

MINUTES OF
SPECIAL MEETING OF THE
CITRUS COUNTY HOSPITAL BOARD

MARCH 04, 2022 6:00 P.M.

(1) CALL TO ORDER

A special meeting of the Citrus County Hospital Board of Trustees was held Friday, March 04, 2022, in the Conference Room of the Law Office Grant & Dozier located at 123 N. Apopka Ave., Inverness, Florida. Chairwoman Ressler called the meeting to order at 8:30A.M.

(2) PUBLISHED MEETING LEGAL NOTICE

(Agenda & Published Legal notice Copies On File)

(3) QUORUM PRESENT

COVID-19: All attendees to the meeting were required to use hand sanitizer. Social distancing was implemented and all persons were required to stay at least 6 feet apart, including Trustees and staff. The conference/meeting room was cleaned and sanitized pre and post meeting.

(4) ATTENDANCE

Board Members: Debbie Ressler (Chairwoman); Dr. Mark Fallows (Vice-Chairman); and Allan Bartell (Trustee)

Absent Members: Dr. Jeffrey Wallis (Secretary/Treasurer) and Rick Harper (Trustee)

Also in attendance:

William Grant, Esq. (General Counsel)

Karla Dozier (Administrative Assistant)

Members of the Public: JW. Morton (Century 21 Real Estate) and Fred Hiers (Citrus County Chronicle).

(5) PUBLIC COMMENT

None.

(6) OTHER

Mr. Morton presented to the CCHB the counter offer that he received for the two vacant lots in Crystal River (*Attached copy*) in the amount of \$475K for the two lots. Mr. Morton informed the Board that the buyer accepted almost every condition sent by the CCHB. Discussion ensued and after reviewing the counter offer the CCHB agreed to accept the conditions. Mr. Harper sent an email with his comments, which was shared at the meeting. (*Attached copy*)

MOTION by Dr. Fallows, second by Mr. Bartell to accept the counter offer sent by Haroon Khawaja. The CCHB authorized the Chairperson to sign. The motion passed unanimously, 3-0.

(7) OTHER

None.

(8) NEXT SCHEDULE MEETING DATE

The meeting scheduled for Monday, March 07, 2022 at 6:00pm has been cancelled. The next scheduled meeting date is Monday, March 21, 2022 at 6:00pm in the Conference Room of the Annex Building, 123 S. Pine Ave. Inverness, Florida.

(9) ADJOURNMENT

MOTION by Dr. Fallows, second by Mr. Bartell to adjourn the meeting. The motion passed unanimously, 3-0.

Respectfully Submitted,



Jeff Wallis, MD.
Secretary/Treasurer

03.04.2022 Minutes Copy on File:

1. Agenda & Public Notice

03.04.2022 Minutes Attached copy

1. Email from Mr. Harper
2. CCHB signed contract to the Vacant Lots in Crystal River

AGENDA

CITRUS COUNTY HOSPITAL BOARD OF TRUSTEES MEETING SPECIAL MEETING

CONFERENCE ROOM
LAW OFFICE OF GRANT & DOZIER
123 N. APOPKA AVE., FL 34450

Friday, March 04, 2022 at 8:30 a.m.

Welcome

(1) **Agenda**

Mission: Citrus County Hospital Board of Trustees (CCHB) consistently strives to ensure Citrus County citizens have access to safe quality health care while maintaining fiscal integrity.

- Call to Order
- Moment of Silence
- Pledge of Allegiance

(2) **Published Meeting Legal Notice**

(3) **Quorum Present**

(4) **Attendance:**

Debbie Ressler, RN,
Chairwoman

Dr. Mark Fallows
Vice-Chairman

Dr. Jeffrey Wallis
Secretary/Treasurer

Allan Bartell
Trustee

Rick Harper
Trustee

William Grant
CCHB General Counsel

Others in attendance:

(5) **Public Comment (3 min per individual/5 min per group)**

(6) **Crystal River Vacant Land Sale.**

(7) **Other**

(8) **The next scheduled Board Meeting of the Citrus County Hospital Board set for Monday, March 21, 2022 at 6:00pm.**

(9) **Adjournment.**

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NOTICE

A Special meeting of the Citrus County Hospital Board will be held on Friday, March 04, 2022 at 8:30am and Monday, March 07, 2022 at 6:00pm in the Conference Room of the Law Office of Grant & Dozier located at 123 N. Apopka Ave., Inverness, FL 34450 to discuss:

- Crystal River Vacant Land Sale.
- Other.

Copies of the Agenda are available by calling the Citrus County Hospital Board at 352-341-2250. Any person wishing to appeal any decision made by this Board, with respect to any matter considered at such meeting, must ensure that a verbatim record of the proceedings is made, which record must include the testimony and evidence upon which the appeal is to be based.

Persons who require special accommodations under the American with Disabilities should contact the Citrus County Hospital Board Office, 123 S. Pine Ave., Inverness, Florida, 34452 (352) 341-2250.

6

Vacant Land Contract

1* 1. Sale and Purchase ("Contract"): CITRUS COUNTY HOSPITAL BOARD
 2* ("Seller") and HAROON KHAWAJA AND/OR ASSIGNS
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: W. GULF TO LAKE HWY, CRYSTAL RIVER, FLORIDA 34429 (2 PARCELS)
 6* Legal Description: SEE EXHIBIT A FOR PARCEL # 2965142 (2.58 ACRES) AND SEE EXHIBIT B FOR PARCEL #
 7 2965134 ATTACHED HERETO AND MADE A PART HEREOF,
 8
 9
 10
 11* SEC ___/TWP ___/___/ RNG ___ of CITRUS County, Florida. Real Property ID No.: 2965142 & 2965134
 12* including all improvements existing on the Property and the following additional property: NONE
 13

14* 2. Purchase Price: (U.S. currency) \$ 475,000.
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: ALL PROFESSIONAL TITLE, LLC
 17* Escrow Agent's Contact Person: STUART GLENN
 18* Escrow Agent's Address: 2901 CURRY FORD ROAD STE 4, ORLANDO, FL 32806
 19* Escrow Agent's Phone: 407.488.1819
 20* Escrow Agent's Email: stuartglenn@fla-title.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within 3 days (3 days if left blank) \$30,000
 24* after Effective Date \$ 15,000 HK
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within 10 days (10 days if left blank) after Effective Date
 27* within ___ days (3 days if left blank) after expiration of Due Diligence Period \$ 15,000 HK
 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$
 29* (d) Other: \$
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify):
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before 2/20/22 2/24/22 this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter-offer.

43* 4. Closing Date: This transaction will close on See additional terms line 346 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

51 5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer HK () and Seller g () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 * **(a) Buyer will pay cash for the Property with no financing contingency.**

57 * **(b) This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)**
58 * **specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective**
59 * **Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____**
60 **days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,**
61 **and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the**
62 **Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be**
63 **returned.**

64 * **(1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____**
65 * **or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an**
66 * **adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate**
67 **based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully**
68 **informed of the loan application status and progress and authorizes the lender or mortgage broker to**
69 **disclose all such information to Seller and Broker.**

70 * **(2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to**
71 * **Seller in the amount of \$ _____, bearing annual interest at _____% and payable as follows:**

72 * _____
73 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
78 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller
81 will make the loan.

82 * **(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to**

83 * _____
84 * **LN# _____ in the approximate amount of \$ _____ currently payable at**
85 * **\$ _____ per month, including principal, interest, taxes and insurance, and having a**
86 * **fixed other (describe) _____**
87 * **interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage**
88 **will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase**
89 * **Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the**
90 * **assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing**
91 **which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves**
92 **Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.**

93 * **7. Assignability: (Check one) Buyer may assign and thereby be released from any further liability under this**
94 * **Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.**

95 * **8. Title: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty**
96 * **deed special warranty deed other (specify) _____, free of liens, easements,**
97 * **and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,**
98 **restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any**
99 * **other matters to which title will be subject) _____**
100 **provided there exists at closing no violation of the foregoing.**

101 **(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay**
102 **for the title search, including tax and lien search (including municipal lien search) if performed, and all other**
103 **fees charged by closing agent. Seller will deliver to Buyer, at**

104 * **(Check one) Seller's Buyer's expense and**

105 * **(Check one) within 120 days after Effective Date at least _____ days before Closing Date,**

106 **(Check one)**

107 * **(1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be**
108 **discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the**

Buyer (HK) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is 2 of 8 pages.
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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 30 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 60 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within ¹⁸⁰~~30~~ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in before conducting the inspections and (ii) release to **Seller** all reports and other work generated as a result of the inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer HK () and Seller CV () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- 165 * (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185 * Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
 191 costs indicated below.

- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197 * Other: _____
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207 * Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216 * installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- 225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
226 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
227 closing.
- 228 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
239 **this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
243 terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
244 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 Buyer's deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
257 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
260 **delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
263 **incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of Seller, Buyer, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer
276 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

Buyer (HK) () and Seller (C) () acknowledge receipt of a copy of this page, which is 5 of 8 pages.
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277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327* _____ JIM MORTON
328 **Seller's Sales Associate/License No.**

_____ LAURA GRADY
Buyer's Sales Associate/License No.

Buyer (AK) () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.
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329* jcentury@jwmc21.com
330 **Seller's Sales Associate Email Address**
331
332* 1.352.422.2173
333 **Seller's Sales Associate Phone Number**
334
335* CENTURY 21 JW MORTON RE INC
336 **Listing Brokerage**
337
338 1645 W. MAIN STREET, INVERNESS, FLA 34450
339* **Listing Brokerage Address**

gradave@gmail.com SL 3147461
Buyer's Sales Associate Email Address
1.352.302.2340
Buyer's Sales Associate Phone Number
CENTURY 21 JW MORTON RE INC.
Buyer's Brokerage
1645 W. MAIN STREET, INVERNESS, FLA 34450
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**
342* A. Back-up Contract
343* B. Kick Out Clause
344* C. Other _____

345* **23. Additional Terms:** _____
346 1) SEE EXHIBITS A & B FOR LEGAL DESCRIPTIONS
347
348 2) SEE EXHIBIT C FOR ADDITIONAL TERMS.
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 **COUNTER-OFFER/REJECTION**

362* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
366 **signing.**

367* **Buyer:** Haron Khawaja Date: FEBRUARY 19, 2022

368* **Print name:** HARON KHAWAJA AND/OR ASSIGNS

369* **Buyer:** _____ Date: _____

370* **Print name:** _____

371 **Buyer's address for purpose of notice:**

372* **Address:** _____

373* **Phone:** _____ **Fax:** _____ **Email:** _____

374* **Seller:** Cherise Reed Date: FEBRUARY, 2022

375* **Print name:** Chairperson CITRUS COUNTY HOSPITAL BOARD

376** **Seller:** _____ Date: _____

377* **Print name:** _____

Buyer (HK) and Seller (C) (_____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.
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378 **Seller's address for purpose of notice:**

379* Address: 123 NORTH APOPKA AVENUE, INVERNESS, FLORIDA 34450

380* Phone: 1.352.726.5111 Fax: 1.352.726.7244 Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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EXHIBIT A FOR LEGAL DESCRIPTION FOR FOR W. GULF TO LAKE HWY, CRYSTAL RIVER FL 34429

PARCEL #2965142

TRACT A:

Begin at the Southwest corner of Lot 7 in CHARPIA'S ADDITION TO CRYSTAL RIVER, according to the plat thereof, as recorded in Plat Book 1, Page 30, of the Public Records of Citrus County, Florida; thence N 89°07'30" E, along the South boundary line of said Lot 7 a distance of 318.81 feet; thence N 00°29'18" W, a distance of 375.75 feet to a point being on the Southerly right-of-way line of State Road 44, having a 100.00 foot wide right-of-way, said point also being on a curve concave Southerly, having a radius of 5,679.58 feet and a delta of 03°15'10"; thence Westerly along the arc of said curve and along said Southerly right-of-way line a distance of 322.45 feet to a point being on the East right-of-way line of First Street (now known as N.E. 11th Avenue), having a 50.00 foot wide right-of-way, as shown on said plat of Charpia's Addition to Crystal River (chord bearing and distance between said points being N 84°16'50" W, 322.41 feet; thence S 00°43'32" E, along said East right-of-way line a distance of 412.77 feet to the Point of Beginning.

EXHIBIT B FOR LEGAL DESCRIPTION FOR W. GULF TO LAKE HWY, CRYSTAL RIVER FL 34429

PARCEL #2965134

Block 7 and that portion of Block 2, Charpia's Addition to Crystal River, as recorded in Plat Book 1, Page 30, et seq., Public Records of Citrus County, Florida, lying South of State Road 44, together with that portion of vacated Walnut Street which lies between the East and West lines of said Blocks 2 and 7, Charpia's Addition to Crystal River, as recorded in Plat Book 1, Page 30, et seq., Public Records of Citrus County, Florida.

LESS AND EXCEPT


Tract A: Begin at the Southwest corner of Lot 7 in Charpia's Addition to Crystal River, according to the plat thereof, as recorded in Plat Book 1, Page 30, of the Public Records of Citrus County, Florida; thence North 89 degrees 07' 30" East, along the South boundary line of said Lot 7 a distance of 318.81 feet, thence North 00 degrees 29' 18" West, a distance of 375.75 feet to a point being on the Southerly right-of-way line of State Road 44, having a 100.00 foot wide right-of-way, said point also being on a curve concave Southerly, having a radius of 5,679.58 feet and a delta of 03 degrees 15' 10", thence Westerly along the arc of said curve and along said Southerly right-of-way line a distance of 322.45 feet to a point being on the East right-of-way line of First Street (now known as N.E. 11th Avenue), having a 50.00 foot wide right-of-way, as shown on said plat of Charpia's Addition to Crystal River (chord bearing and distance between said points being North 84 degrees 16' 50" West 322.41 feet; thence South 00 degrees 43' 32" East along said East right-of-way line a distance of 412.77 feet to the Point of Beginning. 

EXHIBIT C: ADDITIONAL TERMS TO CONTRACT BETWEEN SELLER: CITRUS COUNTY HOSPITAL BOARD AND BUYER: HAROON KHAWAJA AND/OR ASSIGNS.

PROPERTIES (2) W GULF TO LAKE HWY, CRYSTAL RIVER, FLORIDA 34429; PARCEL ID # 2965142 AND # 2965134.

- A. The Seller agrees to provide Buyer with all available surveys, reports, and studies including but not limited to boundary survey, topographic survey, tree survey, environmental assessment studies, wetland studies, prior title search documents, etc. within 5 days of Effective Date of this Contract.
- B. Buyer agrees to place in Escrow a refundable "Initial Deposit" of ^{\$30,000} ~~\$15,000~~ upon final acceptance of Contract by all parties. The initial deposit shall be non-refundable (and credited to this Purchase Price) if the Buyer decides to proceed further after the expiration of the first ¹⁸⁰ ~~120~~ "Due Diligence" period. ~~An additional \$15,000 non-refundable deposit shall be made on the 120th day of the contract's effective date to continue to the 240 total days of "Due Diligence".~~ The ^{HK} ~~"Initial Deposit" of \$15,000. And the "Additional Deposit" of \$15,000 shall be credited to the purchase price.~~ ^{HK} ^{HK} ^{HK}
- C. The Buyer may obtain an additional 60-day extension on the closing date for a ^{\$25,000} ~~\$50,000~~ increase in the purchase price, thereby increasing the purchase price from \$475,000. to ^{\$525,000} ~~\$500,000~~ ^{HK}
- D. Seller agrees to provide Buyer with a "Due Diligence" period of ^{one hundred and eighty 180} ~~two hundred forty (240)~~ days from the effective date of this Contract for performance of initial studies and feasibility of the intended project. ^{HK}
- ~~E. Upon the successful completion of the Due Diligence period, if the buyer decides to proceed further, the "Initial Deposit" shall become non-refundable, and the buyer will deposit an additional non-refundable "Additional Deposit" of \$15,000 with the Escrow Agent. The "Initial Deposit" and "Additional Deposit" shall be credited to the purchase price.~~ ^{HK}
- F. Closing shall be one hundred twenty (120) days after the end of the "Due Diligence" period.
- ~~G. Buyer may obtain up to two (2) extensions to the Closing period of thirty (30) days each, by depositing with the escrow agent a sum of \$15,000 for each extension. These extension deposits shall be non-refundable but credited to the purchase price. Any Extension Deposit must be made by 5:00 pm on the last day of the Due Diligence period or the first and second extensions, whichever is applicable.~~
- H. Buyer shall keep the Seller informed of progress in Buyers' good faith efforts during the Due Diligence period. The Seller shall fully cooperate for the execution of any official documents (as needed) for the Buyer to obtain necessary approvals for the intended project. Any such documentation shall be signed by the Seller within 2 business days of a written request sent by the Buyer. Any delay in signing of documents by the Seller shall be added to the corresponding Due Diligence/Extension Periods as applicable.

1. Seller understands that Buyer will in good faith be expending substantial funds towards planning for a project on the subject property. The planning process may require the Buyer to conduct/submit surveys, studies, franchise applications, planning applications, engaging engineering, development, legal professional, etc. If the Buyer is unable to close the transaction the Buyer shall be obligated to turn over copies of all reports and work performed on the subject property to the Seller and become the property of the Seller.

Buyer Initials: HK

Seller Initials: C