



## **Local Government Contribution for Florida Housing Finance Corporation Multifamily Affordable Rental Housing Development/Rehabilitation Application**

### **A. Applicant Information**

1. Applicant Name: Vesta FL AH Partners I, LLC

Must be a legally formed entity (i.e., limited partnership, corporation, etc.) qualified to do business in the State of Florida at the time of submission of application. Include a copy of the certificate of good standing from the Florida Secretary of State.

**Address:** 1921 Gallows Road, Suite 700, Vienna, VA 22182

**Telephone:** (703) 996-4134

**Facsimile/email:** kgeans@middleburg.com

2. If partnership, name of general partner(s):

Managing General Partner: Middleburg Vesta FL AH Partners I, LLC

General Partner: Newstar Vesta FL AH Partners I, Inc.

If corporation, name and title of executive officer: \_\_\_\_\_

\_\_\_\_\_  
**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile/email:** \_\_\_\_\_

3. Developer Entity: Newstar Development, LLC & Middleburg Communities, LLC

Relationship to Applicant: Newstar Development, a Tampa-based affordable housing developer, and Middleburg Communities have partnered to redevelop the subject parcel into a 84-unit, 100% affordable housing complex. The principals at Newstar and Middleburg are the principals of the Managing General Partner and General Partner of the Applicant.

**Address of Developer:** Middleburg: 1921 Gallows Road, Suite 700, Vienna, VA 22182

Newstar: 4144 N Armenia Ave, Suite 360, Tampa, FL 33607

**Telephone:** Middleburg: (703) 996-4134. Newstar: (813) 608-4144.

**Facsimile/email:** Middleburg: kgeans@middleburg.com. Newstar: brian@newstar-development.com.



Describe the Developer's involvement and ownership interest in this development: Newstar has extensive experience in the development of affordable housing properties in Florida utilizing the Low-Income Housing Tax Credit (LIHTC) program, in addition to sourcing funding from local and state programs. Middleburg has experience developing LIHTC properties outside of the State of Florida, and is eager to enter into the affordable housing development industry in Florida. Ownership interest in the development includes a .0049% interest by Newstar, a .0051% interest by Middleburg, and a 99.99% interest by a TBD limited partner that will be identified once the partnership is awarded tax credits. Please find an organizational chart included as Attachment #14, and resumes for both Newstar and Middleburg included as Attachment #16 which has information on developments Newstar has completed in nearby Pinellas County (St. Petersburg, Seminole, Tarpon Springs).

4. Years of Affordable Housing Development Experience: 25+ years

5. Designated contact person (person with decision –making authority with whom the County will correspond concerning the application and Development) for Applicant/ Borrowing Entity (not the consultant):

Brian Evjen

6. Relationship to Applicant: Brian is the President of Newstar and the Principal of the General Partner Entity with a .0049% ownership interest.

Address of Developer: 4144 N Armenia Ave, Suite 360, Tampa, FL 33607

Facsimile/email: brian@newstar-development.com

5. Is there a consultant: Yes: \_\_\_\_ No: X

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile/Email: \_\_\_\_\_



6. For Applicant and Developer entities, attach a list of all general and limited partners and the officers, directors and shareholders of each as of the date of this application: Please refer to the FHFC approved principal disclosure included as Attachment #13, and the organizational chart included as attachment #14 which contain all relevant applicant and developer entity information.

7. Applicant's Federal Taxpayer Identification Number: 99-4020159

8. Is the Applicant or its general partner incorporated as a non-profit organization pursuant to Chapter 617, Florida Statutes? Yes: ☐ No: ☒

9. Is this a 501c (3) or 501c (4) non-profit organization pursuant to Section 42 of the Internal Revenue Code?

Yes: ☐ No: ☒

If yes, provide the following:

a. Attach evidence of non-profit status.

b. Describe the role of the non-profit organization in the development.

c. Does the non-profit organization have an ownership interest, either directly or indirectly in the Development? Yes: ☐ No: ☐

d. Attach the names and address of the governing board of the non-profit organization.

e. Is the purpose of the non-profit organization, in part, to foster low-income housing? If so, provide a copy of the Articles of Incorporation.

f. Year non-profit organization was incorporated: \_\_\_\_\_

g. Is the non-profit affiliated with or controlled by a for-profit organization within the meaning of Section 42(h), Internal Revenue Code? Yes: ☐ No: ☐

If yes, name of For-Profit: \_\_\_\_\_

## **B. Development Information**

1. Development Name: Vesta at Osowaw



2. Development location and street address (indicate street names, city and zip code): The parcel is currently vacant and does not have a formal street address, as confirmed by the Hernando County Property Appraiser. The parcel can be identified with parcel key number 01695419 or parcel number R29 223 17 2608 0000 0031.

**\*\*If scattered sites, attach an additional page with the address of each site.**

3. Manager/Employee Units: Are there one or more manager or employee units in the development? Yes: \_\_\_\_ No: ☒ How Many? \_\_\_\_ Unit Type: \_\_\_\_

If so, will each unit be occupied by an income-eligible manager/employee and included in the number of units set-aside? Yes: \_\_\_\_ No: \_\_\_\_

Provide Unit Number(s): \_\_\_\_\_

4. Are there one or more model Units? Yes: \_\_\_\_ No: ☒ If yes, identify by unit number and type: \_\_\_\_\_

5. Utilities: Indicate which utilities are paid by the tenants.

Electric ☒ Water ☒ Sewer ☒ Gas \_\_\_\_ Trash \_\_\_\_ Cable \_\_\_\_

6. Development Design:

Check the one design that best describes this development building style:

Garden ☒ Duplexes \_\_\_\_ Quads \_\_\_\_ Single Family \_\_\_\_ Townhouses \_\_\_\_

7. Project Development Activity (check all applicable activity):

☒ Multi-Family Rental \_\_\_\_ Supportive Housing  
\_\_\_\_ Single Room Occupancy \_\_\_\_ Other (List): \_\_\_\_\_

8. Demographic Commitment per RFA:

☒ Family \_\_\_\_ Elderly (if Elderly, what is minimum age?) \_\_\_\_\_

9. Identify acreage or lot size of entire Development: 13.6 acres

10. Name of local jurisdiction where Development is located:

Unincorporated Hernando County ☒ City of Brooksville \_\_\_\_

11. Project Type: ☒ New Construction \_\_\_\_ Rehabilitation \_\_\_\_ Other: \_\_\_\_\_



12. TOTAL Development/ Rehabilitation Costs: \$ 28,929,754

13. Project Primary Target Market (Household Area Medium Income (AMI):

☒ Extremely Low (30% or less AMI) ☒ Very Low (31% - 50% AMI)  
☒ Low (51%- 80% AMI) ☐ Moderate 1 (81% AMI-120% AMI)

14. Amount of County Contribution Funds Requested: \$ 340,000

14a Total Project Funding Sources

FUNDING SOURCE/CONTRIBUTOR	AMOUNT
Hernando County Contribution	\$340,000
Low Income Housing Tax Credit Equity	\$23,561,644
Permanent Financing	\$5,000,000
Deferred Developer Fee	\$28,110
<b>TOTAL:</b>	\$28,929,754

15. Income Levels and Special Needs (Please complete table show actual number of units for the development occupants/beneficiaries.

Income Group	Number or Units
30% AMI or less AMI	13
31-50% AMI	
51-60% AMI	52
61-80% AMI	19
81-120% AMI	
<b>TOTAL:</b>	84

Special Needs Population Category	Number of Units
Elderly	
Disabled (NotElderly)	
Homeless	
Persons with HIV/AIDS	
Veterans	
LINK Units for Persons with Special Needs	7
<b>TOTAL</b>	7



### C. Rental Assistance

1. Is rental assistance currently being provided for this development from other funding sources? Yes \_\_\_\_ No ☒

2. If yes, please indicate what source, number of units receiving assistance and number of years on rental assistance contract:

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### D. Resident Programs

1. Tenant Programs for ALL Applicants: In order to enhance the development and the quality of life for residents, tenant programs are encouraged.

**Check all that apply and describe how each program will be provided. Attach additional pages if necessary.**

\_\_\_\_ Day Care: \_\_\_\_\_

\_\_\_\_ Health Care: \_\_\_\_\_

\_\_\_\_ Meals: \_\_\_\_\_

\_\_\_\_ Private Transportation for the Development: \_\_\_\_\_

\_\_\_\_ Financial Counseling: \_\_\_\_\_

☒ Financial Counseling: Refer to attachment #15 for additional information on the social services program that will be implemented at the property.

\_\_\_\_

2. Tenant Programs for Elderly Applicants:

\_\_\_\_ Assistance with Light Housekeeping, Shopping and/or Laundry:

\_\_\_\_

\_\_\_\_ Manager on-call 24 hours per day: \_\_\_\_\_

\_\_\_\_

\_\_\_\_



3. Tenant Programs for Non-Elderly Applicants:

X Financial Incentive for assistance with purchasing a home: Refer to attachment #15  
for additional information on the social services program that will be implemented at the property.

\_\_\_\_ Supportive Housing: \_\_\_\_\_

4. Any other Tenant Programs not otherwise addressed:

Refer to attachment #15 for additional information on the social services program that will be  
implemented at the property.

**E. Development Summary**

1. Please provide a detailed narrative of proposed Development, including all amenities, total number of units (number of units per building, number of buildings in development), features and scope of work to be performed. Attach as an attachment.

2. Identify funding sought through FHFC, 9% tax credit, 4% tax Credit or other

3. Provide Documentation to support property ownership or site control (i.e. Warranty Deed, Trust, Deed, or Letter of Intent to Acquire Property).

4. Appraisal Report and/or Hernando County Property Appraisers Report for each identified project

5. To be considered complete, the application must include a map of the proposed project/development area showing the development's location. If applicable, include proximity to community services, medical facilities, schools, shopping, major businesses and employers.

6. Please provide Site Plan.

7. Please provide Development timeline.

8. Summary of how the project/development will be marketed, how the project will find tenants, and how the project will reach out to the local community.






9. Application packets must include the most recent 24 months audited financial statements and the current year approved budget.
10. Application packets must include the most recent 2 years Management Review and Physical Inspection Reports.
11. Please provide 3-5 References from Local Governments that provided funding to housing developments have been completed.

**F. Certification (Original Signature Required)**

The undersigned applicant certifies that the information in this application is true, correct and authentic. The applicant further certifies that (s)he is aware that if the County finds that the applicant or any of its affiliates has engaged in fraudulent actions or misrepresented facts on this application, this application will be disqualified and the applicant and its affiliates will be unable to participate in any County program for two (2) complete annual cycles inclusive of any interim cycles.

In applying for SHIP Program funds, the applicant has read, understands, and agrees to comply with 420.9071-420.9079 Florida Statutes and Rule 67-37 Florida Administrative Code, issued by the Florida Housing Finance Corporation. The applicant understands and agrees to abide by the provisions of the applicable Florida Statutes and County program rules and policies.

**Official Signature of Applicant/Borrowing Entity**

 Date: 6/20/25

**Name and Title (typed or printed)** Brian Evjen, President

**Company** Newstar Development, LLC

**Signature Witness**  Date: 6/20/25

**Name and Title (typed or printed)** James Kane, Development Manager



**ATTACHMENT #1**  
**DEVELOPMENT SUMMARY**

## VESTA AT OSOWAW DEVELOPMENT SUMMARY

Vesta at Osowaw will consist of 84 new construction family attainable and workforce housing units to be contained in two three-story garden apartment buildings. The units will consist of 68 one-bedroom units and 16 two-bedroom units. The one-bedroom units will be approximately 860 square feet and the two-bedroom units will be approximately 1,220 feet. All units will be set aside for residents earning at or below 80% of the area median income (AMI). The set-asides chosen for this development were chosen to not just meet the need for affordable housing for extremely low income (30% AMI) and low-income (60% AMI) residents, but to also supply the demand for workforce housing (80% AMI) in Hernando County. The income restrictions for each of the above-mentioned AMI set-aside levels are laid out in the below table.

Percentage AMI	Income Limit by Number of Persons in Household			
	1	2	3	4
30% AMI	\$21,900	\$25,020	\$28,170	\$31,290
60% AMI	\$43,800	\$50,040	\$56,340	\$62,580
80% AMI	\$58,400	\$66,720	\$75,120	\$83,440

Vesta at Osowaw will include an on-site clubhouse with leasing office, community room with kitchen and dining area, fitness center, computer lab, and training space. The development will also have a neighborhood park area with a playground, and all units will have a full appliance package with refrigerator, range, microwave, garbage disposal, and a washer and dryer in each unit. Units will also have programmable thermostats and ceiling fans in bedrooms and living space. Additional scope of work for the development includes the construction of a dedicated drainage and retention area and paving of parking stalls in accordance with the land development code + 10% holiday parking. Approximately 7.9 acres of the total 13.6-acre site will be rezoned to Conservation (CV) and will comply with all requirements and regulations for land designated CV set forth in Hernando County's Land Regulations.

On February 25<sup>th</sup>, 2025, Hernando County approved a resolution that confirmed the rezoning of Vesta at Osowaw with modified performance conditions. We have included this as Attachment #12 for your reference.

## HERNANDO COUNTY REAL ESTATE TAXES

Newstar is projecting that upon completion, Vesta at Osowaw will paying approximately \$78,000 in annual real estate taxes to Hernando County based on similar completed affordable housing developments in the County. This results from Newstar not having a public housing authority (PHA) partner as a co-developer, and that Vesta at Osowaw will be serving the family demographic. Affordable housing developments with PHA partners, or ones that serve the elderly demographic, are often eligible for 100% ad-valorem real estate tax exemptions.

**ATTACHMENT #2**  
**FHFC FUNDING SOURCES**

## FHFC FUNDING SOURCES

The only funding source that would come directly from the Florida Housing Finance Corporation for Vesta at Osowaw would be the 9% Low-Income Housing Tax Credit (LIHTC), and Newstar anticipates requesting a LIHTC allocation of \$2,740,000. Vesta at Osowaw is located in a 2025 Geographical Area of Opportunity (GAO), which provides a 130% basis boost for the tax credits as well as improves our leveraging classification with FHFC. With projected tax credit pricing of \$0.86, Newstar projects to receive \$23,561,644 in LIHTC equity for the development.

FHFC has set a goal to fund one family development in a Medium County that is located in a GAO. Combining this GAO goal with the goal to fund three Medium County developments with LGAO gives Vesta at Osowaw a substantially higher chance of getting funded when compared to similar Medium County applications that apply with just LGAO.

## PROPOSED LGAO TERMS

In our current development model, Newstar assumes that the \$340,000 LGAO commitment from Hernando County comes in the form of a loan that is paid back from available cash flow. Newstar is open to negotiating principal and interest payments with Hernando County if this is something the County would like to explore, so long as the loan does not mature prior to the 1<sup>st</sup> position permanent loan.

Please find a table that breaks down the funding sources for Vesta at Osowaw below, and the full sources and uses on the following page.

SOURCE	AMOUNT
9% LOW INCOME HOUSING TAX CREDIT EQUITY	\$23,561,644
PERMANENT LOAN	\$5,000,000
DEFERRED DEVELOPER FEE	\$28,110
HERNANDO COUNTY LGAO	\$340,000
TOTAL	\$28,929,754

## Vesta at Osowaw - Sources & Uses

### USES

Land	\$1,750,000
Soft Costs	\$5,237,580
Site Preparation	\$2,645,500
Construction	\$14,151,727
Construction Contingency	\$839,861
Developer Fees	\$3,685,547
Working Capital	\$160,000
Reserves	\$459,538
<b>TOTAL USES</b>	<b>\$28,929,754</b>

### SOURCES

Permanent Loan	\$5,000,000
Federal Tax Credit Equity	\$23,561,644
Hernando County LGAO	\$340,000
Deferred Developer Fee	\$28,110
<b>TOTAL SOURCES</b>	<b>\$28,929,754</b>

**ATTACHMENT #3**  
**HERNANDO COUNTY PROPERTY APPRAISER CARD**





# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

2024 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

KEY #	01695419	PRINTED ON	06/10/25	PAGE	1
PARCEL #	R29 223 17 2608 0000 0031	SITUS	OSOWAW BLVD		
OWNER(S)	RAYSOR VENTURES LLC A	PARCEL DESCRIPTION	HUNTLEY SUBDIVISION		
MAILING ADDRESS	19046 BRUCE B DOWNS BLVD PMB 308	UPDATED	LOT 3 LESS THOSE PARCELS DES		
UPDATED	TAMPA FL 33647-2434	01/01/08	IN ORB 2383 PG 257 & ORB 2502		
08/10/23			PG 1706		

## MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	592,416	
ACRES	13.60	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	C595	SHOAL LINE BLVD/OSOWAW BLVD
SUBDIVISION	2608	HUNTLEY SUBDIDISION
DOR LAND USE	99	ACREAGE NOT CLASSIFIED
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT

## January 2023 GIS AERIAL



## 2024-03-00 PROPERTY VALUES

	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND	266,714	266,714	266,714	
BUILDINGS	+			
FEATURES AND OUT BUILDINGS	+			
JUST/MARKET VALUE	=	266,714	266,714	
VALUE PRIOR TO CAP		266,714	266,714	
ASSESSED VALUE		266,714	266,714	
EXEMPT VALUE	-			
TAXABLE VALUE	=	266,714	266,714	
CLASSIFIED LAND USE VALUE				

## LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRA DE	FRON TAGE	DEPTH	UNITS	MEASURE	ADJ RATE	VALUE
96	NON-PROD AC	N	2011		Y				8.70	ACRES	150.00	1,305
99	ACREAGE	N	2021		Y	2			4.90	ACRES	\$4,165.00	265,409

## BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE
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## ADDRESSES ON PROPERTY

SITUS
OSOWAW BLVD

## PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
08/10/23	RAYSOR VENTURES LLC A	Q	QUALIFIED	Y	WD	4332	0283		350,000
05/28/21	HUNTLEY HOLDINGS LLC	D	DISQUALIFIED	Y	SW	4006	0332		100
09/09/12	HUNTLEY PROPERTIES LLC	D	DISQUALIFIED	Y	WD	2936	1690		100
11/15/07	HUNTLEY HARDY H	S	SPLIT (REQUI	Y	WD	1434	0137		500,000

## PROPERTY APPRAISER INSPECTIONS

INSP. DATE	ROLL	EMPL	CODE	REASON
01/11/24	2024	248	21	VACANT
04/15/20	2020	248	21	VACANT
12/17/15	2016	248	21	VACANT
09/06/11	2011	195	21	VACANT
12/19/06	2007	197	17	5 YEAR REVIEW

**ATTACHMENT #4**  
**SITE CONTROL – PURCHASE & SALE AGREEMENT**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of April, 2024 (the "Effective Date") by and between **MIDDLEBURG REAL ESTATE PARTNERS, LLC**, a Virginia limited liability company, or its assigns ("Purchaser"), and **RAYSOR VENTURES, LLC**, a Florida limited liability company ("Seller").

NOW THEREFORE, in consideration of the covenants and agreements of the parties hereinafter contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, hereby agree as follows:

1. **Property.** Subject to the terms and conditions set forth herein, Seller agrees to sell and Purchaser agrees to purchase approximately 4.6 acres of developable land located off Osowaw Blvd, Spring Hill, Florida 34607 (the "Property") consisting of a portion of that tract designated by Hernando County as Parcel I.D. R29-223-17-2608-0000-0031 (the exact location of which shall be reasonably agreed to by Purchaser and Seller on or before receipt of the LIHTC Award, as hereinafter defined), together with all and singular the rights and appurtenances pertaining to such Property, including any right, title and interest of Seller in and to any adjacent streets, alleys or rights-of-way and all development, density, air, and water rights attributable to or arising therefrom. Purchaser intends to develop the Property as an affordable housing project ("Purchaser's Intended Use").

2. **Purchase Price.** The purchase price for the Property shall be One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00), subject to adjustments, credits and prorations as hereafter provided (the "Purchase Price"). The Purchase Price, as adjusted in accordance with the terms of this Agreement, shall be paid in full at the Closing (as defined in Section 8 below) by wire transfer or other immediately available funds, as directed by Escrow Agent (as defined in Section 4 below). This Agreement is effective as of the Effective Date.

3. **Intentionally Omitted.**

4. **Deposit.** Within three (3) business days of the Effective Date, Purchaser shall deliver to Terra Nova Title & Settlement Services, having offices at 1211 Connecticut Avenue, NW, Suite 401, Washington, D.C. 20036 (the "Escrow Agent") the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (the "Initial Deposit"), which shall be held by Escrow Agent in accordance with the terms and conditions of this Agreement and applied to the Purchase Price at Closing if the purchase and sale contemplated hereunder is consummated. As used herein, the term "Deposit" shall collectively mean the Initial Deposit and the Extension Deposit, if made in accordance with Section 8 below. The Deposit shall be applied to the Purchase Price at Closing and shall be non-refundable, except as otherwise expressly set forth in this Agreement.

5. **Purchaser's Inspection Period.**

(a) During the period commencing on the Effective Date through 5:00 p.m. ET on that date which is sixty (60) days following Purchaser's receipt of the LIHTC Award (as defined

in Section 38 hereof) (the “Inspection Period”), and continuing thereafter through the Closing Date (as defined in Section 8 below), Purchaser may investigate all matters relating to the Property, including, without limitation, the suitability of the soil for construction, the feasibility of constructing the facility, the status of title, and may perform such other studies, tests, inspections and surveys of the Property as Purchaser may deem advisable in its sole discretion. Seller agrees to cooperate and assist Purchaser to the extent reasonably requested in connection with such investigations.

(b) Purchaser shall satisfy itself during the Inspection Period with respect to such matters as the availability and capacity of potable water and sewer services, installation of electricity and natural gas, and telecommunications services as well the amount of fees owed by Purchaser for such services, including but not limited to impact fees and tap-in fees to be paid by Purchaser.

(c) Purchaser shall have the right to terminate this Agreement for any or no reason by written notice to the Seller given on or before the expiration of the Inspection Period and to receive a full refund of the Deposit (less the Non-Refundable Deposit, as hereinafter defined, if applicable). Upon such termination and return of the Deposit, the parties shall not have any further liability or obligations to each other, except as to the Purchaser’s indemnity obligations to Seller contained below in Section 5(d).

(d) Purchaser shall indemnify, defend and hold harmless Seller, its employees, officers, shareholders and directors from all claims, actual damages and losses (but not consequential, special, exemplary or punitive damages or losses) arising by reason of the actions of Purchaser, its agents and consultants on the Property. Purchaser agrees to promptly satisfy or cause the release of any mechanics’ liens which arise by reason of Purchaser’s actions and if requested by Seller, upon the termination of this Agreement. This indemnity shall not extend to, and Seller hereby releases Purchaser from liability for, any claims, damages or other liability resulting from or related to: (i) the acts or omissions of Seller, its employees, officers, shareholders, directors, agents, employees or contractors, (ii) any existing environmental condition with respect to the Property, or other deficiencies in the Property, that may be discovered by Purchaser as a result of its investigations under this section, or (iii) any disclosure of such matters by Purchaser or its consultants to a governmental agency that Purchaser reasonably believes may be required by applicable law. The obligation of Purchaser to indemnify and hold Seller, its employees, officers, shareholders and directors harmless as set forth in this section shall specifically survive termination of this Agreement for a period of one (1) year.

## 6. **Title.**

(a) During the Inspection Period, Seller shall obtain and deliver to Purchaser, at Seller’s expense, a commitment for an owner’s policy of title insurance on the standard form ALTA owner’s policy in the amount of the Purchase Price (the “Title Report”) from the Anne Pollack, Fletcher Fischer Pollack, PL, currently having offices at 433 Central Avenue, Suite 400, St. Petersburg, FL, 33701 (the “Title Company”). Purchaser may, at its option and sole cost, obtain an ALTA/ACSM Land Title Survey of the Property (the “ALTA Survey”). Purchaser shall have until the date that is ten (10) days prior to expiration of the Inspection Period to give Seller written notice of any objections to any matters reflected on the Title Report or the ALTA Survey. Within

five (5) days of the Effective Date, Seller agrees to provide Purchaser with a copy of its existing owners policy of insurance and existing survey for the Property, and Seller agrees to provide such other reasonable assistance as Purchaser may request relating to Seller's title to the Property. Purchaser agrees to give Seller a copy of the Title Report to assist Seller in the preparation of the Deed (as hereinafter defined). Notwithstanding any provision to the contrary contained in this Agreement, Seller agrees to satisfy or obtain releases for all mortgages, judgments, tax liens, mechanics' liens or other similar sum certain liens encumbering the Property at Closing.

(b) In the event that Purchaser shall object to any title matter or any matter reflected on the ALTA Survey during the Inspection Period and Seller shall fail or refuse to satisfy Purchaser's objections within ten (10) days of receipt of written notice of such objections, Purchaser shall have the option, exercisable on or before expiration of the Inspection Period, of accepting title subject to such matters (other than any encumbrances which can be satisfied by the payment of money and shall be satisfied or released pursuant to Section 6(a), above) or of receiving a return of the Deposit (less the Non-Refundable Deposit, if applicable) and terminating this Agreement without further liability of either party to the other, except for any liability or obligations which expressly survive the termination of this Agreement.

(c) Seller shall convey and Purchaser shall accept title to the Property by a special warranty deed (the "Deed"), subject only to such encumbrances or restrictions as are contained in the Title Report not objected to by Purchaser (other than any encumbrances which can be satisfied by the payment of money and shall be satisfied or released per Section 6(a), above, and standard exceptions which shall be deleted on Purchaser's final title policy pursuant to affidavits, certificates or other documents required to be furnished by Seller at Closing), or as may otherwise be described in this Agreement (collectively the "Permitted Encumbrances"). If requested by Purchaser, Seller shall also deliver a quit claim deed of the Property based on the legal description contained in the ALTA Survey.

## **7. Permitting Period.**

(a) Purchaser shall use commercially reasonable efforts to obtain, at its sole cost and expense, all entitlements, zoning approvals, and final site plan approval from Hernando County Zoning Department (collectively, the "Zoning Approvals") to permit development of the Property for Purchaser's Intended Use. Seller shall reasonably cooperate with Purchaser to obtain the Zoning Approvals. The date upon which Purchaser has obtained the Zoning Approvals, with all appeal periods relating to such Zoning Approvals having expired, is hereinafter referred to as the "Zoning Approval Date". In the event Purchaser does not obtain the Zoning Approvals on or before the date that is two hundred forty (240) days after the Effective Date (the "Outside Zoning Approval Date"), then Purchaser shall have the right, exercisable in its sole and absolute discretion, to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser and neither party shall have any further liability to the other except as expressly set forth herein.

(b) Following expiration of the Inspection Period, Purchaser shall use commercially reasonable efforts to obtain, at its sole cost and expense, all permits with the applicable jurisdictions having authority over the Property (collectively, the "Project Permits") to enable development of the Property for Purchaser's Intended Use. Purchaser shall use



commercially reasonable efforts to obtain the Project Permits on or before the date that is two hundred seventy (270) days after expiration of the Inspection Period (the “Permitting Period”). In the event Purchaser does not obtain the Project Permits prior to expiration of the Permitting Period, then Purchaser shall have the right, exercisable in its sole and absolute discretion, to terminate this Agreement by written notice to Seller, in which event the Deposit shall be disbursed to Seller and neither party shall have any further liability to the other except as expressly set forth herein.

8. **Closing.**

(a) Subject to satisfaction of the closing conditions set forth in Section 9 below, the consummation of the transaction contemplated hereby (the “Closing”) shall occur on or before the date which is thirty (30) days following the expiration of the Permitting Period (the “Closing Date”). Notwithstanding the foregoing to the contrary, Purchaser shall have one (1) option exercisable at Purchaser’s sole discretion to extend the Closing Date for an additional period of forty-five (45) days upon written notice to Seller prior to the then scheduled Closing Date and the payment of an additional earnest money deposit of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “Extension Deposit”). The Extension Deposit when made shall be held by the Escrow Agent and paid or applied in all instances in the same manner as the Initial Deposit is paid or applied hereunder. The Closing shall be held at the offices of Escrow Agent or such other location as the parties shall mutually designate. Notwithstanding the foregoing, in lieu of making a personal appearance at the place of Closing, either Seller or Purchaser may cause its documents and other deliveries to be delivered and tendered in escrow with the Title Company on or prior to the Closing.

(b) Notwithstanding the foregoing or anything to the contrary contained herein, Purchaser and Seller acknowledge and agree that, as of the date of this Agreement, the global novel coronavirus pandemic (sometimes referred to as COVID-19, and hereinafter “Coronavirus”) and resulting government-mandated quarantines and shutdowns of governmental offices instrumental to commercial real estate transactions (such as recording offices) present serious operational, logistical and economic challenges to both parties, the extent and severity of which are not yet known or knowable. Given the potential for Purchaser to experience delays resulting from the Coronavirus (i) in conducting in-person investigations of the Property, (ii) obtaining third-party due diligence reports and lender approvals, and/or (iii) in being able to record documents, the Coronavirus shall be included as an event of Force Majeure (as hereinafter defined) for all purposes of this Agreement. For purposes of this Agreement, “Force Majeure” shall mean a delay due to acts of God, governmental restrictions, stays, judgments, orders, decrees, enemy actions (including acts of terrorism), civil commotion, strikes, work stoppages, shortages of labor or materials, the Coronavirus or any other cause whatsoever beyond the reasonable control of Purchaser. Whenever a period of time is herein prescribed or allowed for the taking of any action by Purchaser, Purchaser shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure. For the avoidance of doubt, and not as a limitation on the foregoing, to the extent an event of Force Majeure reasonably impacts any periods, dates or milestones set forth in this Agreement which are, to at least some extent, tied to or dependent on (i) conducting in-person investigations of the Property, (ii) obtaining third-party due diligence reports and lender approvals, and/or (iii) recording documents in connection with the Closing, including, without limitation, the Project Permits and Closing Date, any such periods, dates or milestones shall be automatically extended by the number of days reasonably attributable



to the number of days of delay caused by any such event of Force Majeure. Once delays due to such event of Force Majeure have subsided or substantially subsided, the parties shall cooperate in good faith to determine the actual, reasonable and fair tolling period attributable thereto.

9. **Closing Conditions.** Notwithstanding any provision in this Agreement to the contrary, and without limiting other rights of Purchaser set forth herein, the obligations and liabilities of Purchaser hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions, any of which may be waived by written notice from Purchaser to Seller. If any of the conditions set forth below remain unsatisfied as of the Closing Date, then Purchaser may terminate this Agreement by written notice to Seller and receive an immediate return of the entire Deposit (including the Non-Refundable Deposit) and the parties shall not have any further liability or obligations to each other, except for any liability or obligations which expressly survive the termination of this Agreement. Purchaser's election not to terminate this Agreement if less than all such conditions are satisfied by such date shall not affect the validity of such conditions or limit Purchaser's rights with respect to such conditions as may be applicable pursuant to other provisions of this Agreement.

(a) Seller shall have complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Agreement;

(b) All representations and warranties of Seller as set forth in this Agreement shall be in all respects true and correct as of the Closing Date;

(c) From the Effective Date through the Closing Date, there will have been no material, adverse change to the existing improvements, topography or landscaping (including, without limitation, trees) located upon the Property and no material waste shall have occurred thereon; to the extent controllable by Seller.

10. **Title; Deed Restrictions.** At Closing, Seller shall deliver good and marketable title to the Property as will enable the Title Company to issue to Purchaser an Owner's Policy of Title Insurance in the current ALTA form available in the State of Florida covering the Property in the full amount of the Purchase Price, free and clear of all liens, mortgages, security interests, charges, encumbrances, encroachments, easements, assessments, restrictions, reservations, covenants, agreements or restrains on transfer, other than the Permitted Encumbrances (as defined in Section 6(c) above).

11. **Seller's Knowledge.** The term "Seller's Knowledge" shall mean the actual, conscious knowledge of Michael D. Raysor (the "Designated Representative") and such term shall not imply any duty of inspection other than inspection of any relevant files and records in the possession or control of the Designated Representative and shall not imply a duty to make physical inspections or tests of the Property. Seller hereby represents that the Designated Representative is in the best position to have actual knowledge about the representations and warranties made by Seller in Section 12 hereof.

12. **Representations and Warranties of Seller.** To induce Purchaser to enter into this Agreement, Seller represents and warrants as of the Effective Date and as of the Closing Date with the same effect as if made on and as of the Closing Date as follows:

(a) Seller is a limited liability company duly organized and validly existing under the laws of the State of Florida, with full power and authority to conduct its business as now conducted, own its assets and enter into and perform its obligations under this Agreement. Seller's execution, delivery and performance of this Agreement and the sale to Purchaser of the Property have been or will be duly authorized by all requisite action on the part of Seller, and this Agreement constitutes, and all instruments and documents to be executed and delivered by Seller hereunder shall constitute, Seller's legal, valid and binding obligations, enforceable against Seller in accordance with their respective terms.

(b) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated in compliance with the terms and conditions of this Agreement will not conflict with or, with the giving of notice or passage of time, result in the breach of any term or provision of or constitute a default under any instrument or agreement which Seller is a party or to which the assets of Seller are bound, or any judgment, order or decree of any court having jurisdiction over Seller or its properties.

(c) No authorization, consent, order, approval or license from, filing with, or other act by any governmental authority or other person is or will be necessary to permit the valid execution and delivery by Seller of this Agreement or the performance by Seller of the obligations to be performed by it under this Agreement.

(d) No labor has been performed or material furnished for the Property for which the Seller has not heretofore fully paid, or for which a mechanics' or materialmen's lien or liens, or any other lien, can be claimed by any other person, party or entity, other than the work contemplated to be performed by Seller in connection with this Agreement.

(e) To Seller's Knowledge, Seller has operated the Property so as to comply with, and the Property is in compliance with, all laws, statutes, regulations, rules and other requirements of any governmental authority applicable to it, the noncompliance with which or curing thereof would have a material adverse effect on Seller or the Property.

(f) Seller has not, at any time, caused or permitted any Hazardous Material to be used, stored, buried or otherwise located on or used in the operation of the Property or any property of Seller contiguous to the Property in violation of federal, state or local law. To Seller's Knowledge and except as may be set forth in the environmental reports, if any, to be furnished to Purchaser pursuant to Section 32 of this Agreement, there are no PCB's, underground storage tanks or asbestos on or in the Property, there are no Hazardous Materials, as hereinafter defined, used, stored, buried or otherwise located on or used in the operation of the Property in violation of federal, state or local law; the Property is, in all material respects, in compliance with all Environmental Laws, as hereinafter defined; there are no prior or pending investigations, inspections, audits or claims relating to compliance with Environmental Laws by Seller, or its predecessors' in title to the Property. As used herein, "**Hazardous Materials**" means any flammable explosives, radioactive materials, radon, asbestos, and any paints, solvents, chemicals, petroleum products, constituents or derivatives, polychlorinated biphenyls or other materials with hazardous or carcinogenic or toxic characteristics, including without limitation any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances" or "contaminants" under any applicable federal or state or local

laws, ordinances, rules or regulations. “Environmental Laws” means any applicable federal, state or local laws, ordinances, or regulations pertaining to Hazardous Materials, occupational safety, human health, occupational health, industrial hygiene, historic preservation or environmental conditions.

(g) Seller has not, nor to Seller’s Knowledge has any prior owner of the Property, (1) made any commitments to any governmental agency or other third party relating to the Property that would impose any obligation on Purchaser to make contributions of money or land, or to install or maintain any improvements, or (2) executed or caused to be executed any document with or for the benefit of any governmental authority restricting the use, development or occupancy of the Property.

(h) There are no condemnation or eminent domain proceedings pending or, to Seller’s Knowledge, contemplated against the Property, any part thereof or any existing access to the Property and Seller has received no notice of the desire of any public authority or other entity to use the Property or any part thereof.

(i) There are no claims, disputes, actions, suits, investigations, judgments, orders or any proceedings pending, or to Seller’s Knowledge, threatened, relating to any of the Property, including any property boundary disputes.

(j) There are no leases, occupancy agreements or service, supply, maintenance, employment, or equipment contracts, or other contracts or leases, relating to the Property.

(k) To Seller’s Knowledge, there are no unpaid assessments, fees or taxes which are presently due and owing relating to the Property.

(l) Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. Seller will deliver to Purchaser at Closing a certificate of non-foreign status certifying the same (the “FIRPTA Certificate”).

(m) Other than any mortgages that may be paid off or released at Closing, Seller has no material debt or obligations, secured or unsecured, the non-payment of which could potentially be used as the basis for an action of involuntary bankruptcy against Seller or of a claim of fraudulent transfer of the Property by Seller. Seller has made no general assignment for the benefit of creditors nor been adjudicated a bankrupt or insolvent, nor has a receiver, liquidator, or trustee for any of Seller's properties (including the Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization, or arrangement pursuant to the Federal Bankruptcy Act or any similar Federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.

(n) There are no agreements or instruments in force and effect that will survive Closing, oral or written, that grant to any third party any right, title, interest or benefit in or to all or any part of the Property, including any rights to acquire all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property.

(o) From the Effective Date until Closing, Seller shall, at its expense, maintain commercial general liability insurance covering the Property in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(p) The Due Diligence Deliveries (as defined in Section 32 below) are true and correct copies thereof. To Seller's Knowledge, no representation, warranty or covenant by Seller in this Agreement, or any statement, certificate, or schedule made, furnished, or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

(q) From and after the Effective Date, Seller shall not enter into any lease, occupancy agreement, or service, supply, maintenance, employment, or equipment contracts, or other contracts or leases relating to the Property.

(r) Seller shall keep the Property at all times free and clear of any mechanic's or materialmen's liens.

Seller's representations and warranties contained in this Section 12 shall survive for a period of six (6) months from the Closing Date (the "Warranty Period"). Seller acknowledges that the Purchaser is relying upon all of Seller's representations and warranties in making its decision to enter into this Agreement and purchase the Property. Seller hereby agrees to indemnify and hold harmless Purchaser from and against any loss, cost, damage, liability or expense due to or arising out of the breach by Seller of any representation or warranty made as of the Effective Date contained in this Section 12 during the Warranty Period. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations, and Purchaser shall have the right to terminate this Agreement in its sole discretion, by giving written notice of such termination to Seller and Escrow Agent, in which event Escrow Agent shall promptly refund the entire Deposit (including the Non-Refundable Deposit) to Purchaser and Purchaser and Seller shall have no further rights, obligations, or liabilities hereunder, except as may be expressly provided to the contrary herein.

13. **Covenants of Seller.** To induce Purchaser to enter into this Agreement, Seller covenants the following during the term of this Agreement:

(a) Seller shall cause each of the Closing conditions set forth in Section 9 hereof to be met.

(b) Seller shall operate the Property in substantially the same manner as the Property was operated immediately prior to the Effective Date.

(c) Seller shall reasonably cooperate with Purchaser's due diligence investigations hereunder.

(d) Seller shall (i) terminate all negotiations with other parties relating to the sale of the Property, (ii) not show or offer for sale the Property or any interest therein, (iii) not commit or permit any act which could affect or impair Purchaser's Intended Use and occupancy

of the Property, and (iv) not encumber the Property with any new easements, liens, or other encumbrances or otherwise take any action that would encumber or adversely affect the marketability of title to the Property or any interest therein.

14. **Representations, Warranties and Covenants of Purchaser.** To induce the Seller to enter into this Agreement, Purchaser represents, warrants and covenants as of the date of this Agreement and as of the Closing Date with the same effect as if made on and as of the Closing Date as follows:

(a) Purchaser is a Virginia limited liability company duly organized in the State of Virginia, with full power and authority to conduct its business as now conducted, own its assets and enter into and perform its obligations under this Agreement. Purchaser's execution, delivery and performance of this Agreement and the purchase from Seller of the Property have been or will be duly authorized by all requisite action on the part of Purchaser, and this Agreement constitutes, and all instruments and documents to be executed and delivered by Purchaser hereunder shall constitute, Purchaser's legal, valid and binding obligations, enforceable against Purchaser in accordance with their respective terms.

(b) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated in compliance with the terms and conditions of this Agreement will not conflict with or, without the giving of notice or passage of time, result in the breach of any term or provision of or constitute a default under any instrument or agreement which Purchaser is a party or to which the assets of Purchaser are bound or any judgment, order or decree of any court having jurisdiction over Purchaser or its properties.

The Purchaser's representations and warranties contained in this section shall survive for a period of one (1) year from the Closing Date.

15. **Closing Documents.** The respective party shall deliver at Closing the following documents:

(a) **Special Warranty Deed.** Seller shall deliver the Deed, with full covenants and title, in recordable form duly executed by Seller and conveying to Purchaser title to the Property as set forth in Section 6 hereof.

(b) **Certificate of Representations and Warranties.** Seller shall deliver a certificate, dated as of the date of Closing and duly executed by Seller, stating that the representations and warranties of Seller contained in Section 12 of this Agreement are true and correct in all material respects as of the date of Closing (with appropriate modifications to reflect any changes therein including without limitation any changes disclosed to Purchaser in accordance with Section 12 hereof).

(c) **Title Affidavits.** Seller shall provide such affidavits of title as are customarily provided by sellers of commercial properties and which are required by Purchaser's title insurance company, including a mechanics' lien affidavit with standard gap indemnity, withholding affidavit, non-foreign person affidavit, and any other documentation as may be reasonably required by the Title Company to carry out the terms and conditions of this Agreement.



(d) **Other Required Documents.** Seller and Purchaser shall deliver such other documents as may be required by the provisions of this Agreement, including, without, limitation, the FIRPTA Certificate, and the Rollback Taxes Escrow Agreement (as defined in Section 16 below), duly executed by Seller and/or Purchaser, as applicable.

(e) **Authority of Seller.** Seller shall deliver such other documentation in form and substance reasonably satisfactory to Purchaser and to the Title Company evidencing the fact that Seller has the full and unrestricted lawful power to enter into and carry out the terms of this Agreement and execute and deliver the Deed and other documents described above.

(f) **Authority of Purchaser.** Purchaser shall deliver documentation in form and substance reasonably satisfactory to Seller evidencing the fact that Purchaser has the full and unrestricted lawful power to enter into and carry out the terms of this Agreement and execute and deliver the documents to be delivered by the Purchaser above.

(g) **Possession.** Seller shall deliver to Purchaser at Closing possession of the Property in substantially the same condition as it is on the Effective Date, free of any rights of other persons or entities to possession of the Property or any portion thereof.

16. **Taxes and Assessments.** Ad valorem taxes for the tax year in which the Closing occurs shall be pro-rated as of 11:59 p.m. on the Closing Date. Such proration of current ad valorem taxes shall be based on the most recent tax bill; provided, however, the proration of ad valorem taxes will be adjusted upon the final assessment and tax rates being determined. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of 11:59 p.m. on the Closing Date. Seller shall be responsible for all rollback taxes due in connection with the transaction contemplated hereby (the “Rollback Taxes”). Seller shall cause all Rollback Taxes for the Property to be assessed and made payable prior to Closing and paid by Seller at Closing. If Seller is not able to have the Rollback Taxes for the Property assessed for payment at Closing, the parties shall enter into an escrow agreement for the Rollback Taxes with Escrow Agent, in form mutually acceptable to Seller and Purchaser (the “Rollback Taxes Escrow Agreement”), pursuant to which, Seller shall escrow with Escrow Agent a reasonable estimate of the Rollback Taxes due through the Closing Date, as agreed upon by the parties, and Escrow Agent shall promptly pay such Rollback Taxes when provided a tax bill therefore, with any deficiency in the actual Rollback Taxes amount to be paid by Seller. The provisions of this Section 16 shall survive Closing.

17. **Costs of the Parties.** Seller shall be responsible for preparing the Deed, the costs of the Title Report and corresponding owner’s policy of title insurance, all transfer taxes on the recording of the Deed, any lien releases and recording fees in connection with any title matters Seller has agreed or is obligated to cure, the Escrow Agent’s fees, the Rollback Taxes and its own attorney fees. Other costs or expenses of performance of obligations hereunder and the consummation of the transactions contemplated herein which have not been specifically assumed by either party pursuant to the terms hereof shall be borne by the party incurring such cost or expense. Purchaser shall be responsible for the costs of the ALTA Survey and other customary closing costs paid by Purchaser in the State of Florida, as well as its own attorney fees.



18. **Real Estate Commission.** The parties represent and warrant to each other that neither has dealt with any brokers. Seller agrees to indemnify, hold harmless and defend the Purchaser from all claims for a commission from any brokers or agents arising by reason of Seller's actions. The Purchaser agrees to indemnify, hold harmless and defend Seller from all claims for a commission from any brokers or agents arising by reason of Purchaser's actions.

19. **Condemnation.** If prior to Closing the Property is condemned in whole or in part, then Purchaser shall have the right to terminate this Agreement, the entire Deposit (including the Non-Refundable Deposit) shall be returned to Purchaser, and thereupon the parties shall be released and discharged from any further obligations to each other. If Purchaser does not elect to so terminate this Agreement, the Closing shall proceed and Seller shall assign to Purchaser all the awards and compensation (or the rights thereto) for the taking by condemnation (or deed in lieu thereof), and Purchaser shall be entitled to receive and keep all awards and compensation for such taking (or deed in lieu thereof), without any change in the Purchase Price. Seller covenants that it will immediately notify Purchaser in writing upon receiving notice of condemnation or intent by the government authority to pursue condemnation of the Property or any portion thereof.

20. **Defaults.** In the event Purchaser fails to complete the Closing in breach of this Agreement, Seller shall have the right to terminate this Agreement and retain the Deposit as liquidated damages, as its sole and exclusive remedy. The parties agree that such liquidated damages are reasonable and would not constitute a penalty. In the event of default by Seller, Purchaser's sole remedy shall be to elect to either: (i) terminate this Agreement, in which case Purchaser shall be entitled to a return of the entire Deposit (including the Non-Refundable Deposit) and Seller shall reimburse Purchaser for all reasonable out-of-pocket expenses incurred by Purchaser, up to and including the date of such default, in connection with the transactions contemplated by this Agreement (including reasonable attorneys' fees); or (ii) specifically enforce Seller's performance and obligations hereunder. Except as otherwise expressly set forth herein, in no event shall the Purchaser be entitled to special, punitive, consequential or actual damages.

21. **Notices.** Any notices required or permitted to be given by this Agreement shall be mailed via certified mail, return receipt requested, postage prepaid, personally delivered, shipped via Federal Express or other "next day" courier delivery or sent by email or facsimile transmission, as follows:

If intended for Purchaser, addressed to:

Middleburg Real Estate Partners, LLC  
Attn: Austin F. Knapp  
103 East Park Avenue  
Greenville, SC 29601  
Telephone: 864-339-9877  
Cell: 864-704-6336  
[aknapp@mdbgc.com](mailto:aknapp@mdbgc.com)

With copy to:

Middleburg Real Estate Partners, LLC

Attn: Rachel Noone  
1921 Gallows Road, Suite 700  
Vienna, Virginia 22182  
Telephone: 703-291-6356  
Fax: 703.291.6356  
[RNoone@mdbgc.com](mailto:RNoone@mdbgc.com)

and:

Grossberg, Yochelson, Fox & Beyda, LLP  
Attn: Karl Gruss, Esq.  
1200 New Hampshire Avenue, N.W., Suite 555  
Washington, D.C. 20036  
Telephone: (202) 296-9696  
Email: [gruss@gyfb.com](mailto:gruss@gyfb.com)

If intended for Seller, addressed to:

Raysor Ventures, LLC  
Attn: Michael Raysor  
19046 Bruce B. Downs Boulevard, #308  
Tampa, Florida 33647  
Telephone: (813) 625-1699  
Email: [mdr@raysor-transportation.com](mailto:mdr@raysor-transportation.com)

With a copy to:

Fletcher Fischer Pollack, P.L.  
Attn: Anne Q. Pollack  
Saint Petersburg, Florida 33701  
433 Central Avenue, Suite 401  
Telephone: (727) 409-4371  
Email: [apollack@ffplegal.com](mailto:apollack@ffplegal.com)

If intended for Escrow Agent, addressed to:

Terra Nova Title & Settlement Services  
Attn: Chris Critcher  
1211 Connecticut Avenue, NW, Suite 401  
Washington, D.C. 20036  
Telephone: (202) 331-0901  
Email: [ccritcher@tnovatitle.com](mailto:ccritcher@tnovatitle.com)

Notice duly delivered in the manner described above shall be deemed received: (i) three (3) business days following mailing via certified mail, return receipt requested, (ii) one (1) business day after timely deposit with a generally recognized overnight courier service for next business day delivery, (iii) on the date of delivery if sent by email or facsimile transmission, or (iv) upon

actual receipt of notice, whichever is earliest. The parties shall promptly give written notice to each other as provided in this section of any change of address, telephone number, facsimile number, or email address, and personal delivery, mailing, shipment to the addresses or facsimile transmission to the numbers set forth above or email to the address set forth above shall be deemed sufficient unless written notification of a change of address, facsimile number, or email address has been received. Any notice sent by facsimile or email shall also be sent via one of the other methods listed above in this section no later than the next business day after such notice was sent via facsimile or e-mail. Notwithstanding the provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder solely by direct communication from said party's legal counsel to legal counsel for the other party pursuant to the methods of notice permitted under this section.

22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

23. **Escrow Agent.** If the Escrow Agent is in doubt as to its duties or liabilities under this Agreement, for any reason, it may, in its sole discretion, continue to hold the said Deposit, or so much thereof as it deems appropriate until: (a) Seller, Purchaser and Escrow Agent mutually agree to disbursement thereof; (b) an order or judgment of a court of competent jurisdiction determines the rights of the parties hereto; or (c) as an alternative, the Escrow Agent shall have the right to interplead such Deposit, and upon notifying both Purchaser and Seller of such action, all duties of the Escrow Agent under the terms of the Agreement shall terminate, except to the extent of accounting for such escrow funds. The Escrow Agent shall have no duties except as stated herein. The Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith provided that it acts in good faith, and without gross negligence, willful neglect or intentional breach of this Agreement. Unless a dispute shall arise relating to the Escrow Agent's duties, Seller shall be responsible for the Escrow Agent's fees. In the event that the Escrow Agent becomes involved in litigation relating to the Escrow, the non-prevailing party shall be responsible for the payment of the Escrow Agent's reasonable fees and expenses and for the reasonable attorney fees and costs of the prevailing party. The Deposit shall remain in the control of the Escrow Agent until consummation or termination of the sale transaction as contemplated in this Agreement, at which time the escrow funds will be disbursed in accordance with this Agreement subject to the terms of this section. Purchaser and Seller will indemnify and hold the Escrow Agent harmless from any claims by them relating to the actions taken by the Escrow Agent in good faith while acting as Escrow Agent under the terms of this Agreement.

24. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, represents the entire agreement between the parties.

25. **Waiver; Modification.** Failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of Purchaser's rights to insist upon strict compliance with the provisions hereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement; provided, however, no oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

26. **Attorney Fees.** In the event that any party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, shall be entitled to its court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorney's fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

28. **Subsequent Documentation.** Each party agrees that it will, at any time, prior to, at or after Closing, duly execute and deliver to the other party any additional documents or instruments which are necessary in connection with the consummation of the purchase and sale contemplated herein, and the failure of a party to demand such documents or instruments at or before the Closing shall not alleviate the obligation of the other party to execute and deliver the same at any time upon reasonable demand of by such requesting party.

29. **Interpretation Presumption.** This Agreement has been negotiated by the parties hereto and by the respective attorneys for each party. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

30. **Counterparts and Facsimiles.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same agreement. The parties agree that the delivery of a party's signature by facsimile or electronic format transmittal (i.e. .PDF format) shall have the same legal effect as the delivery of such party's original signature and the parties may rely upon the binding and enforceable effect of such delivery.

31. **Seller Reports.** Purchaser agrees that all reports, inspections and any and all other documents obtained by Purchaser from Seller in its inspection of the Property will, in the event that this Agreement is terminated for any reason other than Seller's default, be returned to Seller.

32. **Due Diligence Deliveries.** Within five (5) days after the Effective Date, Seller shall deliver to Purchaser a copy of all documents and reports relating to the Property to the extent in Seller's possession or control, including, without limitation, any owner policies or loan policies of title insurance; any and all soil, topographical, environmental, or hazardous substance studies, tests or reports; any engineering plans; any annexation agreements; any property condition reports, wetlands delineation studies, geotechnical reports, development agreements, tree studies, drainage studies and surveys that Seller may have in its possession or control (collectively, the "Due Diligence Deliveries").

33. **Severability.** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or

unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

34. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

35. **Marketing of Property.** From and after the expiration of the Inspection Period through Closing or earlier termination of the Agreement as provided herein (the “Post-Inspection Period”), Purchaser shall have the right to market the Property and Purchaser’s planned development thereof to prospective residents, investors and lenders and to issue press releases in connection therewith. Purchaser shall further have the right during the Post-Inspection Period to install a sign on the Property in a location mutually agreeable to Purchaser and Seller (such agreement not to be unreasonably withheld, conditioned or delayed) at Purchaser’s sole cost and expense advertising Purchaser’s proposed development of the Property. Such sign shall comply with all laws and governmental rules and regulations applicable to the Property, and Purchaser shall promptly remove any such signage upon the termination of this Agreement. The provisions of this Section 35 shall survive the termination of this Agreement.

36. **Intentionally Omitted.**

37. **Publicity and Confidentiality.** Subject in all events to the provisions of Section 35 above, unless and until Closing occurs hereunder, neither Purchaser nor Seller will make, or permit anyone to make on their behalf, any public statement or public comment with respect to this Agreement or the transactions contemplated hereby that is intended for public distribution or made to any newspaper, trade publication, or other print or other media, without the approval by the other party (which approval may be withheld in such party’s sole and absolute discretion) as to such disclosure and the information to be disclosed. Unless and until Closing occurs hereunder, Purchaser, Seller and their respective agents and representatives shall maintain the confidentiality of all documents, instruments and information obtained by such party hereunder or otherwise in connection with the proposed acquisition of the Property and shall not, without the other party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, disclose any of such information to any other person or use any of such information for any purpose other than as contemplated herein. Notwithstanding the foregoing, Purchaser and Seller may disclose any of such information to its proposed investors and lenders and its officers, directors, employees, agents, attorneys, accountants, consultants and other professionals to whom such disclosure is reasonably necessary for the consummation of the transactions contemplated hereby, provided that each such person maintains such information in a confidential manner.

38. **Low-Income Housing Tax Credits.** Seller expressly recognizes that Purchaser intends to (i) seek an award of Low-Income Housing Tax Credits under the Housing Credit Financing for Affordable Housing Developments Located in Large, Medium and Small Counties program (“HC Financing”) offered by the Florida Housing Finance Corporation (the “FHFC”) in connection with Purchaser’s Intended Use and (ii) apply for SAIL Financing of Affordable Multifamily Housing Developments from the FHFC (“SAIL Financing”) in connection with Purchaser’s Intended Use (HC Financing and SAIL Financing collectively being hereinafter referred

to as “LIHTC”). Purchaser shall have the right, in its sole and absolute discretion, (i) to apply on or before July 31, 2024, for an allocation of HC Financing from the FHFC and (ii) to apply on or before August 31, 2024, for SAIL Financing from the FHFC. To the extent Purchaser timely applies for the LIHTC allocation as set forth above, Purchaser shall thereafter use commercially reasonable efforts to obtain the LIHTC allocation. The LIHTC allocation shall be deemed to be obtained when Purchaser receives a final, non-appealable allocation of LIHTC in an amount sufficient, in Purchaser’s sole and absolute discretion, to complete construction of the Purchaser’s Intended Use, evidenced by the issuance of an Invitation to Credit Underwriting from FHFC (such allocation received, the “LIHTC Award”). Purchaser shall notify Seller promptly following receipt of the LIHTC Award. In the event Purchaser fails to obtain the LIHTC Award on or before December 31, 2024, then Purchaser shall have the option to elect to either (x) terminate this Agreement, in which event the entire Deposit shall be returned to Purchaser and neither party shall have any further liability to the other except as expressly set forth herein or (y) re-apply for an award of Low-Income Housing Tax Credits under programs that are identical or, if not offered by FHFC, similar to the LIHTC set forth above (i.e., HC Financing and Sail Financing) and offered by FHFC during the 2025 Low-Income Housing Tax Credits financing application period of FHFC. In the event that Purchaser elects option (y) above, a portion of the Deposit in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the “Non-Refundable Deposit”) shall be deemed non-refundable to Purchaser as of April 1, 2025, except as otherwise expressly set forth herein. In addition, in the event that Purchaser elects option (y) above and Purchaser fails to obtain the LIHTC Award on or before December 31, 2025, then this Agreement shall automatically terminate as of such date, in which event the entire Deposit (less the Non-Refundable Deposit) shall be returned to Purchaser and neither party shall have any further liability to the other except as expressly set forth herein.

39. **Time.** If any deadline or expiration date under this Agreement falls on a day which is not a business day, such deadline or expiration date shall be extended to end at midnight on the next business day. For purposes of this Agreement, the term “business day” shall mean any day excluding Saturday, Sunday and any day which is a federal holiday or a day on which banking institutions are authorized by law or by other governmental actions to close.

[SIGNATURE PAGE TO FOLLOW]




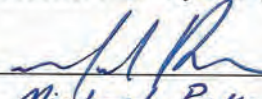
IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year as hereinafter provided.

WITNESSES:

**SELLER:**

RAYSOR VENTURES, LLC,  
a Florida limited liability company

  
\_\_\_\_\_

By:   
Name: Michael Rysor  
Its: Manager

Date: 4-12-24

**PURCHASER:**

MIDDLEBURG REAL ESTATE PARTNERS, LLC,  
a Virginia limited liability company

\_\_\_\_\_  
\_\_\_\_\_

By: Reece W. Kimsey  
Name: Reece W. Kimsey  
Its: Authorized Signatory

Date: 4/23/24

**ESCROW AGENT:**

Terra Nova Title & Settlement Services

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Intentionally Omitted**

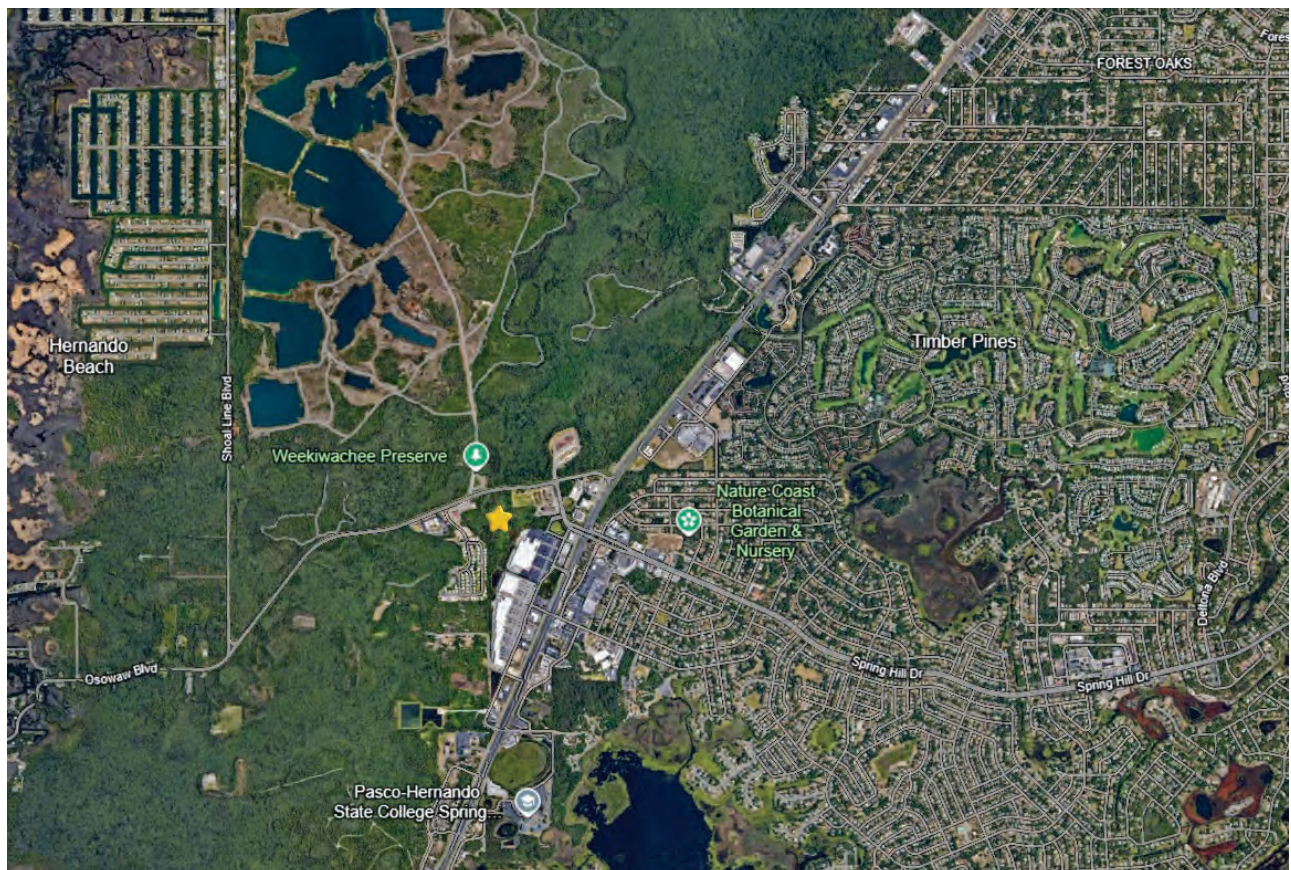
**ATTACHMENT #5**  
**DEVELOPMENT LOCATION**



## MICRO LOCATION



## MACRO LOCATION

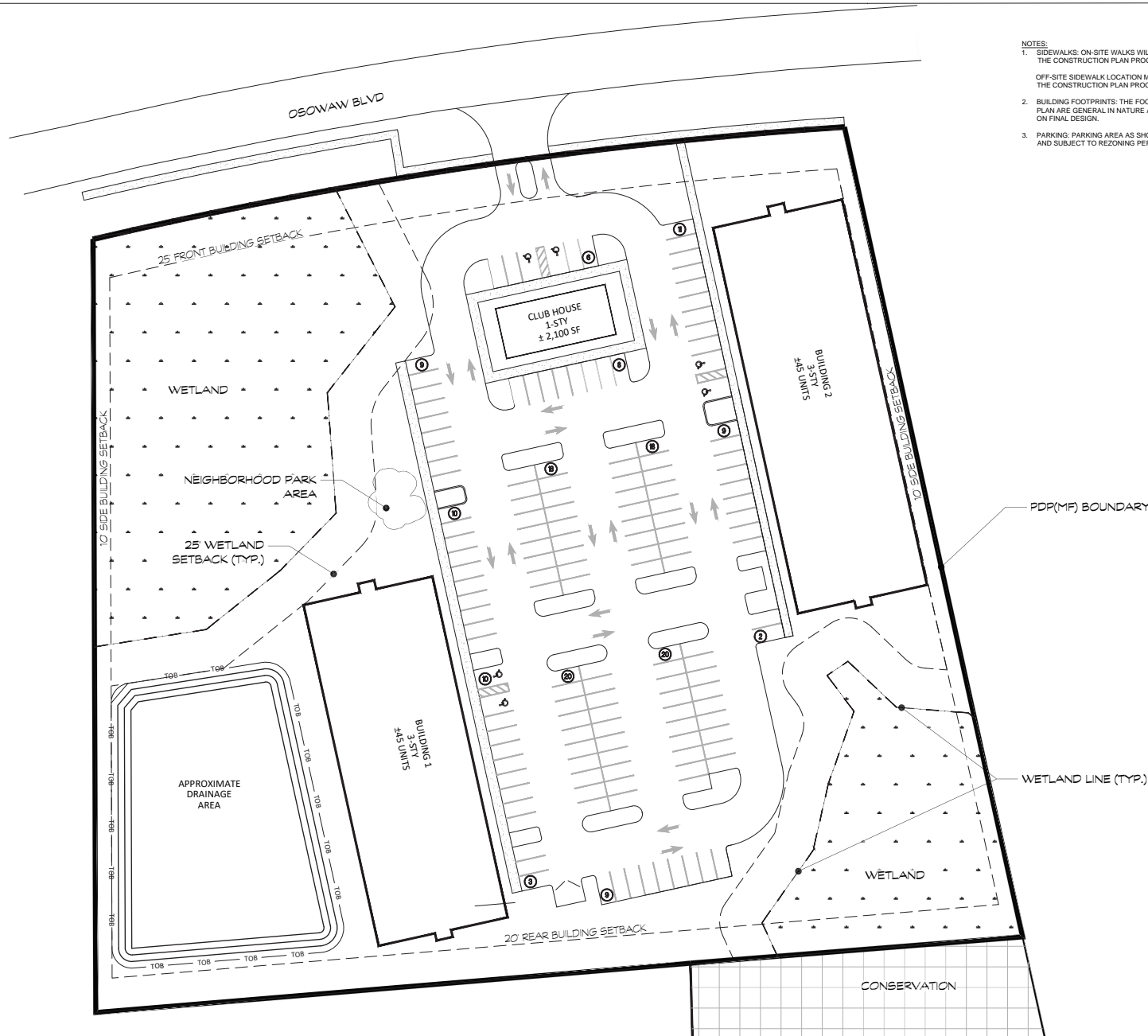


## DISTANCE TO COMMUNITY SERVICES

Grocery Anchored Retail Centers	
Nature Coast Commons (Walmart Supercenter)	.24 miles
Hernando West (Publix Super Market)	.50 miles
Spring Hill Plaza (Save A Lot)	2.30 miles
Medical Facilities	
Access Health Care Physicians	.54 miles
Sun Country Pediatrics	2.88 miles
Tampa General Hospital - Spring Hill	5.88 miles
Pharmacies	
Walmart Pharmacy	.24 miles
CVS Pharmacy	.31 miles
Public Pharmacy	.50 miles
Public Schools	
Westside Elementary School	.70 miles
Fox Chapel Middle School	5.35 miles
Frank W. Springstead High School	5.63 miles
Bus Stops	
Transfer Point (3 routes): US 19 @ Walmart	.24 miles
Spring Hill Drive & Pinehurst Dr Eastbound	.50 miles
Spring Hill Drive & Pinehurst Dr Westbound	.57 miles
Major Employers	
Tampa General Hospital - Spring Hill	5.83 miles
HCA Florida Oak Hill Hospital	7.88 miles
Brooksville Regional Airport & Surrounding Offices	9.45 miles

**ATTACHMENT #6**  
**SITE PLAN**





- NOTES:**
1. SIDEWALKS: ON-SITE WALKS WILL BE ADJUSTED DURING THE CONSTRUCTION PLAN PROCESS.  
OFF-SITE SIDEWALK LOCATION MAY CHANGE DURING THE CONSTRUCTION PLAN PROCESS.
  2. BUILDING FOOTPRINTS: THE FOOTPRINTS SHOWN ON THE PLAN ARE GENERAL IN NATURE AND MAY CHANGE BASED ON FINAL DESIGN.
  3. PARKING: PARKING AREA AS SHOWN IS CONCEPTUAL AND SUBJECT TO REZONING PERFORMANCE CONDITIONS.

TITLE	
OSOWAW ROAD PDP(MF) MASTER PLAN RESOLUTION NO. 2025-39	
LOCATION	
HERNANDO COUNTY, FLORIDA	
PREPARED FOR	<b>RV RAYSOR</b> Ventures LLC 1846 BRUCE B. DOWNS BOULEVARD   #308 TAMPA, FLORIDA   33607   (813) 520-8889
SITE DATA	
<b>PDP(MF) SITE DATA:</b>	
PDP(MF) AREA =	± 5.7 AC
UPLAND =	± 4.5 AC
WETLAND =	± 1.2 AC
<b>BUILDING DATA:</b>	
(2)	± 45 UNIT (50 UNIT MAX. PER BUILDING)
	BUILDING HEIGHT = 3 STORY/ 45' MAX.
	UNIT MIX = 3 BEDROOM (15% MAX.) 2 BEDROOM (45% MAX.) 1 BEDROOM (100% MAX.)
* 3 BEDROOM MAY BE CONVERTED TO 2 BEDROOM AND NOT COUNT TOWARD 45% MAX.	
(1)	CLUBHOUSE - ± 1,200 SF
	BUILDING HEIGHT = 1 STORY/ 25' MAX.
	BUILDING COVERAGE = 45% MAX.
<b>PARKING:</b>	
PARKING SHALL BE PROVIDED IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE PLUS 10%.	
PREPARED BY	
<b>Forward</b> Planning & Design	
0 30 60 90 SCALE:	
DATE: 4/30/25	PAGE 2 OF 2



**ATTACHMENT 7**  
**DEVELOPMENT TIMELINE**

## DEVELOPMENT TIMELINE FOR THE PROJECT

### **PROJECT START-UP**

PROPERTY ACQUISITION – PURCHASE & SALE AGREEMENT	4/23/2024
ENVIRONMENTAL REVIEWS COMPLETED	6/24/2024
ZONING APPROVALS COMPLETED	2/25/2025
FINAL BID SPECIFICATIONS COMPLETED	6/1/2026
DETAILED PROGRAM DESIGN COMPLETED	6/1/2026
SITE PLAN APPROVAL/BUILDING PERMITS OBTAINED	9/1/2026

### **FINANCING SOURCES OBTAINED**

CONSTRUCTION LOAN COMMITMENT	9/1/2025
PERMANENT LOAN COMMITMENT	9/1/2025
GOVT GRANTS/LOANS	9/1/2025
SUBMIT APPLICATION TO FHFC IN RFA 2025-201	11/18/2025
RECEIVE PRELIMINARY AWARD FROM FHFC	1/5/2026
RECEIVE INVITATION TO CREDIT UNDERWRITING (AFTER BID PROTEST PERIOD ESTIMATED TO TAKE 2 MONTH)	3/5/2026

### **CONSTRUCTION/IMPLEMENTATION**

CONSTRUCTION START	9/15/2026
BEGIN MARKETING OF UNITS	9/1/2027
COMPLETE CONSTRUCTION	12/1/2027
FULL OCCUPANCY	4/1/2028
STABILIZATION (3 MO. FULL OCCUPANCY & DEBT SERVICE)	7/1/2028

**ATTACHMENT #8**  
**MARKETING PLAN**

## MARKETING PLAN

Norstar Accolade Property Management (“NAPM”) is the affiliate property manager for all properties developed by Newstar. Virtually all the units NAPM manages are affordable with ELI/special needs unit set asides. NAPM hires local property management and leasing staff, and typically compiles waiting lists that exceed the number of available units in a new development by the time the buildings receive their certificates of occupancy. NAPM has also developed special screening, application, and tenant selection processes to help remove barriers that would typically prevent special needs applicants, including those that face economic barriers, from leasing quality, safe, affordable housing. Since 2008, NAPM has helped more than 3,700 families and individuals lease affordable apartment homes, and over 1,100 of these residents were ELI/special needs applicants.

For Vesta at Osowaw, NAPM will utilize its standard marketing approach with newspaper, online, and on-site advertising. NAPM will also develop partnerships with local referral agencies to contact prospective tenants already on waiting lists. We anticipate that NAPM will have no issues leasing up the Vesta at Osowaw development within 2-3 months of construction completion.

**ATTACHMENT #9**

**NEWSTAR DEVELOPMENT - 2023, 2024 & 2025 YEAR-TO-DATE FINANCIALS  
MIDDLEBURG COMMUNITIES – 2023 & 2024 FINANCIALS, 2025 BUDGET**

NEWSTAR DEVELOPMENT, LLC

Financial Statements  
(with Supplemental Information)  
And Independent Auditor's Report

December 31, 2024 and 2023



Newstar Development, LLC

Table of Contents

	PAGE
Independent Auditor's Report	2
Financial Statements	
Balance Sheets	5
Statements of Operations	7
Statements of Members' Equity (Deficit)	8
Statements of Cash Flow	9
Notes to the Financial Statements	10
Supplemental Information	
Schedule of Developer Fees (Unaudited)	18





## INDEPENDENT AUDITOR'S REPORT

To the Members  
Newstar Development, LLC

### Opinion

We have audited the accompanying financial statements of Newstar Development, LLC, which comprise the balance sheet as of December 31, 2024, and the related statement of operations and changes in owner's equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Newstar Development, LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Newstar Development, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Other Matter

The 2023 financial statements were reviewed by us and our report thereon, dated July 18, 2024, stated we were not aware of any material modifications that should be made to those statements for them to be in accordance with accounting principles generally accepted in the United States of America. A review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements as a whole.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Newstar Development, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement due to fraud is higher than for one resulting from an error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Newstar Development, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Newstar Development, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

## Report on Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

*Tidwell Group, LLC*

Columbus, Ohio

April 24, 2024

Newstar Development, LLC  
Balance Sheets  
December 31, 2024 and 2023

**Assets**

	<b>2024</b>	<b>2023</b>
<b>Current Assets</b>		
Cash and cash equivalents	\$ 324,089	\$ 629,043
Accounts receivable	941	-
Prepaid expenses	93	-
Due from affiliate	-	104,906
<b>Total Current Assets</b>	<b>325,123</b>	<b>733,949</b>
<b>Property and Equipment</b>		
Furniture and fixtures	51,136	-
Equipment	35,688	5,459
	86,824	5,459
Less accumulated depreciation	(8,349)	(637)
<b>Total Property and Equipment</b>	<b>78,475</b>	<b>4,822</b>
<b>Other Assets</b>		
Projects under investigation	3,236,730	653,923
Development fee receivable	1,402,581	105,508
Security deposits	9,181	9,181
Right-of-use asset - office space	61,709	78,537
<b>Total Other Assets</b>	<b>4,710,201</b>	<b>847,149</b>
<b>Total Assets</b>	<b>\$ 5,113,799</b>	<b>\$ 1,585,920</b>

See Notes to Financial Statements.

Newstar Development, LLC  
Balance Sheets - continued  
December 31, 2024 and 2023

**Liabilities and Members' Equity (Deficit)**

	<b>2024</b>	<b>2023</b>
<b>Current Liabilities</b>		
Accounts payable	\$ 269,918	\$ 47,243
Reimbursement obligations	668,747	-
Advances from affiliate	416,519	236,535
<b>Total Current Liabilities</b>	<b>1,355,184</b>	<b>283,778</b>
<b>Long-Term Liabilities</b>		
Lease liability - office space	62,170	78,537
<b>Total Liabilities</b>	<b>1,417,354</b>	<b>362,315</b>
<b>Members' Equity (Deficit)</b>	<b>3,696,445</b>	<b>1,223,605</b>
<b>Total Liabilities and Members' Equity (Deficit)</b>	<b>\$ 5,113,799</b>	<b>\$ 1,585,920</b>

See Notes to Financial Statements.

Newstar Development, LLC  
Statements of Operations  
Years ended December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
<b>Revenue</b>		
Development fee revenue	\$ 1,787,856	\$ 608,824
Interest income	6,472	2,323
Other income	-	14,882
	<u>1,794,328</u>	<u>626,029</u>
<b>Expenses</b>		
Salaries and employee benefits	515,522	249,148
Administrative expenses	72,510	54,218
Lease expense	29,638	27,542
Professional fees	95,231	37,448
Insurance	463	285
Unrecoverable project costs	129,066	-
Depreciation	7,712	637
Interest expense	-	100,097
	<u>850,142</u>	<u>469,375</u>
<b>Net Income</b>	<u>\$ 944,186</u>	<u>\$ 156,654</u>

See Notes to Financial Statements.

Newstar Development, LLC  
Statements of Changes in Equity (Deficit)  
Years ended December 31, 2024 and 2023

	<b>Anise Development, LLC</b>	<b>Corder Development, LLC</b>	<b>Norstar Development USA, LP</b>	<b>Richard L. Higgins</b>	<b>Total</b>
<b>Balance at December 31, 2022</b>	\$ 83,913	\$ 35,327	\$ -	\$ -	\$ 119,240
Distributions	(25,573)	(26,716)	-	-	(52,289)
Contributions	-	-	-	1,000,000	1,000,000
Net income - January 1 to September 5	62,662	31,331	10,444	-	104,437
Partnership interest transfer	-	-	(10,444)	10,444	-
Net income - September 6 to December 31	<u>26,109</u>	<u>13,054</u>	<u>-</u>	<u>13,054</u>	<u>52,217</u>
<b>Balance at December 31, 2023</b>	147,111	52,996	-	1,023,498	1,223,605
Distributions	(18,500)	(8,846)	-	-	(27,346)
Contributions	204,000	102,000	-	1,250,000	1,556,000
Net income	<u>432,720</u>	<u>275,419</u>	<u>-</u>	<u>236,047</u>	<u>944,186</u>
<b>Balance at December 31, 2024</b>	<u><u>\$ 765,331</u></u>	<u><u>\$ 421,569</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,509,545</u></u>	<u><u>\$ 3,696,445</u></u>

See Notes to Financial Statements.



Newstar Development, LLC  
Statements of Cash Flow  
Years ended December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
<b>Cash Flows from Operating Activities</b>		
Net income	\$ 944,186	\$ 156,654
<b>Adjustments to Reconcile Net Income to Net Cash used in Operating Activities</b>		
Depreciation	7,712	637
Changes in:		
Development fee receivable	(1,297,073)	(105,508)
Accounts receivable	(941)	-
Prepaid expenses	(93)	3,751
Projects under investigation	(2,582,807)	(52,800)
Right-of-use asset - office space	16,828	-
Accounts payable	222,675	44,086
Lease liability - office space	(16,367)	-
Security deposits	-	(9,181)
Reimbursement obligations	668,747	-
<b>Net Cash Used in Operating Activities</b>	<u>(2,037,133)</u>	<u>37,639</u>
<b>Cash Flows from Investing Activities</b>		
Expenditures on property and equipment	<u>(81,365)</u>	<u>(5,459)</u>
<b>Net Cash Used in Investing Activities</b>	<u>(81,365)</u>	<u>(5,459)</u>
<b>Cash Flows from Financing Activities</b>		
Collection of amounts owed from affiliates	104,906	-
Proceeds from (repayment of) affiliate advances	179,984	(611,018)
Contributions	1,556,000	1,000,000
Distributions	(27,346)	(52,289)
<b>Net Cash Provided by Financing Activities</b>	<u>1,813,544</u>	<u>336,693</u>
<b>Net (Decrease) Increase in Cash</b>	(304,954)	368,873
<b>Cash - Beginning of the Year</b>	629,043	260,170
<b>Cash - End of the Year</b>	<u>\$ 324,089</u>	<u>\$ 629,043</u>
<b>Significant Non-Cash Investing and Financing Activities:</b>		
Right-of-use assets acquired by long term lease	<u></u>	<u>\$ 78,537</u>
Lease liability incurred related to right-of-use asset	<u></u>	<u>\$ 78,537</u>

See Notes to Financial Statements.

## Newstar Development, LLC

### Balance Sheet

As of June 16,2025

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#### Assets

##### Current Assets

Cash & Cash Equivalents	1,884,508.91
Account Receivable	1,415,335.95
Other Current Assets	2,142,416.93

<b>Total Current Assets</b>	<b>5,442,261.79</b>
-----------------------------	---------------------

Property, Plant and Equipment	78,475.34
-------------------------------	-----------

<b>Total Assets</b>	<b>5,520,737.13</b>
---------------------	---------------------

#### Liabilities

##### Current Liabilities

Accounts Payable	171.00
Other Current liabilities	273,843.45

<b>Total Current Liabilities</b>	<b>274,014.45</b>
----------------------------------	-------------------

Long-term Debt	478,688.64
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<b>Total Liabilities</b>	<b>752,703.09</b>
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##### Shareholders' Equity

Share Capital	2,295,604.89
Retained Earnings - Loss carry-forward	1,100,811.59
Net Income / (Loss)	1,371,617.56

<b>Total Shareholders' Equity</b>	<b>4,768,034.04</b>
-----------------------------------	---------------------

<b>Total Liabilities &amp; Shareholders' Equity</b>	<b>5,520,737.13</b>
---	---------------------

**Newstar Development, LLC****Profit & Loss**

As of June 16, 2025

	PTD	YTD
<hr/>		
<b>Income</b>		
Developer Fee - Norstar		103,956.04
Developer Fee - Palm Lake Urban Sanctuary	1,001,288.95	1,001,288.95
Developer Fee - Ridgecrest Oaks		608,620.00
Profit Sharing - Norstar	-75,000.00	25,000.00
Interest Income		84.27
<b>Total Income</b>	<b>926,288.95</b>	<b>1,738,949.26</b>
<hr/>		
<b>Gross Profit</b>	<b>926,288.95</b>	<b>1,738,949.26</b>
<hr/>		
Salaries	31,820.95	291,759.02
Other Expenses	-1,528.73	19,513.03
Bank Expenses		150.00
Office and Supplies	8,821.61	32,133.61
Professional Expenses	2,109.16	21,912.77
Travel		1,863.27
<b>Total Operating Expenses</b>	<b>41,222.99</b>	<b>367,331.70</b>
<hr/>		
<b>EBITDA</b>	<b>885,065.96</b>	<b>1,371,617.56</b>
<hr/>		
<b>EBIT</b>	<b>885,065.96</b>	<b>1,371,617.56</b>
<hr/>		
<b>Net Income (Loss)</b>	<b>885,065.96</b>	<b>1,371,617.56</b>
<hr/>		

# **Middleburg Communities, LLC and Subsidiaries**

Consolidated Financial Report  
(Reviewed)  
December 31, 2023

## Contents

Independent auditor's review report	1-2
Financial statements	
Consolidated balance sheet	3
Consolidated statement of operations	4
Consolidated statement of changes in members' equity	5
Consolidated statement of cash flows	6-7
Notes to consolidated financial statements	8-24

## Independent Auditor's Review Report

Board of Members  
Middleburg Communities, LLC

We have reviewed the accompanying consolidated financial statements of Middleburg Communities, LLC and subsidiaries (the Company), which comprise the consolidated balance sheet as of December 31, 2023, the related consolidated statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively, the financial statements). A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

### Basis for Qualified Conclusion

As disclosed in Note 1 to these financial statements, accounting principles generally accepted in the United States of America require that all intercompany balances and transactions are eliminated in their entirety. The Company has a carried interest asset of \$3.6 million on the consolidated balance sheet and a corresponding amount in the controlling members' equity, and \$3.4 million of which is recognized in the consolidated statement of operations as unrealized decrease in carried interest in the current year. These amounts should be eliminated against the underlying consolidated variable interest entities which will ultimately owe the carried interest to the controlling member as carried interest.

**Qualified Conclusion**

Based on our review, except for the effect of the matter described in the Basis for Qualified Conclusion paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

*RSM VS LLP*

McLean, Virginia  
June 10, 2024



## Middleburg Communities, LLC and Subsidiaries

### Consolidated Balance Sheet

December 31, 2023

See Independent Auditor's Review Report

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#### Assets

##### Current assets:

Cash	\$ 9,777,041
Restricted cash	7,596,355
Contract assets and accounts receivable, net	36,409,207
Due from related party	2,382,074
Other current assets	668,047
<b>Total current assets</b>	<b>56,832,724</b>

Investments—member interests	1,612,484
Interest rate cap	1,519,739
Investments—real estate investments at fair value (cost of \$8,509,507) (Note 2)	23,270,312
Operating lease right-of-use asset	5,866,746
Carried interest asset	3,647,849
Note receivable—related parties	625,403
Land	35,203,321
Buildings and improvements, net	263,563,362
Construction in progress	56,381,116
Property and equipment, net	3,982,649
<b>Total assets</b>	<b>\$ 452,505,705</b>

#### Liabilities and Members' Equity

##### Current liabilities:

Accounts payable and accrued expenses	\$ 33,629,598
Operating lease liability—current portion	1,185,709
Retainage payable	12,331,019
Notes payable, current	41,385,713
<b>Total current liabilities</b>	<b>88,532,039</b>

Other liabilities	650,200
Operating lease liability, net of current portion	5,141,182
Notes payable, net	187,731,558
<b>Total liabilities</b>	<b>282,054,979</b>

##### Commitments and contingencies

##### Members' equity:

Middleburg Communities, LLC's interest	17,643,584
Non-controlling interest	152,807,142
<b>Total members' equity</b>	<b>170,450,726</b>

<b>Total liabilities and members' equity</b>	<b>\$ 452,505,705</b>
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See notes to consolidated financial statements.

**Middleburg Communities, LLC and Subsidiaries**

**Consolidated Statement of Operations**

**Year Ended December 31, 2023**

**See Independent Auditor's Review Report**

Income:	
Contract revenue	\$ 136,245,438
Development fees	6,808,182
Asset and property management fees	2,915,561
Rental income	19,838,313
<b>Total income</b>	<b>165,807,494</b>
Expense:	
Costs of contract revenue	136,487,149
Rental expenses	3,904,983
Real estate and other taxes	3,182,565
Salaries and related expenses	15,710,755
Selling, general and administrative expenses	8,898,144
Depreciation and amortization	10,412,737
<b>Total expense</b>	<b>178,596,333</b>
<b>Operating loss</b>	<b>(12,788,839)</b>
Other income (expense):	
Other income	413,161
Unrealized decrease in carried interest	(3,439,942)
Interest income	20,045
Interest expense	(9,243,359)
Unrealized gain on fair value of Fund Investments (Note 2)	14,760,803
Unrealized gain—member interests	797,403
Unrealized loss on derivative	(1,566,766)
<b>Total other income, net</b>	<b>1,741,345</b>
<b>Net loss</b>	<b>(11,047,494)</b>
Less net loss attributed to noncontrolling interest	(11,054,069)
<b>Net income attributed to Middleburg Communities, LLC</b>	<b>\$ 6,575</b>

See notes to consolidated financial statements.

## Middleburg Communities, LLC and Subsidiaries

### Consolidated Statement of Changes in Members' Equity Year Ended December 31, 2023 See Independent Auditor's Review Report

	Members' Equity				
	Contributions	Distributions	Retained Earnings (deficit)	Note Receivable From Member	Total Members' Equity
Balance at December 31, 2022	\$ 17,547,889	\$ (5,209,245)	\$ (5,319,919)	\$ (3,000,000)	\$ 4,018,725
Contributions	13,618,284	-	-	-	13,618,284
Net income for the year ended December 31, 2023	-	-	6,575	-	6,575
Balance at December 31, 2023	\$ 31,166,173	\$ (5,209,245)	\$ (5,313,344)	\$ (3,000,000)	\$ 17,643,584

	Noncontrolling Interest			
	Contributions	Distributions	Retained Earnings (deficit)	Total
Balance at December 31, 2022	\$ 211,699,122	\$ (998,569)	\$ (5,047,008)	\$ 205,653,545
Contributions	9,288,264	-	-	9,288,264
Deconsolidation—Fund assignment	(34,672,013)	-	-	(34,672,013)
Distributions	-	(16,408,585)	-	(16,408,585)
Net loss for the year ended December 31, 2023	-	-	(11,054,069)	(11,054,069)
Balance at December 31, 2023	\$ 186,315,373	\$ (17,407,154)	\$ (16,101,077)	\$ 152,807,142

See notes to consolidated financial statements.

# Middleburg Communities, LLC and Subsidiaries

## Consolidated Statement of Cash Flows

Year Ended December 31, 2023

See Independent Auditor's Review Report

Cash flows from operating activities:	
Net loss	\$ (11,047,494)
Adjustments to reconcile net loss to net cash used in operating activities:	
Unrealized carried interest	3,439,942
Unrealized appreciation of member investments	(797,403)
Unrealized appreciation of the Fund	(14,760,803)
Contributions of the Fund to real estate investments	(5,229,980)
Depreciation and amortization	9,764,824
Amortization of deferred debt costs	647,913
Change in interest rate cap	1,566,766
Noncash lease expense—operating lease	489,003
Changes in operating assets and liabilities:	
Contract assets and accounts receivables	(18,800,464)
Due from related party	(1,568,139)
Other current assets	(56,152)
Accounts payable and accrued expenses	6,697,146
Operating lease liability	(382,621)
Other liabilities	100,554
<b>Net cash used in operating activities</b>	<b>(29,936,908)</b>
Cash flows from investing activities:	
Asset acquisition and major improvements	(44,283,040)
<b>Net cash used in investing activities</b>	<b>(44,283,040)</b>
Cash flows from financing activities:	
Purchase of interest rate cap	(710,354)
Member loan repayments	(1,900,000)
Member loan proceeds	3,370,000
Borrowings from notes payable	83,707,230
Repayment of notes payable	(8,325,161)
Deferred debt costs	(19,268)
Contributions from members	500,121
Contributions—non-controlling interest	9,288,264
Distributions—non-controlling interest	(16,408,585)
<b>Net cash provided by financing activities</b>	<b>69,502,247</b>
<b>Net decrease in cash and restricted cash</b>	<b>(4,717,701)</b>
Cash and restricted cash:	
Beginning	22,091,097
End	\$ 17,373,396

(Continued)

## Middleburg Communities, LLC and Subsidiaries

### Consolidated Statement of Cash Flows (Continued)

Year Ended December 31, 2023

See Independent Auditor's Review Report

Reconciliation of cash and restricted cash reported in the consolidated:	
Cash	\$ 9,777,041
Restricted cash	<u>7,596,355</u>
<b>Total cash and restricted cash shown in the consolidated statement of cash flows</b>	<b><u>\$ 17,373,396</u></b>
Supplemental disclosure of cash flow information:	
Cash paid for interest	<u>\$ 9,243,359</u>
Supplemental schedules of noncash investing and financing activities:	
Assignment of investments to Investment—member interests	<u>\$ 627,766</u>
Assignment of investments to the Fund	<u>\$ 3,581,032</u>
Deconsolidation of assets contributed to the Fund	<u>\$ (38,880,811)</u>
Deconsolidation—Fund assignment	<u>\$ 34,672,013</u>
Retainage payable	<u>\$ 9,131,499</u>
Member loans transferred to members equity as contribution	<u>\$ 13,118,163</u>
Operating lease right-of-use asset and lease liability	<u>\$ 2,344,367</u>

See notes to consolidated financial statements.

**Middleburg Communities, LLC and Subsidiaries**  
**Consolidated Financial Statements**  
**and Independent Accountant's Review Report**  
**December 31, 2024**

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# **Middleburg Communities, LLC and Subsidiaries**

## Index

	<u>Page</u>
Independent Accountant's Review Report	2
Financial Statements	
Consolidated Balance Sheet	4
Consolidated Statement of Operations	5
Consolidates Statement of Changes in Members' Equity	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8

## Independent Accountant's Review

### Board of Members

### Middleburg Communities, LLC and Subsidiaries

We have reviewed the accompanying consolidated financial statements of Middleburg Communities, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of operations, changes in members' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

### *Management's Responsibility for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement whether due to fraud or error.

### *Accountant's Responsibility*

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Middleburg Communities, LLC and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### *Basis for Qualified Conclusion*

As disclosed in Note 1 to these consolidated financial statements, accounting principles generally accepted in the United States of America require that all intercompany balances and transactions are eliminated in their entirety. The Company has a carried interest asset of \$2.6 million on the consolidated balance sheet and a corresponding amount in the controlling members' equity, \$1.3 million of which is recognized in the consolidated statement of operations as unrealized decrease in carried interest in the current year. These amounts should be eliminated against the underlying consolidated variable interest entities which will ultimately owe the carried interest to the controlling member.



*Accountant's Conclusion*

Based on our review, except for the effect of the matter described in the *Basis for Qualified Conclusion* paragraph, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

*CohnReznick LLP*

Baltimore, Maryland  
May 30, 2025

# Middleburg Communities, LLC and Subsidiaries

## Consolidated Balance Sheet December 31, 2024

### Assets

Current assets	
Cash	\$ 20,882,024
Restricted cash	7,788,687
Contract assets and accounts receivable, net	47,686,741
Due from affiliate	278,090
Other current assets	886,714
	<hr/>
Total current assets	77,522,256
Investments - member interests	999,796
Interest rate cap	1,161,295
Investments - real estate investments at fair value (cost of \$23,451,870)	34,527,703
Operating lease right-of-use asset	4,690,735
Carried interest asset	2,675,188
Note receivable - related parties	631,657
Land	35,203,321
Buildings and improvements, net	294,632,959
Construction in progress	26,291,789
Property and equipment, net	4,333,639
	<hr/>
Total assets	<u>\$ 482,670,338</u>

### Liabilities and Members' Equity

Current liabilities	
Accounts payable and accrued expenses	\$ 45,464,457
Operating lease liability - current portion	1,144,649
Retainage payable	26,748,968
Notes payable, current	53,511,498
	<hr/>
Total current liabilities	126,869,572
Other liabilities	936,954
Operating lease liabilities, net of current portion	3,985,348
Notes payable, net	191,792,977
	<hr/>
Total liabilities	<u>323,584,851</u>
Commitments and contingencies	
Members' equity	
Middleburg Communities, LLC's interest	8,804,983
Non-controlling interest	150,280,504
	<hr/>
Total members' equity	<u>159,085,487</u>
	<hr/>
Total liabilities and equity	<u>\$ 482,670,338</u>

See Independent Accountant's Review Report and Notes to Consolidated Financial Statements.

**Middleburg Communities, LLC and Subsidiaries**

**Consolidated Statement of Operations**  
**Year Ended December 31, 2024**

Income	
Contract revenue	\$ 312,792,348
Development fees	8,746,584
Asset and property management fees	2,152,528
Rental income	<u>25,497,946</u>
Total income	<u>349,189,406</u>
Expense	
Costs of contract revenue	304,783,944
Rental expenses	6,070,483
Real estate and other taxes	3,636,098
Salaries and related expenses	16,017,099
Selling, general and administrative expenses	<u>7,870,201</u>
Total expense	<u>338,377,825</u>
Operating income	<u>10,811,581</u>
Other income (expense)	
Other income	284,394
Other expense	(1,263,197)
Unrealized decrease in carried interest	(1,328,458)
Realized carried interest	414,307
Interest income	50,993
Interest expense	(14,438,890)
Depreciation and amortization	(11,636,375)
Unrealized loss on fair value of real estate investments	(3,684,971)
Unrealized loss - member interests	(404,019)
Unrealized loss on derivative	<u>(1,546,484)</u>
Total other income (expense)	<u>(33,552,700)</u>
Net loss	(22,741,119)
Net loss attributable to noncontrolling interest	<u>(16,102,518)</u>
Net income attributable to Middleburg Communities, LLC	<u><u>\$ (6,638,601)</u></u>

See Independent Accountant's Review Report and Notes to Consolidated Financial Statements.

**Middleburg Communities, LLC and Subsidiaries**

**Consolidated Statement of Changes in Members' Equity  
Year Ended December 31, 2024**

	Members' equity					Noncontrolling interest	Total
	Contributions	Distributions	Retained earnings (deficit)	Note receivable from member	Total		
Balance, December 31, 2023	\$ 31,166,173	\$ (5,209,245)	\$ (5,313,344)	\$ (3,000,000)	\$ 17,643,584	\$ 152,807,142	\$ 170,450,726
Contributions	-	-	-	-	-	31,921,091	31,921,091
Deconsolidation of subsidiary	-	-	-	-	-	(6,547,063)	(6,547,063)
Distributions	-	(2,200,000)	-	-	(2,200,000)	(11,798,148)	(13,998,148)
Net loss	-	-	(6,638,601)	-	(6,638,601)	(16,102,518)	(22,741,119)
Balance, December 31, 2024	<u>\$ 31,166,173</u>	<u>\$ (7,409,245)</u>	<u>\$ (11,951,945)</u>	<u>\$ (3,000,000)</u>	<u>\$ 8,804,983</u>	<u>\$ 150,280,504</u>	<u>\$ 159,085,487</u>
	Noncontrolling interest				Total		
	Contributions	Distributions	Retained earnings (deficit)				
Balance, December 31, 2023	\$ 186,315,373	\$ (17,407,154)	\$ (16,101,077)		\$ 152,807,142		
Contributions	31,921,091	-	-		31,921,091		
Deconsolidation of subsidiary	(6,547,063)	-	-		(6,547,063)		
Distributions	-	(11,798,148)	-		(11,798,148)		
Net loss	-	-	(16,102,518)		(16,102,518)		
Balance, December 31, 2024	<u>\$ 211,689,401</u>	<u>\$ (29,205,302)</u>	<u>\$ (32,203,595)</u>		<u>\$ 150,280,504</u>		

See Independent Accountant's Review Report and Notes to Consolidated Financial Statements.

# Middleburg Communities, LLC and Subsidiaries

## Consolidated Statement of Cash Flows Year Ended December 31, 2024

Cash flows from operating activities	
Net loss	\$ (22,741,119)
Adjustments to reconcile net loss to net cash used in operating activities	
Unrealized carried interest	972,661
Unrealized appreciation of member investments	404,019
Unrealized loss on investment in real estate carried at fair value	3,684,971
Contributions to real estate investments	(14,942,362)
Distributions from real estate investments	208,669
Depreciation and amortization	11,636,375
Amortization of deferred debt costs	726,426
Change in interest rate cap	1,546,484
Noncash lease expense - operating lease	1,176,011
Changes in operating assets and liabilities	
Contract assets and accounts receivable	(11,277,534)
Due from related party	2,103,984
Other current assets	(218,667)
Accounts payable and accrued expenses	11,834,859
Operating lease liability	(1,196,894)
Other liabilities	286,754
Net cash used in operating activities	<u>(15,795,363)</u>
Cash flows from investing activities	
Notes receivable - related party	(6,254)
Asset acquisition and major improvements	<u>(5,096,749)</u>
Net cash used in investing activities	<u>(5,103,003)</u>
Cash flows from financing activities	
Borrowings from notes payable	108,857,363
Repayment of notes payable	(92,386,747)
Deferred debt costs	(1,009,838)
Interest rate cap fees	(1,188,040)
Distributions to members	(2,200,000)
Contributions - non-controlling interest	31,921,091
Distributions - non-controlling interest	<u>(11,798,148)</u>
Net cash provided by financing activities	<u>32,195,681</u>
Net increase in cash and restricted cash	11,297,315
Cash beginning	<u>17,373,396</u>
Cash end	<u><u>\$ 28,670,711</u></u>
Reconciliation of cash and restricted cash	
Cash	\$ 20,882,024
Restricted cash	<u>7,788,687</u>
	<u><u>\$ 28,670,711</u></u>
Supplemental disclosure of cash flow information	
Cash paid for interest	<u><u>\$ 387,723</u></u>
Supplemental disclosure of noncash investing and financing activities	
Deconsolidation of assets	<u><u>\$ 6,547,063</u></u>

See Independent Accountant's Review Report and Notes to Consolidated Financial Statements.

Middleburg Communities-Consolidated  
2025 Consolidated Budget

		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	
Account Name	GL Account	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025
Income														
Project Revenue														
Const Revenue - General Condition	4851.000	1,581,127	1,561,352	1,924,988	1,890,434	1,626,120	2,075,808	1,945,321	2,060,321	2,452,404	2,170,207	2,670,207	2,569,651	24,527,941
Const Revenue - Overhead Fee	4852.000	450,612	478,080	523,534	605,205	628,488	628,189	687,368	725,719	736,173	809,332	809,332	882,928	7,964,958
Const Revenue - Fee	4853.000	694,428	735,630	803,811	926,317	970,639	960,637	1,030,679	1,088,204	1,104,261	1,213,999	1,213,999	1,324,392	12,066,994
		2,726,167	2,775,061	3,252,334	3,421,956	3,225,246	3,664,634	3,663,368	3,874,243	4,292,838	4,193,538	4,693,538	4,776,971	44,559,893
Other Income														
Interest Income	4645.000	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Other Commission	4625.000	-	15,000	-	-	-	-	-	-	-	-	-	-	15,000
Development Fees	4801.000	928,851	977,530	464,891	756,916	464,891	1,228,219	1,077,951	1,773,853	1,652,472	744,220	1,753,495	1,284,639	13,107,928
Construction Management Fee	4825.000	-	-	10,000	-	-	10,000	-	-	10,000	-	-	10,000	40,000
Acquistion Fee/Origination Fee	4800.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset Management Fee	4822.000	121,787	137,472	137,551	147,589	147,668	147,741	181,789	169,457	169,548	182,142	182,376	182,528	1,907,647
Property Management Fee	4820.000	180,545	205,857	209,351	215,334	221,370	226,858	233,540	240,482	232,459	239,247	245,907	250,204	2,701,154
Misc Reimbursement	4890.000	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	42,000
Sublet Income	4003.000	13,667	13,667	13,667	13,667	13,667	13,667	-	-	-	-	-	-	82,002
Other Income	4690.000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	216,000
Deposit Forfeiture	4520.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Bad debt Write Off	4040.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Due Diligence	4802.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Investments AMF	4821.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Promote	4960.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Services Group Reimbursement Income	4823.000	143,692	143,692	143,692	149,614	149,987	149,987	149,987	149,987	149,987	149,987	149,987	276,609	1,907,208
Total Income		4,136,708	4,290,279	4,253,486	4,727,076	4,244,830	5,463,105	5,328,634	6,230,022	6,529,304	5,531,134	7,047,303	6,802,952	64,584,832

Middleburg Communities-Consolidated  
2025 Consolidated Budget

		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	
Account Name	GL Account	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025
Expenses														
Direct Project Costs - General Conditions (excluding personnel)														
General Conditions (excluding payroll)	5250.000	495,000	820,000	575,000	615,000	615,000	655,000	655,000	945,000	775,000	775,000	855,000	855,000	8,635,000
Total Direct Project Costs - General Conditions (excluding personnel)		495,000	820,000	575,000	615,000	615,000	655,000	655,000	945,000	775,000	775,000	855,000	855,000	8,635,000
Payroll and Benefits														
Salaries	5001.000	1,477,504	1,502,758	1,646,665	1,693,296	1,709,130	1,735,796	1,812,880	1,829,546	1,847,046	1,880,380	1,880,380	1,880,380	20,895,763
Bonus	5006.000	-	-	-	-	-	600,000	-	-	-	-	-	3,763,035	4,363,035
Payroll Taxes/Burden	5025.000	116,534	115,577	118,287	120,448	120,448	155,448	125,015	126,290	120,216	114,289	109,137	237,724	1,579,414
Group Insurance - ER Portion	5040.000	115,747	120,747	125,747	129,626	131,626	135,626	143,626	143,626	145,626	148,626	148,626	168,856	1,658,106
401K Match	5030.000	35,675	36,129	38,132	38,888	39,173	50,453	41,040	41,457	41,772	42,372	42,372	101,718	549,178
Employee Relocation	5031.000	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Auto Allowance	5044.000	31,350	31,850	31,350	31,850	31,850	31,850	34,850	34,850	34,850	35,350	35,350	35,350	400,700
Phone Allowance	5041.000	5,325	5,400	5,325	5,400	5,400	5,400	5,850	5,850	5,850	5,925	5,925	5,925	67,575
Workers Compensation	5035.000	5,940	5,940	5,940	5,967	5,967	5,967	5,967	5,967	5,967	5,967	5,967	6,330	71,883
Other Employee Benefit	5043.000	-	-	250	-	-	250	-	-	250	-	-	250	1,000
	5050.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll Data Processing	5750.000	4,252	4,252	4,252	4,304	4,304	4,304	4,304	4,304	4,304	4,304	4,304	4,908	52,094
Payroll Reimbursement	5047.000	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(18,000)
Total Payroll & Benefits		1,795,826	1,821,153	1,974,448	2,028,279	2,046,397	2,723,594	2,172,032	2,190,390	2,204,381	2,235,713	2,230,560	6,202,976	29,625,749
Marketing Expenses														
Other Marketing	5690.000	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	193,200
Total Marketing Expense		16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	16,100	193,200

Middleburg Communities-Consolidated  
2025 Consolidated Budget

		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	
Account Name	GL Account	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025
Office and G&A														
Internet	5530.000	1,163	1,163	1,163	1,163	1,163	1,163	1,163	1,163	1,163	1,163	1,163	1,163	13,952
Office Repairs	5301.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Copier Lease/Supplies/Maintenance	5705.000	165	165	165	165	165	165	165	165	165	165	165	165	1,980
Printing Expense	5720.000	475	475	475	475	475	475	475	475	475	475	475	475	5,700
Office Rent	5722.000	123,467	115,347	116,657	116,657	117,932	118,819	99,736	99,736	99,736	99,736	99,736	100,078	1,307,634
Office Supplies	5730.000	2,915	2,915	2,915	2,915	2,915	2,915	2,915	2,915	2,915	2,915	2,915	2,915	34,980
Postage & Deliveries	5735.000	1,935	1,935	1,935	1,935	1,935	1,935	1,935	1,935	1,935	1,935	1,935	1,935	23,220
Telephone Expense - Local/Base	5740.000	3,055	3,055	3,055	3,055	3,055	3,055	3,055	3,055	3,055	3,055	3,055	3,055	36,664
Payment processing fees	5755.000	115	115	115	115	115	115	115	115	115	115	115	115	1,380
Other Office Expenses	5770.000	425	425	425	425	425	425	425	425	425	425	425	425	5,100
Alarm	5524.000	352	352	352	352	352	352	352	352	352	352	352	352	4,224
Cable TV	5510.000	359	359	359	359	359	359	359	359	359	359	359	359	4,312
Dues and Subscription	5801.000	5,415	5,415	9,915	5,415	5,415	9,415	5,415	5,415	9,915	5,415	6,415	8,415	81,980
Bank Fees	5810.000	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Software Licenses	5816.000	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000
Research Data	5817.000	7,444	7,444	7,444	7,444	7,444	7,433	7,375	7,375	7,375	7,375	7,375	7,375	88,900
IT Help Desk - Email Hosting	5818.000	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	102,000
Software Expense/Annual Subscription	5819.000	51,657	25,560	33,021	22,812	20,783	32,491	31,927	29,952	81,403	27,287	22,705	25,250	404,849
Employee Recruitment	5820.000	-	-	-	146,000	-	-	30,000	-	-	-	-	-	176,000
Website / Email	5821.000	130	130	130	130	130	130	130	130	130	130	130	130	1,560
Payment processing fees	5775.000	115	115	115	115	115	115	115	115	115	115	115	115	1,380
License, Fees, Permits	5835.000	3,950	4,100	3,950	10,100	3,950	4,100	3,950	4,100	3,950	4,100	3,950	4,100	54,300
Legal Fees	5841.000	10,500	7,000	10,500	7,000	10,500	7,000	10,500	7,000	10,500	7,000	10,500	7,000	105,000
Professional Fee	5840.000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Consulting Fee	5842.000	30,864	29,711	26,802	18,987	20,777	20,777	20,777	20,777	20,777	20,777	20,777	20,777	272,580
Seminar and Training	5845.000	13,800	10,500	12,000	10,500	19,000	27,000	12,000	25,500	25,500	303,000	40,500	20,500	519,800
Asset Management Fee	6005.000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Charitable Donations	5860.000	13,200	2,500	5,750	-	-	-	-	-	5,000	-	-	-	26,450
Computer Supplies	5815.000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Cleaning Services	5315.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous General & Admin	5890.000	24,400	24,400	24,400	24,400	24,400	24,400	24,400	24,400	24,400	24,400	24,400	24,400	292,800
Penalties and Settlement	5895.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric - Common	5846.000	-	1,000	-	1,000	-	1,000	-	1,000	-	1,000	-	1,000	6,000
Service Group Expense	5891.000	143,692	143,692	143,692	149,614	149,987	149,987	149,987	149,987	149,987	149,987	149,987	276,609	1,907,208
Total Office & G&A		457,793	406,073	423,535	549,332	409,593	431,825	425,471	404,646	467,947	679,481	415,749	524,908	5,596,353



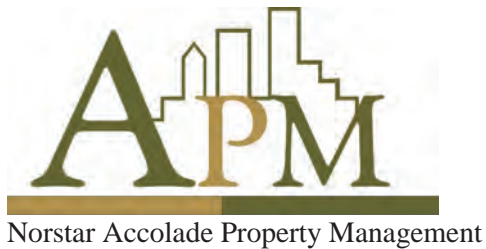
Middleburg Communities-Consolidated  
2025 Consolidated Budget

		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	
Account Name	GL Account	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025
Travel & Entertainment														
Auto Mileage Reimbursement	5805.000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Meals / Entertainment	5825.000	29,600	17,600	16,600	15,600	17,600	16,600	19,600	16,600	19,600	22,600	20,600	20,600	233,200
Travel - Airfare	5830.000	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	894,000
Meals / Entertainment	5833.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel - Hotel	5831.000	15,250	14,500	15,250	14,500	15,250	14,500	15,250	14,500	15,250	14,500	18,500	14,500	181,750
Travel - Ground Transportation	5832.000	8,500	8,500	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	8,500	8,500	90,000
Total Travel & Entertainment		128,850	116,100	114,350	112,600	115,350	113,600	117,350	113,600	117,350	119,600	123,100	119,100	1,410,950
TOTAL OPERATING EXPENSES		2,893,569	3,179,426	3,103,433	3,321,312	3,202,440	3,940,120	3,385,953	3,669,736	3,580,778	3,825,894	3,640,509	7,718,084	45,461,252
NET OPERATING INCOME (LOSS)		1,243,139	1,110,853	1,150,054	1,405,764	1,042,390	1,522,986	1,942,681	2,560,285	2,948,526	1,705,240	3,406,794	(915,132)	19,123,580
Non-Operating Expenses														
Accounting & Tax Prep Fee	8301.000	30,000	-	-	-	-	30,000	-	20,000	-	-	-	60,000	140,000
Interest	8425.000	16,000	14,500	13,000	11,500	10,000	8,500	7,000	5,500	4,000	2,500	1,000	35,000	128,500
Depreciation	8505.000	3,541	3,541	3,541	3,541	3,541	3,541	3,541	3,541	3,541	3,541	3,541	3,541	42,488
Partnership Exp - Legal	8320.000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	72,000
Liability Insurance	6205.000	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	162,000
Insurance D&O	8312.000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	72,000
Insurance Other	6237.000	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc Partnership Exp	8390.000	2,050	1,800	2,050	1,800	2,050	1,800	2,050	1,800	2,050	1,800	2,050	1,800	23,100
Dead Deal	8080.000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Total Non-Operating Expenses		87,091	55,341	54,091	52,341	51,091	79,341	48,091	66,341	45,091	43,341	42,091	135,841	760,088
Net Income (Loss) After FA		1,156,049	1,055,512	1,095,963	1,353,424	991,299	1,443,645	1,894,590	2,493,945	2,903,436	1,661,899	3,364,703	(1,050,972)	18,363,493

**ATTACHMENT #10**  
**MANAGEMENT REVIEW & PHYSICAL INSPECTION REPORTS**

## **MANAGEMENT REVIEW & PHYSICAL INSPECTION REPORTS**

Vesta at Osowaw will be developed on a currently vacant property. Because there is no existing development, we are unable to provide a management review or physical inspection reports. We have included the current portfolio and brochure for Norstar Accolade Property Management, our affiliate property manager, on the following pages.



## **CORPORATE OVERVIEW**

Norstar Accolade Property Management. is a real estate management firm headquartered in Irving, Texas with extensive property management experience across all product types. Norstar Accolade Property Management's Principals believe that local market expertise and knowledge coupled with our proven management practices will result in the maximization of the returns on the investment. Founded in 2002, Norstar Accolade Property Management was formed to provide third party clients with superior, results oriented management. Norstar Accolade's clients include developers, partnerships, individual investors, and financial institutions.

Norstar Accolade Property Management specializes in the management of multifamily assets. The team of professionals at Norstar Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Norstar Accolade understands the dynamics of the marketplace and the factors that effect the correct positioning of an asset. Norstar Accolade embraces every asset individually and designs a business plan to maximize the value of the asset.



## **CORPORATE BACKGROUND**

Formed in 2002 by one its Principals, Norstar Accolade Property Management is a joint venture to take advantage of an ever changing real estate market. Norstar Accolade Property Management became a firm dedicated to its success by ensuring the success of its clients' investments. Ms. Stephanie Baker, managing partner, knew that her breadth of knowledge, marketing savvy and hands on experience with assets primarily in Florida, Texas and New Mexico could create an organization strictly focused on superior property management services. The genesis of the firm commenced by Ms. Baker hand picking Norstar Accolade's Key Management. Norstar Accolade's success is lead by professionals with extensive experience in Real Estate Management with over 150 years combined management expertise. The joint venture became registered in Florida to conduct business in 2007 as the demand for their superior services continued to grow.

Over the years the management team at Norstar Accolade has been effective in the management of low income/affordable assets with bond programs and other land use restrictions, assets that required significant physical rehabilitation and new Class A+ developments with construction management and specialized marketing needs.

## Norstar Accolade Property Management Portfolio

Asset	Location	Years Managed	Unit Count	Year Built	Type	Occupancy
Alton Plaza	Longview,TX	3	48	2020	LIHTC 30/50/60 AMI	100%
Amberwood Place	Longview,TX	8	78	2014	LIHTC 30/50/60 AMI	100%
Aria Grand	Austin, TX	3	70	2020	LIHTC 30/50/60 AMI with 811	98%
Art at Bratton's Edge	Austin, TX	6	76	2017	LIHTC 30/50/60 AMI	100%
Ash Lane	Eules,TX	21	250	1997	LIHTC-40/60	98%
Barron's Branch I & II	Waco, TX	8	168	2015	LIHTC 30/50/60 AMI	99%
Canova Palms	Irving, TX	3	58	2020	LIHTC 30/50/60 AMI	100%
Cielo Place	Ft. Worth, TX	2	91	2021	LIHTC 30/50/60 AMI Lease Up-3 mos.	100%
Colonial Commons	Ft. Myers, FL	8	332	2015	Market Rate	98%
Columbus Square	Montgomery, AL	4	160	2017/2019	LIHTC 30/50/60 AMI Lease Up	92%
Eagle Ridge	Tarpon Springs,FL	2	71	2021	Acq.Rehab LIHTC, RAD conversion	100%
Edgewood	Longview,TX	3	74	2020	LIHTC 30/50/60 AMI-Lease Up	100%
Elysium Grand	Austin, TX	3	90	2020	LIHTC 30/50/60 AMI with 811-Lease Up	95%
Everly Plaza	Fort Worth, TX	2	88	2021	LIHTC 30/50/60 AMI-Lease Up-Senior	99%
Fountains of Rosemead	Dallas, TX	21	382	1997	LIHTC-40/60	97%
Gateway Commons	Tampa, FL	1	280	2023	Market Rate Lease Up	0%
Gulf Breeze	PuntaGorda,FL	15	171	2008	ACC/LIHTC-SHIP, BOND, RRLP	99%
Kaia Pointe	Georgetown, TX	5	102	2018	LIHTC-40/60-Lease Up	98%
Kestrel on Cooper	Arlington, TX	1	90	2022	LIHTC-40/60 with Market Lease Up	100%
Kiva East	Dallas, TX	1	87	2023	LIHTC-40/60 with Market Lease Up	30%
Lakes of Eldorado	McKinney, TX	21	220	1997	LIHTC-40/60	98%
La Madrid	Austin, TX	6	95	2017	LIHTC 30/50/60 AMI with 811	97%
Laurel Flats	Tyler, TX	1	89	2022	LIHTC 30/50/60 AMI	100%
La Ventana	Abilene, TX	8	84	2014	LIHTC -40/60	98%
Lincoln Village	Bradenton, FL	2	50	2021	LIHTC 30/50/60 AMI-Lease Up	0%
Liberty Pass	Selma, TX	8	104	2015	LIHTC -40/60	100%
Mistletoe Station	Fort Worth, TX	3	110	2020	LIHTC 30/50/60 AMI with Market	99%
Oakridge Estates	Tarpon Springs,FL	13	62	2011	ACC/LIHTC	100%
Palms of Pinellas	Largo, FL	5	92	2018	Market Rate	99%
Parkridge Place	Abilene, TX	31	170	1982	Market Rate-Under Rehab	96%
Pinnacle at North Chase	Tyler, TX	8	120	2012	LIHTC-40/60	98%
Prairie Gardens	Abilene, TX	1	48	2021	LIHTC-40/60	99%
Residence at Ridgehill	Kerrville, TX	1	43	2023	LIHTC 30/50/60 AMI-Lease Up Senior	60%
Roxton	Denton, TX	8	126	2013	LIHTC -40/60	95%
Saige Meadows	Tyler, TX	8	92	2015	LIHTC -30/50/60/Market	100%
Summit Parque	Dallas, TX	8	100	2015	LIHTC 30/50/60 AMI Market	97%
Sunrise Park	Lake Wales, FL	12	72	2011	ACC/LIHTC	100%
Sunset at Fash Place	Fort Worth, TX	1	66	2022	LIHTC Senior Lease Up	100%
The Abali	Austin, TX	1	56	2022	LIHTC 30/50/60 AMI-Lease Up	100%
Tylor Grand	Abilene, TX	8	120	2012	LIHTC-40/60	100%
Venetian Walk	Venice, FL	9	61	2014	ACC/ LIHTC Lease Up Senior	100%
Venetian Walk II	Venice, FL	3	52	2020	ACC/ LIHTC Lease Up Family	100%
Verandas I & II	PuntaGorda,FL	6	120	2017	ACC/LIHTC Lease Up Senior	100%
Vi Collina	Austin, TX	1	170	2022	LIHTC-40/60 with Market Lease Up	95%
Villages at Tarpon Springs	Tarpon Springs,FL	8	95	2015	Acq.Rehab LIHTC, RAD conversion-Senior	100%
Vistas at Eastwood	Ft. Myers, FL	3	360	2020	Market Rate Lease UP	100%
<b>TOTAL</b>			<b>5543</b>			

**ATTACHMENT #11**  
**LOCAL GOVERNMENT REFERENCES**

## LOCAL GOVERNMENT REFERENCES

### **Colleen Turner**

Senior Manager and SHIP Administrator  
Charlotte County Human Services  
colleen.turner@charlottecountyfl.gov  
(941) 833-6502

### **Stephanie Rayman**

Affordable Housing Development Manager  
Pinellas County Housing & Community Development  
srayman@pinellas.gov  
(727) 464-5697

### **Mark Van Lue**

Assistant Director  
City of St Petersburg Housing & Community Development  
mark.vanlue@stpete.org  
(727) 892-5967



**ATTACHMENT #12**  
**APPROVED HERNANDO COUNTY RESOLUTION**

RESOLUTION NO. 2025 - 061

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
HERNANDO COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2025-39  
ADOPTED ON FEBRUARY 25, 2025 TO CORRECT A SCRIVENER'S ERROR;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 25, 2025, the Board of County Commissioners (the "Board of Hernando County, Florida (the "County") voted 3-2 to adopt Resolution No. 2025-39 (the "Resolution") approving the Mediated Settlement Agreement, executed by Hernando County Staff and Raysor Ventures, LLC, and attached to the Resolution as **EXHIBIT A**, with modified performance conditions; and

**WHEREAS**, after the Resolution was signed by the Chairman of the Board, it was noted that the Resolution contained a scrivener's error and did not include the Staff report with the modified performance conditions.

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Amendment to the Resolution.** That Section 1 of Resolution No. 2025-39 is hereby amended as follows: (Deletions are reflected with strikethrough text and corrective text is depicted with underscored text)

Section 1. The Mediated Settlement Agreement attached hereto as **EXHIBIT A** is hereby approved with modified performance conditions as specified in Exhibit B and attached hereto and incorporated herein by reference.

**Section 2. Resolution to Continue in Force.** Except as herein expressly provided, the Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

ADOPTED IN REGULAR SESSION THE 8<sup>th</sup> DAY OF April 2025.

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**

Attest:

*Hindi Prase, Deputy Clerk*  
for **Douglas A. Chorvat, Jr.**  
Clerk of Circuit Court & Comptroller

By:

*Brian Hawkins*  
**Brian Hawkins**  
Chairman

(SEAL)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Victoria Anderson*  
County Attorney's Office

RESOLUTION NO. 2025 - 039

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH RAYSOR VENTURES, LLC PURSUANT TO THE FLORIDA LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT; APPROVING A REZONING FROM AG (AGRICULTURAL) TO PDP(MF)/PLANNED DEVELOPMENT PROJECT (MULTIFAMILY) WITH MODIFIED PERFORMANCE CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Raysor Ventures, LLC applied for relief under the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, regarding denial of application H-24-27; and

**WHEREAS**, Hernando County staff and Raysor Ventures, LLC attended mediation on the above Dispute on December 19, 2024, and then prepared the Mediated Settlement Agreement fully executed on January 10, 2025, attached hereto as **EXHIBIT A**; and

**WHEREAS**, the Hernando County Board of County Commissioners finds that the Settlement Agreement attached hereto as **EXHIBIT A**, is in the best interest of the County to protect the public's health, safety, and welfare.

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The Mediated Settlement Agreement attached hereto as **EXHIBIT A** is hereby approved.

**Section 2.** The Rezoning from AG (Agricultural) to PDP(MF)/Planned Development Project (Multifamily), (Parcel Key # 1695419) is hereby approved, pursuant to the Settlement Agreement attached hereto as **EXHIBIT A**.

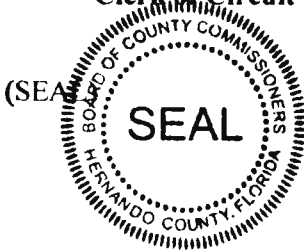
**Section 3.** This Resolution shall take effect immediately upon adoption.

ADOPTED IN REGULAR SESSION THE 25<sup>th</sup> DAY OF February 2025.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: Heidi Kuge, Deputy Clerk  
for Douglas A. Chorvat, Jr.  
Clerk of Circuit Court & Comptroller

By: Brian Hawkins  
Chairman



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Victoria Anderson  
County Attorney's Office

**EXHIBIT A**

**IN AND BEFORE A SPECIAL MAGISTRATE  
PURSUANT TO LAND USE AND ENVIRONMENTAL DISPUTE  
RESOLUTION ACT, SECTION 70.51, FLORIDA STATUTES  
HERNANDO COUNTY, FLORIDA**

**RAYSOR VENTURES, LLC,**  
a Florida limited liability company

**Rezoning File: H-24-27  
Parcel Key: 1695419**

**Petitioners,**

**vs.**

**HERNANDO COUNTY, FLORIDA,**  
a political subdivision of the State of Florida

**Respondent.**

\_\_\_\_\_ /

**MEDIATED SETTLEMENT AGREEMENT &  
RECOMMENDATION OF THE SPECIAL MAGISTRATE**

This Mediated Settlement Agreement (the “Agreement”) is entered into by and among the Petitioner, RAYSOR VENTURES, LLC (“Petitioner”); and the Respondent, HERNANDO COUNTY, FLORIDA (“County”). The undersigned parties who have signed this Agreement (collectively “Parties” and individually “Party”), have entered into this Agreement following a mediation held on December 19, 2024 pursuant to Section 70.51, *Florida Statutes*. In accordance with Section 70.51, *Florida Statutes*, the mediation session was noticed and attended by one interested member of the public, Mr. Skip Irwin, who participated and provided comments.

**BACKGROUND**

Petitioner applied to rezone a 13.6 acre property on Osowaw Boulevard with Parcel Key 1695419 (the “Property”) from Agricultural (“AG”) to Multi-Family Planned Development District (“PDP (MF)”) with two deviations. On June 10, 2024, the Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt a resolution approving the application to rezone the Property. On June 28, 2024, the County denied the rezoning

application by a 5-0 vote. On July 25, 2024, Petitioner submitted a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act (“FLUEDRA”). On October 22, 2024, the County approved Resolution No. 2024-219 memorializing the denial of the rezoning. On November 15, 2024, the County filed its Response to the Request for Relief.

The purpose of the FLUEDRA process is to “facilitate a resolution of the conflict between the owner and governmental entities” by negotiating an adjustment of the development to create a mutually acceptable solution. § 70.51(17(a), *Florida Statutes*. Such solutions and settlement agreements shall not be deemed an admission of any fact, issue or liability in this case. The Parties agree that this Agreement is intended as a comprehensive settlement of all outstanding issues raised in Petitioner’s Request for Relief, including but not limited to an appeal by petition for writ of certiorari and a State and Federal Fair Housing Act violation.

#### SETTLEMENT PROPOSAL

The Parties agree to the following:

1. The proposed resolution to be presented to the Board of County Commissioners with a recommendation of approval along with or subsequent to this Agreement and include the following:
  - a. A revised application to rezone ± 7.9 acres of the Property to Conservation (CV) and limit the PDP (MF) zoning to ± 5.7 acres of the Property.
  - b. A Revised Master Plan, attached as Exhibit “A”, and incorporated herein;
  - c. As pertaining to the area to be zoned PDP (MF), all conditions in the Staff Report to Planning and Zoning Board for H-24-27, attached to this Agreement as Exhibit “B”, and incorporated herein, with the following modifications:

1. Maximum number of dwelling units allowed: 100 [reduction from 125]
  2. Maximum number of dwelling units per building: 50 (deviation from 12) [reduction from 60]
  3. Maximum building height: 45' / 3 stories [reduction from 60' / 4 stories]
  4. North buffer (along Osowaw Boulevard): 25' [increase from 20']
- d. Additionally, the following performance conditions shall be applied to the area to be zoned PDP (MF):
1. A boulevard entry feature, which entails a landscaped median that separates opposing traffic flows on the vehicular access point to the Property, must be provided;
  2. A clubhouse must be located at or near the vehicular entrance to the Property to: (1) provide a shield from the majority of the parking area visible from Osowaw Boulevard; and (2) improve vehicular circulation within the parking area for emergency services and solid waste and recycling.
  3. A neighborhood park, including a playground, must be provided for the residents.
  4. The building orientation shall be substantially similar to the building orientation shown on the Revised Master Plan, attached as Exhibit "A".
- e. The area zoned CV (Conservation) must comply with all regulations and requirements set forth in Appendix A, Article IV, Section 10 of the Land Use Regulations Hernando County, Florida.
2. This Agreement shall be considered and approved or rejected by the Board of County Commissioners pursuant to Section 70.51, *Florida Statutes*.
  3. If approved by the Board of County Commissioners, the amendment to or replacement of Resolution No. 2024-219 shall be considered by the Board of County Commissioners, as

a continuation of Rezoning Case H-24-27. Such public hearing shall be advertised and comply with all *Florida Statutes* and County code provisions regarding the adoption of ordinances.

4. **Extension of Time.** The parties agreed to extend the deadlines set forth in Section 70.51, *Florida Statutes*, and agree to extend the time for the procedure established by Section 70.51(23), *Florida Statutes*, beyond One Hundred-Sixty-Five (165) days.
5. **Entire Agreement.** Subject to approval by the Board of County Commissioners pursuant to Section 70.51(21) and (22), *Florida Statutes*, this Agreement sets forth the entire and complete settlement agreement between the Parties relative to this matter and may not be modified or amended except by written agreement executed by all the Parties set forth below. This Agreement may not be modified by oral discussions prior to or after its execution.
6. **No Admissions.** This Agreement is made as a settlement and compromise of highly contested, disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Agreement.
7. **Approval by Board of County Commissioners.** Pursuant to Section 70.51(21) and (22), *Florida Statutes*, this Agreement shall be considered by the Board of County Commissioners within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Section 70.51(21) and (22), *Florida Statutes*. Approval of this Agreement by the Board of County Commissioners shall serve as final disposition of all potential claims arising from the denial of the rezoning application for the Property (H-24-27), and the parties shall be bound by its terms.

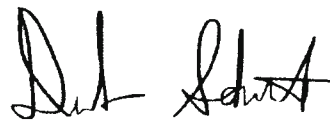
8. **Counterparts.** This Agreement may be executed by two (2) or more original, photocopy and/or facsimile counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**CONCLUSION AND RECOMMENDATION**

Pursuant to Section 70.51, *Florida Statutes*, the first responsibility of the Special Magistrate is to facilitate the resolution of matters in disagreement. To that end, the mediation session was informal in nature and directed towards both a full and complete discussion of the issues and concerns raised by County Commissioners and members of the public during the rezoning public hearing and concerns raised by the public during mediation. The mutually acceptable settlement proposal addresses all concerns and has been agreed to by County staff and Petitioner and satisfies the requirements of Section 70.51, *Florida Statutes*.

The Special Magistrate recommends the County Commission approve this mediated settlement proposal and adopt a resolution approving Petitioner's request for a Rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) on ± 5.7 acres and Conservation on ± 7.9 acres, to resolve all potential claims arising from the prior denial of the rezoning, including, but not limited to an appeal by petition for writ of certiorari and a State and Federal Fair Housing Act violation. It is in the Parties interest to resolve this matter.

RESPECTFULLY SUBMITTED January 10, 2025.



Derek A. Schroth, Special Magistrate  
*Florida Bar Certified Expert in Business  
Litigation and Local Government Law*

*[Signatures to Follow]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 10<sup>th</sup> day of January, 2025.

**PETITIONER**

Raysor Ventures, LLC

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Michael Raysor, President

**RESPONDENT**

Hernando County, Florida

*Omar DePablo*

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By: Omar DePablo  
Development Services Director

Approved As To Form  
And Legal Sufficiency

By *Victoria Anderson*  
County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 10<sup>th</sup> day of January, 2025.

**PETITIONER**

Raysor Ventures, LLC

  
\_\_\_\_\_  
Michael Raysor, President

**RESPONDENT**

Hernando County, Florida

\_\_\_\_\_  
By: Omar DePablo  
Development Services Director

# Exhibit A



<b>TITLE</b>	
<b>OSOWAW ROAD CONCEPT PLAN</b>	
<b>LOCATION</b>	
<b>HERNANDO COUNTY, FLORIDA</b>	
<b>PREPARED FOR</b>	
<b>RV RAYSON</b> Rayson & Associates, Inc.	
<b>SITE DATA</b>	
<b>SITE DATA:</b>	
<b>TOTAL SITE</b>	= 13.8 AC
<b>UPLAND</b>	= 4.8 AC
<b>WETLAND</b>	= 9.0 AC
<b>BUILDING DATA:</b>	
<b>(2) 50 UNIT</b>	
<b>3 STORY BUILDINGS - 100 DU</b>	
<b>PARKING</b>	
<b>8' X 10' IF PARKING SPACES - 180 SP</b>	
<b>CONCEPT PLAN DISCLAIMER:</b>	
THIS PLAN IS CONCEPTUAL AND HAS BEEN CREATED USING VARIOUS AVAILABLE INFORMATION SOURCES. THE FINAL YIELD AND LOCATION OF DESIGN ELEMENTS SHOWN ON THIS PLAN MAY CHANGE WITH FURTHER CONSIDERATION AND THROUGHOUT THE APPROVAL PROCESS. FORWARD PLANNING AND DESIGN DOES NOT WARRANT THIS PLAN.	
<b>PREPARED BY</b>	
	
<b>Forward</b> Planning & Design	
	
<b>DATE: 12/18/24</b>	



# Exhibit B

## **REZONING CASE H-24-27 STAFF REPORT**

### **RECOMMENDATIONS/ACTIONS**

#### **STAFF RECOMMENDATION TO PLANNING & ZONING COMMISSION JUNE 3, 2024**

It is recommended that the Planning and Zoning Commission recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a Rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations listed in **Appendix A** of this Staff Report.

#### **PLANNING AND ZONING COMMISSION ACTION June 10, 2024**

On June 10, 2024, the Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a Rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations and modified performance conditions listed in **Appendix B** of the staff report.

#### **BOARD OF COUNTY COMMISSION ACTION June 28, 2024**

On June 28, 2024, the Board of County Commission voted 5-0 to adopt a resolution denying the petitioner's request for a rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations and modified performance conditions listed in **Appendix C** of the staff report.

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**STAFF REPORT**

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**HEARINGS:** Planning & Zoning Commission: June 10, 2024  
Board of County Commissioners: June 28, 2024

**APPLICANT:** Raysor Ventures, LLC

**FILE NUMBER:** H-24-27

**REQUEST:** Rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations

**GENERAL LOCATION:** South side of Osowaw Boulevard, approximately 980' northeast of its intersection with Buccaneer Boulevard

**PARCEL KEY NUMBER(S):** 1695419

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**APPLICANT'S REQUEST**

The petitioner requests the rezoning of the subject parcel for the purpose of constructing a 125 dwelling unit multi-family residential complex on a 13.6-acre parcel, which equals a density of 9.19 dwelling units per acre. The subject parcel is unique in that nine (9) of the 13.6 acres are wetland, leaving 4.6 acres of developable upland. The petitioner intends for this development to cater exclusively to workforce housing and provide bicycle and pedestrian connectivity, a clubhouse with amenities, and open space that exceeds the requirements put forth in the Land Development Regulations.

**Requested Deviations**

1. A deviation from the maximum number of dwelling units per building, increasing it 48 units, from 12 to 60. *(Appendix A, Article IV, Section 2(G)(4)(K))*
2. A deviation from the maximum building height, increasing it 20', from 45' to 65'. *(Appendix A, Article IV, Section 2(G)(4)(I))*

**SITE CHARACTERISTICS**

**Total Site Size:** 13.6 acres

**Surrounding Zoning & Land Use:**

North: CV (Conservation); Weeki Wachee Preserve  
South: PDP(GC)/ Planned Development Project (General Commercial), PDP(SU)/Planned Development Project (Special Use); Walmart Shopping Center

East: PDP(GC)/ Planned Development Project  
(General Commercial) & AG (Agricultural);  
Walmart Shopping Center, County Utilities

West: PDP(GHC)/ Planned Development Project  
(General Highway Commercial), & PDP(MH)/  
Planned Development Project (Mobile Home);  
Mobile Home Park, Church

**Current Zoning:** AG (Agricultural)

**Future Land Use  
Map Designation:** Residential

## ENVIRONMENTAL REVIEW

**Soil Type:** Tavares Fine Sand, Myakka Fine Sand

**Comments:** A faunal (wildlife) survey shall be prepared by a qualified professional at the time of conditional plat. The petitioner is required to comply with all applicable FWC regulations and permitting.

**Water Quality:** The proposed development is within the Weeki Wachee River Basin Management Action Plan, the Weeki Wachee Primary Focus Area (PFA), and the Weeki Wachee Outstanding Florida Springs (OFS) Group.

**Comments:** The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for required plantings and buffers, as applicable.

**Protection  
Features:** There are no protection features (Wellhead Protection Areas (WHPAs) present on this parcel.

**Hydrologic  
Features:** There is a Class 3 wetland along the northeast portion of the site; however, there are no Special Protection Areas (SPAs) present on this parcel.

**Comments:** Drainage should be designed to prevent runoff from going into the wetlands.

## UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) reviewed the petitioner's request and provided the following comments:



- HCUD does not currently supply water or sewer service to this parcel.
- There is an existing 12-inch water main that runs along the north side of Osowaw Boulevard.
- There is an existing 10-inch sewer force main that runs along the north side of Osowaw Boulevard, and an existing 4-inch sewer force main that runs on the south side of Osowaw Boulevard approximately 270 feet to the west of the parcel.
- HCUD has no objection to the request, subject to a utility capacity analysis and connection to the central water and sewer systems at time of vertical construction.

**Please note:** Availability of existing water, sewer, and reclaimed water capacity is dependent on the engineer's estimated flows for the proposed development. Existing utility infrastructure may require upgrades to supply service to the proposed development. Complete a Utilities Capacity Request form located on HCUD's Engineering website and submit with a proposed site plan for capacity inquiries.

**\*\*Utility location does not guarantee capacity\*\***

## **ENGINEERING REVIEW**

The County Engineer reviewed the petitioner's request and provided the following comments:

- The petitioner shall obtain all applicable permits from Hernando County and other applicable permitting agencies including, but not limited to, Southwest Florida Water Management District, Florida Dept. of Environmental Resources, Florida Dept. of Wildlife, in addition to meeting the Hernando County permitting requirements.
- This site is adjacent to the "Nature Coast Commons" project and across the discharge path of the outfall from that project. The discharge flow path must be addressed in any development of the site. Development was after the detailed watershed study.
- A Traffic Access Analysis shall be performed and provided to the Conty during the development process. The Traffic Access Analysis shall include a queuing analysis.
- Any improvements identified by the Traffic Analysis shall be the responsibility of the developer to install.
- A sidewalk shall be constructed along Osowaw Boulevard for the entire length of the parcel.

## **LAND USE REVIEW**

The proposed use of the property as residential is appropriate. There is public transit route which travels on Osowaw Boulevard and stop on the adjacent commercial property. There is a single access point proposed for the development, which is not

ideal, however only one access point can be provided due to the preservation of the wetlands which occupy a majority of the parcel frontage.

Workforce housing is commonly targeted at "essential workers" in a community i.e. police officers, firemen, teachers, nurses, medical personnel and government employees. 2021 Florida Statute 420.5095 states "The Legislature finds and declares that recent rapid increases in the median purchase price of a home and the cost of rental housing have far outstripped the increases in median income in the state, creating the need for innovative solutions for the provision of housing opportunities." This situation has gotten much worse since 2021.

According to the National Low Income Housing Coalition<sup>1</sup> in 2024 a person working for minimum wage (\$11 an hour) must work 90 hours a week to afford a studio apartment in Hernando County. To afford a one (1) bedroom rental the same worker must work 97 hours a week, and to afford a two-bedroom apartment, the worker must work 111 hours a week. There are 168 hours in one week, thus this level of effort is unsustainable if not impossible.

It is common practice to use thirty percent (30%) of the monthly income of an individual to calculate what is deemed "affordable" to that individual. Rental costs have increased so that 50% and 60% of the monthly income of an individual is regularly being used for housing costs. Hernando County recently increased the wages of the lowest paid employee to \$15. Before taxes, that generates a monthly income of \$1,200; thirty percent of \$1,200 is \$360. The National Low Income Housing Coalition estimates the fair market rent for a studio apartment in Hernando County is \$1,291. For a one-bedroom rental, the fair market value is \$1,381. The fair market value of a studio apartment is more than an employee making \$15 an hour makes, before taxes, in one month.

**Comment:** The petitioner should work with TheBus and the County Engineer to see if a transit stop can be installed on or near the development to provide access to alternate forms of transportation for the residents.

### **Perimeter Setbacks**

The perimeter setbacks for a residential use in a PDP are:

- North Osowaw Boulevard): 25'
- South (wetlands): 20'
- East (drainage retention): 10'
- West (wetlands): 10'

### **Buffers**

The petitioner proposes the following perimeter buffers:

- North (Osowaw Boulevard): 20' landscaped Buffer

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<sup>1</sup> <https://nlihc.org/oor/state/FL>

- South (wetlands): 5' preserved natural vegetated buffer
- East (drainage retention): 5' preserved Natural vegetated buffer
- West (wetlands): 5' preserved Natural vegetated buffer

**Comment:** These buffers are consistent with the buffers required for a residential Planned Development Project adjacent to non-residential land uses. Jurisdictional wetland lines shall be established and shown on all plans submitted for this project. A buffer around the wetlands, with an average of 20', with no portion of the buffer being less than 15' wide, shall be shown all plans submitted for this project.

## COMPREHENSIVE PLAN REVIEW

### Future Land Use Map, Residential

The Residential Category accommodates residential growth clustered in and around urbanized areas and those areas that maximize the efficient use of infrastructure contained in long-range facilities plans of the County.

Objective 1.04B: The Residential Category allows primarily single family, duplex, resort and multi-family housing and associated ancillary uses such as recreational and institutional. Office and certain commercial uses may be allowed subject to the locational criteria and performance standards of this Plan. Residential density shall not exceed 22 dwelling units per gross acre.

Strategy 1.04B(2): Future residential development will be planned to locate where the Residential Category predominates on the Future Land Use Map as determined by the availability of facilities and services, the need to accommodate future growth, the strategies to discourage the proliferation of urban sprawl, and the impacts to natural resources, including groundwater.

### Multi-Family Housing

Strategy 1.04B(4): The Residential Category includes zoning for multi-family housing generally averaging 7.5 dwelling units per gross acre up to 22 dwelling units per gross acre in order to provide for a diversity of housing choices. Multifamily housing should be located within, or in close proximity to urban areas shown on the Adjusted Urbanized Area Map, or near shopping and employment centers or within Planned Development Projects.

Strategy 1.04B(5): High density zonings are intended for locations in the more intensely developed sections of the County. New residential development of high density housing shall utilize the Planned Development Project (PDP) process. Regulatory criteria shall

include standards that evaluate and address suitability of the location including:

- a. proximity to existing or designated commercial areas, corridors, or employment centers;
- b. direct or limited local access to arterial or collector roadways;
- c. availability of appropriate infrastructure and services capacity at the site including police, fire, emergency medical services, potable water utility supply, sewer utility supply, and primary and secondary school facilities;
- d. protection of high quality environmentally sensitive resources or historic and archaeological resources;
- e. the character and density of existing and approved residential development in the surrounding area.

**Strategy 1.04B(7):**

All multi-family developments shall be located such that the integrity of nearby established single family neighborhoods is preserved:

- a. multi-family development may serve as a density transition located on the periphery of single family neighborhoods and connecting to higher intensity uses;
- b. multi-family developments at a density incompatible with surrounding land uses should not access arterial or collector roadway systems through established single-family neighborhoods.

**Comments:** The proposed development is consistent with the future land use of the parcel and is located in a n appropriate location for the proposed density.

## FINDING OF FACTS

1. The proposed development is consistent with the future land use of the property.
2. The requested deviation to increase the maximum dwelling unit per building to 60 is reasonable, considering the presence of wetlands and the limited upland area in which all development on the property will be located.
3. The requested deviation in height, increasing it from 45' to 65' is reasonable considering the presence of wetlands and the limited upland area in which all development on the property will be located.

## NOTICE OF APPLICANT RESPONSIBILITY

*The rezoning process is a land use determination and does not constitute a permit for either construction on, or use of, the property, or a Certificate of Concurrence. Prior to*

*use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

*The applicant, property owner, or developer is responsible for ensuring the performance conditions established herein are provided to all contractors performing work for this project. All applications submitted for development activity on this project are expected to comply with the performance conditions established herein.*

**APPENDIX A**

**STAFF RECOMMENDATIONS**

**FOR THE PLANNING AND ZONING COMMISSION**

**STAFF RECOMMENDATION**

It is recommended that the Planning and Zoning Commission recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a Rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations and the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. Planning
  - A. Allowed Uses in this PDP: Multifamily complex and associated accessory uses.
  - B. Maximum number of Dwelling Units Allowed: 125
  - C. Maximum number of dwelling units per building: 60 (Deviation from 12)
  - D. Maximum Building Coverage: 45%
  - E. Minimum Building Separation: 15'
  - F. Minimum dwelling unit square footage: 600 square feet
  - G. Maximum Building Height: 65' / 4 stories  
(deviation from 45' / 3 stories)
  - H. The petitioner should work with TheBus and the County Engineer to see if a transit stop can be installed on or near the development to provide access to alternate forms of transportation for the residents.
  - I. Setbacks (inclusive of the vegetated buffer)
    - North: 25'
    - South: 20'
    - East: 10'
    - West: 10'
3. **Buffers and Permanent Screening:**

A buffer shall be required between a Planned Development Project land use which is multifamily or non-residential and a land use, external to the PDP, which is *residential, agricultural-residential, or agricultural*. The buffer shall consist of a minimum five-foot landscaped separation distance. The multifamily or nonresidential use located on such lot shall be permanently screened from the adjoining and contiguous properties by a wall, fence, and/or approved enclosures. Such screening shall have a minimum height of five (5) [feet] and a maximum height of eight (8) feet, or an evergreen hedge with a minimum

height of five (5) feet at the time of planting (*Appendix A, Article VIII, Section 1(C)*).

- North: 20'
- South: 5'
- East: 5'
- West: 5'

\*Buffer fencing – the required greenery shall be installed on the side of the fence or wall that faces the adjacent property.

- A. Natural vegetation is to be retained in the buffers and enhanced with trees and vegetation to meet 80% opacity requirement within 12 months.
- B. Vegetated buffers shall remain undisturbed, with the exception of the removal of invasive species or dead trees (without the use of large machinery that would level the buffer). Buffers may not include any stormwater management facilities, utility easements or drainage retention areas.

**4. Environmental:**

- A. **A comprehensive floral and faunal (wildlife) survey** shall be prepared by a qualified professional and submitted as part of the Conditional Plat application stage of development. The petitioner is required to comply with all applicable FWC regulations and permitting. Jurisdictional wetland lines shall be established and shown on all plans submitted for this project. A buffer around the wetlands, with an average of 20', with no portion of the buffer being less than 15' wide, shall be shown all plans submitted for this project.

- B. Required Open Space: 2.04 acres

The petitioner shall preserve the minimum seven percent (15%) natural vegetation as required by the County's Land Development Regulations. The required natural vegetation may be included as part of the required open space.

**Multifamily Development (*Appendix A, Article VIII, Section 1 (H)(1)(e)*)**  
Minimum open space required for multifamily developments containing twelve (12) or more units: A minimum of fifteen (15) percent of the gross site must be maintained in open space. A minimum of fifty (50) percent of the required open space shall be in areas at least five hundred (500) square feet in size with no horizontal dimension less than fifteen (15) feet.

The designated open space shall be at least 500 square feet with no areas less than 15' in width.

- C. Required Natural Vegetation: 29,621 square feet



*Article II, Section 10-28 (2).* Preserved natural vegetation and/or planted native vegetation shall be provided per the following standard. The county administrator or designee may grant deviations to this standard if changes in elevation or other conditions preclude meeting this standard.

D. Landscaping:

A minimum of fifteen (15) trees per acre shall be either preserved or installed. At least five (5) of those trees shall be shade trees. Unless otherwise approved for removal, specimen and majestic trees shall be preserved.

E. Invasive plant species if present are to be removed during the development process.

F. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for required plantings and buffers, as applicable.

The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ Program information and encourage the use of the principles, techniques, and landscaping recommendations. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.

5. Engineering:

A. The petitioner shall obtain all applicable permits from Hernando County and other applicable permitting agencies including, but not limited to, Southwest Florida Water Management District, Florida Dept. of Environmental Resources, Florida Dept. of Wildlife, in addition to meeting the Hernando County permitting requirements.

B. This site is adjacent to the "Nature Coast Commons" project and across the discharge path of the outfall from that project. The discharge flow path must be addressed in any development of the site. Development was after the detailed watershed study.

C. A Traffic Access Analysis shall be performed and provided to the Conty during the development process. The Traffic Access Analysis shall include a queuing analysis.

D. Any improvements identified by the Traffic Analysis shall be the responsibility of the developer to install.

E. A sidewalk shall be constructed along Osowaw Boulevard for the entire length of the parcel.

6. Utilities: HCUD has no objection to the request, subject to a utility capacity analysis and connection to the central water and sewer systems at time of vertical construction.

7. Schools:

The petitioner must apply for and receive a "Finding of School Capacity" from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement between the applicant, the School District and the County.

Without Conditional Plat or the functional equivalent in place, the School Districts finding of school capacity expires within 1 year of issuance.

8. The petitioner shall remove any barbed wire and/or electric fencing from the subject parcel(s) prior to the issuance of any Certificate of Occupancy being issued. This includes any areas designated as Buffers and Drainage Retention Areas designated as PDP(Special Use) on plats.
9. Prior to the issuance of an approved set of construction plans, the developer shall provide the Department of Public Works and The Planning Department with a contact list of any known contractors and professionals that will be working on the site as well as designating a primary contact should issues arise.
10. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.

**APPENDIX B**  
**PLANNING & ZONING COMMISSION**  
**ACTION**

**APPENDIX B –PLANNING & ZONING COMMISSION ACTION:**

On June 10, 2024, the Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a Rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations and the following modified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. Planning
  - A. Allowed Uses in this PDP: Multifamily complex and associated accessory uses.
  - B. Maximum number of Dwelling Units Allowed: 125
  - C. Maximum number of dwelling units per building: 60 (Deviation from 12)
  - D. Maximum Building Coverage: 45%
  - E. Minimum Building Separation: 15'
  - F. Minimum dwelling unit square footage: 600 square feet
  - G. Maximum Building Height: ~~65' / 4 stories~~  
(deviation from 45' / 3 stories)
  - H. The petitioner should work with TheBus and the County Engineer to see if a transit stop can be installed on or near the development to provide access to alternate forms of transportation for the residents.
  - I. Setbacks (inclusive of the vegetated buffer)
    - North: 25'
    - South: 20'
    - East: 10'
    - West: 10'

3. **Buffers and Permanent Screening:**

A buffer shall be required between a Planned Development Project land use which is multifamily or non-residential and a land use, external to the PDP, which is *residential, agricultural-residential, or agricultural*. The buffer shall consist of a minimum five-foot landscaped separation distance. The multifamily or nonresidential use located on such lot shall be permanently screened from the adjoining and contiguous properties by a wall, fence, and/or approved enclosures. Such screening shall have a minimum height of five (5) [feet] and a maximum height of eight (8) feet, or an evergreen hedge with a minimum

height of five (5) feet at the time of planting (*Appendix A, Article VIII, Section 1(C)*).

- North: 20' (natural vegetative buffer supplemented where necessary)
- South: 5'
- East: 5'
- West: 5'

\*Buffer fencing – the required greenery shall be installed on the side of the fence or wall that faces the adjacent property.

- A. Natural vegetation is to be retained in the buffers and enhanced with trees and vegetation to meet 80% opacity requirement within 12 months.
- B. Vegetated buffers shall remain undisturbed, with the exception of the removal of invasive species or dead trees (without the use of large machinery that would level the buffer). Buffers may not include any stormwater management facilities, utility easements or drainage retention areas.

**4. Environmental:**

- A. A **comprehensive floral and faunal (wildlife) survey** shall be prepared by a qualified professional and submitted as part of the Conditional Plat application stage of development. The petitioner is required to comply with all applicable FWC regulations and permitting. Jurisdictional wetland lines shall be established and shown on all plans submitted for this project. A buffer around the wetlands, with an average of 20', with no portion of the buffer being less than 15' wide, shall be shown all plans submitted for this project.
- B. Required Open Space: 2.04 acres

The petitioner shall preserve the minimum seven percent (15%) natural vegetation as required by the County's Land Development Regulations. The required natural vegetation may be included as part of the required open space.

**Multifamily Development (*Appendix A, Article VIII, Section 1 (H)(1)(e)*)**  
Minimum open space required for multifamily developments containing twelve (12) or more units: A minimum of fifteen (15) percent of the gross site must be maintained in open space. A minimum of fifty (50) percent of the required open space shall be in areas at least five hundred (500) square feet in size with no horizontal dimension less than fifteen (15) feet.

The designated open space shall be at least 500 square feet with no areas less than 15' in width.

C. Required Natural Vegetation: 29,621 square feet

*Article II, Section 10-28 (2).* Preserved natural vegetation and/or planted native vegetation shall be provided per the following standard. The county administrator or designee may grant deviations to this standard if changes in elevation or other conditions preclude meeting this standard.

D. Landscaping:

A minimum of fifteen (15) trees per acre shall be either preserved or installed. At least five (5) of those trees shall be shade trees. Unless otherwise approved for removal, specimen and majestic trees shall be preserved.

E. Invasive plant species if present are to be removed during the development process.

F. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for required plantings and buffers, as applicable.

The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ Program information and encourage the use of the principles, techniques, and landscaping recommendations. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.

5. Engineering:

- A. The petitioner shall obtain all applicable permits from Hernando County and other applicable permitting agencies including, but not limited to, Southwest Florida Water Management District, Florida Dept. of Environmental Resources, Florida Dept. of Wildlife, in addition to meeting the Hernando County permitting requirements.
- B. This site is adjacent to the "Nature Coast Commons" project and across the discharge path of the outfall from that project. The discharge flow path must be addressed in any development of the site. Development was after the detailed watershed study.
- C. A Traffic Access Analysis shall be performed and provided to the County during the development process. The Traffic Access Analysis shall include a queuing analysis.
- D. Any improvements identified by the Traffic Analysis shall be the responsibility of the developer to install.
- E. A sidewalk shall be constructed along Osowaw Boulevard for the entire length of the parcel.

6. Utilities: HCUD has no objection to the request, subject to a utility capacity analysis and connection to the central water and sewer systems at time of vertical construction.

7. Schools:

The petitioner must apply for and receive a "Finding of School Capacity" from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement between the applicant, the School District and the County.

Without Conditional Plat or the functional equivalent in place, the School Districts finding of school capacity expires within 1 year of issuance.

8. The petitioner shall remove any barbed wire and/or electric fencing from the subject parcel(s) prior to the issuance of any Certificate of Occupancy being issued. This includes any areas designated as Buffers and Drainage Retention Areas designated as PDP(Special Use) on plats.
9. Prior to the issuance of an approved set of construction plans, the developer shall provide the Department of Public Works and The Planning Department with a contact list of any known contractors and professionals that will be working on the site as well as designating a primary contact should issues arise.
10. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.

**APPENDIX C**  
**BOARD OF COUNTY COMMISSION**  
**ACTION**



**APPENDIX C – BOARD OF COUNTY COMMISSION ACTION:**

On June 28, 2024, the Board of County Commission voted 5-0 to adopt a resolution denying the petitioner's request for a rezoning from AG (Agricultural) to PDP(MF)/ Planned Development Project (Multi-Family) with deviations. The Board of County Commissioners determined that the request was too intense for the subject site and incompatible with the area.

# Exhibit "B"

## BRIEF OVERVIEW:

On July 25, 2024, Raysor Ventures, LLC filed its Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA").

On December 19, 2024, Hernando County staff and Raysor Ventures, LLC attended mediation on the dispute and then prepared the Mediated Settlement Agreement.

On January 10, 2025, the Mediated Settlement Agreement was fully executed and is presented here for consideration by the Board.

## BOARD OF COUNTY COMMISSION ACTION:

On February 25, 2025, the Board of County Commission voted 3-2 to adopt a resolution approving the Mediated Settlement Agreement for a rezoning from AG (Agricultural) to +/- 5.7 acres of PDP(MF)/Planned Development Project (Multi-family) and +/- 7.9 acres of CV/Conservation with modified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. Planning
  - A. Allowed Uses in this PDP: Multifamily complex and associated accessory uses.
  - B. Maximum number of Dwelling Units Allowed: ~~125~~ 90
  - C. Maximum number of dwelling units per building: ~~60~~ 50
  - D. Maximum Building Coverage: 45%
  - E. Minimum Building Separation: 15'
  - F. Minimum dwelling unit square footage: 600 square feet
  - G. Maximum Building Height: 45' / 3 stories
  - H. The petitioner should work with TheBus and the County Engineer on sidewalks to see if a transit stop can be installed on or near the development to provide access to alternate forms of transportation for the residents.
  - I. Setbacks (inclusive of the vegetated buffer)
    - North: 25'
    - South: 20'
    - East: 10'
    - West: 10'

**3. Buffers and Permanent Screening:**

A buffer shall be required between a Planned Development Project land use which is multifamily or non-*residential* and a land use, external to the PDP, which is *residential*, *agricultural-residential*, or *agricultural*. The buffer shall consist of a minimum five-foot landscaped separation distance. The multifamily or nonresidential use located on such lot shall be permanently screened from the adjoining and contiguous properties by a wall, fence, and/or approved enclosures. Such screening shall have a minimum height of five (5) [feet] and a maximum height of eight (8) feet, or an evergreen hedge with a minimum height of five (5) feet at the time of planting (*Appendix A, Article VIII, Section 1(C)*).

- North: 20' 25' (natural vegetative buffer supplemented where necessary)
- South: 5'
- East: 5'
- West: 5'

\*Buffer fencing – the required greenery shall be installed on the side of the fence or wall that faces the adjacent property.

- A. Natural vegetation is to be retained in the buffers and enhanced with trees and vegetation to meet 80% opacity requirement within 12 months.
- B. Vegetated buffers shall remain undisturbed, with the exception of the removal of invasive species or dead trees (without the use of large machinery that would level the buffer). Buffers may not include any stormwater management facilities, utility easements or drainage retention areas.

**4. Environmental:**

- A. A **comprehensive floral and faunal (wildlife) survey** shall be prepared by a qualified professional and submitted as part of the Conditional Plat application stage of development. The petitioner is required to comply with all applicable FWC regulations and permitting. Jurisdictional wetland lines shall be established and shown on all plans submitted for this project. A buffer around the wetlands, with an average of 20', with no portion of the buffer being less than 15' wide, shall be shown all plans submitted for this project.

- B. Required Open Space: 2.04 acres

The petitioner shall preserve the minimum seven percent (15%) natural vegetation as required by the County's Land Development Regulations. The required natural vegetation may be included as part of the required open space.

Multifamily Development (*Appendix A, Article VIII, Section 1 (H)(1)(e)*)  
Minimum open space required for multifamily developments containing

twelve (12) or more units: A minimum of fifteen (15) percent of the gross site must be maintained in open space. A minimum of fifty (50) percent of the required open space shall be in areas at least five hundred (500) square feet in size with no horizontal dimension less than fifteen (15) feet.

The designated open space shall be at least 500 square feet with no areas less than 15' in width.

C. Required Natural Vegetation: 29,621 square feet

*Article II, Section 10-28 (2).* Preserved natural vegetation and/or planted native vegetation shall be provided per the following standard. The county administrator or designee may grant deviations to this standard if changes in elevation or other conditions preclude meeting this standard.

D. Landscaping:

A minimum of fifteen (15) trees per acre shall be either preserved or installed. At least five (5) of those trees shall be shade trees. Unless otherwise approved for removal, specimen and majestic trees shall be preserved.

E. Invasive plant species if present are to be removed during the development process.

F. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for required plantings and buffers, as applicable.

The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ Program information and encourage the use of the principles, techniques, and landscaping recommendations. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.

5. Engineering:

F. The petitioner shall obtain all applicable permits from Hernando County and other applicable permitting agencies including, but not limited to, Southwest Florida Water Management District, Florida Dept. of Environmental Resources, Florida Dept. of Wildlife, in addition to meeting the Hernando County permitting requirements.

G. This site is adjacent to the "Nature Coast Commons" project and across the discharge path of the outfall from that project. The discharge flow path must be addressed in any development of the site. Development was after the detailed watershed study.

- H. A Traffic Access Analysis shall be performed and provided to the County during the development process. The Traffic Access Analysis shall include a queuing analysis.
- I. Any improvements identified by the Traffic Analysis shall be the responsibility of the developer to install.
- J. A sidewalk shall be constructed along Osowaw Boulevard for the entire length of the parcel.

6. Utilities:

HCUD has no objection to the request, subject to a utility capacity analysis and connection to the central water and sewer systems at time of vertical construction.

7. Schools:

The petitioner must apply for and receive a "Finding of School Capacity" from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement between the applicant, the School District and the County.

Without Conditional Plat or the functional equivalent in place, the School District's finding of school capacity expires within 1 year of issuance.

- 8. The petitioner shall remove any barbed wire and/or electric fencing from the subject parcel(s) prior to the issuance of any Certificate of Occupancy being issued. This includes any areas designated as Buffers and Drainage Retention Areas designated as PDP(Special Use) on plats.
- 9. Prior to the issuance of an approved set of construction plans, the developer shall provide the Department of Public Works and The Planning Department with a contact list of any known contractors and professionals that will be working on the site as well as designating a primary contact should issues arise.
- 10. A boulevard entry feature, which entails a landscaped median that separates opposing traffic flows on the vehicular access point to the property must be provided.
- 11. A clubhouse must be located at or near the vehicular entrance to the property to: (1) provide a shield from the majority of the parking area visible from Osowaw Boulevard; and (2) improve vehicular circulation within the parking area for emergency services and solid waste and recycling.

12. A neighborhood park, including a playground, shall be provided for the residents.
13. The building orientation shall be substantially similar to the building orientation shown on the Revised Master Plan.
14. The balance of the undeveloped subject site (+/- 7.9 acres) shall be rezoned and deemed Conservation. The area CV (Conservation) must comply with all regulations and requirements set forth in Appendix A, Article IV, Section 10 of the Land Use Regulations of Hernando County, Florida.
15. Project tenancy shall consist of a maximum of 15% 3 bedrooms, 45% 2 bedrooms and unlimited 1 bedroom units.
16. Project shall provide 10% holiday parking.
17. No fence shall be required along the project's perimeter.
18. The petitioner to provide a revised plan shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.

**ATTACHMENT #13**  
**APPROVED FHFC PRINCIPAL DISCLOSURE**

## Principal Disclosures for the Applicant

**APPROVED for HOUSING CREDITS**  
**FHFC Advance Review**  
**Received 6.18.2024; Approved 6.19.2024**

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

Vesta FL AH Partners I, LLC

### First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Manager	Middleburg Vesta FL AH Partners I, LLC	Limited Liability Company
2.	Non-Investor Member	Newstar Vesta FL AH Partners I, Inc.	For-Profit Corporation
3.	Non-Investor Member	Middleburg Vesta FL AH Partners I, LLC	Limited Liability Company
4.	Investor Member	Middleburg Vesta FL AH Partners I, LLC	Limited Liability Company

### Second Principal Disclosure Level:

Vesta FL AH Partners I, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First  
Level Principal Entity # from  
above for which the Second  
Level Principal is being  
identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (Middleburg Vesta FL AH Partner	1.A. Manager	Middleburg AH Holdings, LLC	Limited Liability Company
1. (Middleburg Vesta FL AH Partner	1.B. Sole Member	Middleburg AH Holdings, LLC	Limited Liability Company
2. (Newstar Vesta FL AH Partners I,	2.A. Executive Director	Evjen, Brian	Natural Person
2. (Newstar Vesta FL AH Partners I,	2.B. Officer/Director	Corder, Justin	Natural Person
2. (Newstar Vesta FL AH Partners I,	2.C. Officer/Director	Evjen, Brian	Natural Person
2. (Newstar Vesta FL AH Partners I,	2.D. Shareholder	Newstar Holdings, LLC	Limited Liability Company
3. (Middleburg Vesta FL AH Partner	3.A. Manager	Middleburg AH Holdings, LLC	Limited Liability Company
3. (Middleburg Vesta FL AH Partner	3.B. Sole Member	Middleburg AH Holdings, LLC	Limited Liability Company

### Third Principal Disclosure Level:

Vesta FL AH Partners I, LLC

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding  
Second Level Principal Entity #  
from above for which the Third  
Level Principal is being  
identified

Third Level Entity #	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be either a Natural Person or a Trust	The organizational structure of Third Level Principal identified Must be either a Natural Person or a Trust
1.A. (Middleburg AH Holdings, LLC)	1.A.(1) Manager	Finlay, Christopher	Natural Person
1.A. (Middleburg AH Holdings, LLC)	1.A.(2) Member	Finlay, Christopher	Natural Person
1.A. (Middleburg AH Holdings, LLC)	1.A.(3) Member	Geans, Kory	Natural Person
1.B. (Middleburg AH Holdings, LLC)	1.B.(1) Manager	Finlay, Christopher	Natural Person
1.B. (Middleburg AH Holdings, LLC)	1.B.(2) Member	Finlay, Christopher	Natural Person
1.B. (Middleburg AH Holdings, LLC)	1.B.(3) Member	Geans, Kory	Natural Person
2.D. (Newstar Holdings, LLC)	2.D.(1) Manager	Evjen, Brian	Natural Person
2.D. (Newstar Holdings, LLC)	2.D.(2) Manager	Corder, Justin	Natural Person
2.D. (Newstar Holdings, LLC)	2.D.(3) Member	Evjen, Brian	Natural Person
2.D. (Newstar Holdings, LLC)	2.D.(4) Member	Corder, Justin	Natural Person
3.A. (Middleburg AH Holdings, LLC)	3.A.(1) Manager	Finlay, Christopher	Natural Person
3.A. (Middleburg AH Holdings, LLC)	3.A.(2) Member	Finlay, Christopher	Natural Person
3.A. (Middleburg AH Holdings, LLC)	3.A.(3) Member	Geans, Kory	Natural Person
3.B. (Middleburg AH Holdings, LLC)	3.B.(1) Manager	Finlay, Christopher	Natural Person
3.B. (Middleburg AH Holdings, LLC)	3.B.(2) Member	Finlay, Christopher	Natural Person
3.B. (Middleburg AH Holdings, LLC)	3.B.(3) Member	Geans, Kory	Natural Person



Principal Disclosures for the two Developers

APPROVED for HOUSING CREDITS  
FHFC Advance Review  
Received 6.18.2024; Approved 6.19.2024

How many Developers are part of this Application structure? (Please complete the Principal Disclosures for each of the two Co-Developers below.)

2  
Select the organizational structure for the first Co-Developer entity:

The first Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Middleburg Communities, LLC

First Principal Disclosure Level: Middleburg Communities, LLC

Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Member	Thistle Investments, LLC	Limited Liability Company
2.	Member	Geans, Kory	Natural Person
3.	Manager	Finlay, Christopher	Natural Person

Second Principal Disclosure Level: Middleburg Communities, LLC

Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified	Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (Thistle Investments, LLC)	1.A.	Manager	Finlay, Christopher	Natural Person
1. (Thistle Investments, LLC)	1.B.	Member	Christopher C. Finlay Revocable Trust	Trust
1. (Thistle Investments, LLC)	1.C.	Member	Rebecca J. Finlay Revocable Trust	Trust
1. (Thistle Investments, LLC)	1.D.	Member	The Finlay Family Dynasty Trust	Trust

## Principal Disclosures for the two Developers

**APPROVED for HOUSING CREDITS**  
**FHFC Advance Review**  
**Received 6.18.2024; Approved 6.19.2024**

Select the organizational structure for the second Co-Developer entity:

The second Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Newstar Development, LLC

### First Principal Disclosure Level:

Newstar Development, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Manager	Evjen, Brian	Natural Person
2.	Manager	Corder, Justin	Natural Person
3.	Manager	Higgins, Richard L.	Natural Person
4.	Member	Anise Development, LLC	Limited Liability Company
5.	Member	Corder Development, LLC	Limited Liability Company

### Second Principal Disclosure Level:

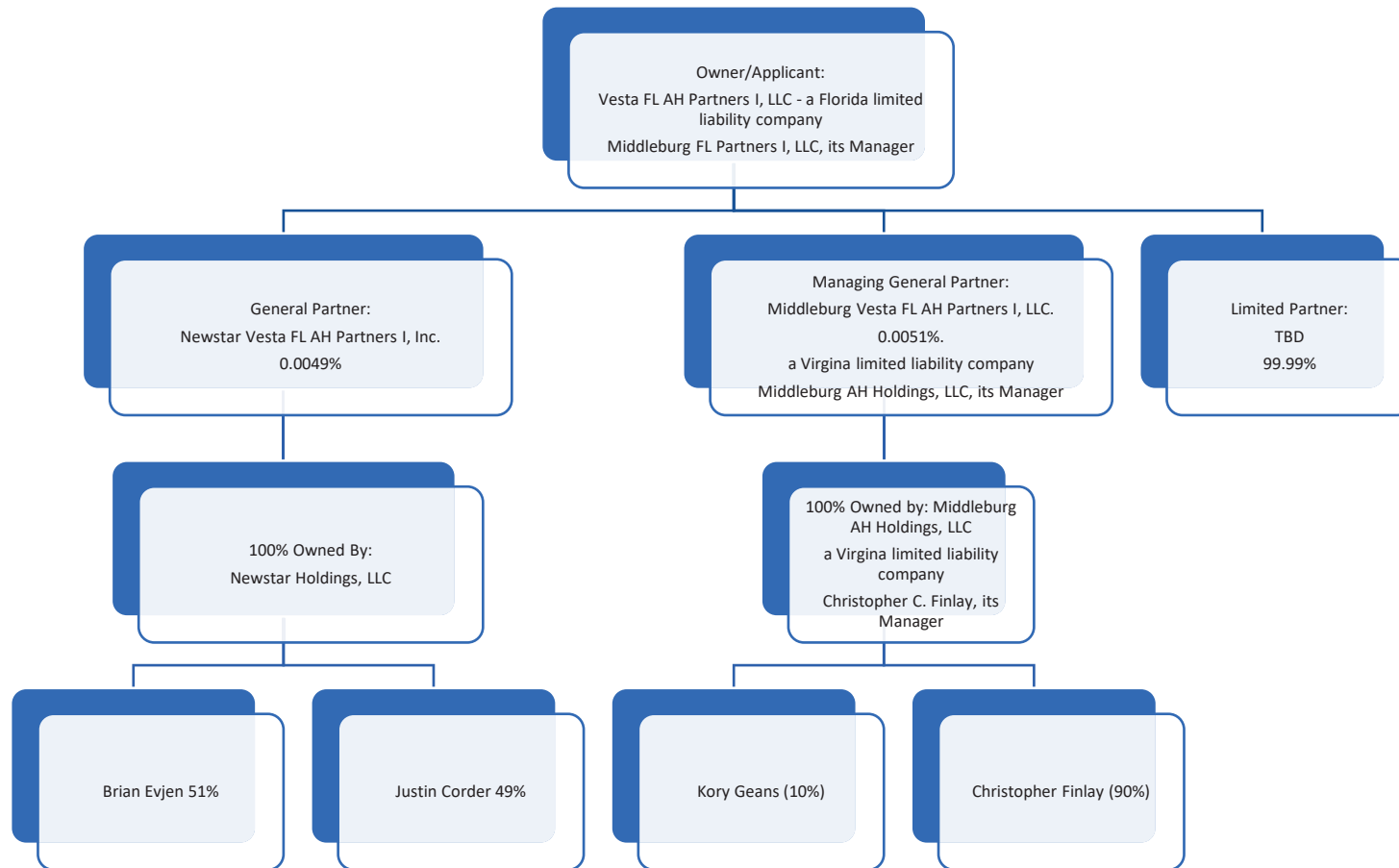
Newstar Development, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

<u>Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being</u>	<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First Level</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
<u>4. (Anise Development, LLC)</u>	4.A.	Sole Member	Evjen, Brian	Natural Person
<u>4. (Anise Development, LLC)</u>	4.B.	Manager	Evjen, Brian	Natural Person
<u>5. (Corder Development, LLC)</u>	5.A.	Sole Member	Corder, Justin	Natural Person
<u>5. (Corder Development, LLC)</u>	5.B.	Manager	Corder, Justin	Natural Person

**ATTACHMENT #14**  
**APPLICANT ORGANIZATIONAL CHART**

# Organization Chart – Vesta FL AH Partners I



**ATTACHMENT #15**  
**RESIDENT SERVICES**

## RESIDENT SERVICES

Newstar & Middleburg will commit to providing a resident services program that will be tailored to the premises based on the facilities. The program will be multi-faceted to accommodate and meet the needs of the residents of Vesta at Osowaw. The resident services program will provide all programs required by all land use restrictive covenant agreements applicable to the premises, free of charge. The program may include services like the following:

- Financial Counseling
  - Financial counseling services will be regularly scheduled, no less than once a quarter. The counseling will include tax preparation services and educational workshops on topics like “Learning to Budget”, “Handling Personal Finances”, or “Comparison Shopping for the Consumer”.
- Employment Opportunity Program
  - The employment opportunity program will include regularly scheduled classes on topics and skills relevant to the current work force. This includes typing, computer literacy, secretarial skills, job interview techniques, and other useful job skills.
- Homeownership Opportunity Program
  - The applicant will work in conjunction with local realtors or lending institutions to provide free, on-site seminars for residents interested in becoming homeowners.

**ATTACHMENT #16**  
**NEWSTAR DEVELOPMENT RESUME &**  
**MIDDLEBURG COMMUNITIES RESUME**



### **Newstar Development – About Us**

Newstar Development, LLC (“Newstar”), is a full-service development firm formed in 2020 by the Florida leadership team for Norstar Development USA (“Norstar”), Brian Evjen and Justin Corder. Norstar is also a member of Newstar.

Our development team completed its first affordable housing development in Florida in 2008, and all completed developments in Florida have been in partnership with Public Housing Authorities (PHAs), except for one project with a CRA (Community Redevelopment Agency).

Accordingly, the development team has extensive experience in residential multifamily development as well as partnerships with public housing authorities. Our team has expertise in all areas of financing low-income and public housing properties, knowledge of applications and corresponding approval processes, experience in working with low-income housing tax credits (LIHTC), bond programs, local finance authorities, HOME Funds, FHLB AHP funds, project-based Section 8 contracts, and other Mixed Finance Programs, including HOPE VI, Replacement Housing Factor and HUD capital funds. Our development team is also innovative in utilizing new programs when appropriate.

### **Newstar Development – Experience Applying for and Utilizing LGAO**

Newstar cultivates and maintains close relationships with local government housing and community development departments to garner support for its developments. This has resulted in Newstar’s projects receiving four LGAO (Local Government Area of Opportunity) funding commitments in Pinellas County for its Heritage Oaks (PCHA, 2016, 2020, & 2021) and Eagle Ridge (TSHA, 2017) projects and two LGAO commitments from the City of Pinellas Park (Sunshine Lofts on 78th, 2020 & 2021). In medium counties Newstar has received four LGAO commitment from City of Gainesville (Woodland Park Phase II, 2020, 2021, 2022, and 2023), the first LGAO commitment in Charlotte County (Verandas of Punta Gorda III, 2018), three LGAO commitment from the City of Punta Gorda (Verandas of Punta Gorda III, 2020 & 2021 and Vesta Esperanza Village, 2022), and two LGAO commitments in Manatee County by the City of Bradenton (Lincoln Village, 2018 & Bryant Commons, 2021).

Florida Housing Finance Corp. (FHFC) created the LGAO funding commitment in 2016 to give local governments a way to select their preferred affordable housing project, and these commitments elevated our tax credit application scores to make them more competitive in FHFC’s annual tax credit cycles, thus increasing the likelihood of an award. Since 2016, Newstar has completed three LGAO-awarded developments and has one more under construction as of the date of this response.





### The Verandas of Punta Gorda – Phase III

Punta Gorda, Florida

The Verandas of Punta Gorda – Phase III (Verandas III) is a 72-unit affordable housing project being developed in partnership with the Punta Gorda Housing Authority (PGHA). Financing included 9% Low-Income Housing Tax Credits, LGAO from the City of Punta Gorda, and various forms of funding from Charlotte County including BOCC, SHIP, and the County's first Affordable Housing Trust fund Grant. Total development cost was approximately \$25,323,869. Verandas III serves tenants at 35% AMI and 60% AMI. Unit sizes include 1BR – 718sf, 2BR – 1,063sf, and 3BR – 1,325sf, which are contained in three-story garden style buildings. This project was completed in February of 2025, on-time and under-budget.





## Valor Preserve

Seminole, Florida

Valor Preserve is a 64-unit family affordable housing project completed in partnership with the Pinellas County Housing Authority (PCHA). Valor Preserve serves disabled and veterans of the US Armed Forces, with all units fully accessible. Financing included 9% Low-Income Housing Tax Credits, as well as SAIL and CHIRP/Viability loans from FHFC, Home Depot Foundation grant, and Pinellas County-issued SHIP funding. Total development cost was \$27,020,470. Valor Preserve serves tenants at 30% AMI, 33% AMI and 60% AMI. Unit sizes include 1BR – 723sf and 2BR – 1,065sf, which are contained in one-story and two-story garden style buildings. Valor Preserve is certified silver from National Green Building Standard (NGBS). This project was completed in June 2024 on-time and under-budget.



## Jordan Park

St. Petersburg, Florida

Jordan Park is a fully affordable development consisting of 206 acquisition-rehab family units and 60 new construction senior units. Newstar completed this redevelopment in partnership with the St. Petersburg Housing Authority (SPHA). Financing included 4% Low-Income Housing Tax Credit equity from RBC, Pinellas County HFA-issued bonds, City of St. Petersburg CRA funds, construction and permanent (agency) loans from KeyBank, and SPHA funds. The total development cost was \$93,108,000. Jordan Park serves tenants from 20% AMI to 60% AMI. Completed in October 2023, Jordan Park (new construction building) is certified silver from National Green Building Standard (NGBS).





## Lincoln Village Apartments

Bradenton, Florida

Lincoln Village is a 50-unit family affordable housing project completed in partnership with the Bradenton Central Community Redevelopment Agency (CRA). Financing included 9% Low-Income Housing Tax Credits (\$0.94 tax credit pricing) and total development cost was \$13,364,000. Lincoln Village serves tenants at 33% AMI and 60% AMI and has 10% market rate units. Unit sizes include 1BR – 882sf, 2BR – 998sf, and 3BR – 1,385sf, which are contained in three-story and two-story garden style buildings. Lincoln Village is certified silver from National Green Building Standard (NGBS). This project was completed in July 2021 on-time and under-budget.



## Eagle Ridge Apartments

Tarpon Springs, Florida

Eagle Ridge is a 71-unit family affordable housing project completed in partnership with the Tarpon Springs Housing Authority (TSHA). Financing included 9% Low Income Housing Tax Credits (\$0.955 tax credit pricing) as well as Pinellas County funds, and total development cost was \$18,178,000. Eagle Ridge serves tenants at 60% AMI and lower. Unit sizes include 1BR – 720sf, 2BR – 994sf, and 3BR – 1,320sf. This project was completed in February 2021 on-time and under-budget.





MIDDLEBURG  
COMMUNITIES



**HAMLET**

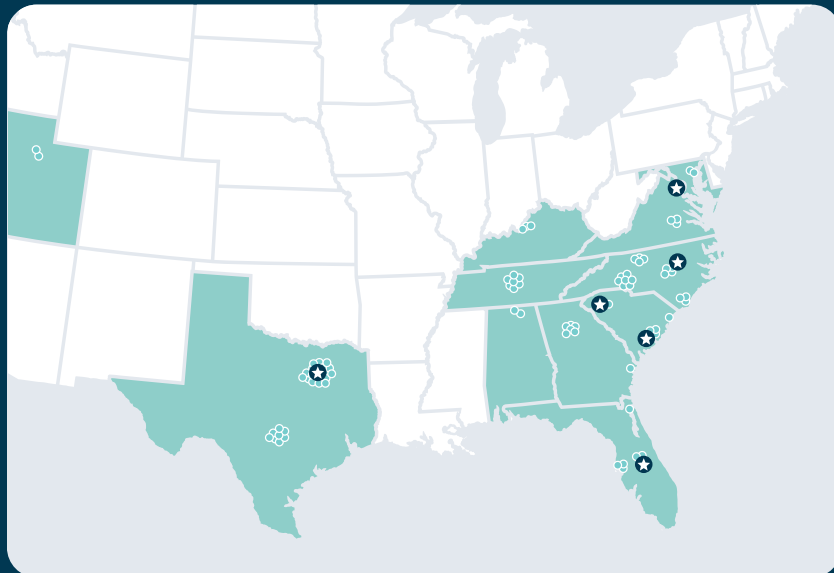
HOME RENTERSHIP™



**MOSBY**  
APARTMENTS

**Middleburg is a leading real estate investment firm maximizing stakeholder value through a socially conscious, fully integrated approach to the acquisition, development, construction, and management of high-quality, attainable rental housing.**

We are headquartered in Vienna, Virginia and have regional offices throughout our operating footprint.



\* Current and Historical Portfolio

Founded in  
**2004**

**\$3.5B**  
in Multifamily  
Transactions

**23,000+**  
Units Acquired  
and Developed

**150+**  
Team Members in  
Regional Offices

**3,000+**  
Units Under  
Construction

Licensed GC in  
**8 States**

**1,114**  
Hours of Team  
Community Service

### Investment Management

We leverage our in-house research and analytics team to forecast market performance, shift between acquisitions and development, increase asset value, and achieve maximum risk adjusted returns.

### Development

We are one of the most active and successful developers of high-quality attainable multifamily and single-family rental communities in the Southeastern United States.

### Construction

We are a licensed general contractor in eight states. Led by a team of tenured multifamily construction experts, our daily operations are guided by Character, Quality, Environmental Integrity, and Transparency.

### Property Management

Our seasoned operations team is empowered by our industry leading technology and shared services platform that produces distinct and measurable outperformance.

# Multifamily Community Design

Mosby represents Middle Market Class-A multifamily rental properties focused on providing best-in-class amenities and resident services in infill, suburban growth corridor and master-planned communities. Our communities are in proximity to employment, retail, entertainment and healthcare.

**Mosby draws from:**

- Young professionals, growing families and retirees
- Highly diverse mix of professionals (nurses, teachers, police officers, hospitality workers, engineers and consultants)





# Mosby Community Design Principles



## DESIGN

Site layouts contribute to the betterment of the surrounding community

Building layouts facilitate seamless interaction between indoor and outdoor spaces

Design improves the quality of life and fosters a sense of satisfaction among residents



## HOME

Small and Large unit layouts

Studio, 1, 2, & 3 bedroom apartment homes

Unit layouts and features which provide dedicated space for pets, crafts, or a home office

1.2 - 1.8 parking spaces per unit



## GREEN

Thoughtful building placement to create a variety of separate outdoor spaces for relaxation and play

Sidewalk and trails around natural points of interest

Community gardens



## CONNECTIVITY

Connected to the surrounding community in proximity to town centers, restaurants, entertainment, healthcare, and transit



# Architecture





# Architecture

