



Interoffice Memorandum

November 18, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
December 3, 2019 BCC Meeting
HC Transport Water and Wastewater Flow Monitoring Agreement
Contact Person: Andres Salcedo, P. E., Deputy Director
Utilities Department
407-254-9719**

HC Transport, Inc., the property owner, is renovating an existing facility to include a commercial ice making process that utilizes reverse osmosis at 4060 Doctor Love Road. Water and wastewater capital charges for the property were determined based on flow estimates pursuant to subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Orange County Code.

The property owner has submitted a signed and sealed engineering study estimating water and wastewater flows and has agreed to enter into a Flow Monitoring Agreement with the Utilities Department.

In anticipation of the agreement, the property owner made a deposit to serve as the required security to guarantee compliance with the terms of the agreement.

The agreement provides for an initial 10-year period to monitor the water usage and wastewater discharges from the facility. The County may extend the monitoring period in the event of a material breach by the owner, as described in the agreement. During the term of the agreement, a monthly monitoring fee and a separate monthly reading fee for each of the specialty meters will be assessed and additional capital charges will be levied if the six-month average water or wastewater flow exceeds the signed and sealed engineering estimate at any time.

The Orange County Attorney's Office and Risk Management staff have reviewed the document and find it acceptable as to form. Orange County Utilities staff recommends approval.

Action Requested: Approval and execution of HC Transport Water and Wastewater Flow Monitoring Agreement by and between HC Transport, Inc. and Orange County for an initial 10-year period to monitor water usage and wastewater discharges from the facility.

District 2.

HC TRANSPORT WATER AND WASTEWATER FLOW MONITORING AGREEMENT

THIS HC TRANSPORT WATER AND WASTEWATER FLOW MONITORING AGREEMENT (the “**Agreement**”) is made and entered into as of the date later executed below by and between **HC Transport, Inc.**, an Ohio corporation, registered to transact business in Florida as HCI Transport, Inc. (the “**Owner**”), whose address is 6045 Bridgetown Road, Cincinnati, Ohio 45248, and **Orange County**, a charter county and political subdivision of the State of Florida (the “**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. In this Agreement, the Owner and the County may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, Section 37-5, Orange County Code (the “**Code**”), provides for the assessment of water and wastewater capital charges for (a) new connections to the water and wastewater system and for (b) increased flows from the water system and to the wastewater system due to altering the interior or use of a structure; and

WHEREAS, establishments that have water and wastewater flows in addition to flows associated with standard Orange County Factors, as described in subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code, must submit estimates of water and wastewater flows; and actual flows may be subject to monitoring to verify the accuracy of the flow estimates; and

WHEREAS, water and wastewater capital charges for the Owner’s property described below have been determined based on flow estimates calculated pursuant to subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code; and

WHEREAS, pursuant to subsection 37-5(b)(1) of the Code, capital charges and the right to service related thereto, are valid only for the property specified in the application for service; and the rights related to the capital charges may not be transferred or sold for use on any other property; and

WHEREAS, the Owner owns property located at 4060 Doctor Love Road, Orlando, Florida 32810, which is located within unincorporated Orange County, as such property is more particularly described in **Exhibit “A”** attached to and incorporated in this Agreement by this reference (the “**Property**”); and

WHEREAS, the Property is located within the County's water and wastewater service territories and, therefore, the County is the appropriate provider of water and wastewater services; and

WHEREAS, the Owner is renovating an existing facility to include a commercial ice making process that utilizes reverse osmosis (the "**Facility**") on the Property, which is more particularly shown on **Exhibit "B"** attached to and incorporated in this Agreement by this reference; and

WHEREAS, the County responded to the Owner's request for hydraulic information with a Hydraulic Analysis letter dated February 26, 2019, stating the County has sufficient existing infrastructure to accept a maximum of 100 gallons per minute ("**gpm**") peak hourly flow wastewater discharge ("**Peak Hourly Wastewater Flow**"); and

WHEREAS, the Owner submitted to the County an engineering study, signed and sealed by a professional engineer licensed in the State of Florida (the "**Engineering Study**"), estimating the operational water flows for the Facility to be 121.004 Equivalent Residential Connections ("**ERCs**"), which is equivalent to 33,276 gallons per day ("**gpd**") (the "**Current Capacity Water Flow**"); and

WHEREAS, the Engineering Study also provides that the operational wastewater flows for the Facility to be 22.825 Equivalent Residential Units ("**ERUs**"), which is equivalent to 5,136 gpd (the "**Current Capacity Wastewater Flow**"); and

WHEREAS, the Current Capacity Water Flow and the Current Capacity Wastewater Flow together constitutes the Property's Current Capacity Flow (the "**Current Capacity Flow**"); and

WHEREAS, the Owner has (i) submitted to the County construction plans for approval (the "**Construction Plans**"), (ii) paid capital charges for the Current Capacity Flow, and (iii) obtained Orange County Building Permits B18906039 and B18906741 (the "**Building Permits**"); and

WHEREAS, as part of the Building Permits, the Owner will be installing (i) a deduct meter in the piping that feeds water to the ice making process (the "**Deduct Meter**") and (ii) an add-back meter that monitors water discharged by the ice making process (the "**Add-Back Meter**"). In this Agreement, the Deduct Meter and Add-Back Meter may be referred to collectively as the "**Specialty Meters**." The Specialty Meters may be used to monitor the Owner's monthly wastewater generated from the ice making process.

NOW, THEREFORE, in consideration of fees and charges specified in this Agreement, the covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the County and the Owner agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct, and are incorporated in and form a material part of this Agreement.

SECTION 2. Purchased Capacity Remains with the Property. Pursuant to Section 37-5 of the Code, water and wastewater capacity may only be purchased for the property specified in the application for service, and may not be transferred to another property. Accordingly, all water and wastewater capacity purchased by the Owner for the Facility is purchased on behalf of the Property, runs with the Property, and may not be transferred to any other property.

SECTION 3. Current Capacity Flow; Peak Hourly Wastewater Flow.

- a. Based upon the Engineering Study, the flow associated with the Property is 33,276 gpd Current Capacity Water Flow and 5,316 gpd Current Capacity Wastewater Flow on the day this Agreement is executed. Thereafter, the Current Capacity Water Flow is equal to 33,276 gpd and the Current Capacity Wastewater Flow is equal to 5,316 gpd, plus the flow associated with any additional water and wastewater capacity purchased for the Property after the execution of this Agreement.
- b. The wastewater discharge from the Property must not exceed the Peak Hourly Wastewater Flow.

SECTION 4. Metering, Fees and Compliance.

- a. The Owner shall ensure all potable water meters, the Specialty Meters, and remotes remain unobstructed for County meter readings and inspections.
- b. A monthly monitoring fee, per the Board of County Commissioners' applicable rate resolutions, as amended from time to time, will be assessed and billed to the Owner.
- c. A separate monthly reading fee for each of the Specialty Meters, per the Board of County Commissioners' rate resolutions, as amended from time to time, will be assessed and billed to the Owner.
- d. No changes to the Property use, water and wastewater plumbing, or utility mains that may increase the water or wastewater flows for the Property from the Current Capacity Flow may be made by the Owner without prior review, inspection, and written approval of the County.
- e. The Owner shall, at the sole expense of the Owner, install all necessary equipment, including meters and any other specific equipment associated with the Specialty Meters, in accordance with the Construction Plans.

- f. Prior to the installation of the equipment associated with the Specialty Meters, the Owner shall provide original, new meter accuracy test reports, as prepared by the Specialty Meters' manufacturer(s) or qualified personnel acceptable to the County.
- g. The Owner is required to annually conduct meter accuracy and calibration tests of the Specialty Meters (the "**Specialty Meter Tests**"). The following conditions must be met in order for the Billing Period Wastewater Flow, defined in subsection 4.j. below, to be calculated using deductions resulting from the readings associated with the Specialty Meters.
 - i. The Specialty Meter Tests must be performed according to the American Water Works Association (AWWA) Manual M6, Manual of Water Supply Practices: Water Meters-Selection, Installation, Testing and Maintenance.
 - ii. The Owner must submit to the County the reports and results of the Specialty Meter Tests no fewer than 30 days prior to the respective anniversary of the Effective Date of the Agreement, as defined in Section 22 below.
 - iii. Any deficiencies observed in the reports and results of the Specialty Meter Tests must be corrected by the Owner prior to the respective anniversary of the Effective Date of the Agreement.
- h. The County will monitor and measure the water flow to the Property by water meter readings. The County will calculate the wastewater flow from the Property using the sum of the water meter readings and the Add-Back Meter readings less the Deduct Meter readings.
- i. The Owner must allow the County access to the Property, at any time upon reasonable notice, to (a) inspect the water and wastewater plumbing; and (b) conduct monitoring tests, including, but not limited to, tests of usage and flows.
- j. For the term of the Agreement, monitoring for compliance with the Current Capacity Flow will be based on a six-month rolling average of water and wastewater flows. For each billing period, the County will calculate the Billing Period Water Flow based on the water meter readings. The "**Billing Period Water Flow**" is equal to the volume (in gallons) of water consumption for the billing period divided by the number of days in that billing period. For each billing period, the County will also calculate the Billing Period Wastewater Flow based on the water meter readings and the readings associated with the Specialty Meters. The "**Billing Period Wastewater Flow**" is equal to the sum of the volume (in

gallons) of water consumption for the billing period and the volume associated with the Add-Back Meter less the volume associated with the Deduct Meter, divided by the number of days in that billing period. The County will calculate the volumes for each billing period as the sum of the differences between the beginning and ending readings of all respective meters for the Property.

- i. If any Billing Period Water Flow or Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the County may issue a written warning to the Owner notifying them of the exceedance.
- ii. If, at any time, the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner shall purchase additional water or wastewater capacity, or both (if applicable), in an amount calculated by the difference between the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow, and the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively. The cost of water capacity and wastewater capacity will be calculated using the then current Orange County water and wastewater capital charge, respectively, at the time of purchase.
- iii. If additional water or wastewater capacity is purchased, as described in subsection 4.j.ii above, and at a later date a six-month average Billing Period Water Flow or six-month average Billing Period Wastewater Flow, or both, exceed the cumulative corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner must purchase additional water or wastewater capacity, or both (if applicable), from the County as described in subsection 4.j.ii above.
- iv. The Owner shall pay to the County within 30 days any additional water and wastewater capital charges that may be due and owing for the Property. If the additional charges assessed are not paid within 30 days from the date of notice from the County that additional capital charges are due and owed, the County may draw on the Balance, as defined in Section 5 below, required pursuant to Section 5 below.

- v. The Owner's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges may result in the interruption of water and wastewater services to the Property.

SECTION 5. ERCs and ERUs Purchased; Deposit.

- a. In anticipation of this Agreement, the Owner has made a deposit for the purchase of additional water and wastewater capacity in the amount of \$439,639.39 (the "**Deposit**"), which represents 150% of the Current Capacity Flow based on the estimated value of ERCs and ERUs as of the Effective Date. The actual number of ERCs and ERUs purchased shall be calculated at the time the ERCs and ERUs are needed pursuant to Section 4 hereinabove. Once this Agreement is executed by all Parties, and the Owner has complied with the provisions of Section 5 and Section 11, the Owner may apply for a refund of \$293,093.39 (the "**Refund**"), which represents the difference of the Deposit and the Balance, as defined below. The Owner relinquishes all rights to a refund of any unused portion of the Deposit if an application for a refund is not made within 18 months after the Effective Date of this Agreement.
- b. A balance must be maintained at 20% of the sum of the Deposit and the capital charges associated with the Current Capacity Flow, which is equivalent to \$146,546.00, as of the Effective Date of this Agreement (the "**Balance**"). The County may draw upon the Balance if additional water or wastewater capital charges are not paid as described in subsection 4.j.iv. of this Agreement. The Owner's failure to maintain the minimum required balance may result in the interruption of water and wastewater services to the Property.
- c. The Owner may apply for a refund of the unused portion of the Balance upon termination of this Agreement. The Owner shall not have any right to interest on the Deposit or Balance. The Owner relinquishes all rights to a refund of any unused portion of the Balance if an application for a refund is not made within 180 days of termination of this Agreement.
- d. The Owner may replace the Deposit or Balance with a Letter of Credit in a form acceptable to the County (the "**Letter of Credit**"). The Letter of Credit must be drawn on a financial institution having an office for the Letter of Credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution shall be on the State of Florida approved "Qualified Public Depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The amount of the Letter of Credit must be the same as the amount of the Deposit or Balance being replaced. The Owner may not replace a portion of the Deposit or Balance

with a Letter of Credit. If the Owner elects to replace the Deposit or Balance with a Letter of Credit, the Owner is required to maintain a Letter of Credit for the remaining duration of the Owner's obligations under this Agreement. Failure to continuously maintain a Letter of Credit by the Owner shall be a breach of this Agreement by the Owner and may result in the interruption of water and wastewater services.

SECTION 6. Indemnification of the County. To the fullest extent permitted by law, the Owner assumes liability for, and will indemnify, defend and hold harmless the County and its respective officials, officers, employees, and agents from and against all liability, claims, suits, actions, and losses for personal injury, property damage, or financial loss including attorneys' fees and costs (as specified in Section 16 below) arising at any time from any aspect of this Agreement, other than claims and losses arising from the negligence or wrongful act of the County, its employees or agents while acting within the scope of their employment. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION 7. Monitoring. The County may initiate monitoring on the date the Facility receives its Certificate of Occupancy or on the Effective Date of this Agreement, whichever is later, and will continue for a period of 10 years (the "**Monitoring Period**"), unless sooner terminated pursuant to Section 12 below. In the event of a material breach of this Agreement by the Owner, the County may extend the Monitoring Period for a period not to exceed 10 years from the date of the breach following written notice to the Owner of the breach of this Agreement, and provided that the Owner has not cured such breach within 30 days following the date of the notice. For purposes of this Agreement, "**material breach**" shall mean (a) the failure of the Owner to pay or cause to be paid any amounts due hereunder, following notice and ability to cure such non-payment; or (b) any failure of the Owner to provide the County (or its representatives) reasonable access to the meters to allow the County to monitor compliance with this Agreement; or (c) any breach of subsection 4.d. above, subsection 5.d. above, or Section 9 below.

SECTION 8. Term of Agreement. The initial term of this Agreement is for 10 years from the date that the County begins monitoring the Property pursuant to Section 7 above. The term may be extended pursuant to Section 7 above, or terminated sooner pursuant to Section 12 below. Prior to termination of this Agreement, the Owner may execute a separate specialty meter agreement with the County to remain eligible for reductions of the Owner's monthly wastewater billing.

SECTION 9. Sale of Property. Except as provided in this Section 9, the Owner's right to sell or transfer the Property, or any portion of its ownership or leasehold interest in the Property, is not restricted by this Agreement; provided, however, that the Owner shall provide the County with 30 days prior notice of the sale or transfer of the Property, or any portion thereof. Provided further that (i) the successor party(s) has caused a replacement Deposit, Balance, or Letter of Credit, in form and substance consistent with Section 5 above, and acceptable to the County, to be issued prior to the

transfer, and (ii) at the time of the closing of the sale or transfer of all or any portion of the Property, the successor party(s) in ownership shall execute an acknowledgment and agreement whereby the successor party acknowledges the existence of this Agreement and agrees to be bound by the terms of this Agreement. The agreement and acknowledgment signed by the successor party must be delivered to the County within 30 days after the date of such sale or transfer. If the successor party does not provide the County an acknowledgement binding the successor party to the terms of this Agreement as specified above, or if the successor party fails to deliver the replacement Deposit, Balance, or Letter of Credit, the Owner will be in breach of this Agreement. The Owner's breach of this Section 9 may result in the interruption of water and wastewater services to the Property. Capital charges run with the Property, as stated in Section 2 above.

SECTION 10. Limitation on Assignment. If, pursuant to Section 9 above, the Owner sells, transfers, or assigns all or any portion of its ownership or leasehold interest in the Property or any portion thereof, then the Owner shall assign this Agreement *pro tanto*, and shall cause the transferee to assume to the same extent the rights and obligations of the Owner. Without the express written consent of the County, the Owner may not assign its interests in this Agreement to another person or entity. The Owner may, however, assign its interests in this Agreement without the County's prior written consent to any entity that controls the Owner (including, but not limited to, The Home City Ice Company, an Ohio corporation), is controlled by the Owner or is under common control with the Owner, is a successor entity related to the Owner by merger, consolidation, reorganization, or governmental action or which acquires substantially all of the Owner's assets (an "Approved Party"). No such assignment to an Approved Party shall be effective unless each such assignee by written instrument or by operational law assumes and becomes bound to perform and observe all covenants and agreements of the Owner under this Agreement arising from and after the date of such assignment, and provided that the original Owner shall not be released of liability for the performance and observance of other covenants and agreements of the Owner under this Agreement prior to or after the effective date of such assignment. The Owner's breach of this Section 10 may result in the interruption of water and wastewater services to the Property.

SECTION 11. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibits, will be recorded by the Owner at the Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement run with the land.

SECTION 12. Termination. Notwithstanding anything to the contrary, this Agreement may be terminated upon written mutual consent of the Owner and the County for which notice shall be provided in accordance with Section 13 below. The County may terminate this Agreement and the provision of water and wastewater service to the Property as set forth herein due to any material breach (as defined in Section 7 above) of this Agreement, after providing the Owner notice of the breach, or anticipated breach, and providing the Owner 30 days to cure the breach or anticipated breach. Notwithstanding anything to the contrary in this Section 12, the County does not have a duty to provide the Owner a time to cure a breach of Section 9 of this Agreement.

SECTION 13. Notice. Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when (a) hand-delivered to the official designated in this Section 13; (b) delivered when such notice is sent by Federal Express or other nationally recognized overnight courier service; or (c) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a party at the address set forth opposite the party's name below, or such other address as the party shall have specified by written notice to the other party delivered in accordance therewith.

If to the County: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attention: Assistant Manager, Utilities Customer Service

With copy to: Orange County Administrator's Office
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527

If to the Owner: HC Transport, Inc.
PO Box 111116
Cincinnati, Ohio 45211-1116
Attention: President

With copy to: Graydon Head & Ritchey LLP
312 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-4060
Attention: Daniel C. Heyd, Esq.

SECTION 14. Governing Law. The Parties agree that the Parties entered into this Agreement in the State of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

SECTION 15. Jurisdiction. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant to this

Agreement and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 16. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions contained in this Agreement, each Party will be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.

SECTION 17. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and will not affect the construction or interpretation hereof.

SECTION 18. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.

SECTION 19. No Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement and no rights or cause of action may accrue upon or by reason of this Agreement, to or for the benefit of, any third party not a formal party to this Agreement.

SECTION 20. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 21. Amendment. This Agreement may not be amended unless the amendment is in writing and approved by the County and the Owner.

SECTION 22. Effective Date. The Effective Date of this Agreement shall be the date of the recording of this Agreement in the Public Records of Orange County.

SECTION 23. Liability. Notwithstanding anything to the contrary in this Agreement, in the event the Owner fails to meet its obligations under this Agreement, the County may pursue its remedies from the following sources in the following order: (i) the Deposit or Balance and then, (ii) the Owner.

SECTION 24. Land Use Approvals. This Agreement does not grant or assure or indicate any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property, including the Facility, or any other property or land referred to in this Agreement.

SECTION 25. Non-Waiver. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

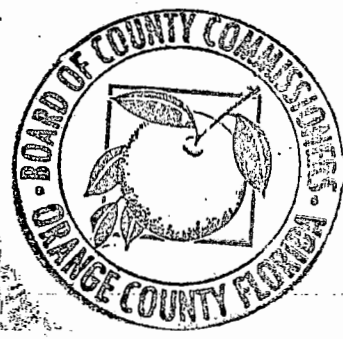
By: *Jerry L. Demings*
Jerry L. Demings
for Orange County Mayor

Date: 3 Dec 19

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Noelia Perez*
for Deputy Clerk

Print: Noelia Perez



OWNER: HC Transport, Inc.

By: James E. Stautberg

Print Name: JAMES E. STAUTBERG

Title: TREASURER / SECRETARY

Date: 10/21/19

Signed, sealed, and delivered in our presence as witnesses:

Signature: Robyn Little

Printed Name: Robyn Little

Signature: William J. Poland

Printed Name: William J. Poland

STATE OF OHIO
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 21ST day of OCTOBER, 20 19, by JAMES STAUTBERG as TREASURER/SECRETARY of HC Transport, Inc., an Ohio corporation, on behalf of the Company, who [] is personally known to me or [] has produced _____ as identification.



(Notary Seal)

PATRICIA A. GRIFFIN
Notary Public, State of Ohio
My Commission Expires 03-19-2023

Patricia A. Griffin
Notary Public

PATRICIA A. GRIFFIN
Name Printed or Stamped

My Commission Expires: 3/19/23

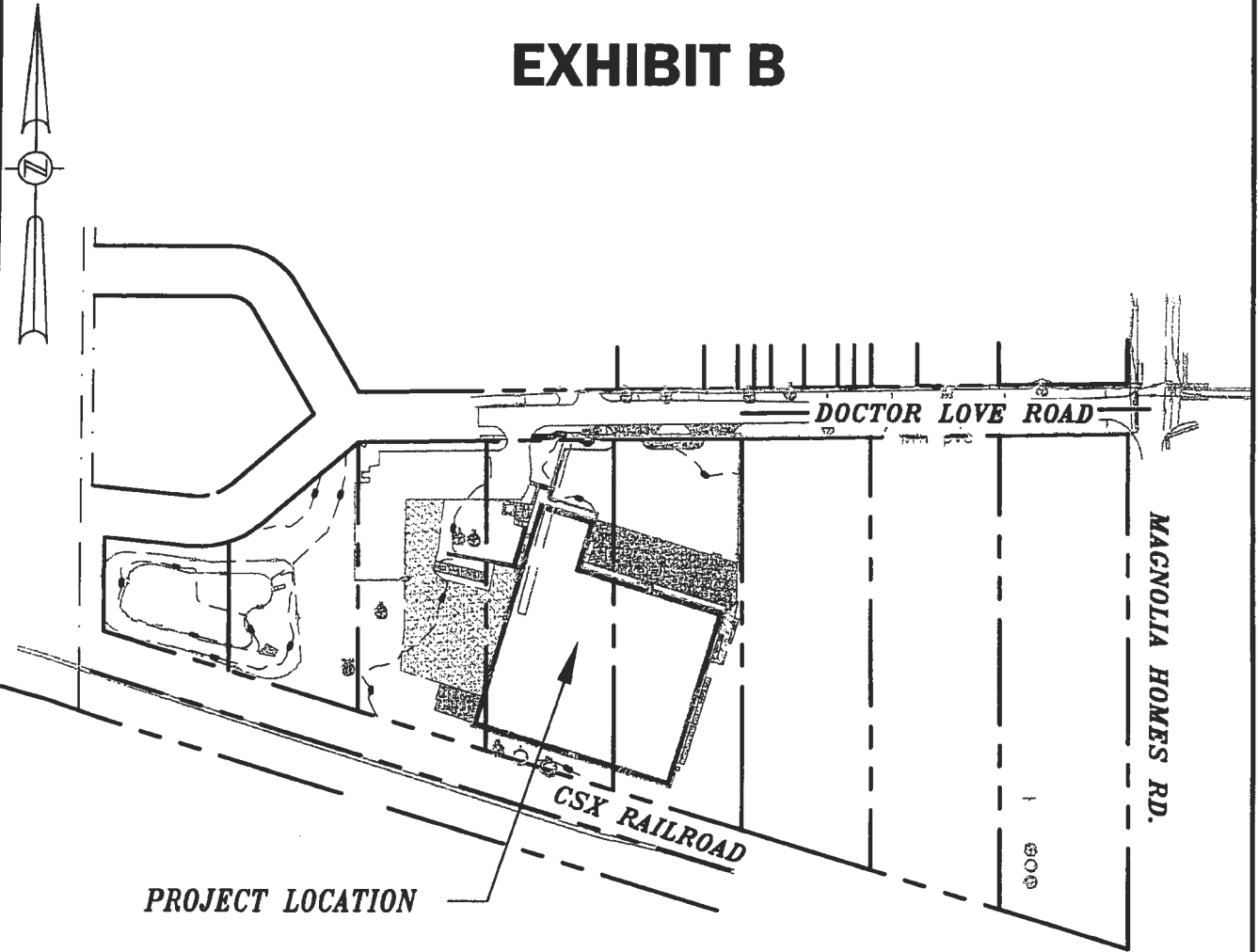
EXHIBIT A


LEGAL DESCRIPTION

DESCRIPTION AS FURNISHED:

LOTS 4 THROUGH 8, LAKE VIEW FARMS, AS RECORDED IN PLAT BOOK P, PAGE 85, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT B



PROJECT NAME: HC TRANSPORT		EXHIBIT B - SITE PLAN	
CLIENT: HC TRANSPORT, INC.		 <p>FLORIDA ENGINEERING GROUP</p> <p>Engineering the Future</p>	<p>5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feg-inc.us</p>
S, T, R: S 32, T 21S, R 29E	F.E.G. PROJECT NO.: 18-101		
DATE: APRIL 18, 2019	SHEET NO.: B1 OF 1		