 68°00'40" E	50.00'
L68	N 21°59'20" W	274.62'
L69	N 68°00'40" E	359.85'
L70	N 21°59'20" W	337.57'
L71	N 67°51'29" E	144.14'
L72	N 21°54'48" W	674.30'
L73	N 23°00'27" E	32.32'
L74	N 21°59'20" W	369.66'
L75	S 89°30'51" W	621.76'
L76	S 67°55'01" W	339.00'
L77	N 22°04'59" W	16.82'
L78	N 22°04'59" W	67.18'
L79	N 67°55'01" E	267.42'
L80	N 89°30'51" E	324.99'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	104°50'01"	45.74'	39.62'	N 37°04'38" E
C2	2147.99'	13°05'41"	490.92'	489.85'	S 40°50'07" E
C3	2147.96'	7°38'30"	286.48'	286.27'	S 30°28'01" E
C4	88.50'	93°13'38"	144.00'	128.63'	S 07°07'29" W
C5	291.50'	34°37'56"	176.20'	173.53'	S 22°10'22" E
C6	308.50'	36°29'53"	196.52'	193.21'	S 23°06'20" E
C7	291.50'	20°12'56"	102.85'	102.32'	S 31°14'48" E
C8	308.50'	33°06'03"	178.23'	175.76'	S 37°41'22" E
C9	408.50'	17°51'00"	127.26'	126.75'	S 63°09'53" E
C10	108.50'	58°40'27"	111.11'	106.32'	N 78°34'24" E
C11	57.50'	61°56'19"	62.16'	59.18'	S 41°18'10" E
C12	10.00'	90°00'00"	15.71'	14.14'	N 23°00'40" E
C13	300.00'	21°35'50"	113.08'	112.41'	S 78°42'56" W
C14	275.00'	21°35'50"	103.66'	103.05'	N 78°42'56" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L81	N 00°29'09" W	457.82'
L82	N 89°29'39" E	429.96'

NOTES:
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WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

6C

ENGINEER'S REPORT
FOR THE
WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

Jarod Stubbs, P.E.

KIMLEY-HORN & ASSOCIATES, LLC

To be effective as of January 16, 2025

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("**CIP**") and estimated costs of the CIP, for the Waypointe Community Development District ("**District**").

2. GENERAL SITE DESCRIPTION

The District is located entirely within the City of Daytona Beach, Florida ("**City**"), and covers approximately 426.70 acres of land, more or less. The site is generally located in the southwest corner of the intersection of Interstate 4 and Interstate 95.

The District is undertaking a process to remove 136.703 acres of property ("**Contraction Parcel**") from within the boundaries of the District that are planned for commercial and multi-family development because such areas will not be part of the CIP, and, as such, these areas are not included within the scope of this report, and the CIP refers to only lands within the District, as amended ("**Amended District**"). The amended CDD boundaries will total approximately 289.997 acres once the Contraction Parcel is removed. See sketch of new boundary attached as **Exhibit A.**

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which lands are planned for 610 homes and 470* townhomes. The following chart shows the planned product types and land uses for the District:

Table 1

Product Type	TOTAL Units
Single Family	610
Townhome	470*
TOTALS	**1080***

* While 1,080 units are shown above, please note that zoning approvals are still pending based on an application to add an additional 220 townhomes and thereby increase the total unit counts from 860 to 1,080.

** 10 additional Townhome units have potential of being added pending zoning approval which will increase the total unit count from 1080 to 1090.

The CIP infrastructure includes:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with City standards.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance.

Stormwater Management System:

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the SJRWMD and the City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the City will own, operate and maintain the inlets and storm sewer systems within City right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of transporting any fill to private lots.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift station(s).

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Hardscaping will consist of entry features, walls and placemaking elements, trails and sidewalks.

The City has distinct design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the City will be maintained pursuant to a right-of-way agreement to be entered into with the City.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with a private utility provider in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within the rights-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by a private utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

In conjunction with the construction of the CIP, the District intends to construct a community amenity center and other recreational features. These improvements will be funded, owned and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners' association for ownership, operation and maintenance. If financed by the District, all such improvements will be open to the general public, but, if financed by the developer and owned by a homeowner's association, all such improvements will be considered common elements for the exclusive benefit of the District landowners.

Environmental Conservation/Mitigation

There are approximately 0.25 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation, to the extent permitted by federal tax laws. Any mitigation payments will not be part of the District's CIP, but any onsite conservation areas (if any) will be owned and maintained by the District.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, landscape architectural, surveying and building architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements / Commercial & Multi-Family Sites

Currently, access to the site will be provided via three access points on Tomoka Farms Rd. Based on the Transportation Impact Analyses Report, it was determined that turn lanes are warranted at the proposed site access points on Tomoka Farms Rd.

While the District functions as a system of improvements as noted herein, it also has certain infrastructure that connects with and benefits adjacent commercial and multi-family sites. This infrastructure includes: Earthwork, Stormwater, Roadways, Utilities, Landscape, Irrigation and Off-Site Improvements ("**Shared Improvements**"). The District will not fund the portion of the costs of the Shared Improvements attributable to the commercial and multi-family sites, and instead such costs will be privately financed.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of a separate agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash paydown of certain debt assessments, or the cost to be paid by the District for the public improvements shall be reduced by the market value of such credits.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

Permit Description	Regulatory Agency	Status
Daytona Beach Site Construction Plan	City of Daytona Beach	Under Review
CLOMR	FEMA	Issued 23-04-2738R
LOMR	FEMA	To be Submitted after stormwater system construction completion
404 Permit	Florida Dept of Environmental Protection	Issued - SAJ-2024-01076
Environmental Resource Permit	St. Johns River Management District	Issued - 179365-1
FDEP Water, Sewer	Florida Dept of Environmental Protection	Sewer Issued - 0454445-001-DWC/CG Water Issued - 0129387-509-DSGP
NPDES	Florida Dept of Environmental Protection	To be Submitted 2/2025

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in the table are reasonable and consistent with market pricing, both for the CIP.

Improvement	TOTAL Estimated Cost of Public Infrastructure for Entire Development	Costs (if any) for Shared Improvements attributable to commercial/multi-family sites[4]	TOTAL Estimated Cost of CIP	O&M Entity
Public Earthwork and Stormwater System	$20,130,000	$4,583,601	$15,546,399	CDD
Roadways	7,480,000	3,580,676	3,899,324	CITY
Water, Sewer, Reclaim Utilities and Lift Station	11,550,000	6,112,260	5,437,740	CITY
Hardscape, Landscape, Irrigation	6,160,000	61,600	6,098,400	CDD
Amenities	3,300,000	0	3,300,000	CDD
Conservation/Mitigation	0	0	0	CDD
Off-Site Improvements	12,500,000	5,983,750	6,516,250	CITY/COUNTY
Professional Fees	7,466,400	3,574,166	3,892,234	CDD
Contingency (including possible Utility Connection Fees)	13,544,000		13,544,000	
TOTAL	$82,130,400		$58,234,347	

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
2. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
3. A third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.
4. The costs of the Shared Improvements attributable to the commercial and multi-family sites are not part of the CIP, and instead will be private financed.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the City in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;

- The District will pay the lesser of the actual cost of the improvements or fair market value; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

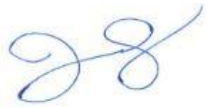
Also, the CIP will constitute a system of improvements that will provide general, special and particular benefits to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

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 CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public and perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to

support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



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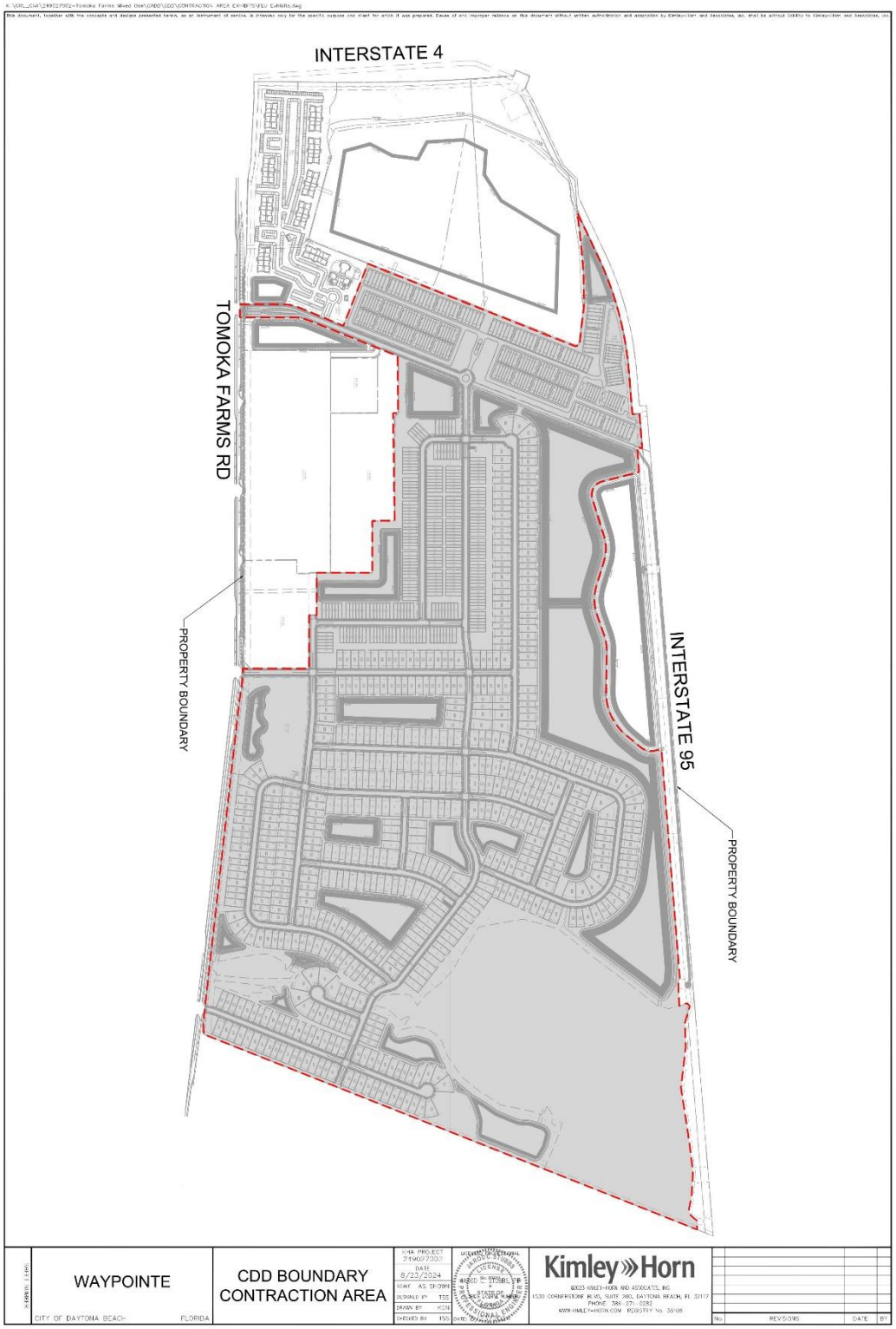
Jarod C. Stubbs, P.E. 01/16/2025

FL License No. _____89387_____

EXHIBIT A: Map of Amended District



WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

6D

WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated
Master Special Assessment
Methodology Report

January 14, 2025

Provided by:

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1.0 Introduction

1.1 Purpose

This Amended and Restated Master Special Assessment Methodology Report (the "Amended Report") was developed to provide a financing plan and a special assessment methodology for the Waypointe Community Development District (the “District”), located in the City of Daytona Beach, Volusia County, Florida, as related to funding the costs of public infrastructure improvements via the Capital Improvement Plan (the “Project”) contemplated to be provided by the District. This Amended Report addresses the removal of lands currently within the District.

1.2 Scope of the Amended Report

This Amended Report presents the projections for financing the District's Capital Improvement Plan described in the Waypointe Community Development District Engineer’s Report developed by Kimley-Horn and Associates, Inc. (the “District Engineer”) and dated January 16, 2025 (the “Engineer's Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Project.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Amended Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s Capital Improvement Plan enables properties within its boundaries to be developed.

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

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the 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 Project. Even though the exact value of the benefits provided by the Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Amended Report

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

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

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Waypointe development, a master planned residential development located in the City of Daytona Beach, Volusia County, Florida (the “Development” or “Waypointe”). The land within the District currently consists of approximately 426.701 +/- acres and is generally located west of Lake Eloise, north of Eagle Lake Loop, south of Lake Lulu, and east of US 17 and Snively Elementary School. The District is currently undertaking a process to remove 136.703 +/- acres of property (“Contraction Parcel”) from within the boundaries of the District resulting in a total acreage of 289.997 +/- acres.

2.2 The Development Program

The development of Waypointe is anticipated to be conducted by BF-KL Waypointe, LLC - Delaware or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions a total of 1,080 residential units developed over a multi-year period in

two (2) or more stages within two (2) or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Please note that while the current development plan anticipates 1,080 residential units, zoning approvals are currently pending based on an application to add additional units and may include an additional 10 Townhomes for a total of 1,090 residential units. Table 1 in the *Appendix* illustrates the development plan for Waypointe.

3.0 The Capital Improvement Plan

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 Project

The public infrastructure improvements which are part of the Project and are needed to serve the Development are projected to consist of improvements which will serve all of the lands in the District. The Project will consist of public earthwork and stormwater system, roadways, water, sewer reclaim utilities and lift station, hardscape, landscape, irrigation, amenities, conservation/ mitigation, and off-site improvements, the costs of which, along with contingencies and professional fees, were estimated by the District Engineer at $82,130,400, however, once the Contraction Parcel is removed, the total then is estimated at $58,234,347.

The public infrastructure improvements that comprise the Project will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Project.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of 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. As of the time of writing of this Amended Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the Project as described in *Section 3.2* in two financing transactions, the District would have to issue approximately $79,990,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Amended Report is to allocate the benefit of the Project to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Project. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $79,990,000 to finance approximately $58,234,347 in Project costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately $79,990,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds along with financing assumptions are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Amended Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Project 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 and general benefits accruing to areas outside the District but being 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 Project. All properties that receive special benefits from the Project will be assessed for their fair share of the debt issued in order to finance all or a portion of the Project.

5.2 Benefit Allocation

The most current development plan envisions the development of 1,080 residential units, although unit numbers and land use types may change throughout the development period. Please note that while the current development plan anticipates 1,080 residential units, zoning approvals are currently pending based on an application to add additional units and may include an additional 10 Townhomes for a total of 1,090 residential units.

The public infrastructure improvements that comprise the Project will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the Project and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each

infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Project have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the 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. 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 benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied for, the improvement or debt allocated to that parcel.

The benefit associated with the Project 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 Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU 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 master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the District's improvements less than larger units, as for instance, generally and on average smaller units may produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District's Project (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

5.3 Assigning Debt

As the finalization of the Contraction Parcel is imminent, the Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District after removal of the Contraction Parcel. Consequently, the Bond Assessments will be levied on approximately 289.997 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $79,990,000 will be preliminarily levied on approximately 289.997 +/- gross acres at a rate of $275,830.44 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Transferred Property - In the event unplatted land (the "**Transferred Property**") is sold to a third party not affiliated with the Developer, the Bond Assessment will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs 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 Report. The owner of the Transferred Property will be responsible for the total Bond Assessment applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessment is fixed to the Transferred Property at the time of the sale.

5.4 Lienability 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 certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU 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:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Project make the land in the District developable and saleable and when implemented jointly as parts of the Project, 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 Lienability 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 is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the 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 property within the District according to reasonable estimates of the special and peculiar benefits derived from the Project by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining

Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Amended Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within the District has more than the anticipated ERUs (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer ERUs (and Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District, may allocate additional ERUs/ densities for a future bond finance, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the District has fewer than the anticipated ERUs (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Bond Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (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, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, 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 Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised 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 Bond Assessments to pay debt service on the applicable series of Bonds 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, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable series of Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable series of Bonds)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. 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 plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of $79,990,000 are proposed to be levied over the area 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 Bond Assessment Imposition and Allocation

Master Lien - This master assessment allocation methodology is intended to establish, without the need for a further public hearing,

the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

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

Contributions - As set forth in any supplemental report, and for any particular bond issuance, the land developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

Amenities - No Bond Assessments are allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

New Unit Types - As noted herein, this report identifies the anticipated product types for the development, and associates particular ERU 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 ERU

factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding ERUs.

Governmental Property - If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Bond Assessments thereon), or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

In the event that the Project is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

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

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

7.0 Appendix

Table 1

Waypointe

Community Development District

Development Plan

Unit Type	Total Number of Units
Townhomes*	470
Single-Family	610
Total**	**1,080**

* While 1,080 units are shown above, please note that zoning approvals are still pending based on an application to add an additional 220 Townhome units and thereby increase the total unit countrs from 860 to 1,080.

** 10 Additional Townhome units have potential of being added pending zoning approval which will increase the total unit count from 1,080 to 1,090

Table 2

Waypointe

Community Development District

Capital Improvement Plan

Improvement	Existing District Boundary Costs	Future Contraction Parcel Costs	Total CIP Costs
Public Earthwork and Stormwater System	$ 20,130,000.00	$ 4,583,601.00	$ 15,546,399.00
Roadways	$ 7,480,000.00	$ 3,580,676.00	$ 3,899,324.00
Water, Sewer, Reclaim Utilities and Lift Station	$ 11,550,000.00	$ 6,112,260.00	$ 5,437,740.00
Hardscape, Landscape, Irrigation	$ 6,160,000.00	$ 61,600.00	$ 6,098,400.00
Amenities	$ 3,300,000.00	$ -	$ 3,300,000.00
Conservation/ Mitigation	$ -	$ -	$ -
Off-site Improvements	$ 12,500,000.00	$ 5,983,750.00	$ 6,516,250.00
Professional Fees	$ 7,466,400.00	$ 3,574,166.00	$ 3,892,234.00
Contingency (Including possible utility connection fees)	$ 13,544,000.00	$ -	$ 13,544,000.00
Total	**$ 82,130,400.00**	**$ 23,896,053.00**	**$ 58,234,347.00**

Table 3

Waypointe

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$79,990,000.00
Total Sources	**$79,990,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$58,234,347.00
Other Fund Deposits:	
Debt Service Reserve Fund	$7,105,306.40
Capitalized Interest Fund	$12,798,400.00
Delivery Date Expenses:	
Costs of Issuance	$1,849,800.00
Rounding	$2,146.60
Total Uses	**$79,990,000.00**

Financing Assumptions

Coupon Rate: 8%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2%
Cost of Issuance: $250,000

Table 4

Waypointe

Community Development District

Benefit Allocation

Unit Type	Total Number of Units	ERU per Unit	Total ERU
Townhomes	470	0.70	329.00
Single-Family	610	1.00	610.00
Total	**1,080**		**939.00**

Table 5

Waypointe

Community Development District

Bond Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March*
Townhomes	470	$20,403,727.54	$28,026,315.23	$59,630.46	$5,634.92
Single-Family	610	$37,830,619.46	$51,963,684.77	$85,186.37	$8,049.88
Total	**1,080**	**$58,234,347.00**	**$79,990,000.00**		

* Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

EXHIBIT “A”

Bond Assessments in the estimated amount of $79,990,000 are proposed to be levied uniformly over the area described below:

Description Sketch
(Not A Survey)

DESCRIPTION:
(WAYPOINTE - OVERALL CONTRACTION PARCEL)

A parcel of land lying in Section 35, Township 15 South, Range 32 East and Sections 2 and 3, Township 16 South, Range 32 East, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 2; thence along the West line of the Northwest 1/4 of said Section 2, S.00°29'51"E., a distance of 222.41 feet to the POINT OF BEGINNING; thence N.89°29'39"E., a distance of 1003.43 feet; thence Northeasterly, 45.74 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 104°50'01" (chord bearing N.37°04'38"E., 39.62 feet); thence N.15°20'23"W., a distance of 212.79 feet; thence N.23°04'51"W., a distance of 207.20 feet; thence N.25°58'56"W., a distance of 53.95 feet; thence N.26°20'28"W., a distance of 53.95 feet; thence N.26°53'01"W., a distance of 26.68 feet; thence N.27°36'35"W., a distance of 26.68 feet; thence N.28°07'36"W., a distance of 199.43 feet; thence N.31°08'11"W., a distance of 33.97 feet; thence S.47°22'57"E., a distance of 313.02 feet; thence Southeasterly, 490.92 feet along the arc of a tangent curve to the right having a radius of 2147.99 feet and a central angle of 13°05'41" (chord bearing S.40°50'07"E., 489.85 feet); thence Southeasterly, 286.48 feet along the arc of a compound curve to the right having a radius of 2147.96 feet and a central angle of 07°38'30" (chord bearing S.30°28'01"E., 286.27 feet); thence S.26°38'47"E., a distance of 275.00 feet; thence N.63°21'14"E., a distance of 45.98 feet; thence S.26°38'46"E., a distance of 226.47 feet; thence S.89°30'51"W., a distance of 35.06 feet; thence S.26°00'48"E., a distance of 165.60 feet; thence S.53°44'18"W., a distance of 246.89 feet; thence Southerly, 144.00 feet along the arc of a tangent curve to the left having a radius of 88.50 feet and a central angle of 93°13'38" (chord bearing S.07°07'29"W., 128.63 feet); thence S.39°29'20"E., a distance of 246.22 feet; thence Southeasterly, 176.20 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 34°37'56" (chord bearing S.22°10'22"E., 173.53 feet); thence S.04°51'24"E., a distance of 158.79 feet; thence Southeasterly, 196.52 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 36°29'53" (chord bearing S.23°06'20"E., 193.21 feet); thence S.41°21'16"E., a distance of 139.55 feet; thence Southeasterly, 102.85 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 20°12'56" (chord bearing S.31°14'48"E., 102.32 feet); thence S.21°08'20"E., a distance of 264.83 feet; thence Southeasterly, 178.23 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 33°06'03" (chord bearing S.37°41'22"E., 175.76 feet); thence S.54°14'23"E., a distance of 38.02 feet;

CONTINUED ON SHEET 2..

NOTES:
1) The bearings shown hereon are based on the West line of the Northwest 1/4 of Section 02, Township 16 South, Range 32 East, having a Grid bearing of S.00°29'51"E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEETS 1 - 2 FOR DESCRIPTION
SEE SHEET 3 FOR OVERALL SKETCH
SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

David W. Maxwell LS7311

JOB #: WAYPOINTE - OVERALL CONTRACTION PARCEL
DR- N: TJS D-TE: 10/10/2024 CHECKED: DWM
Prepared For: Kolter Group Acquisitions, LLC.

Revisions

D-TE	DESCRIPTION	DR- N
10/07/24	BOUNDR-Y -ND LEG-L UPD-TE	TJS
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Description Sketch
(Not A Survey)

CONTINUED FROM SHEET 1..

thence Southeasterly, 127.26 feet along the arc of a tangent curve to the left having a radius of 408.50 feet and a central angle of 17°51'00" (chord bearing S.63°09'53"E., 126.75 feet); thence S.72°05'23"E., a distance of 94.51 feet; thence Easterly, 111.11 feet along the arc of a tangent curve to the left having a radius of 108.50 feet and a central angle of 58°40'27" (chord bearing N.78°34'24"E., 106.32 feet); thence N.63°21'14"E., a distance of 31.05 feet; thence S.26°38'46"E., a distance of 1483.07 feet; thence S.01°30'52"E., a distance of 29.64 feet; thence S.24°36'51"E., a distance of 152.68 feet; thence N.48°46'28"E., a distance of 54.66 feet; thence S.60°05'25"E., a distance of 26.77 feet; thence S.07°05'30"E., a distance of 36.05 feet; thence S.04°42'42"E., a distance of 76.45 feet; thence S.24°20'43"E., a distance of 153.33 feet; thence S.15°54'39"E., a distance of 270.42 feet; thence S.30°50'26"E., a distance of 315.02 feet; thence S.29°02'35"E., a distance of 231.48 feet; thence S.18°25'26"E., a distance of 160.91 feet; thence S.10°20'00"E., a distance of 75.86 feet; thence Southeasterly, 62.16 feet along the arc of a tangent curve to the left having a radius of 57.50 feet and a central angle of 61°56'19" (chord bearing S.41°18'10"E., 59.18 feet); thence S.72°16'19"E., a distance of 40.65 feet; thence S.22°50'56"E., a distance of 57.60 feet to a point on the South line of said Section 2; thence alongthe South line of the Southeast 1/4 of said Section, S.89°33'04"W., a distance of 1216.94 feet to the South 1/4 Corner of said Section 2; thence along the South line of the Southwest 1/4 of said Section 2, S.89°31'13"W., a distance of 2222.20 feet; thence N.24°56'43"W., a distance of 71.94 feet; thence N.15°58'57"W., a distance of 97.88 feet; thence N.15°28'00"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.98 feet; thence N.15°45'11"W., a distance of 100.01 feet; thence N.15°41'45"W., a distance of 100.08 feet; thence N.15°45'11"W., a distance of 99.90 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.90 feet; thence N.15°24'34"W., a distance of 100.06 feet; thence N.15°34'52"W., a distance of 100.04 feet; thence N.15°34'52"W., a distance of 99.89 feet; thence N.15°21'07"W., a distance of 100.00 feet; thence N.15°34'52"W., a distance of 100.11 feet; thence N.15°34'52"W., a distance of 99.99 feet; thence N.15°48'37"W., a distance of 100.09 feet; thence N.15°41'45"W., a distance of 99.87 feet; thence N.15°28'00"W., a distance of 99.97 feet; thence N.15°34'52"W., a distance of 100.15 feet; thence N.16°09'16"W., a distance of 99.95 feet; thence N.15°34'52"W., a distance of 99.31 feet; thence N.13°00'22"W., a distance of 100.60 feet; thence N.17°35'13"W., a distance of 101.90 feet; thence N.21°41'43"W., a distance of 11.77 feet; thence N.68°00'40"E., a distance of 417.75 feet; thence Northeasterly, 15.71 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing N.23°00'40"E., 14.14 feet); thence N.21°59'20"W., a distance of 336.18 feet; thence N.68°00'40"E., a distance of 50.00 feet; thence N.21°59'20"W., a distance of 274.62 feet; thence N.68°00'40"E., a distance of 359.85 feet; thence N.21°59'20"W., a distance of 337.57 feet; thence N.67°51'29"E., a distance of 144.14 feet; thence N.21°54'48"W., a distance of 674.30 feet; thence N.23°00'27"E., a distance of 32.32 feet; thence N.21°59'20"W., a distance of 369.66 feet; thence S.89°30'51"W., a distance of 621.76 feet; thence Westerly, 113.08 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 21°35'50" (chord bearing S.78°42'56"W., 112.41 feet); thence S.67°55'01"W., a distance of 339.00 feet to a point on the East right-of-way line of Tomoka Farms Road; thence along said East right-of-way line run the following two (2) courses: 1) N.22°04'59"W., a distance of 16.82 feet; 2) N.22°04'59"W., a distance of 67.18 feet; thence N.67°55'01"E., a distance of 267.42 feet; thence Easterly, 103.66 feet along the arc of a tangent curve to the right having a radius of 275.00 feet and a central angle of 21°35'50" (chord bearing N.78°42'56"E., 103.05 feet); thence N.89°30'51"E., a distance of 324.99 feet; thence N.00°29'09"W., a distance of 432.05 feet; thence N.89°36'00"E., a distance of 429.96 feet to the **POINT OF BEGINNING**.

Containing 289.997 acres, more or less.

See Sheet 1 for Signature & Revisions

NOTES:
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SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

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Description Sketch

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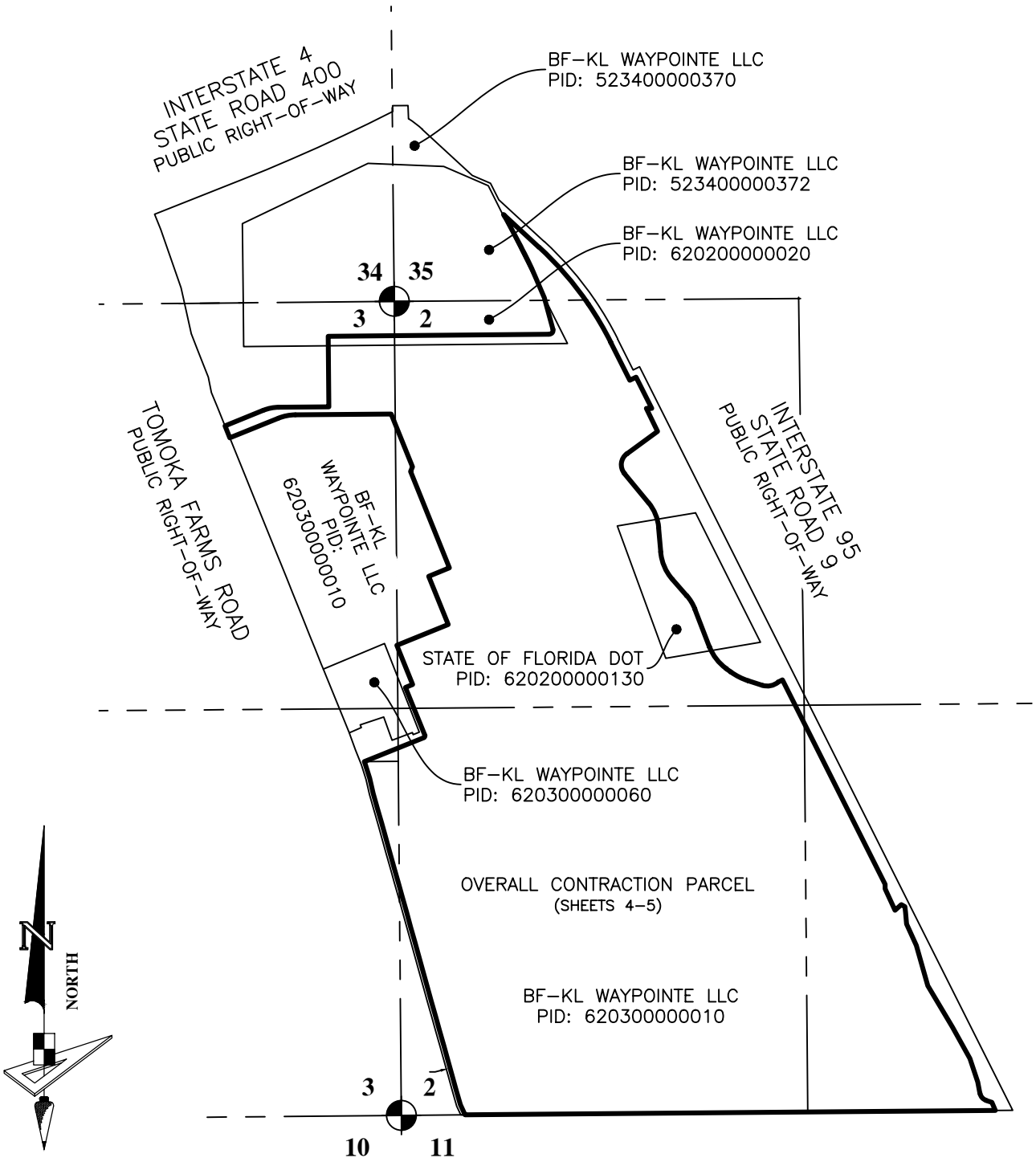

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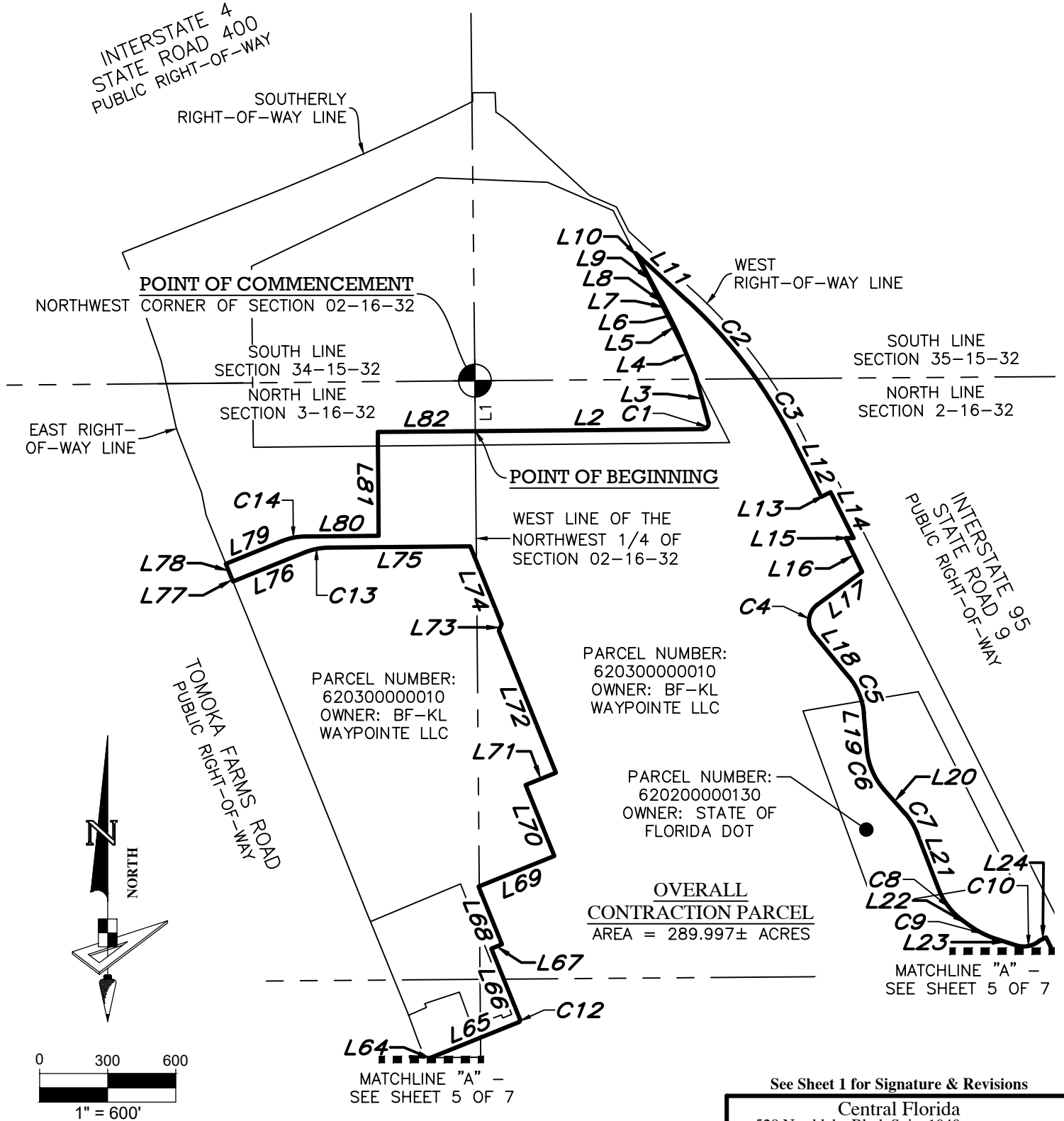

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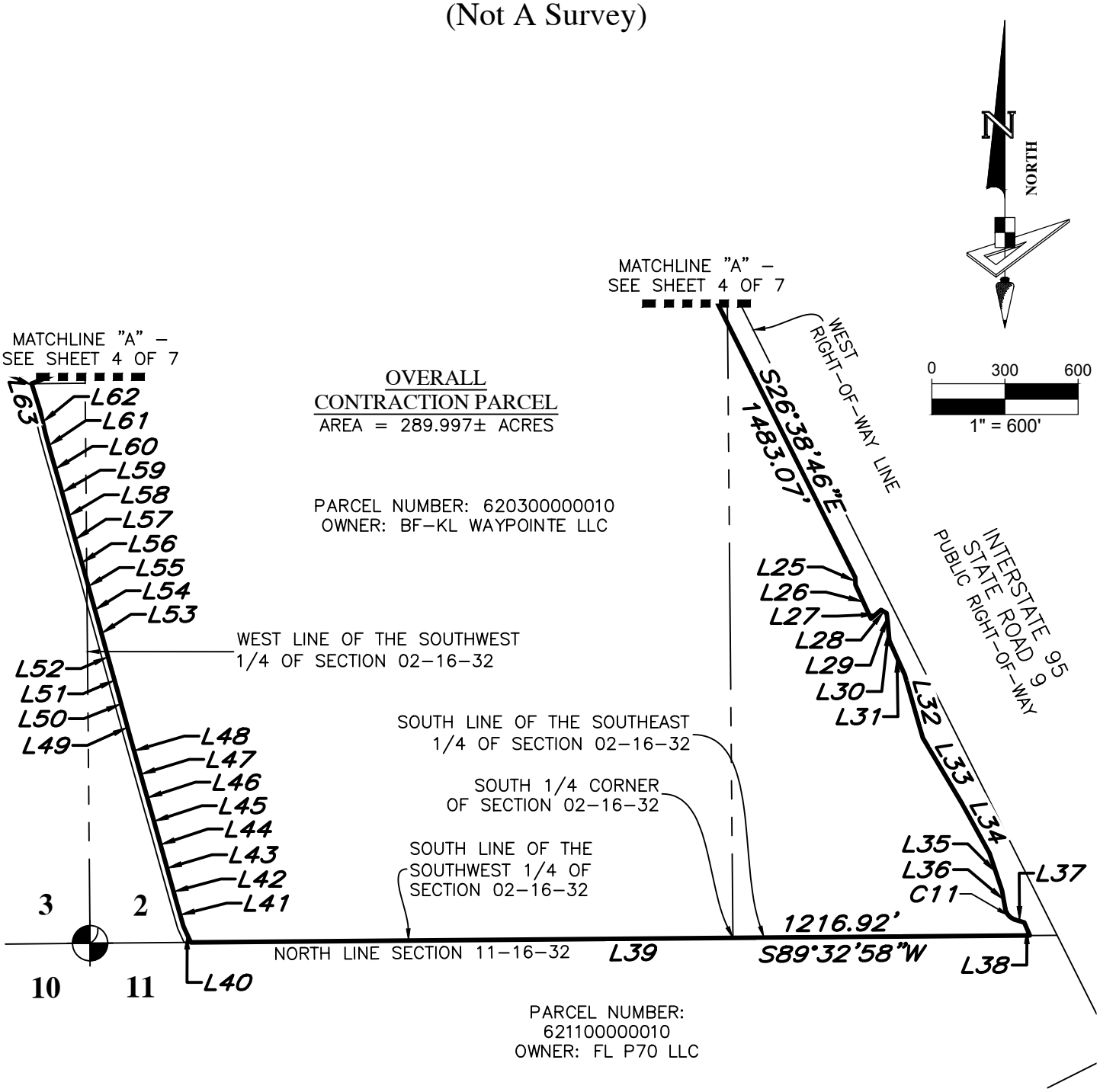

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LINE DATA TABLE		
NO.	**BEARING**	**LENGTH**
L1	S 00°29'51" E	222.41'
L2	N 89°29'39" E	1003.43'
L3	N 15°20'23" W	212.79'
L4	N 23°04'51" W	207.20'
L5	N 25°58'56" W	53.95'
L6	N 26°20'28" W	53.95'
L7	N 26°53'01" W	26.68'
L8	N 27°36'35" W	26.68'
L9	N 28°07'36" W	199.43'
L10	N 31°08'11" W	33.97'
L11	S 47°22'57" E	313.02'
L12	S 26°38'47" E	275.00'
L13	N 63°21'14" E	45.98'
L14	S 26°38'46" E	226.47'
L15	S 89°30'51" W	35.06'
L16	S 26°00'48" E	165.60'
L17	S 53°44'18" W	246.89'
L18	S 39°29'20" E	246.22'
L19	S 04°51'24" E	158.79'
L20	S 41°21'16" E	139.55'

LINE DATA TABLE		
NO.	**BEARING**	**LENGTH**
L21	S 21°08'20" E	264.83'
L22	S 54°14'23" E	38.02'
L23	S 72°05'23" E	94.51'
L24	N 63°21'14" E	31.05'
L25	S 01°30'52" E	29.64'
L26	S 24°36'51" E	152.68'
L27	N 48°46'28" E	54.66'
L28	S 60°05'25" E	26.77'
L29	S 07°05'30" E	36.05'
L30	S 04°42'42" E	76.45'
L31	S 24°20'43" E	153.33'
L32	S 15°54'39" E	270.42'
L33	S 30°50'26" E	315.02'
L34	S 29°02'35" E	231.48'
L35	S 18°25'26" E	160.91'
L36	S 10°20'00" E	75.86'
L37	S 72°16'19" E	40.65'
L38	S 22°50'56" E	57.56'
L39	S 89°31'13" W	2222.20'
L40	N 24°56'43" W	71.94'

LINE DATA TABLE		
NO.	**BEARING**	**LENGTH**
L41	N 15°58'57" W	97.88'
L42	N 15°28'00" W	100.02'
L43	N 15°34'52" W	100.02'
L44	N 15°34'52" W	99.98'
L45	N 15°45'11" W	100.01'
L46	N 15°41'45" W	100.08'
L47	N 15°45'11" W	99.90'
L48	N 15°34'52" W	100.02'
L49	N 15°34'52" W	99.90'
L50	N 15°24'34" W	100.06'
L51	N 15°34'52" W	100.04'
L52	N 15°34'52" W	99.89'
L53	N 15°21'07" W	100.00'
L54	N 15°34'52" W	100.11'
L55	N 15°34'52" W	99.99'
L56	N 15°48'37" W	100.09'
L57	N 15°41'45" W	99.87'
L58	N 15°28'00" W	99.97'
L59	N 15°34'52" W	100.15'
L60	N 16°09'16" W	99.95'

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LINE DATA TABLE

NO.	BEARING	LENGTH
L61	N 15°34'52" W	99.31'
L62	N 13°00'22" W	100.60'
L63	N 17°35'13" W	101.90'
L64	N 21°41'43" W	11.77'
L65	N 68°00'40" E	417.75'
L66	N 21°59'20" W	336.18'
L67	N 68°00'40" E	50.00'
L68	N 21°59'20" W	274.62'
L69	N 68°00'40" E	359.85'
L70	N 21°59'20" W	337.57'
L71	N 67°51'29" E	144.14'
L72	N 21°54'48" W	674.30'
L73	N 23°00'27" E	32.32'
L74	N 21°59'20" W	369.66'
L75	S 89°30'51" W	621.76'
L76	S 67°55'01" W	339.00'
L77	N 22°04'59" W	16.82'
L78	N 22°04'59" W	67.18'
L79	N 67°55'01" E	267.42'
L80	N 89°30'51" E	324.99'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	104°50'01"	45.74'	39.62'	N 37°04'38" E
C2	2147.99'	13°05'41"	490.92'	489.85'	S 40°50'07" E
C3	2147.96'	7°38'30"	286.48'	286.27'	S 30°28'01" E
C4	88.50'	93°13'38"	144.00'	128.63'	S 07°07'29" W
C5	291.50'	34°37'56"	176.20'	173.53'	S 22°10'22" E
C6	308.50'	36°29'53"	196.52'	193.21'	S 23°06'20" E
C7	291.50'	20°12'56"	102.85'	102.32'	S 31°14'48" E
C8	308.50'	33°06'03"	178.23'	175.76'	S 37°41'22" E
C9	408.50'	17°51'00"	127.26'	126.75'	S 63°09'53" E
C10	108.50'	58°40'27"	111.11'	106.32'	N 78°34'24" E
C11	57.50'	61°56'19"	62.16'	59.18'	S 41°18'10" E
C12	10.00'	90°00'00"	15.71'	14.14'	N 23°00'40" E
C13	300.00'	21°35'50"	113.08'	112.41'	S 78°42'56" W
C14	275.00'	21°35'50"	103.66'	103.05'	N 78°42'56" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L81	N 00°29'09" W	457.82'
L82	N 89°29'39" E	429.96'

NOTES:
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WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

6E

RESOLUTION 2025-10

[RESTATED SECTION 170.08, F.S. DEBT ASSESSMENT RESOLUTION] [1]

A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A CAPITAL IMPROVEMENT PLAN; ADOPTING AN ENGINEER'S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF DEBT ASSESSMENTS AND TRUE-UP PAYMENTS; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Waypointe Community Development District ("**District**") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"); and

WHEREAS, the District has previously indicated its intention to construct certain types of improvements and to finance such improvements through the issuance of bonds, notes or other specific financing mechanisms, which bonds, notes or other specific financing mechanisms would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **AUTHORITY.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board as true and correct statements; and are further declared to be findings made and determined by the Board.

[1] The District is undertaking a revised master assessment process to account for, among other things, changes to the District's boundary amendment petition. As noted herein, all prior master debt assessment resolutions are repealed.

2. **FINDINGS.** The Board further finds and determines as follows:

The Capital Improvement Plan

a. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

b. On January 14, 2025, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2025-08 ("**Declaring Resolution**"), and in doing so determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District's capital improvements planned for all lands within the District ("**Project**"); and

c. The Project is described in the Declaring Resolution and the *Engineer's Report*, dated January 16, 2025 ("**Engineer's Report,**" attached hereto as **Exhibit A** and incorporated herein by this reference), and the plans and specifications for the Project are on file in the offices of the District Manager at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010 ("**District Records Office**"); and

The Debt Assessment Process

d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Projects by levying special assessments ("**Debt Assessments**") on specially benefited property within the District ("**Assessment Area**"); and

e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and

f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District; and

g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and

h. As required by Section 170.07, *Florida Statutes*, and as part of the Declaring Resolution, the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and

i. Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, *Florida Statutes*, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and

j. At the time and place specified in the Declaring Resolution, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an "Equalization Board;" and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

Equalization Board Additional Findings

k. Having considered the estimated costs of the Projects, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:

    i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer's Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within the Assessment Area, as set forth in the Assessment Report; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and

    ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and

iii. The estimated costs of the Project is as specified in the Engineer's Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and

iv. It is reasonable, proper, just and right to assess the cost of such Projects against the properties specially benefited thereby in the Assessment Areas, using the method determined by the Board and set forth in the *Amended and Restated Master Special Assessment Methodology Report,* dated January 14, 2025 ("**Assessment Report**," attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and

v. The Project benefits the Assessment Area as set forth in the Assessment Report; and

vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to the applicable parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and

vii. All developable property within the Assessment Area is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and

viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and

ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and

x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "**Bonds**").

3. **AUTHORIZATION FOR THE PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the cost of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

4. **ESTIMATED COST OF IMPROVEMENTS.** The total estimated cost of the Project and the cost to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within the Assessment Area is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.

6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** The Debt Assessments imposed on the parcels specially benefited by the Project within the Assessment Area, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book**." The Debt Assessments levied against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

a. ***Supplemental Assessment Resolutions for Bonds.*** The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing specific Debt Assessments, in one or more separately enforceable Debt Assessment liens, securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things, the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by one or more liens imposed on all or a portion of the Assessment Area.

b. ***Adjustments to Debt Assessments.*** The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.

c. ***Contributions.*** In connection with the issuance of a series of the Bonds, the project developer may request that any related Debt Assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of an applicable acquisition agreement, and this resolution, the developer will agree to provide a contribution of infrastructure, work product, or land based on the lesser of cost basis or appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment under the Bonds.

d. ***Impact Fee Credits.*** The District may or may not be entitled to impact fee credits as a result of the development of the Project, based on applicable laws and/or agreements governing impact fee credits. Unless otherwise addressed by supplemental assessment resolution, the proceeds from any impact fee credits received may be used in the District's sole discretion as an offset for any acquisition of any portion of the Project (e.g., land based on the lesser of cost basis or appraised value, infrastructure and/or work product), for completion of the Project, or otherwise used against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits.

7. **FINALIZATION OF DEBT ASSESSMENTS.** When the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. **PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.**

a. ***Payment.*** The Debt Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of each series of the Bonds, may be paid in not more than thirty (30) yearly installments of principal and interest – beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.

b. ***Prepayment.*** Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its

option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If provided for under the supplemental indenture for the applicable series of bonds, the District may grant a discount equal to any release from the applicable debt service reserve fund resulting from the prepayment.

c. ***Uniform Method; Alternatives.*** The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* ("**Uniform Method**"). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Debt Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

d. ***Uniform Method Agreements Authorized.*** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

e. ***Re-amortization.*** Any particular lien of the Debt Assessments shall be subject to re-amortization where the applicable series of Bonds is subject to re-amortization pursuant to the applicable trust indenture and where the context allows.

9. ALLOCATION OF DEBT ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.

a. At such time as parcels of land, or portions thereof, are included in a plat or site plan, it shall be an express condition of the lien established by this Resolution that, prior to County approval, any and all plats or site plans for any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the Debt Assessments securing each series of Bonds to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with **Exhibit B**, and cause such reallocation to be recorded in the District's Improvement Lien Book.

b. Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and which terms are incorporated herein, there may be required from time to time certain true-up payments. When a plat or site plan is presented to the District, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of assessments reasonably able to be assigned to benefitted lands within the Assessment Area. Such determination shall be made based on the language in this Resolution and/or the tests or other methods set forth in **Exhibit B** (if any)**,** or any tests or methods set forth in a supplemental assessment resolution and corresponding assessment report. If the overall principal amount of assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of **Exhibit B** (or any supplemental resolution and report, as applicable), to the platted and site planned lands as well as the undeveloped lands, then a debt reduction payment ("**True-Up Payment**") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. In the event a True-Up Payment is due and unpaid, the lien established herein for the True-Up Payment amount shall remain in place until such time as the True-Up Payment is made. The District shall record all True-Up Payments in its Improvement Lien Book.

c. In connection with any true-up determination, affected landowner(s) may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within the Assessment Area. To support the request, the affected landowner(s) shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within the Assessment Area, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c)

evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Any deferment shall be in the District's reasonable discretion.

d. The foregoing is based on the District's understanding that the community would be developed with the type and number of units set forth in **Exhibit B**, on the developable acres. However, more than the stated number of units may be developed. In no event shall the District collect Debt Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in Debt Assessments collected in excess of the District's total debt service obligations for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Debt Assessments.

e. As set forth in any supplemental assessment resolution and/or supplemental assessment report for a specific series of Bonds, the District may assign a specific debt service assessment lien comprising a portion of the Debt Assessments to the Assessment Area, and, accordingly, any related true-up determinations may be limited to determining whether the planned units for such specified lands in the Assessment Area have been and/or will be developed.

10. DEBT ASSESSMENT CHALLENGES. The adoption of this Resolution shall be the final determination of all issues related to the Debt Assessments (including, but not limited to the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the Debt Assessments, and the levy, collection and lien of the Debt Assessments), unless a complaint is filed in a court of competent jurisdiction to secure relief within 30 days from the adoption of this Resolution.

11. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Debt Assessments without specific consent thereto. If at any time, any real property on which Debt Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Debt Assessments thereon), or similarly exempt entity, all future unpaid Debt Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

12. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of the County in which the District is located, which notice shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

13. 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.

14. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

15. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[CONTINUED ON NEXT PAGE]

APPROVED AND ADOPTED this 19th day of February, 2025.

ATTEST:

WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: *Engineer's Report*, dated January 16, 2025
Exhibit B: *Amended and Restated Master Special Assessment Methodology Report,* dated January 14, 2025

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

7A

FIRST SUPPLEMENTAL ENGINEER'S REPORT FOR THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

February 19, 2025

1. PURPOSE

This report supplements the *Engineer's Report*, dated January 16, 2025 ("**Master Report**") in order to address the first phase of the District's CIP to be known as the "**2025 Project**" a/k/a "**Assessment Area One Project."** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report. [NOTE: As noted in the Master Report, the District is presently undertaking an amendment of its boundaries to remove certain commercial and multi-family parcels from the District's boundaries.]

2. 2025 PROJECT

The District's 2025 Project includes the portion of the CIP that is necessary for the development of what is known as "Phases 1" (together, "**Assessment Area One**") of the District. A legal description and sketch for Assessment Area One are shown in **Exhibit A.**

Product Mix

The table below shows the product types that will be part of the 2025 Project:

Product Types

Product Type	2025 Project / Assessment Area One Units (Phases 1)
Townhome	150
SF 40'	60
SF 50'	59
TOTAL	**269**

List of 2025 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2025 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2025 Project includes, generally stated, the following items relating to Assessment Area One: public roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, soft costs, etc. Also, the 2025 Project includes the development of certain access points on Tomoka Farms Road.

As noted in the Master Report, the improvements necessary for the development of the District provide some benefit to adjacent commercial and multi-family sites. The developer will be required to fund such costs, as noted in the cost table herein.

Permits

The status of the applicable permits necessary for the 2025 Project is as shown below. All permits and approvals necessary for the development of the 2025 Project have been obtained or are reasonably expected to be obtained in due course.

Permit Table

Permit	Status
City Of Daytona Beach Preliminary Plat	In Review
City Of Daytona Beach Final Plat – Phase 1	In Review
Volusia County Right-Of-Way Use	In Review

Estimated Costs / Benefits

The table below shows the costs that are necessary for delivery of the Assessment Area One lots for the 2025 Project, which includes the roads, utilities, and other improvements specific to Assessment Area One as well as "master" improvements as described above.

ESTIMATED COSTS OF DELIVERING THE ASSESSMENT AREA ONE PROJECT

Improvement	2025 Project Cost	Costs Attributable to Multi-Family and Commercial Parcels	Maximum 2025 Project Cost Funded by District	Operation & Maintenance Entity
Public Earthwork and Stormwater	$6,296,477	$4,583,601	$1,712,876	CDD
Roadways	$6,000,000	$3,580,676	$2,419,324	CITY
Water, Sewer, Reclaim Utilities and Lift Stations	$11,550,000	$6,112,260	$5,437,740	CITY
Landscape/Hardscape/Irrigation	$1,926,791	$61,600	$1,865,191	CDD
Amenities	0	0	0	CDD
Conservation	0	0	0	CDD
Off-Site Improvements	$12,500,000	$5,983,750	$6,516,250	CITY/COUNTY
Professional Fees	$2,335,420	$1,117,966	$1,217,454	CDD
Contingency (including possible Utility Connection Fees)	$4,236,437		$4,236,437	
TOTAL	$44,845,125		$23,405,272	

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.

c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

d. As noted herein, the CIP, including the 2025 Project, is a system of improvements. As a practical matter, this means that future bonds, secured by special assessments levied on lands outside of Assessment Area One, may be issued to finance certain master improvements that were constructed as part of the 2025 Project.
e. The District will not fund any costs attributable to the commercial and multi-family sites. Any such costs will be privately financed, and the District will not fund more than the maximum eligible amounts stated above.

3. CONCLUSION

The 2025 Project will be designed in accordance with current governmental regulations and requirements. The 2025 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the 2025 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the 2025 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the 2025 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2025 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

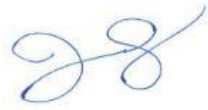
- the assessable property within Assessment Area One will receive a special benefit from the 2025 Project that is at least equal to the costs of the 2025 Project.

As described above, this report identifies the benefits from the 2025 Project to the lands within Assessment Area One. The general public, property owners, and property outside Assessment Area One will benefit from the provisions of the 2025 Project; however, these are incidental to the 2025 Project, which is designed solely to provide special benefits peculiar to property within Assessment Area One. Special and peculiar benefits accrue to property within Assessment Area One and enable properties within its boundaries to be developed.

The 2025 Project will be owned by the District or other governmental units and such 2025 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2025 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2025 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2025 Project or the fair market value.

Please note that the 2025 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2025 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

KIMLEY-HORN & ASSOCIATES, LLC



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Jarod C. Stubbs, P.E.
FL License No. 89387

EXHIBIT A: Legal Descriptions and Sketch of 2025 Project Area a/k/a Assessment Area One (a/k/a Phases 1)

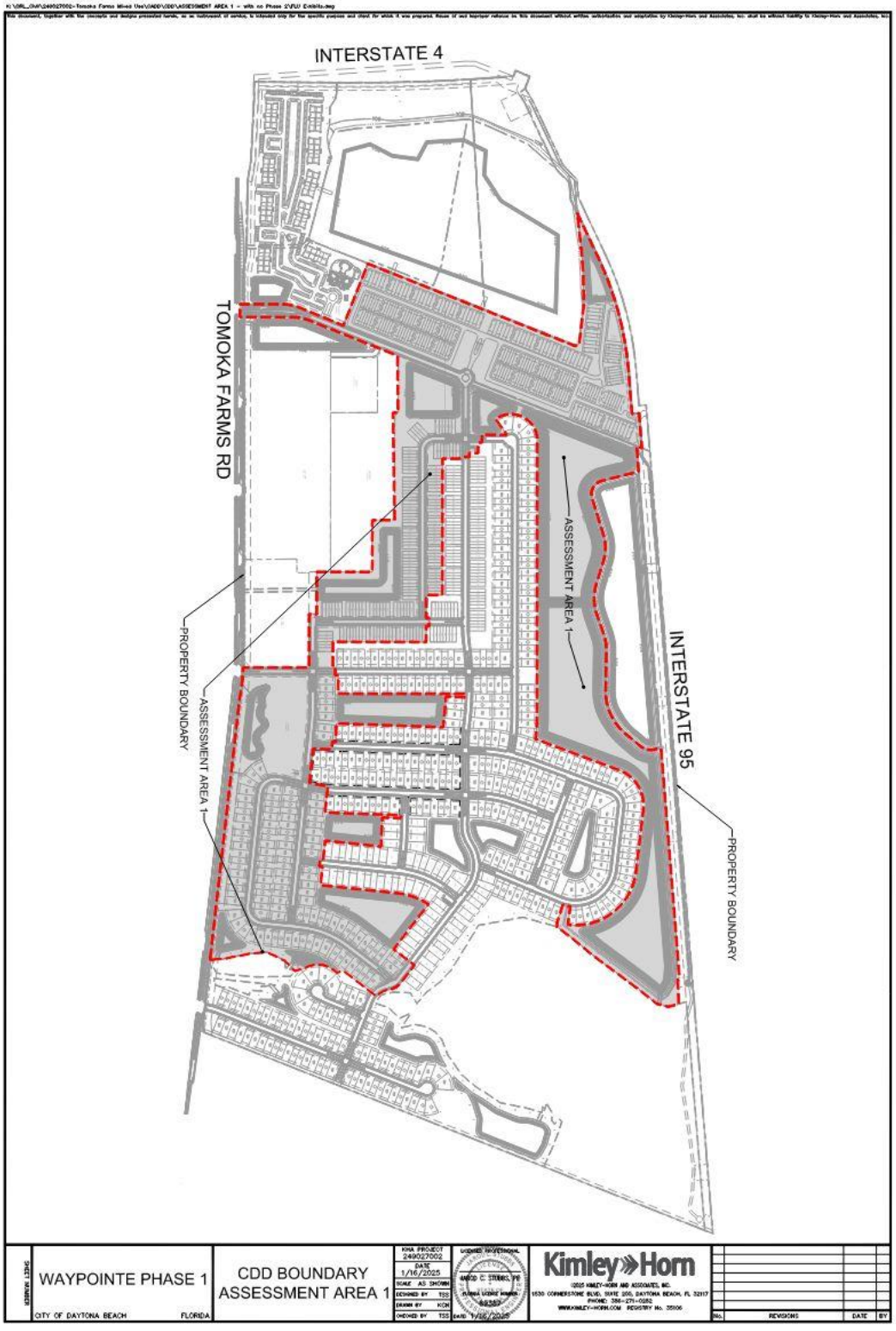
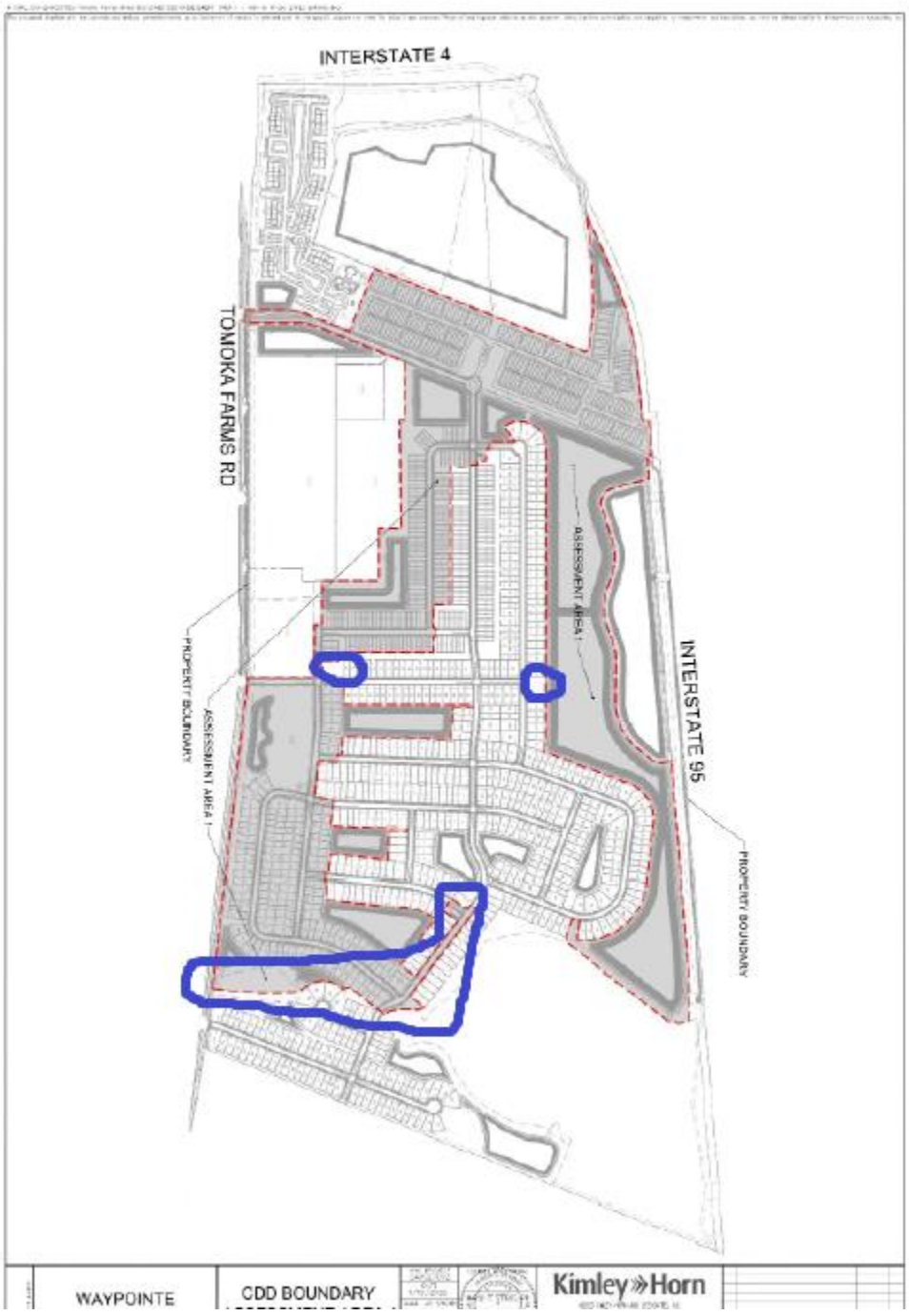


EXHIBIT A: Sketch of Assessment Area One with Legal Description

SKETCH


INTERSTATE 4
TOMOKA FARMS RD
INTERSTATE 95
ASSESSMENT AREA 1
PROPERTY BOUNDARY
ASSESSMENT AREA 1
PROPERTY BOUNDARY
WAYPOINTE
CDD BOUNDARY
Kimley»Horn

ASSESSMENT AREA ONE INCLUDES THE FOLLOWING DESCRIBED LANDS:

WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

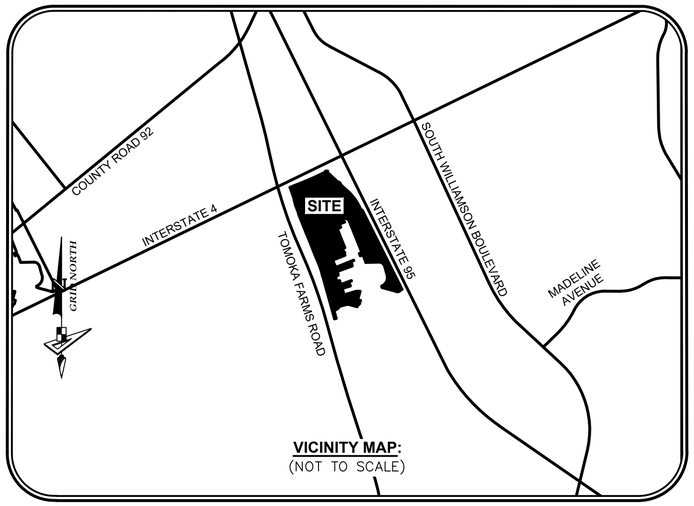
MAP BOOK PAGE NO.

DESCRIPTION:

A portion of Sections 34 & 35, Township 15 South, Range 32 East, and Sections 2 & 3, Township 16 South, Range 32 East, Volusia County, Florida, being described as follows:

COMMENCE at the South 1/4 corner of Section 2, Township 16 South, Range 32 East; thence along the South line of the Southwest 1/4 of said Section 2, run S 89°31'13" W, a distance of 2249.66 feet to a point on the East Right-of-Way line of Tomoka Farms Road; thence along said East Right-of-Way line run the following Four (4) courses: 1) N.24°56'43"W., a distance of 62.52 feet; 2) N.15°58'57"W., a distance of 99.95 feet; 3) N.15°28'00"W., a distance of 100.11 feet; 4) N.15°34'52"W., a distance of 199.94 feet to the **POINT OF BEGINNING;** thence continuing along said East Right-of-Way line run the following Forty (40) courses: 1) N.15°45'11"W., a distance of 100.00 feet; 2) N.15°41'45"W., a distance of 100.06 feet; 3) N.15°45'11"W., a distance of 99.94 feet; 4) N.15°34'52"W., a distance of 200.00 feet; 5) N.15°24'34"W., a distance of 100.06 feet; 6) N.15°34'52"W., a distance of 199.94 feet; 7) N.15°21'07"W., a distance of 100.00 feet; 8) N.15°34'52"W., a distance of 200.00 feet; 9) N.15°48'37"W., a distance of 100.06 feet; 10) N.15°41'45"W., a distance of 99.94 feet; 11) N.15°28'00"W., a distance of 100.00 feet; 12) N.15°34'52"W., a distance of 100.00 feet; 13) N.16°09'16"W., a distance of 99.95 feet; 14) N.15°34'52"W., a distance of 100.00 feet; 15) N.13°00'22"W., a distance of 100.16 feet; 16) N.17°35'13"W., a distance of 100.00 feet; 17) N.21°41'43"W., a distance of 102.75 feet; 18) N.20°04'43"W., a distance of 100.06 feet; 19) N.20°33'36"W., a distance of 17.89 feet; 20) N.22°10'21"W., a distance of 446.02 feet; 21) N.22°31'38"W., a distance of 36.10 feet; 22) N.21°47'48"W., a distance of 100.00 feet; 23) N.21°53'51"W., a distance of 99.29 feet; 24) N.21°40'08"W., a distance of 99.41 feet; 25) N.22°01'33"W., a distance of 100.00 feet; 26) N.21°47'48"W., a distance of 100.00 feet; 27) N.22°01'33"W., a distance of 400.00 feet; 28) N.22°04'59"W., a distance of 199.94 feet; 29) N.22°15'18"W., a distance of 100.06 feet; 30) N.22°04'59"W., a distance of 100.00 feet; 31) N.21°51'14"W., a distance of 99.94 feet; 32) N.22°04'59"W., a distance of 500.00 feet; 33) N.11°19'52"W., a distance of 101.84 feet; 34) N.21°37'29"W., a distance of 100.00 feet; 35) N.21°40'56"W., a distance of 100.00 feet; 36) N.21°13'24"W., a distance of 99.95 feet; 37) N.22°04'59"W., a distance of 0.84 feet; 38) N.12°35'16"W., a distance of 306.96 feet; 39) N.19°11'16"W., a distance of 400.50 feet; 40) N.22°03'01"W., a distance of 107.00 feet to a point on the Southerly Right-of-way line of Interstate 4 (State Road 400); thence run along said Southerly Right-of-way line of Interstate 4 the following Three (3) courses: 1) N.68°22'47"E., a distance of 601.96 feet; 2) thence Northeasterly, 1081.82 feet along the arc of a tangent curve to the left having a radius of 11576.76 feet and a central angle of 05°21'15" (chord bearing N.65°42'10"E., 1081.43 feet); 3) N.02°20'45"W., a distance of 38.00 feet to a point on the West Right-of-way line of Interstate 95 (State Road 9); thence run along said West Right-of-way line of Interstate 95 the following Eleven (11) courses: 1) N.89°39'15"E., a distance of 100.00 feet; 2) S.02°20'45"E., a distance of 86.63 feet; 3) thence Southeasterly, 111.39 feet along the arc of a non-tangent curve to the right having a radius of 621.97 feet and a central angle of 10°15'40" (chord bearing S.52°30'47"E., 111.24 feet); 4) S.47°22'57"E., a distance of 441.60 feet; 5) S.66°39'23"E., a distance of 128.72 feet; 6) S.26°38'47"E., a distance of 120.00 feet; 7) S.47°22'57"E., a distance of 399.96 feet; 8) thence Southeasterly, 795.49 feet along the arc of a tangent curve to the right having a radius of 2198.00 feet and a central angle of 20°44'10" (chord bearing S.37°00'52"E., 791.15 feet); 9) S.26°38'47"E., a distance of 225.00 feet; 10) N.63°21'14"E., a distance of 45.98 feet; 11) S.26°38'46"E., a distance of 3860.51 feet; thence N.61°48'15"W., a distance of 24.47 feet; thence S.52°10'25"W., a distance of 126.06 feet; thence S.83°14'33"W., a distance of 76.67 feet; thence N.79°34'19"W., a distance of 24.20 feet; thence N.73°29'26"W., a distance of 148.45 feet; thence N.75°23'11"W., a distance of 344.36 feet; thence N.72°32'25"W., a distance of 187.15 feet; thence N.75°00'17"W., a distance of 115.59 feet; thence N.19°41'58"W., a distance of 28.99 feet; thence N.04°29'32"W., a distance of 120.00 feet; thence Easterly, 49.80 feet along the arc of a non-tangent curve to the left having a radius of 275.00 feet and a central angle of 10°22'35" (chord bearing N.80°19'11"E., 49.73 feet); thence S.14°52'07"E., a distance of 120.00 feet; thence Northeasterly, 623.28 feet along the arc of a non-tangent curve to the left having a radius of 395.00 feet and a central angle of 90°24'29" (chord bearing N.29°55'39"E., 560.60 feet); thence N.15°16'36"W., a distance of 402.97 feet; thence Northwesterly, 326.58 feet along the arc of a tangent curve to the left having a radius of 245.00 feet and a central angle of 76°22'30" (chord bearing N.53°27'51"W., 302.94 feet); thence S.88°20'54"W., a distance of 569.97 feet; thence Westerly, 7.77 feet along the arc of a tangent curve to the left having a radius of 1145.00 feet and a central angle of 00°23'20" (chord bearing S.88°09'14"W., 7.77 feet); thence Northerly, 148.26 feet along the arc of a non-tangent curve to the left having a radius of 1180.00 feet and a central angle of 07°11'57" (chord bearing N.18°23'22"W., 148.17 feet); thence N.21°59'20"W., a distance of 207.34 feet; thence S.68°00'40"W., a distance of 120.00 feet; thence N.21°59'20"W., a distance of 115.00 feet; thence N.68°00'40"E., a distance of 120.00 feet; thence N.21°59'20"W., a distance of 1471.36 feet; thence Westerly, 371.61 feet along the arc of a non-tangent curve to the left having a radius of 170.00 feet and a central angle of 125°14'41" (chord bearing N.85°28'46"W., 301.92 feet); thence S.58°06'06"E., a distance of 120.00 feet; thence Southwesterly, 6.97 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 07°58'57" (chord bearing S.27°54'25"W., 6.96 feet); thence S.68°00'40"W., a distance of 153.83 feet; thence S.21°59'20"E., a distance of 50.00 feet; thence S.68°00'40"W., a distance of 25.00 feet; thence S.21°59'20"E., a distance of 68.05 feet; thence S.68°00'40"W., a distance of 56.48 feet; thence S.21°59'20"E., a distance of 24.91 feet; thence S.68°00'40"W., a distance of 50.00 feet; thence S.21°59'20"E., a distance of 57.11 feet; thence S.68°00'40"W., a distance of 105.00 feet; thence S.21°59'20"E., a distance of 885.50 feet; thence S.68°00'40"W., a distance of 90.00 feet; thence S.21°59'20"E., a distance of 105.00 feet; thence S.68°00'40"W., a distance of 15.00 feet; thence S.21°59'20"E., a distance of 50.00 feet; thence N.68°00'40"E., a distance of 5.13 feet; thence S.21°59'20"E., a distance of 151.18 feet; thence S.68°00'40"W., a distance of 603.72 feet; thence S.21°59'20"E., a distance of 120.00 feet; thence S.68°00'40"W., a distance of 11.33 feet; thence S.21°59'20"E., a distance of 50.00 feet; thence N.68°00'40"E., a distance of 20.00 feet; thence S.21°59'20"E., a distance of 120.00 feet; thence N.68°00'40"E., a distance of 824.20 feet; thence Southerly, 22.42 feet along the arc of a non-tangent curve to the right having a radius of 1975.00 feet and a central angle of 00°39'02" (chord bearing S.19°58'37"E., 22.42 feet); thence S.70°20'54"W., a distance of 125.00 feet; thence Southerly, 160.95 feet along the arc of a non-tangent curve to the right having a radius of 1850.00 feet and a central angle of 04°59'05" (chord bearing S.17°09'33"E., 160.90 feet); thence S.15°35'10"E., a distance of 39.24 feet; thence S.69°58'03"W., a distance of 692.71 feet; thence S.20°01'57"E., a distance of 120.00 feet; thence S.69°58'03"W., a distance of 21.71 feet; thence S.20°01'57"E., a distance of 50.00 feet; thence S.69°58'03"W., a distance of 114.42 feet; thence Southwesterly, 15.02 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 86°02'02" (chord bearing S.26°57'02"W., 13.64 feet); thence S.16°03'59"E., a distance of 202.38 feet; thence Southeasterly, 14.35 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 82°13'27" (chord bearing S.57°10'43"E., 13.15 feet); thence Easterly, 111.72 feet along the arc of a compound curve to the left having a radius of 875.00 feet and a central angle of 07°18'55" (chord bearing N.78°03'06"E., 111.64 feet); thence S.16°03'59"E., a distance of 170.00 feet; thence Easterly, 79.37 feet along the arc of a non-tangent curve to the left having a radius of 1045.00 feet and a central angle of 04°21'06" (chord bearing N.72°08'36"E., 79.35 feet); thence N.69°58'03"E., a distance of 413.31 feet; thence S.20°01'57"E., a distance of 19.90 feet; thence S.69°58'03"W., a distance of 120.00 feet; thence S.20°01'57"E., a distance of 145.97 feet; thence Southerly, 36.02 feet along the arc of a tangent curve to the right having a radius of 455.00 feet and a central angle of 04°32'07" (chord bearing S.17°45'54"E., 36.01 feet); thence S.15°29'50"E., a distance of 6.65 feet; thence S.73°56'01"W., a distance of 364.39 feet; thence S.16°03'59"E., a distance of 120.00 feet; thence S.73°56'01"W., a distance of 20.00 feet; thence S.16°03'59"E., a distance of 50.00 feet; thence N.73°56'01"E., a distance of 20.03 feet; thence S.16°03'59"E., a distance of 120.00 feet; thence N.73°56'01"E., a distance of 501.97 feet; thence Easterly, 215.75 feet along the arc of a tangent curve to the right having a radius of 455.00 feet and a central angle of 27°10'05" (chord bearing N.87°31'03"E., 213.73 feet); thence S.15°38'26"W., a distance of 368.87 feet; thence S.74°21'34"E., a distance of 170.00 feet; thence S.15°38'26"W., a distance of 141.76 feet; thence Southwesterly, 96.07 feet along the arc of a tangent curve to the right having a radius of 125.00 feet and a central angle of 44°02'06" (chord bearing S.37°39'29"W., 93.72 feet); thence Southwesterly, 91.97 feet along the arc of a reverse curve to the left having a radius of 125.00 feet and a central angle of 42°09'29" (chord bearing S.38°35'47"W., 89.91 feet); thence N.72°28'57"W., a distance of 50.00 feet; thence Southerly, 14.79 feet along the arc of a non-tangent curve to the left having a radius of 175.00 feet and a central angle of 04°50'27" (chord bearing S.15°05'50"W., 14.78 feet); thence S.89°31'13"W., a distance of 185.31 feet; thence Westerly, 352.22 feet along the arc of a non-tangent curve to the left having a radius of 173.00 feet and a central angle of 116°39'07" (chord bearing S.81°23'57"W., 294.46 feet); thence S.87°25'34"W., a distance of 91.65 feet; thence N.26°00'26"W., a distance of 43.59 feet; thence N.82°56'00"W., a distance of 68.61 feet; thence N.89°28'12"W., a distance of 60.77 feet; thence S.62°38'16"W., a distance of 110.07 feet; thence S.57°48'55"W., a distance of 113.37 feet; thence S.55°15'42"W., a distance of 59.20 feet; thence S.62°36'25"W., a distance of 68.26 feet; thence S.18°06'39"W., a distance of 1.37 feet; thence S.62°52'21"W., a distance of 20.40 feet; thence S.74°19'59"W., a distance of 25.00 feet to the **POINT OF BEGINNING**.

Containing 261.004 acres, more or less.



VICINITY MAP:
(NOT TO SCALE)

DEDICATION:

_____, a _____ limited liability company ("Owner"), hereby states and declares that Owner is the fee simple Owners of all of the lands described in this Plat, a Subdivision lying in Sections 34 and 35, Township 15 South, Range 32 East and Sections 2 and 3, Township 16 South, Range 32 East, and located in the City of Daytona Beach, Volusia County, Florida, and does hereby make the following dedications:

1. The owner hereby dedicates the following property interests to Waypointe Community Development District ("CDD"):
   a. Tracts A, B, C, E, D, EE, F, FF, G, GG, H, HH, K, L, M, N, NN, O, R-1A, R-1B, and X for ingress and egress as well as for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of roadway, drainage, wetland, landscaping, irrigation, hardscaping, signage, lighting, walls/fencing, conduit, and other CDD improvements. The CDD shall have the right and obligation to maintain any CDD improvements within such areas.
   b. Non-exclusive perpetual easements over all public drainage & access easements, for ingress and egress as well as for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of drainage, landscaping, irrigation, hardscaping, signage, lighting, walls/fencing, conduit, and other cdd improvements. The CDD shall have the right and obligation to maintain any CDD improvements within such areas.
   c. Non-exclusive perpetual easements under, over and across, all right-of-ways and utility easements for ingress and egress as well as for the installation, construction, and acquisition of roadway improvements as well as water, sewer and reclaim utilities. All such utilities shall be transferred upon completion to the City for ownership and operation, subject to the City's approval process. All such roadway improvements within tracts dedicated to the City or County (i.e., Tracts R-1, R-1C, and R-2) shall be transferred upon completion to the city or county (as applicable) for ownership and operation, subject to the City's/County's approval process.
   d. Non-exclusive perpetual easements under, over and across, Tracts R-1, R-1C, and R-2, for ingress and egress as well as for the installation, construction, acquisition, operation, maintenance, repair and replacement of landscape, hardscape, irrigation, and lighting improvements.

2. The Owner hereby dedicates to the City:
   a. Tracts R-1 and R-1C for use as public right-of-way.
   b. Tracts BB and CC for use as lift station.
   c. Non-exclusive perpetual easements under, over and across, all right-of-ways and utility easements for ingress and egress as well as for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of water, sewer and reclaim utilities.

3. The Owner hereby dedicates to Volusia County, Florida:
   a. Tract R-2 for use as public right-of-way.

4. All right-of-ways shall be constructed to city standards and transferred upon completion to the cdd or hoa for ownership and operation as indicated herein. The City, CDD, and all applicable governmental and emergency service providers, are hereby dedicated a non-exclusive, perpetual access easement over all right-of-ways for the purposes of ingress and egress as well as for providing public and emergency services, including but not limited to: postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage collection and other public and emergency services.

5. Owner does hereby reserve and retain ownership of all tracts, all lands, all easements, and all other interests not specifically dedicated above to the "City" or the "CDD."

OWNER: _____

By: _____

Name:_____ Witness : _____ Witness: _____

Title: _____ Print Name: _____ Print Name: _____

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Volusia County.

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF _____)

I hereby certify on this ____ day of _____, 2024, before me personally appeared _____, as _____ of _____, known to me or who has produced_____as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

_____
Notary Public, State of Florida at Large
(Printed Name of Notary)

My commission expires:
Commission Number:

CERTIFICATE OF APPROVAL BY THE CITY OF DAYTONA BEACH:

I HEREBY CERTIFY that this Plat has been reviewed for conformity to Chapter 177, Part 1, Florida Statutes.

_____ _____
Reviewing Surveyor: David Lammers, Professional Surveyor and Mapper No. 7163 — Date

THIS IS TO CERTIFY that on _____ this plat was approved.

_____
City Engineer

THIS IS TO CERTIFY that on _____ this plat was approved by the City of Daytona Beach, Florida.

_____
City Manager

CERTIFICATE OF CLERK:

I hereby certify that I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

_____ , at _____.

_____ _____
Clerk of the Circuit Court in and for Volusia County, Florida — File Number

CERTIFICATE OF CLERK:

I hereby certify that I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

_____ , at_____.

_____ _____
Clerk of the Circuit Court in and for Volusia County, Florida — File Number

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF _____)
)SS:

I hereby certify on this ____ day of _____, 2024, before me personally appeared by means of physical presence _____, known to me or who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.
Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

_____
Notary Public, State of Florida at Large
(Printed Name of Notary)

My commission expires:
Commission Number:

GeoPoint Surveying, Inc.
528 Northlake Blvd. Ste 1040
Altamonte Springs, Florida 32701
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SURVEYOR NOTES:

1. Bearings shown hereon are based on the Westerly Right-of-Way Line of Interstate 95, having a Grid Bearing of S.26°38'46"W., the grid bearings as shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
2. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
3. All lines intersecting a curve are radial (R) unless otherwise noted as non-radial (NR).
4. The subject property lies in Flood Zones "A" and "X" according to Flood Insurance Rate Map No. 12127C0364H for Volusia County, Florida, Volusia County Unincorporated Areas Community No. 125155, dated February 19, 2014 and issued by the Federal Emergency Management Agency.
5. All lots shall comply with the minimum lot width identified in the Waypoint PD, as defined by LDC Section 11.4.A.2.
6. Final conveyance of any roadway and/or utilities improvements is subject to final acceptance by the City Council and/or staff, and, as part of the acceptance process, such improvements may be conveyed from either the developer and/or the Waypointe Community Development District.
7. At the time of recording this plat is affected by the following recorded easements found in the Public Records of Volusia County, Florida: (which this reference does not act to reimpose same)

a. Easement by and between Myron S. Kirton and Dorothy C. Kirton, Grantor, and Florida Power & Light Company, Grantee, recorded October 12, 1999, in Official Records Book 4484, Page 2109, together with and as affected by the Subordination of Utility Interests recorded September 3, 2013 in Official Records Book 6901, Page 3307; Perpetual Easement to relocate 30 foot ingress/egress and utility easement access easement as contained in Stipulated Order of Taking and Final Judgment recorded December 13, 2016 in Official Records Book 7337, Page 1449 and recorded December 16, 2016 in Official Records Book 7338, Page 2152; and the Partial Release of Easement recorded March 2, 2017 in Official Records Book 7367, Page 3634, of the Public Records of Volusia County, Florida.

b. Easements and All rights of ingress, egress, light, air and view set forth in that certain Order of Taking and Final Judgment recorded in Official Records Book 7337, Page 1449, of the Public Records of Volusia County, Florida.

c. Temporary Construction Easement recorded July 24, 2024 in Official Records Book 8586, Page 3825, Public Records of Volusia County, Florida.

d. Unrecorded Communications Site Lease Agreement evidenced by the Memorandum of Agreement by and between Myron Kirton and Dorothy Kirton, his wife, and Kenneth M. Kirton, as Lessors, and Nextel South Corp., d/b/a Nextel Communications recorded November 19, 1999 in Official Records Book 4496, Page 1795; together with and as affected by the Assignment of Lease by and between Nextel South Corp., d/b/a Nextel Communications and Tower Parent Corp. recorded October 19, 2004 in Official Records Book 5419, Page 4719; Assignment of Lease by and between Tower Parent Corp. and Tower Asset Sub, Inc. recorded October 19, 2004 in Official Records Book 5419, Page 4731; Florida Assignment and Assumption of Lease or Other Agreement by and between Tower Asset Sub, LLC and AmericanTower Asset Sub, LLC recorded January 8, 2008 in Official Records Book 6176, Page 4819; Assignment of Lease Agreement by and between Katherine Wingard and Thomas Kirton, as Co-Personal Representatives of the Estate of Dorothy C. Kirton, deceased, Assignor and Katherine Wingard and Thomas Kirton, as CoTrustees of the Dorothy C. Kirton Living Trust of November 17, 2004 recorded March 28, 2013 in Official Records Book 6837, Page 3631; Perpetual Easement to relocate 30 foot ingress/egress and utility easement access easement as contained in Stipulated Order of Taking and Final Judgment recorded December 13, 2016 in Official Records Book 7337, Page 1449 and recorded December 16, 2016 in Official Records Book 7338, Page 2158; Quit Claim Deed to the State of Florida Department of Transportation recorded December 16, 2016 in Official Records Book 7338, Page 2114; Memorandum of Lease by and between Katherine Wingard and Thomas Kirton, Individually and as Co-Trustees of the Dorothy C. Kirton Living Trust of November 17, 2004 and American Tower Asset Sub, LLC recorded September 22, 2017 in Official Records Book 7449, Page 3171; Easement and Assignment Agreement by and between Katherine Wingard and Thomas Kirton, Co-Trustees of the Dorothy C. Kirton Living Trust of November 17, 2004 and American Tower Asset Sub, LLC recorded May 7, 2018 in Official Records Book 7542, Page 1047; and the Leasehold Mortgage, Fixture Filing and Assignment of Leases and Rents executed by American Tower Asset Sub, LLC, Mortgagor, in favor of American Tower Depositor Sub, LLC, Mortgagee, dated May 4, 2007, in the original principal amount of $1,750,000,000.00, recorded January 8, 2008 in Official Records Book 6176, Page 4867, as affected by the Assignment of Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3899; Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3913, and Second Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded in Official Records Book 8449, Page 151, of the Public Records of Volusia County, Florida. Such Agreement, as amended, establishes and provides for terms, conditions, fees, easements and obligations.

e. Unrecorded Lease Agreement by and between American Tower Asset Sub, LLC, Lessor, and New Cingular Wireless PCS, LLC, Lessee, dated November 25, 2008, as evidenced by that certain Memorandum of Lease recorded June 26, 2009, in Official Records Book 6368, Page 1599; together with and as affected by the Disclaimer of Interest of New Cingular Wireless PCS, LLC recorded January 18, 2017 in Official Records Book 7349, Page 4753, and the Leasehold Mortgage, Fixture Filing and Assignment of Leases and Rents executed by American Tower Asset Sub, LLC, Mortgagor, in favor of American Tower Depositor Sub, LLC, Mortgagee, dated May 4, 2007, in the original principal amount of $1,750,000,000.00, recorded January 8, 2008 in Official Records Book 6176, Page 4867, as affected by the Assignment of Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3899; Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3913, and Second Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded in Official Records Book 8449, Page 151, of the Public Records of Volusia County, Florida.

f. Memorandum of Lease recorded June 30, 2014, in Official Records Book 7005, Page 121, of the Public Records of Volusia County, Florida.

g. Memorandum of Lease recorded June 30, 2014, in Official Records Book 7005, Page 180, of the Public Records of Volusia County, Florida.

h. Ordinance No. 18-379 Annexing Property into the City of Daytona recorded November 9, 2018 in Official Records Book 7621, Page 946, of the Public Records of Volusia County, Florida.

i. Notice of Establishment of the Waypointe Community Development District recorded in Official Records Book 8373, Page 3264, of the Public Records of Volusia County, Florida.

j. Waypointe Planned District Agreement recorded in Official Records Book 8445, Page 4720, of the Public Records of Volusia County, Florida.

k. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1514, of the Public Records of Volusia County, Florida.

l. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1526, of the Public Records of Volusia County, Florida.

m. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1538, of the Public Records of Volusia County, Florida.

n. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1550, of the Public Records of Volusia County, Florida.

o. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1562, of the Public Records of Volusia County, Florida.

p. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the memorandum of Lease recorded in Official Records Book 8426, Page 1574, of the Public Records of Volusia County, Florida.

q. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1586, of the Public Records of Volusia County, Florida.

r. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1598, of the Public Records of Volusia County, Florida.

s. Memorandum of Agreement by and between BF-KL Waypointe LLC, a Delaware limited liability company and Pulte Home Company, LLC, a Michigan limited liability company recorded January 5, 2024 in Official Records Book 8503, Page 4521, Public Records of Volusia County, Florida.

t. Waypointe Proportionate Fair Share Parent Tract Agreement recorded June 13, 2024 in Official Records Book 8569, Page 969, Public Records of Volusia County, Florida.

u. Community Declaration for Waypointe recorded October 29, 2024 in Official Records Book 8625, Page 211, Public Records of Volusia County, Florida.

v. Waypointe Community Development District Initial Declaration of Consent recorded November 22, 2024 in Official Records Book 8635, Page 2333, Public Records of Volusia County, Florida.

w. Notice of Commencement recorded November 26, 2024 in Official Records Book 8636, Page 2228, Public Records of Volusia County, Florida.

CERTIFICATE OF ACCEPTANCE:

of the Waypoint Community Development District
The dedication to Waypoint Community Development District, a local unit of special purposes government, created pursuant to Chapter 190, Florida Statutes, was accepted at an open meeting of the Waypoint Community Development District by their Board of Supervisors this _____ day of _____ 2024 and hereby consents to and joins in the recording of this instrument and the dedications shown hereon.

Witness: _____ Witness: _____

Chairman _____ Print Name_____ Print Name: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF _____))SS:

I hereby certify on this ____ day of _____, 2024, before me personally appeared by means of physical presence _____, known to me or who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.
Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

_____
Notary Public, State of Florida at Large
(Printed Name of Notary)

My commission expires:
Commission Number:

SURVEYOR'S CERTIFICATION:

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the land being subdivided; that this plat was prepared under my direction and supervision; that this plat complies with all the requirements of Chapter 177, Part I, Florida Statutes; that permanent reference monuments (PRMs) were set on the ____day of _____, 2024, as shown hereon; and that permanent control points (PCPs) and corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

_____
David Maxwell, (License No. LS7311)
Florida Professional Surveyor
and Mapper GeoPoint Surveying, Inc.
528 Northlake Blvd., Ste. 1040,
Altamonte Springs, Florida 32701
Licensed Business Number LB7768

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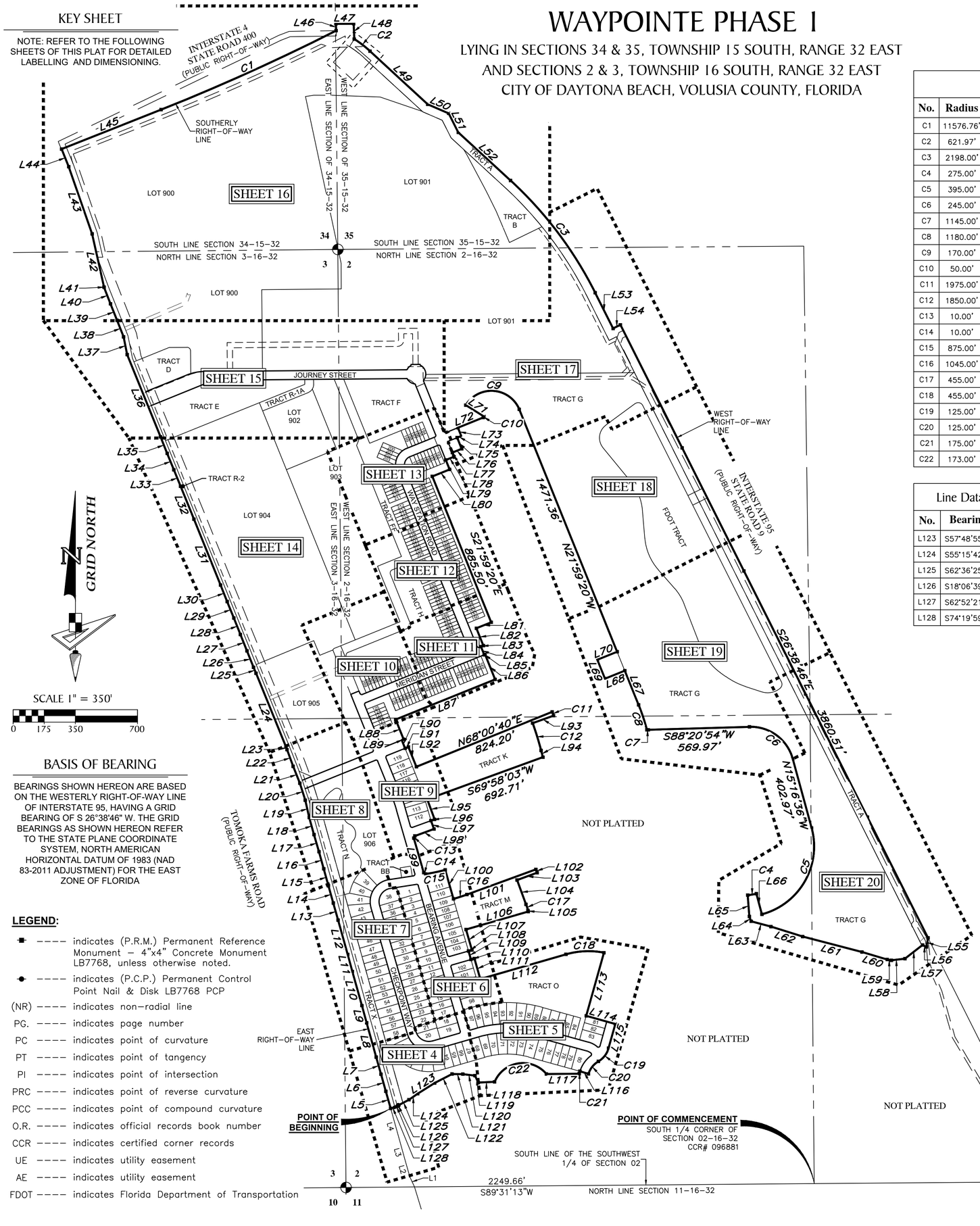
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING.



BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, HAVING A GRID BEARING OF S 26°38'46" W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA

LEGEND:

- ●---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ●---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
- PT ---- indicates point of tangency
- PI ---- indicates point of intersection
- PRC ---- indicates point of reverse curvature
- PCC ---- indicates point of compound curvature
- O.R. ---- indicates official records book number
- CCR ---- indicates certified corner records
- UE ---- indicates utility easement
- AE ---- indicates utility easement
- FDOT ---- indicates Florida Department of Transportation

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C1	11576.76'	1081.82'	5°21'15"	N65°42'10"E	1081.43'
C2	621.97'	111.39'	10°15'40"	S52°30'47"E	111.24'
C3	2198.00'	795.49'	20°44'10"	S37°00'52"E	791.15'
C4	275.00'	49.80'	10°22'35"	N80°19'11"E	49.73'
C5	395.00'	623.28'	90°24'29"	N29°55'39"E	560.60'
C6	245.00'	326.58'	76°22'30"	N53°27'51"W	302.94'
C7	1145.00'	7.77'	0°23'20"	S88°09'14"W	7.77'
C8	1180.00'	148.26'	7°11'57"	N18°23'22"W	148.17'
C9	170.00'	371.61'	125°14'41"	N85°28'46"W	301.92'
C10	50.00'	6.97'	7°58'57"	S27°54'25"W	6.96'
C11	1975.00'	22.42'	0°39'02"	S19°58'37"E	22.42'
C12	1850.00'	160.95'	4°59'05"	S17°09'33"E	160.90'
C13	10.00'	15.02'	86°02'02"	S26°57'02"W	13.64'
C14	10.00'	14.35'	82°13'27"	S57°10'43"E	13.15'
C15	875.00'	111.72'	7°18'55"	N78°03'06"E	111.64'
C16	1045.00'	79.37'	4°21'06"	N72°08'36"E	79.35'
C17	455.00'	36.02'	4°32'07"	S17°45'54"E	36.01'
C18	455.00'	215.75'	27°10'05"	N87°31'03"E	213.73'
C19	125.00'	96.07'	44°02'06"	S37°39'29"W	93.72'
C20	125.00'	91.97'	42°09'29"	S38°35'47"W	89.91'
C21	175.00'	14.79'	4°50'27"	S15°05'50"W	14.78'
C22	173.00'	352.22'	116°39'07"	S81°23'57"W	294.46'

Line Data Table		
No.	Bearing	Length
L123	S57°48'55"W	113.37'
L124	S55°15'42"W	59.20'
L125	S62°36'25"W	68.26'
L126	S18°06'39"W	1.37'
L127	S62°52'21"W	20.40'
L128	S74°19'59"W	25.00'

TRACT AREA TABLE	
TRACT NAME	ACRES
TRACT A	7.046±
TRACT B	1.376±
TRACT BB	0.077±
TRACT C	1.213±
TRACT CC	0.088±
TRACT D	0.034±
TRACT E	3.160±
TRACT EE	1.139±
TRACT F	2.725±
FDOT TRACT	11.680±
TRACT FF	3.039±
TRACT G	40.295±
TRACT GG	1.369±
TRACT H	3.303±
TRACT HH	0.317±
TRACT K	3.577±
TRACT M	1.812±
TRACT N	1.515±
TRACT NN	2.101±
TRACT O	3.933±
TRACT R-1	2.820±
TRACT R-1A	0.382±
TRACT R-1B	2.696±
TRACT R-1C	5.957±
TRACT R-2	2.454±
TRACT X	2.135±
LOT 900	44.679±
LOT 901	44.503±
LOT 902	2.490±
LOT 903	9.983±
LOT 904	18.174±
LOT 905	7.061±
LOT 906	4.300±

Line Data Table		
No.	Bearing	Length
L1	N24°56'43"W	62.52'
L2	N15°58'57"W	99.95'
L3	N15°28'00"W	100.11'
L4	N15°34'52"W	199.94'
L5	N15°45'11"W	100.00'
L6	N15°41'45"W	100.06'
L7	N15°45'11"W	99.94'
L8	N15°34'52"W	200.00'
L9	N15°24'34"W	100.06'
L10	N15°34'52"W	199.94'
L11	N15°21'07"W	100.00'
L12	N15°34'52"W	200.00'
L13	N15°48'37"W	100.06'
L14	N15°41'45"W	99.94'
L15	N15°28'00"W	100.00'
L16	N15°34'52"W	100.00'
L17	N16°09'16"W	99.95'
L18	N15°34'52"W	100.00'
L19	N13°00'22"W	100.16'
L20	N17°35'13"W	100.00'
L21	N21°41'43"W	102.75'
L22	N20°04'43"W	100.06'
L23	N20°33'36"W	17.90'
L24	N22°10'21"W	446.01'
L25	N22°31'38"W	36.10'
L26	N21°47'48"W	100.00'
L27	N21°53'51"W	99.29'
L28	N21°40'08"W	99.41'
L29	N22°01'33"W	100.00'
L30	N21°47'48"W	100.00'
L31	N22°01'33"W	400.00'
L32	N22°04'59"W	199.94'
L33	N22°15'18"W	100.06'
L34	N22°04'59"W	100.00'
L35	N21°51'14"W	99.94'
L36	N22°04'59"W	500.00'
L37	N11°19'52"W	101.84'
L38	N21°37'29"W	100.00'
L39	N21°40'56"W	100.00'
L40	N21°13'24"W	99.95'
L41	N22°04'59"W	0.84'
L42	N12°35'16"W	306.96'
L43	N19°11'16"W	400.50'
L44	N22°03'01"W	107.00'
L45	N68°22'47"E	601.96'
L46	N02°20'45"W	38.00'
L47	N89°39'15"E	100.00'
L48	S02°20'45"E	86.63'
L49	S47°22'57"E	441.60'
L50	S66°39'23"E	128.72'
L51	S26°38'47"E	120.00'
L52	S47°22'57"E	399.96'
L53	S26°38'47"E	225.00'
L54	N63°21'14"E	45.98'
L55	S09°41'53"W	52.24'
L56	N61°48'15"W	24.47'
L57	S52°10'25"W	126.06'
L58	S83°14'33"W	76.67'
L59	N79°34'19"W	24.20'
L60	N73°29'26"W	148.45'
L61	N75°23'11"W	344.36'

Line Data Table		
No.	Bearing	Length
L62	N72°32'25"W	187.15'
L63	N75°00'17"W	115.59'
L64	N19°41'58"W	28.99'
L65	N04°29'32"W	120.00'
L66	S14°52'07"E	120.00'
L67	N21°59'20"W	207.34'
L68	S68°00'40"W	120.00'
L69	N21°59'20"W	115.00'
L70	N68°00'40"E	120.00'
L71	S58°06'06"E	120.00'
L72	S68°00'40"W	153.83'
L73	S21°59'20"E	50.00'
L74	S68°00'40"W	25.00'
L75	S21°59'20"E	68.05'
L76	S68°00'40"W	56.48'
L77	S21°59'20"E	24.91'
L78	S68°00'40"W	50.00'
L79	S21°59'20"E	57.11'
L80	S68°00'40"W	105.00'
L81	S68°00'40"W	90.00'
L82	S21°59'20"E	105.00'
L83	S68°00'40"W	15.00'
L84	S21°59'20"E	50.00'
L85	N68°00'40"E	5.13'
L86	S21°59'20"E	151.18'
L87	S68°00'40"W	603.72'
L88	S21°59'20"E	120.00'
L89	S68°00'40"W	11.33'
L90	S21°59'20"E	50.00'
L91	N68°00'40"E	20.00'
L92	S21°59'20"E	120.00'
L93	S70°20'54"W	125.00'
L94	S15°35'10"E	39.24'
L95	S20°01'57"E	120.00'
L96	S69°58'03"W	21.71'
L97	S20°01'57"E	50.00'
L98	S69°58'03"W	114.42'
L99	S16°03'59"E	202.38'
L100	S16°03'59"E	170.00'
L101	N69°58'03"E	413.31'
L102	S20°01'57"E	19.90'
L103	S69°58'03"W	120.00'
L104	S20°01'57"E	145.97'
L105	S15°29'50"E	6.65'
L106	S73°56'01"W	364.39'
L107	S16°03'59"E	120.00'
L108	S73°56'01"W	20.00'
L109	S16°03'59"E	50.00'
L110	N73°56'01"E	20.03'
L111	S16°03'59"E	120.00'
L112	N73°56'01"E	501.97'
L113	S15°38'26"W	368.87'
L114	S74°21'34"E	170.00'
L115	S15°38'26"W	141.76'
L116	N72°28'57"W	50.00'
L117	S89°31'13"W	185.31'
L118	S87°25'34"W	91.65'
L119	N26°00'26"W	43.59'
L120	N82°56'00"W	68.61'
L121	N89°28'12"W	60.77'
L122	S62°38'16"W	110.07'

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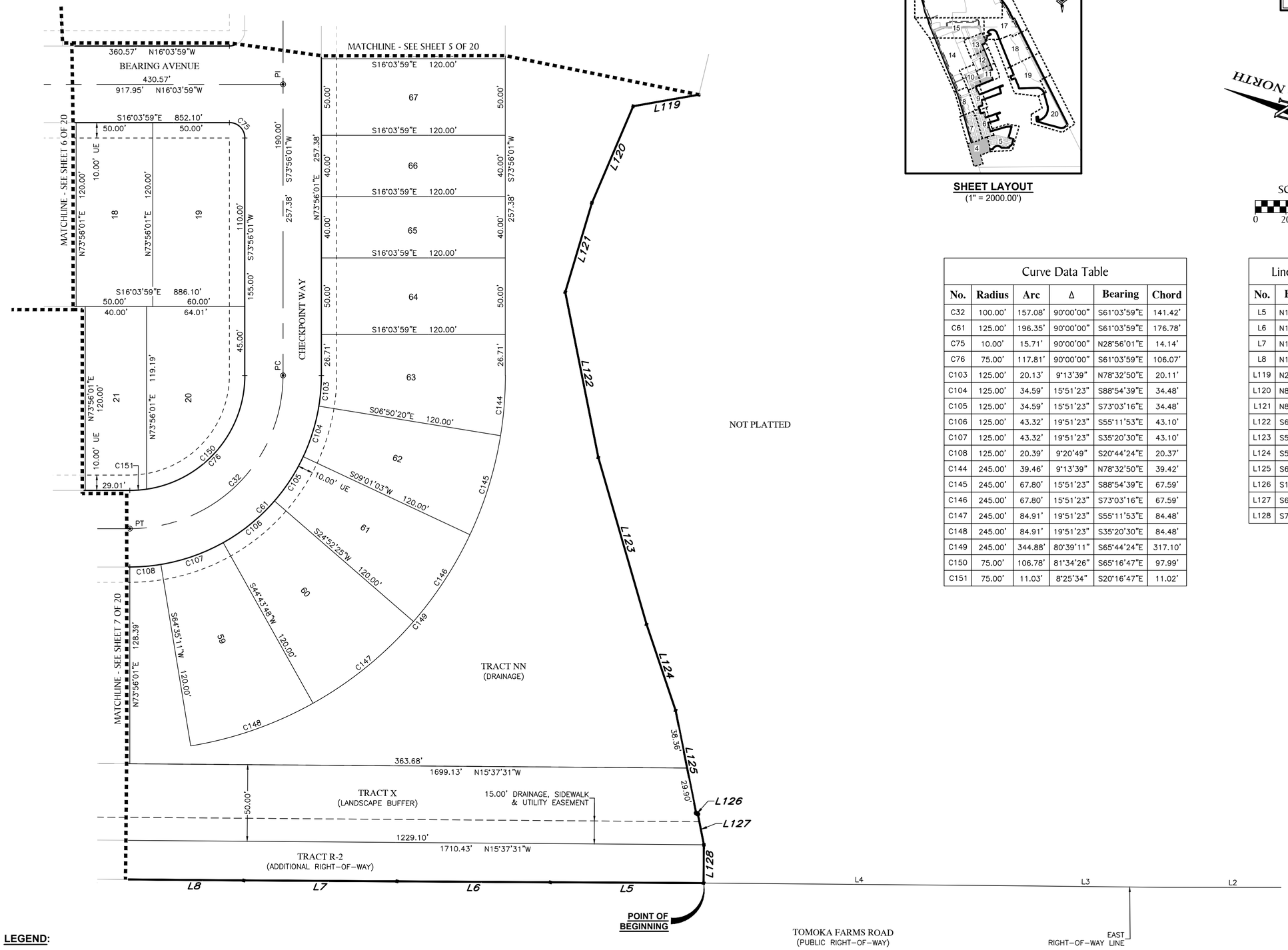
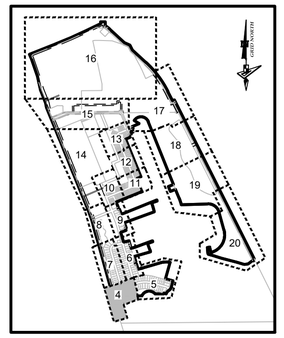
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS





SHEET LAYOUT
(1" = 2000.00')

SCALE 1" = 40'

0 20 40 80

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C32	100.00'	157.08'	90°00'00"	S61°03'59"E	141.42'
C61	125.00'	196.35'	90°00'00"	S61°03'59"E	176.78'
C75	10.00'	15.71'	90°00'00"	N28°56'01"E	14.14'
C76	75.00'	117.81'	90°00'00"	S61°03'59"E	106.07'
C103	125.00'	20.13'	9°13'39"	N78°32'50"E	20.11'
C104	125.00'	34.59'	15°51'23"	S88°54'39"E	34.48'
C105	125.00'	34.59'	15°51'23"	S73°03'16"E	34.48'
C106	125.00'	43.32'	19°51'23"	S55°11'53"E	43.10'
C107	125.00'	43.32'	19°51'23"	S35°20'30"E	43.10'
C108	125.00'	20.39'	9°20'49"	S20°44'24"E	20.37'
C144	245.00'	39.46'	9°13'39"	N78°32'50"E	39.42'
C145	245.00'	67.80'	15°51'23"	S88°54'39"E	67.59'
C146	245.00'	67.80'	15°51'23"	S73°03'16"E	67.59'
C147	245.00'	84.91'	19°51'23"	S55°11'53"E	84.48'
C148	245.00'	84.91'	19°51'23"	S35°20'30"E	84.48'
C149	245.00'	344.88'	80°39'11"	S65°44'24"E	317.10'
C150	75.00'	106.78'	81°34'26"	S65°16'47"E	97.99'
C151	75.00'	11.03'	8°25'34"	S20°16'47"E	11.02'

Line Data Table		
No.	Bearing	Length
L5	N15°45'11"W	100.00'
L6	N15°41'45"W	100.06'
L7	N15°45'11"W	99.94'
L8	N15°34'52"W	200.00'
L119	N26°00'26"W	43.59'
L120	N82°56'00"W	68.61'
L121	N89°28'12"W	60.77'
L122	S62°38'16"W	110.07'
L123	S57°48'55"W	113.37'
L124	S55°15'42"W	59.20'
L125	S62°36'25"W	68.26'
L126	S18°06'39"W	1.37'
L127	S62°52'21"W	20.40'
L128	S74°19'59"W	25.00'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
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- PT ---- indicates point of tangency
- PI ---- indicates point of intersection
- PRC ---- indicates point of reverse curvature
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WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
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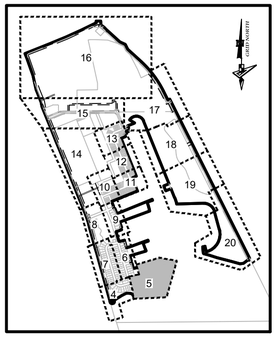
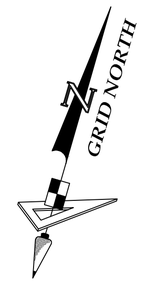
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.



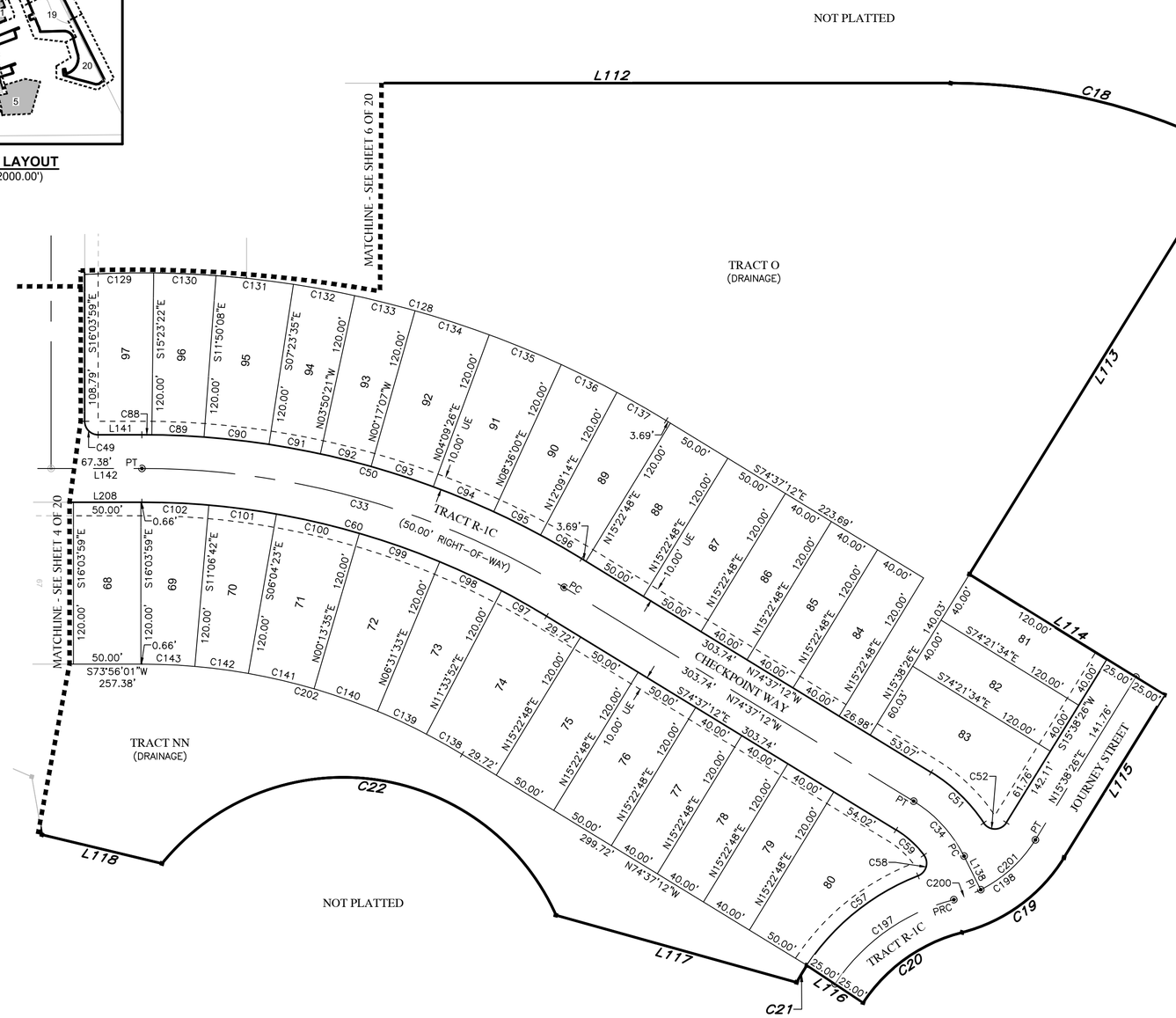
SHEET LAYOUT
(1" = 2000.00')

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SCALE 1" = 40'

0 10 20 40



Line Data Table		
No.	**Bearing**	**Length**
L112	N73°56'01"E	501.97'
L113	S15°38'26"W	368.87'
L114	S74°21'34"E	170.00'
L115	S15°38'26"W	141.76'
L116	N72°28'57"W	50.00'
L117	S89°31'13"W	185.31'
L118	S87°25'34"W	91.65'
L138	S42°33'24"E	27.82'
L141	S73°56'01"W	32.38'
L142	S73°56'01"W	257.38'
L208	N73°56'01"E	257.38'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C131	745.00'	57.77'	4°26'34"	S80°23'09"W	57.75'
C132	745.00'	46.21'	3°33'14"	S84°23'02"W	46.20'
C133	745.00'	46.21'	3°33'14"	S87°56'16"W	46.20'
C134	745.00'	57.77'	4°26'34"	N88°03'50"W	57.75'
C135	745.00'	57.77'	4°26'34"	N83°37'17"W	57.75'
C136	745.00'	46.21'	3°33'14"	N79°37'23"W	46.20'
C137	745.00'	41.95'	3°13'34"	N76°13'59"W	41.94'
C138	455.00'	30.30'	3°48'56"	N76°31'40"W	30.29'
C139	455.00'	40.01'	5°02'19"	N80°57'17"W	40.00'
C140	455.00'	50.03'	6°17'58"	N86°37'26"W	50.00'
C141	455.00'	50.03'	6°17'58"	S87°04'36"W	50.00'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C142	455.00'	40.01'	5°02'19"	S81°24'28"W	40.00'
C143	455.00'	39.35'	4°57'18"	S76°24'40"W	39.34'
C197	150.00'	110.37'	42°09'29"	N38°35'47"E	107.90'
C198	100.00'	76.86'	44°02'06"	N37°39'29"E	74.98'
C200	100.00'	21.35'	12°13'56"	N53°33'34"E	21.31'
C201	100.00'	55.51'	31°48'10"	N31°32'31"E	54.80'
C202	455.00'	249.72'	31°26'47"	S89°39'24"W	246.60'

LEGEND:

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Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C18	455.00'	215.75'	27°10'05"	N87°31'03"E	213.73'
C19	125.00'	96.07'	44°02'06"	S37°39'29"W	93.72'
C20	125.00'	91.97'	42°09'29"	S38°35'47"W	89.91'
C21	175.00'	14.79'	4°50'27"	S15°05'50"W	14.78'
C22	173.00'	352.22'	116°39'07"	S81°23'57"W	294.46'
C33	600.00'	329.31'	31°26'47"	S89°39'24"W	325.19'
C34	100.00'	55.96'	32°03'48"	S58°35'18"E	55.23'
C49	10.00'	15.71'	90°00'00"	S61°03'59"E	14.14'
C50	625.00'	343.03'	31°26'47"	S89°39'24"W	338.74'
C51	125.00'	54.40'	24°56'06"	N62°09'09"W	53.97'
C52	10.00'	20.01'	114°40'28"	N72°58'40"E	16.84'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C57	175.00'	107.35'	35°08'49"	S35°05'27"W	105.67'
C58	10.00'	18.49'	105°56'15"	N00°18'16"W	15.97'
C59	75.00'	27.94'	21°20'49"	N63°56'48"W	27.78'
C60	575.00'	315.59'	31°26'47"	S89°39'24"W	311.64'
C88	625.00'	7.39'	0°40'38"	S74°16'20"W	7.39'
C89	625.00'	38.77'	3°33'14"	S76°23'15"W	38.76'
C90	625.00'	48.46'	4°26'34"	S80°23'09"W	48.45'
C91	625.00'	38.77'	3°33'14"	S84°23'02"W	38.76'
C92	625.00'	38.77'	3°33'14"	S87°56'16"W	38.76'
C93	625.00'	48.46'	4°26'34"	N88°03'50"W	48.45'
C94	625.00'	48.46'	4°26'34"	N83°37'17"W	48.45'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C95	625.00'	38.77'	3°33'14"	N79°37'23"W	38.76'
C96	625.00'	35.19'	3°13'34"	N76°13'59"W	35.19'
C97	575.00'	38.29'	3°48'56"	N76°31'40"W	38.28'
C98	575.00'	50.57'	5°02'19"	N80°57'17"W	50.55'
C99	575.00'	63.22'	6°17'58"	N86°37'26"W	63.19'
C100	575.00'	63.22'	6°17'58"	S87°04'36"W	63.19'
C101	575.00'	50.57'	5°02'19"	S81°24'28"W	50.55'
C102	575.00'	49.73'	4°57'18"	S76°24'40"W	49.71'
C128	745.00'	451.29'	34°42'27"	S88°01'35"W	444.42'
C129	745.00'	51.20'	3°56'17"	S72°38'30"W	51.19'
C130	745.00'	46.21'	3°33'14"	S76°23'15"W	46.20'

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WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
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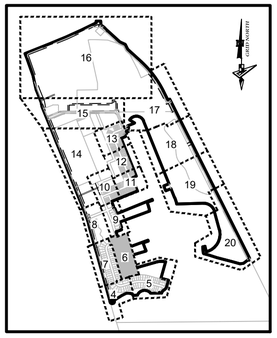
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 60'
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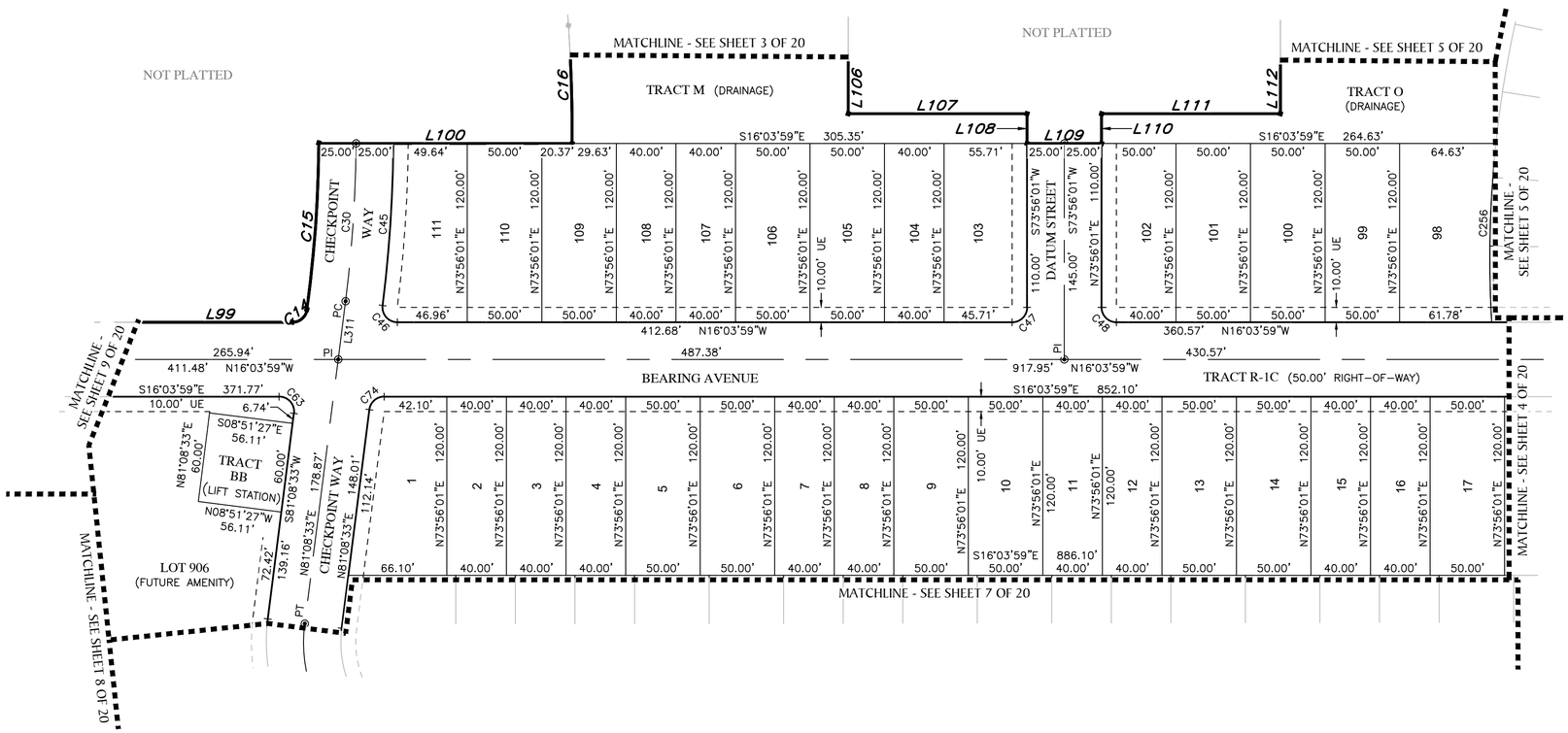

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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C14	10.00'	14.35'	82°13'27"	S57°10'43"E	13.15'
C15	875.00'	111.72'	7°18'55"	N78°03'06"E	111.64'
C30	900.00'	106.21'	6°45'42"	N77°45'43"E	106.15'
C45	925.00'	109.05'	6°45'18"	N77°44'48"E	108.99'
C46	10.00'	16.96'	97°11'26"	S32°31'44"W	15.00'
C47	10.00'	15.71'	90°00'00"	S61°03'59"E	14.14'
C48	10.00'	15.71'	90°00'00"	S28°56'01"W	14.14'
C63	10.00'	16.97'	97°12'32"	N32°32'17"E	15.00'
C74	10.00'	14.45'	82°47'28"	N57°27'43"W	13.23'
C256	745.00'	120.16'	9°14'29"	S75°17'36"W	120.03'

Line Data Table

No.	Bearing	Length
L99	S16°03'59"E	202.38'
L100	S16°03'59"E	170.00'
L106	S73°56'01"W	364.39'
L107	S16°03'59"E	120.00'
L108	S73°56'01"W	20.00'
L109	S16°03'59"E	50.00'
L110	N73°56'01"E	20.03'
L111	S16°03'59"E	120.00'
L112	N73°56'01"E	501.97'
L311	N81°08'33"E	39.40'

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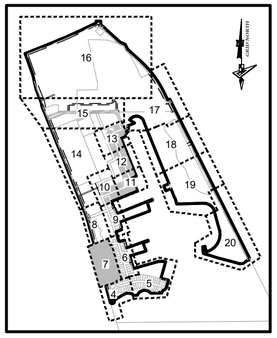

SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 60'
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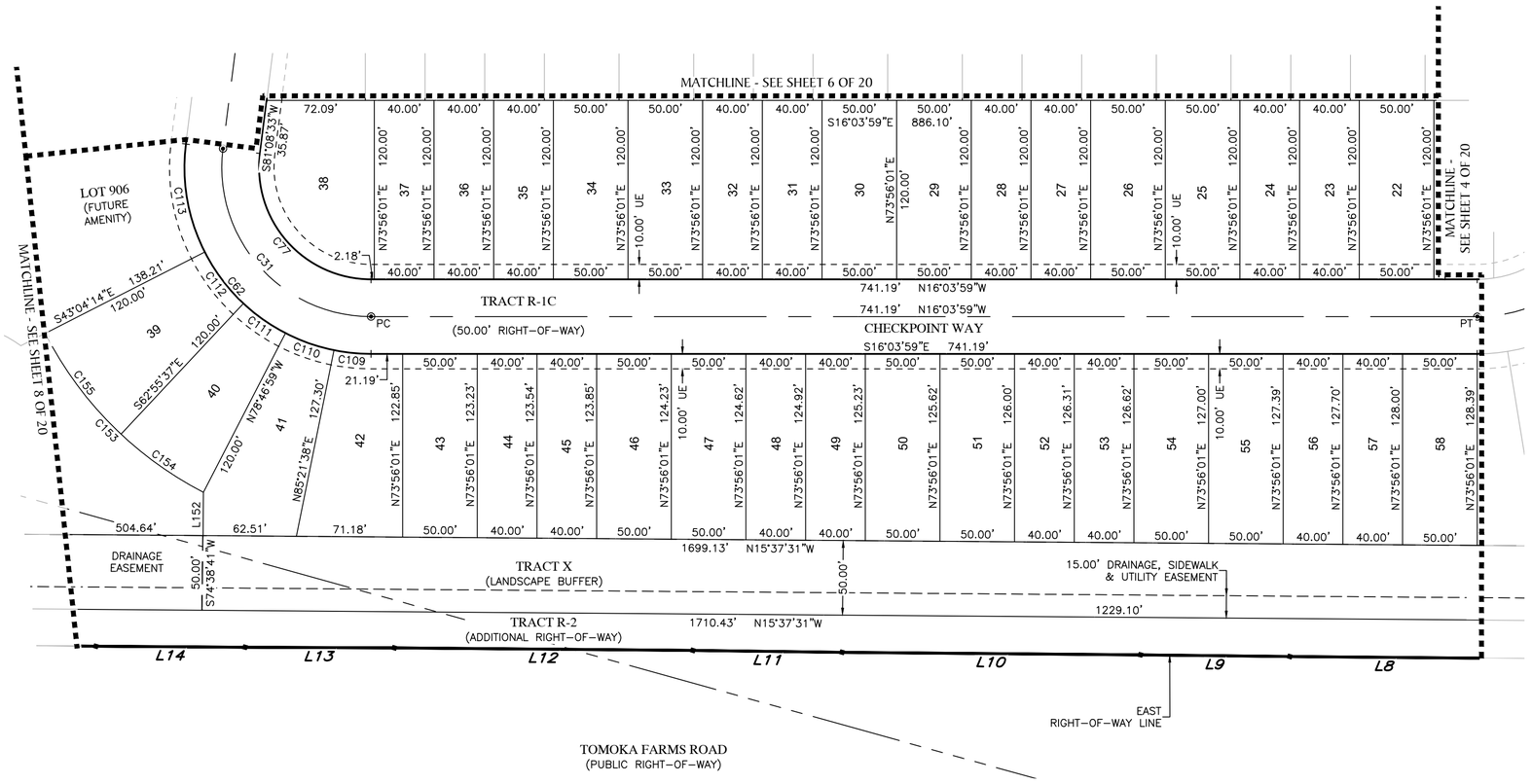

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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C31	100.00'	169.66'	97°12'32"	S32°32'17"W	150.03'
C62	125.00'	212.08'	97°12'32"	S32°32'17"W	187.54'
C77	75.00'	127.25'	97°12'32"	S32°32'17"W	112.52'
C109	125.00'	24.93'	11°25'37"	S10°21'11"E	24.89'
C110	125.00'	34.59'	15°51'23"	S03°17'19"W	34.48'
C111	125.00'	34.59'	15°51'23"	S19°08'42"W	34.48'
C112	125.00'	43.32'	19°51'23"	S37°00'05"W	43.10'
C113	125.00'	74.64'	34°12'46"	S64°02'09"W	73.54'
C153	245.00'	152.71'	35°42'46"	S29°04'24"W	150.25'
C154	245.00'	67.80'	15°51'23"	S19°08'42"W	67.59'
C155	245.00'	84.91'	19°51'23"	S37°00'05"W	84.48'

Line Data Table

No.	Bearing	Length
L8	N15°34'52"W	200.00'
L9	N15°24'34"W	100.06'
L10	N15°34'52"W	199.94'
L11	N15°21'07"W	100.00'
L12	N15°34'52"W	200.00'
L13	N15°48'37"W	100.06'
L14	N15°41'45"W	99.94'
L152	S74°18'15"W	29.07'

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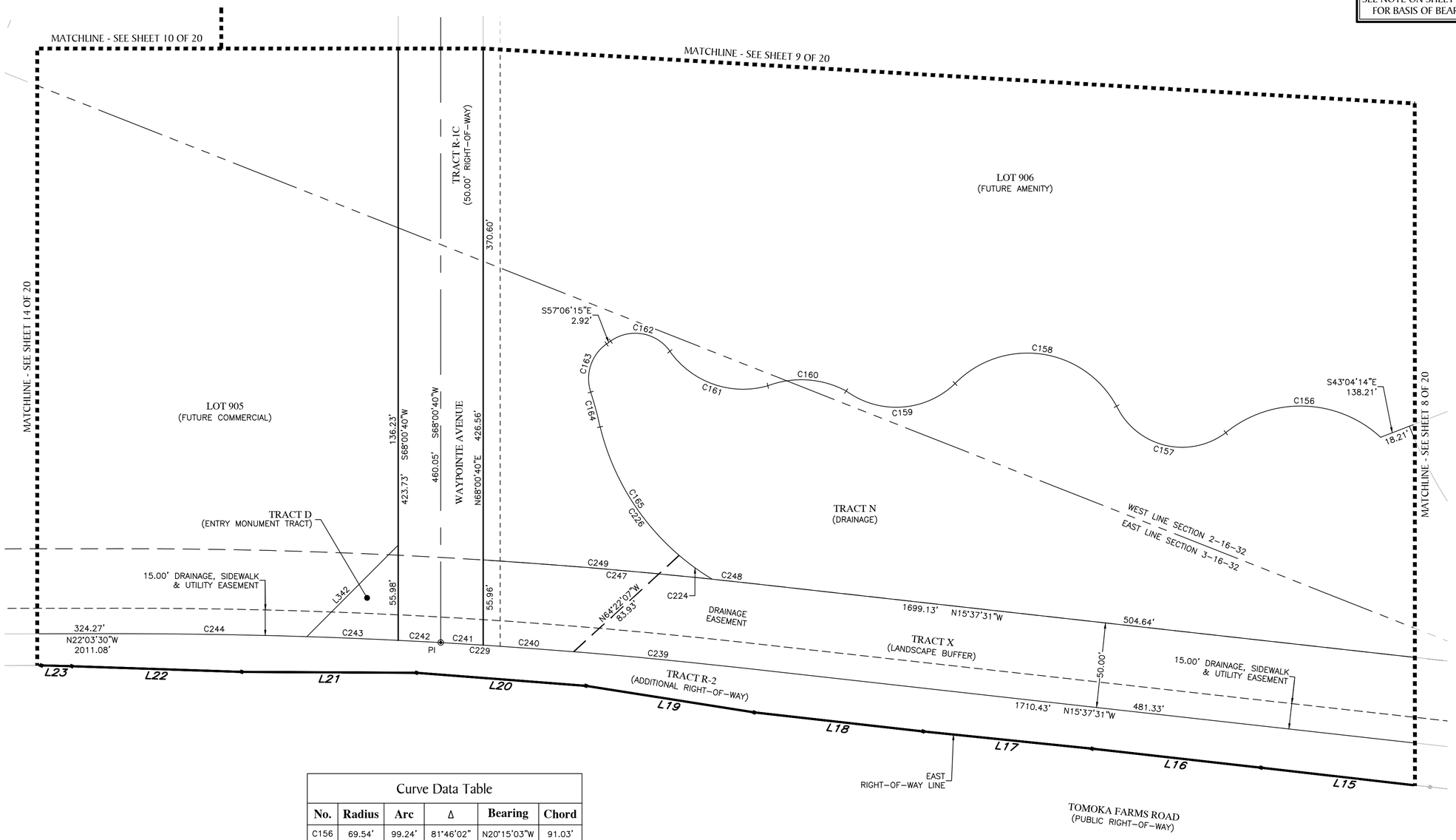

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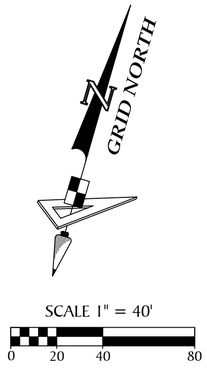
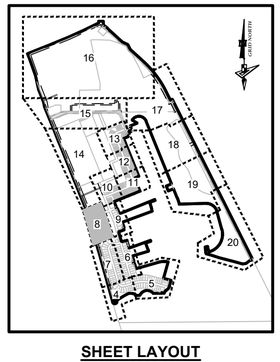
Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C156	69.54'	99.24'	81°46'02"	N20°15'03"W	91.03'
C157	42.74'	75.56'	101°17'11"	S08°23'58"E	66.10'
C158	59.65'	111.53'	107°07'25"	N14°00'00"W	95.98'
C159	49.96'	69.71'	79°57'04"	S25°55'36"E	64.19'
C160	56.12'	47.56'	48°33'19"	N18°10'04"W	46.15'
C161	52.78'	65.19'	70°46'05"	S02°38'13"E	61.12'
C162	25.00'	39.21'	89°51'05"	N12°10'43"W	35.31'
C163	25.00'	31.93'	73°10'37"	S86°18'26"W	29.80'
C164	182.88'	21.22'	6°38'57"	N53°02'37"E	21.21'
C165	144.51'	96.00'	38°03'45"	S35°14'46"W	94.24'
C224	144.51'	23.78'	9°25'49"	S13°48'00"W	23.76'
C226	144.51'	113.98'	45°11'34"	S31°40'52"W	111.05'
C229	3252.00'	365.13'	6°25'59"	N18°50'31"W	364.93'
C239	3252.00'	98.96'	1°44'37"	N16°29'50"W	98.96'
C240	3252.00'	53.37'	0°56'25"	N17°50'21"W	53.37'
C241	3252.00'	25.05'	0°26'29"	N18°31'48"W	25.05'
C242	3252.00'	25.03'	0°26'28"	N18°58'16"W	25.03'
C243	3252.00'	53.76'	0°56'50"	N19°39'55"W	53.76'
C244	3252.00'	108.95'	1°55'10"	N21°05'55"W	108.94'
C247	3302.00'	157.89'	2°44'23"	N16°59'43"W	157.88'
C248	3302.00'	22.91'	0°23'51"	N15°49'27"W	22.91'
C249	3302.00'	134.99'	2°20'32"	N17°11'38"W	134.98'

Line Data Table

No.	Bearing	Length
L15	N15°28'00"W	100.00'
L16	N15°34'52"W	100.00'
L17	N16°09'16"W	99.95'
L18	N15°34'52"W	100.00'
L19	N13°00'22"W	100.16'
L20	N17°35'13"W	100.00'
L21	N21°41'43"W	102.75'
L22	N20°04'43"W	100.06'
L23	N20°33'36"W	17.90'
L342	N67°02'03"W	76.03'





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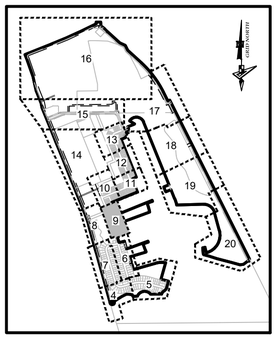

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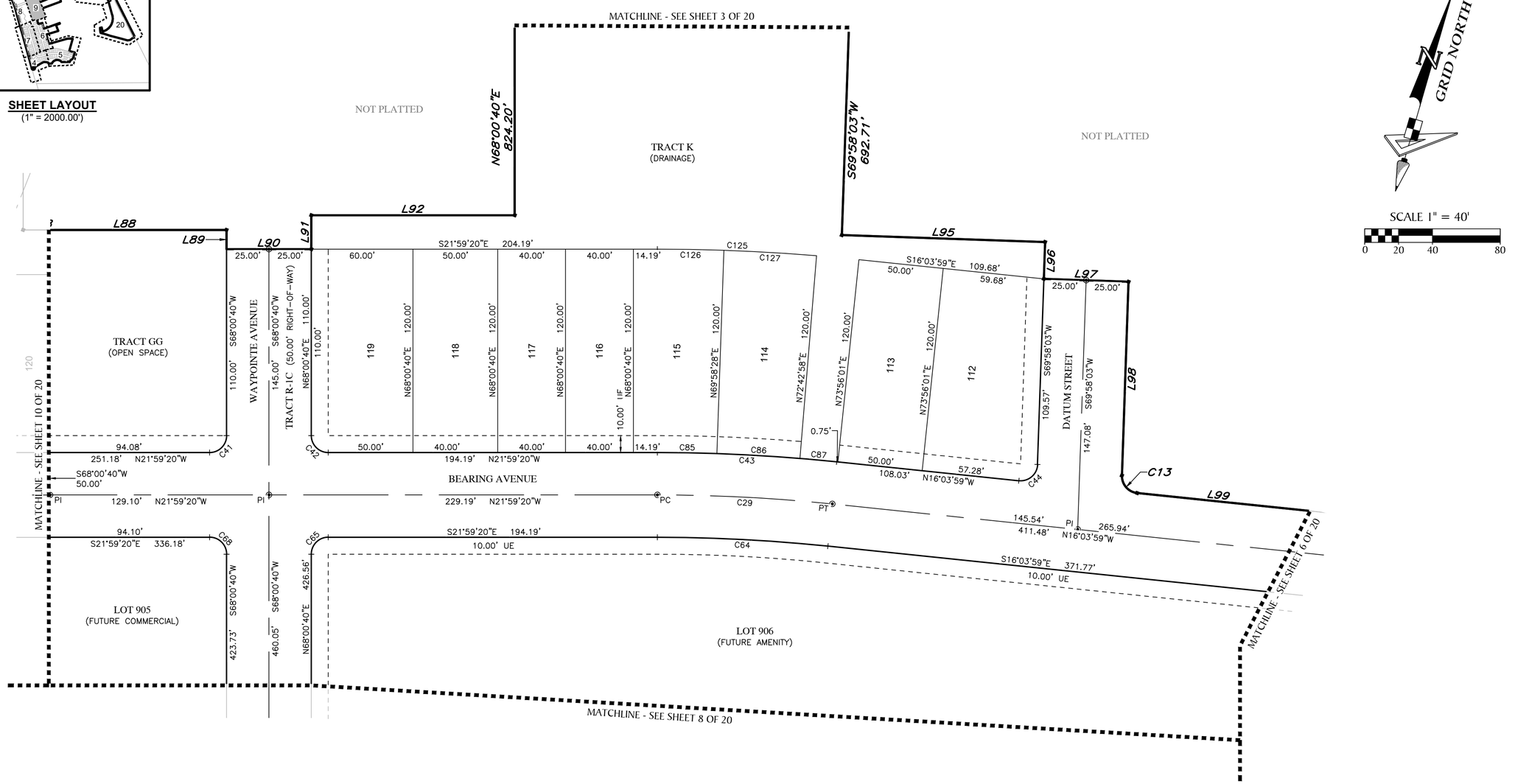

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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C13	10.00'	15.02'	86°02'02"	S26°57'02"W	13.64'
C29	1000.00'	103.37'	5°55'21"	N19°01'40"W	103.32'
C41	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C42	10.00'	15.71'	90°00'00"	S23°00'40"W	14.14'
C43	1025.00'	105.95'	5°55'21"	N19°01'40"W	105.90'
C44	10.00'	16.40'	93°57'58"	S63°02'58"E	14.62'
C64	975.00'	100.78'	5°55'21"	N19°01'40"W	100.74'
C65	10.00'	15.71'	90°00'00"	N66°59'20"W	14.14'
C68	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'
C85	1025.00'	35.13'	1°57'49"	N21°00'26"W	35.12'
C86	1025.00'	49.05'	2°44'30"	N18°39'17"W	49.04'
C87	1025.00'	21.78'	1°13'02"	N16°40'31"W	21.78'
C125	1145.00'	94.03'	4°42'19"	N19°38'11"W	94.00'
C126	1145.00'	39.24'	1°57'49"	N21°00'26"W	39.24'
C127	1145.00'	54.79'	2°44'30"	N18°39'17"W	54.78'

Line Data Table

No.	Bearing	Length
L88	S21°59'20"E	120.00'
L89	S68°00'40"W	11.33'
L90	S21°59'20"E	50.00'
L91	N68°00'40"E	20.00'
L92	S21°59'20"E	120.00'
L95	S20°01'57"E	120.00'
L96	S69°58'03"W	21.71'
L97	S20°01'57"E	50.00'
L98	S69°58'03"W	114.42'
L99	S16°03'59"E	202.38'

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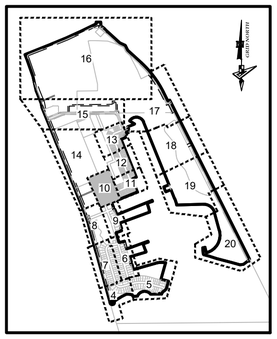
SHEET 10 OF 20

MAP BOOK PAGE NO.

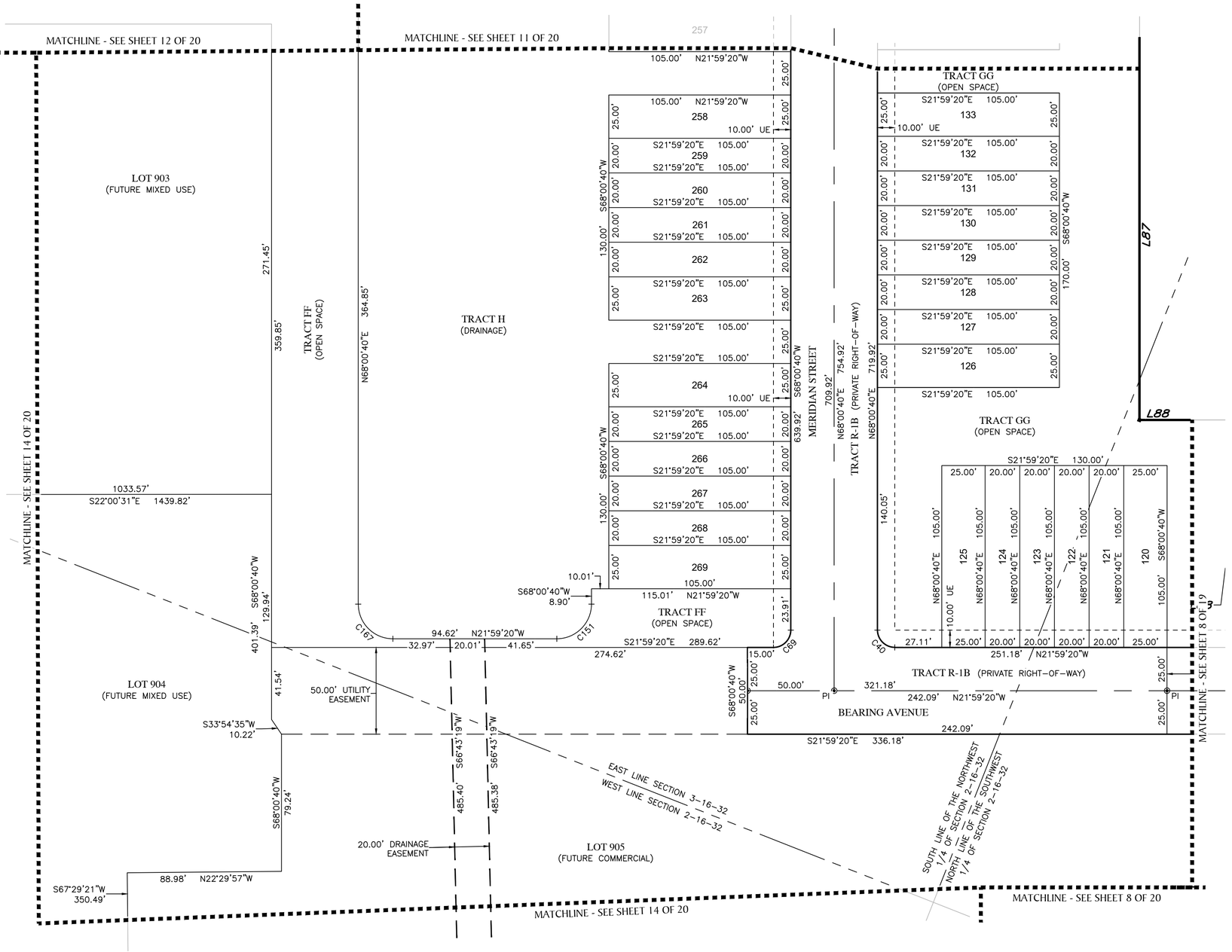
SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 40'
0 20 40 80



LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
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- PI ---- indicates point of intersection
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- PCC ---- indicates point of compound curvature
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Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C40	10.00'	15.71'	90°00'00"	S23°00'40"W	14.14'
C69	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C151	20.00'	31.42'	90°00'00"	S66°59'20"E	28.28'
C167	20.00'	31.42'	90°00'00"	S23°00'40"W	28.28'

Line Data Table		
No.	**Bearing**	**Length**
L87	S68°00'40"W	603.72'
L88	S21°59'20"E	120.00'

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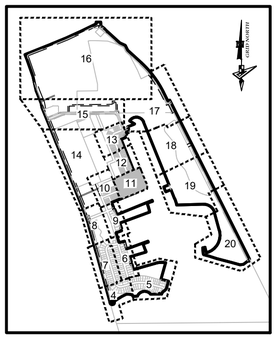
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 80'
0 40 80 160

Line Data Table		
No.	**Bearing**	**Length**
L81	S68°00'40"W	90.00'
L82	S21°59'20"E	105.00'
L83	S68°00'40"W	15.00'
L84	S21°59'20"E	50.00'
L85	N68°00'40"E	5.13'
L86	S21°59'20"E	151.18'
L87	S68°00'40"W	603.72'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C168	20.00'	31.42'	90°00'00"	N23°00'40"E	28.28'
C621	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C622	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'

LEGEND:

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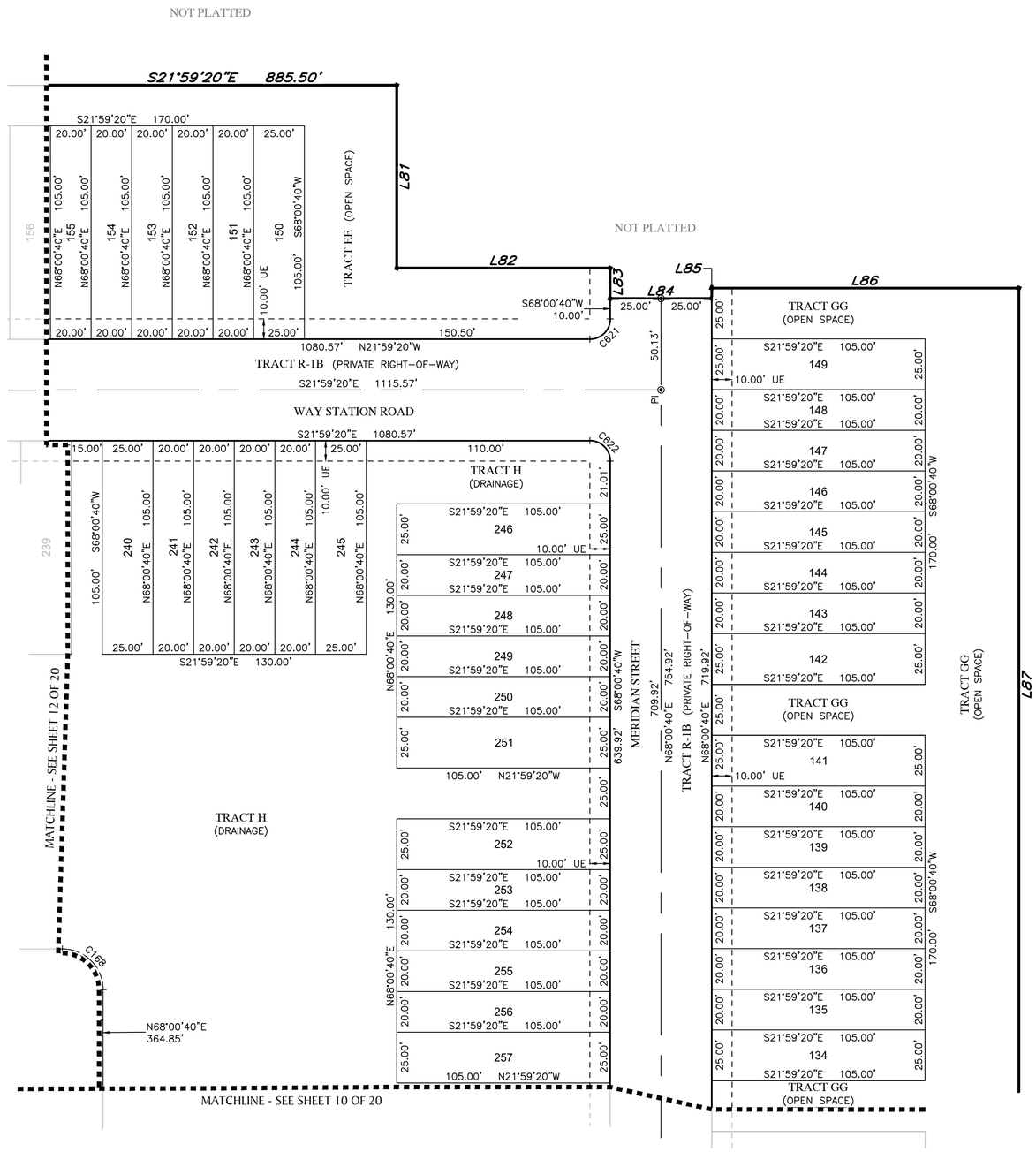

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MAP BOOK PAGE NO.

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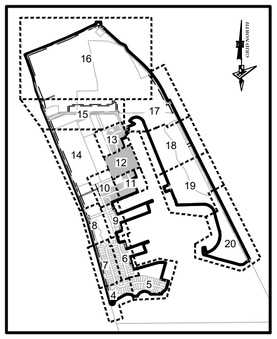


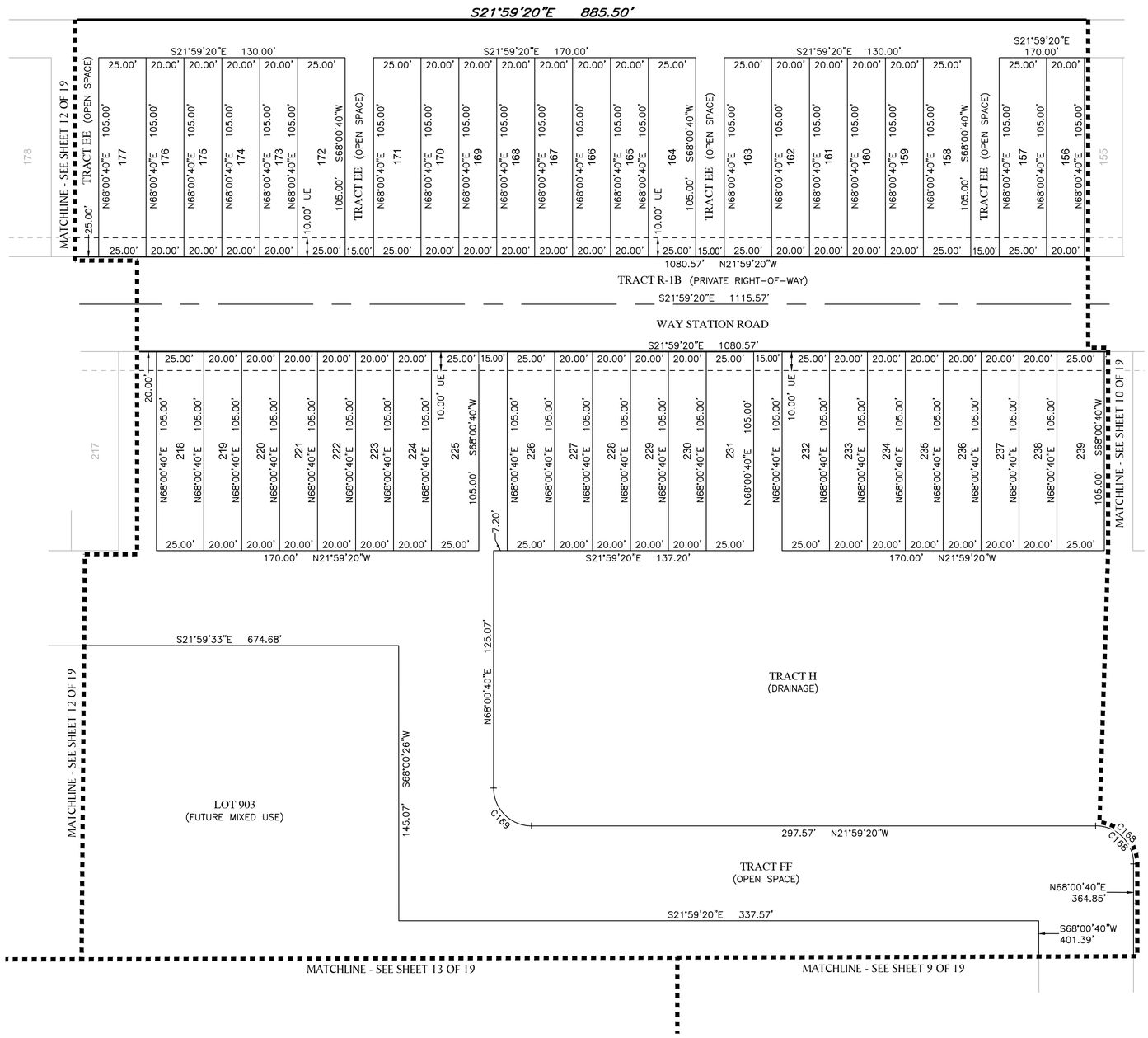
SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 40'

0 20 40 80

NOT PLATTED



Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C168	20.00'	31.42'	90°00'00"	N23°00'40"E	28.28'
C169	20.00'	31.42'	90°00'00"	S23°00'40"W	28.28'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
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MAP BOOK PAGE NO.

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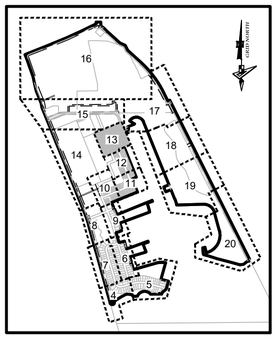

SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 40'
0 20 40 80

Line Data Table		
No.	**Bearing**	**Length**
L77	S21°59'20"E	24.91'
L78	S68°00'40"W	50.00'
L79	S21°59'20"E	57.11'
L80	S68°00'40"W	105.00'
L137	S68°00'40"W	106.48'
L313	N68°00'40"E	2.48'
L314	N68°00'40"E	2.48'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C28	75.00'	117.81'	90°00'00"	S23°00'40"W	106.07'
C38	10.00'	15.71'	90°00'00"	N66°59'20"W	14.14'
C39	50.00'	78.54'	90°00'00"	S23°00'40"W	70.71'
C70	100.00'	157.08'	90°00'00"	S23°00'40"W	141.42'
C71	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'
C83	50.00'	2.48'	2°50'34"	S66°35'22"W	2.48'
C84	50.00'	76.06'	87°09'26"	S21°35'22"W	68.93'
C114	100.00'	19.56'	11°12'21"	S16°23'10"E	19.53'
C115	100.00'	17.85'	10°13'39"	S05°40'10"E	17.83'
C116	100.00'	26.08'	14°56'28"	S06°54'54"W	26.00'
C117	100.00'	20.06'	11°29'30"	S20°07'53"W	20.02'
C118	100.00'	20.27'	11°36'56"	S31°41'06"W	20.24'
C119	100.00'	27.12'	15°32'17"	S45°15'42"W	27.04'
C120	100.00'	26.15'	14°58'49"	S60°31'15"W	26.07'
C203	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C453	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'

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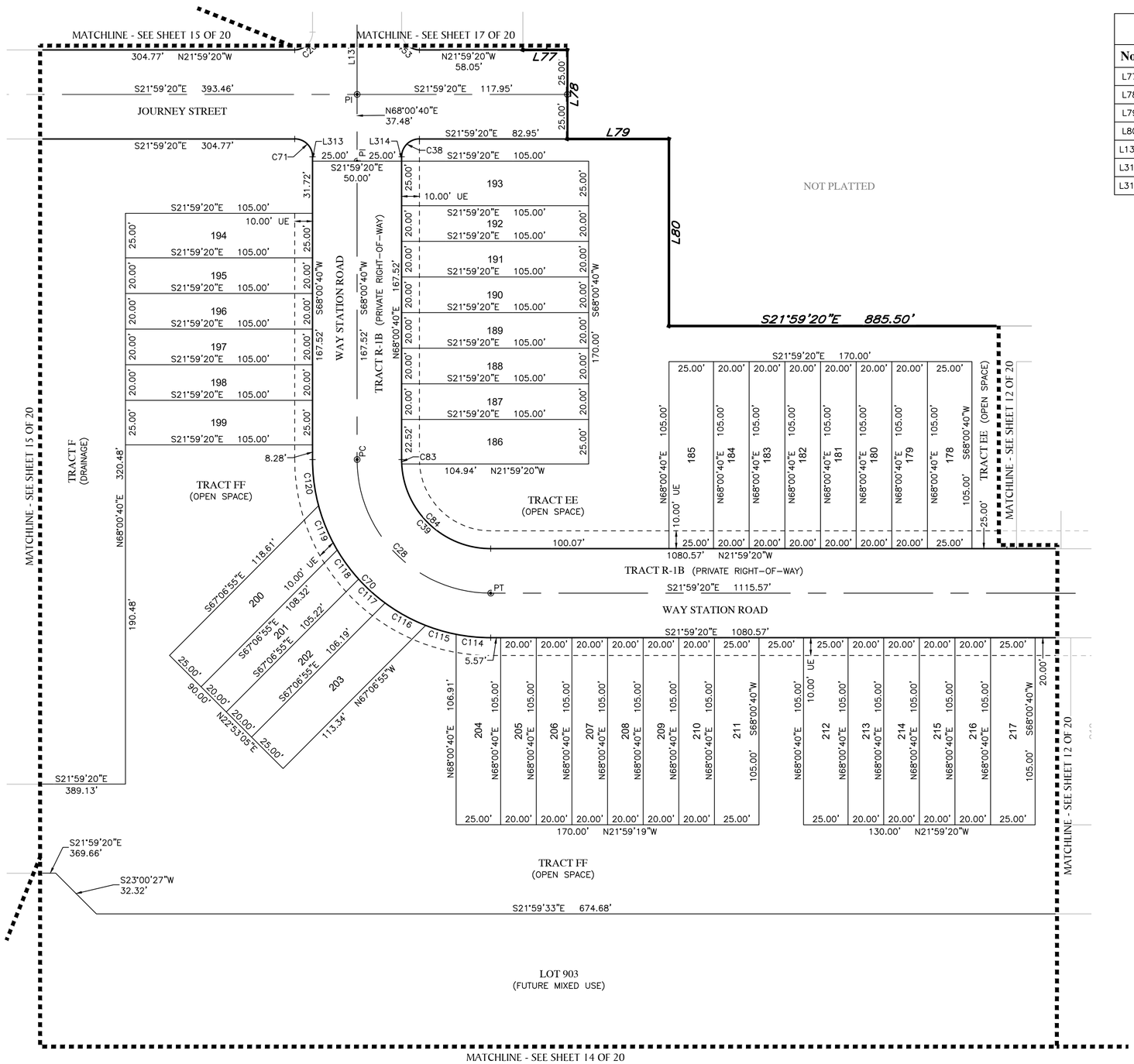

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SHEET 14 OF 20

MAP BOOK PAGE NO.

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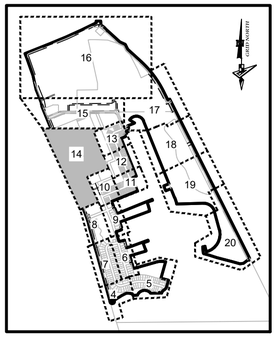
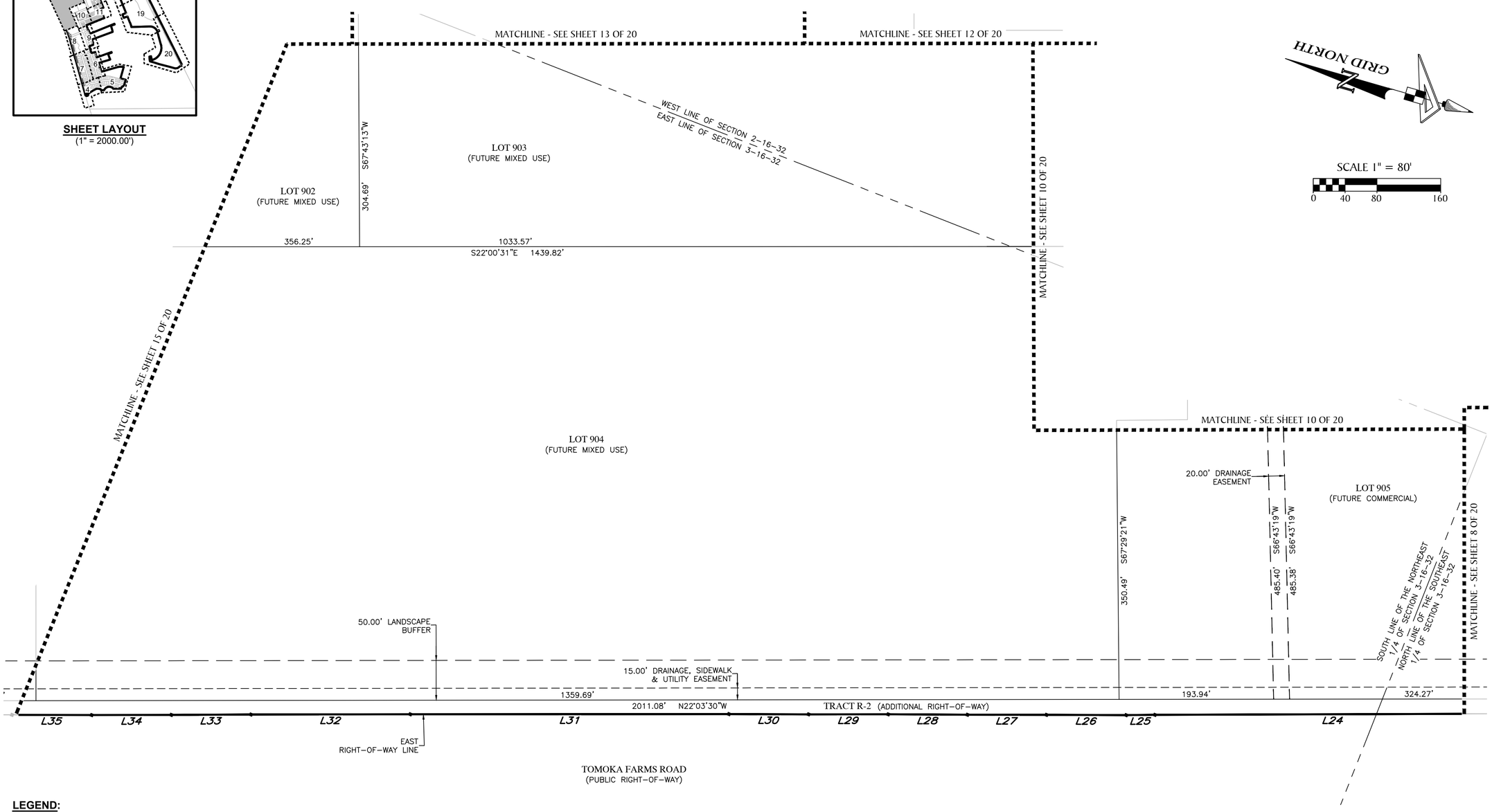


SHEET LAYOUT
(1" = 2000.00')



GRID NORTH

SCALE 1" = 80'

0 40 80 160

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Line Data Table		
No.	**Bearing**	**Length**
L24	N22°10'21"W	446.01'
L25	N22°31'38"W	36.10'
L26	N21°47'48"W	100.00'
L27	N21°53'51"W	99.29'
L28	N21°40'08"W	99.41'
L29	N22°01'33"W	100.00'

Line Data Table		
No.	**Bearing**	**Length**
L30	N21°47'48"W	100.00'
L31	N22°01'33"W	400.00'
L32	N22°04'59"W	199.94'
L33	N22°15'18"W	100.06'
L34	N22°04'59"W	100.00'
L35	N21°51'14"W	99.94'

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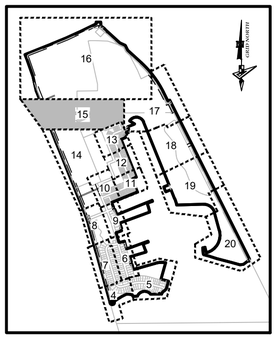
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 15 OF 20

MAP BOOK	PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS

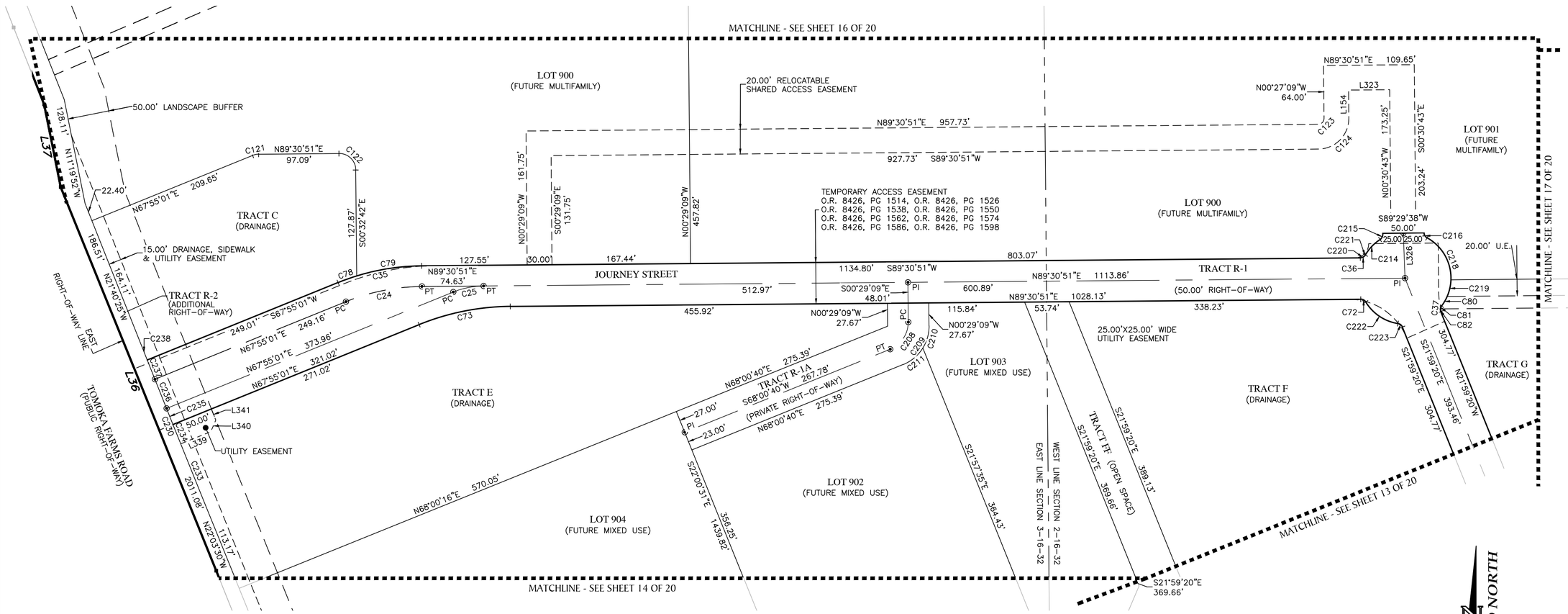


SHEET LAYOUT
(1" = 2000.00')

Line Data Table		
No.	**Bearing**	**Length**
L36	N22°04'59"W	500.00'
L37	N11°19'52"W	101.84'
L38	N21°37'29"W	100.00'
L154	S00°27'09"E	34.02'

Line Data Table		
No.	**Bearing**	**Length**
L323	S89°30'51"W	49.68'
L326	N01°59'24"W	54.52'
L339	N67°57'44"E	39.26'
L340	N22°57'44"E	15.22'
L341	N21°52'49"W	14.35'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C236	29948.00'	38.00'	0°04'22"	S21°47'25"E	38.00'
C237	29948.00'	25.00'	0°02'52"	S21°43'48"E	25.00'
C238	29948.00'	16.90'	0°01'56"	S21°41'24"E	16.90'



LEGEND:

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Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C24	250.00'	94.24'	21°35'50"	S78°42'56"W	93.68'
C25	100.00'	37.69'	21°35'50"	S78°42'56"W	37.47'
C35	275.00'	103.66'	21°35'50"	S78°42'56"W	103.05'
C36	7.00'	7.23'	59°12'10"	N59°54'46"E	6.92'
C37	7.00'	7.23'	59°12'10"	S07°36'45"W	6.92'
C72	7.00'	7.23'	59°12'10"	N60°53'04"W	6.92'
C73	300.00'	113.08'	21°35'50"	S78°42'56"W	112.41'
C78	275.00'	23.88'	4°58'29"	S70°24'15"W	23.87'
C79	275.00'	79.78'	16°37'22"	S81°12'11"W	79.50'
C80	55.50'	13.35'	13°46'59"	N30°19'20"E	13.32'
C81	7.00'	3.88'	31°47'43"	S21°18'58"W	3.83'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C82	7.00'	3.35'	27°24'27"	S08°17'07"E	3.32'
C121	20.00'	7.54'	21°35'50"	S78°42'56"W	7.49'
C122	20.00'	31.42'	90°00'00"	N45°29'09"W	28.28'
C123	7.00'	10.99'	89°58'01"	N44°31'51"E	9.90'
C124	37.00'	58.10'	89°58'01"	N44°31'51"E	52.31'
C208	35.00'	41.84'	68°29'47"	N33°45'45"E	39.39'
C209	50.00'	59.77'	68°29'48"	N33°45'45"E	56.28'
C210	50.00'	28.06'	32°09'28"	N15°35'35"E	27.70'
C211	50.00'	31.71'	36°20'20"	N49°50'29"E	31.18'
C214	55.50'	26.02'	26°51'59"	S43°44'41"W	25.79'
C215	7.94'	8.70'	62°42'56"	N22°41'53"E	8.27'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C216	7.00'	7.42'	60°41'53"	S30°51'19"E	7.07'
C218	55.50'	61.32'	63°18'01"	N29°33'15"W	58.25'
C219	55.50'	20.67'	21°20'05"	N12°45'48"E	20.55'
C220	7.00'	6.00'	49°06'37"	N64°57'33"E	5.82'
C221	7.00'	1.23'	10°05'33"	N35°21'28"E	1.23'
C222	55.50'	48.34'	49°54'32"	S56°14'15"E	46.83'
C223	7.00'	7.23'	59°12'10"	N51°35'26"W	6.92'
C230	29948.00'	201.02'	0°23'04"	N21°51'58"W	201.01'
C233	29948.00'	75.05'	0°08'37"	S21°59'12"E	75.05'
C234	29948.00'	25.07'	0°02'53"	S21°53'27"E	25.07'
C235	29948.00'	21.00'	0°02'25"	S21°50'48"E	21.00'

GRID NORTH

SCALE 1" = 200'
0 100 200 400

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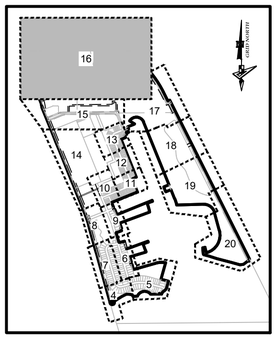
MAP BOOK PAGE NO.

SHEET 16 OF 20

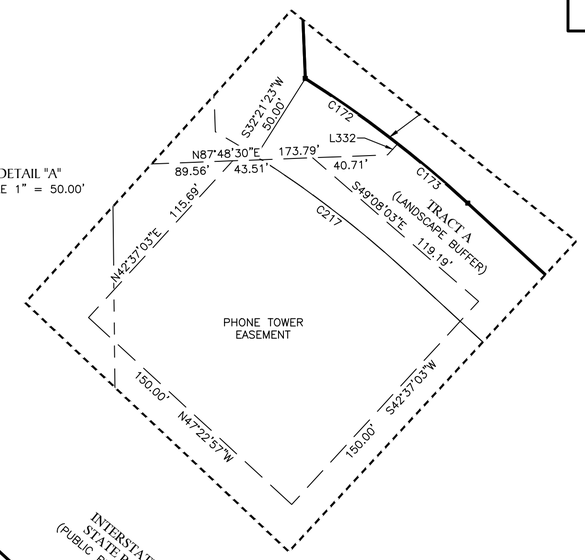


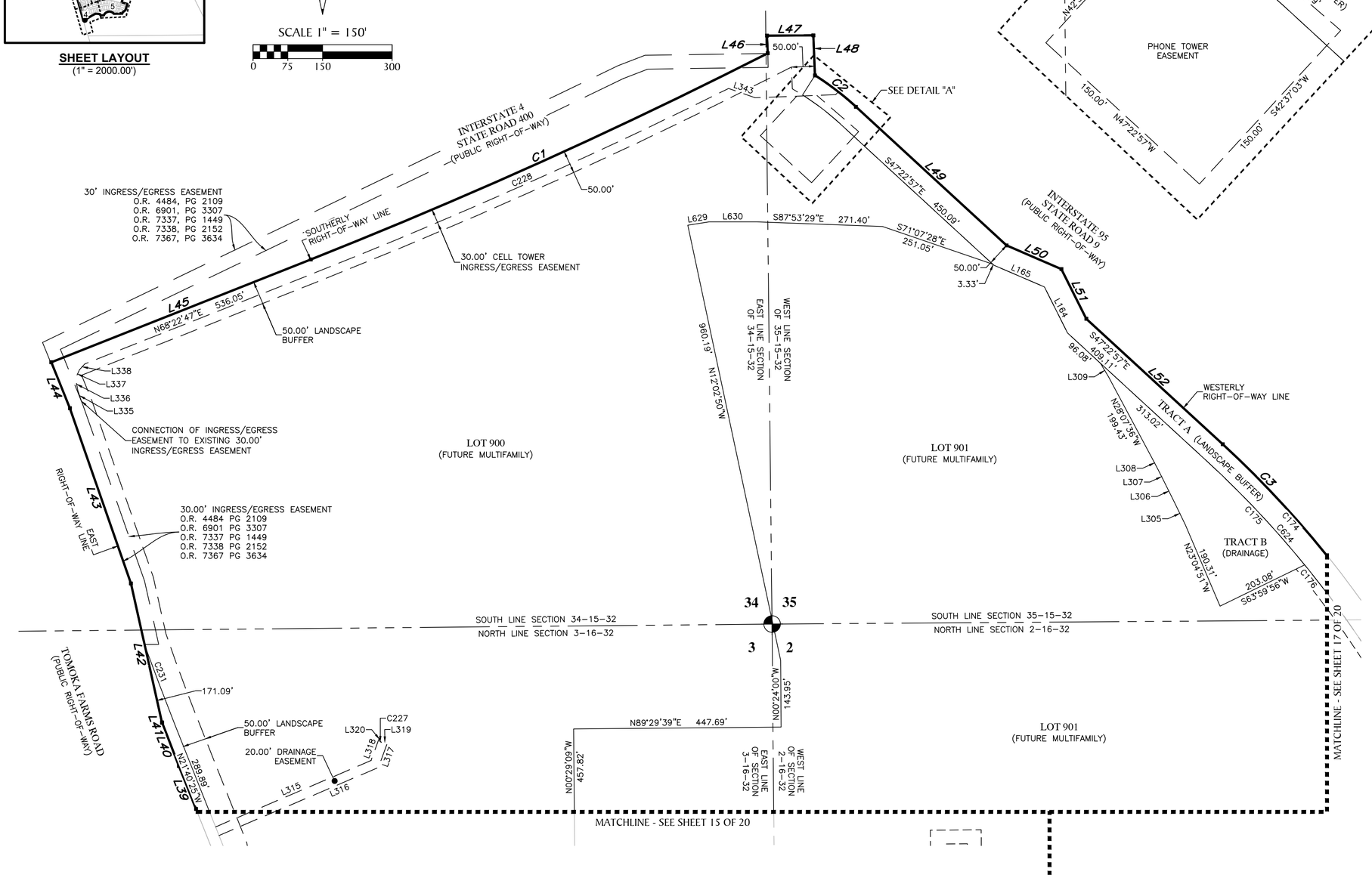
SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 150'
0 75 150 300

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS





Line Data Table		
No.	**Bearing**	**Length**
L39	N21°40'56"W	100.00'
L40	N21°13'24"W	99.95'
L41	N22°04'59"W	0.84'
L42	N12°35'16"W	306.96'
L43	N19°11'16"W	400.50'
L44	N22°03'01"W	107.00'
L45	N68°22'47"E	601.96'
L46	N02°20'45"W	38.00'
L47	N89°39'15"E	100.00'
L48	S02°20'45"E	86.63'
L49	S47°22'57"E	441.60'
L50	S66°39'23"E	128.72'
L51	S26°38'47"E	120.00'
L52	S47°22'57"E	399.96'
L164	S26°38'47"E	110.94'
L165	S66°39'23"E	119.01'
L305	N25°58'56"W	53.95'
L306	N26°20'28"W	53.95'
L307	N26°53'01"W	26.68'
L308	N27°36'35"W	26.68'
L309	N31°08'11"W	33.97'
L315	N66°53'09"E	364.65'
L316	S66°53'09"W	373.75'
L317	S20°21'06"W	58.41'
L318	N20°21'06"E	51.59'
L319	N89°36'00"E	12.62'
L320	S06°52'18"E	4.34'
L332	S42°03'40"W	8.20'
L335	N18°19'50"W	24.65'
L336	N10°18'02"W	26.43'
L337	N24°54'46"E	20.22'
L338	N42°39'36"E	16.84'
L343	S70°47'27"E	60.92'
L629	N81°07'44"E	46.55'
L630	N89°58'18"E	102.91'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
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- PCC ---- indicates point of compound curvature
- O.R. ---- indicates official records book number
- CCR ---- indicates certified corner records
- UE ---- indicates utility easement
- AE ---- indicates utility easement
- FDOT ---- indicates Florida Department of Transportation

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C1	11576.76'	1081.82'	5°21'15"	N65°42'10"E	1081.43'
C2	621.97'	111.39'	10°15'40"	S52°30'47"E	111.24'
C3	2198.00'	795.49'	20°44'10"	S37°00'52"E	791.15'
C172	621.97'	61.46'	5°39'41"	N54°48'46"W	61.43'
C173	621.97'	49.93'	4°35'59"	N49°40'56"W	49.92'
C174	2198.00'	501.73'	13°04'44"	N40°50'35"W	500.65'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C175	2148.00'	307.08'	8°11'28"	N43°17'13"W	306.82'
C176	2148.00'	470.31'	12°32'42"	N32°55'08"W	469.37'
C217	571.97'	102.43'	10°15'40"	N52°30'47"W	102.30'
C227	5.00'	7.29'	83°31'42"	S48°38'09"E	6.66'
C228	11606.76'	974.83'	4°48'44"	N65°58'26"E	974.54'
C231	9801.57'	183.31'	1°04'18"	N20°42'36"W	183.31'
C624	2148.00'	777.39'	20°44'10"	N37°00'52"W	773.15'

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WAYPOINTE PHASE 1

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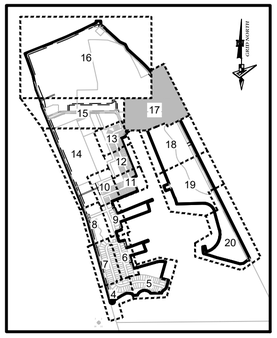
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

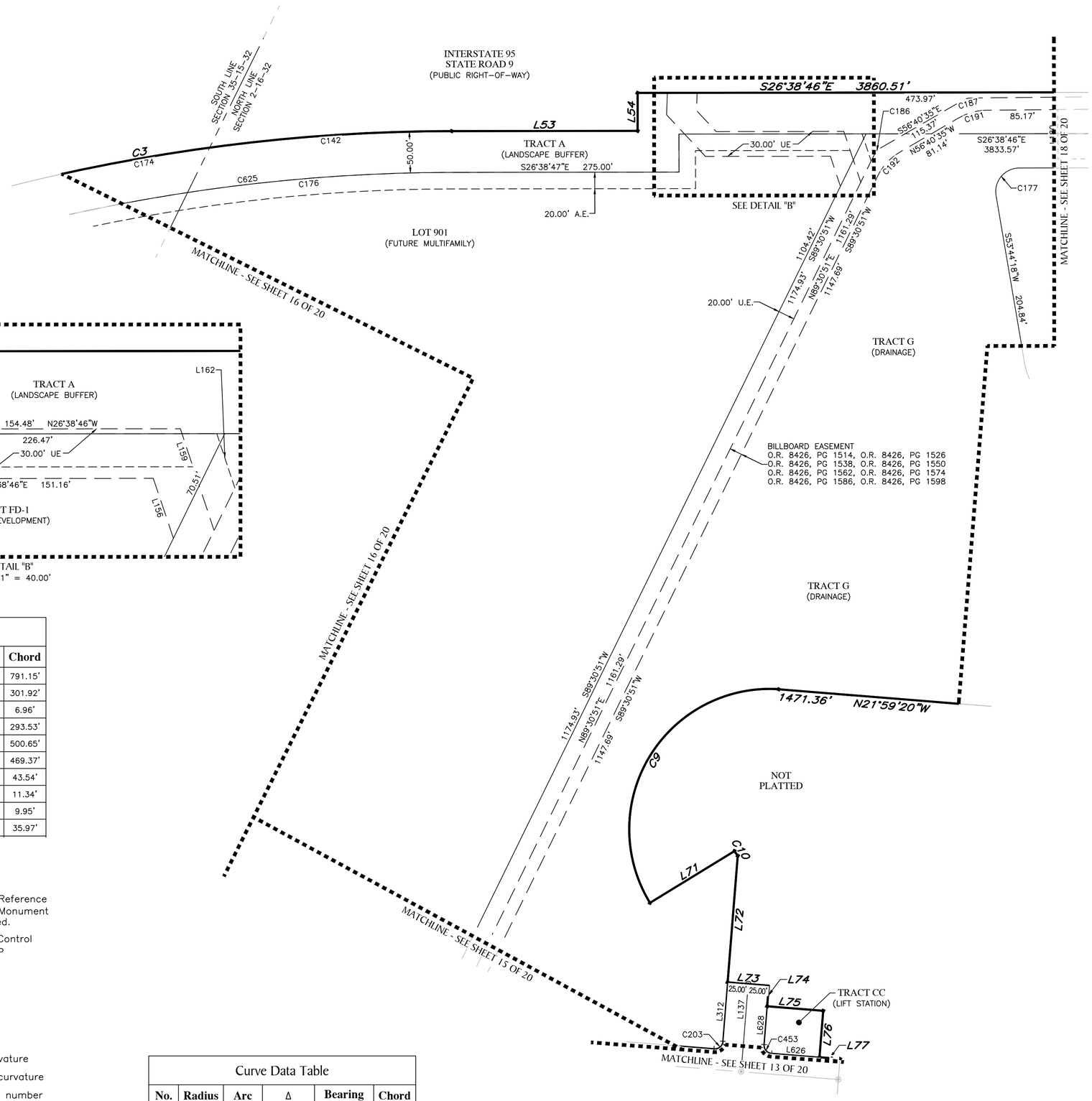
SHEET 17 OF 20

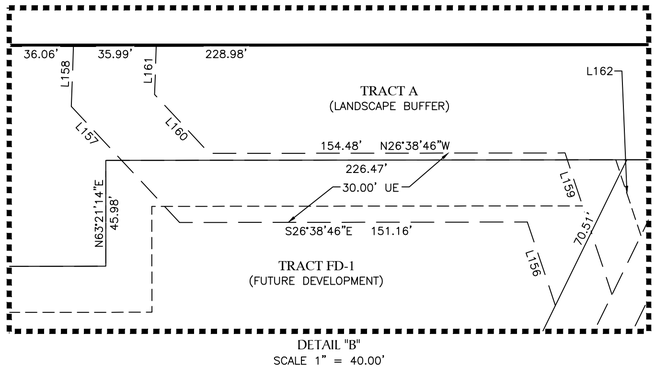
MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS

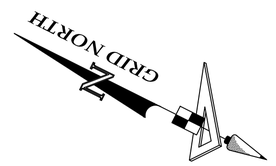


SHEET LAYOUT
(1" = 2000.00')





DETAIL "B"
SCALE 1" = 40.00'



SCALE 1" = 80'

0 40 80 160

Line Data Table		
No.	**Bearing**	**Length**
L53	S26°38'47"E	225.00'
L54	N63°21'14"E	45.98'
L71	S58°06'06"E	120.00'
L72	S68°00'40"W	153.83'
L73	S21°59'20"E	50.00'
L74	S68°00'40"W	25.00'
L75	S21°59'20"E	68.05'
L76	S68°00'40"W	56.48'
L77	S21°59'20"E	24.91'
L137	S68°00'40"W	106.48'
L156	N44°49'40"E	38.27'
L157	N20°24'04"E	68.95'
L158	N65°29'00"E	26.55'
L159	N45°02'38"E	64.86'
L160	N20°24'04"E	34.98'
L161	N65°24'04"E	21.41'
L162	S45°02'38"W	34.71'
L163	S26°38'46"E	3833.57'
L312	S68°00'40"W	71.48'
L626	N21°59'20"W	58.05'
L628	N68°00'40"E	46.48'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C3	2198.00'	795.49'	20°44'10"	S37°00'52"E	791.15'
C9	170.00'	371.61'	125°14'41"	N85°28'46"W	301.92'
C10	50.00'	6.97'	7°58'57"	S27°54'25"W	6.96'
C142	2198.00'	293.75'	7°39'26"	N30°28'30"W	293.53'
C174	2198.00'	501.73'	13°04'44"	N40°50'35"W	500.65'
C176	2148.00'	470.31'	12°32'42"	N32°55'08"W	469.37'
C177	28.50'	49.55'	99°36'56"	N76°27'14"W	43.54'
C186	19.50'	11.51'	33°48'34"	S73°34'52"E	11.34'
C187	19.50'	10.06'	29°33'46"	S41°53'42"E	9.95'
C191	70.50'	36.38'	29°33'46"	N41°53'42"W	35.97'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C192	70.50'	41.60'	33°48'34"	N73°34'52"W	41.00'
C203	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C453	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'
C625	2148.00'	777.39'	20°44'10"	N37°00'52"W	773.15'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
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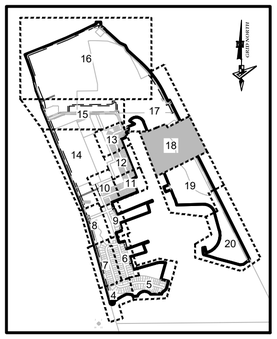
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 18 OF 20

MAP BOOK PAGE NO.

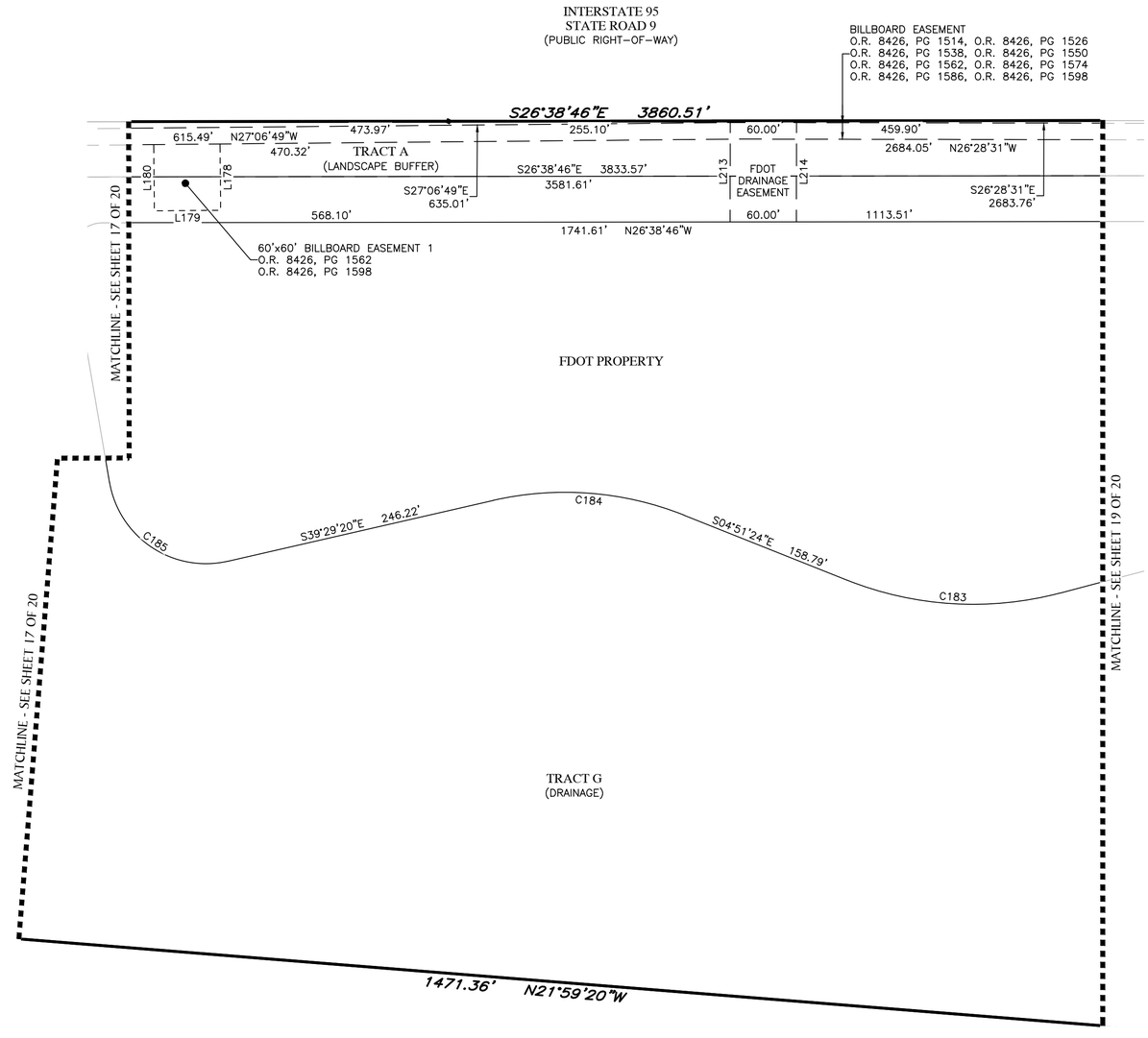
SEE NOTE ON SHEET 3 OF 20
FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 80'
0 40 80 160



Line Data Table		
No.	**Bearing**	**Length**
L178	S62°53'11"W	60.00'
L179	N27°06'49"W	60.00'
L180	N62°53'11"E	60.00'
L213	N63°31'29"E	91.50'
L214	N63°31'29"E	91.50'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C183	308.50'	196.52'	36°29'53"	S23°06'20"E	193.21'
C184	291.50'	176.20'	34°37'56"	N22°10'22"W	173.53'
C185	88.50'	144.00'	93°13'38"	S07°07'29"W	128.63'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
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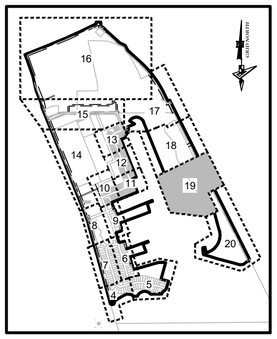
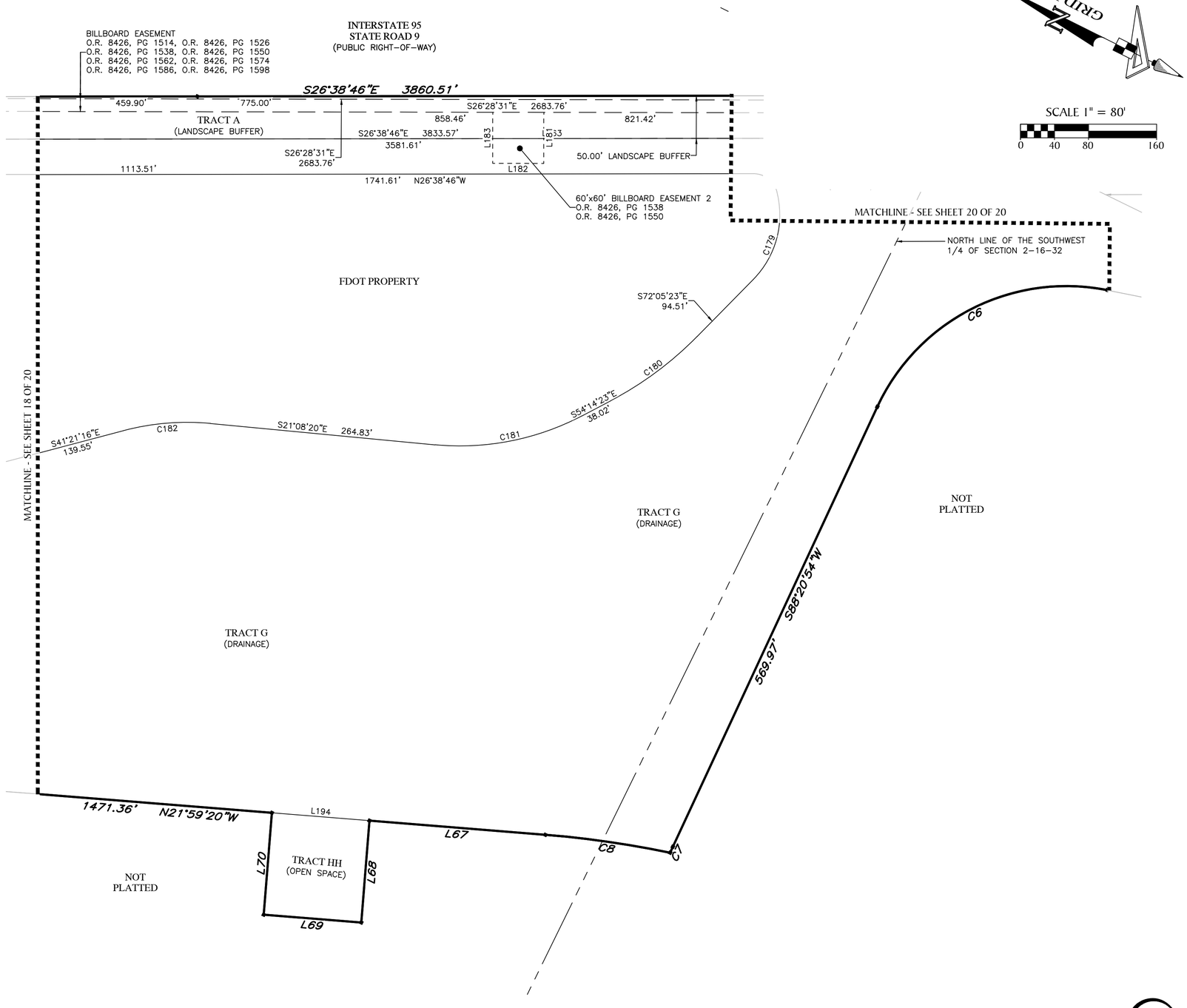
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK	PAGE NO.

SEE NOTE ON SHEET 3 OF 20
FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')



Line Data Table		
No.	**Bearing**	**Length**
L67	N21°59'20"W	207.34'
L68	S68°00'40"W	120.00'
L69	N21°59'20"W	115.00'
L70	N68°00'40"E	120.00'
L163	S26°38'46"E	3833.57'
L181	S63°31'29"W	60.00'
L182	N26°28'31"W	60.00'
L183	N63°31'29"E	60.00'
L194	S21°59'20"E	115.00'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C6	245.00'	326.58'	76°22'30"	N53°27'51"W	302.94'
C7	1145.00'	7.77'	0°23'20"	S88°09'14"W	7.77'
C8	1180.00'	148.26'	7°11'57"	N18°23'22"W	148.17'
C179	108.50'	111.11'	58°40'27"	N78°34'24"E	106.32'
C180	408.50'	127.26'	17°51'00"	S63°09'53"E	126.75'
C181	308.50'	178.23'	33°06'03"	S37°41'22"E	175.76'
C182	291.50'	102.85'	20°12'56"	N31°14'48"W	102.32'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
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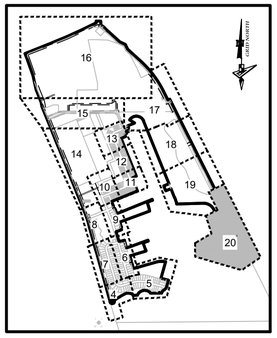
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 20 OF 20

MAP BOOK	PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

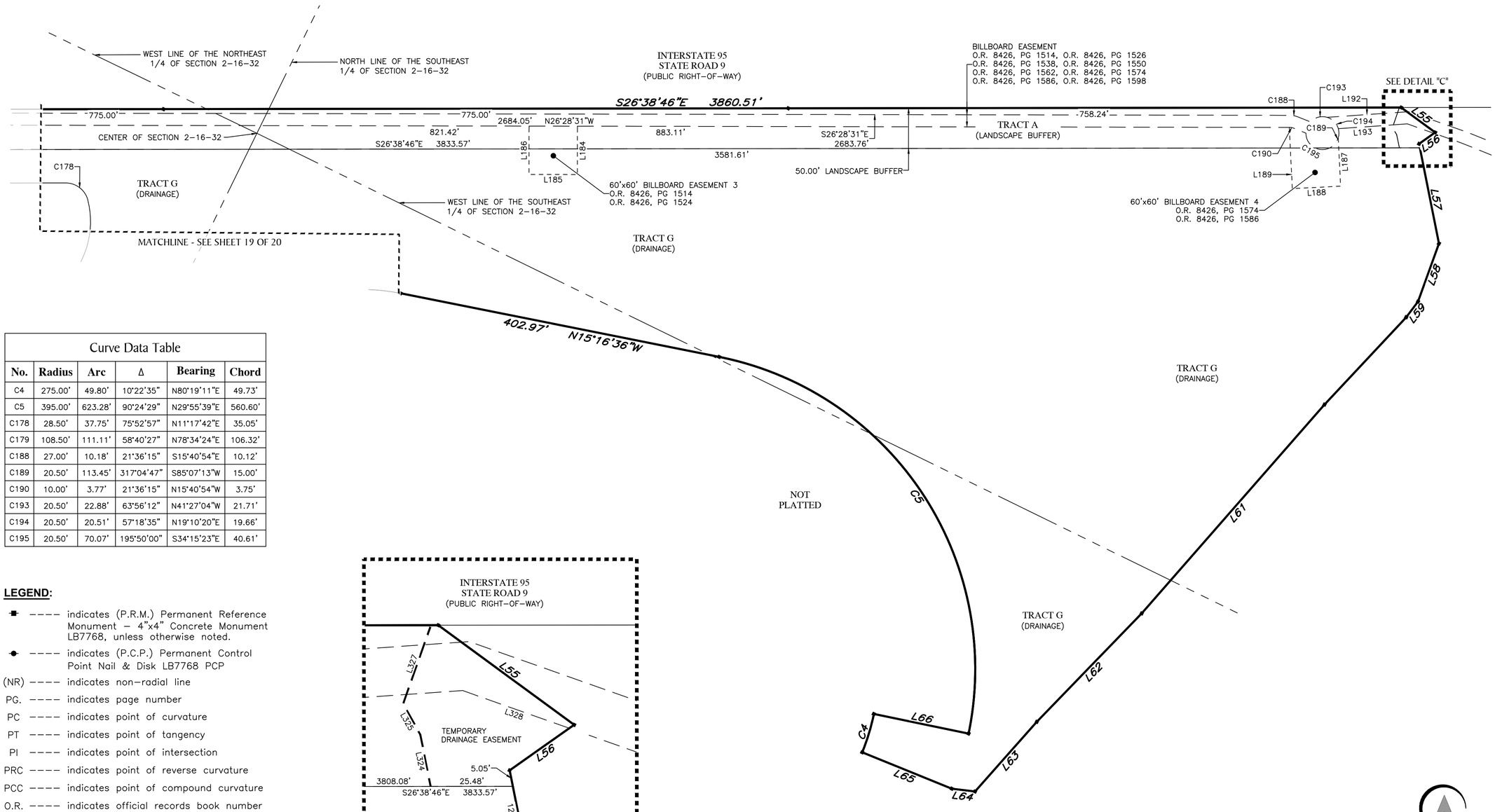
Line Data Table		
No.	**Bearing**	**Length**
L55	S09°41'53"W	52.24'
L56	N61°48'15"W	24.47'
L57	S52°10'25"W	126.06'
L58	S83°14'33"W	76.67'
L59	N79°34'19"W	24.20'
L61	N75°23'11"W	344.36'
L62	N72°32'25"W	187.15'

Line Data Table		
No.	**Bearing**	**Length**
L63	N75°00'17"W	115.59'
L64	N19°41'58"W	28.99'
L65	N04°29'32"W	120.00'
L66	S14°52'07"E	120.00'
L184	S63°31'29"W	60.00'
L185	N26°28'31"W	60.00'
L186	N63°31'29"E	60.00'

Line Data Table		
No.	**Bearing**	**Length**
L187	S60°34'46"W	60.00'
L188	N29°25'14"W	60.00'
L189	N60°34'46"E	76.01'
L192	S30°33'06"E	98.77'
L193	N30°33'06"W	85.86'
L324	N52°10'25"E	16.35'
L325	N34°27'10"E	10.99'
L327	N82°54'30"E	25.22'
L328	N07°05'30"W	35.06'

GRID NORTH

SCALE 1" = 80'
0 40 80 160



Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C4	275.00'	49.80'	10°22'35"	N80°19'11"E	49.73'
C5	395.00'	623.28'	90°24'29"	N29°55'39"E	560.60'
C178	28.50'	37.75'	75°52'57"	N11°17'42"E	35.05'
C179	108.50'	111.11'	58°40'27"	N78°34'24"E	106.32'
C188	27.00'	10.18'	21°36'15"	S15°40'54"E	10.12'
C189	20.50'	113.45'	317°04'47"	S85°07'13"W	15.00'
C190	10.00'	3.77'	21°36'15"	N15°40'54"W	3.75'
C193	20.50'	22.88'	63°56'12"	N41°27'04"W	21.71'
C194	20.50'	20.51'	57°18'35"	N19°10'20"E	19.66'
C195	20.50'	70.07'	195°50'00"	S34°15'23"E	40.61'

LEGEND:

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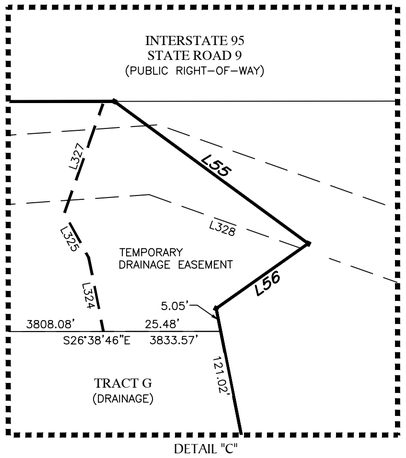

DETAIL "C"
SCALE 1" = 40.00'

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BUT LESS AND EXCEPT ALL LANDS OUTSIDE THE BOUNDARIES OF THE FOLLOWING DESCRIBED LANDS:

Description Sketch
(Not A Survey)

DESCRIPTION:
(WAYPOINTE - OVERALL CONTRACTION PARCEL)

A parcel of land lying in Section 35, Township 15 South, Range 32 East and Sections 2 and 3, Township 16 South, Range 32 East, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 2; thence along the West line of the Northwest 1/4 of said Section 2, S.00°29'51"E., a distance of 222.41 feet to the POINT OF BEGINNING; thence N.89°29'39"E., a distance of 1003.43 feet; thence Northeasterly, 45.74 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 104°50'01" (chord bearing N.37°04'38"E., 39.62 feet); thence N.15°20'23"W., a distance of 212.79 feet; thence N.23°04'51"W., a distance of 207.20 feet; thence N.25°58'56"W., a distance of 53.95 feet; thence N.26°20'28"W., a distance of 53.95 feet; thence N.26°53'01"W., a distance of 26.68 feet; thence N.27°36'35"W., a distance of 26.68 feet; thence N.28°07'36"W., a distance of 199.43 feet; thence N.31°08'11"W., a distance of 33.97 feet; thence S.47°22'57"E., a distance of 313.02 feet; thence Southeasterly, 490.92 feet along the arc of a tangent curve to the right having a radius of 2147.99 feet and a central angle of 13°05'41" (chord bearing S.40°50'07"E., 489.85 feet); thence Southeasterly, 286.48 feet along the arc of a compound curve to the right having a radius of 2147.96 feet and a central angle of 07°38'30" (chord bearing S.30°28'01"E., 286.27 feet); thence S.26°38'47"E., a distance of 275.00 feet; thence N.63°21'14"E., a distance of 45.98 feet; thence S.26°38'46"E., a distance of 226.47 feet; thence S.89°30'51"W., a distance of 35.06 feet; thence S.26°00'48"E., a distance of 165.60 feet; thence S.53°44'18"W., a distance of 246.89 feet; thence Southerly, 144.00 feet along the arc of a tangent curve to the left having a radius of 88.50 feet and a central angle of 93°13'38" (chord bearing S.07°07'29"W., 128.63 feet); thence S.39°29'20"E., a distance of 246.22 feet; thence Southeasterly, 176.20 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 34°37'56" (chord bearing S.22°10'22"E., 173.53 feet); thence S.04°51'24"E., a distance of 158.79 feet; thence Southeasterly, 196.52 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 36°29'53" (chord bearing S.23°06'20"E., 193.21 feet); thence S.41°21'16"E., a distance of 139.55 feet; thence Southeasterly, 102.85 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 20°12'56" (chord bearing S.31°14'48"E., 102.32 feet); thence S.21°08'20"E., a distance of 264.83 feet; thence Southeasterly, 178.23 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 33°06'03" (chord bearing S.37°41'22"E., 175.76 feet); thence S.54°14'23"E., a distance of 38.02 feet;

CONTINUED ON SHEET 2..

NOTES:
1) The bearings shown hereon are based on the West line of the Northwest 1/4 of Section 02, Township 16 South, Range 32 East, having a Grid bearing of S.00°29'51"E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEETS 1 - 2 FOR DESCRIPTION
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SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

DAVID W. MAXWELL License Number LS7311 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by David W. Maxwell
Date: 2024.10.08 11:18:41 -04'00'

David W. Maxwell **LS7311**

JOB #: WAYPOINTE - OVERALL CONTRACTION PARCEL
DRAWN: TJS DATE: 10/10/2024 CHECKED: DWM
Prepared For: Kolter Group Acquisitions, LLC.

Revisions

DATE	DESCRIPTION	DRAWN
10/07/24	BOUNDRAY AND LEGAL UPDATE	TJS
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CONTINUED FROM SHEET 1..

thence Southeasterly, 127.26 feet along the arc of a tangent curve to the left having a radius of 408.50 feet and a central angle of 17°51'00" (chord bearing S.63°09'53"E., 126.75 feet); thence S.72°05'23"E., a distance of 94.51 feet; thence Easterly, 111.11 feet along the arc of a tangent curve to the left having a radius of 108.50 feet and a central angle of 58°40'27" (chord bearing N.78°34'24"E., 106.32 feet); thence N.63°21'14"E., a distance of 31.05 feet; thence S.26°38'46"E., a distance of 1483.07 feet; thence S.01°30'52"E., a distance of 29.64 feet; thence S.24°36'51"E., a distance of 152.68 feet; thence N.48°46'28"E., a distance of 54.66 feet; thence S.60°05'25"E., a distance of 26.77 feet; thence S.07°05'30"E., a distance of 36.05 feet; thence S.04°42'42"E., a distance of 76.45 feet; thence S.24°20'43"E., a distance of 153.33 feet; thence S.15°54'39"E., a distance of 270.42 feet; thence S.30°50'26"E., a distance of 315.02 feet; thence S.29°02'35"E., a distance of 231.48 feet; thence S.18°25'26"E., a distance of 160.91 feet; thence S.10°20'00"E., a distance of 75.86 feet; thence Southeasterly, 62.16 feet along the arc of a tangent curve to the left having a radius of 57.50 feet and a central angle of 61°56'19" (chord bearing S.41°18'10"E., 59.18 feet); thence S.72°16'19"E., a distance of 40.65 feet; thence S.22°50'56"E., a distance of 57.60 feet to a point on the South line of said Section 2; thence alongthe South line of the Southeast 1/4 of said Section, S.89°33'04"W., a distance of 1216.94 feet to the South 1/4 Corner of said Section 2; thence along the South line of the Southwest 1/4 of said Section 2, S.89°31'13"W., a distance of 2222.20 feet; thence N.24°56'43"W., a distance of 71.94 feet; thence N.15°58'57"W., a distance of 97.88 feet; thence N.15°28'00"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.98 feet; thence N.15°45'11"W., a distance of 100.01 feet; thence N.15°41'45"W., a distance of 100.08 feet; thence N.15°45'11"W., a distance of 99.90 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.90 feet; thence N.15°24'34"W., a distance of 100.06 feet; thence N.15°34'52"W., a distance of 100.04 feet; thence N.15°34'52"W., a distance of 99.89 feet; thence N.15°21'07"W., a distance of 100.00 feet; thence N.15°34'52"W., a distance of 100.11 feet; thence N.15°34'52"W., a distance of 99.99 feet; thence N.15°48'37"W., a distance of 100.09 feet; thence N.15°41'45"W., a distance of 99.87 feet; thence N.15°28'00"W., a distance of 99.97 feet; thence N.15°34'52"W., a distance of 100.15 feet; thence N.16°09'16"W., a distance of 99.95 feet; thence N.15°34'52"W., a distance of 99.31 feet; thence N.13°00'22"W., a distance of 100.60 feet; thence N.17°35'13"W., a distance of 101.90 feet; thence N.21°41'43"W., a distance of 11.77 feet; thence N.68°00'40"E., a distance of 417.75 feet; thence Northeasterly, 15.71 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing N.23°00'40"E., 14.14 feet); thence N.21°59'20"W., a distance of 336.18 feet; thence N.68°00'40"E., a distance of 50.00 feet; thence N.21°59'20"W., a distance of 274.62 feet; thence N.68°00'40"E., a distance of 359.85 feet; thence N.21°59'20"W., a distance of 337.57 feet; thence N.67°51'29"E., a distance of 144.14 feet; thence N.21°54'48"W., a distance of 674.30 feet; thence N.23°00'27"E., a distance of 32.32 feet; thence N.21°59'20"W., a distance of 369.66 feet; thence S.89°30'51"W., a distance of 621.76 feet; thence Westerly, 113.08 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 21°35'50" (chord bearing S.78°42'56"W., 112.41 feet); thence S.67°55'01"W., a distance of 339.00 feet to a point on the East right-of-way line of Tomoka Farms Road; thence along said East right-of-way line run the following two (2) courses: 1) N.22°04'59"W., a distance of 16.82 feet; 2) N.22°04'59"W., a distance of 67.18 feet; thence N.67°55'01"E., a distance of 267.42 feet; thence Easterly, 103.66 feet along the arc of a tangent curve to the right having a radius of 275.00 feet and a central angle of 21°35'50" (chord bearing N.78°42'56"E., 103.05 feet); thence N.89°30'51"E., a distance of 324.99 feet; thence N.00°29'09"W., a distance of 432.05 feet; thence N.89°36'00"E., a distance of 429.96 feet to the **POINT OF BEGINNING**.

Containing 289.997 acres, more or less.

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NOTES:
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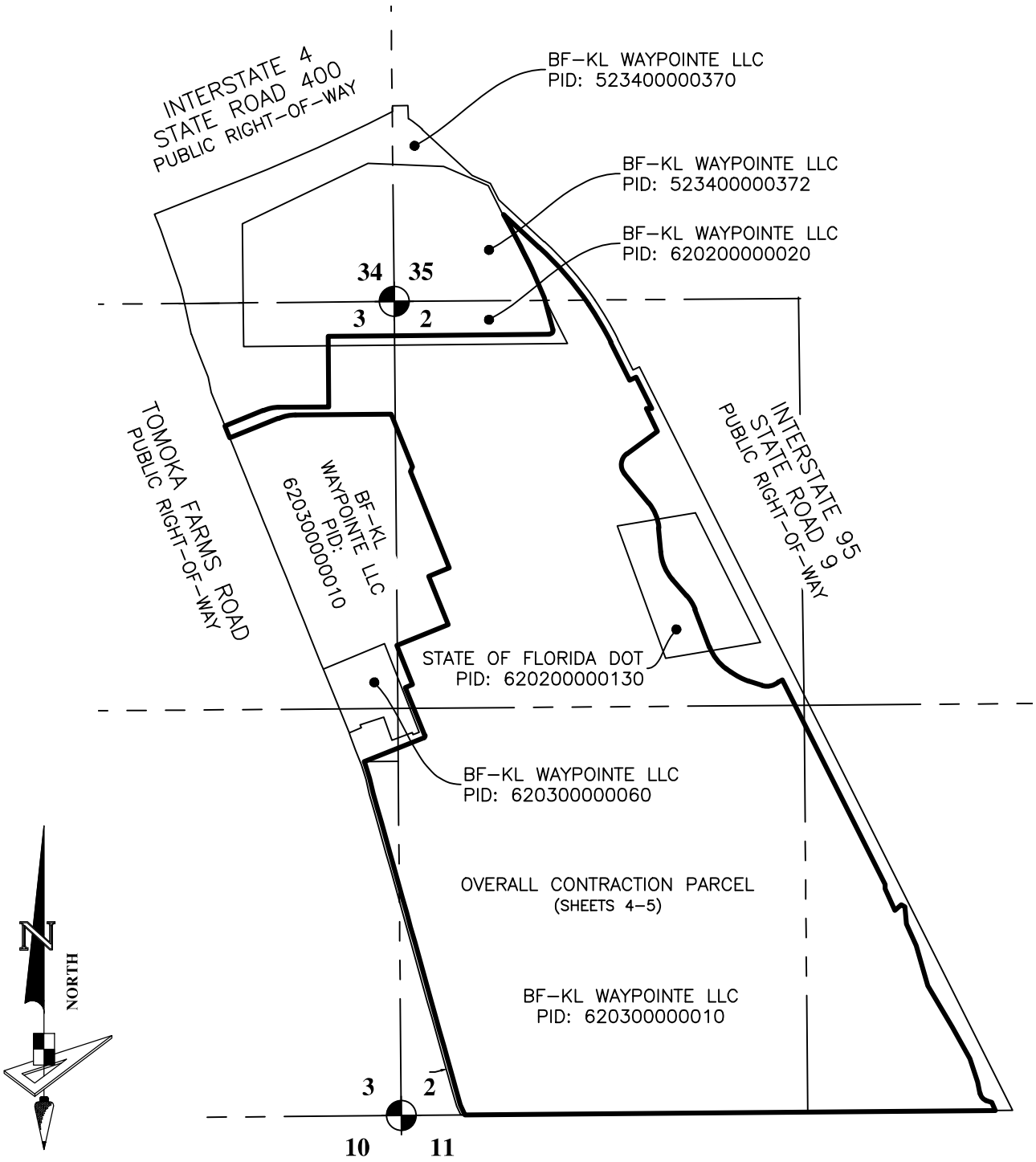

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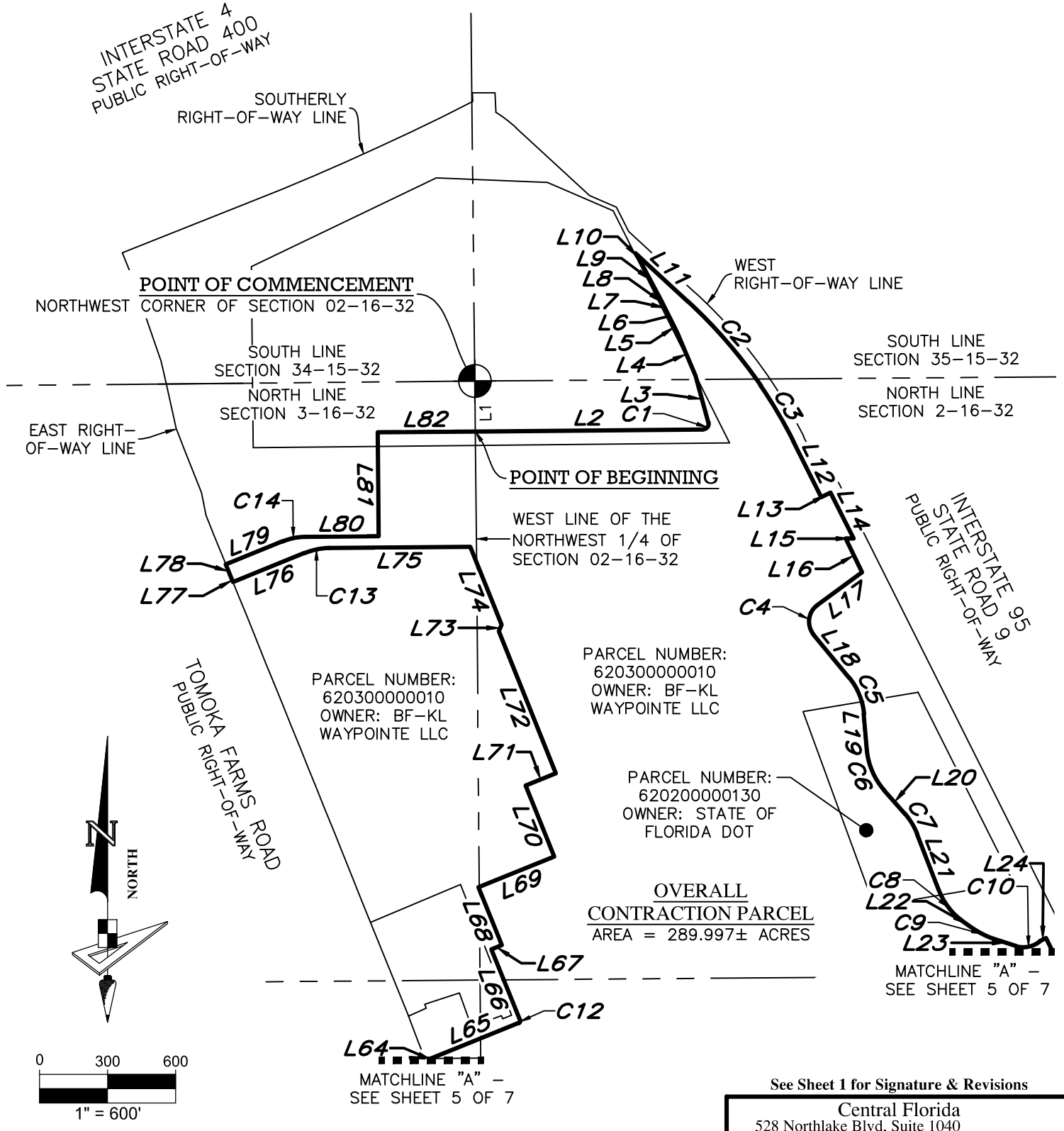

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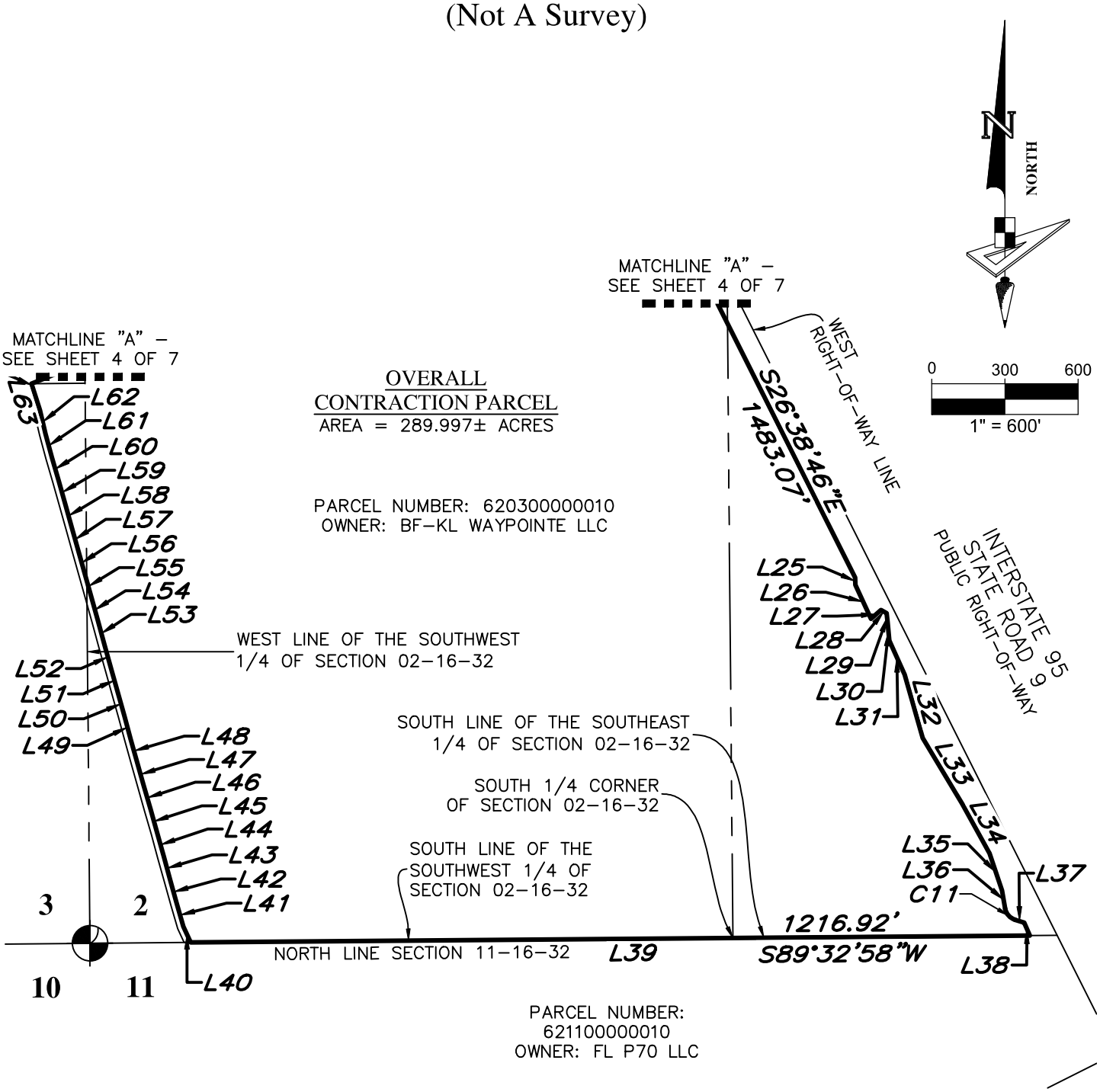

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LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°29'51" E	222.41'
L2	N 89°29'39" E	1003.43'
L3	N 15°20'23" W	212.79'
L4	N 23°04'51" W	207.20'
L5	N 25°58'56" W	53.95'
L6	N 26°20'28" W	53.95'
L7	N 26°53'01" W	26.68'
L8	N 27°36'35" W	26.68'
L9	N 28°07'36" W	199.43'
L10	N 31°08'11" W	33.97'
L11	S 47°22'57" E	313.02'
L12	S 26°38'47" E	275.00'
L13	N 63°21'14" E	45.98'
L14	S 26°38'46" E	226.47'
L15	S 89°30'51" W	35.06'
L16	S 26°00'48" E	165.60'
L17	S 53°44'18" W	246.89'
L18	S 39°29'20" E	246.22'
L19	S 04°51'24" E	158.79'
L20	S 41°21'16" E	139.55'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L21	S 21°08'20" E	264.83'
L22	S 54°14'23" E	38.02'
L23	S 72°05'23" E	94.51'
L24	N 63°21'14" E	31.05'
L25	S 01°30'52" E	29.64'
L26	S 24°36'51" E	152.68'
L27	N 48°46'28" E	54.66'
L28	S 60°05'25" E	26.77'
L29	S 07°05'30" E	36.05'
L30	S 04°42'42" E	76.45'
L31	S 24°20'43" E	153.33'
L32	S 15°54'39" E	270.42'
L33	S 30°50'26" E	315.02'
L34	S 29°02'35" E	231.48'
L35	S 18°25'26" E	160.91'
L36	S 10°20'00" E	75.86'
L37	S 72°16'19" E	40.65'
L38	S 22°50'56" E	57.56'
L39	S 89°31'13" W	2222.20'
L40	N 24°56'43" W	71.94'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L41	N 15°58'57" W	97.88'
L42	N 15°28'00" W	100.02'
L43	N 15°34'52" W	100.02'
L44	N 15°34'52" W	99.98'
L45	N 15°45'11" W	100.01'
L46	N 15°41'45" W	100.08'
L47	N 15°45'11" W	99.90'
L48	N 15°34'52" W	100.02'
L49	N 15°34'52" W	99.90'
L50	N 15°24'34" W	100.06'
L51	N 15°34'52" W	100.04'
L52	N 15°34'52" W	99.89'
L53	N 15°21'07" W	100.00'
L54	N 15°34'52" W	100.11'
L55	N 15°34'52" W	99.99'
L56	N 15°48'37" W	100.09'
L57	N 15°41'45" W	99.87'
L58	N 15°28'00" W	99.97'
L59	N 15°34'52" W	100.15'
L60	N 16°09'16" W	99.95'

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LINE DATA TABLE

NO.	BEARING	LENGTH
L61	N 15°34'52" W	99.31'
L62	N 13°00'22" W	100.60'
L63	N 17°35'13" W	101.90'
L64	N 21°41'43" W	11.77'
L65	N 68°00'40" E	417.75'
L66	N 21°59'20" W	336.18'
L67	N 68°00'40" E	50.00'
L68	N 21°59'20" W	274.62'
L69	N 68°00'40" E	359.85'
L70	N 21°59'20" W	337.57'
L71	N 67°51'29" E	144.14'
L72	N 21°54'48" W	674.30'
L73	N 23°00'27" E	32.32'
L74	N 21°59'20" W	369.66'
L75	S 89°30'51" W	621.76'
L76	S 67°55'01" W	339.00'
L77	N 22°04'59" W	16.82'
L78	N 22°04'59" W	67.18'
L79	N 67°55'01" E	267.42'
L80	N 89°30'51" E	324.99'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	104°50'01"	45.74'	39.62'	N 37°04'38" E
C2	2147.99'	13°05'41"	490.92'	489.85'	S 40°50'07" E
C3	2147.96'	7°38'30"	286.48'	286.27'	S 30°28'01" E
C4	88.50'	93°13'38"	144.00'	128.63'	S 07°07'29" W
C5	291.50'	34°37'56"	176.20'	173.53'	S 22°10'22" E
C6	308.50'	36°29'53"	196.52'	193.21'	S 23°06'20" E
C7	291.50'	20°12'56"	102.85'	102.32'	S 31°14'48" E
C8	308.50'	33°06'03"	178.23'	175.76'	S 37°41'22" E
C9	408.50'	17°51'00"	127.26'	126.75'	S 63°09'53" E
C10	108.50'	58°40'27"	111.11'	106.32'	N 78°34'24" E
C11	57.50'	61°56'19"	62.16'	59.18'	S 41°18'10" E
C12	10.00'	90°00'00"	15.71'	14.14'	N 23°00'40" E
C13	300.00'	21°35'50"	113.08'	112.41'	S 78°42'56" W
C14	275.00'	21°35'50"	103.66'	103.05'	N 78°42'56" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L81	N 00°29'09" W	457.82'
L82	N 89°29'39" E	429.96'

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WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

7B

WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment Methodology Report

February 19, 2025

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the "Preliminary First Supplemental Report") was developed to supplement the Amended and Restated Master Special Assessment Methodology Report (the "Master Report") dated January 14, 2025 and to provide a supplemental financing plan and a supplemental special assessment methodology for Phase 1 (herein, “Assessment Area One”) of the Waypointe Community Development District (the “District”) located in the City of Daytona Beach, Volusia County, Florida. This Preliminary First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) contemplated to be provided by the District.

1.2 Scope of the Preliminary First Supplemental Report

This Preliminary First Supplemental Report presents the projections for financing a portion of the District's Capital Improvement Plan described in the Engineer’s First Supplemental Engineer’s Report for the Waypointe Community Development District prepared by Kimley-Horn & Associates, LLC (the “District Engineer”) dated February 5, 2025 (the “First Supplemental Engineer’s Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the CIP (such portion is herein referred to as the “2025 Project”).

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the CIP create special benefits for properties within Assessment Area One and general benefits for properties outside of Assessment Area One and to the public at large. However, as discussed within this Preliminary First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and owners of property outside of Assessment Area One will benefit from the provision of the 2025 Project. However, these benefits are only incidental since the

2025 Project is designed solely to provide special benefits peculiar to property within Assessment Area One of the District. Properties outside Assessment Area One are not directly served by the 2025 Project and do not depend upon the 2025 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area One receives compared to those lying outside of Assessment Area One.

The 2025 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area One developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area One to increase by more than the sum of the financed cost of the individual components of the 2025 Project. Even though the exact value of the benefits provided by the 2025 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Preliminary First Supplemental 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 supplemental financing program for the District.

Section Five discusses the special assessment methodology for Phase 1.

2.0 Development Program

2.1 Overview

The District will serve the Waypointe development (the "Development" or "Waypointe"), a master planned, residential development located in the City of Daytona Beach, Volusia County, Florida. The land within the District currently consists of approximately 289.997 +/- acres and is generally located north of Old Haines City/Lake Alfred Road and U.S. 17, and is bisected by Lake Lowery Road. Of the aforementioned acreage, Assessment Area One accounts for 125.19 +/- acres.

2.2 The Development Program

The development of Waypointe is anticipated to be conducted by BF-KL Waypointe, LLC - Delaware, or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan anticipates 1,080 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Assessment Area One is anticipated to account for 269 residential units. Table 1 in the *Appendix* illustrates the development plan within 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 First Supplemental 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 2025 Project

The 2025 Project needed to serve Assessment Area One is projected to include, without limitation, public earthwork and stormwater system, roadways, water, sewer, reclaim utilities and lift station, landscape/ hardscape/ irrigation, amenities, conservation/ mitigation, and off-site improvements, along with contingency and professional fees, is estimated to total approximately $23,405,272, a portion of which will be financed with the proceeds of the herein defined Series 2025 Bonds.

Even though the installation of the improvements that comprise the CIP is projected to occur in multiple stages coinciding with phases of development within the District, the infrastructure improvements that comprise the CIP – including the 2025 Project – will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will be interrelated such that they will reinforce one another. As a practical matter, this means that master improvements that are part

of the 2025 Project may be financed by the Series 2025 Bonds and/or a future series of bonds.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. The District anticipates undertaking construction of the site work through a third-party contractor.

The District intends to issue its Special Assessment Bonds, Series 2025 (Assessment Area One) in the estimated principal amount of $11,345,000* (the "Series 2025 Bonds") to fund an estimated $9,583,373.10* in CIP costs to be expended serving and supporting the development of Assessment Area One units constituting a portion of the 2025 Project, with the balance of the 2025 Project costs anticipated to be contributed by the Developer.

4.2 Types of Bonds Proposed

The proposed supplemental financing plan for the District provides for the issuance of the Series 2025 Bonds in the total estimated principal amount of $11,345,000* to finance a portion of the 2025 Project costs in the total amount estimated at $9,583,373.10*, representing the amount of construction proceeds generated from the issuance of the Series 2025 Bonds.

The Series 2025 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments. Interest payments on the Series 2025 Bonds would be made every May 1 and November 1, and annual principal payments on the Series 2025 Bonds would be made on either every May 1 or November 1.

In order to finance the 2025 Project, the District would need to borrow funds and incur indebtedness in the total amount estimated at $11,345,000*. The difference is comprised of funding a debt service reserve and paying the costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series

* Preliminary, subject to change.

2025 Bonds are presented in Table 3 in the *Appendix* along with the financing assumptions.

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 2025 Project The issuance of the Series 2025 Bonds provides the District with funds necessary to construct/acquire the 2025 Project as 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 properties within the boundaries of Assessment Area One. General benefits accrue to areas outside of the District and within the District but outside of Assessment Area One, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing the properties within Assessment Area One that derive special and peculiar benefits from the 2025 Project. All properties in Assessment Area One receive benefits from the 2025 Project, which properties will be assessed for their fair share of debt issued in order to finance the 2025 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 1,080 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Assessment Area One is anticipated to account for 269 residential units, although unit numbers, land uses and product types may change throughout the development period.

The public infrastructure included in the CIP – including the 2025 Project – will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve in each respective assessment area within the District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other, and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public improvements that are part of the 2025 Project and not financed by the Series 2025 Bonds may be constructed by the Developer or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in the 2025 Project have a logical connection to the special and peculiar benefits received by Assessment Area One, as without such improvements, the development of such properties within Assessment Area One would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the designated lands within Assessment Area One, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the lands within Assessment Area One receiving such special and peculiar benefits. 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 benefit is more valuable than the assessment related to the financed cost of constructing Assessment Area One.

In following the Master Report, this Preliminary First Supplemental Report proposes to allocate the benefit associated with the 2025 Project to the different unit types proposed to be developed within Assessment Area One in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area One based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the 2025 Project less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from Assessment Area One.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of CIP costs allocated to Assessment Area One to the various unit types proposed to be developed in Assessment Area One based on the ERU benefit allocation factors presented in Table 4.

Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2025 Bonds, and the approximate costs of the portion of the 2025 Project costs allocable to Assessment Area One to be contributed by the Developer. With the Bonds funding approximately $9,583,373.10* in costs of the 2025 Project, the Developer and/or the District, in its sole discretion, via Developer contribution, is anticipated to fund improvements valued at an estimated cost of $13,821,898.90* which will not be funded with proceeds of the Series 2025 Bonds.

Table 6 in the *Appendix* presents the minimum required contributions that are necessary to buy-down the assessments securing the Series 2025 Bond (the "Series 2025 Bond Assessments") to the target levels desired by the Developer. Finally, Table 7 in the *Appendix* presents the apportionment of the Series 2025 Bond Assessments and also present the annual levels of the projected annual debt service assessments per unit.

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 Series 2025 Bonds Assessments. If the amenities are owned by the District, 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.

Governmental Property - If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2025 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2025 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Contributions - As referenced in the Master Report, Developer has opted 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 Series 2025 Bond Assessments to reach certain target levels. The amount of such "buy down" for the Series 2025 Bond Assessments is identified in Table 5. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional

* Preliminary, subject to change.

contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down the Series 2025 Bond Assessments will not be eligible for "deferred costs" or any other form of repayment.

5.3 Assigning Series 2025 Assessments

As the land in the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2025 Assessments will initially be levied on all of the land in Assessment Area One on an equal pro-rata gross acre basis and thus the total bonded debt in the estimated amount of $11,345,000* will be preliminarily levied on approximately 125.19 +/- acres at an estimated rate of $90,622.25* per gross acre.

When the land is platted within Assessment Area One, the Series 2025 Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix* for the Series 2025 Assessments. Such allocation of Series 2025 Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2025 Assessments levied on unplatted gross acres within Assessment Area One.

Transferred Property - In the event unplatted land within Assessment Area One is sold to a third party (the "**Transferred Property**"), the Series 2025 Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer, as applicable, 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 Preliminary First Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2025 Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Series 2025 Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2025 Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

* Preliminary, subject to change.

5.4 Lienability 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 certain properties within Assessment Area One. The 2025 Project benefits assessable properties within Assessment Area One and accrues to all such assessable properties on an ERU basis.

The 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:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The improvements which are part of the 2025 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2025 Project, 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 Lienability 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 is delineated in Table 4 (expressed as ERU factors) in the *Appendix*. The apportionment of the Series 2025 Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2 initially* across all assessable property within Assessment Area One according to reasonable estimates of the special and peculiar benefits derived from the 2025 Project by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 1 in the *Appendix*

("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat within Assessment Area One results in the same amount of ERUs (and thus Series 2025 Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within Assessment Area One (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2025 Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2025 Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within Assessment Area One results in a greater amount of ERUs (and thus Series 2025 Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2025 Assessments for all assessed properties within Assessment Area One, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within Assessment Area One results in a lower amount of ERUs (and thus Series 2025 Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One 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 to pay a "True-Up Payment" equal to the difference between: (i) the Series 2025 Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2025 Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (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 his or her sole discretion what amount of ERUs (and thus Series 2025 Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within Assessment Area One, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the

number and type of units reasonably planned for Assessment Area One, b) the revised, overall development plan showing the number and type of units reasonably planned for within Assessment Area One, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within Assessment Area One, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised 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 assessments to pay debt service on the applicable series of bonds 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 within Assessment Area One, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2025 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area One, any unallocated Series 2025 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

Series 2025 Assessments in the estimated amount of $11,345,000*, plus interest and collection costs, are proposed to be levied over the area described in Exhibit "A". The Series 2025 Assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

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

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

* Preliminary, subject to change

7.0 Appendix

Table 1

Waypointe

Community Development District

Development Plan - 2025 Project

Unit Type	Total Number of Units
Townhomes	150
Single-family 40'	60
Single-family 50'	59
Total	**269**

Table 2

Waypointe

Community Development District

Capital Improvement Plan - 2025 Project

Improvement		Total CIP Costs
Public Earthwork and Stormwater System	$	1,712,876
Roadways	$	2,419,324
Water, Sewer, Reclaim Utilities and Lift Station	$	5,437,740
Landscape/ Hardscape/ Irrigation	$	1,865,191
Amenities	$	-
Conservation/ Mitigation	$	-
Off-site Improvements	$	6,516,250
Professional Fees	$	1,217,454
Contingency (Including possible utility connection fees)	$	4,236,437
Total	**$**	**23,405,272**

Table 3

Waypointe

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$11,345,000.00
Total Sources	**$11,345,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$9,583,373.10
Other Fund Deposits:	
Debt Service Reserve Fund	$824,201.90
Capitalized Interest Fund	$510,525.00
Delivery Date Expenses:	
Costs of Issuance	$426,900.00
Total Uses	**$11,345,000.00**

Financing Assumptions

Coupon Rate: 6.00%
Capitalized Interest Period: 9 months
Term: 30 Years
Underwriter's Discount: 2%
Cost of Issuance: $200,000

Table 4

Waypointe

Community Development District

Benefit Allocation

Unit Type	Total Number of Units	ERU per Unit	Total ERU
Townhomes	150	0.70	105.00
Single-family 40'	60	1.00	60.00
Single-family 50'	59	1.00	59.00
Total	**269**		**224.00**

Table 5

Waypointe

Community Development District

Cost Allocation of CIP - 2025 Project

Unit Type	Cost Allocation Based on ERU Method	Cost Allocation Financed with Series 2025 Bonds	Costs to be Contributed by the Developer*
Townhomes	$10,971,221.25	$4,685,204.63	$6,286,016.62
Single-family 40'	$6,269,269.29	$2,385,195.08	$3,884,074.20
Single-family 50'	$6,164,781.46	$2,512,973.39	$3,651,808.07
Total	**$23,405,272.00**	**$9,583,373.10**	**$13,821,898.90**

* Can be funded with future series of bonds.

Table 6

Waypointe

Community Development District

2025 Project - Minimum Required Contribution Calculations

Unit Type	Minimum 2025 Project Costs Allocation Based on ERU Method	Minimum 2025 Project Costs Contributed by the Developer	Minimum 2025 Project Costs Financed with Bonds
Townhomes	$4,685,204.63	$0.00	$4,685,204.63
Single-family 40'	$2,677,259.79	$292,064.70	$2,385,195.08
Single-family 50'	$2,632,638.79	$119,665.40	$2,512,973.39
Total	**$9,995,103.20**	**$411,730.10**	**$9,583,373.10**

Note: Table 5 quantifies the amount of benefit from the CIP and to the different unit types within the District. Based on this information, Table 6 shows the minimum contributions of completed improvements required to buy-down the Series 2025 Bond Assessments to the target levels shown in Table 7. Pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the CIP - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 7

Waypointe

Community Development District

Bond Assessment Apportionment - 2025 Project

Unit Type	Total Number of Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March*
Townhomes	150	$10,971,221.25	$5,317,968.75	$35,453.13	$2,740.03
Single-family 40'	60	$6,269,269.29	$3,038,839.29	$50,647.32	$3,914.33
Single-family 50'	59	$6,164,781.46	$2,988,191.96	$50,647.32	$3,914.33
Total	**269**	**$23,405,272.00**	**$11,345,000.00**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

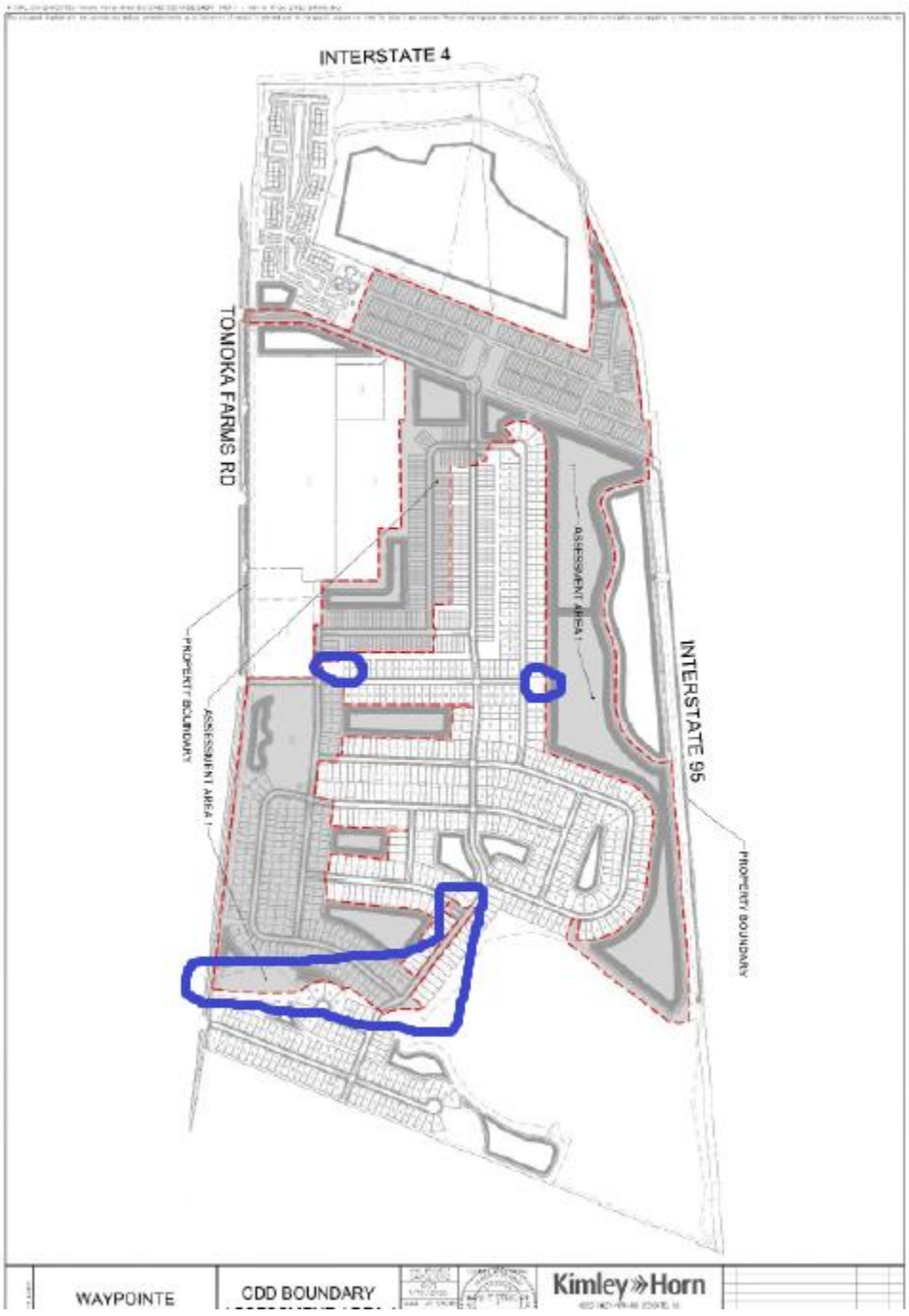
Exhibit "A"

Series 2025 Bond Assessments in the estimated amount of $11,345,000* are proposed to be levied over the area as described below:

* Preliminary, subject to change.

EXHIBIT A: Sketch of Assessment Area One with Legal Description

SKETCH


INTERSTATE 4
TOMOKA FARMS RD
INTERSTATE 95
ASSESSMENT AREA 1
PROPERTY BOUNDARY
ASSESSMENT AREA 1
PROPERTY BOUNDARY
WAYPOINTE
CDD BOUNDARY
Kimley»Horn

ASSESSMENT AREA ONE INCLUDES THE FOLLOWING DESCRIBED LANDS:

WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

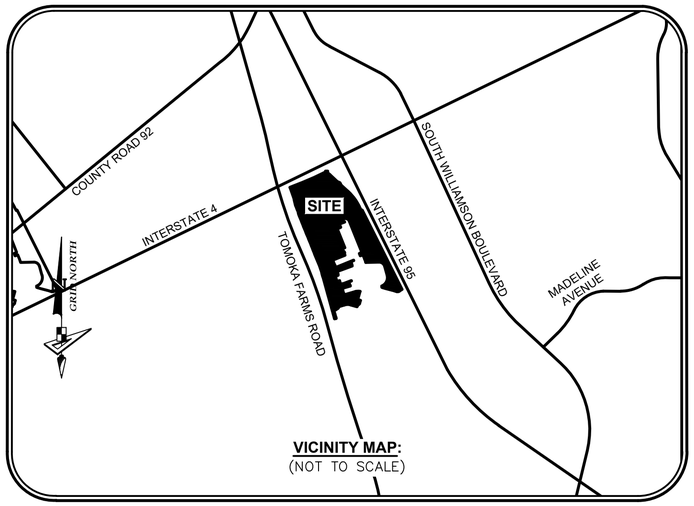
MAP BOOK PAGE NO.

DESCRIPTION:

A portion of Sections 34 & 35, Township 15 South, Range 32 East, and Sections 2 & 3, Township 16 South, Range 32 East, Volusia County, Florida, being described as follows:

COMMENCE at the South 1/4 corner of Section 2, Township 16 South, Range 32 East; thence along the South line of the Southwest 1/4 of said Section 2, run S 89°31'13" W, a distance of 2249.66 feet to a point on the East Right-of-Way line of Tomoka Farms Road; thence along said East Right-of-Way line run the following Four (4) courses: 1) N.24°56'43"W., a distance of 62.52 feet; 2) N.15°58'57"W., a distance of 99.95 feet; 3) N.15°28'00"W., a distance of 100.11 feet; 4) N.15°34'52"W., a distance of 199.94 feet to the **POINT OF BEGINNING;** thence continuing along said East Right-of-Way line run the following Forty (40) courses: 1) N.15°45'11"W., a distance of 100.00 feet; 2) N.15°41'45"W., a distance of 100.06 feet; 3) N.15°45'11"W., a distance of 99.94 feet; 4) N.15°34'52"W., a distance of 200.00 feet; 5) N.15°24'34"W., a distance of 100.06 feet; 6) N.15°34'52"W., a distance of 199.94 feet; 7) N.15°21'07"W., a distance of 100.00 feet; 8) N.15°34'52"W., a distance of 200.00 feet; 9) N.15°48'37"W., a distance of 100.06 feet; 10) N.15°41'45"W., a distance of 99.94 feet; 11) N.15°28'00"W., a distance of 100.00 feet; 12) N.15°34'52"W., a distance of 100.00 feet; 13) N.16°09'16"W., a distance of 99.95 feet; 14) N.15°34'52"W., a distance of 100.00 feet; 15) N.13°00'22"W., a distance of 100.16 feet; 16) N.17°35'13"W., a distance of 100.00 feet; 17) N.21°41'43"W., a distance of 102.75 feet; 18) N.20°04'43"W., a distance of 100.06 feet; 19) N.20°33'36"W., a distance of 17.89 feet; 20) N.22°10'21"W., a distance of 446.02 feet; 21) N.22°31'38"W., a distance of 36.10 feet; 22) N.21°47'48"W., a distance of 100.00 feet; 23) N.21°53'51"W., a distance of 99.29 feet; 24) N.21°40'08"W., a distance of 99.41 feet; 25) N.22°01'33"W., a distance of 100.00 feet; 26) N.21°47'48"W., a distance of 100.00 feet; 27) N.22°01'33"W., a distance of 400.00 feet; 28) N.22°04'59"W., a distance of 199.94 feet; 29) N.22°15'18"W., a distance of 100.06 feet; 30) N.22°04'59"W., a distance of 100.00 feet; 31) N.21°51'14"W., a distance of 99.94 feet; 32) N.22°04'59"W., a distance of 500.00 feet; 33) N.11°19'52"W., a distance of 101.84 feet; 34) N.21°37'29"W., a distance of 100.00 feet; 35) N.21°40'56"W., a distance of 100.00 feet; 36) N.21°13'24"W., a distance of 99.95 feet; 37) N.22°04'59"W., a distance of 0.84 feet; 38) N.12°35'16"W., a distance of 306.96 feet; 39) N.19°11'16"W., a distance of 400.50 feet; 40) N.22°03'01"W., a distance of 107.00 feet to a point on the Southerly Right-of-way line of Interstate 4 (State Road 400); thence run along said Southerly Right-of-way line of Interstate 4 the following Three (3) courses: 1) N.68°22'47"E., a distance of 601.96 feet; 2) thence Northeasterly, 1081.82 feet along the arc of a tangent curve to the left having a radius of 11576.76 feet and a central angle of 05°21'15" (chord bearing N.65°42'10"E., 1081.43 feet); 3) N.02°20'45"W., a distance of 38.00 feet to a point on the West Right-of-way line of Interstate 95 (State Road 9); thence run along said West Right-of-way line of Interstate 95 the following Eleven (11) courses: 1) N.89°39'15"E., a distance of 100.00 feet; 2) S.02°20'45"E., a distance of 86.63 feet; 3) thence Southeasterly, 111.39 feet along the arc of a non-tangent curve to the right having a radius of 621.97 feet and a central angle of 10°15'40" (chord bearing S.52°30'47"E., 111.24 feet); 4) S.47°22'57"E., a distance of 441.60 feet; 5) S.66°39'23"E., a distance of 128.72 feet; 6) S.26°38'47"E., a distance of 120.00 feet; 7) S.47°22'57"E., a distance of 399.96 feet; 8) thence Southeasterly, 795.49 feet along the arc of a tangent curve to the right having a radius of 2198.00 feet and a central angle of 20°44'10" (chord bearing S.37°00'52"E., 791.15 feet); 9) S.26°38'47"E., a distance of 225.00 feet; 10) N.63°21'14"E., a distance of 45.98 feet; 11) S.26°38'46"E., a distance of 3860.51 feet; thence N.61°48'15"W., a distance of 24.47 feet; thence S.52°10'25"W., a distance of 126.06 feet; thence S.83°14'33"W., a distance of 76.67 feet; thence N.79°34'19"W., a distance of 24.20 feet; thence N.73°29'26"W., a distance of 148.45 feet; thence N.75°23'11"W., a distance of 344.36 feet; thence N.72°32'25"W., a distance of 187.15 feet; thence N.75°00'17"W., a distance of 115.59 feet; thence N.19°41'58"W., a distance of 28.99 feet; thence N.04°29'32"W., a distance of 120.00 feet; thence Easterly, 49.80 feet along the arc of a non-tangent curve to the left having a radius of 275.00 feet and a central angle of 10°22'35" (chord bearing N.80°19'11"E., 49.73 feet); thence S.14°52'07"E., a distance of 120.00 feet; thence Northeasterly, 623.28 feet along the arc of a non-tangent curve to the left having a radius of 395.00 feet and a central angle of 90°24'29" (chord bearing N.29°55'39"E., 560.60 feet); thence N.15°16'36"W., a distance of 402.97 feet; thence Northwesterly, 326.58 feet along the arc of a tangent curve to the left having a radius of 245.00 feet and a central angle of 76°22'30" (chord bearing N.53°27'51"W., 302.94 feet); thence S.88°20'54"W., a distance of 569.97 feet; thence Westerly, 7.77 feet along the arc of a tangent curve to the left having a radius of 1145.00 feet and a central angle of 00°23'20" (chord bearing S.88°09'14"W., 7.77 feet); thence Northerly, 148.26 feet along the arc of a non-tangent curve to the left having a radius of 1180.00 feet and a central angle of 07°11'57" (chord bearing N.18°23'22"W., 148.17 feet); thence N.21°59'20"W., a distance of 207.34 feet; thence S.68°00'40"W., a distance of 120.00 feet; thence N.21°59'20"W., a distance of 115.00 feet; thence N.68°00'40"E., a distance of 120.00 feet; thence N.21°59'20"W., a distance of 1471.36 feet; thence Westerly, 371.61 feet along the arc of a non-tangent curve to the left having a radius of 170.00 feet and a central angle of 125°14'41" (chord bearing N.85°28'46"W., 301.92 feet); thence S.58°06'06"E., a distance of 120.00 feet; thence Southwesterly, 6.97 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 07°58'57" (chord bearing S.27°54'25"W., 6.96 feet); thence S.68°00'40"W., a distance of 153.83 feet; thence S.21°59'20"E., a distance of 50.00 feet; thence S.68°00'40"W., a distance of 25.00 feet; thence S.21°59'20"E., a distance of 68.05 feet; thence S.68°00'40"W., a distance of 56.48 feet; thence S.21°59'20"E., a distance of 24.91 feet; thence S.68°00'40"W., a distance of 50.00 feet; thence S.21°59'20"E., a distance of 57.11 feet; thence S.68°00'40"W., a distance of 105.00 feet; thence S.21°59'20"E., a distance of 885.50 feet; thence S.68°00'40"W., a distance of 90.00 feet; thence S.21°59'20"E., a distance of 105.00 feet; thence S.68°00'40"W., a distance of 15.00 feet; thence S.21°59'20"E., a distance of 50.00 feet; thence N.68°00'40"E., a distance of 5.13 feet; thence S.21°59'20"E., a distance of 151.18 feet; thence S.68°00'40"W., a distance of 603.72 feet; thence S.21°59'20"E., a distance of 120.00 feet; thence S.68°00'40"W., a distance of 11.33 feet; thence S.21°59'20"E., a distance of 50.00 feet; thence N.68°00'40"E., a distance of 20.00 feet; thence S.21°59'20"E., a distance of 120.00 feet; thence N.68°00'40"E., a distance of 824.20 feet; thence Southerly, 22.42 feet along the arc of a non-tangent curve to the right having a radius of 1975.00 feet and a central angle of 00°39'02" (chord bearing S.19°58'37"E., 22.42 feet); thence S.70°20'54"W., a distance of 125.00 feet; thence Southerly, 160.95 feet along the arc of a non-tangent curve to the right having a radius of 1850.00 feet and a central angle of 04°59'05" (chord bearing S.17°09'33"E., 160.90 feet); thence S.15°35'10"E., a distance of 39.24 feet; thence S.69°58'03"W., a distance of 692.71 feet; thence S.20°01'57"E., a distance of 120.00 feet; thence S.69°58'03"W., a distance of 21.71 feet; thence S.20°01'57"E., a distance of 50.00 feet; thence S.69°58'03"W., a distance of 114.42 feet; thence Southwesterly, 15.02 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 86°02'02" (chord bearing S.26°57'02"W., 13.64 feet); thence S.16°03'59"E., a distance of 202.38 feet; thence Southeasterly, 14.35 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 82°13'27" (chord bearing S.57°10'43"E., 13.15 feet); thence Easterly, 111.72 feet along the arc of a compound curve to the left having a radius of 875.00 feet and a central angle of 07°18'55" (chord bearing N.78°03'06"E., 111.64 feet); thence S.16°03'59"E., a distance of 170.00 feet; thence Easterly, 79.37 feet along the arc of a non-tangent curve to the left having a radius of 1045.00 feet and a central angle of 04°21'06" (chord bearing N.72°08'36"E., 79.35 feet); thence N.69°58'03"E., a distance of 413.31 feet; thence S.20°01'57"E., a distance of 19.90 feet; thence S.69°58'03"W., a distance of 120.00 feet; thence S.20°01'57"E., a distance of 145.97 feet; thence Southerly, 36.02 feet along the arc of a tangent curve to the right having a radius of 455.00 feet and a central angle of 04°32'07" (chord bearing S.17°45'54"E., 36.01 feet); thence S.15°29'50"E., a distance of 6.65 feet; thence S.73°56'01"W., a distance of 364.39 feet; thence S.16°03'59"E., a distance of 120.00 feet; thence S.73°56'01"W., a distance of 20.00 feet; thence S.16°03'59"E., a distance of 50.00 feet; thence N.73°56'01"E., a distance of 20.03 feet; thence S.16°03'59"E., a distance of 120.00 feet; thence N.73°56'01"E., a distance of 501.97 feet; thence Easterly, 215.75 feet along the arc of a tangent curve to the right having a radius of 455.00 feet and a central angle of 27°10'05" (chord bearing N.87°31'03"E., 213.73 feet); thence S.15°38'26"W., a distance of 368.87 feet; thence S.74°21'34"E., a distance of 170.00 feet; thence S.15°38'26"W., a distance of 141.76 feet; thence Southwesterly, 96.07 feet along the arc of a tangent curve to the right having a radius of 125.00 feet and a central angle of 44°02'06" (chord bearing S.37°39'29"W., 93.72 feet); thence Southwesterly, 91.97 feet along the arc of a reverse curve to the left having a radius of 125.00 feet and a central angle of 42°09'29" (chord bearing S.38°35'47"W., 89.91 feet); thence N.72°28'57"W., a distance of 50.00 feet; thence Southerly, 14.79 feet along the arc of a non-tangent curve to the left having a radius of 175.00 feet and a central angle of 04°50'27" (chord bearing S.15°05'50"W., 14.78 feet); thence S.89°31'13"W., a distance of 185.31 feet; thence Westerly, 352.22 feet along the arc of a non-tangent curve to the left having a radius of 173.00 feet and a central angle of 116°39'07" (chord bearing S.81°23'57"W., 294.46 feet); thence S.87°25'34"W., a distance of 91.65 feet; thence N.26°00'26"W., a distance of 43.59 feet; thence N.82°56'00"W., a distance of 68.61 feet; thence N.89°28'12"W., a distance of 60.77 feet; thence S.62°38'16"W., a distance of 110.07 feet; thence S.57°48'55"W., a distance of 113.37 feet; thence S.55°15'42"W., a distance of 59.20 feet; thence S.62°36'25"W., a distance of 68.26 feet; thence S.18°06'39"W., a distance of 1.37 feet; thence S.62°52'21"W., a distance of 20.40 feet; thence S.74°19'59"W., a distance of 25.00 feet to the **POINT OF BEGINNING**.

Containing 261.004 acres, more or less.



VICINITY MAP:
(NOT TO SCALE)

DEDICATION:

_____, a _____ limited liability company ("Owner"), hereby states and declares that Owner is the fee simple Owners of all of the lands described in this Plat, a Subdivision lying in Sections 34 and 35, Township 15 South, Range 32 East and Sections 2 and 3, Township 16 South, Range 32 East, and located in the City of Daytona Beach, Volusia County, Florida, and does hereby make the following dedications:

1. The owner hereby dedicates the following property interests to Waypointe Community Development District ("CDD"):
   a. Tracts A, B, C, E, D, EE, F, FF, G, GG, H, HH, K, L, M, N, NN, O, R-1A, R-1B, and X for ingress and egress as well as for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of roadway, drainage, wetland, landscaping, irrigation, hardscaping, signage, lighting, walls/fencing, conduit, and other CDD improvements. The CDD shall have the right and obligation to maintain any CDD improvements within such areas.
   b. Non-exclusive perpetual easements over all public drainage & access easements, for ingress and egress as well as for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of drainage, landscaping, irrigation, hardscaping, signage, lighting, walls/fencing, conduit, and other cdd improvements. The CDD shall have the right and obligation to maintain any CDD improvements within such areas.
   c. Non-exclusive perpetual easements under, over and across, all right-of-ways and utility easements for ingress and egress as well as for the installation, construction, and acquisition of roadway improvements as well as water, sewer and reclaim utilities. All such utilities shall be transferred upon completion to the City for ownership and operation, subject to the City's approval process. All such roadway improvements within tracts dedicated to the City or County (i.e., Tracts R-1, R-1C, and R-2) shall be transferred upon completion to the city or county (as applicable) for ownership and operation, subject to the City's/County's approval process.
   d. Non-exclusive perpetual easements under, over and across, Tracts R-1, R-1C, and R-2, for ingress and egress as well as for the installation, construction, acquisition, operation, maintenance, repair and replacement of landscape, hardscape, irrigation, and lighting improvements.

2. The Owner hereby dedicates to the City:
   a. Tracts R-1 and R-1C for use as public right-of-way.
   b. Tracts BB and CC for use as lift station.
   c. Non-exclusive perpetual easements under, over and across, all right-of-ways and utility easements for ingress and egress as well as for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of water, sewer and reclaim utilities.

3. The Owner hereby dedicates to Volusia County, Florida:
   a. Tract R-2 for use as public right-of-way.

4. All right-of-ways shall be constructed to city standards and transferred upon completion to the cdd or hoa for ownership and operation as indicated herein. The City, CDD, and all applicable governmental and emergency service providers, are hereby dedicated a non-exclusive, perpetual access easement over all right-of-ways for the purposes of ingress and egress as well as for providing public and emergency services, including but not limited to: postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage collection and other public and emergency services.

5. Owner does hereby reserve and retain ownership of all tracts, all lands, all easements, and all other interests not specifically dedicated above to the "City" or the "CDD."

OWNER: _____

By: _____

Name:_____ Witness : _____ Witness: _____

Title: _____ Print Name: _____ Print Name: _____

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Volusia County.

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF _____)

I hereby certify on this ____ day of _____, 2024, before me personally appeared _____, as _____ of _____, known to me or who has produced_____as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

_____
Notary Public, State of Florida at Large
(Printed Name of Notary)

My commission expires:
Commission Number:

CERTIFICATE OF APPROVAL BY THE CITY OF DAYTONA BEACH:

I HEREBY CERTIFY that this Plat has been reviewed for conformity to Chapter 177, Part 1, Florida Statutes.

_____ _____
Reviewing Surveyor: David Lammers, Professional Surveyor and Mapper No. 7163 — Date

THIS IS TO CERTIFY that on _____ this plat was approved.

_____
City Engineer

THIS IS TO CERTIFY that on _____ this plat was approved by the City of Daytona Beach, Florida.

_____
City Manager

CERTIFICATE OF CLERK:

I hereby certify that I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

_____ , at _____.

_____ _____
Clerk of the Circuit Court in and for Volusia County, Florida — File Number

CERTIFICATE OF CLERK:

I hereby certify that I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

_____ , at_____.

_____ _____
Clerk of the Circuit Court in and for Volusia County, Florida — File Number

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF _____)
)SS:

I hereby certify on this ____ day of _____, 2024, before me personally appeared by means of physical presence _____, known to me or who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.
Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

_____
Notary Public, State of Florida at Large
(Printed Name of Notary)

My commission expires:
Commission Number:

GeoPoint Surveying, Inc.
528 Northlake Blvd. Ste 1040
Altamonte Springs, Florida 32701
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SURVEYOR NOTES:

1. Bearings shown hereon are based on the Westerly Right-of-Way Line of Interstate 95, having a Grid Bearing of S.26°38'46"W., the grid bearings as shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
2. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
3. All lines intersecting a curve are radial (R) unless otherwise noted as non-radial (NR).
4. The subject property lies in Flood Zones "A" and "X" according to Flood Insurance Rate Map No. 12127C0364H for Volusia County, Florida, Volusia County Unincorporated Areas Community No. 125155, dated February 19, 2014 and issued by the Federal Emergency Management Agency.
5. All lots shall comply with the minimum lot width identified in the Waypoint PD, as defined by LDC Section 11.4.A.2.
6. Final conveyance of any roadway and/or utilities improvements is subject to final acceptance by the City Council and/or staff, and, as part of the acceptance process, such improvements may be conveyed from either the developer and/or the Waypointe Community Development District.
7. At the time of recording this plat is affected by the following recorded easements found in the Public Records of Volusia County, Florida: (which this reference does not act to reimpose same)

a. Easement by and between Myron S. Kirton and Dorothy C. Kirton, Grantor, and Florida Power & Light Company, Grantee, recorded October 12, 1999, in Official Records Book 4484, Page 2109, together with and as affected by the Subordination of Utility Interests recorded September 3, 2013 in Official Records Book 6901, Page 3307; Perpetual Easement to relocate 30 foot ingress/egress and utility easement access easement as contained in Stipulated Order of Taking and Final Judgment recorded December 13, 2016 in Official Records Book 7337, Page 1449 and recorded December 16, 2016 in Official Records Book 7338, Page 2152; and the Partial Release of Easement recorded March 2, 2017 in Official Records Book 7367, Page 3634, of the Public Records of Volusia County, Florida.

b. Easements and All rights of ingress, egress, light, air and view set forth in that certain Order of Taking and Final Judgment recorded in Official Records Book 7337, Page 1449, of the Public Records of Volusia County, Florida.

c. Temporary Construction Easement recorded July 24, 2024 in Official Records Book 8586, Page 3825, Public Records of Volusia County, Florida.

d. Unrecorded Communications Site Lease Agreement evidenced by the Memorandum of Agreement by and between Myron Kirton and Dorothy Kirton, his wife, and Kenneth M. Kirton, as Lessors, and Nextel South Corp., d/b/a Nextel Communications recorded November 19, 1999 in Official Records Book 4496, Page 1795; together with and as affected by the Assignment of Lease by and between Nextel South Corp., d/b/a Nextel Communications and Tower Parent Corp. recorded October 19, 2004 in Official Records Book 5419, Page 4719; Assignment of Lease by and between Tower Parent Corp. and Tower Asset Sub, Inc. recorded October 19, 2004 in Official Records Book 5419, Page 4731; Florida Assignment and Assumption of Lease or Other Agreement by and between Tower Asset Sub, LLC and AmericanTower Asset Sub, LLC recorded January 8, 2008 in Official Records Book 6176, Page 4819; Assignment of Lease Agreement by and between Katherine Wingard and Thomas Kirton, as Co-Personal Representatives of the Estate of Dorothy C. Kirton, deceased, Assignor and Katherine Wingard and Thomas Kirton, as CoTrustees of the Dorothy C. Kirton Living Trust of November 17, 2004 recorded March 28, 2013 in Official Records Book 6837, Page 3631; Perpetual Easement to relocate 30 foot ingress/egress and utility easement access easement as contained in Stipulated Order of Taking and Final Judgment recorded December 13, 2016 in Official Records Book 7337, Page 1449 and recorded December 16, 2016 in Official Records Book 7338, Page 2158; Quit Claim Deed to the State of Florida Department of Transportation recorded December 16, 2016 in Official Records Book 7338, Page 2114; Memorandum of Lease by and between Katherine Wingard and Thomas Kirton, Individually and as Co-Trustees of the Dorothy C. Kirton Living Trust of November 17, 2004 and American Tower Asset Sub, LLC recorded September 22, 2017 in Official Records Book 7449, Page 3171; Easement and Assignment Agreement by and between Katherine Wingard and Thomas Kirton, Co-Trustees of the Dorothy C. Kirton Living Trust of November 17, 2004 and American Tower Asset Sub, LLC recorded May 7, 2018 in Official Records Book 7542, Page 1047; and the Leasehold Mortgage, Fixture Filing and Assignment of Leases and Rents executed by American Tower Asset Sub, LLC, Mortgagor, in favor of American Tower Depositor Sub, LLC, Mortgagee, dated May 4, 2007, in the original principal amount of $1,750,000,000.00, recorded January 8, 2008 in Official Records Book 6176, Page 4867, as affected by the Assignment of Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3899; Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3913, and Second Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded in Official Records Book 8449, Page 151, of the Public Records of Volusia County, Florida. Such Agreement, as amended, establishes and provides for terms, conditions, fees, easements and obligations.

e. Unrecorded Lease Agreement by and between American Tower Asset Sub, LLC, Lessor, and New Cingular Wireless PCS, LLC, Lessee, dated November 25, 2008, as evidenced by that certain Memorandum of Lease recorded June 26, 2009, in Official Records Book 6368, Page 1599; together with and as affected by the Disclaimer of Interest of New Cingular Wireless PCS, LLC recorded January 18, 2017 in Official Records Book 7349, Page 4753, and the Leasehold Mortgage, Fixture Filing and Assignment of Leases and Rents executed by American Tower Asset Sub, LLC, Mortgagor, in favor of American Tower Depositor Sub, LLC, Mortgagee, dated May 4, 2007, in the original principal amount of $1,750,000,000.00, recorded January 8, 2008 in Official Records Book 6176, Page 4867, as affected by the Assignment of Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3899; Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded February 10, 2010 in Official Records Book 6444, Page 3913, and Second Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents recorded in Official Records Book 8449, Page 151, of the Public Records of Volusia County, Florida.

f. Memorandum of Lease recorded June 30, 2014, in Official Records Book 7005, Page 121, of the Public Records of Volusia County, Florida.

g. Memorandum of Lease recorded June 30, 2014, in Official Records Book 7005, Page 180, of the Public Records of Volusia County, Florida.

h. Ordinance No. 18-379 Annexing Property into the City of Daytona recorded November 9, 2018 in Official Records Book 7621, Page 946, of the Public Records of Volusia County, Florida.

i. Notice of Establishment of the Waypointe Community Development District recorded in Official Records Book 8373, Page 3264, of the Public Records of Volusia County, Florida.

j. Waypointe Planned District Agreement recorded in Official Records Book 8445, Page 4720, of the Public Records of Volusia County, Florida.

k. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1514, of the Public Records of Volusia County, Florida.

l. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1526, of the Public Records of Volusia County, Florida.

m. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1538, of the Public Records of Volusia County, Florida.

n. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1550, of the Public Records of Volusia County, Florida.

o. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1562, of the Public Records of Volusia County, Florida.

p. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the memorandum of Lease recorded in Official Records Book 8426, Page 1574, of the Public Records of Volusia County, Florida.

q. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1586, of the Public Records of Volusia County, Florida.

r. Unrecorded Lease Agreement by and between Myron S. Kirton Living Trust (Lessor) and Outfront Media, LLC, a Delaware limited liability company (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 8426, Page 1598, of the Public Records of Volusia County, Florida.

s. Memorandum of Agreement by and between BF-KL Waypointe LLC, a Delaware limited liability company and Pulte Home Company, LLC, a Michigan limited liability company recorded January 5, 2024 in Official Records Book 8503, Page 4521, Public Records of Volusia County, Florida.

t. Waypointe Proportionate Fair Share Parent Tract Agreement recorded June 13, 2024 in Official Records Book 8569, Page 969, Public Records of Volusia County, Florida.

u. Community Declaration for Waypointe recorded October 29, 2024 in Official Records Book 8625, Page 211, Public Records of Volusia County, Florida.

v. Waypointe Community Development District Initial Declaration of Consent recorded November 22, 2024 in Official Records Book 8635, Page 2333, Public Records of Volusia County, Florida.

w. Notice of Commencement recorded November 26, 2024 in Official Records Book 8636, Page 2228, Public Records of Volusia County, Florida.

CERTIFICATE OF ACCEPTANCE:

of the Waypoint Community Development District
The dedication to Waypoint Community Development District, a local unit of special purposes government, created pursuant to Chapter 190, Florida Statutes, was accepted at an open meeting of the Waypoint Community Development District by their Board of Supervisors this _____ day of _____ 2024 and hereby consents to and joins in the recording of this instrument and the dedications shown hereon.

Witness: _____ Witness: _____

Chairman _____ Print Name_____ Print Name: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF _____))SS:

I hereby certify on this ____ day of _____, 2024, before me personally appeared by means of physical presence _____, known to me or who has produced _____ as identification, who has identified himself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.
Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

_____
Notary Public, State of Florida at Large
(Printed Name of Notary)

My commission expires:
Commission Number:

SURVEYOR'S CERTIFICATION:

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the land being subdivided; that this plat was prepared under my direction and supervision; that this plat complies with all the requirements of Chapter 177, Part I, Florida Statutes; that permanent reference monuments (PRMs) were set on the ____day of _____, 2024, as shown hereon; and that permanent control points (PCPs) and corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

_____
David Maxwell, (License No. LS7311)
Florida Professional Surveyor
and Mapper GeoPoint Surveying, Inc.
528 Northlake Blvd., Ste. 1040,
Altamonte Springs, Florida 32701
Licensed Business Number LB7768

GeoPoint Surveying, Inc.
528 Northlake Blvd. Ste 1040
Altamonte Springs, Florida 32701
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

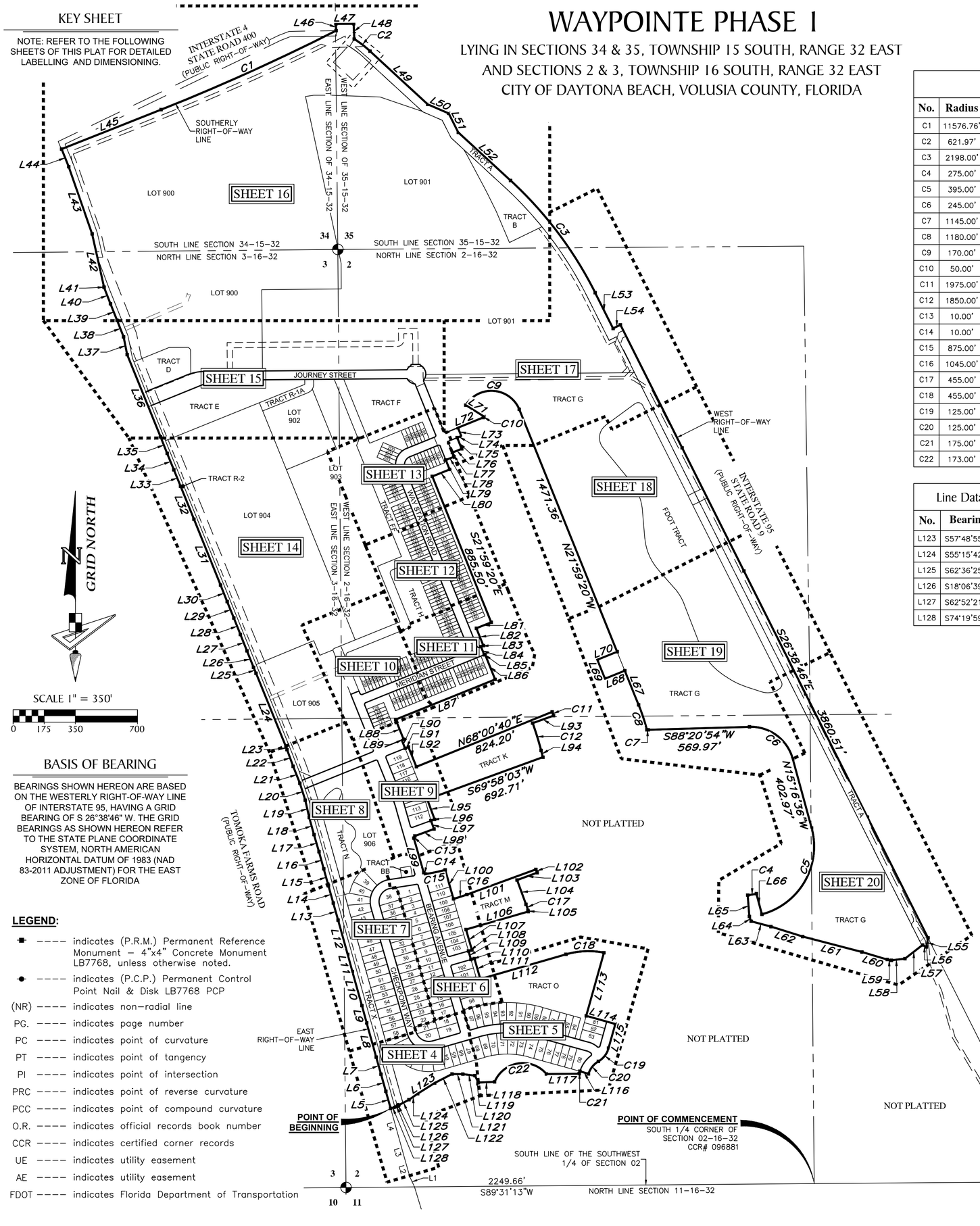
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING.



BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, HAVING A GRID BEARING OF S 26°38'46" W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA

LEGEND:

- ●---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ●---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
- PT ---- indicates point of tangency
- PI ---- indicates point of intersection
- PRC ---- indicates point of reverse curvature
- PCC ---- indicates point of compound curvature
- O.R. ---- indicates official records book number
- CCR ---- indicates certified corner records
- UE ---- indicates utility easement
- AE ---- indicates utility easement
- FDOT ---- indicates Florida Department of Transportation

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C1	11576.76'	1081.82'	5°21'15"	N65°42'10"E	1081.43'
C2	621.97'	111.39'	10°15'40"	S52°30'47"E	111.24'
C3	2198.00'	795.49'	20°44'10"	S37°00'52"E	791.15'
C4	275.00'	49.80'	10°22'35"	N80°19'11"E	49.73'
C5	395.00'	623.28'	90°24'29"	N29°55'39"E	560.60'
C6	245.00'	326.58'	76°22'30"	N53°27'51"W	302.94'
C7	1145.00'	7.77'	0°23'20"	S88°09'14"W	7.77'
C8	1180.00'	148.26'	7°11'57"	N18°23'22"W	148.17'
C9	170.00'	371.61'	125°14'41"	N85°28'46"W	301.92'
C10	50.00'	6.97'	7°58'57"	S27°54'25"W	6.96'
C11	1975.00'	22.42'	0°39'02"	S19°58'37"E	22.42'
C12	1850.00'	160.95'	4°59'05"	S17°09'33"E	160.90'
C13	10.00'	15.02'	86°02'02"	S26°57'02"W	13.64'
C14	10.00'	14.35'	82°13'27"	S57°10'43"E	13.15'
C15	875.00'	111.72'	7°18'55"	N78°03'06"E	111.64'
C16	1045.00'	79.37'	4°21'06"	N72°08'36"E	79.35'
C17	455.00'	36.02'	4°32'07"	S17°45'54"E	36.01'
C18	455.00'	215.75'	27°10'05"	N87°31'03"E	213.73'
C19	125.00'	96.07'	44°02'06"	S37°39'29"W	93.72'
C20	125.00'	91.97'	42°09'29"	S38°35'47"W	89.91'
C21	175.00'	14.79'	4°50'27"	S15°05'50"W	14.78'
C22	173.00'	352.22'	116°39'07"	S81°23'57"W	294.46'

Line Data Table		
No.	Bearing	Length
L123	S57°48'55"W	113.37'
L124	S55°15'42"W	59.20'
L125	S62°36'25"W	68.26'
L126	S18°06'39"W	1.37'
L127	S62°52'21"W	20.40'
L128	S74°19'59"W	25.00'

TRACT AREA TABLE	
TRACT NAME	ACRES
TRACT A	7.046±
TRACT B	1.376±
TRACT BB	0.077±
TRACT C	1.213±
TRACT CC	0.088±
TRACT D	0.034±
TRACT E	3.160±
TRACT EE	1.139±
TRACT F	2.725±
FDOT TRACT	11.680±
TRACT FF	3.039±
TRACT G	40.295±
TRACT GG	1.369±
TRACT H	3.303±
TRACT HH	0.317±
TRACT K	3.577±
TRACT M	1.812±
TRACT N	1.515±
TRACT NN	2.101±
TRACT O	3.933±
TRACT R-1	2.820±
TRACT R-1A	0.382±
TRACT R-1B	2.696±
TRACT R-1C	5.957±
TRACT R-2	2.454±
TRACT X	2.135±
LOT 900	44.679±
LOT 901	44.503±
LOT 902	2.490±
LOT 903	9.983±
LOT 904	18.174±
LOT 905	7.061±
LOT 906	4.300±

Line Data Table		
No.	Bearing	Length
L1	N24°56'43"W	62.52'
L2	N15°58'57"W	99.95'
L3	N15°28'00"W	100.11'
L4	N15°34'52"W	199.94'
L5	N15°45'11"W	100.00'
L6	N15°41'45"W	100.06'
L7	N15°45'11"W	99.94'
L8	N15°34'52"W	200.00'
L9	N15°24'34"W	100.06'
L10	N15°34'52"W	199.94'
L11	N15°21'07"W	100.00'
L12	N15°34'52"W	200.00'
L13	N15°48'37"W	100.06'
L14	N15°41'45"W	99.94'
L15	N15°28'00"W	100.00'
L16	N15°34'52"W	100.00'
L17	N16°09'16"W	99.95'
L18	N15°34'52"W	100.00'
L19	N13°00'22"W	100.16'
L20	N17°35'13"W	100.00'
L21	N21°41'43"W	102.75'
L22	N20°04'43"W	100.06'
L23	N20°33'36"W	17.90'
L24	N22°10'21"W	446.01'
L25	N22°31'38"W	36.10'
L26	N21°47'48"W	100.00'
L27	N21°53'51"W	99.29'
L28	N21°40'08"W	99.41'
L29	N22°01'33"W	100.00'
L30	N21°47'48"W	100.00'
L31	N22°01'33"W	400.00'
L32	N22°04'59"W	199.94'
L33	N22°15'18"W	100.06'
L34	N22°04'59"W	100.00'
L35	N21°51'14"W	99.94'
L36	N22°04'59"W	500.00'
L37	N11°19'52"W	101.84'
L38	N21°37'29"W	100.00'
L39	N21°40'56"W	100.00'
L40	N21°13'24"W	99.95'
L41	N22°04'59"W	0.84'
L42	N12°35'16"W	306.96'
L43	N19°11'16"W	400.50'
L44	N22°03'01"W	107.00'
L45	N68°22'47"E	601.96'
L46	N02°20'45"W	38.00'
L47	N89°39'15"E	100.00'
L48	S02°20'45"E	86.63'
L49	S47°22'57"E	441.60'
L50	S66°39'23"E	128.72'
L51	S26°38'47"E	120.00'
L52	S47°22'57"E	399.96'
L53	S26°38'47"E	225.00'
L54	N63°21'14"E	45.98'
L55	S09°41'53"W	52.24'
L56	N61°48'15"W	24.47'
L57	S52°10'25"W	126.06'
L58	S83°14'33"W	76.67'
L59	N79°34'19"W	24.20'
L60	N73°29'26"W	148.45'
L61	N75°23'11"W	344.36'

Line Data Table		
No.	Bearing	Length
L62	N72°32'25"W	187.15'
L63	N75°00'17"W	115.59'
L64	N19°41'58"W	28.99'
L65	N04°29'32"W	120.00'
L66	S14°52'07"E	120.00'
L67	N21°59'20"W	207.34'
L68	S68°00'40"W	120.00'
L69	N21°59'20"W	115.00'
L70	N68°00'40"E	120.00'
L71	S58°06'06"E	120.00'
L72	S68°00'40"W	153.83'
L73	S21°59'20"E	50.00'
L74	S68°00'40"W	25.00'
L75	S21°59'20"E	68.05'
L76	S68°00'40"W	56.48'
L77	S21°59'20"E	24.91'
L78	S68°00'40"W	50.00'
L79	S21°59'20"E	57.11'
L80	S68°00'40"W	105.00'
L81	S68°00'40"W	90.00'
L82	S21°59'20"E	105.00'
L83	S68°00'40"W	15.00'
L84	S21°59'20"E	50.00'
L85	N68°00'40"E	5.13'
L86	S21°59'20"E	151.18'
L87	S68°00'40"W	603.72'
L88	S21°59'20"E	120.00'
L89	S68°00'40"W	11.33'
L90	S21°59'20"E	50.00'
L91	N68°00'40"E	20.00'
L92	S21°59'20"E	120.00'
L93	S70°20'54"W	125.00'
L94	S15°35'10"E	39.24'
L95	S20°01'57"E	120.00'
L96	S69°58'03"W	21.71'
L97	S20°01'57"E	50.00'
L98	S69°58'03"W	114.42'
L99	S16°03'59"E	202.38'
L100	S16°03'59"E	170.00'
L101	N69°58'03"E	413.31'
L102	S20°01'57"E	19.90'
L103	S69°58'03"W	120.00'
L104	S20°01'57"E	145.97'
L105	S15°29'50"E	6.65'
L106	S73°56'01"W	364.39'
L107	S16°03'59"E	120.00'
L108	S73°56'01"W	20.00'
L109	S16°03'59"E	50.00'
L110	N73°56'01"E	20.03'
L111	S16°03'59"E	120.00'
L112	N73°56'01"E	501.97'
L113	S15°38'26"W	368.87'
L114	S74°21'34"E	170.00'
L115	S15°38'26"W	141.76'
L116	N72°28'57"W	50.00'
L117	S89°31'13"W	185.31'
L118	S87°25'34"W	91.65'
L119	N26°00'26"W	43.59'
L120	N82°56'00"W	68.61'
L121	N89°28'12"W	60.77'
L122	S62°38'16"W	110.07'

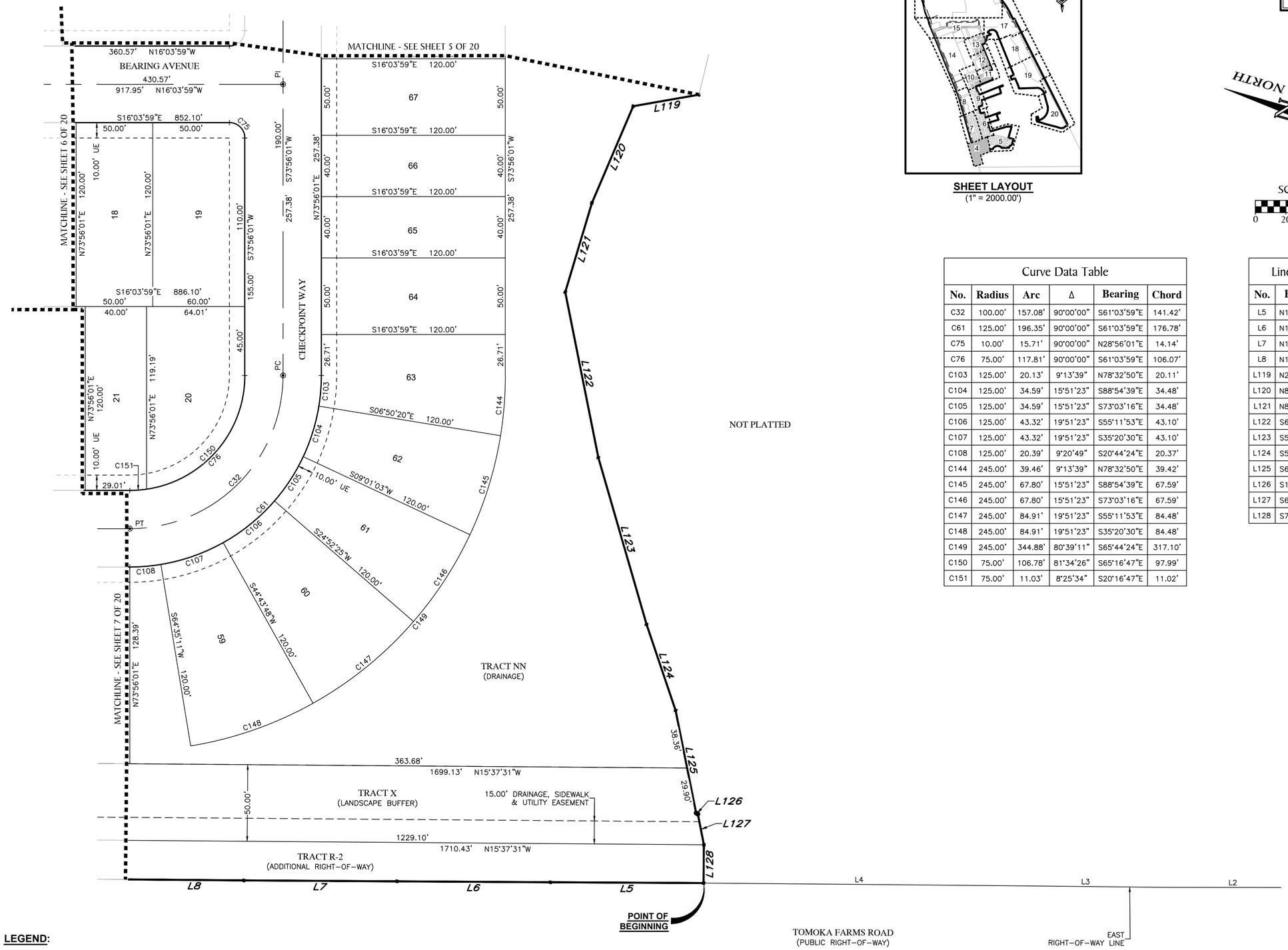
GeoPoint Surveying, Inc.
528 Northlake Blvd. Ste 1040
Altamonte Springs, Florida 32701
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

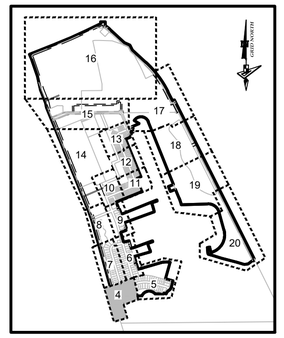
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS





SHEET LAYOUT
(1" = 2000.00')

SCALE 1" = 40'

0 20 40 80

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C32	100.00'	157.08'	90°00'00"	S61°03'59"E	141.42'
C61	125.00'	196.35'	90°00'00"	S61°03'59"E	176.78'
C75	10.00'	15.71'	90°00'00"	N28°56'01"E	14.14'
C76	75.00'	117.81'	90°00'00"	S61°03'59"E	106.07'
C103	125.00'	20.13'	9°13'39"	N78°32'50"E	20.11'
C104	125.00'	34.59'	15°51'23"	S88°54'39"E	34.48'
C105	125.00'	34.59'	15°51'23"	S73°03'16"E	34.48'
C106	125.00'	43.32'	19°51'23"	S55°11'53"E	43.10'
C107	125.00'	43.32'	19°51'23"	S35°20'30"E	43.10'
C108	125.00'	20.39'	9°20'49"	S20°44'24"E	20.37'
C144	245.00'	39.46'	9°13'39"	N78°32'50"E	39.42'
C145	245.00'	67.80'	15°51'23"	S88°54'39"E	67.59'
C146	245.00'	67.80'	15°51'23"	S73°03'16"E	67.59'
C147	245.00'	84.91'	19°51'23"	S55°11'53"E	84.48'
C148	245.00'	84.91'	19°51'23"	S35°20'30"E	84.48'
C149	245.00'	344.88'	80°39'11"	S65°44'24"E	317.10'
C150	75.00'	106.78'	81°34'26"	S65°16'47"E	97.99'
C151	75.00'	11.03'	8°25'34"	S20°16'47"E	11.02'

Line Data Table		
No.	Bearing	Length
L5	N15°45'11"W	100.00'
L6	N15°41'45"W	100.06'
L7	N15°45'11"W	99.94'
L8	N15°34'52"W	200.00'
L119	N26°00'26"W	43.59'
L120	N82°56'00"W	68.61'
L121	N89°28'12"W	60.77'
L122	S62°38'16"W	110.07'
L123	S57°48'55"W	113.37'
L124	S55°15'42"W	59.20'
L125	S62°36'25"W	68.26'
L126	S18°06'39"W	1.37'
L127	S62°52'21"W	20.40'
L128	S74°19'59"W	25.00'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
- PT ---- indicates point of tangency
- PI ---- indicates point of intersection
- PRC ---- indicates point of reverse curvature
- PCC ---- indicates point of compound curvature
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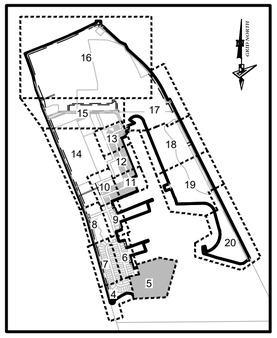
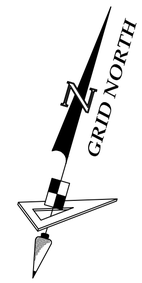
MAP BOOK PAGE NO.



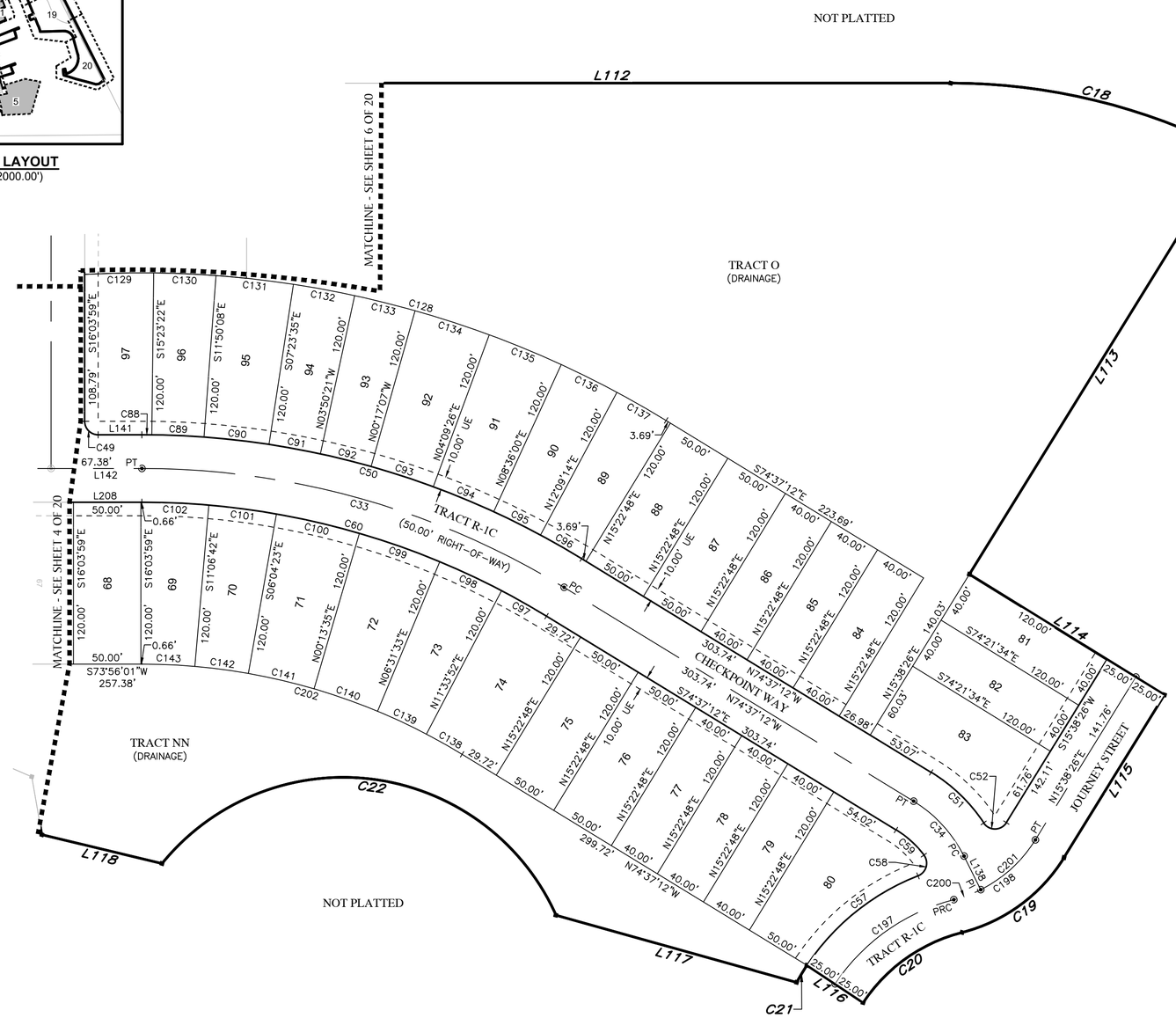
SHEET LAYOUT
(1" = 2000.00')

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SCALE 1" = 40'

0 10 20 40



Line Data Table		
No.	**Bearing**	**Length**
L112	N73°56'01"E	501.97'
L113	S15°38'26"W	368.87'
L114	S74°21'34"E	170.00'
L115	S15°38'26"W	141.76'
L116	N72°28'57"W	50.00'
L117	S89°31'13"W	185.31'
L118	S87°25'34"W	91.65'
L138	S42°33'24"E	27.82'
L141	S73°56'01"W	32.38'
L142	S73°56'01"W	257.38'
L208	N73°56'01"E	257.38'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C131	745.00'	57.77'	4°26'34"	S80°23'09"W	57.75'
C132	745.00'	46.21'	3°33'14"	S84°23'02"W	46.20'
C133	745.00'	46.21'	3°33'14"	S87°56'16"W	46.20'
C134	745.00'	57.77'	4°26'34"	N88°03'50"W	57.75'
C135	745.00'	57.77'	4°26'34"	N83°37'17"W	57.75'
C136	745.00'	46.21'	3°33'14"	N79°37'23"W	46.20'
C137	745.00'	41.95'	3°13'34"	N76°13'59"W	41.94'
C138	455.00'	30.30'	3°48'56"	N76°31'40"W	30.29'
C139	455.00'	40.01'	5°02'19"	N80°57'17"W	40.00'
C140	455.00'	50.03'	6°17'58"	N86°37'26"W	50.00'
C141	455.00'	50.03'	6°17'58"	S87°04'36"W	50.00'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C142	455.00'	40.01'	5°02'19"	S81°24'28"W	40.00'
C143	455.00'	39.35'	4°57'18"	S76°24'40"W	39.34'
C197	150.00'	110.37'	42°09'29"	N38°35'47"E	107.90'
C198	100.00'	76.86'	44°02'06"	N37°39'29"E	74.98'
C200	100.00'	21.35'	12°13'56"	N53°33'34"E	21.31'
C201	100.00'	55.51'	31°48'10"	N31°32'31"E	54.80'
C202	455.00'	249.72'	31°26'47"	S89°39'24"W	246.60'

LEGEND:

- ●—— indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
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- AE —— indicates utility easement
- FDOT —— indicates Florida Department of Transportation

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C18	455.00'	215.75'	27°10'05"	N87°31'03"E	213.73'
C19	125.00'	96.07'	44°02'06"	S37°39'29"W	93.72'
C20	125.00'	91.97'	42°09'29"	S38°35'47"W	89.91'
C21	175.00'	14.79'	4°50'27"	S15°05'50"W	14.78'
C22	173.00'	352.22'	116°39'07"	S81°23'57"W	294.46'
C33	600.00'	329.31'	31°26'47"	S89°39'24"W	325.19'
C34	100.00'	55.96'	32°03'48"	S58°35'18"E	55.23'
C49	10.00'	15.71'	90°00'00"	S61°03'59"E	14.14'
C50	625.00'	343.03'	31°26'47"	S89°39'24"W	338.74'
C51	125.00'	54.40'	24°56'06"	N62°09'09"W	53.97'
C52	10.00'	20.01'	114°40'28"	N72°58'40"E	16.84'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C57	175.00'	107.35'	35°08'49"	S35°05'27"W	105.67'
C58	10.00'	18.49'	105°56'15"	N00°18'16"W	15.97'
C59	75.00'	27.94'	21°20'49"	N63°56'48"W	27.78'
C60	575.00'	315.59'	31°26'47"	S89°39'24"W	311.64'
C88	625.00'	7.39'	0°40'38"	S74°16'20"W	7.39'
C89	625.00'	38.77'	3°33'14"	S76°23'15"W	38.76'
C90	625.00'	48.46'	4°26'34"	S80°23'09"W	48.45'
C91	625.00'	38.77'	3°33'14"	S84°23'02"W	38.76'
C92	625.00'	38.77'	3°33'14"	S87°56'16"W	38.76'
C93	625.00'	48.46'	4°26'34"	N88°03'50"W	48.45'
C94	625.00'	48.46'	4°26'34"	N83°37'17"W	48.45'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C95	625.00'	38.77'	3°33'14"	N79°37'23"W	38.76'
C96	625.00'	35.19'	3°13'34"	N76°13'59"W	35.19'
C97	575.00'	38.29'	3°48'56"	N76°31'40"W	38.28'
C98	575.00'	50.57'	5°02'19"	N80°57'17"W	50.55'
C99	575.00'	63.22'	6°17'58"	N86°37'26"W	63.19'
C100	575.00'	63.22'	6°17'58"	S87°04'36"W	63.19'
C101	575.00'	50.57'	5°02'19"	S81°24'28"W	50.55'
C102	575.00'	49.73'	4°57'18"	S76°24'40"W	49.71'
C128	745.00'	451.29'	34°42'27"	S88°01'35"W	444.42'
C129	745.00'	51.20'	3°56'17"	S72°38'30"W	51.19'
C130	745.00'	46.21'	3°33'14"	S76°23'15"W	46.20'

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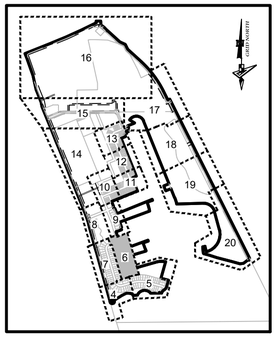
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

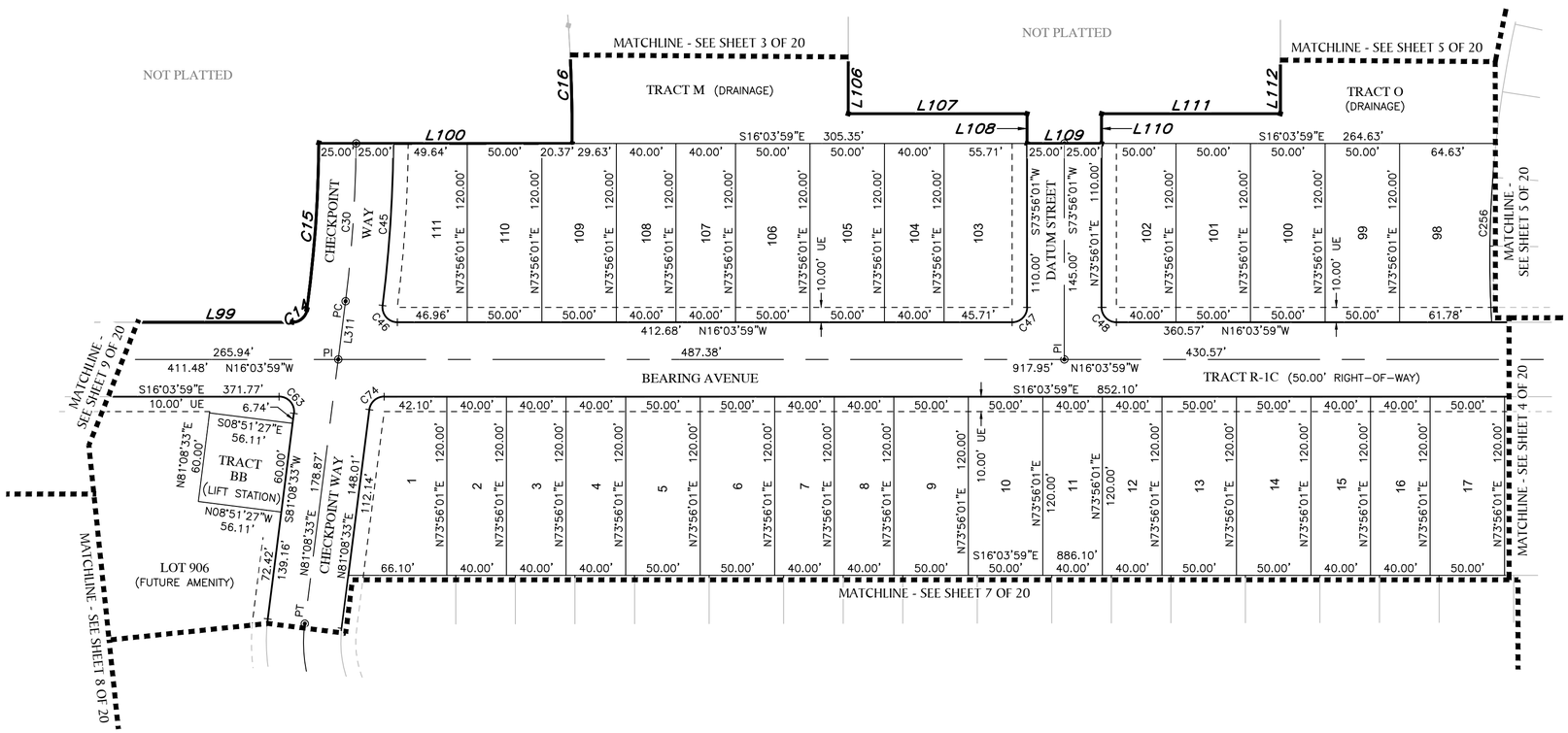
SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 60'
0 30 60 120



LEGEND:

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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C14	10.00'	14.35'	82°13'27"	S57°10'43"E	13.15'
C15	875.00'	111.72'	7°18'55"	N78°03'06"E	111.64'
C30	900.00'	106.21'	6°45'42"	N77°45'43"E	106.15'
C45	925.00'	109.05'	6°45'18"	N77°44'48"E	108.99'
C46	10.00'	16.96'	97°11'26"	S32°31'44"W	15.00'
C47	10.00'	15.71'	90°00'00"	S61°03'59"E	14.14'
C48	10.00'	15.71'	90°00'00"	S28°56'01"W	14.14'
C63	10.00'	16.97'	97°12'32"	N32°32'17"E	15.00'
C74	10.00'	14.45'	82°47'28"	N57°27'43"W	13.23'
C256	745.00'	120.16'	9°14'29"	S75°17'36"W	120.03'

Line Data Table

No.	Bearing	Length
L99	S16°03'59"E	202.38'
L100	S16°03'59"E	170.00'
L106	S73°56'01"W	364.39'
L107	S16°03'59"E	120.00'
L108	S73°56'01"W	20.00'
L109	S16°03'59"E	50.00'
L110	N73°56'01"E	20.03'
L111	S16°03'59"E	120.00'
L112	N73°56'01"E	501.97'
L311	N81°08'33"E	39.40'

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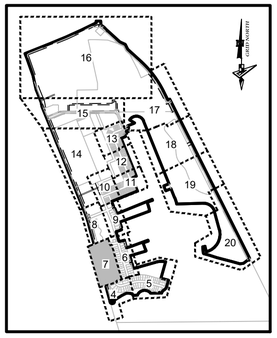
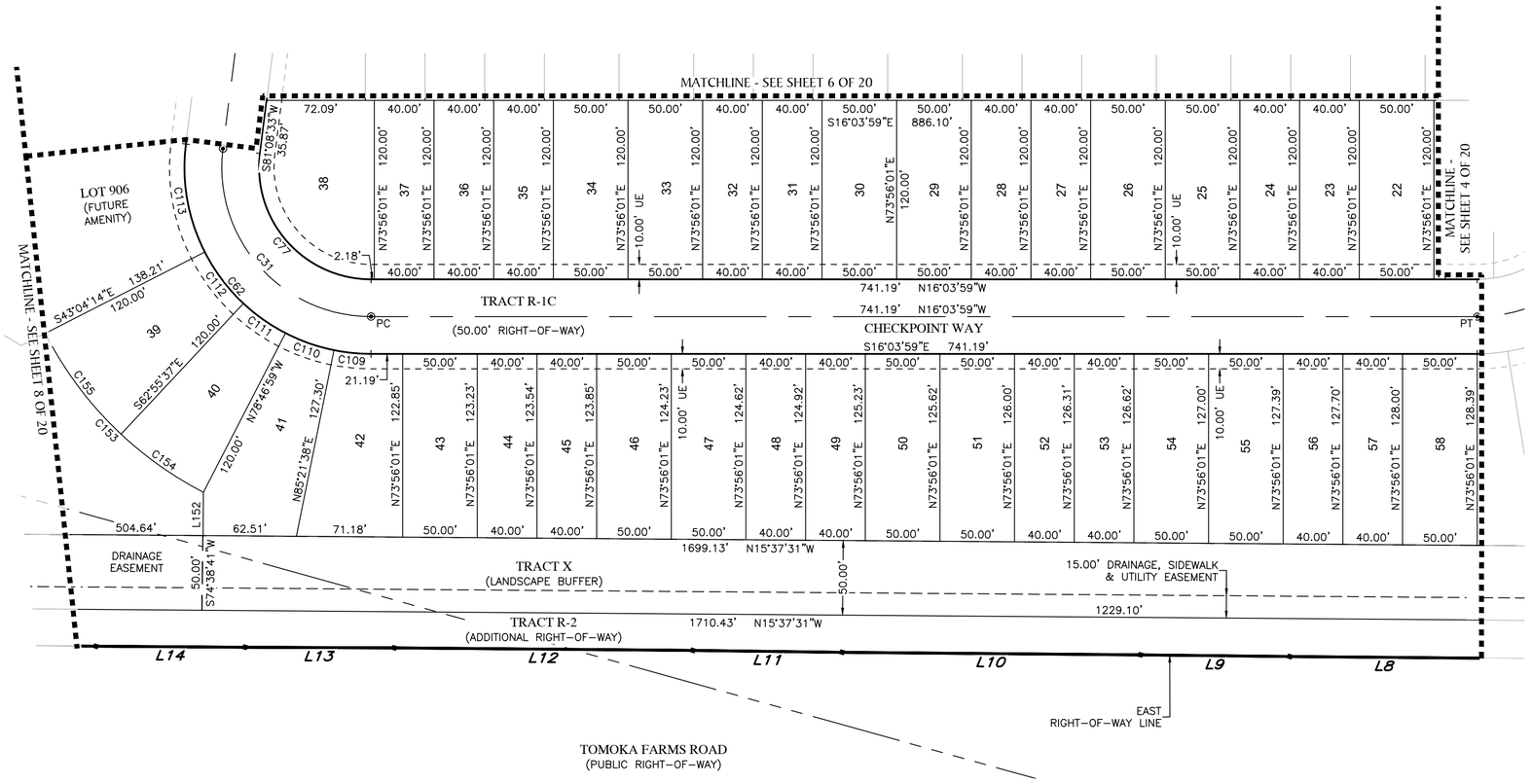


SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 60'
0 30 60 120



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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C31	100.00'	169.66'	97°12'32"	S32°32'17"W	150.03'
C62	125.00'	212.08'	97°12'32"	S32°32'17"W	187.54'
C77	75.00'	127.25'	97°12'32"	S32°32'17"W	112.52'
C109	125.00'	24.93'	11°25'37"	S10°21'11"E	24.89'
C110	125.00'	34.59'	15°51'23"	S03°17'19"W	34.48'
C111	125.00'	34.59'	15°51'23"	S19°08'42"W	34.48'
C112	125.00'	43.32'	19°51'23"	S37°00'05"W	43.10'
C113	125.00'	74.64'	34°12'46"	S64°02'09"W	73.54'
C153	245.00'	152.71'	35°42'46"	S29°04'24"W	150.25'
C154	245.00'	67.80'	15°51'23"	S19°08'42"W	67.59'
C155	245.00'	84.91'	19°51'23"	S37°00'05"W	84.48'

Line Data Table

No.	Bearing	Length
L8	N15°34'52"W	200.00'
L9	N15°24'34"W	100.06'
L10	N15°34'52"W	199.94'
L11	N15°21'07"W	100.00'
L12	N15°34'52"W	200.00'
L13	N15°48'37"W	100.06'
L14	N15°41'45"W	99.94'
L152	S74°18'15"W	29.07'

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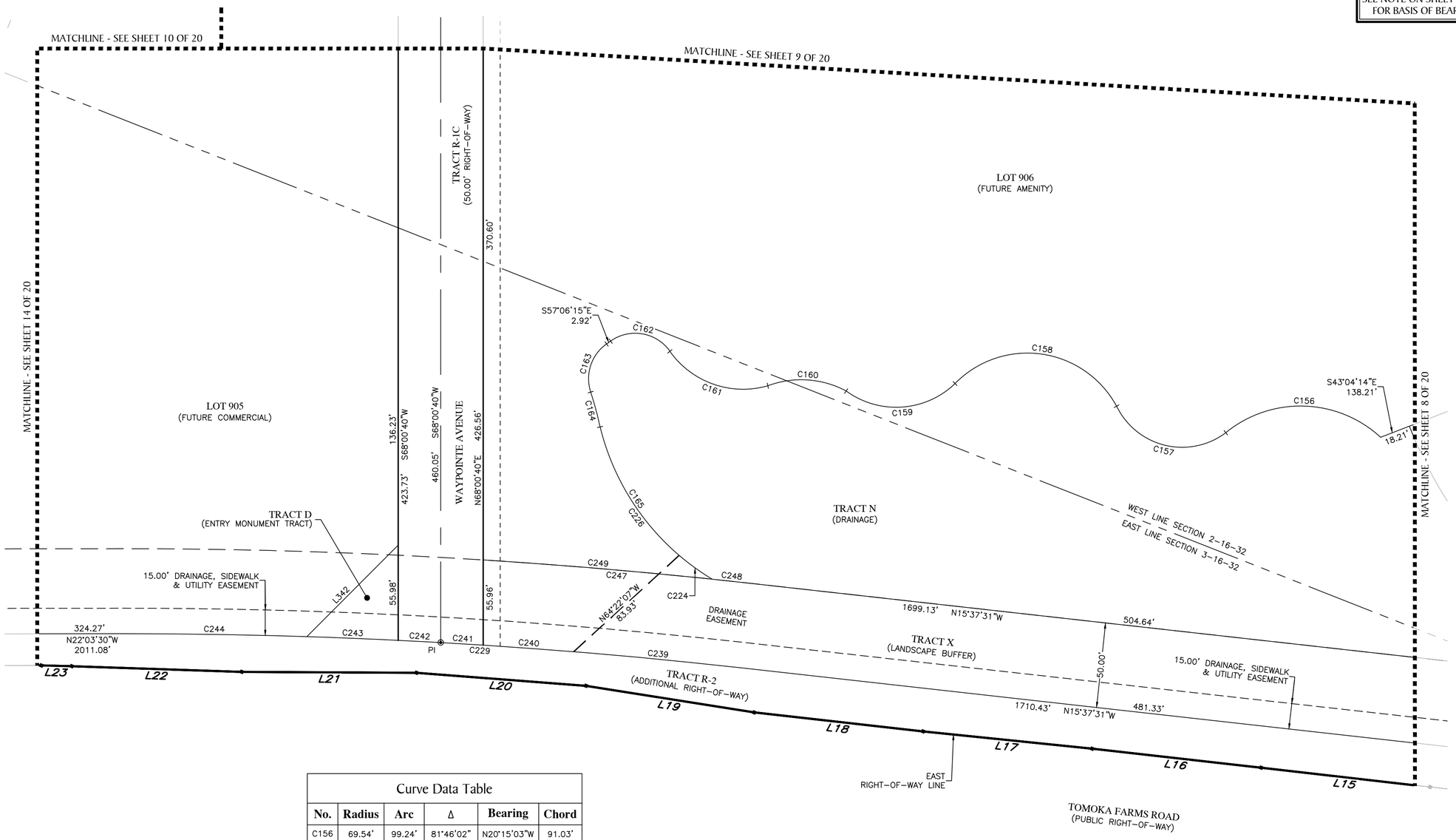

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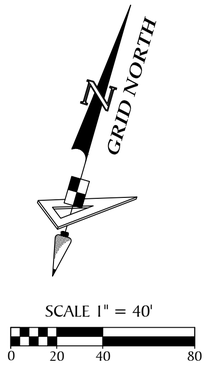
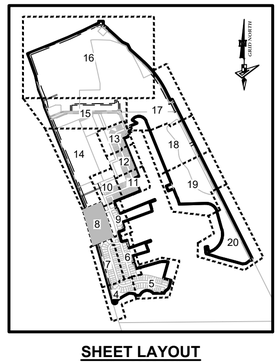
Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C156	69.54'	99.24'	81°46'02"	N20°15'03"W	91.03'
C157	42.74'	75.56'	101°17'11"	S08°23'58"E	66.10'
C158	59.65'	111.53'	107°07'25"	N14°00'00"W	95.98'
C159	49.96'	69.71'	79°57'04"	S25°55'36"E	64.19'
C160	56.12'	47.56'	48°33'19"	N18°10'04"W	46.15'
C161	52.78'	65.19'	70°46'05"	S02°38'13"E	61.12'
C162	25.00'	39.21'	89°51'05"	N12°10'43"W	35.31'
C163	25.00'	31.93'	73°10'37"	S86°18'26"W	29.80'
C164	182.88'	21.22'	6°38'57"	N53°02'37"E	21.21'
C165	144.51'	96.00'	38°03'45"	S35°14'46"W	94.24'
C224	144.51'	23.78'	9°25'49"	S13°48'00"W	23.76'
C226	144.51'	113.98'	45°11'34"	S31°40'52"W	111.05'
C229	3252.00'	365.13'	6°25'59"	N18°50'31"W	364.93'
C239	3252.00'	98.96'	1°44'37"	N16°29'50"W	98.96'
C240	3252.00'	53.37'	0°56'25"	N17°50'21"W	53.37'
C241	3252.00'	25.05'	0°26'29"	N18°31'48"W	25.05'
C242	3252.00'	25.03'	0°26'28"	N18°58'16"W	25.03'
C243	3252.00'	53.76'	0°56'50"	N19°39'55"W	53.76'
C244	3252.00'	108.95'	1°55'10"	N21°05'55"W	108.94'
C247	3302.00'	157.89'	2°44'23"	N16°59'43"W	157.88'
C248	3302.00'	22.91'	0°23'51"	N15°49'27"W	22.91'
C249	3302.00'	134.99'	2°20'32"	N17°11'38"W	134.98'

Line Data Table

No.	Bearing	Length
L15	N15°28'00"W	100.00'
L16	N15°34'52"W	100.00'
L17	N16°09'16"W	99.95'
L18	N15°34'52"W	100.00'
L19	N13°00'22"W	100.16'
L20	N17°35'13"W	100.00'
L21	N21°41'43"W	102.75'
L22	N20°04'43"W	100.06'
L23	N20°33'36"W	17.90'
L342	N67°02'03"W	76.03'





SHEET LAYOUT
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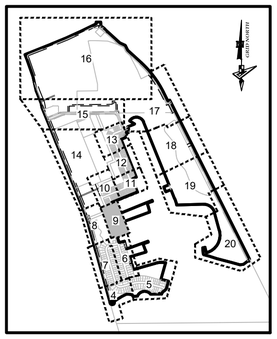

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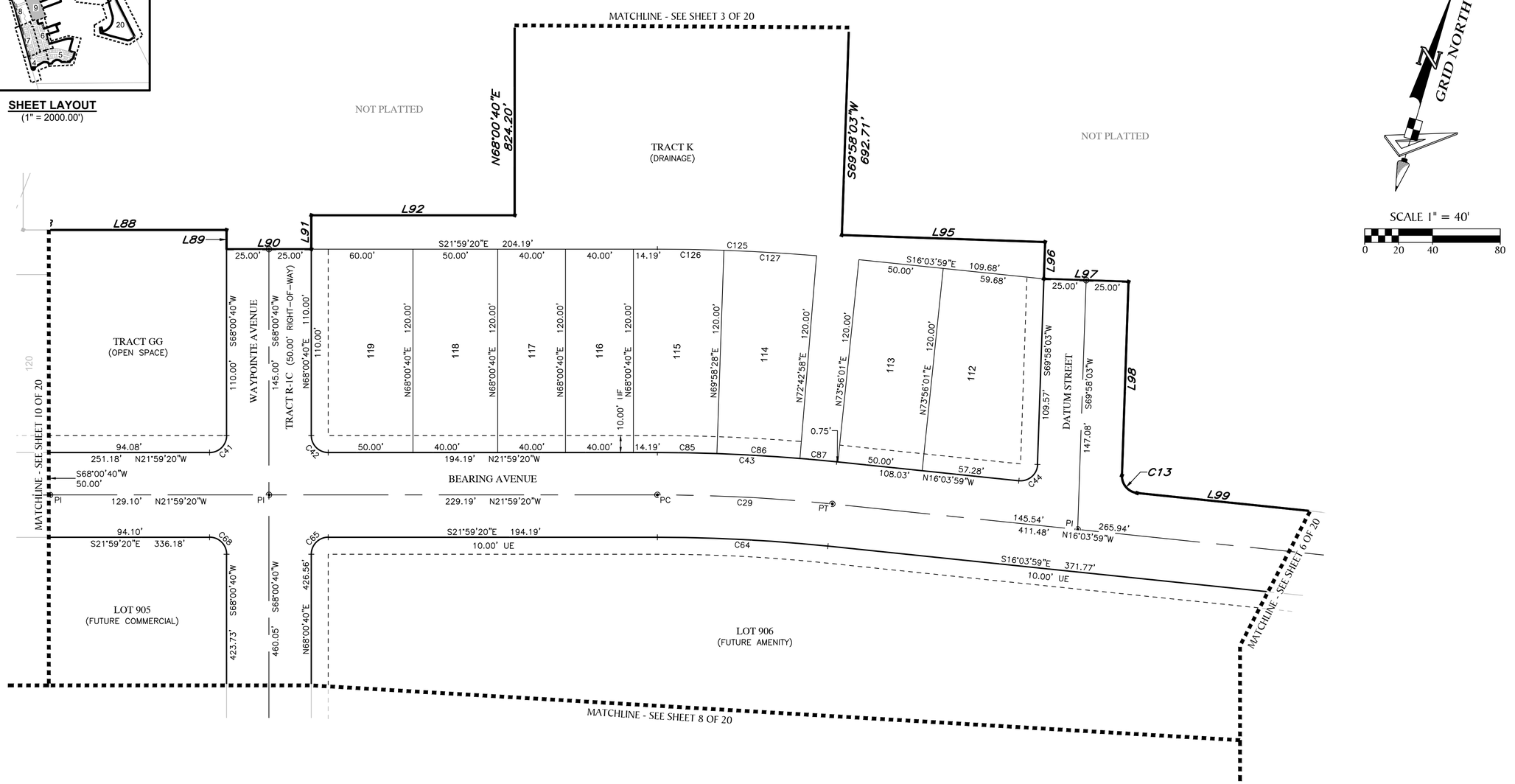

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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C13	10.00'	15.02'	86°02'02"	S26°57'02"W	13.64'
C29	1000.00'	103.37'	5°55'21"	N19°01'40"W	103.32'
C41	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C42	10.00'	15.71'	90°00'00"	S23°00'40"W	14.14'
C43	1025.00'	105.95'	5°55'21"	N19°01'40"W	105.90'
C44	10.00'	16.40'	93°57'58"	S63°02'58"E	14.62'
C64	975.00'	100.78'	5°55'21"	N19°01'40"W	100.74'
C65	10.00'	15.71'	90°00'00"	N66°59'20"W	14.14'
C68	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'
C85	1025.00'	35.13'	1°57'49"	N21°00'26"W	35.12'
C86	1025.00'	49.05'	2°44'30"	N18°39'17"W	49.04'
C87	1025.00'	21.78'	1°13'02"	N16°40'31"W	21.78'
C125	1145.00'	94.03'	4°42'19"	N19°38'11"W	94.00'
C126	1145.00'	39.24'	1°57'49"	N21°00'26"W	39.24'
C127	1145.00'	54.79'	2°44'30"	N18°39'17"W	54.78'

Line Data Table

No.	Bearing	Length
L88	S21°59'20"E	120.00'
L89	S68°00'40"W	11.33'
L90	S21°59'20"E	50.00'
L91	N68°00'40"E	20.00'
L92	S21°59'20"E	120.00'
L95	S20°01'57"E	120.00'
L96	S69°58'03"W	21.71'
L97	S20°01'57"E	50.00'
L98	S69°58'03"W	114.42'
L99	S16°03'59"E	202.38'

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SHEET 10 OF 20

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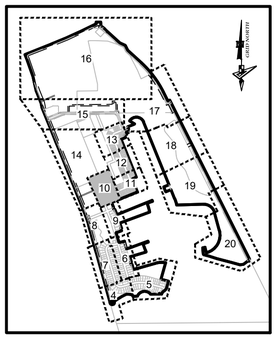
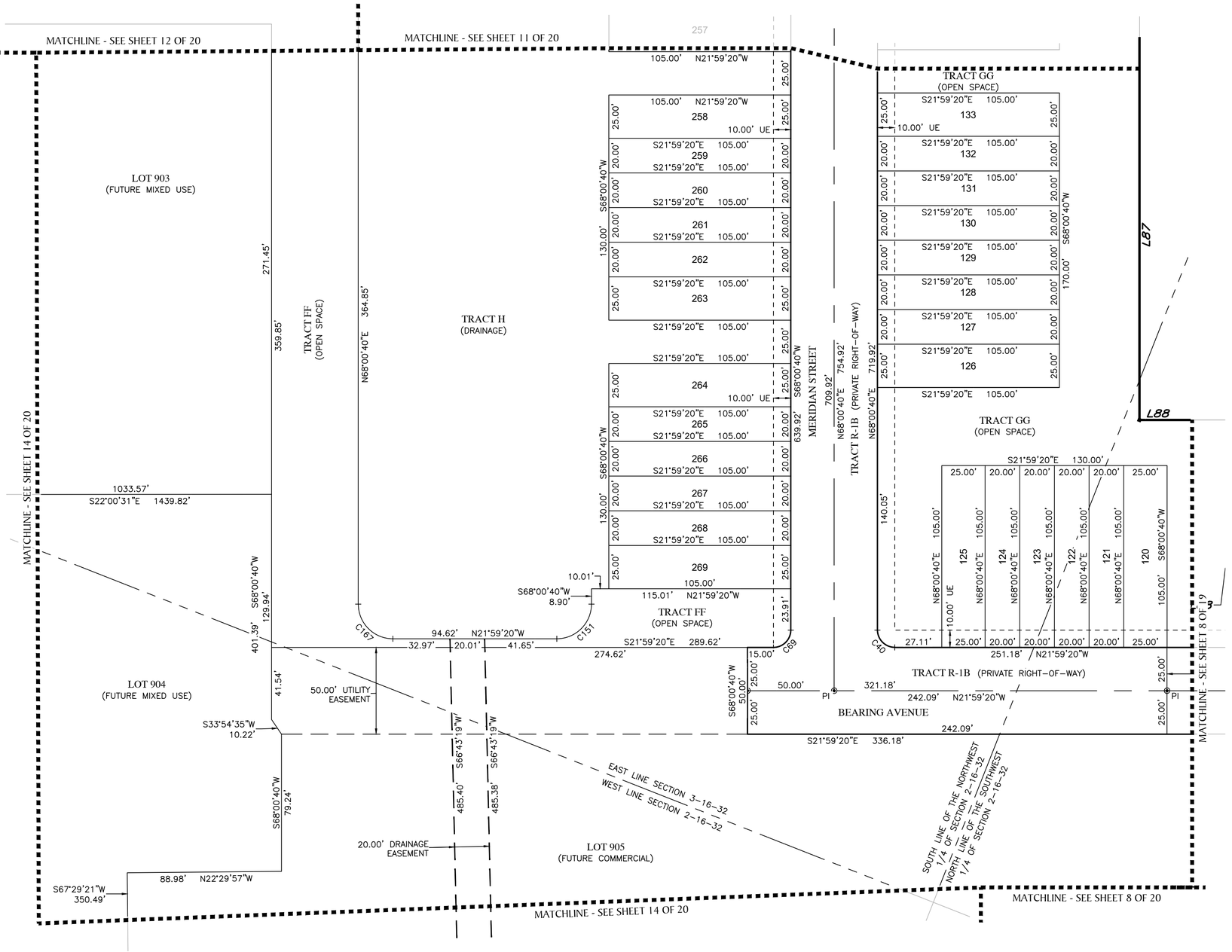


SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 40'
0 20 40 80



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Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C40	10.00'	15.71'	90°00'00"	S23°00'40"W	14.14'
C69	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C151	20.00'	31.42'	90°00'00"	S66°59'20"E	28.28'
C167	20.00'	31.42'	90°00'00"	S23°00'40"W	28.28'

Line Data Table		
No.	**Bearing**	**Length**
L87	S68°00'40"W	603.72'
L88	S21°59'20"E	120.00'

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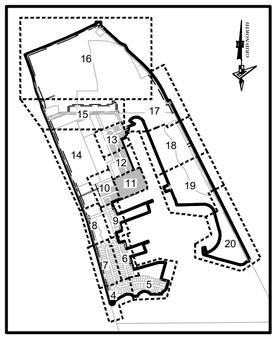

SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 80'
0 40 80 160

Line Data Table		
No.	**Bearing**	**Length**
L81	S68°00'40"W	90.00'
L82	S21°59'20"E	105.00'
L83	S68°00'40"W	15.00'
L84	S21°59'20"E	50.00'
L85	N68°00'40"E	5.13'
L86	S21°59'20"E	151.18'
L87	S68°00'40"W	603.72'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C168	20.00'	31.42'	90°00'00"	N23°00'40"E	28.28'
C621	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C622	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'

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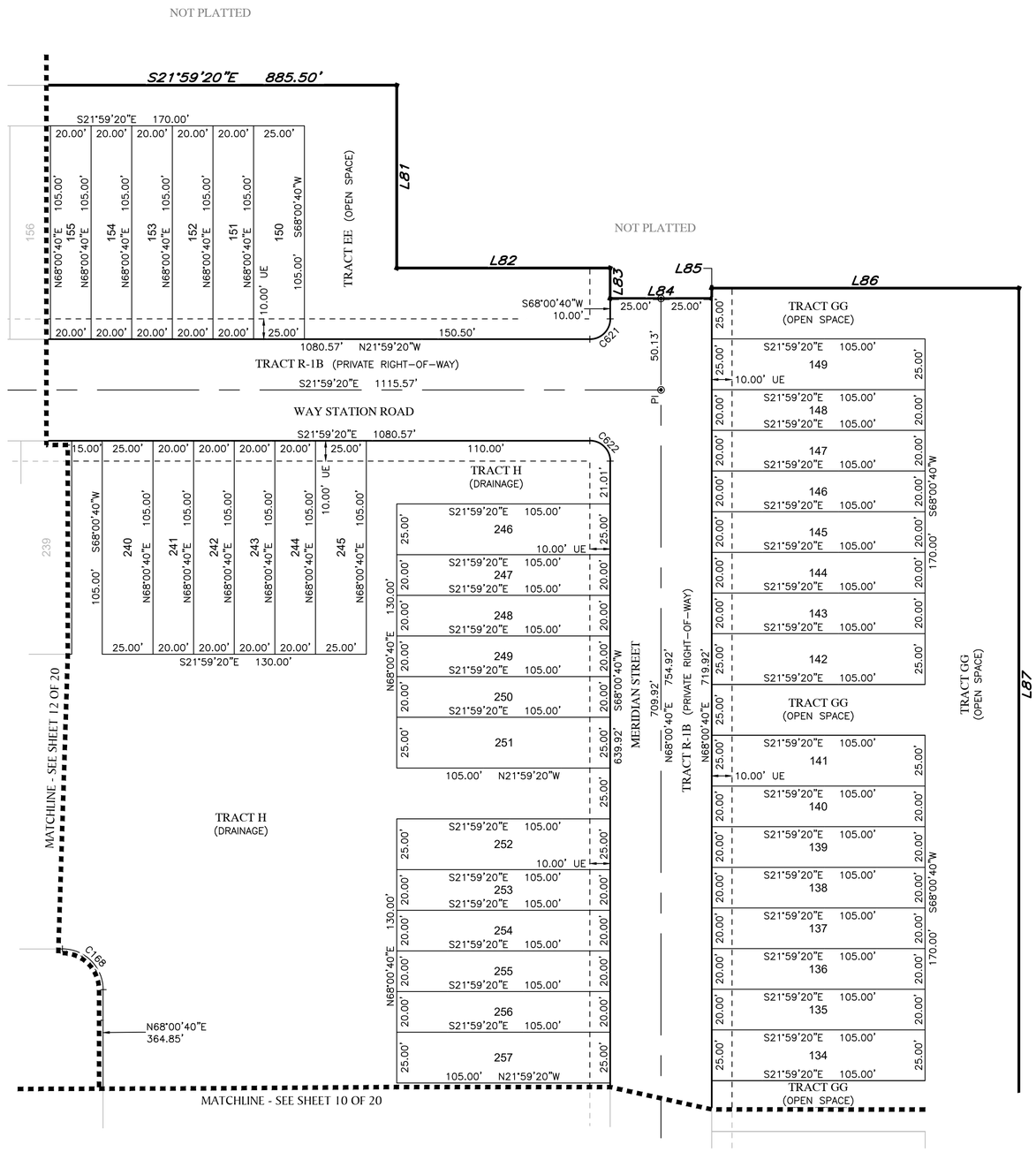

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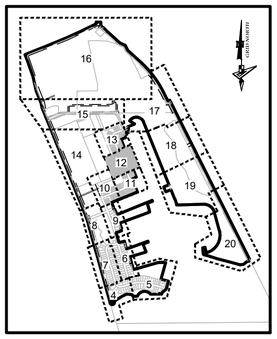
Licensed Business Number LB 7768

WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



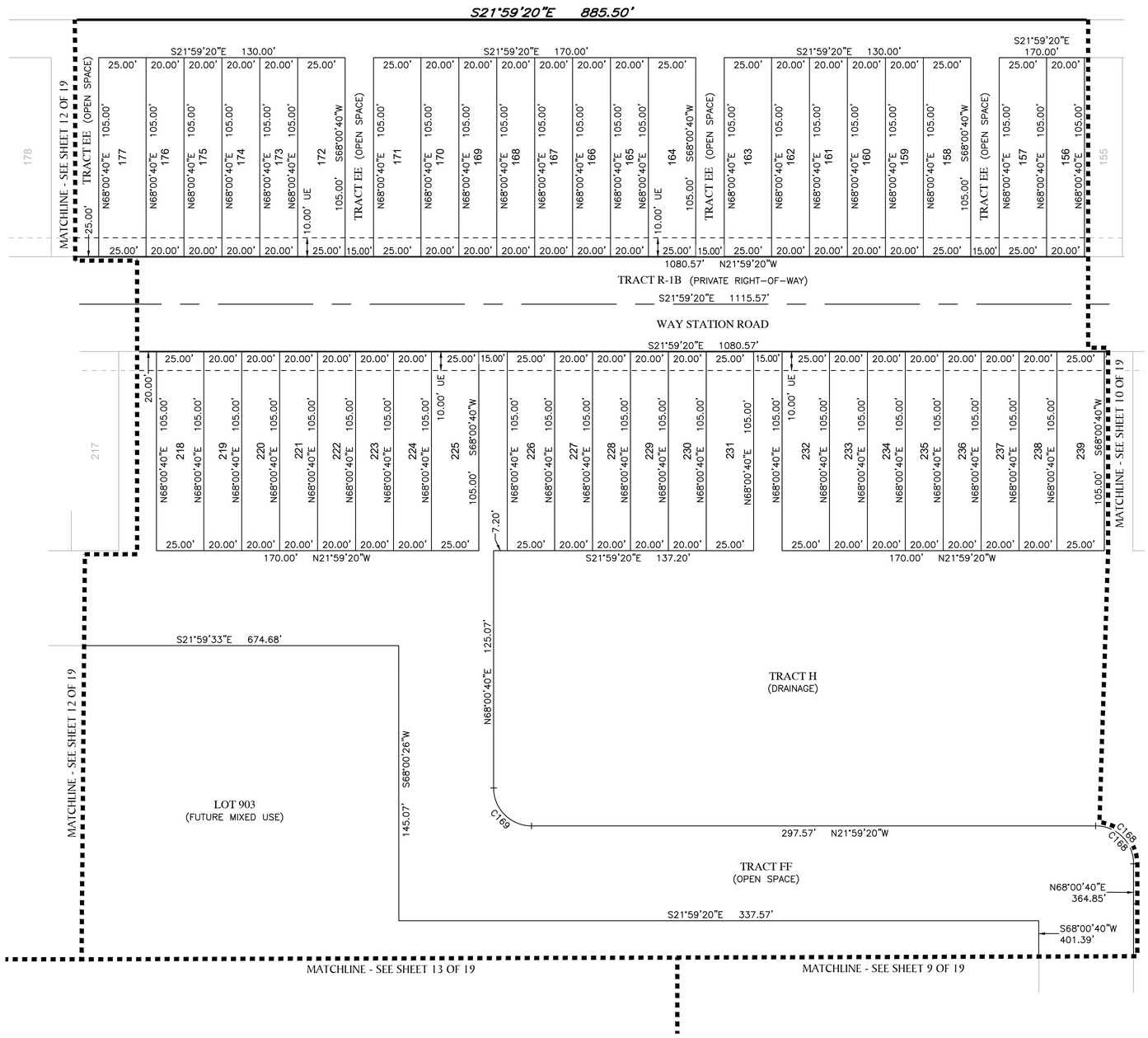
SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 40'

0 20 40 80

NOT PLATTED



Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C168	20.00'	31.42'	90°00'00"	N23°00'40"E	28.28'
C169	20.00'	31.42'	90°00'00"	S23°00'40"W	28.28'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
- PT ---- indicates point of tangency
- PI ---- indicates point of intersection
- PRC ---- indicates point of reverse curvature
- PCC ---- indicates point of compound curvature
- O.R. ---- indicates official records book number
- CCR ---- indicates certified corner records
- UE ---- indicates utility easement
- AE ---- indicates utility easement
- FDOT ---- indicates Florida Department of Transportation

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WAYPOINTE PHASE 1

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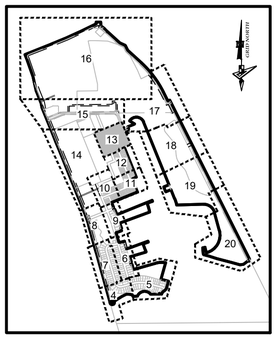
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 40'
0 20 40 80

Line Data Table		
No.	**Bearing**	**Length**
L77	S21°59'20"E	24.91'
L78	S68°00'40"W	50.00'
L79	S21°59'20"E	57.11'
L80	S68°00'40"W	105.00'
L137	S68°00'40"W	106.48'
L313	N68°00'40"E	2.48'
L314	N68°00'40"E	2.48'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C28	75.00'	117.81'	90°00'00"	S23°00'40"W	106.07'
C38	10.00'	15.71'	90°00'00"	N66°59'20"W	14.14'
C39	50.00'	78.54'	90°00'00"	S23°00'40"W	70.71'
C70	100.00'	157.08'	90°00'00"	S23°00'40"W	141.42'
C71	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'
C83	50.00'	2.48'	2°50'34"	S66°35'22"W	2.48'
C84	50.00'	76.06'	87°09'26"	S21°35'22"W	68.93'
C114	100.00'	19.56'	11°12'21"	S16°23'10"E	19.53'
C115	100.00'	17.85'	10°13'39"	S05°40'10"E	17.83'
C116	100.00'	26.08'	14°56'28"	S06°54'54"W	26.00'
C117	100.00'	20.06'	11°29'30"	S20°07'53"W	20.02'
C118	100.00'	20.27'	11°36'56"	S31°41'06"W	20.24'
C119	100.00'	27.12'	15°32'17"	S45°15'42"W	27.04'
C120	100.00'	26.15'	14°58'49"	S60°31'15"W	26.07'
C203	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C453	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'

LEGEND:

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- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
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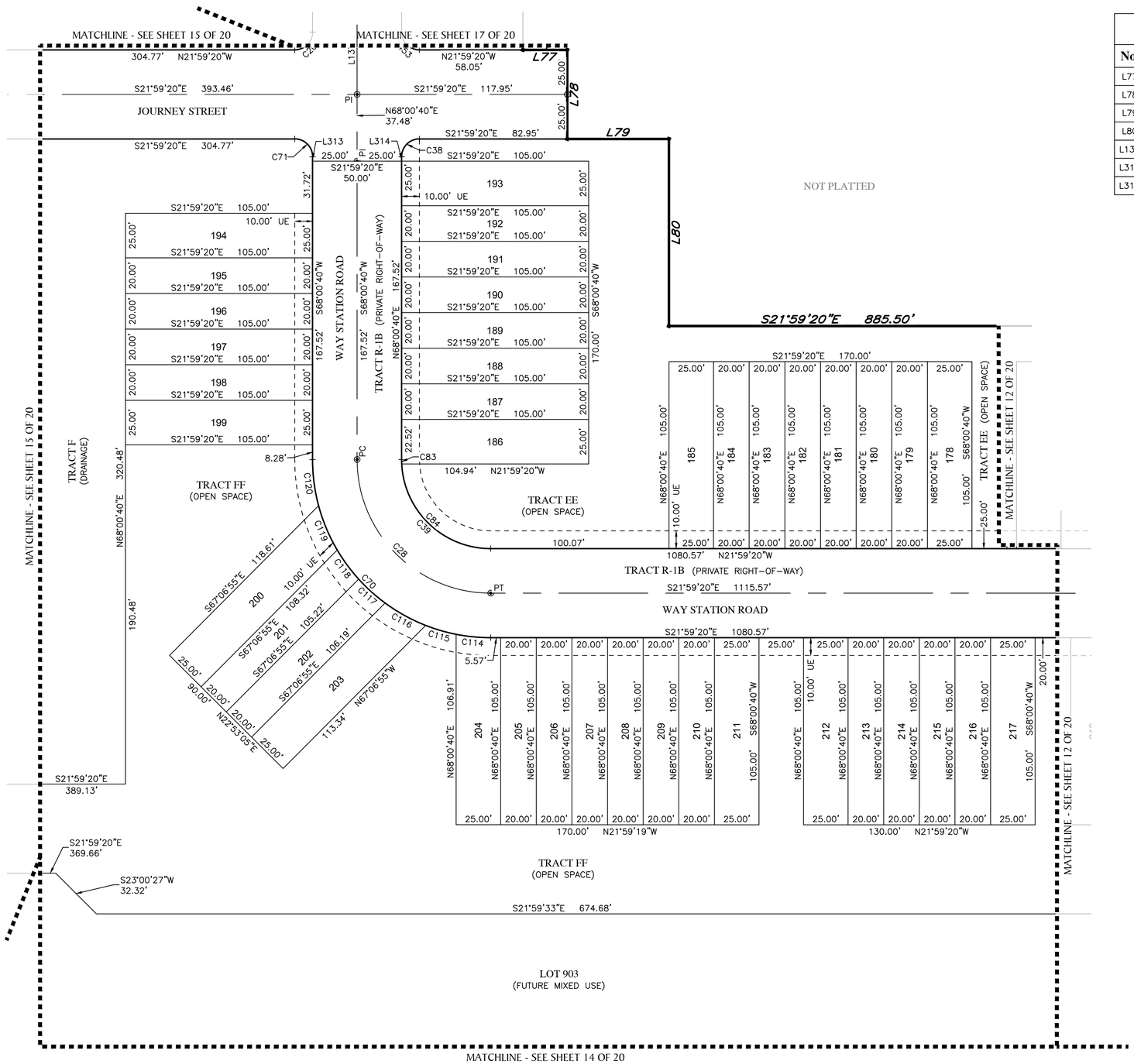

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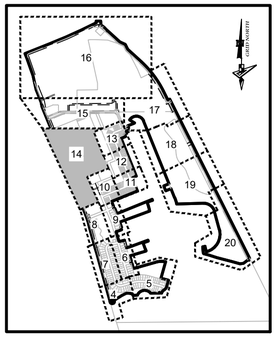
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

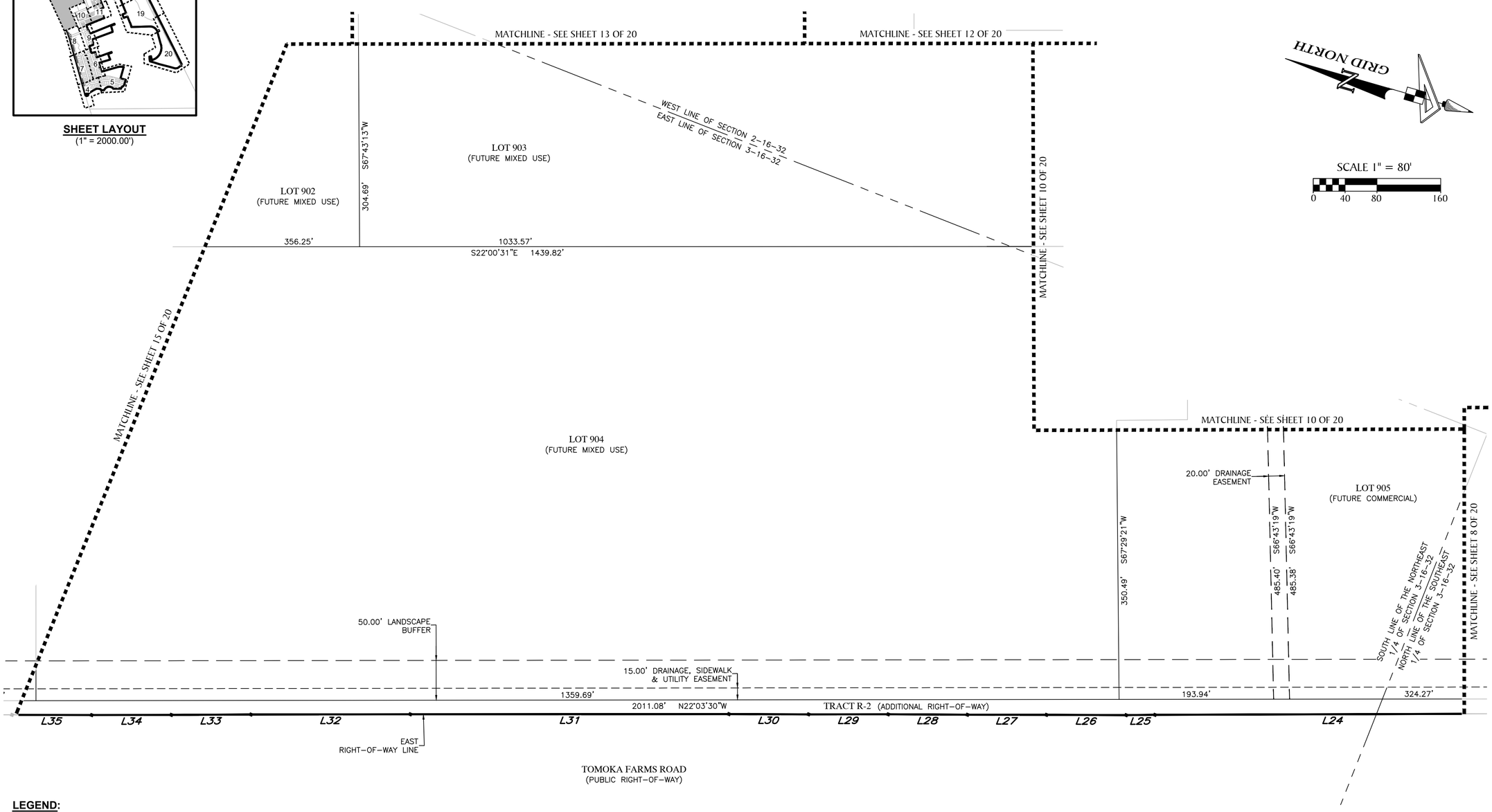
SHEET 14 OF 20

MAP BOOK PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')



GRID NORTH

SCALE 1" = 80'

0 40 80 160

LEGEND:

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Line Data Table		
No.	**Bearing**	**Length**
L24	N22°10'21"W	446.01'
L25	N22°31'38"W	36.10'
L26	N21°47'48"W	100.00'
L27	N21°53'51"W	99.29'
L28	N21°40'08"W	99.41'
L29	N22°01'33"W	100.00'

Line Data Table		
No.	**Bearing**	**Length**
L30	N21°47'48"W	100.00'
L31	N22°01'33"W	400.00'
L32	N22°04'59"W	199.94'
L33	N22°15'18"W	100.06'
L34	N22°04'59"W	100.00'
L35	N21°51'14"W	99.94'

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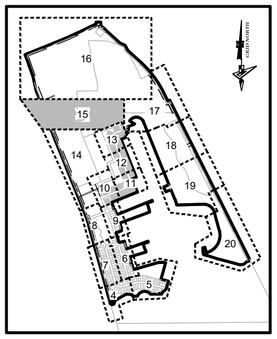
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 15 OF 20

MAP BOOK	PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS

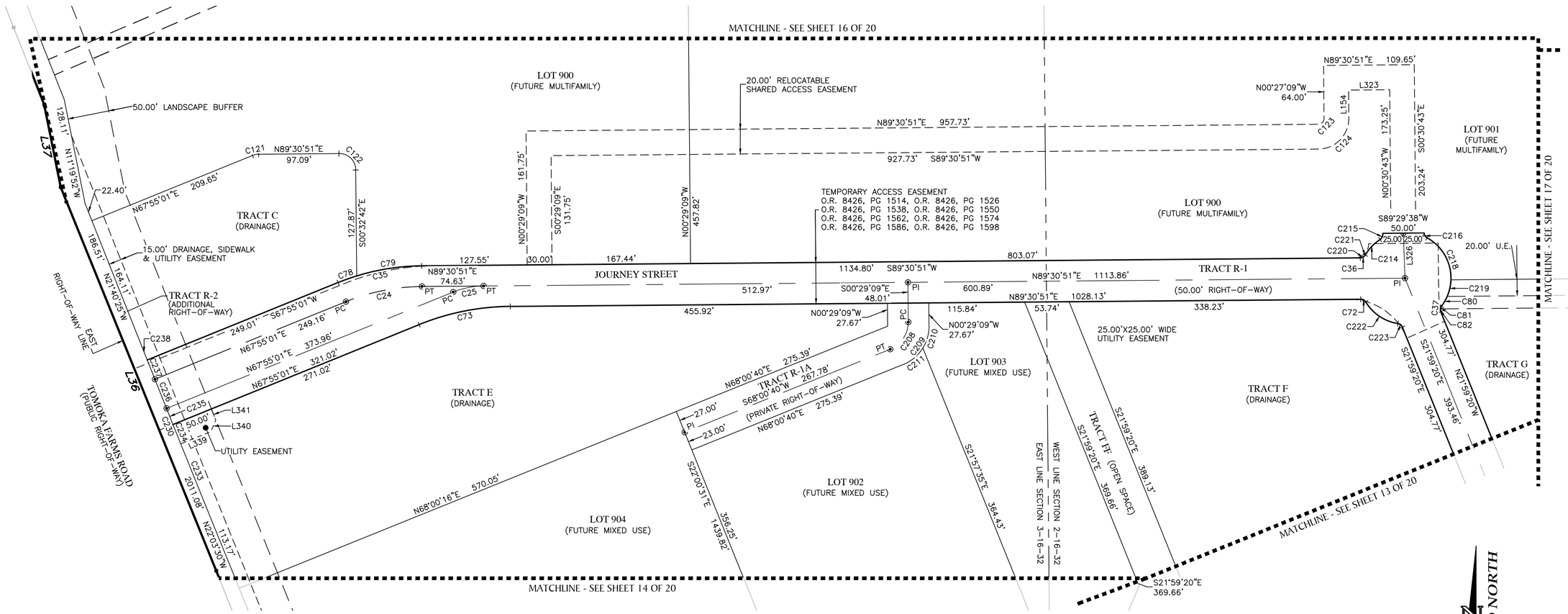


SHEET LAYOUT
(1" = 2000.00')

Line Data Table		
No.	**Bearing**	**Length**
L36	N22°04'59"W	500.00'
L37	N11°19'52"W	101.84'
L38	N21°37'29"W	100.00'
L154	S00°27'09"E	34.02'

Line Data Table		
No.	**Bearing**	**Length**
L323	S89°30'51"W	49.68'
L326	N01°59'24"W	54.52'
L339	N67°57'44"E	39.26'
L340	N22°57'44"E	15.22'
L341	N21°52'49"W	14.35'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C236	29948.00'	38.00'	0°04'22"	S21°47'25"E	38.00'
C237	29948.00'	25.00'	0°02'52"	S21°43'48"E	25.00'
C238	29948.00'	16.90'	0°01'56"	S21°41'24"E	16.90'



LEGEND:

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Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C24	250.00'	94.24'	21°35'50"	S78°42'56"W	93.68'
C25	100.00'	37.69'	21°35'50"	S78°42'56"W	37.47'
C35	275.00'	103.66'	21°35'50"	S78°42'56"W	103.05'
C36	7.00'	7.23'	59°12'10"	N59°54'46"E	6.92'
C37	7.00'	7.23'	59°12'10"	S07°36'45"W	6.92'
C72	7.00'	7.23'	59°12'10"	N60°53'04"W	6.92'
C73	300.00'	113.08'	21°35'50"	S78°42'56"W	112.41'
C78	275.00'	23.88'	4°58'29"	S70°24'15"W	23.87'
C79	275.00'	79.78'	16°37'22"	S81°12'11"W	79.50'
C80	55.50'	13.35'	13°46'59"	N30°19'20"E	13.32'
C81	7.00'	3.88'	31°47'43"	S21°18'58"W	3.83'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C82	7.00'	3.35'	27°24'27"	S08°17'07"E	3.32'
C121	20.00'	7.54'	21°35'50"	S78°42'56"W	7.49'
C122	20.00'	31.42'	90°00'00"	N45°29'09"W	28.28'
C123	7.00'	10.99'	89°58'01"	N44°31'51"E	9.90'
C124	37.00'	58.10'	89°58'01"	N44°31'51"E	52.31'
C208	35.00'	41.84'	68°29'47"	N33°45'45"E	39.39'
C209	50.00'	59.77'	68°29'48"	N33°45'45"E	56.28'
C210	50.00'	28.06'	32°09'28"	N15°35'35"E	27.70'
C211	50.00'	31.71'	36°20'20"	N49°50'29"E	31.18'
C214	55.50'	26.02'	26°51'59"	S43°44'41"W	25.79'
C215	7.94'	8.70'	62°42'56"	N22°41'53"E	8.27'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C216	7.00'	7.42'	60°41'53"	S30°51'19"E	7.07'
C218	55.50'	61.32'	63°18'01"	N29°33'15"W	58.25'
C219	55.50'	20.67'	21°20'05"	N12°45'48"E	20.55'
C220	7.00'	6.00'	49°06'37"	N64°57'33"E	5.82'
C221	7.00'	1.23'	10°05'33"	N35°21'28"E	1.23'
C222	55.50'	48.34'	49°54'32"	S56°14'15"E	46.83'
C223	7.00'	7.23'	59°12'10"	N51°35'26"W	6.92'
C230	29948.00'	201.02'	0°23'04"	N21°51'58"W	201.01'
C233	29948.00'	75.05'	0°08'37"	S21°59'12"E	75.05'
C234	29948.00'	25.07'	0°02'53"	S21°53'27"E	25.07'
C235	29948.00'	21.00'	0°02'25"	S21°50'48"E	21.00'

GRID NORTH

SCALE 1" = 200'
0 100 200 400

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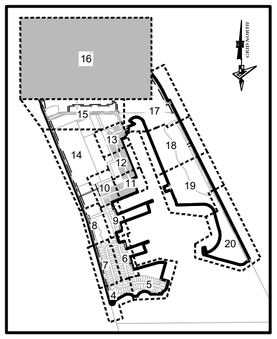
MAP BOOK PAGE NO.

SHEET 16 OF 20

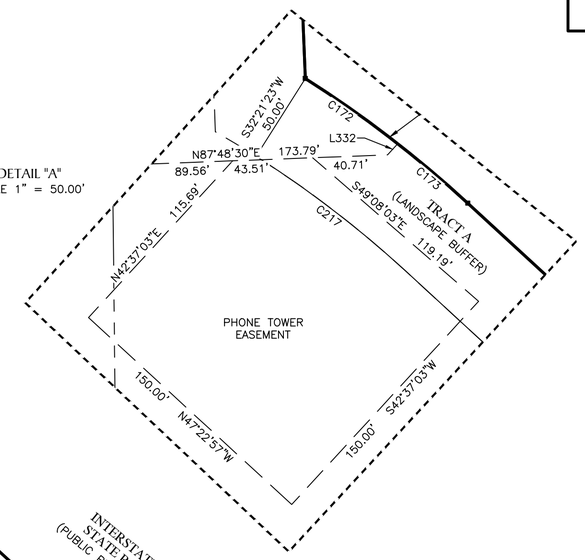


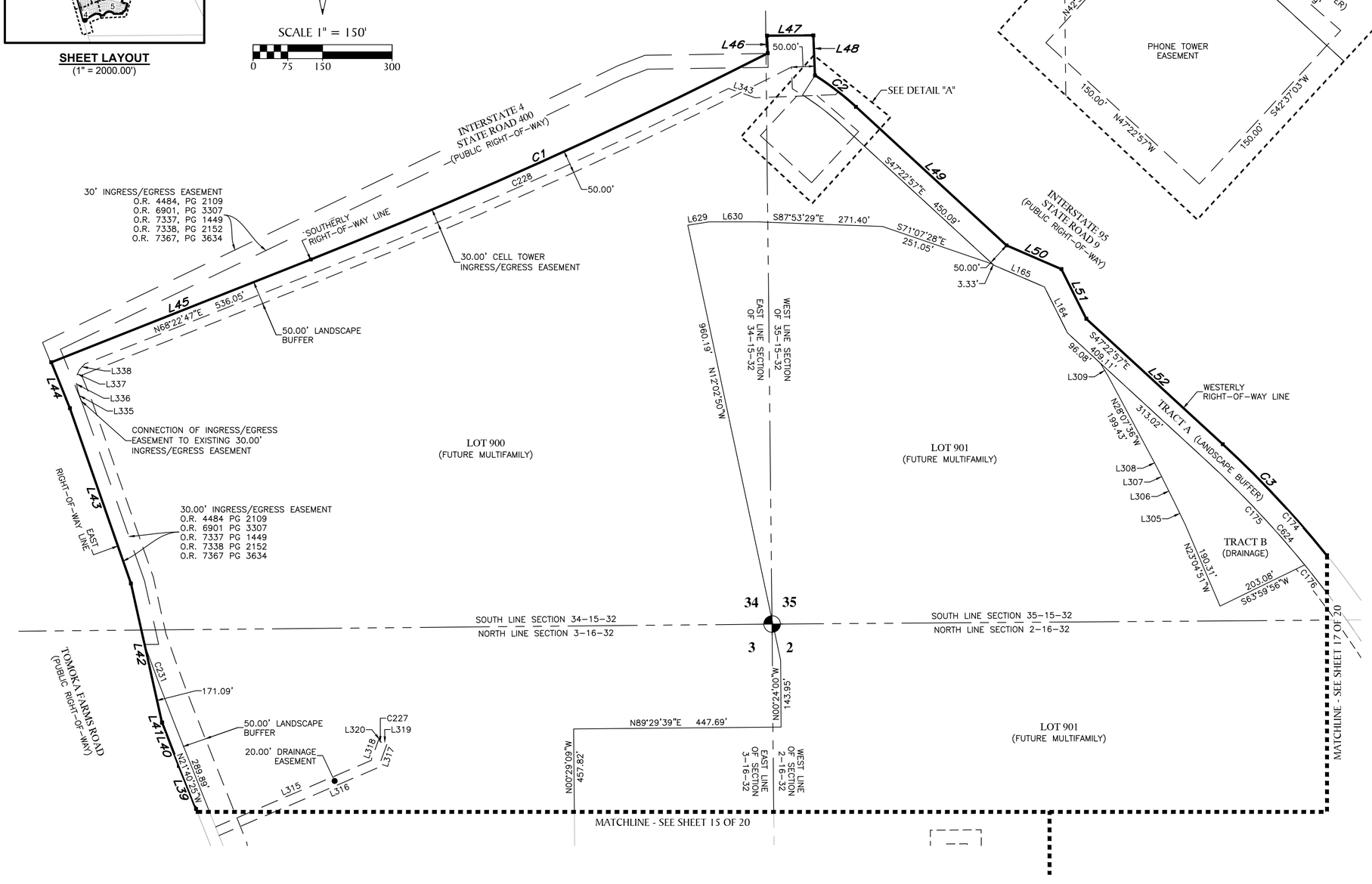
SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 150'
0 75 150 300

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS





Line Data Table		
No.	**Bearing**	**Length**
L39	N21°40'56"W	100.00'
L40	N21°13'24"W	99.95'
L41	N22°04'59"W	0.84'
L42	N12°35'16"W	306.96'
L43	N19°11'16"W	400.50'
L44	N22°03'01"W	107.00'
L45	N68°22'47"E	601.96'
L46	N02°20'45"W	38.00'
L47	N89°39'15"E	100.00'
L48	S02°20'45"E	86.63'
L49	S47°22'57"E	441.60'
L50	S66°39'23"E	128.72'
L51	S26°38'47"E	120.00'
L52	S47°22'57"E	399.96'
L164	S26°38'47"E	110.94'
L165	S66°39'23"E	119.01'
L305	N25°58'56"W	53.95'
L306	N26°20'28"W	53.95'
L307	N26°53'01"W	26.68'
L308	N27°36'35"W	26.68'
L309	N31°08'11"W	33.97'
L315	N66°53'09"E	364.65'
L316	S66°53'09"W	373.75'
L317	S20°21'06"W	58.41'
L318	N20°21'06"E	51.59'
L319	N89°36'00"E	12.62'
L320	S06°52'18"E	4.34'
L332	S42°03'40"W	8.20'
L335	N18°19'50"W	24.65'
L336	N10°18'02"W	26.43'
L337	N24°54'46"E	20.22'
L338	N42°39'36"E	16.84'
L343	S70°47'27"E	60.92'
L629	N81°07'44"E	46.55'
L630	N89°58'18"E	102.91'

LEGEND:

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Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C1	11576.76'	1081.82'	5°21'15"	N65°42'10"E	1081.43'
C2	621.97'	111.39'	10°15'40"	S52°30'47"E	111.24'
C3	2198.00'	795.49'	20°44'10"	S37°00'52"E	791.15'
C172	621.97'	61.46'	5°39'41"	N54°48'46"W	61.43'
C173	621.97'	49.93'	4°35'59"	N49°40'56"W	49.92'
C174	2198.00'	501.73'	13°04'44"	N40°50'35"W	500.65'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C175	2148.00'	307.08'	8°11'28"	N43°17'13"W	306.82'
C176	2148.00'	470.31'	12°32'42"	N32°55'08"W	469.37'
C217	571.97'	102.43'	10°15'40"	N52°30'47"W	102.30'
C227	5.00'	7.29'	83°31'42"	S48°38'09"E	6.66'
C228	11606.76'	974.83'	4°48'44"	N65°58'26"E	974.54'
C231	9801.57'	183.31'	1°04'18"	N20°42'36"W	183.31'
C624	2148.00'	777.39'	20°44'10"	N37°00'52"W	773.15'

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CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 17 OF 20

MAP BOOK PAGE NO.

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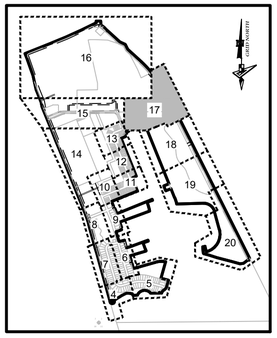
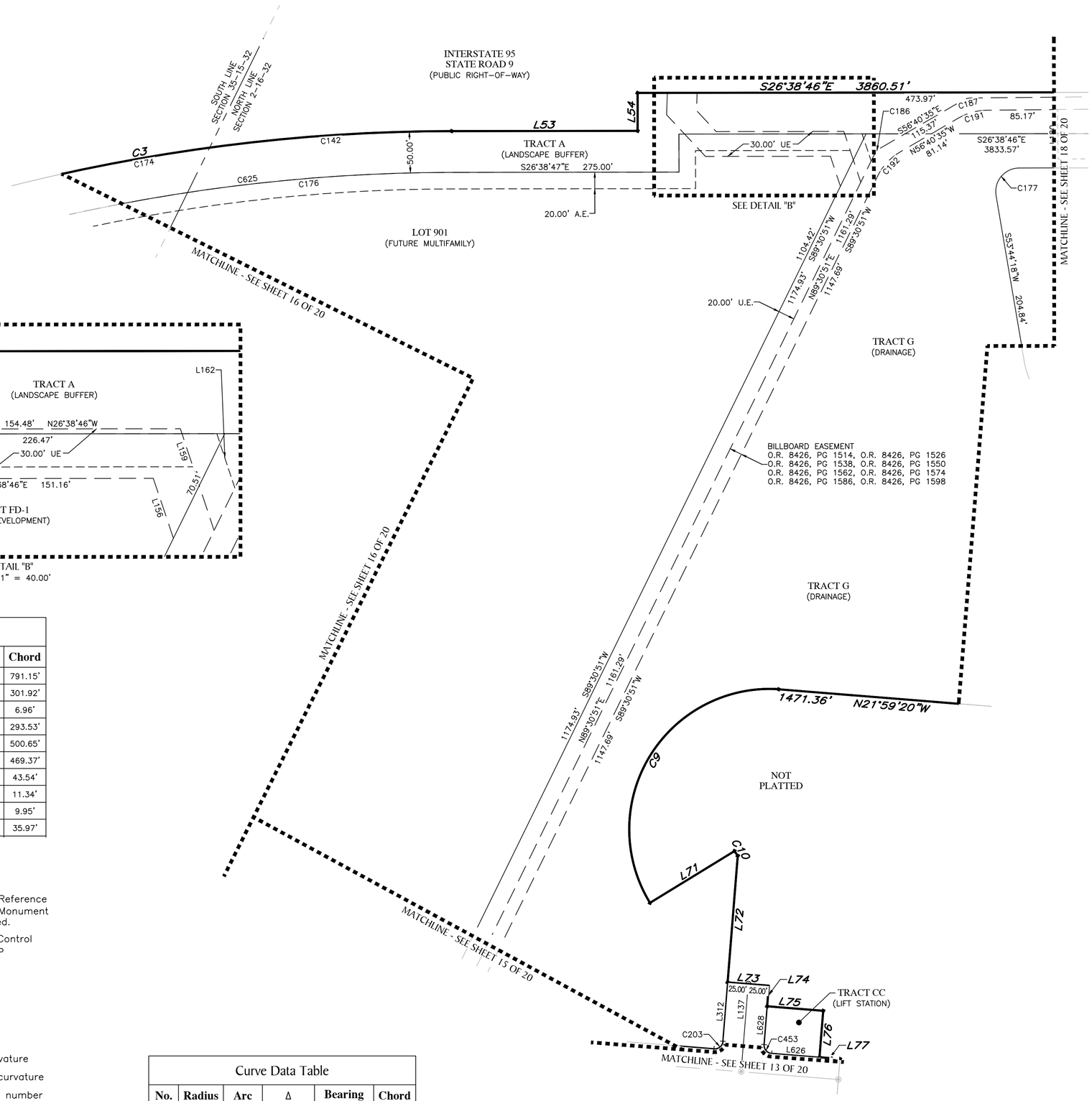
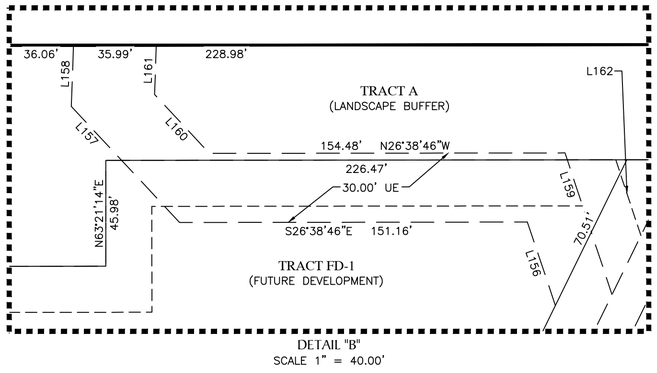
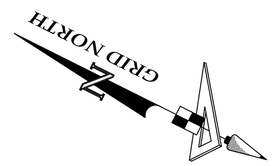


SHEET LAYOUT
(1" = 2000.00')





DETAIL "B"
SCALE 1" = 40.00'



SCALE 1" = 80'

0 40 80 160

Line Data Table		
No.	**Bearing**	**Length**
L53	S26°38'47"E	225.00'
L54	N63°21'14"E	45.98'
L71	S58°06'06"E	120.00'
L72	S68°00'40"W	153.83'
L73	S21°59'20"E	50.00'
L74	S68°00'40"W	25.00'
L75	S21°59'20"E	68.05'
L76	S68°00'40"W	56.48'
L77	S21°59'20"E	24.91'
L137	S68°00'40"W	106.48'
L156	N44°49'40"E	38.27'
L157	N20°24'04"E	68.95'
L158	N65°29'00"E	26.55'
L159	N45°02'38"E	64.86'
L160	N20°24'04"E	34.98'
L161	N65°24'04"E	21.41'
L162	S45°02'38"W	34.71'
L163	S26°38'46"E	3833.57'
L312	S68°00'40"W	71.48'
L626	N21°59'20"W	58.05'
L628	N68°00'40"E	46.48'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C3	2198.00'	795.49'	20°44'10"	S37°00'52"E	791.15'
C9	170.00'	371.61'	125°14'41"	N85°28'46"W	301.92'
C10	50.00'	6.97'	7°58'57"	S27°54'25"W	6.96'
C142	2198.00'	293.75'	7°39'26"	N30°28'30"W	293.53'
C174	2198.00'	501.73'	13°04'44"	N40°50'35"W	500.65'
C176	2148.00'	470.31'	12°32'42"	N32°55'08"W	469.37'
C177	28.50'	49.55'	99°36'56"	N76°27'14"W	43.54'
C186	19.50'	11.51'	33°48'34"	S73°34'52"E	11.34'
C187	19.50'	10.06'	29°33'46"	S41°53'42"E	9.95'
C191	70.50'	36.38'	29°33'46"	N41°53'42"W	35.97'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C192	70.50'	41.60'	33°48'34"	N73°34'52"W	41.00'
C203	10.00'	15.71'	90°00'00"	S66°59'20"E	14.14'
C453	10.00'	15.71'	90°00'00"	N23°00'40"E	14.14'
C625	2148.00'	777.39'	20°44'10"	N37°00'52"W	773.15'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
- PT ---- indicates point of tangency
- PI ---- indicates point of intersection
- PRC ---- indicates point of reverse curvature
- PCC ---- indicates point of compound curvature
- O.R. ---- indicates official records book number
- CCR ---- indicates certified corner records
- UE ---- indicates utility easement
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Licensed Business Number LB 7768

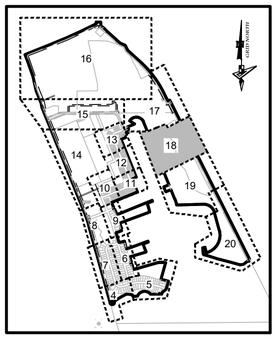
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 18 OF 20

MAP BOOK PAGE NO.

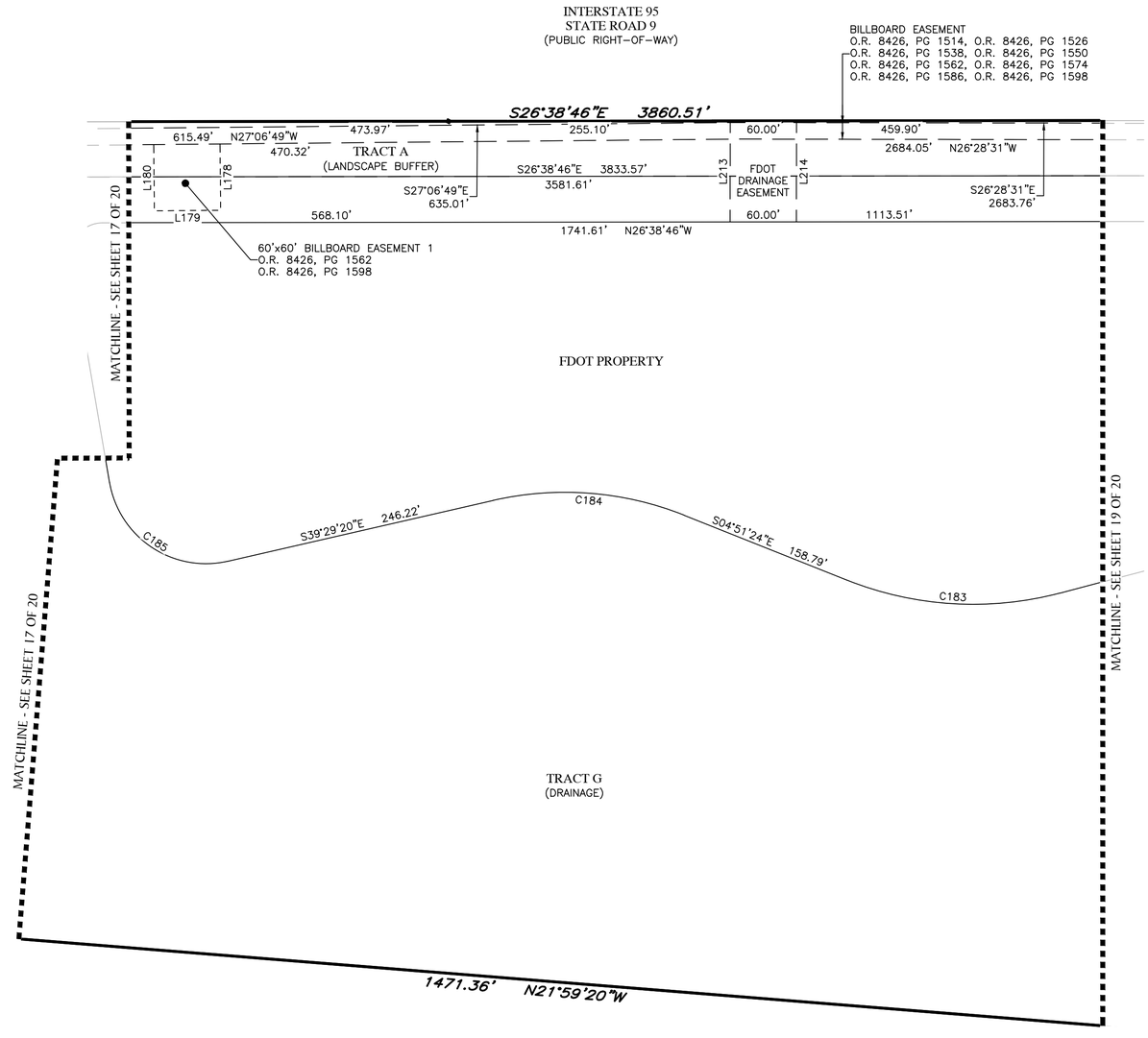
SEE NOTE ON SHEET 3 OF 20
FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

GRID NORTH

SCALE 1" = 80'
0 40 80 160



Line Data Table		
No.	**Bearing**	**Length**
L178	S62°53'11"W	60.00'
L179	N27°06'49"W	60.00'
L180	N62°53'11"E	60.00'
L213	N63°31'29"E	91.50'
L214	N63°31'29"E	91.50'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C183	308.50'	196.52'	36°29'53"	S23°06'20"E	193.21'
C184	291.50'	176.20'	34°37'56"	N22°10'22"W	173.53'
C185	88.50'	144.00'	93°13'38"	S07°07'29"W	128.63'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
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- PT ---- indicates point of tangency
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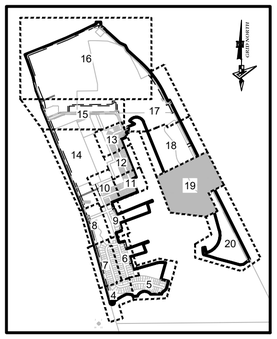
WAYPOINTE PHASE 1

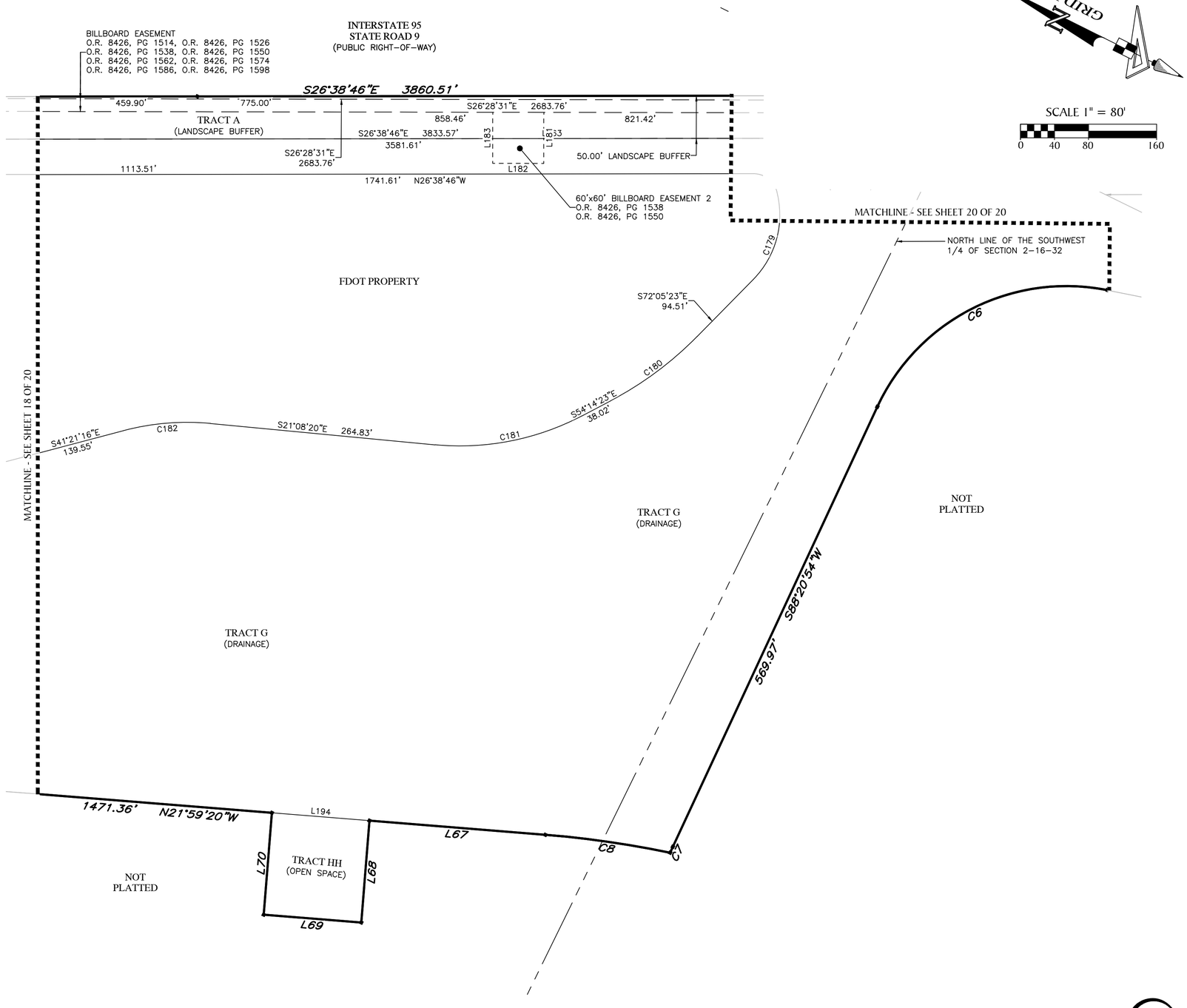
LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK	PAGE NO.

SEE NOTE ON SHEET 3 OF 20
FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')



Line Data Table		
No.	**Bearing**	**Length**
L67	N21°59'20"W	207.34'
L68	S68°00'40"W	120.00'
L69	N21°59'20"W	115.00'
L70	N68°00'40"E	120.00'
L163	S26°38'46"E	3833.57'
L181	S63°31'29"W	60.00'
L182	N26°28'31"W	60.00'
L183	N63°31'29"E	60.00'
L194	S21°59'20"E	115.00'

Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C6	245.00'	326.58'	76°22'30"	N53°27'51"W	302.94'
C7	1145.00'	7.77'	0°23'20"	S88°09'14"W	7.77'
C8	1180.00'	148.26'	7°11'57"	N18°23'22"W	148.17'
C179	108.50'	111.11'	58°40'27"	N78°34'24"E	106.32'
C180	408.50'	127.26'	17°51'00"	S63°09'53"E	126.75'
C181	308.50'	178.23'	33°06'03"	S37°41'22"E	175.76'
C182	291.50'	102.85'	20°12'56"	N31°14'48"W	102.32'

LEGEND:

- ■ ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● ---- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- PC ---- indicates point of curvature
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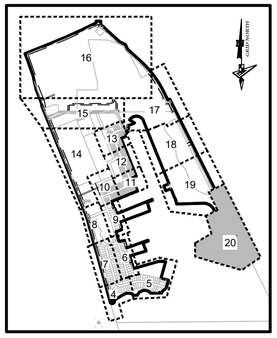
WAYPOINTE PHASE 1

LYING IN SECTIONS 34 & 35, TOWNSHIP 15 SOUTH, RANGE 32 EAST
AND SECTIONS 2 & 3, TOWNSHIP 16 SOUTH, RANGE 32 EAST
CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

SHEET 20 OF 20

MAP BOOK	PAGE NO.

SEE NOTE ON SHEET 3 OF 20 FOR BASIS OF BEARINGS



SHEET LAYOUT
(1" = 2000.00')

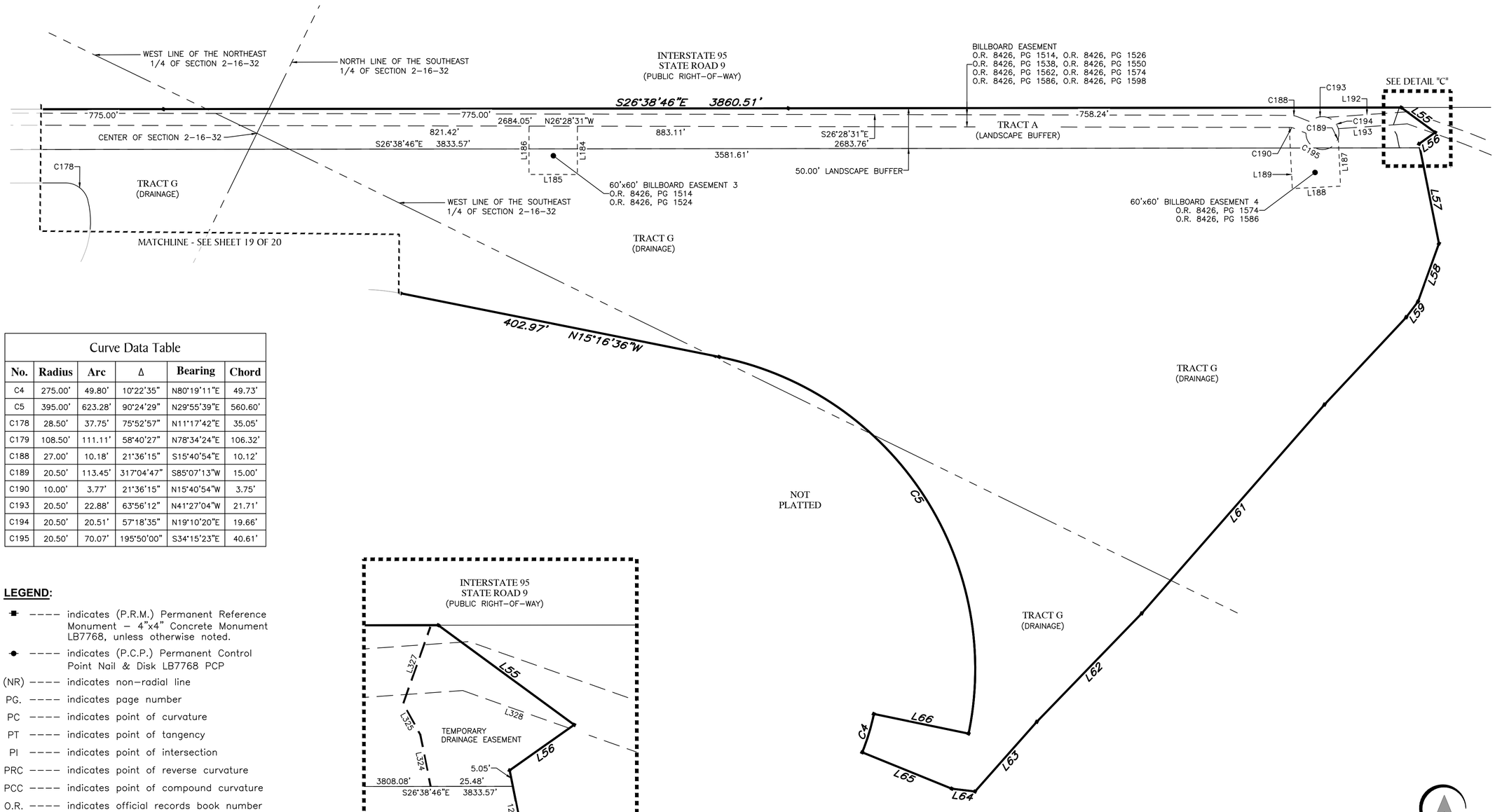
Line Data Table		
No.	**Bearing**	**Length**
L55	S09°41'53"W	52.24'
L56	N61°48'15"W	24.47'
L57	S52°10'25"W	126.06'
L58	S83°14'33"W	76.67'
L59	N79°34'19"W	24.20'
L61	N75°23'11"W	344.36'
L62	N72°32'25"W	187.15'

Line Data Table		
No.	**Bearing**	**Length**
L63	N75°00'17"W	115.59'
L64	N19°41'58"W	28.99'
L65	N04°29'32"W	120.00'
L66	S14°52'07"E	120.00'
L184	S63°31'29"W	60.00'
L185	N26°28'31"W	60.00'
L186	N63°31'29"E	60.00'

Line Data Table		
No.	**Bearing**	**Length**
L187	S60°34'46"W	60.00'
L188	N29°25'14"W	60.00'
L189	N60°34'46"E	76.01'
L192	S30°33'06"E	98.77'
L193	N30°33'06"W	85.86'
L324	N52°10'25"E	16.35'
L325	N34°27'10"E	10.99'
L327	N82°54'30"E	25.22'
L328	N07°05'30"W	35.06'

GRID NORTH

SCALE 1" = 80'
0 40 80 160



Curve Data Table					
No.	**Radius**	**Arc**	**Δ**	**Bearing**	**Chord**
C4	275.00'	49.80'	10°22'35"	N80°19'11"E	49.73'
C5	395.00'	623.28'	90°24'29"	N29°55'39"E	560.60'
C178	28.50'	37.75'	75°52'57"	N11°17'42"E	35.05'
C179	108.50'	111.11'	58°40'27"	N78°34'24"E	106.32'
C188	27.00'	10.18'	21°36'15"	S15°40'54"E	10.12'
C189	20.50'	113.45'	317°04'47"	S85°07'13"W	15.00'
C190	10.00'	3.77'	21°36'15"	N15°40'54"W	3.75'
C193	20.50'	22.88'	63°56'12"	N41°27'04"W	21.71'
C194	20.50'	20.51'	57°18'35"	N19°10'20"E	19.66'
C195	20.50'	70.07'	195°50'00"	S34°15'23"E	40.61'

LEGEND:

- ● ---- indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
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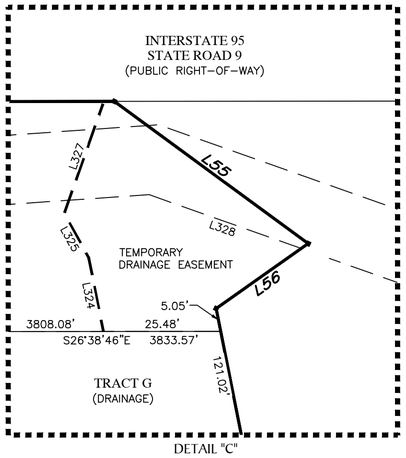

DETAIL "C"
SCALE 1" = 40.00'

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BUT LESS AND EXCEPT ALL LANDS OUTSIDE THE BOUNDARIES OF THE FOLLOWING DESCRIBED LANDS:

Description Sketch
(Not A Survey)

DESCRIPTION:
(WAYPOINTE - OVERALL CONTRACTION PARCEL)

A parcel of land lying in Section 35, Township 15 South, Range 32 East and Sections 2 and 3, Township 16 South, Range 32 East, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 2; thence along the West line of the Northwest 1/4 of said Section 2, S.00°29'51"E., a distance of 222.41 feet to the POINT OF BEGINNING; thence N.89°29'39"E., a distance of 1003.43 feet; thence Northeasterly, 45.74 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 104°50'01" (chord bearing N.37°04'38"E., 39.62 feet); thence N.15°20'23"W., a distance of 212.79 feet; thence N.23°04'51"W., a distance of 207.20 feet; thence N.25°58'56"W., a distance of 53.95 feet; thence N.26°20'28"W., a distance of 53.95 feet; thence N.26°53'01"W., a distance of 26.68 feet; thence N.27°36'35"W., a distance of 26.68 feet; thence N.28°07'36"W., a distance of 199.43 feet; thence N.31°08'11"W., a distance of 33.97 feet; thence S.47°22'57"E., a distance of 313.02 feet; thence Southeasterly, 490.92 feet along the arc of a tangent curve to the right having a radius of 2147.99 feet and a central angle of 13°05'41" (chord bearing S.40°50'07"E., 489.85 feet); thence Southeasterly, 286.48 feet along the arc of a compound curve to the right having a radius of 2147.96 feet and a central angle of 07°38'30" (chord bearing S.30°28'01"E., 286.27 feet); thence S.26°38'47"E., a distance of 275.00 feet; thence N.63°21'14"E., a distance of 45.98 feet; thence S.26°38'46"E., a distance of 226.47 feet; thence S.89°30'51"W., a distance of 35.06 feet; thence S.26°00'48"E., a distance of 165.60 feet; thence S.53°44'18"W., a distance of 246.89 feet; thence Southerly, 144.00 feet along the arc of a tangent curve to the left having a radius of 88.50 feet and a central angle of 93°13'38" (chord bearing S.07°07'29"W., 128.63 feet); thence S.39°29'20"E., a distance of 246.22 feet; thence Southeasterly, 176.20 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 34°37'56" (chord bearing S.22°10'22"E., 173.53 feet); thence S.04°51'24"E., a distance of 158.79 feet; thence Southeasterly, 196.52 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 36°29'53" (chord bearing S.23°06'20"E., 193.21 feet); thence S.41°21'16"E., a distance of 139.55 feet; thence Southeasterly, 102.85 feet along the arc of a tangent curve to the right having a radius of 291.50 feet and a central angle of 20°12'56" (chord bearing S.31°14'48"E., 102.32 feet); thence S.21°08'20"E., a distance of 264.83 feet; thence Southeasterly, 178.23 feet along the arc of a tangent curve to the left having a radius of 308.50 feet and a central angle of 33°06'03" (chord bearing S.37°41'22"E., 175.76 feet); thence S.54°14'23"E., a distance of 38.02 feet;

CONTINUED ON SHEET 2..

NOTES:
1) The bearings shown hereon are based on the West line of the Northwest 1/4 of Section 02, Township 16 South, Range 32 East, having a Grid bearing of S.00°29'51"E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEETS 1 - 2 FOR DESCRIPTION
SEE SHEET 3 FOR OVERALL SKETCH
SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

DAVID W. MAXWELL License Number LS7311 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by David W. Maxwell
Date: 2024.10.08 11:18:41 -04'00'

David W. Maxwell **LS7311**

JOB #: WAYPOINTE - OVERALL CONTRACTION PARCEL
DRAWN: TJS DATE: 10/10/2024 CHECKED: DWM
Prepared For: Kolter Group Acquisitions, LLC.

Revisions

DATE	DESCRIPTION	DRAWN
10/07/24	BOUNDRAY AND LEGAL UPDATE	TJS
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---	---	---
---	---	---

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
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Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

Description Sketch
(Not A Survey)

CONTINUED FROM SHEET 1..

thence Southeasterly, 127.26 feet along the arc of a tangent curve to the left having a radius of 408.50 feet and a central angle of 17°51'00" (chord bearing S.63°09'53"E., 126.75 feet); thence S.72°05'23"E., a distance of 94.51 feet; thence Easterly, 111.11 feet along the arc of a tangent curve to the left having a radius of 108.50 feet and a central angle of 58°40'27" (chord bearing N.78°34'24"E., 106.32 feet); thence N.63°21'14"E., a distance of 31.05 feet; thence S.26°38'46"E., a distance of 1483.07 feet; thence S.01°30'52"E., a distance of 29.64 feet; thence S.24°36'51"E., a distance of 152.68 feet; thence N.48°46'28"E., a distance of 54.66 feet; thence S.60°05'25"E., a distance of 26.77 feet; thence S.07°05'30"E., a distance of 36.05 feet; thence S.04°42'42"E., a distance of 76.45 feet; thence S.24°20'43"E., a distance of 153.33 feet; thence S.15°54'39"E., a distance of 270.42 feet; thence S.30°50'26"E., a distance of 315.02 feet; thence S.29°02'35"E., a distance of 231.48 feet; thence S.18°25'26"E., a distance of 160.91 feet; thence S.10°20'00"E., a distance of 75.86 feet; thence Southeasterly, 62.16 feet along the arc of a tangent curve to the left having a radius of 57.50 feet and a central angle of 61°56'19" (chord bearing S.41°18'10"E., 59.18 feet); thence S.72°16'19"E., a distance of 40.65 feet; thence S.22°50'56"E., a distance of 57.60 feet to a point on the South line of said Section 2; thence alongthe South line of the Southeast 1/4 of said Section, S.89°33'04"W., a distance of 1216.94 feet to the South 1/4 Corner of said Section 2; thence along the South line of the Southwest 1/4 of said Section 2, S.89°31'13"W., a distance of 2222.20 feet; thence N.24°56'43"W., a distance of 71.94 feet; thence N.15°58'57"W., a distance of 97.88 feet; thence N.15°28'00"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.98 feet; thence N.15°45'11"W., a distance of 100.01 feet; thence N.15°41'45"W., a distance of 100.08 feet; thence N.15°45'11"W., a distance of 99.90 feet; thence N.15°34'52"W., a distance of 100.02 feet; thence N.15°34'52"W., a distance of 99.90 feet; thence N.15°24'34"W., a distance of 100.06 feet; thence N.15°34'52"W., a distance of 100.04 feet; thence N.15°34'52"W., a distance of 99.89 feet; thence N.15°21'07"W., a distance of 100.00 feet; thence N.15°34'52"W., a distance of 100.11 feet; thence N.15°34'52"W., a distance of 99.99 feet; thence N.15°48'37"W., a distance of 100.09 feet; thence N.15°41'45"W., a distance of 99.87 feet; thence N.15°28'00"W., a distance of 99.97 feet; thence N.15°34'52"W., a distance of 100.15 feet; thence N.16°09'16"W., a distance of 99.95 feet; thence N.15°34'52"W., a distance of 99.31 feet; thence N.13°00'22"W., a distance of 100.60 feet; thence N.17°35'13"W., a distance of 101.90 feet; thence N.21°41'43"W., a distance of 11.77 feet; thence N.68°00'40"E., a distance of 417.75 feet; thence Northeasterly, 15.71 feet along the arc of a tangent curve to the left having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing N.23°00'40"E., 14.14 feet); thence N.21°59'20"W., a distance of 336.18 feet; thence N.68°00'40"E., a distance of 50.00 feet; thence N.21°59'20"W., a distance of 274.62 feet; thence N.68°00'40"E., a distance of 359.85 feet; thence N.21°59'20"W., a distance of 337.57 feet; thence N.67°51'29"E., a distance of 144.14 feet; thence N.21°54'48"W., a distance of 674.30 feet; thence N.23°00'27"E., a distance of 32.32 feet; thence N.21°59'20"W., a distance of 369.66 feet; thence S.89°30'51"W., a distance of 621.76 feet; thence Westerly, 113.08 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 21°35'50" (chord bearing S.78°42'56"W., 112.41 feet); thence S.67°55'01"W., a distance of 339.00 feet to a point on the East right-of-way line of Tomoka Farms Road; thence along said East right-of-way line run the following two (2) courses: 1) N.22°04'59"W., a distance of 16.82 feet; 2) N.22°04'59"W., a distance of 67.18 feet; thence N.67°55'01"E., a distance of 267.42 feet; thence Easterly, 103.66 feet along the arc of a tangent curve to the right having a radius of 275.00 feet and a central angle of 21°35'50" (chord bearing N.78°42'56"E., 103.05 feet); thence N.89°30'51"E., a distance of 324.99 feet; thence N.00°29'09"W., a distance of 432.05 feet; thence N.89°36'00"E., a distance of 429.96 feet to the **POINT OF BEGINNING**.

Containing 289.997 acres, more or less.

See Sheet 1 for Signature & Revisions

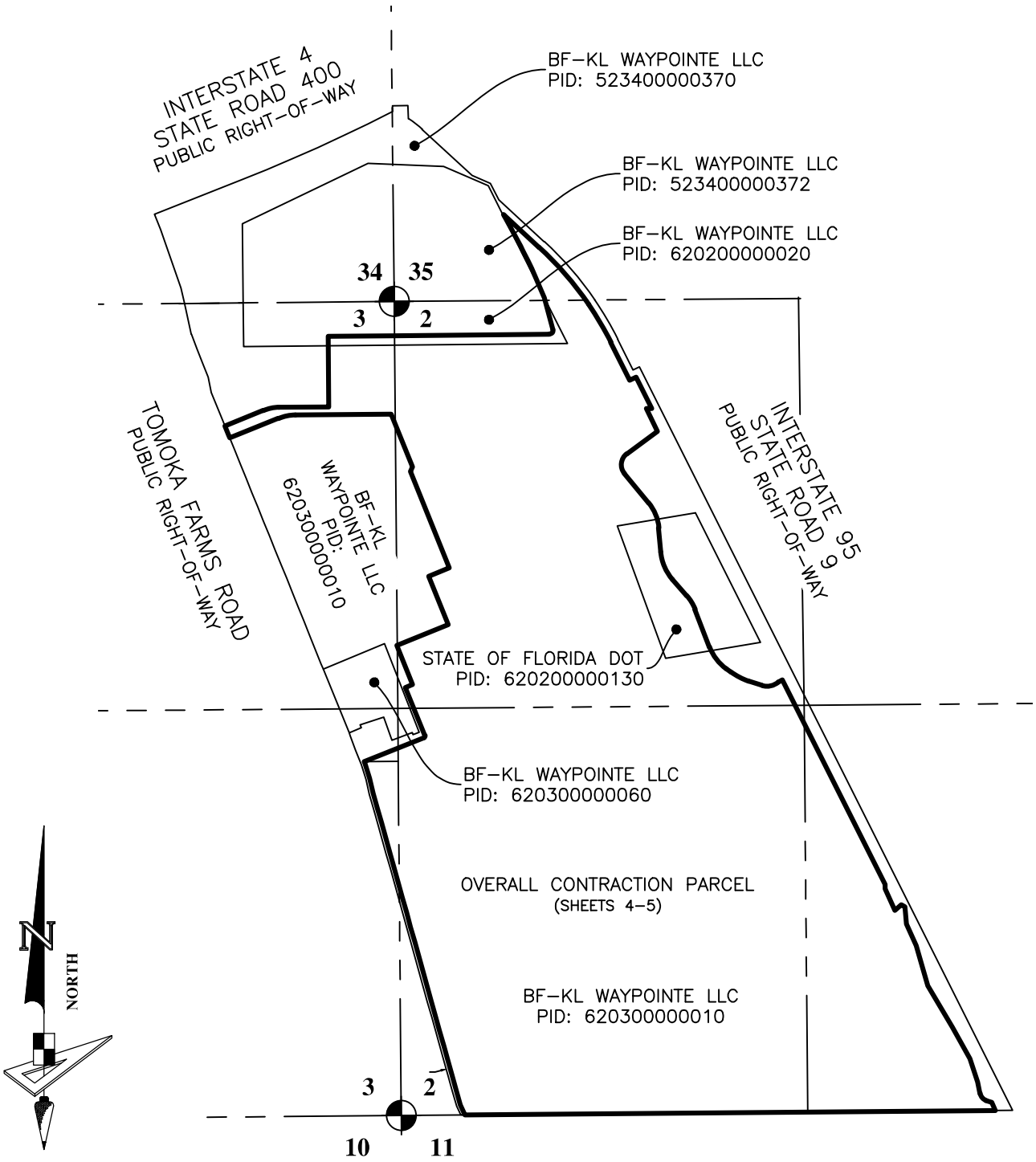
NOTES:
SEE SHEETS 1 - 2 FOR DESCRIPTION
SEE SHEET 3 FOR OVERALL SKETCH
SEE SHEETS 4 - 5 FOR SKETCH
SEE SHEETS 6 - 7 FOR LINE AND CURVE TABLES

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

Description Sketch

(Not A Survey)



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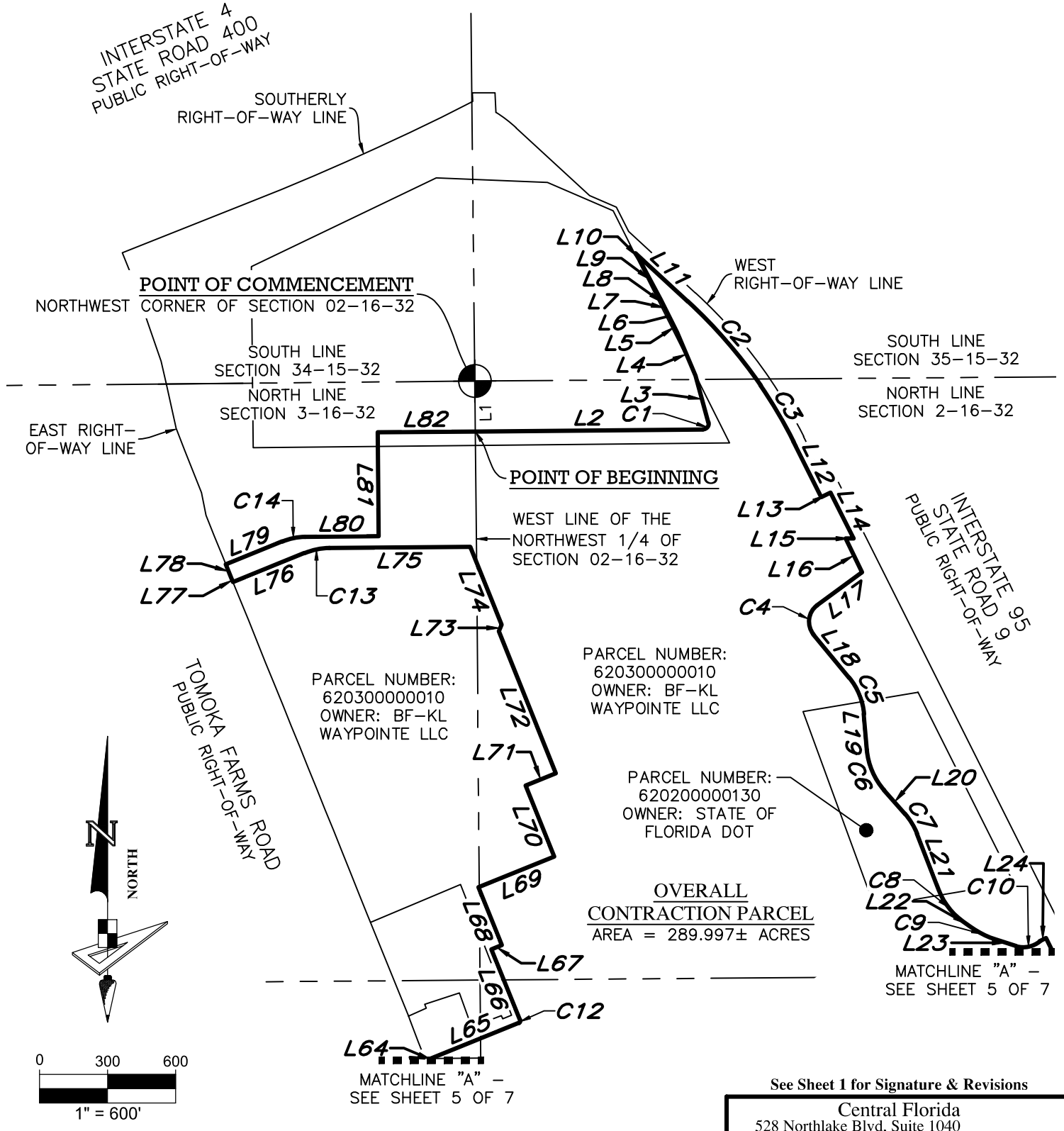

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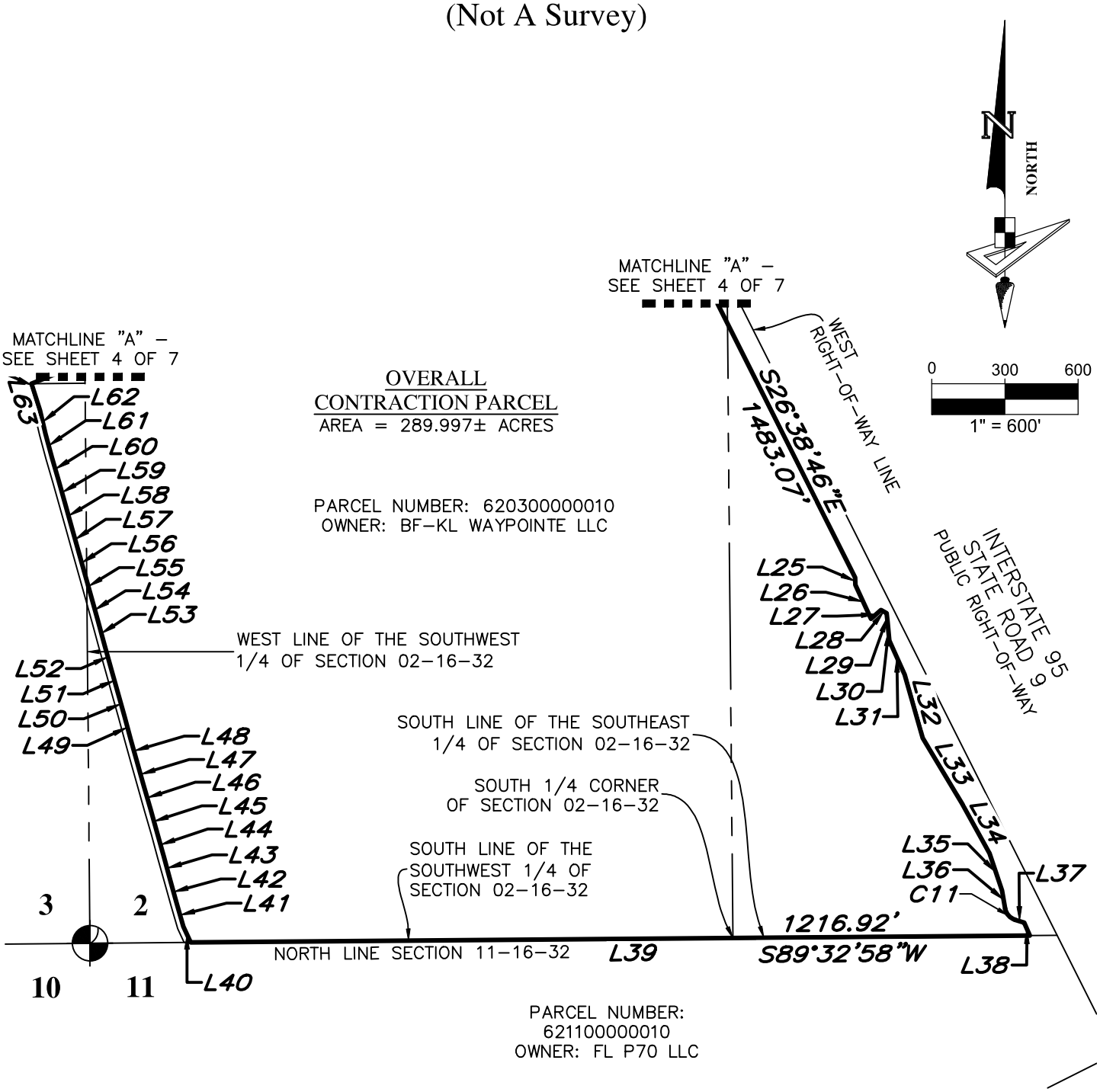

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LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°29'51" E	222.41'
L2	N 89°29'39" E	1003.43'
L3	N 15°20'23" W	212.79'
L4	N 23°04'51" W	207.20'
L5	N 25°58'56" W	53.95'
L6	N 26°20'28" W	53.95'
L7	N 26°53'01" W	26.68'
L8	N 27°36'35" W	26.68'
L9	N 28°07'36" W	199.43'
L10	N 31°08'11" W	33.97'
L11	S 47°22'57" E	313.02'
L12	S 26°38'47" E	275.00'
L13	N 63°21'14" E	45.98'
L14	S 26°38'46" E	226.47'
L15	S 89°30'51" W	35.06'
L16	S 26°00'48" E	165.60'
L17	S 53°44'18" W	246.89'
L18	S 39°29'20" E	246.22'
L19	S 04°51'24" E	158.79'
L20	S 41°21'16" E	139.55'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L21	S 21°08'20" E	264.83'
L22	S 54°14'23" E	38.02'
L23	S 72°05'23" E	94.51'
L24	N 63°21'14" E	31.05'
L25	S 01°30'52" E	29.64'
L26	S 24°36'51" E	152.68'
L27	N 48°46'28" E	54.66'
L28	S 60°05'25" E	26.77'
L29	S 07°05'30" E	36.05'
L30	S 04°42'42" E	76.45'
L31	S 24°20'43" E	153.33'
L32	S 15°54'39" E	270.42'
L33	S 30°50'26" E	315.02'
L34	S 29°02'35" E	231.48'
L35	S 18°25'26" E	160.91'
L36	S 10°20'00" E	75.86'
L37	S 72°16'19" E	40.65'
L38	S 22°50'56" E	57.56'
L39	S 89°31'13" W	2222.20'
L40	N 24°56'43" W	71.94'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L41	N 15°58'57" W	97.88'
L42	N 15°28'00" W	100.02'
L43	N 15°34'52" W	100.02'
L44	N 15°34'52" W	99.98'
L45	N 15°45'11" W	100.01'
L46	N 15°41'45" W	100.08'
L47	N 15°45'11" W	99.90'
L48	N 15°34'52" W	100.02'
L49	N 15°34'52" W	99.90'
L50	N 15°24'34" W	100.06'
L51	N 15°34'52" W	100.04'
L52	N 15°34'52" W	99.89'
L53	N 15°21'07" W	100.00'
L54	N 15°34'52" W	100.11'
L55	N 15°34'52" W	99.99'
L56	N 15°48'37" W	100.09'
L57	N 15°41'45" W	99.87'
L58	N 15°28'00" W	99.97'
L59	N 15°34'52" W	100.15'
L60	N 16°09'16" W	99.95'

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LINE DATA TABLE

NO.	BEARING	LENGTH
L61	N 15°34'52" W	99.31'
L62	N 13°00'22" W	100.60'
L63	N 17°35'13" W	101.90'
L64	N 21°41'43" W	11.77'
L65	N 68°00'40" E	417.75'
L66	N 21°59'20" W	336.18'
L67	N 68°00'40" E	50.00'
L68	N 21°59'20" W	274.62'
L69	N 68°00'40" E	359.85'
L70	N 21°59'20" W	337.57'
L71	N 67°51'29" E	144.14'
L72	N 21°54'48" W	674.30'
L73	N 23°00'27" E	32.32'
L74	N 21°59'20" W	369.66'
L75	S 89°30'51" W	621.76'
L76	S 67°55'01" W	339.00'
L77	N 22°04'59" W	16.82'
L78	N 22°04'59" W	67.18'
L79	N 67°55'01" E	267.42'
L80	N 89°30'51" E	324.99'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	104°50'01"	45.74'	39.62'	N 37°04'38" E
C2	2147.99'	13°05'41"	490.92'	489.85'	S 40°50'07" E
C3	2147.96'	7°38'30"	286.48'	286.27'	S 30°28'01" E
C4	88.50'	93°13'38"	144.00'	128.63'	S 07°07'29" W
C5	291.50'	34°37'56"	176.20'	173.53'	S 22°10'22" E
C6	308.50'	36°29'53"	196.52'	193.21'	S 23°06'20" E
C7	291.50'	20°12'56"	102.85'	102.32'	S 31°14'48" E
C8	308.50'	33°06'03"	178.23'	175.76'	S 37°41'22" E
C9	408.50'	17°51'00"	127.26'	126.75'	S 63°09'53" E
C10	108.50'	58°40'27"	111.11'	106.32'	N 78°34'24" E
C11	57.50'	61°56'19"	62.16'	59.18'	S 41°18'10" E
C12	10.00'	90°00'00"	15.71'	14.14'	N 23°00'40" E
C13	300.00'	21°35'50"	113.08'	112.41'	S 78°42'56" W
C14	275.00'	21°35'50"	103.66'	103.05'	N 78°42'56" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L81	N 00°29'09" W	457.82'
L82	N 89°29'39" E	429.96'

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WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-11

[AMENDED & RESTATED[1] SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY - BONDS]

A RESOLUTION AMENDING AND RESTATING RESOLUTION 2024-08 AND SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2025; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waypointe Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution 2025-10 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on August 9, 2024, and in order to finance all or a portion of what is known as the "2025 Project" ("**Project**"), the District adopted Resolution 2024-07 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Bonds, Series 2025 ("**Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

[1] This Resolution supersedes and replaces Resolution 2024-08, and in order to account for the adoption of the Master Assessment Resolution, after notice and a public hearing.

WHEREAS, the District intends to secure the Bonds by levying debt service special assessments ("**Assessments**") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

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

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

a. The *First Supplemental Engineer's Report,* as further amended and supplemented from time to time, attached to this Resolution as **Exhibit A** ("**Engineer's Report**"), identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.

b. The *First Supplemental Special Assessment Methodology Report*, attached to this Resolution as **Exhibit B** ("**Supplemental Assessment Report**"), applies the *Master Special Assessment Methodology Report,* dated March 6, 2023, to be effective as of April 14, 2023 ("**Master Assessment Report**") to the Project and the proposed terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a. herein.

c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B,** the Project benefits all developable property within the District, as further described in

Exhibit C attached hereto ("**Assessment Area**"). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the Assessments, as described in **Exhibit B**, and as such the Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

a. Prepare final versions of the Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:

   i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and this Resolution,

   ii. the final versions shall be approved by the Chairman or, in the Chairman's absence, the Vice Chairman, and in the absence or unavailability of the Vice Chairman, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and

   iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of Assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.

b. After pricing, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and

c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, and together with interest and collection costs, and

shall cover all developable acreage within the Assessment Area, as further provided in the Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage.

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

a. The Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Report shall reflect the actual terms of the issuance of the Bonds. The Assessments shall be paid in not more than thirty (30) years of installments of principal and interest, excluding any capitalized interest period.

b. The District hereby certifies the Assessments for collection and authorizes and directs District staff to take all actions necessary to meet the time and other deadlines imposed for collection by the County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Assessments shall be collected for the upcoming fiscal year. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect the Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

6. **IMPACT FEE CREDITS.** [RESERVED.]

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times, plus any applicable interest, attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution, Master Assessment Report and Supplemental Assessment Report addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Bonds, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such

lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairperson, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by this Resolution. The Vice Chairperson is hereby authorized to act in the stead of the Chairperson in any undertaking authorized or required of the Chairperson hereunder, and in the absence of the Chairperson and Vice Chairperson, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS**. This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution - including Resolution 2024-08 - are, to the extent of such conflict, superseded and repealed.

12. **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.

13. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[signatures on following page]

APPROVED AND ADOPTED this 19th day of February, 2025.

ATTEST:	**WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A:	*First Supplemental Engineer's Report*
Exhibit B:	*First Supplemental Special Assessment Methodology Report*
Exhibit C:	Legal Description of the Assessment Area
Comp. Exhibit D:	Maturities and Coupon of Bonds
	Sources and Uses of Funds for Bonds
	Annual Debt Service Payment Due on Bonds

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

9A

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

INTERLOCAL AGREEMENT
FOR OPERATION AND MAINTENANCE

This *Interlocal Agreement for Operation and Maintenance* ("**Agreement**") is entered into by and between THE CITY OF DAYTONA BEACH, FLORIDA, a municipal corporation ("**City**") and WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("**District**").

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" ("**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities 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; and

WHEREAS, the City of Daytona Beach has approved that certain plat ("**Plat**") entitled _____, which is recorded at Plat Book ___, Page ____; and

WHEREAS, the Plat dedicates certain tracts and easement rights to the District, and in order for the District to operate and maintain certain roadway tracts (including roadway improvements as well as related hardscape/landscape/irrigation/lighting improvements), common areas, drainage tracts, wetlands and other improvements (as listed on the Plat together, and as such Plat may be amended from time to time, "**CDD Areas**"); and

WHEREAS, the City and District desire to enter into this Agreement in order for the District to assume its perpetual obligations to provide maintenance services to the CDD Areas;

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

1. **Operation and Maintenance Responsibilities**. At the District's sole cost and expense, the District shall have the perpetual right and obligation to construct, install, acquire, operate, maintain, repair and replace all roadway, hardscape, landscape, irrigation, lighting, stormwater, and wetland improvements within the CDD Areas. This Agreement is intended to expressly authorize and require the District to construct, install, acquire, operate, maintain, repair and replacement improvements within the CDD Areas, including among others those outside the District's boundaries, pursuant to Section 190.012(1)(g) and (1)(h), *Florida Statutes*. The City shall have no obligations whatsoever with respect to the CDD Areas.

2. **Execution in Counterparts**. This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

3. **Limitation on Governmental Liability**. Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the City or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the District in its, his or her individual capacity, and neither the members of the governing body of the City or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the City or the District of this Agreement or any related act.

4. **Notices**. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City:	City of Daytona Beach 301 S. Ridgewood Ave. Daytona Beach, Florida 322114 Attn: CDD Coordinator
If to the District:	Waypointe Community Development District Vesta District Services 250 International Parkway, Suite 208 Lake Mary, Florida 32746 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: Jere Earlywine

5. **Governing Law and Venue**. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Volusia County, Florida.

6. **Assignment and Binding Effect**. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this

Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

7. **Amendments**. No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

8. **Filing**. After approval of this Agreement by the respective governing bodies of the City and this District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

9. **Entire Agreement**. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

10. **Effective Date**. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court. This Agreement shall also be recorded in the public records of the City to become a part of the title history of properties in the District.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

CITY COMMISSION
THE CITY OF DAYTONA BEACH, FLORIDA

By: _____
Name: _____
Title: _____

WITNESSES:

_____
Name: _____
Title: _____
Address: _____
_____

_____
Name: _____
Title: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, as _____ and on behalf of the City of Daytona Beach, Florida. He [___] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

WITNESSES:

_____
Name: _____
Title: _____
Address: _____
_____

_____
Name: _____
Title: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, as Chairperson of the Waypointe Community Development District, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

9B

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

CDD DRAINAGE EASEMENT AGREEMENT

THIS CDD DRAINAGE EASEMENT AGREEMENT ("**Agreement**") is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

Waypointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

_____, a _____, and whose address is _____ ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Landowner presently owns certain lands described in **Exhibit A** (together, "**Property**"), which Property is intended to be developed into commercial and multi-family parcels; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

WHEREAS, the District's capital improvement plan includes a stormwater management system that conveys and treats surface water runoff from District property and adjacent properties; and

WHEREAS, the Landowner desires to have an easement that would authorize surface water runoff to drain from the Landowner's Property and into the District's stormwater system, and further authorize an individual Landowner to connect stormwater pipes/structures to the District's stormwater system; and

WHEREAS, the District is agreeable to granting such easement rights, on the terms set forth herein.

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 District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. DRAINAGE EASEMENT.

A. ***Easements*** **-** The District does hereby grant to the Landowner a non-exclusive, perpetual easement over District-owned property (as identified by the District in its reasonable discretion and upon request) for the purpose of (1) conveying stormwater from the Landowner's Property and into the District's stormwater system, and (2) connecting stormwater pipes/structures ("**Connection Structures**") from the Landowner's Property and to the District's stormwater system on the terms set forth herein (part (2), herein, "**Connection Project**").

B. ***Notice*** **–** The Landowner shall provide the District with 30 days prior written notice prior to undertaking a Connection Project, and, upon request of the District, shall provide the District with a copy of any applicable plans, permits, schedule, insurance certificates, construction contracts, and other documentation reasonably requested by the District to review the Connection Project for compliance with the terms of this Agreement.

C. ***Easement Area*** **-** Any Connection Project shall be planned and conducted in a manner so as to minimize the geographic area of District property necessary for the stormwater connection to occur. The District shall have the ability in its sole discretion to determine the location of any such connections. Further, the Landowner shall not have the right to stage a Connection Project on District property and any staging shall be done on the Landowner's Property.

D. ***Final Inspection*** **-** Upon completion of any Connection Project, the Landowner shall notify the District in writing, and, upon request of the District, cooperate with the District in conducting an inspection of the Connection Project within five business days after the completion of the Connection Project.

E. ***Standard of Care*** **-** Landowner shall cause any Connection Structures to be designed, constructed, repaired, maintained and reconstructed in a sound, professional manner and consistent with community standards.

F. ***O&M Responsibility*** **-** The Landowner shall own any Connection Structures, and shall be fully responsible for the Landowner's cost for the design, permitting, construction, repair, maintenance, and reconstruction of the Connection Structures.

G. ***Permits*** **-** The Landowner shall be responsible for obtaining any and all applicable permits and approvals relating to any Connection Project (including but not limited to any approvals of U.S. Army Corps of Engineers, Florida Department of Environmental Protection, the City, the County, any applicable homeowners' association, or any other regulatory or similar authority of any kind), provided however that the District shall serve as the operation and maintenance entity under for the District's master stormwater management system.

H. ***Licensed Contractors*** **-** All Connection Projects conducted pursuant to this Agreement shall be conducted by a licensed and insured contractor. The Landowner shall cause its contractors and/or subcontractors performing work relating to the Connection Project to comply with the requirements of this

Agreement by incorporating the Landowner's obligations hereunder into any agreements with Landowner's contractors and/or subcontractors.

I. ***No Liens*** **-** The Landowner shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against District property in connection with the exercise of its rights hereunder.

J. ***Due Care; Damage.*** The Landowner shall use all due care to access and use the District property for the purposes contemplated by this Agreement without adverse impact and/or damage to the District's stormwater system, or any other property or improvements of any kind. The Landowner shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the exercise of the rights granted hereunder. In the event that the Landowner, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the District's stormwater system, or any other property or improvements of any kind, the Landowner shall immediately notify the District and promptly restore the damaged property to as nearly as practical the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. Alternatively, the District may in its sole discretion elect to perform any such restoration work and charge the Landowner for any cost and expense of the restoration work.

K. ***Indemnification*** – The Landowner agrees to indemnify, defend and hold harmless the District and its supervisors, officers, attorneys, engineers, managers, representatives and agents from and against from any and all claims, losses, costs, liabilities and/or damages of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, or intentionally wrongful conduct of the Landowner and/or Landowner's employees, contractors, subcontractors, representatives and/or agents, and arising out of or related in any way to this Agreement and/or the exercise of the rights granted hereunder.

L. ***Insurance*** **–** Landowner and its contractors (and their subcontractors, employees, and materialmen) undertaking any Connection Project shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted under this Agreement. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than $1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District. The District shall be a named additional insured on any such policies, and the Landowner shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing any Connection Project.

M. ***Compliance with Laws*** **-** Any rights granted hereunder shall be exercised by Landowner only in accordance and compliance with any and all applicable laws,

ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto, as well as any District rules and policies, which may be modified or amended from time to time. Among other things, the Landowner shall not discharge into or within the District's stormwater system or other property any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

3. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

6. 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 at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 tothe next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United Statesgovernment shall not be regarded as business days. Counsel for the parties may deliver Notice on behalfof the party represented. Any party or other person to whom Notices are to be sent or copied may notifythe 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 herein.

7. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreementand received the advice of counsel. In the case of a dispute concerning the interpretation of any provisionof this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement;

and all ofthe provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Landowner's Property, binding upon the Landowner and its successors and assigns as to the Landowner's Property or portions thereof.

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 the parties hereto.

11. APPLICABLE 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. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver ofimmunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by otheroperation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions ofthis Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, eachof which when executed and delivered shall be an original; however, all such counterparts together shallconstitute, 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – WAYPOINTE CDD]

Executed as of the____day of_____, 2025.

WITNESS

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Address: _____
_____

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, **Chairperson**, of **WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – WAYPOINTE CDD]

Executed as of the____day of_____, 2025.

WITNESS _____

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL/MULTI-FAMILY PROPERTY

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL / MULTI-FAMILY PROPERTY

{USE PLATTED LEGAL FOR Tracts _____, as identified on the plat entitled _____, recorded in the Public Records of Volusia County, Florida at Plat Book _____, Page(s) ____ et seq., OR USE SKETCH & LEGAL FOR EQUIVALENT PROPERTY}

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

9C

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT ("**Agreement**") is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

Waypointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

_____, a _____, and whose address is _____ ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Landowner presently owns certain lands described in **Exhibit A** (together, "**Property**"), which Property is intended to be developed into commercial and multi-family parcels; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

WHEREAS, the District's capital improvement plan includes certain offsite improvements ("**Improvements**"), including roadways, hardscape/lighting/landscape/irrigation improvements, and stormwater and conservation improvements that benefit lands within the District as well as the Property, as shown in **Exhibit B**; and

WHEREAS, the Improvements are required to be developed in order for the lands within the District to be developed; and

WHEREAS, for efficiency, the District and the Landowner desire for the District to undertake the operation and maintenance of the Improvements, and the Landowner has agreed to pay for its share of the maintenance costs, as set forth herein;

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 District and the Landowner agrees as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. OPERATION AND MAINTENANCE OF IMPROVEMENTS. The District and the Landowner acknowledge and agree that:

A. The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District from the Landowner.

B. To fund the costs associated with the Improvements, the parties agree that the Landowner shall be responsible for certain shared expenses ("**Shared Expenses**") incurred by the District and necessary for the operation, maintenance, repair and replacement of the Improvements**.** It is anticipated that the Landowner shall transfer the Property to one or more successors and assigns. Each Landowner shall be responsible for its share of the Shared Expenses based on its pro-rated share of the total acreage of the Property.

C. In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs for the Shared Expenses (as defined herein) for the upcoming District fiscal year, which begins October 1.

D. Each Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within ten (10) days of written notice from the District. In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the District's Fiscal Year – shall immediately become due and payable, together with interest, penalties in the amount of two percent (2%) per month, and all costs of collection and enforcement, including attorney's fees and costs.

E. This Agreement is intended to create a contractual lien in favor of the District and for the Property to serve as the security for the payment of Shared Expenses.

F. THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, *FLORIDA STATUTES*, ET SEQ., IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY RENEW THIS AGREEMENT BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, *FLORIDA STATUTES*.

3. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

6. 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 at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 tothe next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United Statesgovernment shall not be regarded as business days. Counsel for the parties may deliver Notice on behalfof the party represented. Any party or other person to whom Notices are to be sent or copied may notifythe 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 herein.

7. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreementand received the advice of counsel. In the case of a dispute concerning the interpretation of any provisionof this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof.

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 the parties hereto.

11. APPLICABLE 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. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county

in which the District is located.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver ofimmunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by otheroperation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions ofthis Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, eachof which when executed and delivered shall be an original; however, all such counterparts together shallconstitute, 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD MAINTENANCE AGREEMENT – WAYPOINTE CDD]

Executed as of the____day of_____, 2025.

WITNESS

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Address: _____
_____

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, **Chairperson**, of **WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR CDD MAINTENANCE AGREEMENT – WAYPOINTE CDD]

Executed as of the____day of_____, 2025.

WITNESS **_____**

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL/MULTI-FAMILY PROPERTY
EXHIBIT B: LEGAL DESCRIPTION OF OFFSITE IMPROVEMENTS

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL / MULTI-FAMILY PROPERTY

{USE PLATTED LEGAL FOR Tracts _____, as identified on the plat entitled _____, recorded in the Public Records of Volusia County, Florida at Plat Book _____, Page(s) ____ et seq., OR USE SKETCH & LEGAL FOR EQUIVALENT PROPERTY}

EXHIBIT B: LEGAL DESCRIPTION OF OFFSITE IMPROVEMENTS

{USE PLATTED LEGAL FOR Tracts _____, as identified on the plat entitled _____, recorded in the Public Records of Volusia County, Florida at Plat Book _____, Page(s) ____ et seq., OR USE SKETCH & LEGAL FOR EQUIVALENT PROPERTY}

The Shared Expenses shall include the operation, maintenance, repair and replacement of the following improvements:

Improvement	**Cost Share %**
District stormwater system	Each multi-family and commercial parcel will pay a percentage based on pro-rated acreage (e.g., parcel acreage divided by the sum of the District acreage and multi-family acreage and commercial acreage)
District monument tower, wall, and landscaping buffer areas along Interstate 95	Same as above
Landscaping, hardscaping and irrigation within the District spine road	Same as above
District trail system	Multi-family parcels will pay 33% of the costs
District commercial interconnected roadway	Commercial parcels will pay ___% of the costs [TBD based on trips]
District commercial screening wall	Storage parcel (one of the commercial parcels) will pay ___% of the costs

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

9D

Exhibit "G"
Form Pond Maintenance Agreement

This instrument was prepared by and upon recording should be returned to: Scott A. Cookson, Esq. 1000 Legion Place, Suite 1700 Orlando, FL 32801	(This space reserved for Clerk)

POND MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS

THIS POND MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS (this "**Agreement**") is made and entered into to this ___ day of _____, 202__ (the "**Effective Date**"), by and between **BF-KL WAYPOINTE LLC**, a Delaware limited liability company, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**BF-KL**"), and **HARTIZEN HOMES, LLC**, an Ohio limited liability company, whose mailing address is 1000 Legion Place, Suite 800, Orlando, Florida 32801 ("**Hartizen**"), as joined in and consented to by _____, **INC.**, a Florida not-for-profit corporation, whose mailing address is _____ ("**HOA**"), for the express purposes provided herein.

RECITALS

WHEREAS, BF-KL and Hartizen are parties to that certain Agreement of Sale and Purchase of Property dated September 11, 2024 (as amended, the "**Purchase Agreement**"); and

WHEREAS, BF-KL is the owner of that certain real property located in Volusia County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "**Cell Tower Parcel**"); and

WHEREAS, BF-KL is the owner of that certain real property situated West of and adjacent to the Cell Tower Parcel, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein (the "**Multi-Family Parcel"**); and

WHEREAS, from and after the Effective Date of this Agreement, BF-KL intends to sell the Multi-Family Parcel to a third-party buyer (the "**Future Multi-Family Owner**"), for development of and use as apartment units, but BF-KL shall otherwise temporarily maintain ownership of, either directly, or through conveyance to an affiliated entity, the Cell Tower Parcel; and

WHEREAS, of even date herewith, BF-KL conveyed to Hartizen that certain real property more particularly described on **Exhibit "C"** attached hereto and incorporated herein (the "**Townhome Parcel**", or together with the Cell Tower Parcel and the Multi-Family Parcel, the "**Property**"), which Hartizen intends to use for the development of townhome lots; and

WHEREAS, Hartizen has formed the HOA for purposes of managing and governing the Townhome Parcel and anticipates the Townhome Parcel shall be subject to a declaration of restrictions; and

WHEREAS, the Cell Tower Parcel, the Multi-Family Parcel, and the Townhome Parcel are all located adjacent to a shared stormwater pond, as more particularly described on **Exhibit "D"** attached hereto and incorporated herein (the "**Shared Pond**"); and

WHEREAS, the terms of the Purchase Agreement provide for the joint maintenance of said Shared Pond, as well as the surrounding pond banks, by Hartizen and BF-KL, or their respective successors or assigns; and

WHEREAS, the parties desire to enter into this Agreement for purposes of memorializing the obligations of each party with respect to: (i) the repair and maintenance of the Shared Pond, including each party's responsibility to pay a proportionate share of the expenses associated therewith; and (ii) the repair and maintenance of the surrounding banks.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. MAINTENANCE OF SHARED POND. Subject to the satisfaction of the cost sharing obligations set forth in Section 4 herein, the parties hereby acknowledge and agree the HOA shall be responsible for repairing and maintaining, on behalf of the parties, or the then current owners of the Townhome Parcel and Multi-Family Parcel, the littoral and vegetative buffer portions of the Shared Pond, including but not limited to repair and maintenance of any outfall structures located within the Shared Pond, preventative measures required to eliminate shoreline erosion, water control testing and/or the removal of any invasive aquatic plants or nuisance weeds (collectively, the "**Shared Pond Maintenance**"). For the avoidance of doubt, the parties hereby acknowledge and agree the Shared Pond Maintenance shall include any fees or expenses associated with the retention of licensed contractors or engineers needed to perform the work, as well as any reasonable expenses associated with the HOA's management and oversight of the same. HOA shall maintain in good condition and repair all portions of the Shared Pond, including the littoral and vegetative portions of the Shared Pond, but specifically excluding the Pond Banks (as that term is defined in Section 3 herein). To fulfill its obligations under this Agreement, HOA will have, without limitation, the power and authority to execute one or more maintenance or service contracts providing for maintenance and other services to fulfill the responsibilities assigned to the HOA by this Agreement. For the avoidance of doubt, the vegetative buffer zone to be maintained by the HOA shall include approximately three (3) to five (5) feet from the edge of the waterline.

3. MAINTENANCE OF POND BANKS. For purposes of this Agreement, the parties hereby acknowledge and agree those portions of the shoreline extending above the vegetative buffer zone and extending to the boundaries of the Shared Pond, as legally described in **Exhibit "D"** attached hereto and incorporated herein, shall be classified as "**Pond Bank(s)**". From and after the Effective Date of this Agreement, the parties hereby acknowledge and agree: (i) BF-KL shall be responsible, at BF-KL's sole cost and expense, for maintaining the portion of the Pond Bank located adjacent to the Cell Tower Parcel in good condition and repair; (ii) Hartizen (or at Hartizen's option, the HOA) shall be responsible, at Hartizen's sole cost and expense, for maintaining the portion of the Pond Bank located adjacent to the Townhome Parcel in good condition and repair; and (iii) until such time as the Multi-Family Parcel is conveyed to the Future Multi-Family Owner, BF-KL shall be responsible, at BF-KL's sole cost and expense, for maintaining the portion of the Pond Bank located adjacent to the Multi-Family Parcel in good condition and repair, all as more particularly shown on **Exhibit "E"** attached hereto and incorporated

herein. For purposes of this Agreement, maintenance of the Pond Banks shall include the collection and disposal of any debris, as well as regular mowing, edging and maintenance of any landscaping located within each party's respective Pond Bank (the "**Pond Bank Maintenance**"). For the avoidance of doubt, the cost or expense incurred by each party in connection with the performance of any Pond Bank Maintenance shall not be subject to or included within those fees and expenses eligible for cost sharing, as set forth in Section 4 herein. Furthermore, should any party fail to maintain the applicable portion of the Pond Bank in good condition, the HOA may, after giving the non-performing party ten (10) days written notice and an opportunity to cure, have the Pond Bank mowed, cleaned and otherwise maintained, in which case the non-performing party agrees to reimburse the HOA for the cost of such maintenance plus a 15% administrative charge immediately upon receipt of a billing together with reasonably detailed supporting information.

4. COST SHARING FOR SHARED POND MAINTENANCE. The parties hereby acknowledge and agree the owner of the Multi-Family Parcel and the Townhome Parcel shall each be responsible for a proportionate share equal to fifty percent (50%) of the total annual cost to perform the Shared Pond Maintenance. Each party's share of the annual cost to repair and maintain the Shared Pond, as set forth in this Agreement, will be referred to as the party's "**Proportionate Share**". The parties hereby acknowledge and agree the Proportionate Share associated with ownership of the Multi-Family Parcel shall be paid by BF-KL until such time as Multi-Family Parcel is conveyed to the Future Multi-Family Owner. Furthermore, the parties hereby acknowledge and agree any obligation to remit the Proportionate Share associated with the Townhome Parcel shall be paid by Hartizen or, at Hartizen's option, may be assigned to the HOA. Commencing on January 1 following the Effective Date of this Agreement, and on each January 1 occurring thereafter, the owners of the Multi-Family Parcel and Townhome Parcel, or their respective successor or assigns, shall remit to the HOA each party's Proportionate Share of the budget of expenses anticipated to be incurred by the HOA for the next calendar year for the maintenance, repair or replacements of the Shared Pond (the "**Maintenance Expenses**"). On or before October 1st of each year, HOA shall notify the parties of the budgeted Maintenance Expenses for the next calendar year. In the event the Maintenance Expenses as estimated in the budget for a particular calendar year exceed the actual costs (after the actual Maintenance Expenses for that period are known), then the deficiency shall be included as an increase in the calculation of the Maintenance Expenses for the next ensuing calendar year.

5. RECIPROCAL ACCESS. Hartizen does hereby grant and deliver unto the HOA, BF-KL and each party's contractors, agents, employees, successors and assigns, a perpetual, non-exclusive access easement (the "**Townhome Easement**") on, upon, over, across and through that portion of the Shared Pond located within the Townhome Parcel. Furthermore, BF-KL does hereby grant and deliver unto the HOA, Hartizen and each party's contractors, agents, employees, successors and assigns, a perpetual, non-exclusive access easement (the "**Multi-Family Easement**") on, upon, over, across and through that portion of the Shared Pond located within the Multi-Family Parcel.

6. RESTRICTIONS ON BOATING; NO PUBLIC ACCESS. Under no circumstances shall the Shared Pond be utilized by BF-KL, Hartizen, HOA or the employees, agents, invitees, successors or assigns of any party, for use for recreational purposes by any gasoline-powered boat or personal watercraft (i.e. jet ski). Furthermore, nothing contained in this Agreement shall be deemed to vest any rights whatsoever for use of the Shared Pond, in any manner whatsoever, by the general public.

7. ESTOPPEL. Upon thirty (30) days' prior written notice, BF-KL, Hartizen and the HOA shall confirm to the others that they know of no defaults or current claims existing and that there are no sums due or owing under this Agreement as of the date of such confirmation.

8. DEFAULT. A default by a party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

9. ENFORCEMENT OF AGREEMENT. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the parties hereto.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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. 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, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery to 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 addresses 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 addresses set forth in this Agreement.

14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

15. ASSIGNMENT; RUNS WITH THE LAND. This Agreement shall run with title to the Property and the rights and obligations created herein shall be binding on existing owners, their successors and assigns, and future owners of the Property.

16. COMPLIANCE WITH APPLICABLE LAWS. The Shared Pond Maintenance and/or Pond Bank Maintenance to be performed by each party as more particularly set forth in this Agreement shall comply with all governmental, quasi-governmental, including any Environmental Protection Agency laws, codes, restrictions, rules, regulations, covenants or restrictions pertaining to the pond maintenance

and easements granted hereby and to the use thereof, including, but not limited to, those relating to stormwater discharge and environmental laws.

17. **INDEMNIFICATION**. Each party hereto shall, at all times, save, defend, and keep the other parties free and harmless from any and all damage or liability occasioned by (i) any act of negligence of the indemnifying party, or of any contractor, agent, or employee of the indemnifying party; or (ii) the exercise by such party of the easement rights, if any, granted pursuant to this Agreement, excepting, however, that no party shall be indemnified against loss or liability resulting from its own negligence or the negligence of its contractors, employees, or agents.

18. **CONTROLLING LAW/ VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any action arising out of this Agreement shall be Volusia County, Florida.

19. **ARM'S LENGTH TRANSACTION.** 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 doubtful language will not be interpreted or construed against any party.

20. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. **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.

22. **SEVERABILITY**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

23. **RELATIONSHIP OF PARTIES**. Unless specifically agreed to and acknowledged in writing, neither party shall be the agent of the other for any purpose. Nothing herein shall be construed to constitute the parties as partners or joint venturers.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

[SIGNATURE PAGE FOR POND MAINTENANCE AGREEMENT]

WITNESS:

By: _____
Name: _____
Address: _____
_____-

By: _____
Name: _____
Address: _____
_____-

BF-KL:

BF-KL WAYPOINTE LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of **BF-KL WAYPOINTE LLC**, a Delaware limited liability company, on behalf of the company, who appeared before me this day in person, and who ☐ is either personally known to me, or ☐ produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WITNESS:

HARTIZEN:

HARTIZEN HOMES, LLC, an Ohio limited liability company

By: _____
Name: _____
Address: _____
_____-

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____
_____-

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of **HARTIZEN HOMES, LLC,** an Ohio limited liability company, on behalf of the company, who appeared before me this day in person, and who ☐ is either personally known to me, or ☐ produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WITNESS:

By: _____
Name: _____
Address: _____
_____-

By: _____
Name: _____
Address: _____
_____-

HOA:

_____, INC., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of **_____, INC.,** a Florida not-for-profit corporation, on behalf of the corporation, who appeared before me this day in person, and who ☐ is either personally known to me, or ☐ produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit "A"
Cell Tower Parcel

[To be attached]

Exhibit "B"
Multi-Family Parcel

[To be attached]

Exhibit "C"
Townhome Parcel

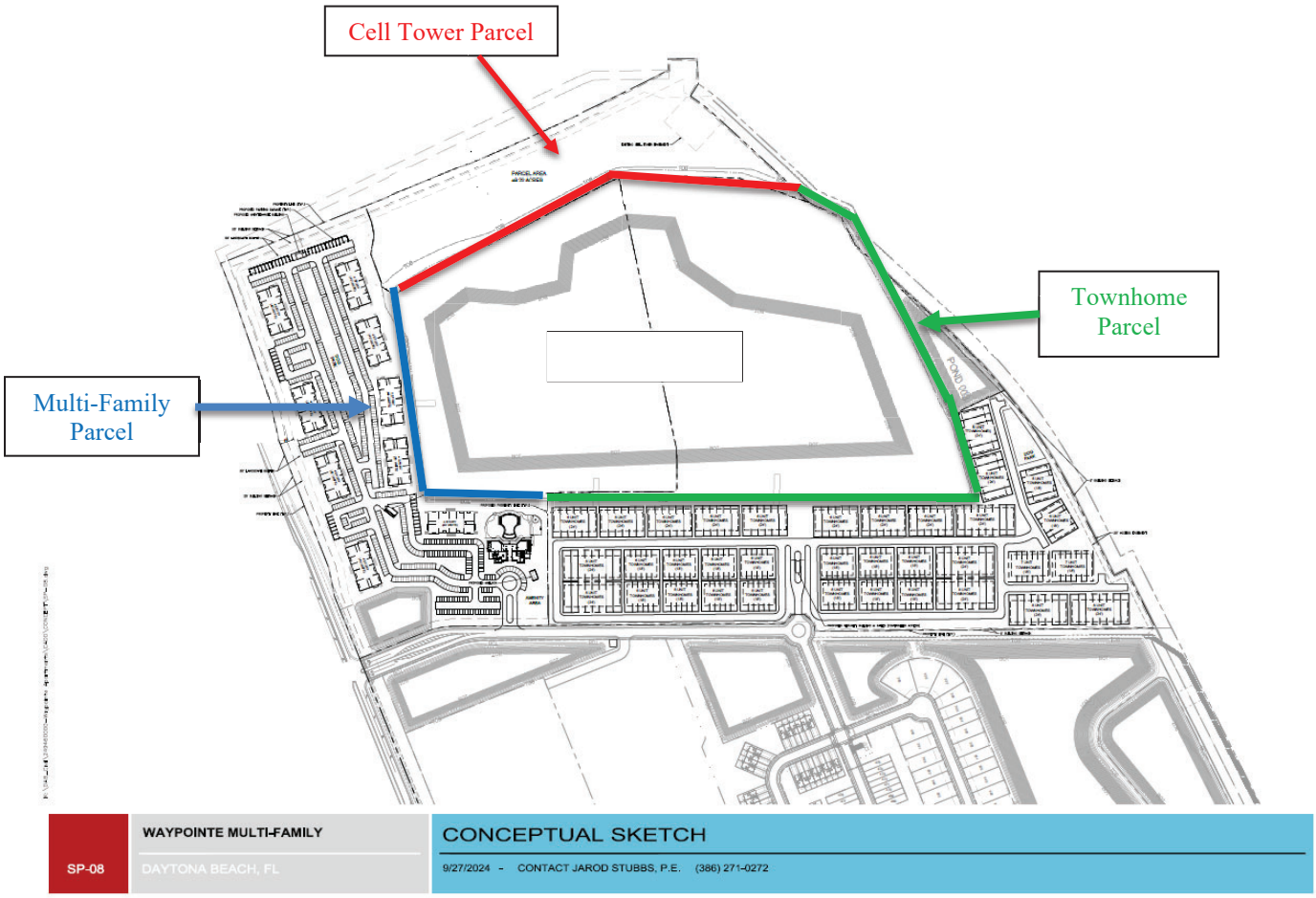
A parcel of land lying Sections 2 & 3, Township 16 South, Range 32 East, and Sections 34 & 35, Township 15 South, Range 32 East, Osceola County, Florida and being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 2, run thence along the East boundary of said Northwest 1/4 of said Section 2, S.00°46'39"E., a distance of 699.41 feet; thence S.89°13'21"W., a distance of 962.10 feet to the **POINT OF BEGINNING**; thence S.89°30'51"W., a distance of 1174.93 feet; thence Northwesterly, 61.32 feet along the arc of a non-tangent curve to the left having a radius of 55.50 feet and a central angle of 63°18'01" (chord bearing N.29°33'15"W., 58.25 feet); thence Northwesterly, 7.42 feet along the arc of a reverse curve to the right having a radius of 7.00 feet and a central angle of 60°41'53" (chord bearing N.30°51'19"W., 7.07 feet); thence S.89°29'38"W., a distance of 50.00 feet; thence Southwesterly, 8.79 feet along the arc of a non-tangent curve to the right having a radius of 7.30 feet and a central angle of 68°57'34" (chord bearing S.22°41'53"W., 8.27 feet); thence Southwesterly, 26.02 feet along the arc of a reverse curve to the left having a radius of 55.50 feet and a central angle of 26°51'59" (chord bearing S.43°44'41"W., 25.79 feet); thence Southwesterly, 7.23 feet along the arc of a reverse curve to the right having a radius of 7.00 feet and a central angle of 59°12'10" (chord bearing S.59°54'46"W., 6.92 feet); thence S.89°30'51"W., a distance of 22.48 feet; thence S.89°30'51"W., a distance of 787.33 feet; thence N.00°29'09"W., a distance of 457.82 feet; thence N.89°29'39"E., a distance of 447.69 feet; thence N.00°24'00"W., a distance of 143.95 feet; thence N.12°02'50"W., a distance of 960.19 feet; thence N.81°07'44"E., a distance of 46.55 feet; thence N.89°58'18"E., a distance of 102.91 feet; thence S.87°53'29"E., a distance of 271.40 feet; thence S.71°07'28"E., a distance of 251.05 feet; thence S.47°22'57"E., a distance of 3.33 feet; thence S.66°39'23"E., a distance of 119.01 feet; thence S.26°38'47"E., a distance of 110.94 feet; thence S.47°22'57"E., a distance of 409.11 feet; thence Southeasterly, 490.92 feet along the arc of a tangent curve to the right having a radius of 2147.99 feet and a central angle of 13°05'41" (chord bearing S.40°50'07"E., 489.85 feet); thence Southeasterly, 286.48 feet along the arc of a compound curve to the right having a radius of 2147.96 feet and a central angle of 07°38'30" (chord bearing S.30°28'01"E., 286.27 feet); thence S.26°38'47"E., a distance of 275.00 feet; thence N.63°21'14"E., a distance of 45.98 feet; thence S.26°38'46"E., a distance of 226.47 feet to the **POINT OF BEGINNING.**

Exhibit "D"
Shared Pond

[To be attached]

Exhibit "E"
Pond Banks



WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waypointe Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Volusia County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District's local records office shall be located at:

_____
_____
_____

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

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

WAYPOINTE CDD
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024

WAYPOINTE CDD
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General Fund	Total Governmental Funds
ASSETS		
Cash	$ 1,955	1,955
Accounts receivable	2,752	2,752
Total assets	$ 4,707	$ 4,707
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	$ 2,752	$ 2,752
Total liabilities	2,752	2,752
Fund balances:		
Restricted for:		
Unassigned	1,955	1,955
Total fund balances	1,955	1,955
Total liabilities and fund balances	$ 4,707	$ 4,707

WAYPOINTE CDD
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ 2,752	$ 10,127	$ 128,155	8%
Total revenues	2,752	10,127	128,155	8%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	2,400	0%
Management/accounting/recording	1,000	3,000	48,000	6%
Legal	-	1,103	25,000	4%
Engineering	-	649	30,000	2%
Dissemination agent[2]	-	-	2,000	0%
Telephone	-	-	250	0%
Postage	-	-	500	0%
Printing & binding	-	-	500	0%
Legal advertising	-	-	10,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	6,000	87%
Contingencies/bank charges	-	-	1,500	0%
Meeting Room Rental	-	-	250	0%
Website				
Hosting & maintenance	-	-	1,370	0%
ADA compliance	-	-	210	0%
Total professional & administrative	1,000	10,127	128,155	8%
Total expenditures	1,000	10,127	128,155	8%
Excess/(deficiency) of revenues over/(under) expenditures	1,752	-	-	
Fund balances - beginning	203	1,955	-	
Fund balances - ending	$ 1,955	$ 1,955	$ -	

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

MINUTES OF MEETING
WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Waypointe Community Development District held a Regular Meeting on January 14, 2025 at 1:00 p.m., at the Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114.

Present were:

Bill Fife	Chair
Timothy Smith	Vice Chair
Haley Kiernan	Assistant Secretary
Eric Morrisette	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel
Jared Stubbs (via telephone)	District Engineer

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

Mr. Kantarzhi called the meeting to order at 1:01 p.m.

Supervisors Fife, Smith, Kiernan and Morrisette were present. Supervisor Frye was not present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Presentation of Engineer's Report**

Mr. Earlywine recalled that the CDD went through the assessment process a while ago which put the assessment lien in place for the entire project. Since then, the CDD has started the process of amending the boundaries of the CDD so it is necessary to put in place a lien that only encompasses the lands that will be subject to the new boundaries of the CDD. He noted the following:

- The new Capital Improvement Plan (CIP) anticipates 610 homes and 250 townhomes, for a total of 860 units.

Mr. Earlywine discussed the cost estimates in the Report and stated that the Report contains all the necessary conclusions and findings, including that the CIP is feasible to construct, and that the project will benefit the assessed lands within the boundaries of the CDD. It also notes that the project will also benefit the commercial and multi-family.

Mr. Stubbs stated that he and Mr. Earlywine will coordinate to provide an updated Engineer's Report. He noted that the main difference is the removal of the multi-family and the commercial and the addition of the new townhome area at the northeastern corner of the project.

On MOTION by Mr. Smith and seconded by Mr. Fife, with all in favor, the Engineer's Report, in substantial form, was approved.

FOURTH ORDER OF BUSINESS **Presentation of Amended and Restated Master Special Assessment Methodology Report**

Mr. Kantarzhi presented the Amended and Restated Master Special Assessment Methodology Report dated January 14, 2025. He noted the following:

- This Methodology Report takes into account the Boundary Amendment that will remove property from the CDD boundaries.
- The land within the District currently consists of approximately 426.701 +/-acres. The District is currently undertaking a process to remove 159.15 +/-acres from within the boundaries of the District resulting in a total acreage of 267.545 +/-acres.
- The Project envisions 610 homes and 250 townhomes, for a total of 860 units.
- The Project will consist of public earthwork and stormwater system, roadways, water, sewer reclaim utilities and lift station, hardscape, landscape, irrigation, amenities, conservation/ mitigation, and off-site improvements, the costs of which, along with contingencies and professional fees, were estimated by the District Engineer at $82,130,400, however, once the Contraction Parcel is removed, the total then is estimated at $58,234,347.

- The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $79,990,000 to finance approximately $58,234,347 in Project costs.

Mr. Earlywine stated that this Methodology Report contains all the findings such that the assessments are supported by sufficient benefit, based on the Engineer's Report and that the assessments are fairly and reasonably allocated.

On MOTION by Mr. Fife and seconded by Mr. Smith, with all in favor, the Amended and Restated Master Special Assessment Methodology Report, in substantial form, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-08, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid By Assessments, and the Manner and Timing in Which the Assessments are to be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date [Restated Declaring Resolution]**

Mr. Kantarzhi presented Resolution 2025-08 and read the title.

On MOTION by Mr. Fife and seconded Mr. Smith, with all in favor, Resolution 2025-08, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid By Assessments, and the Manner and Timing in Which the Assessments are to be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings on February 19, 2025 at 12:30 p.m., at the Storch Law Firm, 420 S. Nova Road,

Daytona Beach, Florida 32114; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date [Restated Declaring Resolution], was adopted.

SIXTH ORDER OF BUSINESS **Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date**

This item was deferred.

SEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of November 30, 2024**

On MOTION by Mr. Fife and seconded by Mr. Smith, with all in favor, the Unaudited Financial Statements as of November 30, 2024, were accepted.

EIGHTH ORDER OF BUSINESS **Approval of December 10, 2024 Special Meeting Minutes**

The following change was made:

Line 19: Insert "(via telephone)" after "Stubbs"

On MOTION by Mr. Smith and seconded Mr. Fife, with all in favor, the December 10, 2024 Special Meeting Minutes, as amended, were approved.

NINTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

Mr. Earlywine anticipates bond issuance in March 2025.

B. District Engineer: Kimley-Horn

There was no report.

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

- **NEXT MEETING DATE: February 11, 2025 at 1:00 PM**
  - **QUORUM CHECK**

Mr. Kantarzhi stated that the February 11, 2025 meeting will likely be cancelled. A meeting will be held on February 19, 2025.

TENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

TWELFTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Fife and seconded by Mr. Smith, with all in favor, the meeting adjourned at 1:17 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE}

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169 _____ _____
170 Secretary/Assistant Secretary Chair/Vice Chair

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
January 14, 2025	Regular Meeting	1:00PM
February 11, 2025 CANCELED	Regular Meeting	1:00PM
February 19, 2025	Public Hearing and Regular Meeting *Restated Debt Assessments Hearing*	12:30 PM
March 11, 2025	Regular Meeting	1:00PM
April 8, 2025	Regular Meeting	1:00PM
May 13, 2025	Regular Meeting	1:00PM
June 10, 2025	Regular Meeting	1:00PM
July 8, 2025	Regular Meeting	1:00PM
August 12, 2025	Regular Meeting	1:00PM
September 9, 2025	Regular Meeting	1:00PM