

DRAFT

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES

Regular Meeting – December 11, 2023, 5:15 p.m.

This meeting was conducted as a public meeting and a Virtual meeting.

Present: Stephen Douglas, Chair
Brandon Beil, Vice-Chair

Lory Chancy – Secretary/Treasurer
Don Kennedy, Trustee

Also

Present: Dale Williams, Executive Director
Cynthia Watson, LSHA Staff
Karl Plenge, NOC
Tim Atkinson
Joy Stevens
Mark Vann
Stew Lilker, Col. Cty. Observer
Dianna Watson
Karl Plenge

Sonja Markham, LSHA Staff
Todd Kennon, Attorney
Morgan McMullen, Lake City Reporter
Barbara Lemley
Garrett Morrison
Sandra Kabrick
Joseph Sherill – Zoom
Jessica Allen and guest

2 participants participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Douglas called the in person/virtual December 11, 2023, Regular Meeting to order at 5:15 P.M. Chairman Douglas called for additions/deletions to the agenda. There were none. Request made by Mr. Dale Williams to move Resolution No. 2023-003 under New Business on the Agenda to the front of the agenda. **Motion** by Mr. Brandon Beil to approve the adoption of the agenda with the requested amendment. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

NEW BUSINESS - Request to approve Lake Shore Hospital Authority Resolution No. 2023-003 A Resolution of the Board of Trustees of the Lake Shore Hospital Authority of Columbia County, Florida Acknowledging Cynthia A. Watson on her Retirement.

Mr. Dale Williams read Resolution 2023-003. A Resolution of the Board of Trustees of the Lake Shore Hospital Authority of Columbia County, Florida Acknowledging Cynthia A. Watson on her retirement. **Motion** by Mr. Brandon Beil to approve Resolution 2023-003. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Mr. Tim Atkinson.

Ms. Barbara Lemley (requested to hold her comments until the item(s) were discussed by the Trustees). **Motion** by Mr. Don Kennedy to follow the agenda and keep public comments before agenda items are discussed. **Second** by Mr. Brandon Beil for discussion. Discussion. **Motion withdrew**, by Mr. Don Kennedy. Second withdrawn by Mr. Brandon Beil.

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INDIVIDUAL APPEARANCES (Continued)

Ms. Joy Stevens, Mr. Stew Lilker, Mr. Joseph Sherill (zoom), and Mr. Garrett Morrison.

CONSENT AGENDA

Chairman Douglas called for a Motion to approve the Consent Agenda. **Motion** by Mrs. Lory Chancy to approve adoption of the Consent Agenda. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

NEW BUSINESS

Discussion and possible action – “Agreement for the Purchase and Sale of Real Property (Lake Shore Hospital Building)” from Lake Shore Hospital Authority to Meridian Behavioral Healthcare

Mr. Todd Kennon updated the Trustees. (Update #1) Meridian Behavioral Healthcare was advised of the Trustees previous decision to require a 30-year reverter in the proposed Agreement for the Purchase and Sale in lieu of the shorter time frame requested by Meridian. (Update #2) Mr. Kennon advised that he and Mr. Williams met with 2 representatives of the Masonic Lodge. The Masons were asked if, to their knowledge, there were any additional properties involved in the Lake Shore Hospital transaction that contained a reverter clause other than Block 111 which had been identified by title search. The Masons responded by saying that based on what they have been told historically, reverter provisions would apply to other parcels; however, the Masons had not engaged any professionals to assist with a review of the parcels to verify. After discussion, the Masons were asked how they would like to proceed. Mr. Kennon advised that he and Mr. Williams understood that the Masons would prefer to deal with the Authority, not Meridian, and would like to receive a proposal for resolving all reverter issues, known and unknown. **Motion** by Mr. Brandon Beil to give the building to Meridian after the reverter clause issue is resolved. Discussion. Mrs. Lory Chancy is still opposed to giving the building to Meridian. **Motion** by Mr. Don Kennedy that contingent upon all reverters being resolved, a decision regarding the transfer of the building to Meridian needs to be made. **Second** by Mr. Brandon Beil. Discussion regarding ongoing administrative costs involved in the negotiations. Mrs. Lory Chancy again stated she disagreed with this.

Additional public comments from Ms. Barbara Lemley, Mr. Tim Atkinson, Mr. Stew Lilker, and Mr. Brandon Beil.

Discussion. Mrs. Lory Chancy asked the Motion to be repeated. **Motion** restated by Mr. Todd Kennon. Contingent on resolving outstanding reverter issues with the Masons, the Authority, based on the agreed upon terms and condition of the Purchase and Sale Agreement, will gift the 4-story hospital building to Meridian. Discussion. **Amended Motion** by Mr. Don Kennedy to include the parking lot with the hospital building. **Amended Motion Second** by Mr. Brandon Beil. Roll call vote. Mr. Kennedy – yes. Mrs. Lory chancy – no. Mr. Brandon Beil – yes. **Amended Motion** failed.

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The meeting was recessed at 6:35 P.M. to change the recording tape. The meeting was called back to order at 6:38 P.M. by Chairman Douglas.

Discussion continued regarding the previously failed motion. **Motion** by Mrs. Lory Chancy for the Masons to be contacted regarding the minimum dollar amount they would accept to resolve all reverter clause issues and to provide this answer prior to the January 8th meeting. Discussion. **Motion rescinded**. **Motion** by Mrs. Lory Chancy for Mr. Williams to call the Masons to get an idea of what the Masons would accept for a release of the reverter on all properties deeded to Lake Shore by the Masons. Discussion. **Motion** failed due to lack of second. No further action was taken on Item #2 on the agenda at this time.

Discussion and possible action –

1.) A review of the FY 23-24 Building Administration Fund Budget was given. Mr. Dale Williams referenced a memo contained within the agenda package. A correction of the \$143,000 balance noted in paragraph #2 to \$113,000 was explained. Discussion. It was discussed that regardless of what decisions are made by the Trustees regarding the disposition of Lake Shore Hospital, items #2 and #3 below will have to be addressed. Regarding items #2 and #3 below, Mr. Kennon explained the legal requirements for holding a public hearing to dispose of public property.

2.) Declare Lake Shore Hospital (4 story building only) as surplus property. It was announced that this item will be placed on the January 8, 2024, agenda as a Public Hearing.

3.) Declare Lake Shore Hospital (4 story building only) inventory as surplus property and authorize disposal. It was announced that this item will be placed on the January 8, 2024, agenda. Mr. Williams also advised the Trustees that he has not heard from the Florida Department of Education regarding the prior approval of the Trustees to donate medical equipment to aide Israel.

4.) Authorize the advertising for bids to demolish and dispose of Lake Shore Hospital (4 Story building only). It was announced that this item would be placed on the January 8, 2024, agenda for discussion.

Trustee discussion resulted in returning to the agenda item:

Discussion and possible action - “Agreement for the Purchase and Sale of Real Property (Lake Shore Hospital Building)” from Lake Shore Hospital Authority to Meridian Behavioral Healthcare

Motion by Mr. Brandon Beil to inform the Masons the Authority would like to revert the property back to the Masons. **Second** by Mr. Don Kennedy. Discussion.

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Comments by Mr. Stew Lilker and Ms. Lemley.

Amended Motion by Mr. Brandon Beil to notify the Masons of the intent to give Block 111 back to the Lodge and to confirm with Meridian their agreement with the perpetual reverter from Meridian to the Authority as a condition of the proposed Purchase and Sale Agreement. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

Discussion and possible action – “Women’s Center” (2 story stand-alone) – Lake Shore Hospital Campus

Mr. Dale Williams gave an update regarding requests and the status from various interested parties for the possible use of this building. Discussion.

UNFINISHED BUSINESS

None.

STAFF REPORT

The staff report is in the Trustee packets.

BOARD MEMBER COMMENTS

Comments by Mr. Kennedy, and Mr. Beil.

Chairman Douglas adjourned meeting. Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval



MERIDIAN

Hope. Recovery. Wellness.

Board of Directors

Jeff Feller
Chairperson
Alachua

Bob Milner
Vice Chair
Bradford

Stephanie McClendon
Secretary
Suwannee

Patricia Knight
At Large

Paul Metts
At Large

Christina Seifert
Immediate Past Chair
Columbia

Denise Bennett
Alachua

Jason Cason
Levy

Kindall Crummey
Baker

Irma Phillips-Maxwell
Alachua

Becky Sharpe
Lafayette

Amanda Manske
Union

Stuart Wegener
Alachua

December 19, 2023

Dale Williams
Executive Director
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, FL 32055

Re: Lake Shore Hospital Authority ("LSHA")/Meridian Behavioral Health Transaction

Dear Dale:

In anticipation of the scheduled January 8, 2024, LSHA Board meeting, I appreciate the opportunity to reiterate to LSHA the position of Meridian relating to the conveyance by LSHA to Meridian of the hospital property we have been discussing for some time. As you are aware, we have narrowed the scope of open issues under the proposed Agreement for the Purchase and Sale of Real Property (the "Agreement") to two issues: (a) the duration of the reverter to be retained by LSHA, and (b) the resolution of any reverter claims by the Masons to the parking lot parcel (or any other parcel to be conveyed by LSHA to Meridian).

These issues were addressed by Resolution of the Meridian Board of Directors at its November meeting and the position of Meridian on these issues remains the same today, as follows:

1. The duration of any reverter rights and use restrictions held by LSHA or its successors under the Agreement must not exceed thirty (30) years from the date of closing.
2. LSHA must resolve, at its expense, through a legally binding termination and release entered into by the Masons prior to closing, any reverter or use restriction rights held by the Masons on the parking lot parcel (Block 101) and any other parcel to be conveyed by LSHA to Meridian under the Agreement.

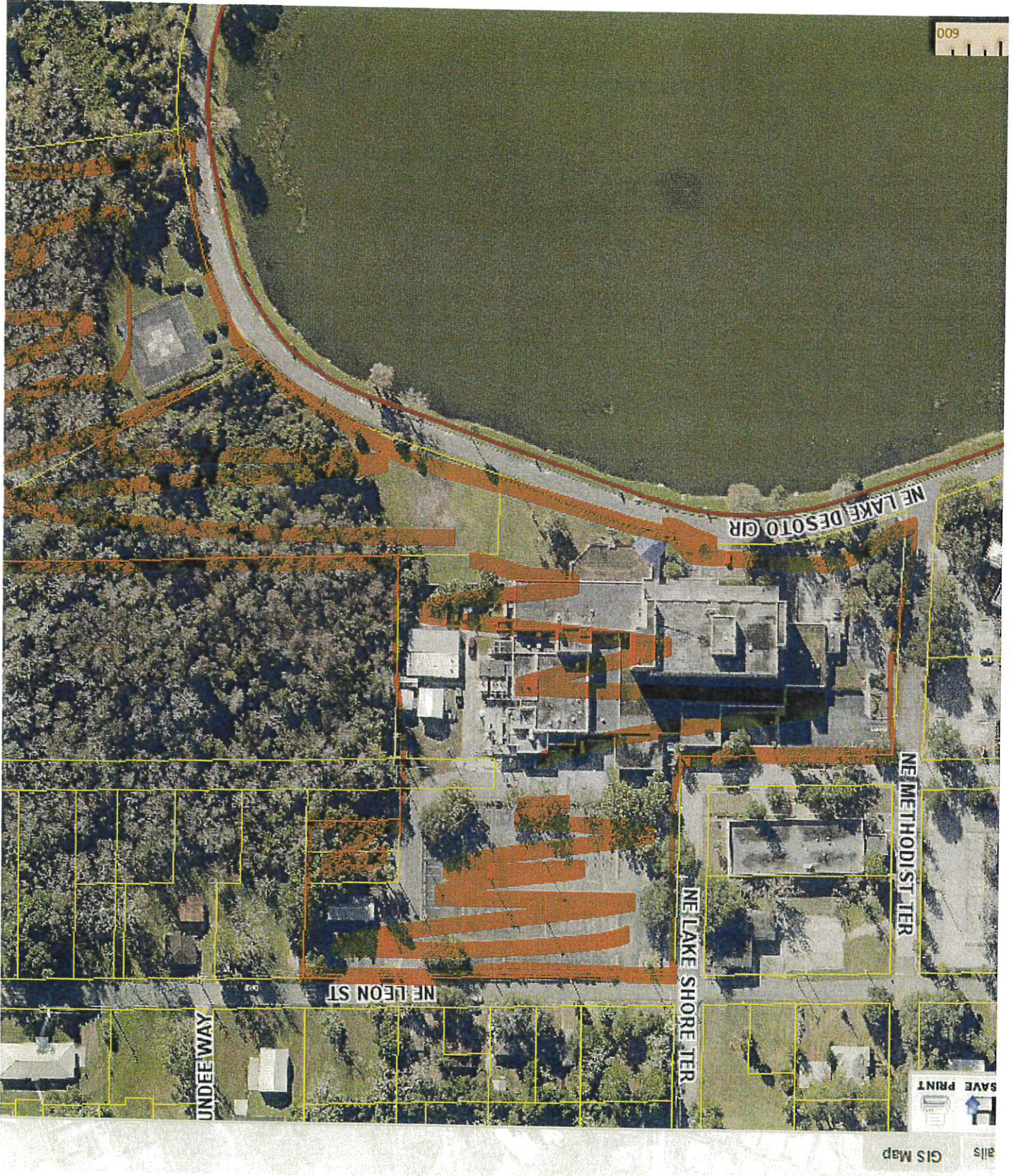
Meridian is prepared to proceed with the Agreement and to close on this transaction if these two open issues can be resolved in the manner set forth above, and the parties confirm the LSHA parcels to be included in the transaction (a process that is underway).

We both know that this transaction will be a significant positive development for our organizations' respective missions and for Lake City and Columbia County and residents of our local community. We appreciate all you have done to bring us to this point and are confident that we can get to the finish line on this important project.

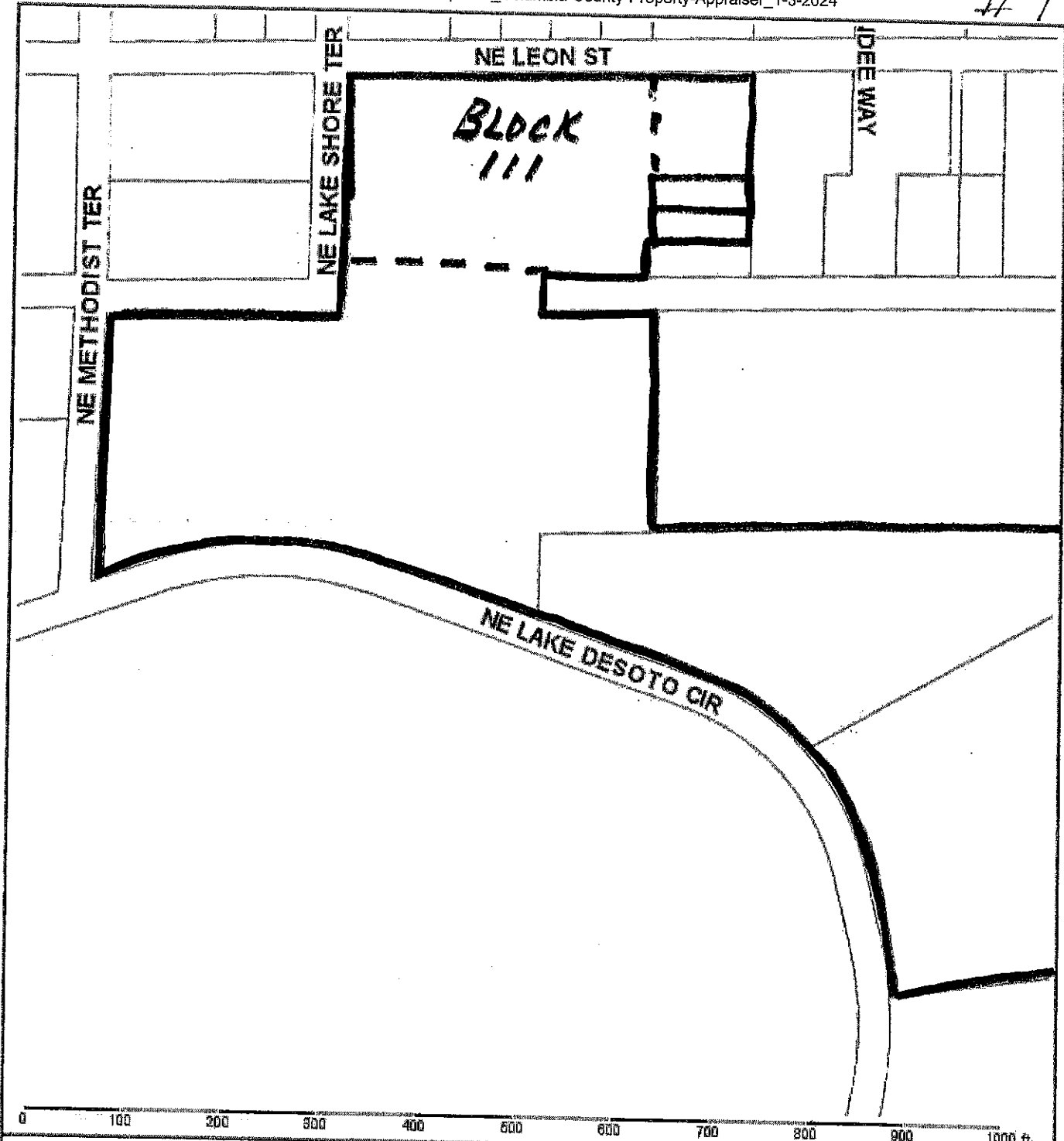
Sincerely,

Donald P. Savoie
President and CEO





From: Dale Williams <dale@lakeshoreha.org>
Sent: Wednesday, December 27, 2023 3:36 PM
To: Don Savoie <don_savoie@MBHCL.org>



Columbia County Property Appraiser Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 		NOTES:	
Owner:		2024 Working Values	
Site:	Mkt Lnd	Appraised	
Sales	Ag Lnd	Assessed	
Info	Bldg	Exempt	
	XFOB	Total	
	Just	Taxable	
	NONE		



Columbia County, FL

This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLogic.com

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA, a corporate body politic of the State of Florida ("Seller"), hereby sells and agrees to convey to MERIDIAN BEHAVIORAL HEALTHCARE, INC., a Florida not-for-profit corporation, ("Purchaser"), and Purchaser hereby buys and agrees to acquire that certain tract or parcel of real property located in Columbia County, Florida being generally described as follows:

Those certain tracts or parcels of land as shown on Exhibit A attached hereto and incorporated by reference herein, together with (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) all permits, approvals, authorizations, and licenses relating to or affecting any such property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in any street, road, alley, or avenue adjoining such property to the center line thereof, (v) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such property, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property (hereinafter sometimes collectively referred to as the "Property").

This Agreement for the Purchase and Sale of Real Property (the "Agreement") is executed upon the following terms and conditions:

1. Consideration.

(a) The Parties understand and acknowledge that there are buildings and improvements on the Property that were previously utilized for hospital facilities, but which have been vacant for several years and will require certain rehabilitation and improvements to be utilized by Purchaser for the purposes set forth herein. The consideration to Seller for conveyance of the Property by Seller to Purchaser shall be the agreement of Purchaser to rehabilitate and improve the buildings and improvements on the Property (the "Buildings") and to utilize the Buildings and Property to operate behavioral health programs (the "Programs") require, improve, and operate behavioral health facilities on the Property as set forth in attached Exhibit B.

(b) As further consideration to Seller for the conveyance of the Property to Purchaser, Purchaser agrees to accept title to the Property subject to the deed restrictions, use requirements, and reverter clause set forth in attached Exhibit C.

2. Boundary Survey. Purchaser shall, at its expense, cause a boundary survey (the "Survey") of the Property to be prepared within thirty (30) days after the date of this Agreement. The Survey shall be currently dated; shall show, among other things, the location on the Property

of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; shall show thereon a legal description of the boundaries of the Property by metes and bounds or other appropriate legal description; and shall include the number of gross acres and/or square feet within the Property. The surveyor who prepares the Survey shall certify it to Seller, Purchaser, the Title Company, and Mateer & Harbert, P.A. Any matters revealed by the survey shall be considered title objections and treated pursuant to the provisions of Section 4 below.

3. Title Report. Within twenty (20) days after the date of this Agreement, ~~Purchaser~~ Seller, at ~~Purchaser~~ Seller's sole cost and expense, shall cause a title company ~~reasonably acceptable to selected by Purchaser~~ (the "Title Company") to issue a title insurance commitment ("Title Commitment") covering the Property and any easements (such as access, off site drainage, or retention easements) required for the development of the Property in the reasonable opinion of Purchaser. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued.

4. Review of Survey and Title Report. Purchaser shall have a period of thirty (30) days after receipt of the last of the Survey and the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property (but in no event longer than the Feasibility Period described in Section 7 below), to review such items, and to deliver in writing such objections as Purchaser may have to anything contained or set forth in the documents or in the Title Commitment. If no written objections are delivered by Purchaser to Seller within said period, the Title Commitment shall be deemed to be approved by Purchaser. Any such items to which Purchaser does not object in its written notice to Seller within such period may appear as exceptions in the owner's policy of title insurance and in the special warranty deed described in Section 9(a)(i). If, in the opinion of Purchaser, there are defects in the title or survey which render title unmarketable or uninsurable, ~~Seller~~ Purchaser shall use its good faith efforts to cure such defects and ~~Seller shall provide reasonable cooperation to Purchaser in Purchaser's efforts to cure such title defects. Seller shall have thirty (30) days after being notified to correct said defects, and~~ Seller shall satisfy any liens on the Property which can be cleared by the payment of money, other than liens created by Purchaser. If ~~Purchaser, with the cooperation of Seller,~~ is unable to cure any other defects after exercising commercially reasonable efforts, then either (i) Purchaser may accept title as it appears with such defects, or (ii) Purchaser may terminate this Agreement by giving written notice to Seller within ten (10) days of Seller's election not to cure said defects. If, by giving written notice as provided in this paragraph, Purchaser elects to terminate this Agreement, Purchaser shall have as its sole remedy the termination of this Agreement and all rights and obligations of the parties hereunder shall terminate and be null and void.

It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Feasibility Period and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 4 shall have arisen and which materially adversely affects the title to the Property or the use thereof, unless the same is either (i) caused by or through the acts or omissions of Purchaser or its agents, invitees, or contractors, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at

Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. Purchaser shall notify Seller within ten (10) days after Purchaser becomes aware of any such new title or survey matter to which Purchaser objects, and if Purchaser does not notify Seller of any objection within such ten (10) day period, Purchaser shall be deemed to have waived any such objection and shall proceed to Closing. If Purchaser properly and timely notifies Seller of any new title or survey matter to which Purchaser objects, then ~~Purchaser~~ Seller shall use its commercially reasonable efforts to cure such defects. If ~~Purchaser~~ Seller is unable or elects not to cure such objection, then Purchaser's sole rights shall be to either terminate this Agreement prior to Closing or waive the objection and proceed to Closing without reduction in the Purchase Price.

5. Seller's Warranties and Representations. Seller warrants and represents to Purchaser, ~~to the best of its actual knowledge,~~ the following:

~~(a) Seller has good, marketable, and indefeasible fee simple title to the Property, free and clear of all conditions, exceptions, or reservations, except for those matters specifically approved (or deemed approved) by Purchaser pursuant to this Agreement;~~

~~(b)(i)~~ The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents;

~~(c)(b)~~ The execution, delivery, and performance by Seller of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Seller is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality;

~~(d)(c)~~ With respect to Seller's entry into this Agreement, performance of this Agreement, and conveyance of the Property to Purchaser as provided for herein, Seller has fully complied with all obligations and requirements of all applicable statutes, laws, rules, and regulations, including, without limitation Chapter 2005-315, Laws of Florida, and Florida Statutes Section 155.40, to the extent applicable.

~~(e)(d)~~ There are no judgments outstanding against Seller or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or to Seller's knowledge threatened against Seller before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, which if decided adversely to the Seller would adversely affect Seller's ability to perform the obligations of this Agreement;

~~(f)(e)~~ There are no adverse or other parties in possession of the Property, or of any part thereof, other than Seller; and no party has been granted any license, lease, or other right relating to the use or possession of the Property, or any part thereon;

~~(g)(f)~~ To the best knowledge and belief of Seller, no facts or conditions currently exist which could result in the termination of the current access from the Property to any

presently existing highway and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

(b)(g) The Property is currently zoned to permit the uses of the Property described on attached Exhibit B pursuant to the zoning regulations of Columbia County, Florida. Seller has no knowledge of any pending or contemplated change in the status of the zoning of the Property, nor of any pending or contemplated special assessments relating to or binding on the Property;

(b)(h) There is no pending, or to the best knowledge and belief of Seller, threatened litigation or governmental action which could adversely affect the right of Seller to sell the Property or have a materially adverse effect on the title to the Property;

(b)(i) Seller has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule, or regulation with respect to the Property, and to the best of Seller's information, knowledge and belief, no grounds exist therefore;

(b)(j) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents. Seller is a non-foreign entity and will sign an affidavit to that effect at closing; as well as such other closing documents (including without limitation an owner's affidavit) in form and substance as Purchaser shall reasonably require to consummate the closing contemplated herein;

(b)(k) Seller has made no commitments to any governmental authority, utility company, school board, church, or other religious body or any property or homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, except as specifically set forth herein; and

(b)(l) Seller has no knowledge of any archeological, anthropological, or historical finds, or sites or any endangered or threatened species in, on or about the Property.

6. Purchaser's Representations and Warranties. Purchaser warrants and represents to Seller the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Purchaser have, and at the time of execution of such documents, shall have, the authority to bind Purchaser in accordance with the terms hereof and of such documents;

(b) The execution, delivery, and performance by Purchaser of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Purchaser is bound or is a party, or require the consent of any party, or

constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality; and

(c) There are no judgments outstanding against Purchaser or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or threatened against Purchaser before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, which if decided adversely to the Purchaser would adversely affect Purchaser's ability to perform the obligations of the Agreement.

7. Purchaser's Investigation. It is understood that as of the date of this Agreement Purchaser has not made a sufficient examination of the conditions and requirements involved in the proposed ownership and potential development of the Property to determine whether such development is economically feasible. Seller and Purchaser agree that Purchaser will proceed with an evaluation of the Property and an evaluation of the economic feasibility of proceeding with its use and development. From and after the date hereof during the term of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Property for inspection, soil tests, examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate in Purchaser's sole judgment, all at Purchaser's sole cost and expense. Purchaser will coordinate its activities with the designated representative of Seller. Purchaser agrees that it will be covered by not less than \$1,000,000 commercial general liability insurance, insuring all activity and conduct of such person while exercising such right of access, issued by a licensed insurance company qualified to do business in the State in which the Property is located and otherwise reasonably acceptable to Seller. Purchaser will seek to add Seller as an additional insured on its liability insurance policy. Purchaser hereby covenants and agrees to indemnify and hold harmless the Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the exercise by Purchaser of Purchaser's right of entry under this Section 7, except to the extent that any such loss, liability, costs, claims, demands, damages, actions, causes of action, or suits relate solely to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. The foregoing indemnity shall survive the closing of this transaction or any termination of this Agreement.

Notwithstanding any other provision of this Agreement, Purchaser shall have sixty (60) days from the Effective Date of this Agreement (as defined below) to review and examine the Property and the cost of development (the "Feasibility Period"). At any time prior to the expiration of the Feasibility Period, Purchaser may terminate this Agreement if, in its sole discretion, Purchaser determines that the Property or its development is not acceptable to Purchaser. Purchaser may terminate this Agreement by delivering written notice thereof to Seller within the time period provided, whereupon neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Within five (5) days from the Effective Date of this Agreement, Seller shall provide Purchaser with copies of any surveys, environmental audits, engineering studies, plats, site plans, development plans, and other similar documents, if any, in Seller's possession, custody, or control which will aid Purchaser in its investigation of the Property.

~~8. Facility Maintenance and Support by Seller Pending Purchaser's Operation of Behavioral Healthcare Services on the Property. From the Closing Date through the first to occur of: (a) the date on which Purchaser first provides behavioral health services on the Property following the receipt of a certificate of occupancy and the requisite Florida Agency for Healthcare Administration licenses to provide behavioral health services on the Property; or (b) December 31, 2025, Seller shall reimburse Purchaser, at the rate of \$_____ per month (prorated for any portion of a month), each month in advance, for the cost of building maintenance, utility services, security, and insurance coverage for the Property. This provision shall survive closing.~~

9.8. Conditions Precedent.

(a) The obligation of Purchaser under this Agreement to purchase the Property is subject to the fulfillment or waiver by Purchaser of the following:

(i) delivery by Seller of a special warranty deed duly executed and acknowledged conveying title to the Property to Purchaser and a bill of sale conveying the personal property to Purchaser all in a form reasonably acceptable to Purchaser;

(ii) Purchaser shall have approved the status of title to the Property in accordance with Section 4 and the Title Company shall be in a position to issue the Owner's Title Insurance Policy;

(iii) the representations and warranties of Seller set forth in Section 5 shall be true and correct as of the Closing Date and Seller shall sign a certificate to that effect at Closing;

(iv) Purchaser shall have approved the Property based upon its inspection and investigation pursuant to Section 7 hereof, provided that the matters set forth in Section 7 will be waived unless objected to within the Feasibility Period set forth in Section 7; and

(v) execution by Seller of such documents as are reasonably required by Purchaser or its counsel to properly consummate this closing.

(b) The obligation of Seller under this Agreement to sell the Property is subject to the fulfillment or waiver by Seller of the following:

(i) the representations and warranties of Purchaser set forth in Section 6 shall be true and correct as of the Closing Date and Purchaser shall sign a certificate to that effect at Closing; and

(ii) execution by Purchaser of such documents as are reasonably required by Seller or its counsel to properly consummate this Closing.

10.9. Time, Place, and Expenses of Closing.

(a) The closing hereunder shall take place within fifteen (15) days after the expiration of the Feasibility Period as described in Section 7 above, as the same may be extended, in the offices of Seller at 259 NE Franklin Street, Suite 102, Lake City, Florida 32055, or at such other place as may be designated by the parties in writing, provided that the Seller may extend the Closing Date for a reasonable period as necessary to comply with the Seller's meeting requirements. The date of closing is referred to herein as the "Closing Date".

(b) ~~Purchaser~~Seller shall pay for the cost to record curative instruments, the cost of issuing the owner's title policy including the premium therefor, and the documentary stamps on the deed. Purchaser shall pay to record the deed and for all expenses related to any mortgage or other financing obtained by Purchaser. Except as otherwise specifically provided in this Agreement, all other costs, fees, and expenses in connection with the transaction contemplated by this Agreement, other than the legal fees of each party's counsel in negotiating, preparing, and closing this Agreement which shall be paid by each respective party, shall be prorated in accordance with the accepted custom in Columbia County, Florida.

(c) Both parties agree to execute and deliver at closing such other documents and certificates as may be reasonably required by the parties' counsel to properly consummate this transaction.

11.10. Termination; Default; Remedies.

(a) In the event this Agreement is terminated pursuant to the terms hereof, the parties shall have no further obligations one to the other.

(b) If Seller shall fail to consummate this Agreement for any reason except Purchaser's default or the termination of this Agreement pursuant to this Agreement, Purchaser may enforce specific performance of this Agreement; ~~provided however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, Purchaser may also seek to recover its actual damages incurred as a result of Seller's default.~~

(c) If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement, unless Purchaser has terminated this Agreement pursuant to the provisions of this Agreement, Seller shall be entitled to terminate this Agreement and the parties hereto will have no further rights duties or obligations to the other as a result of this Agreement. Seller hereby waives all other remedies, including specific performance.

(d) In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall use its best efforts ~~have thirty (30) days from the date notice of default is given~~ to cure the default. ~~If the defaulting party cures the default within the thirty (30) day period, it shall not incur any liability to the other party as~~

~~a result of the default.~~ Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

~~12.11.~~ **Risk of Loss.** All risk of casualty loss or of condemnation of the Property or any improvements thereon, and the loss therefrom, prior to the Closing is assumed by Seller. In the event of any material casualty loss or condemnation that adversely affects Purchaser's proposed use of the Property, Purchaser may, at its option, to be exercised within thirty (30) days after receipt of notice of such casualty loss or condemnation, elect to either (i) terminate this Agreement by written notice to Seller and this Agreement shall thereafter be null and void, except for any obligations of Purchaser that expressly survive such termination, or (ii) close the transaction in which case Purchaser shall be entitled to all insurance or condemnation proceeds, other than those proceeds available to Seller for business and relocation damages which do not diminish the award for the value of the Property. In the event that Purchaser fails to give timely written notice of its election in the immediately preceding sentence, Purchaser shall be deemed to have elected option (i).

~~13.12.~~ **Notices.** All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, when received, if delivered in person or by electronic mail, or whether actually received or not one (1) business day after the deposit thereof with a nationally recognized overnight carrier addressed to the parties at the following addresses:

Seller:

Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, FL 32055
Attn: Dale Williams, Executive Director
Email: dale@lakeshoreha.org

With a copy to:

Todd Kennon, Esq.
Robinson, Kennon & Kendron
582 West Duval Street
Lake City, FL 32055
Email: tjkk@rkattorneys.com

Purchaser:

Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street
Gainesville, Florida 32608-4006
Attn: Donald Savoie, CEO
Email: don_savoie@MBHCL.org

With a copy to:

Thomas R. Harbert, Esq.
Mateer & Harbert, P.A.
225 E. Robinson Street, Suite 600

Orlando, Florida 32801
Email: tharbert@mateerharbert.com

~~14.13.~~ Complete Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties.

~~15.14.~~ Expiration. This Agreement shall be of no force or effect unless it is executed by duly authorized representatives of both Purchaser and Seller on or before 5:00 p.m. on _____, 2023.

~~16.15.~~ Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors, and assigns. Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent will not be unreasonably withheld; provided however, Purchaser may, prior to the closing, assign its rights and obligations under this Agreement to an affiliate of Purchaser, and may convey the Property to an affiliate provided that the assignment of this Agreement by Purchaser to an affiliate of Purchaser shall not release Purchaser from any of its rights or obligations under this Agreement nor shall it release or modify any of the provisions of Exhibits B and C to this Agreement, including without limitation the reverter clause referenced in Exhibit C. In that event, Purchaser shall provide Seller with prior written notice of such assignment to Seller and, as set forth above, Purchaser shall remain liable for all of the obligations of Purchaser under this Agreement. Seller shall have the right to assign its rights and obligations hereunder to any successor governmental entity that is the successor to Seller in the ownership of the Property and may assign its rights to enforce the provisions of Exhibits B and C to any successor entity, including without limitation, the Board of County Commissioners of Columbia County, Florida.

~~17.16.~~ Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement shall survive the Closing.

~~18.17.~~ Commissions. Purchaser and Seller each represent, warrant, and covenant to the other that they have not entered into any agreement, incurred any obligation, or know of any facts which might result in an obligation for any party to pay a sales or brokerage commission or finder's fee for this transaction. Each party hereby indemnifies and agrees to hold the other harmless for any loss, cost, liability, or expense (including, without limitation, reasonable attorneys' fees) incurred by such party as a result of a breach of this section. For the avoidance of doubt, if any party owes a sales or brokerage commission, the party owing any such commission shall be solely responsible for payment of such commission.

~~19.18.~~ Attorneys' Fees. In the event of any litigation between the parties to enforce any provision or right under this Agreement, each party shall bear its own the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses of such litigation, expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation, including without limitation attorneys' fees in bankruptcy court or any appellate court.

~~20.19.~~ Time. Time is of the essence of this Agreement.

~~21~~.20. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday, or legal holiday.

~~22~~.21. Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures may be accepted as originals.

22. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida. Venue of any action to enforce this Agreement shall be in the appropriate State court of competent jurisdiction in Columbia County, Florida.

23. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING INSTITUTED UNDER OR RELATING TO THIS AGREEMENT, OR ANY OTHER DOCUMENT EXECUTED PURSUANT HERETO, OR IN CONNECTION WITH ANY COUNTERCLAIM RESULTING FROM ANY SUCH ACTION OR PROCEEDING.

24. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Seller and Purchaser has executed same.

25. Purchaser's Parties' Approval and Disapprovals. ~~Purchaser's~~ Each Party's right to approve or disapprove matters pursuant to the terms and provisions of this Agreement shall be in the sole discretion of ~~such Party~~ Purchaser.

26. Radon Gas Notification. In accordance with the requirements of Florida Statutes §404.056(5) the following notice is hereby given:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

27. Severability; No Waiver; Interpretation; Further Assurances. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of

either party's right to demand exact compliance with the terms hereof. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments. In addition to the obligations required to be performed hereunder by Seller and Purchaser at Closing, Seller and Purchaser shall perform such other acts, and execute, acknowledge, and deliver subsequent to Closing such other instruments, documents, and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated herein.

28. As-Is. Purchaser is buying the Property "As-Is".

29. Transfer of Entitlements and Development Rights. To the extent transferrable by Seller, and approved by the applicable agency to the extent such approval is required. Seller agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, or any other similar development rights relating to the Property but only to the extent applicable to the Property (the "Development Rights").

30. Personal Property. Seller shall convey the personal property owned by Seller located on the Property to Purchaser at Closing for no additional consideration. The Personal Property shall be conveyed, assigned, and transferred to Purchaser "As-Is", free and clear of any and all liens claims and encumbrances, by a bill of sale in form and substance reasonably satisfactory to Purchaser. In addition, all assignable warranties relating to the Personal Property, if any, shall also be assigned to Purchaser at Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESSES WHEREOF, the parties have executed this document on the dates written below,

SELLER:

**LAKE SHORE HOSPITAL
AUTHORITY OF COLUMBIA
COUNTY, FLORIDA**

By: _____
Print Name: _____
Title: _____

Date Executed: _____, 2023

PURCHASER:

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.**

By: _____
Print Name: _____
Title: _____

Date Executed: _____, 2023

EXHIBIT A

(Property)

[Property description to be inserted]

EXHIBIT B

I. Purchaser shall initiate and complete the following rehabilitation and improvements to the Buildings:

a. Conduct such work on the envelopes (roofs and walls) of the Buildings necessary for the Purchaser to obtain a Columbia County Building Department Certificate of Occupancy ("CO") and Florida Agency for Healthcare Administration ("AHCA") and Florida Department of Children and Families ("DCF") licenses (the "Licenses") necessary to operate the Programs on the Property.

b. Conduct such work on the Buildings' systems (including without limitation HVAC, Electrical and Generators, Network and Phones, Water/Sewage, Elevators, Kitchen—Patient Food Services) necessary for the Purchaser to obtain a CO and Licenses.

c. Purchaser shall use its best efforts to complete the foregoing rehabilitation and improvements to the Buildings within three (3) years after the Closing Date, subject to Item IV below.

II. As soon as practical after receipt of the CO and required Licenses, and in accordance with the provisions of Item III below and subject to Item V below, Purchaser shall commence operation of the following Programs on the Property:

a. Primary Care or Federally Qualified Health Center ("FOHC") Program (either directly by Purchaser or under contract with another provider).

b. Inpatient Crisis/Emergency Program.

c. Crisis Stabilization Unit for Children and Adults.

d. Inpatient Psychiatric Beds (30+ beds).

III. Purchaser anticipates commencing Primary Care/FOHC operations during the period between two (2) and four (4) years after the Closing Date, and commencing the Inpatient Crisis/Emergency Program, operation of the Crisis Stabilization Unit for Children and Adults, and operation of Inpatient Psychiatric Beds during the period between two (2) and five (5) years after the Closing Date. The opening and operation of each of these Programs is contingent on available funding, including applicable Program grants.

IV. The anticipated completion date of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are significant unexpected deficiencies in the Buildings that delay the completion of the rehabilitation and improvements of the Buildings. In addition, the anticipated completion date

of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are circumstances beyond Purchaser's reasonable control, including, but not limited to, labor disputes; acts of God; inability to obtain labor or materials; accidents; future law, regulation, ordinance, or requirements of any governmental or regulatory agency; epidemics; pandemics; or any other event which is beyond Purchaser's reasonable control.

EXHIBIT C

DEED RESTRICTIONS AND REVERTER CLAUSE

I. Deed Restrictions. The Deed from the Seller to the Purchaser conveying the Property will contain provisions restricting the use of the Property to behavioral health and other health care purposes, along with related and ancillary uses in support of the delivery of behavioral health and other health care, including, without limitation, administrative offices, engineering and support services, insurance services, business offices, gift shops, patient transportation facilities, dining facilities, and other similar facilities and uses typically found on health care facility campuses.

II. Use Requirements. The Deed conveying the Property from Seller to Purchaser will contain provisions requiring the Programs described in Exhibit B to be operated on the Property within the time lines established in Exhibit B, as those time lines may be extended as provided in Exhibit B.

III. Reverter Clause. The Deed conveying the Property from Seller to Purchaser will contain a reverter clause with the following provisions. In the event that the Property is used in violation of the Deed Restrictions set forth in Item I above, or in the event that the Property is not used for the Programs set forth in Exhibit B above at any time after the deadlines set forth in Exhibit B above (as such deadlines may be extended as provided in Exhibit B above), Seller shall provide written notice to Purchaser of the violation by Purchaser of the Deed Restrictions or Use Requirements. Upon receipt of such written notice, Purchaser shall have one (1) year to correct the violation of the Deed Restrictions or Use Requirements. If Purchaser fails to correct the specified violation within such one (1) year period, title to the Property shall revert to Seller and Seller shall have the right of re-entry to the Property.

IV. Duration. The duration of the Deed Restrictions, Use Requirements, and Reverter Clause set forth above shall be as provided in Section 689.18, Florida Statutes, twenty-one (21) years from the Closing Date and such Deed Restrictions, Use Requirements, and Reverter Clause shall expire and shall have no further force or effect after the twenty-first (21st) anniversary of the Closing Date.

V. Lender Rights. In the event that the Property shall be subject to a mortgage or other security interest, the written notice to be provided by Seller to Purchaser as set forth in Item III above shall also be provided to the lender holding a mortgage or security interest in the Property, and such Lender shall have the right, but not the obligation, to cure any violation of the Deed Restrictions and Use Requirements. In the event of foreclosure of any mortgage or security interest on the Property, the lender or party acquiring the Property in such foreclosure shall have a period of one (1) year after acquiring title to the Property within which to correct the specified violation of the Deed Restrictions or Use Requirements.

VI. Assignment of Seller's Rights. Seller shall have the right to assign its rights to enforce the Deed Restrictions and Use Requirements, and its reverter rights hereunder, to any successor governmental entity, including, without limitation, the Columbia County Board of County Commissioners or any success or district or authority.

4871-8795-3269, v.1

**INTERLOCAL AGREEMENT BETWEEN LAKE SHORE HOSPITAL AUTHORITY
OF COLUMBIA COUNTY AND THE CITY OF LAKE CITY, FLORIDA**

THIS INTERLOCAL AGREEMENT (herein "Agreement"), is made and entered into this 3rd day of Feb, 2020, by and between Lake Shore Hospital Authority of Columbia County, a body corporate and politic, hereinafter referred to as "Lake Shore" by and through its Board of Trustees (herein "Board") and the City of Lake City, Florida, a Florida municipal corporation, hereinafter referred to as "City" (all of the foregoing may be collectively referred to as "PARTIES"). Pursuant to Section 163.01, Florida Statutes, the PARTIES agree as follows.

WITNESSETH:

WHEREAS, Lake Shore is created and established a body corporate and politic pursuant to Laws of Florida chapter 2005-315 effective June 10, 2005; and,

WHEREAS, pursuant to the Laws of Florida creating and establishing Lake Shore and pursuant to its purposes and powers Lake Shore is empowered to acquire, purchase, hold, own, operate, and lease and use properties, real, personal, or mixed or any interest therein necessary or desirable for carrying out the purposes of Lake Shore, and to sell, lease, transfer, and dispose of any property or interest therein at any time acquired by it; and

WHEREAS, City as provided in Section 2 (b) Article VIII of the Florida State Constitution and Chapter 166 Florida Statutes has the governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services; and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, City has requested that Lake Shore gift the City twelve (12) vacant parcels of real property owned by Lake Shore for public use including the purpose of building a new city hall, potential county administrative facilities; and public parking for future City and county administrative buildings, in addition to addressing the huge demand for public parking in the area; and

WHEREAS, City is willing to enter into an agreement with Lake Shore for a mutually agreed upon ingress and egress route to Lake Shore Hospital and facilities; and

WHEREAS, Lake Shore is satisfied that the requested property is necessary for the use proposed by the City, is not required for Lake Shore purposes, and that the acquisition of the property and use thereof by the City is in the best interest of the public, and most especially the residents and citizens of Columbia County, Florida wherein both the Lake Shore Hospital and facilities and City are located; and

WHEREAS, Lake Shore and the City desire to continue to work together and have reached an agreement between them to achieve their mutual goals, and wish to finalize such agreement by committing such agreement to writing; and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreement herein contained, and other good valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. Recitals:

The foregoing recitals are true and correct and incorporated herein by this reference.

2. Purpose of the Agreement:

The purpose of this Agreement is to establish and memorialize the Parties' agreement including the responsibilities of each party for actions to be taken.

3. **Obligations of Lake Shore:**

3.1 Lake Shore will gift and convey "AS IS" by Quit Claim Deed to City the following twelve (12) real property lots identified by Columbia County Tax Parcel Numbers: (herein the "Property")

1. 00-00-00-12032-000;
2. 00-00-00-12037-000;
3. 00-00-00-12033-000;
4. 00-00-00-12035-000;
5. 00-00-00-12034-000;
6. 00-00-00-12027-000;
7. 00-00-00-12029-000;
8. 00-00-00-12028-000;
9. 00-00-00-12018-000;
10. 00-00-00-12017-000;
11. 00-00-00-12016-000; and
12. 00-00-00-12019-000.

The deed of conveyance will include a reverter provision that the Property may be used solely and exclusively for governmental public purposes. If the City fails to substantially complete construction of new local government buildings including but not limited to a new city hall and collateral uses on the property designated for that purpose within 4 years from the date title to the property is conveyed to the City; or if the property ceases to be used for such public purposes, then, and in such event, title to the property shall be terminated and forfeited and revert to Lake Shore or its successor in interest.

3.2 Lake Shore does not make any representation or warranty regarding environmental protection, pollution, or land use laws, regulations, orders, or requirements. City agrees that Lake Shore shall not be liable for any special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair, or operation of the property. City further acknowledges and agrees that Lake Shore does not make any representation or warranties, express or implied, as to the property. Prior to the transfer of ownership, City shall conduct due diligence as it may deem appropriate including but limited to any environmental investigation, including without limitation sampling and analysis of soil, ground water, surface water, air, and structural or building components, with respect to the property which City may deem necessary or advisable. Lake Shore grants City, its agents, contractor and assigns, the right to enter the property at any time prior to finalizing transfer of title to City for the purpose of conducting its due diligence, upon reasonable notice, at mutually agreed upon times; provided, however City and its representatives enter the property and conduct inspections and other due diligence at its own risk. City will repair all damages to the property resulting from its inspections and due diligence, and return the property to the condition it was in prior to the City conducting its due diligence and inspections. City will at its expense release to Lake Shore all reports and other work generated as a result of the due diligence and inspections. City will complete its due diligence and inspections within six (6) months from the Effective Date of this Agreement.

4. Obligations of the City:

4.1 City owns, repairs, and maintains the following streets ("Streets") which provide the primary vehicular access to the Lake Shore Hospital and facilities:

Street Name

Minimum Area to Remain Open

- | | |
|----------------------------------|---|
| a. Northeast Franklin Street; | Main Blvd to Lake Shore Terrace |
| b. Northeast Davis Avenue; | Entire Street |
| c. Northeast Methodist Terrace; | Northeast Franklin Street to N.E. Lake
Desoto Drive |
| d. Northeast Lake Shore Terrace; | All |
| e. Laquna Drive; | All |
| f. N. E. Vickers; and | From East Duval Street to intersect with
N. E. Lake Desoto Circle |
| g. Northeast Lake Desoto Circle. | From intersection with N. E. Vickers Terr,
then easterly and northerly (counter
clockwise) to intersection with N.E.
Methodist Street. |

Except as herein provided, City agrees it will not vacate, abandon or close and that it will leave open maintain and repair the foregoing described Streets or portions thereof which will provide and allow for continued vehicular and other ingress and egress to Lake Shore Hospital and facilities by the public, and Lake Shore Hospital including its officers, employees, designees, invitees, and others desiring reasonable ingress and egress to and from Lake Shore Hospital and its facilities. The City will grant, execute and deliver to Lake Shore in recordable form a perpetual non exclusive easement for ingress and egress through over and across the Streets by Lake Shore including its heirs, successors, and assigns. Such ingress and egress rights granted by the City to Lake Shore may be canceled or otherwise modified only by mutual agreement of the PARTIES.

Notwithstanding the foregoing, City shall be authorized to temporarily close Northeast Lake Desoto Circle Street for special events, festivals, repairs and maintenance provided reasonable ingress and egress shall remain open from Northeast Methodist Terrace to Lake Shore Hospital's helicopter pad area for emergency vehicles and other patient transport. Further, City shall be authorized to temporarily close the other streets for purposes of repairs and maintenance so long as there always remains reasonable ingress and egress to and from Lake Shore Hospital

and its facilities.

4.2 City will be responsible for all costs incurred by it in completing its inspections and other due diligence on the property. Further, City will be responsible for all cost related to expenses incurred in connection with deeding and conveyance of the property from Lake Shore to City including but not limited to preparation of deed and other legal documents, local and state documentary stamps, recording costs, title search expenses, and owner's title insurance, settlement agent fees, and similar costs relating to the preparation and recording of the deed and conveyance documents. Each party shall be responsible for its own respective attorney fees.

5. Term of Agreement:

This Agreement shall become effective immediately after its has been executed by all PARTIES and the Agreement is filed with the Clerk of the Circuit Court for Columbia County, Florida pursuant to Section 163.01 (11), Florida Statues, (herein "Effective Date"). This Agreement may be terminated only for cause or by mutual written agreement of the PARTIES. The terms of this Agreement shall survive the conveyance of the Property by Lake Shore to City.

6. Termination or Modification:

No portion of this Agreement may be terminated, canceled, amended, revoked, or abandoned except through a written agreement executed by the PARTIES with the same formalities as this Agreement. Any termination, whether or not for breach, will not affect any right, obligation, or liability of a party arising prior to termination of this Agreement.

7. Miscellaneous:

7.1 This Agreement contains the entire agreement between the PARTIES and

supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or presentation on any matter contained herein exists between the PARTIES except as expressly set out herein.

7.2 The provisions of this Agreement are for the sole benefit of Lake Shore and the City, and no provision of this Agreement shall be deemed for the benefit of any other person or entity.

7.3 Neither party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.

7.4 Any and all notices, request or other communications hereunder shall be deemed to have been duly given in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To Lake Shore: Lake Shore Hospital Authority
 c/o Executive Director or his successor or designee
 259 Northeast Franklin Street
 Lake City, Florida 32055

To City: City of Lake City
 c/o Joe Helfenberger, City Manager, or his successor or
 designee
 205 North Marion Avenue
 Lake City, Florida 32055

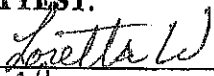
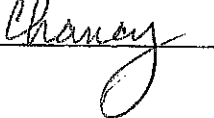
7.5 This Agreement will be governed, construed and enforced in accordance with the laws of the State of Florida.

7.6 Notwithstanding anything else herein to the contrary, nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or any expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

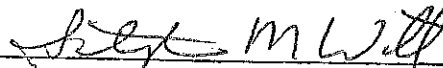
WITNESS WHEREOF THIS AGREEMENT has been signed by the authorized representatives of the PARTIES.

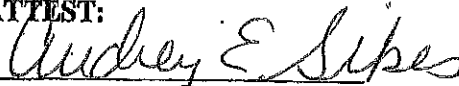
LAKE SHORE HOSPITAL AUTHORITY

By: 
Chairman

ATTEST:

, Secretary

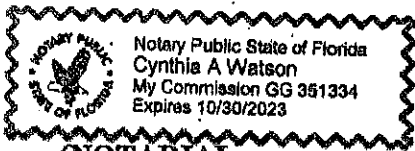
CITY OF LAKE CITY

By: 
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes, City Clerk

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by physical presence or
 online notarization this 10 day of Feb, 2020, by
Brandon Beil, as Chairman, and Loretta W. Chancy as Secretary,
of LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY,
FLORIDA, a body politic of the State of Florida, on behalf of the Board, who are
personally known to me or who have produced Florida driver's licenses as identification.



(NOTARIAL

SEAL)

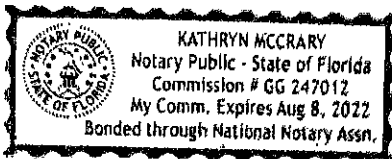
Cynthia A. Watson

Notary Public, State of Florida

My Commission Expires: 10/30/2023

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization this 3rd day of February 2020, by
STEPHEN M. WITT, MAYOR, and AUDREY E. SIKES, CITY CLERK, of CITY
OF LAKE CITY, FLORIDA, who are personally known to me or who have produced
Florida driver's licenses as identification.



(NOTARIAL

SEAL)

Kathryn McCrary

Notary Public, State of Florida

My Commission Expires:



May 15, 2023

Dale Williams
Sent via email: dale@lakeshoreha.org

MAYOR - COUNCIL MEMBER
STEPHEN M. WITT

COUNCIL MEMBERS
JAKE HILL, JR.
RICKY JERNIGAN
TODD SAMPSON
CHEVELLA YOUNG
CITY MANAGER

PAUL DYAL

CITY CLERK

AUDREY E. SIKES

CITY ATTORNEY

THOMAS J. KENNON, III

Re: Lake Shore Hospital Authority Conveyance to City of Lake City

Dear Mr. Williams:

The City Council has requested that I contact you to determine if the Trustees of the Lake Shore Hospital Authority would consent to the City of Lake City owning and utilizing all or some of the twelve (12) lots deeded to the City on or about February 3, 2020, without the necessity of having to construct a City Hall on a portion of the lots. As you are aware, the City has four (4) years to construct the required building before the reverter clause becomes applicable. The City is planning to conduct future workshops and meetings to discuss whether there is a need for a newly constructed City Hall on the lots conveyed to the City by the Authority. I will make every effort to keep you informed as to the Council's decisions regarding this issue.

I thank you in advance for your consideration of this request. If you have any questions or wish to further discuss this issue, please do not hesitate to contact me.

Sincerely,

Paul Dyal, City Manager

Staff Report
January 8, 2024 Regular Meeting

NEW	1
RENEW	2
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN DECEMBER	3
ACTIVE MEMBERS	24
PUBLIC VISITS	11
PRIMARY CARE VISITS – 2 LOCATIONS	
November, 2023	13
YTD (Fiscal year October – Sept)	24
PHARMACY USAGE	
November 2023	
PATIENTS SERVED	4
RX'S FILLED	16