

**Date: 12/12/2017**

**- LETTER OF TRANSMITTAL -**

**To: Florida Department of Environmental Protection  
3319 Maguire Blvd., Suite 232  
Orlando, FL 32803-3767**

**M.E.C. Job No.: 31720  
Project: Jumbo Tires  
File: FDEP**

<b>No:</b>	<b>DESCRIPTION:</b>
: 1	: FDEP Waste Tire Processing Facility Application
: 1	: Permit application fee \$1,250 check
: 1	: Waste Tire Processing Facility Support Information (includes, zoning map, future land use map, emergency preparedness manual, fire safety survey, waste tire removal & disposal letter, land owner authorization letter)
: 1	: Site Plan signed & sealed
:	:

**Transmitted:**

☐ For Your Use    ☐ As Requested    ☐ For Review and Comment

**Remarks:**

:  
: #100427  
:  
:

**Steve Monroe, P.E.  
Vice President of Engineering**

stevem@meconstruction.com

**CC: File**

RECEIVED  
DEC 13 2017  
DEP Central Dist.



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

DEP Form # 62-701.900(23)  
Form Title: Waste Tire Processing  
Facility Permit Application  
Effective Date: January 6, 2010  
Incorporated in Rule 62-711.530(6)

## Waste Tire Processing Facility Permit Application

Permit No. \_\_\_\_\_

Renewal ☐ Modification ☐ Existing unpermitted facility ☐ Proposed new facility ☒

### Part I-General Information:

#### A. Applicant Information:

1. Applicant Name: Jumbo Tires, LLC
2. Applicant Street Address: 750 Central Florida Pkwy.
3. City: Orlando, Florida County: Orange Zip: 32824
4. Applicant Mailing Address: Same
5. City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Contact person: Miguel Castellanos Phone: (407)812-6950 FEID No: 27-0421138
7. Have any enforcement actions been taken by the Department against the applicant relating to the operation of any solid waste management facility in this state? This includes any Complaint, Notice of Violation, or revocation of a permit or registration, as well as any Consent Order in which a violation of Department rules is admitted. It does not include a Warning Letter, Warning Notice, Notice of Noncompliance, or other similar document which does not constitute agency action.  
Yes ☐ No ☒ If yes, attach a history and description of the enforcement actions.

#### B. Facility Information:

1. Facility Name: Jumbo Tires, LLC
2. Facility Street Address (Main Entrance): 750 Central Florida Pkwy.
3. City: Orlando, Florida County: Orange Zip: 32824
4. Facility Mailing Address: Same
5. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Contact Person: Miguel Castellanos Phone: (407)812-6950
7. Facility Location Coordinates:  
Section: 11 Township: 24S Range: 29E  
Latitude: 28 D 24' 25" N Longitude: 81 D 23' 13" W
8. Anticipated date for starting construction NA and for completion of construction NA
9. Anticipated date for receipt of tires ASAP and for start of processing ASAP

Mail completed form to  
appropriate district office listed below

Northwest District  
160 Government Center  
Pensacola, FL 32501-5794  
850-595-8360

Northeast District  
7825 Baymeadows Way, Ste. 200 B  
Jacksonville, FL 32256-7590  
904-807-3300

Central District  
3319 Maguire Blvd., Ste. 232  
Orlando, FL 32803-3767  
407-894-7555

Southwest District  
13051 N. Telecom Pky  
Temple Terrace, FL  
813-632-7600

South District  
2295 Victoria Ave., Ste. 364  
Fort Myers, FL 33902-2549  
239-332-6975

Southeast District  
400 North Congress Ave.  
West Palm Beach, FL 33401  
561-681-6600

**C. Land Owner Information** (if different from applicant):

1. Owner's name: Welcome Holdings, LLC
2. Land owner's mailing address: 365 Taft-Vineland Road, Suite 105
3. City: Orlando State: FL Zip: 32824
4. Authorized Agent: Peter Madison Agent's phone ( )
5. Current lease expires: property is under contract / Agreement for Deed

**D. Facility Operator Information** (if different from applicant):

1. Operator's name: Jumbo Tires, LLC
2. Operator's mailing address: 750 Central Florida Pkwy.
3. City: Orlando State: Florida Zip: 32824
4. Contact person: Miguel Castellanos Phone: (407)812-6950

**E. Preparer of Application:**

1. Name of person preparing application: Miguel Castellanos
2. Mailing address: SAME
3. City: State: Zip:
4. Phone: (407)812-6950
5. Affiliation with facility: General Manager

**Part II-Operations:**

**A. Facility type (check appropriate box):**

- ☒ Waste tire processing facility.
- ☐ Waste tire processing facility with on-site disposal of processed tires or processing residuals.
- ☐ Waste tire processing facility with on-site consumption of waste tires or processing residuals.
- ☐ Permitted solid waste management facility modification to allow waste tire site and processing.

**B. Type of processing facility (check as many as apply):**

- ☐ Shredder ☐ Cutter ☐ Chopper ☐ Incinerator only ☐ Incinerator with energy recovery
- ☐ Pyrolysis ☐ Supplemental fuel user ☒ Other, explain Storage & sorting only

**C. Storage:** Indicate the maximum quantities of whole waste tires, processed waste tires, and processing residuals, expressed in tons, to be stored at the facility, in accordance with Rule 62-711.530(2), F.A.C.

	Outdoor Storage(tons)	Outdoor Storage (sq.ft)	Indoor Storage (tons)	Indoor Storage (sq.ft)	Total Storage (tons)
Whole waste tires:	<u>0</u>	<u>0</u>	<u>92</u>	<u>17,500</u>	<u>92</u>
Processed tires:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Processing residuals:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTALS:	<u>0</u>	<u>0</u>	<u>92</u>	<u>17,500</u>	<u>92</u>

- D. For reporting quantity of tires in tons, tires will be: weighed on site ☐ weighed off site ☐  
weights will be calculated ☒
- E. Facilities that will not be disposing of processed tires or processing residual on the facility site must indicate the permitted solid waste management facility where processed tires or residuals will be disposed.

1. Name of facility McGee Tire Company, Inc.

2. Street address: 130 East Seventh Street

3. City: Apopka, Florida County: Orange Zip: 32706

- F. Facilities that will be delivering processed tires to consuming facilities must describe the existing or proposed markets for those processed tires.

This facility will receive & store imported tires exclusively indoors. No processing will occur. This facility receives imported tires that are sorted for re-sale & waste. Waste tires are picked up by McGee Tire Company for disposal. Re-sale tires are sold to business customers for re-sale.

### Part III-Attachments:

#### A. Facility design

NOTE: All maps, plan sheets, drawings, isometrics, cross sections, or aerial photographs shall be legible; be signed and sealed by a registered professional engineer responsible for their preparation; be of appropriate scale to show clearly all required details; be numbered, referenced to narrative, titled, have a legend of symbols used, contain horizontal and vertical scales (where applicable), and specify drafting or origination dates; and use uniform scales as much as possible, contain a north arrow and use NGVD for all elevations.

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet. At a minimum, the plot plan shall include
  - a. The facility design, including the location and size of all storage and processing areas for used tires, unprocessed waste tires, processed waste tires, and waste tire processing residuals;
  - b. All wetlands and water bodies within the facility or within 200 feet of any storage area;
  - c. Stormwater control measures, including ditches, dikes, and other structures;
  - d. Boundaries of the facility, legal boundaries of the land containing the facility, and any easements or rights of way that are within the facility or within 200 feet of any storage area;
  - e. Location, size, and depth of all wells within the facility or within 200 feet of any storage area;
  - f. All structures and buildings that are, or will be, constructed at the facility; include those used in storage and processing operations;
  - g. All areas used for loading and unloading;
  - h. All access roads and internal roads, including fire lanes;
  - i. Location of all fences, gates, and other access control measures; and
  - j. Location of all disposal areas within the facility.

#### B. Facility operation.

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
2. A description of the equipment used for processing tires. This description shall include the make, model, and hourly capacity of each piece of equipment.
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
4. Statement of the maximum daily throughput and the planned daily and annual throughput.
5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62 - 711.540, F.A.C.
6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where that manual will be maintained.
7. A copy of the fire safety survey
8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling.

- C. Completed closing plan for the facility as required by Rule 62 - 711.700(2) and (3), F.A.C.

- D. Attach proof of financial responsibility as requirement by Rule 62-711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility.
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue, and name of issuing agency
- G. The permit fee as required in Rule 62-4, F.A.C.

**Part IV-Certification:**

**A. Applicant:**

The undersigned applicant or authorized representative of Jumbo Tires, LLC.  
Is aware that statements made in this form and attached information are an application for a  
Waste Tire Process. Facility Permit from the Florida Department of Environmental Protection and certifies that  
The information in this application is true, correct and complete to the best of his knowledge and belief.  
Further, the undersigned agrees to comply with the provisions of Chapter 403, Florida Statutes, and all rules and  
regulations of the Department. It is understood that the Department will be notified prior to the sale or legal transfer  
of the facility.

Miguel Castellanos Signature of Applicant or Authorized Agent  
Miguel Castellanos, Gen. Mgr. Name and Title  
12-11-17 Date

**B. Professional Engineer registered in Florida.**

This is to certify that the engineering features of this waste tire processing facility have been  
Designed/examined by me and found to conform to engineering principals applicable to such facilities. In my  
professional judgment, this facility, when properly maintained and operated will comply with all applicable statutes of  
the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a  
set of instructions for proper maintenance and operation of the facility.

Steven W. Monroe Signature  
7607 Coral Drive Mailing Address

Steven W. Monroe, MEC, VP Engineering Name and Title  
West Melbourne, FL 32904 City, State, Zip

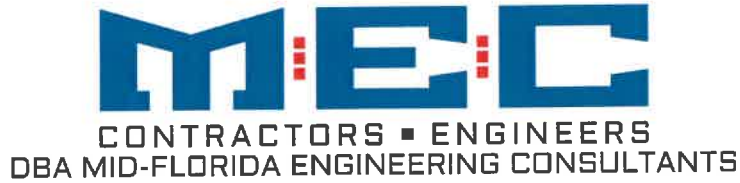
P.E. #61778 / EB #7219 Florida Registration Number  
321-723-5661 Telephone number

M.E.C. # 31720

12/12/17 Date

(please affix seal)





## **WASTE TIRE PROCESSING FACILITY**

**Version I**

**Date: 12-12-17**

for

### **JUMBO TIRES, LLC.**

750 Central Florida Pkwy  
Orlando, Florida 32824

ORANGE COUNTY, FLORIDA  
PROJECT # 31720

Prepared by:

**MID-FLORIDA ENGINEERING CONSULTANTS, DBA  
M.E. CONSTRUCTION, INC.**  
7607 CORAL DR.  
W. MELBOURNE, FL 32904

REC'D Central Dist.

DEC 13 2017

RECEIVED

The attached information is being submitted to the Florida Department of Environmental Protection for inclusion with the application for a Waste Tire Processing Facility Permit.

**FACILITY:** Jumbo Tires, LLC.  
750 Central Florida Parkway  
Orlando, Florida 32824

**APPLICANT:** Mr. Miguel Castellanos  
750 Central Florida Parkway  
Orlando, Florida 32824  
Phone: 407-812-6950  
Cell: 407-247-0020  
Email: Jumbotires@att.net

**A. FACILITY DESIGN**

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility.
  - a. *Please see Appendix A for Future Land Use map & Zoning map. Information was obtained from the applicable municipal agency. Information was researched and assembled by the engineer, signed & sealed.*
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet.
  - a. *Please see attached site plan that includes required information per application Part III-Attachments, A.2. (a)-(j). Site plan is signed & sealed by the engineer.*

**B. FACILITY OPERATION:**

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
  - a. *The existing building is +/-25,000sf. Of this, the facility has the capacity to receive & store up to 17,500sf of imported tires from Europe. Tires arrive to the site via tractor trailer & are off loaded through overhead doors at loading docks into the warehouse. Within the warehouse, tires are then sorted for re-sale & waste tires. Both groups of tires are stored within the building. Re-sale tires are sold to Business Customers to be re-sold at their place of business. Waste tires are picked up by a permitted waste tire collector for recycle. No operations occur outside the building.*
2. A description of the equipment used for processing tires. This description shall include the make, model and hourly capacity of each piece of equipment.
  - a. *No special tire equipment will be used with exception of a standard fork lift to move tires.*
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
  - a. *After sorting re-sale and waste tires, waste tires will be picked up by a permitted waste tire collector for recycle. The applicant expects approximately 4% of tires received to be considered a recycle tire. There will be no cutting, grinding or bailing of tires at this facility.*

4. Statement of the maximum daily throughput and the planned daily and annual throughput.
    - a. ***On any given day, the applicant estimates 6,000 tires will be within the facility, but not to exceed 8,000 tires at any time. Any quantity above this shall require prior FDEP approval. (assumption 5,225 tires=60 ton)***
      - i. ***Max. daily throughput: up to 8,000 tires (91.9 ton)= max storage***
      - ii. ***Planned daily throughput: 385 tires (4.4 ton)=(100,000 tires/260 work days)***
      - iii. ***Annual throughput: 100,000 tires (1,148 ton)***
  5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62-711.540, F.A.C.. ***F.A.C. 62-711.540 as it applies to this site has been noted on the attached site plan.***
  6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where the manual will be maintained. ***Please see Appendix B. A copy of the emergency preparedness manual shall be maintained at the following locations.***
    - a. On site: Jumbo Tires, LLC.  
750 Central Florida Parkway  
Orlando, Florida 32824
    - b. Alternate Address: Mr. Miguel Castellanos  
2749 N. Orange Blossom Trail  
Kissimmee, Florida 34744
  7. A copy of the fire safety survey. ***Please see Appendix C.***
  8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling. ***Waste tires will be picked up by McGee Tire Co Inc.. Please see Appendix D for acknowledgement letter.***
- C. Completed closing plan for the facility as required by Rule 62-711.700(2) and (3), F.A.C.. ***In the event the facility must be terminated, either scheduled or unscheduled, shipments of tires will be stopped. Those tires remaining onsite will be picked up by a tire collector licensed with the Florida Department of Environmental Protection for to be properly disposed of. There shall be no tires abandon on the site. Applicant will notify FDEP this facility is closed.***
- D. Attach proof of financial responsibility as required by Rule 62-711.503(3) OR calculations showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location. ***Please see Appendix D for a quote from McGee Tire, Inc. to load, haul & dispose of 8,000 tires. Upon review, please advise that FDEP has approved this amount for bonding purposes.***
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility. ***Please see Appendix E. Applicant has the property under contract from the owner. A copy of the signed "Agreement for Deed" has been included.***
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue and name of issuing agency. ***No waste tires will be consumed or disposed of at this facility.***
- G. The permit fee as required in Rule 62-4, F.A.C.. ***Please see attached.***

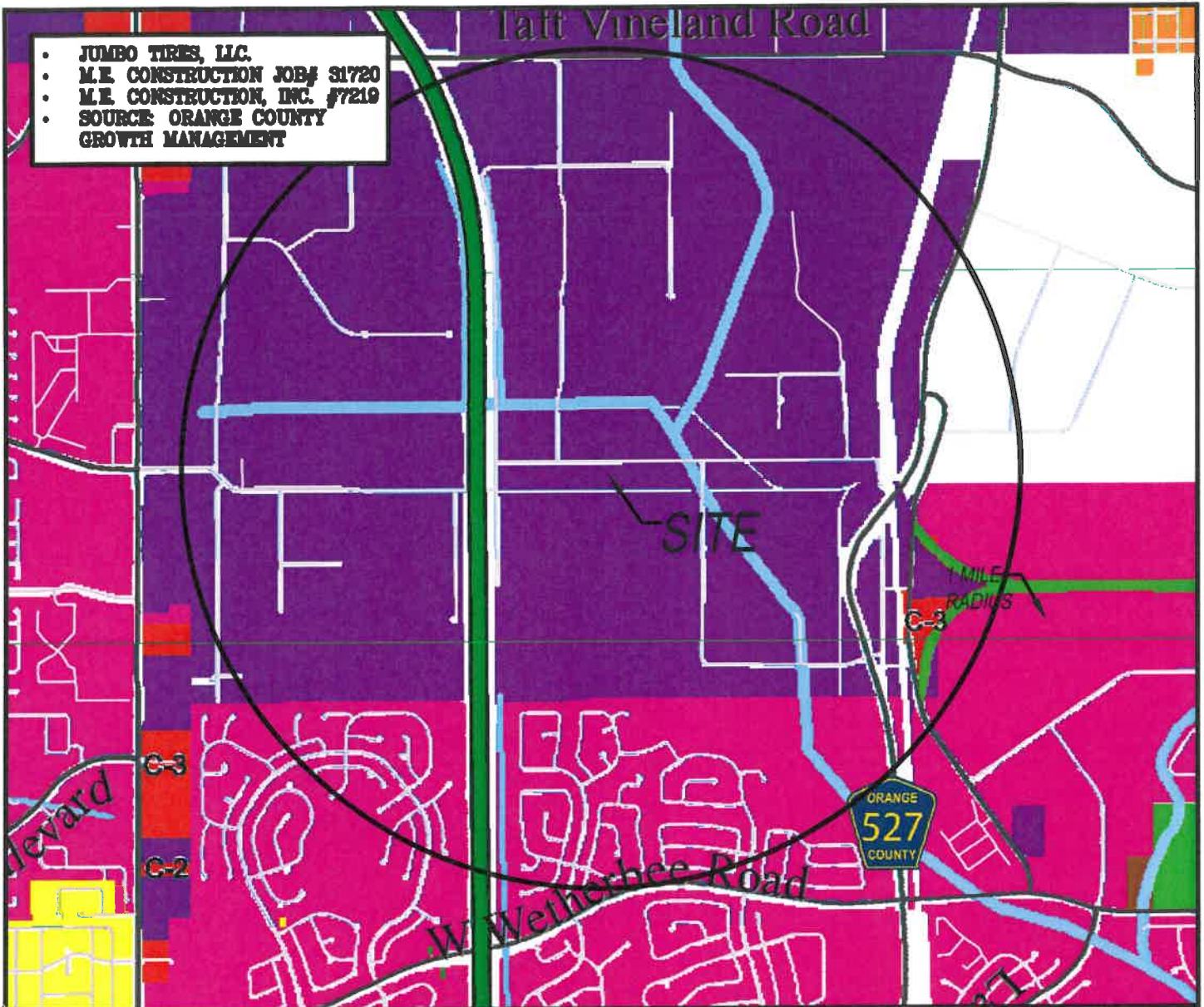


## **Appendix A**

### **Future Land Use Map**

### **Zoning Map**

- JUMBO TIRES, LLC.
- M.E. CONSTRUCTION JOB# 31720
- M.E. CONSTRUCTION, INC. #7219
- SOURCE: ORANGE COUNTY GROWTH MANAGEMENT



## Zoning



Agricultural Residential	Multiple-Family Dwelling District	Professional Office
Citrus Rural	Municipality	Residential
Commercial	Neighborhood Activity Corridor	Residential Cluster
Farmland Rural	Neighborhood Center	Residential District
Industrial	Neighborhood Residential	Residential Low-Density
Mobile Home Residential	Planned Development	University Residential

ORANGE COUNTY, FLORIDA  
This is a map of the unincorporated areas of Orange County, Florida, showing the boundaries of the various municipalities and unincorporated areas. The map is for informational purposes only and does not constitute a legal document. The map is subject to change without notice. The map is not to be used for any purpose other than for informational purposes. The map is not to be used for any purpose other than for informational purposes. The map is not to be used for any purpose other than for informational purposes.



# M:E:C

CONTRACTORS • ENGINEERS

Mid-Florida Engineering Consultants, dba

7607 Coral Drive, West Melbourne, FL 32904

(321)723-5661 Fax (321)951-1952 Eng.# 7219 Gen. Contr.#2379

[www.mecconstruction.com](http://www.mecconstruction.com) CGC 019528

## ENGINEERS' CERTIFICATION

NOTE: NOT VALID WITHOUT ORIGINAL SIGNATURE, DATE, AND SEAL

STEVEN W. MONROE PE #61778

SIGNATURE

DATE

4/3-17



- [illegible]



**CONTRACTORS • ENGINEERS**  
Mid-Florida Engineering Consultants, dba  
607 Coral Drive, West Melbourne, FL 32904

(321)723-5661 Fax (321)951-1952 Eng.# 7219 Gen. Contr.#2379  
www.mecconstruction.com CGC 019528

www.mecconstruction.com CGC 019528

## ENGINEERS' CERTIFICATION

NOTE: NOT VALID WITHOUT ORIGINAL SIGNATURE, DATE, AND SEAL.

**STEVEN W. MONROE** PE #61778

**SIGNATURE**

DATE \_\_\_\_\_

## **Appendix B**

### **Emergency Preparedness Manual**

# **EMERGENCY PREPAREDNESS MANUAL**

A copy of this manual shall be maintained onsite and with the applicants personal records.

This manual shall be updated atleast once a year and upon changes in operations at the site.

The operator/applicant of the site shall immediately notify the Department of Environmental Protection (FDEP) in the event of a fire or other emergency which poses an unanticipated threat to the public health or the environment.

Within two weeks of any emergency, the operator/applicant of the site shall submit to the Department a written report on the emergency. This report shall describe the origins of the emergency, the actions that were taken to deal with the emergency, the results of the actions that were taken, and an analysis of the success or failure of the actions.

## **Emergency Contact:** (in case of fire, flooding or other emergency)

Operator/Applicant:	Mr. Miguel Castellanos	Cell: 407-247-0020
Alternate Contact:	Mr. Carlos Restrepo	Cell: 407-738-2001
Local Emergency Services:		Phone: 911
Florida Department of Environmental Protection (FDEP):		Phone: 850-245-8721
FDEP Central District, Switchboard		Phone: 407-897-4100
FDEP Central District, Solid Waste		Phone: 407-897-2912

## **Emergency Response Equipment:**

- Automatic Fire Sprinkler System:
  - This facility is equipped with an automatic fire sprinkler system.
  - In the event of fire, this system will automatically engage due to fire.
  - The responding fire department apparatus will connect to the fire department connection located outside the building. Upon connection, they will pressurize the internal fire sprinkler system.
- Fire Extinguishers:
  - This facility shall be equipped with multiple fire extinguishers.
  - Extinguishers shall be strategically located throughout the facility in high visibility locations. The operator & employees shall familiarize their self with all fire extinguisher locations.
  - All fire extinguishers shall be visibly inspected monthly.
  - All fire extinguishers shall be serviced by a licensed fire extinguisher service provider. Provider shall attach a service tag as required by Florida Statute 633.308. Prior to expiration of the service tag, the fire extinguisher shall be re-serviced.

### **How to Use a Fire Extinguisher:** (per NFPA Safety Information on Fire Extinguishers)

A portable fire extinguisher can save lives and property by putting out a small fire or containing it until the fire department arrives; but portable extinguishers have limitations. Because fire grows and spreads so rapidly, the number one priority for residents (or occupants) is to get out safely.

Read the instructions that come with the fire extinguisher and become familiar with its parts and operation before a fire breaks out. Local fire departments or fire equipment distributors often offer hands-on fire extinguisher trainings.

To operate a fire extinguisher, remember the word PASS:

1. Pull the pin. Hold the extinguisher with the nozzle pointing away from you, and release the locking mechanism.
  2. Aim low. Point the extinguisher at the base of the fire.
  3. Squeeze the lever slowly and evenly.
  4. Sweep the nozzle from side-to-side.
- For the home (or business), select a multi-purpose extinguisher (can be used on all types of fires) that is large enough to put out a small fire, but not so heavy as to be difficult to handle.
  - Choose a fire extinguisher that carries the label of an independent testing laboratory.
  - Install fire extinguishers close to an exit and keep your back to a clear exit when you use the device so you can make an easy escape if the fire cannot be controlled. If the room fills with smoke, leave immediately.
  - Know when to go. Fire extinguishers are one element of a fire response plan, but the primary element is safe escape. Every household (or business) should have a fire escape plan and working alarms.

### **In Case of Fire:**

Every individual should use their best judgment to assess the severity of the fire. If in doubt, exit the building.

- If, Fire is contained with minimal amount of dark smoke.
  1. Locate & pull the nearest fire alarm pull box (if present) to sound the alarm & alert all occupants of the building.
  2. Have someone call 911 in case fire spreads and becomes uncontainable.
  3. Retrieve the nearest fire extinguisher & engage to contain the fire.
- If, Fire spreads & is uncontainable and out of control.
  1. Locate & pull the nearest fire alarm pull box (if present) to sound the alarm & alert all occupants of the building.
  2. Dial 911 for the local fire department.
  3. Fire sprinklers should automatically engage.
  4. Evacuate all personnel from the building and wait on the fire department to respond.
  5. Upon the arrival of the fire department, explain the fire is being fueled by stored tires.

### **After the Fire:**

Combustion of large numbers of waste tires generate an oily material. This material must be contained & disposed of properly.

After the fire has been extinguished and no further threat exists, begin containment. Using sand and shovel, spread liberal amounts of sand over top of the oily material for absorption. Shovel soiled sand into an approved container for proper disposal. Reapply sand as necessary to remove oily material.

The waste generated from a fire will be tested to determine if it is a characteristic hazardous waste (HW). If it is a HW, it must be handled and disposed of properly. At this point we will hire a registered HW transporter to ensure the waste is handled and disposed of properly. If the waste materials are not HW, the waste can be disposed of with our normal solid waste. The non-hazardous waste must go to a permitted solid waste management facility. If we have any questions about the waste we will seek guidance from FDEP.

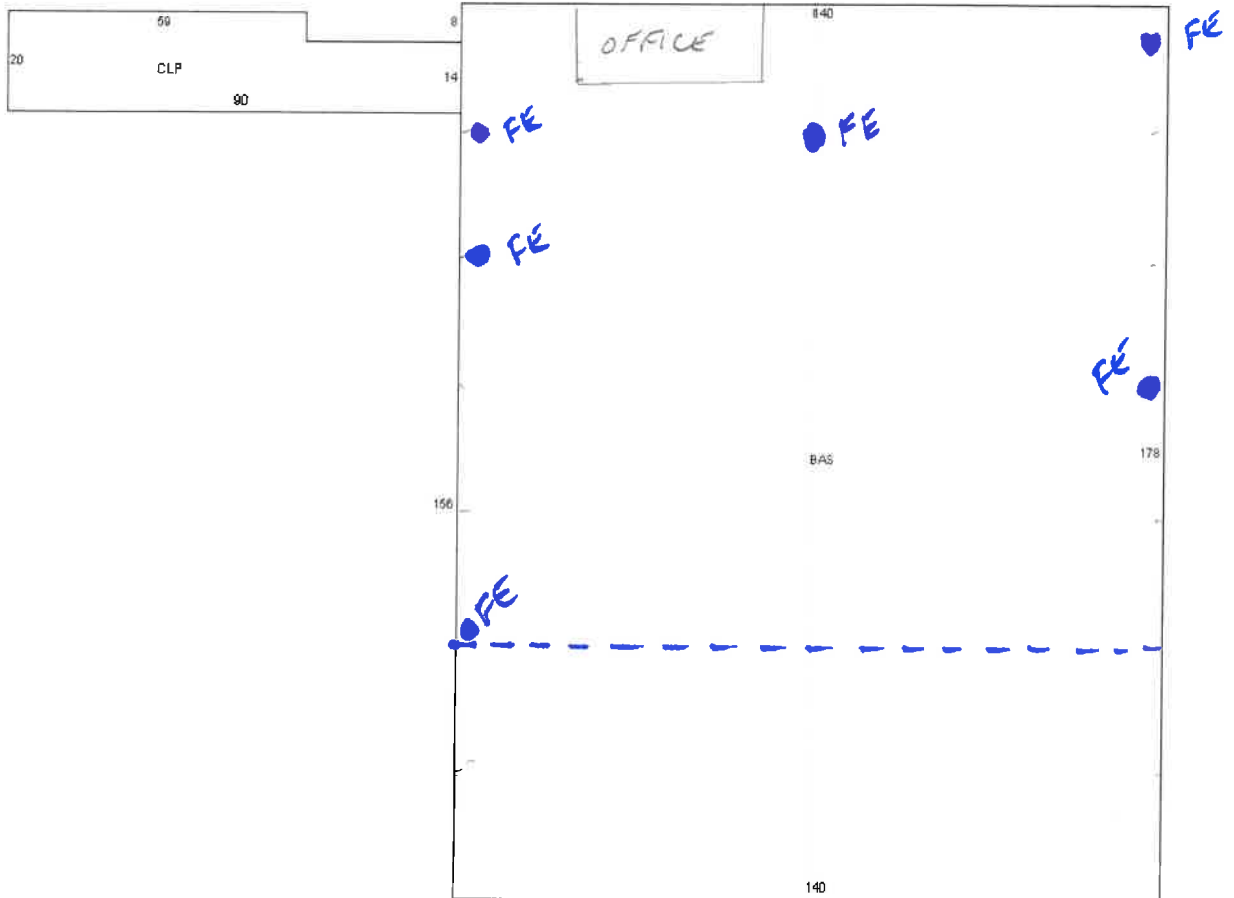
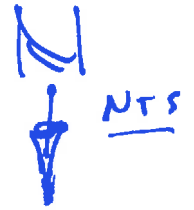
In the event of a fire, the Operator/Applicant will determine whether the facility will re-open. Prior to re-opening, the Operator/Application will verify that all permit conditions can be met with this facility.



# Building Details - 750 Central Florida Pkwy - Building #1



Courtesy Rick Singh, Orange County Property Appraiser



Sub Area	Sqft	Value
BAS - Base Area	24920	working...
CLP - C Load Pfm	1614	working...

**Model Code:** 06 - Warehouse  
**Type Code:** 4800 - Warehousing  
**Building Value:** working...  
**Estimated New Cost:** working...  
**Actual Year Built:** 1973  
**Beds:** 0  
**Baths:** 0.0  
**Floors:** 1  
**Gross Area:** 26534 sqft  
**Living Area:** 24920 sqft  
**Exterior Wall:** Modl.Metal

**EXISTING FIRE EXTINGUISHER LOCATIONS**



## **Appendix C**

### **Fire Safety Survey**



# Orange County Fire and Rescue Department OFFICE OF THE FIRE MARSHAL

7079 University Blvd  
Winter Park, FL 32792  
Phone: 407-836-0070  
Fax: 407-836-8330

## INSPECTION NOTICE

**Occupant Name:** Jumbo Tires  
**Address:** 750 Central Florida Parkway  
**Suite:** Orlando  
**Inspection Date:** 11/27/2017  
**Inspection Type:** Reinspection  
**Inspected By:** James Thomas

Insp. Result	Location	Code Set	Code
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 10 General Safety Requirements	10.12.1.1 - Address numbers must be legible and visible from street.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.1.7.5 - Extension cords and flexible cords.
OK Cleared on 11/27/2017			
Fail	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.1.9.3.1 - Breakers shall be legibly marked.
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.1.10 - Open Electrical Boxes
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.7.2.1 - Portable generators shall not be operated or refueled within buildings, on balconies, or on roofs.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.1.2 - Fire protection system testing and maintenance - property owner responsibility.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.2 - Sprinkler system shall be inspected, tested, and maintained.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.3 - All ceiling tiles are in place.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.4.3.1 - Occupant provided copies of all fire protection system reports w/in last year.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.5.1.6 - Sprinkler- Sprinkler wrench required
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.6.1.1 - Installation and maintenance of portable fire extinguishers

**OK** Cleared on 11/27/2017

---

<b>Fail - Cleared</b>	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.6.8.1.3.3.1 - Fire extinguisher obstructions
-----------------------	---------	---	---

**OK** Cleared on 11/27/2017

---

<b>Fail</b>	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.7.1.1 - Fire alarm systems or automatic fire detectors shall be provided.
-------------	---------	---	--

---

<b>Fail - Cleared</b>	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.7.3.2.4 - Fire Extinguisher; Inspection frequency
-----------------------	---------	---	--

**OK** Cleared on 11/27/2017

---

<b>Fail - Cleared</b>	Floor 1	FL NFPA 01 13 Chapter 14 Means of Egress	14.5.2.3 - Locks, special knowledge
-----------------------	---------	---	-------------------------------------

**OK** Cleared on 11/27/2017

---

<b>Fail</b>	Floor 1	FL NFPA 01 13 Chapter 18 Fire Department Access and Water Supply	18.2.2.1 - Lock Box Required
-------------	---------	---	------------------------------

---

<b>Fail - Cleared</b>	Floor 1	FL NFPA 101 13 Chapter 7 Means of Egress	7.8.1.1 - Illumination of means of egress
-----------------------	---------	---	---

**OK** Cleared on 11/27/2017

---

<b>Fail - Cleared</b>	Floor 1	FL NFPA 101 13 Chapter 7 Means of Egress	7.10.5.1 - Exit Sign Illumination
-----------------------	---------	---	-----------------------------------

**OK** Cleared on 11/27/2017

---

<b>Fail - Cleared</b>	Floor 1	NFPA 25 11 Chapter 4 General Requirements	4.1.5 - Changes in Occupancy, Use, Process, or Materials.
-----------------------	---------	--	---

**OK** Cleared on 11/27/2017

---

**Inspector Comments:**

Arrived at 750 Central Florida Parkway Jumbo Tires in reference to an Use Permit re-inspection. I met with Adrianna in the Office, Adrianna escorted me around the facility while I conducted the inspection. Majority of all items had been corrected, company is in the process of gaining permits for the Fire Alarm System.

**ALL VIOLATIONS MUST BE CORRECTED IMMEDIATELY.**

ANY DEFICIENCIES AND/OR HAZARDOUS CONDITIONS NOT RECOGNIZED OR NOTED BY THE INSPECTOR DOES NOT IMPLY APPROVAL OF THE SAME. FAILURE TO CORRECT THIS DEFICIENCY MAY RESULT IN FURTHER LEGAL ACTION.

**THE INSPECTOR WILL RETURN ON OR AFTER 2/28/2018.**

The Florida Fire Prevention Code, as adopted, provides that whenever it is claimed that the provisions of the Code do not apply or the Fire Marshal shall reject an alternate material, method of construction, or when it is claimed that the true Intent and meaning of this Code has been misinterpreted, the owner or his duly authorized agent may appeal from the decision of the Fire Marshal to a Board of Appeals. Notice of appeal shall be in writing and filed within thirty (30) working days after the Notice is received. A fee of \$114.00 should accompany the appeal. Appeals shall be directed to:

Secretary, Board of Appeals and Adjustments  
Florida Fire Prevention Code  
7079 University Blvd.  
Winter Park, FL 32792

Thank you for keeping your business and the community safe!

**Company  
Representative:**

Adrianna  
9890  
11/27/2017 10:20:22 AM  
Signature valid only in mobile-eyes documents

Adrianna  
11/27/2017

**Inspector:**

James Thomas  
9890  
11/27/2017 10:20:22 AM  
Signature valid only in mobile-eyes documents

James Thomas  
11/27/2017

## **Appendix D**

### **Waste Tire Removal & Disposal Letter**

# McGee Tire Co Inc.

130 East Seventh Street

Apopka Florida 32706

Phone 407-889-9250 Fax 407-883-5505

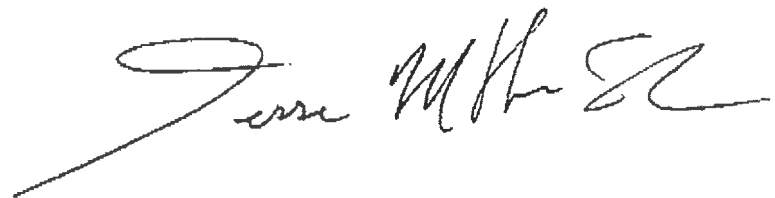
11/14/2017

To whom it may concern,

McGee Tire Co Inc. is a waste tire collector licensed with The County of Orange (#1002) and with the Florida Department of Environmental protection. (#'s 112, 113, 114, 115, 116, 017, 018, 019, 020, 021, 122, 123) McGee Tire Inc. has collected 120 tons of tires from Jumbo Tires LLC from 01/01/2017 to current. They are currently located at 750 Central Florida Pkwy, Orlando Florida 32824. In the event Jumbo Tires, LLC is closed voluntary or involuntarily at this time we would be able to accept up to 8,000 tires from them at our current disposal rate of \$8000 USD for all tires.

Thank you,

Jesse McGee

A handwritten signature in black ink, appearing to read 'Jesse McGee', with a long horizontal line extending from the left side of the signature.

Cell (407) 947-9198

## **Appendix E**

### **Land Owner Authorization Letter**

Welcome Holdings, LLC  
365 Taft-Vineland Road  
Suite 105  
Orlando, FL 32824  
407-816-8181 Office  
407-812-1220 Fax

# Welcome Holdings, LLC

November 29, 2017

To Whom It May Concern:

This letter is to inform you that Jumbo Tires, LLC is under a Contract for Deed for our property located at 750 Central Florida Parkway, Orlando, FL 32824.

We are fully aware that they conduct a business in wholesale used and tires within this location.

Yours truly,



Debbe R. Chalifoux



This instrument was prepared by  
And should be returned to:

Welcome Holdings, LLC  
365 W. Taft-Vineland Rd., Suite 105  
Orlando, FL 32824

---

## **AGREEMENT FOR DEED**

THIS AGREEMENT FOR DEED, (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between WELCOME HOLDINGS, LLC, a Florida limited liability company, with principal office address of 365 W. Taft-Vineland Rd., Suite 105, Orlando, FL, 32824, ("Seller"), and JUMBO TIRES, LLC, a Florida limited liability company with a principal address of 11435 Rocket Blvd, Unit 108, Orlando, FL 32824, CARLOS RESTREPO and MIGUEL CASTELLANOS, (collectively known as the "Buyer").

WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, its heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed, that certain real property situated in the County of Orange County, State of Florida, more particularly described as follows:

**See Exhibit "A" or 750 Central Florida Parkway  
Orlando, Florida 32824. (The "Property")**

1. PURCHASE PRICE. As the Purchase Price for the Property, the Buyer herein covenants and agrees to pay to the Seller the sum of TWO MILLION DOLLARS and 00/100 (\$2,000,000.00) in the following manner:

A. Non-Refundable Earnest Money Deposit. The principal sum of TWO HUNDRED THOUSAND DOLLARS and 00/100 (\$200,000.00) shall be paid to the Seller in cash or cash equivalent funds at the time of execution of this Agreement by the parties hereto ("Deposit" or "deposit"). This Deposit shall be non-refundable and shall be applied to the Purchase Price at the time of Closing.

B. Balance/Promissory Note/Term. The balance of the Purchase Price or ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS and 00/100 (\$1,800,000.00) shall be payable in the form of a Promissory Note or "Note", (with interest at 1% over the current rate of interest on a separate instrument being paid by Sellers as more fully set forth below). Said instrument or Note shall be executed together with this Agreement and the Note or "balance" of Purchase Price shall have a Term or Maturity Date coinciding on or before the

Sixteenth (16<sup>th</sup>) anniversary of the execution date of this Agreement, or \_\_\_\_\_, 2033. A complete and legible copy of the Promissory Note and the Mortgage Deed will be provided to the buyer so that the current obligation on the payment of the existing Promissory note and mortgage deed can be determined.

C. Current Minimum Payment on Promissory Note/Adjustments on Rate. The initial monthly installment of the aforementioned Note for the balance of the Purchase Price shall be as per the current balance on a certain promissory note held by Seller with bank plus One Percent (1%) interest over the current interest of Five Percent (5%) (or Six Percent (6%)). The base monthly payment on said Promissory Note shall be FOURTEEN THOUSAND SIX HUNDRED FIVE DOLLARS AND 88/100 (\$14,605.88), for 192 months, with increases or adjustments as more fully set forth below. Buyer understands and agrees Seller's current note is subject to a floating interest rate which may adjust every now and then and not including the upcoming adjustment which may take place on or about November, 2018.

Accordingly, Buyer's monthly payment to Seller may adjust during the term of Buyer's Note in favor of the Seller. Furthermore, the Buyer understands the monthly obligation to the Seller shall be payable on the first day of every month of the Term of the Agreement. Said payment obligation shall be made without deduction or set-off for the Buyer. THIS IS NOT THE BUYER'S ESTIMATED MONTHLY PAYMENT SET FORTH BELOW IN SUBSECTION 1F.

D. No Prepayment Penalty. Buyer shall have the right to pay-off the balance of the Purchase Price in whole or in part (or Promissory Note) at any time during the term of this Agreement without any pre-payment penalty obligation payable to Seller.

E. CURRENT LEASES: An estoppel certificate and copies of the lease shall be issued to Buyer for each of the ongoing leases as of the date of execution of the Agreement for Deed.

F. Buyer Additional Monthly Obligations/Estimated Total Monthly Payment. In addition to the payment by the Buyer of its monthly obligations pursuant to the above-referenced promissory note, Buyer understands: the following estimated monthly costs shall also be included in all monthly payments in addition to the note:

<b>\$ 14605.88</b>	<b>Payment on 1,800,000.00 for 16 years at 6% rate</b>
	(except as the payment and interest may adjust per above)
\$1666.67	Estimated Monthly Property Tax
\$ 700.00	Estimated Monthly Property Insurance
<b>\$16972.55</b>	<b>Estimated Monthly Payment</b>

Buyer is responsible for all maintenance on their property.

G. Tenant Default or Absence. Buyer shall be solely responsible for monthly payments on the Promissory Note and/or as per Sub-section 1B and minimal monthly payment as per Sub-section 1F of this Agreement for each and every month of the term of this Agreement notwithstanding whether a Tenant defaults on its payment obligations on any given month (or months) as per any lease or other form of tenancy now existing or existing in the future, including if and when there occurs a tenant vacancy on any part of the facilities occupied by any Tenant for any period of time, and Buyer shall not obligate Seller to credit Buyer with respect to any Buyer payment obligation in such event.

H. CARLOS RESTREPO/MIGUEL CASTELLANOS/PERSONAL GUARANTEE. All material obligations under this Agreement shall not only be the responsibility of JUMBO TIRES, LLC, but also personally and individually, jointly and severally, by CARLOS RESTREPO and MIGUEL CASTELLANOS. As well, all material obligation under this agreement shall not only be responsibility of WELCOME HOLDINGS, LLC but also personally and individually, jointly and separately by JOHN B. RUSSELL AND PETE MADISON.

2. TENANCIES/BUYER OBLIGATIONS. Buyer shall be considered to act as Sub-landlord on behalf of Seller during the term of this Agreement on all other tenant matters. Buyer shall receive credit for the security deposits on the existing leases.

A. VACANCIES. In the event of any vacancy or end of term of any Lease or tenancy, current or future, Buyer shall be solely responsible for securing any new Tenant to fill said vacancy, which responsibilities shall include but not be limited to any expenditures arising from any marketing of the leasable space, any commissions payable to real estate broker/agents in connection with acquiring new tenants, any attorney's costs related thereto, and any other costs with respect to securing any new tenant. Nothing contained in this Sub-section 2A shall prevent Seller, (without becoming responsible for any expenditure associated hereto), from voluntarily assisting or cooperating with Buyer with respect to finding or presenting potential new Tenants.

B. Indemnification, Payment or Reimbursement for any Legal Actions Taken Against a Tenant. In the event it becomes necessary to initiate or file any legal action or law suit related to a Tenant who may be in default of any obligation under any Lease Agreement or other form of lawful tenancy pertaining to the Property, Buyer shall be responsible for the payment of any attorney's fees and court costs to initiate or bring any legal action, (or to reimburse Seller if it

becomes necessary for the Seller to initiate said action on behalf of Buyer). Seller and Buyer agree to consult each other in good faith in the above becomes necessary, and any legal action in which legal fees are payable to the prevailing party, Buyer shall be entitled or responsible, (if it incurred the costs or if the tenant is the prevailing party), for either the receipt of or the payment to tenant, respectively, of any attorney's fees and costs.

3. CONVEYANCE OR TRANSFER OF TITLE AT CLOSING/ COSTS. If Buyer complies faithfully with all of its obligations set forth in this Agreement or and completes payment of all of the Purchase Price set forth above, Buyer shall then receive from the Seller, fee simple marketable title to the Property free and clear of all liens and encumbrances, except any restrictions or conditions "running" with the Property as set forth below in Subsection 2B.

A. Conveyance of Title. Conveyance shall be by a statutory or general warranty deed.

B. Free And Clear Title. Title shall be conveyed free and clear of all encumbrances except those easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.

C. Closing Costs/Attorney's Fees. Buyer shall be responsible for all Closing Costs related to this Agreement and any appurtenant agreements, including the payment of attorney's fees and for all closing costs related to the future "closing" set forth in this Agreement except for the documentary stamps on the Warranty Deed and the recording of the Warranty Deed.

4. TAXES/SET-OFF. The Buyer agrees to pay all property taxes due on the property on a monthly basis as per the estimated property tax schedule attached to this Agreement. Buyer shall also pay any and all taxes that may be due on the Property, (except for documentary stamp taxes on the deed at the time of conveyance which shall be the responsibility of the Seller in accordance with industry custom), assessments, or impositions that may legally be levied or imposed upon the subject real property, apportioned as of the date of this Agreement. Buyer's tax obligations hereunder shall be off-set or credited if any rental payment from any existing and/or future tenant is also proportionately paid.

5. INSURANCE. The Seller agrees to maintain hazard, casualty, and flood insurance satisfactory to the Mortgagor on the subject real property. Buyer agrees to provide liability coverage in the amount of \$1,000,000 for his portion of the property. In the event of fire or other event resulting in the loss of all or substantially all of the subject real property, all proceeds from insurance coverage shall be payable to the Seller, except that Buyer shall be entitled to that portion of

the proceeds from insurance covering the loss, in whole or in part, of those improvements (including buildings, equipment, inventory and other fixtures) which Buyer has invested and paid for to improve the Property. Buyer agrees that they are responsible for the insurance deductible on the property that are purchasing. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

A. If the damage to any building or part of the Property is less than fifty percent (50%) of the total value of the improvements, the Buyer shall have the option to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Buyer or apply the proceeds directly to the costs of such repair or reconstruction, the Buyer being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance proceeds to such repair and/or reconstruction costs.

B. If the damage to the building is in excess of fifty percent (50%) of the total value of the improvements, the Buyer shall have the option as to whether to repair or reconstruct such casualty loss.

6. PREPAYMENT. The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have forty five (45) days in which to deliver a warranty deed to Buyer.

7. DEFAULT BY SELLER. Failure by the Seller to comply with the terms of this Agreement or to perform any of the covenants hereby made and entered into, which failure is not cured within thirty (30) days from the date of receipt by the Seller of a notice of default delivered by the Buyer, shall give the Buyer the right to terminate this Agreement. If Seller defaults, Buyer shall be reimbursed for his down payment.

8. DEFAULT BY BUYER. In the event of failure by the Buyer to make monthly payments on the Promissory Note for the balance of the Purchase Price as per the terms of that certain Promissory Note for the balance of the Purchase Price as referenced herein above, or to comply with the payment of the of the balance of the additional monthly payment obligations set forth in Subsection 2F above or to fulfill its obligation to complete payment of the purchase price within the time prescribed herein, or to perform any of the covenants and conditions set forth herein or in any other agreement made a part hereof, the Seller may terminate this Agreement at its sole discretion, after having first given Buyer written notice of Buyer's default with thirty days (30) given Buyer to cure said default. If Buyer fails to cure within the time prescribed herein, then Buyer shall

forfeit Earnest Money Deposit, all payments made by Buyer to date on Buyer's promissory note to Seller for the balance of the Purchase Price, the value in financial terms of any improvement made by Buyer at any point during the term of this Agreement, or any other payment made by the Buyer in its performance of this Agreement. The above referenced rights given to Seller shall not be limited, and Seller shall also have the right to exercise any other rights against Buyer that it may have at law or in equity.

9. "AS IS"/BUYER RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS. Except as otherwise made the express written responsibility of any Tenant sharing any facility or portion of the Property, all repairs, replacement of all necessary elements of the Property, and maintenance. This includes, but is not limited to, the repair and or replacement of any fixture, or other mechanical, electrical, roof-related, structural, plumbing-related, air conditioning or HVAC-related parts or equipment, and any indoor or outdoor aspect of the Property, which shall be solely Buyer's responsibility throughout the term of this Agreement.

ENVIRONMENTAL ISSUES: Buyer agrees to indemnify and hold harmless the Seller for any environmental issues and violations that the Buyer shall cause regarding its use of the Premises and shall immediately correct such issues at its sole cost should they occur. Should environmental operations, license, or permits held by the Buyer be in non-compliance and, or, violation of any government or agency, the Buyer shall immediately cure the non-compliance and, or, violation. The Buyer agrees not to contaminate the air, soil or water table on, above, around and under the Premises and should it contaminate the Premises, as defined by established laws, regulations or codes by governments or agencies, it will immediately cease such contamination and cure any existing contamination that it has caused at its sole cost. Premises acreage may be subject to change or vary based upon retention requirements. The Buyer indemnifies and holds harmless the Seller, and shall correct, at its expense, any environmental or contamination violation as judged by governments, or, agencies related to established laws, regulations and codes.

10. NOTICES. Any notice necessary under this Agreement may be sent to the last known address of the respective parties herein. If to:

Seller: Taft-Vineland Properties, Inc.  
Address: 365 W. Taft-Vineland Rd., Suite 105  
Orlando, FL 32824

Buyer: Jumbo Tires, LLC  
Address: 11435 Rocket Blvd., Unit 108  
Orlando, FL 32824

11. POSSESSION/FIRST PAYMENT. Buyer shall take possession of the Property on or about November 1, 2017, assuming all conditions precedent to entering this Agreement are met. FIRST MONTHLY PAYMENT SHALL BEGIN DECEMBER 1, 2017.
12. BINDING NATURE OF AGREEMENT. All covenants, conditions and terms of this Agreement shall be binding on the respective parties, their heirs, successors, executors, personal representatives, and/or assigns.
13. GOOD REPAIR/NEGLECT/UNLAWFUL CONDUCT ON PROPERTY. In addition to Buyer's obligations under Section 12 above, Buyer shall not permit, commit or suffer waste and shall maintain the subject property and any improvements at all times in good repair, and shall not do or allow any act, conduct or circumstance on the real property that affects the value of the same or the security of the Seller's title. Neglect, unlawful conduct, and failure or refusal by Buyer to repair or maintain the subject real property on the part of the Buyer shall give the Seller the option to make such repairs or cause the same to be made, and advance money pursuant thereto, which sums advance or costs of repairs and maintenance shall be the obligation of the Buyer and shall be secured by this Agreement.
14. PLURAL/GENDER NEUTRAL. The words Seller and Buyer herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.
15. LOT SPLIT/750 CENTRAL FLORIDA PKWY ADDRESS. Buyer understands and agrees it is not buying the entire Property located at the Central Florida Parkway location but that Seller shall apply for and obtain a "lot split" more specifically identifying and demarcating in full, (with appropriate legal description, parcel and tax identifications, etc., the Property to be in the possession of the Buyer at the time of this Agreement and the eventual ownership by Buyer.
16. CHOICE OF LAW/VENUE. This Agreement, all modifications, and any and all transactions contemplated by the terms of the same shall be construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of the courts of the Ninth Judicial Circuit of the State of Florida and the county wherein the subject real property lies. In the event that litigation results from or arises out of the breach or alleged breach of any of the covenants, terms and conditions hereof, the prevailing party in said civil action shall be entitled to be reimbursed by the other party for attorneys' fees and costs associated with

bringing the same.

17. SEVERABILITY. If any part or portion of this Agreement is adjudicated as null and void, the remainder shall, notwithstanding said nullification, remain in full force and effect.

18. AUTHORITY TO ENTER AGREEMENT. Each party herein attests to having full authority in entering this Agreement. Furthermore, the Seller warrants that it is possessed of legal title to the subject real property and that it has obtained it lawfully and that said property is free and clear of all claims by third parties.

19. RECORDING. This Agreement may be recorded at the absolute discretion of the Seller.

A. Neither Buyer nor Seller shall not place or cause to be placed any additional liens and/or encumbrances under property during the term of the Agreement of Deed.



[SIGNATURE AND EXHIBIT PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written above.

**SELLER:**

WELCOME HOLDINGS, LLC,  
a Florida limited liability company

**WITNESSES**

By: [Signature]

Print: Peter D. Madison

Title: MGM

Date: 10/16/17

Witness 1 [Signature]

Print: Debbie R. Chalifoux

Witness 2 [Signature]

Print: Natasha Russell

**INDIVIDUALLY/JOINTLY AND SEVERALLY/PERSONAL GUARANTORS:**

[Signature]  
JOHN B RUSSELL

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

[Signature]  
PETE MADISON

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

**BUYER:**

JUMBO TIRES, LLC,  
a Florida limited liability company

By: [Signature]

Print: MIQUEL CASTELLANOS

Title: G.M.

Date: 10.16.17

Witness 1 [Signature]

Print: Debbie R. Chalifoux

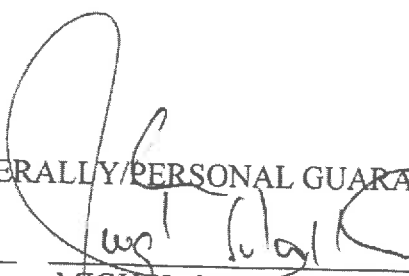
Witness 2 [Signature]

Print: Natasha Russell

INDIVIDUALLY/JOINTLY AND SEVERALLY/PERSONAL GUARANTORS:

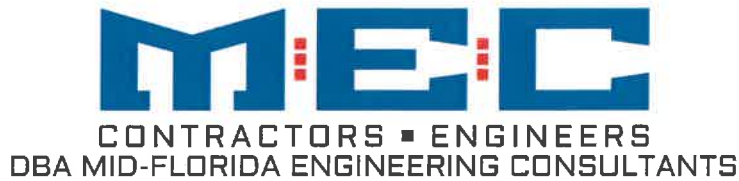
  
CARLOS RESTREPO

Date: 10/16/17

  
MIGUEL CASTELLANOS

Date: 10-16-17





## **WASTE TIRE PROCESSING FACILITY**

**Version I**

**Date: 12-12-17**

for

### **JUMBO TIRES, LLC.**

750 Central Florida Pkwy  
Orlando, Florida 32824

ORANGE COUNTY, FLORIDA  
PROJECT # 31720

Prepared by:

**MID-FLORIDA ENGINEERING CONSULTANTS, DBA**  
**M.E. CONSTRUCTION, INC.**  
7607 CORAL DR.  
W. MELBOURNE, FL 32904

The attached information is being submitted to the Florida Department of Environmental Protection for inclusion with the application for a Waste Tire Processing Facility Permit.

**FACILITY:** Jumbo Tires, LLC.  
750 Central Florida Parkway  
Orlando, Florida 32824

**APPLICANT:** Mr. Miguel Castellanos  
750 Central Florida Parkway  
Orlando, Florida 32824  
Phone: 407-812-6950  
Cell: 407-247-0020  
Email: Jumbotires@att.net

**A. FACILITY DESIGN**

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility.
  - a. *Please see Appendix A for Future Land Use map & Zoning map. Information was obtained from the applicable municipal agency. Information was researched and assembled by the engineer, signed & sealed.*
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet.
  - a. *Please see attached site plan that includes required information per application Part III-Attachments, A.2. (a)-(j). Site plan is signed & sealed by the engineer.*

**B. FACILITY OPERATION:**

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
  - a. *The existing building is +/-25,000sf. Of this, the facility has the capacity to receive & store up to 17,500sf of imported tires from Europe. Tires arrive to the site via tractor trailer & are off loaded through overhead doors at loading docks into the warehouse. Within the warehouse, tires are then sorted for re-sale & waste tires. Both groups of tires are stored within the building. Re-sale tires are sold to Business Customers to be re-sold at their place of business. Waste tires are picked up by a permitted waste tire collector for recycle. No operations occur outside the building.*
2. A description of the equipment used for processing tires. This description shall include the make, model and hourly capacity of each piece of equipment.
  - a. *No special tire equipment will be used with exception of a standard fork lift to move tires.*
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
  - a. *After sorting re-sale and waste tires, waste tires will be picked up by a permitted waste tire collector for recycle. The applicant expects approximately 4% of tires received to be considered a recycle tire. There will be no cutting, grinding or bailing of tires at this facility.*

4. Statement of the maximum daily throughput and the planned daily and annual throughput.
    - a. ***On any given day, the applicant estimates 6,000 tires will be within the facility, but not to exceed 8,000 tires at any time. Any quantity above this shall require prior FDEP approval. (assumption 5,225 tires=60 ton)***
      - i. ***Max. daily throughput: up to 8,000 tires (91.9 ton)= max storage***
      - ii. ***Planned daily throughput: 385 tires (4.4 ton)=(100,000 tires/260 work days)***
      - iii. ***Annual throughput: 100,000 tires (1,148 ton)***
  5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62-711.540, F.A.C.. ***F.A.C. 62-711.540 as it applies to this site has been noted on the attached site plan.***
  6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where the manual will be maintained. ***Please see Appendix B. A copy of the emergency preparedness manual shall be maintained at the following locations.***
    - a. On site: Jumbo Tires, LLC.  
750 Central Florida Parkway  
Orlando, Florida 32837
    - b. Alternate Address: Mr. Miguel Castellanos  
2749 N. Orange Blossom Trail  
Kissimmee, Florida 34744
  7. A copy of the fire safety survey. ***Please see Appendix C.***
  8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling. ***Waste tires will be picked up by McGee Tire Co Inc.. Please see Appendix D for acknowledgement letter.***
- C. Completed closing plan for the facility as required by Rule 62-711.700(2) and (3), F.A.C.. ***In the event the facility must be terminated, either scheduled or unscheduled, shipments of tires will be stopped. Those tires remaining onsite will be picked up by a tire collector licensed with the Florida Department of Environmental Protection for to be properly disposed of. There shall be no tires abandon on the site. Applicant will notify FDEP this facility is closed.***
- D. Attach proof of financial responsibility as required by Rule 62-711.503(3) OR calculations showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location. ***Attached please find a quote from McGee Tire, Inc. to load, haul & dispose of 8,000 tires. Upon review, please advise that FDEP has approved this amount for bonding purposes..***
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility. ***Please see Appendix E.***
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue and name of issuing agency. ***No waste tires will be consumed or disposed of at this facility.***
- G. The permit fee as required in Rule 62-4, F.A.C.. ***Please see attached.***

## **Appendix A**

### **Future Land Use Map**

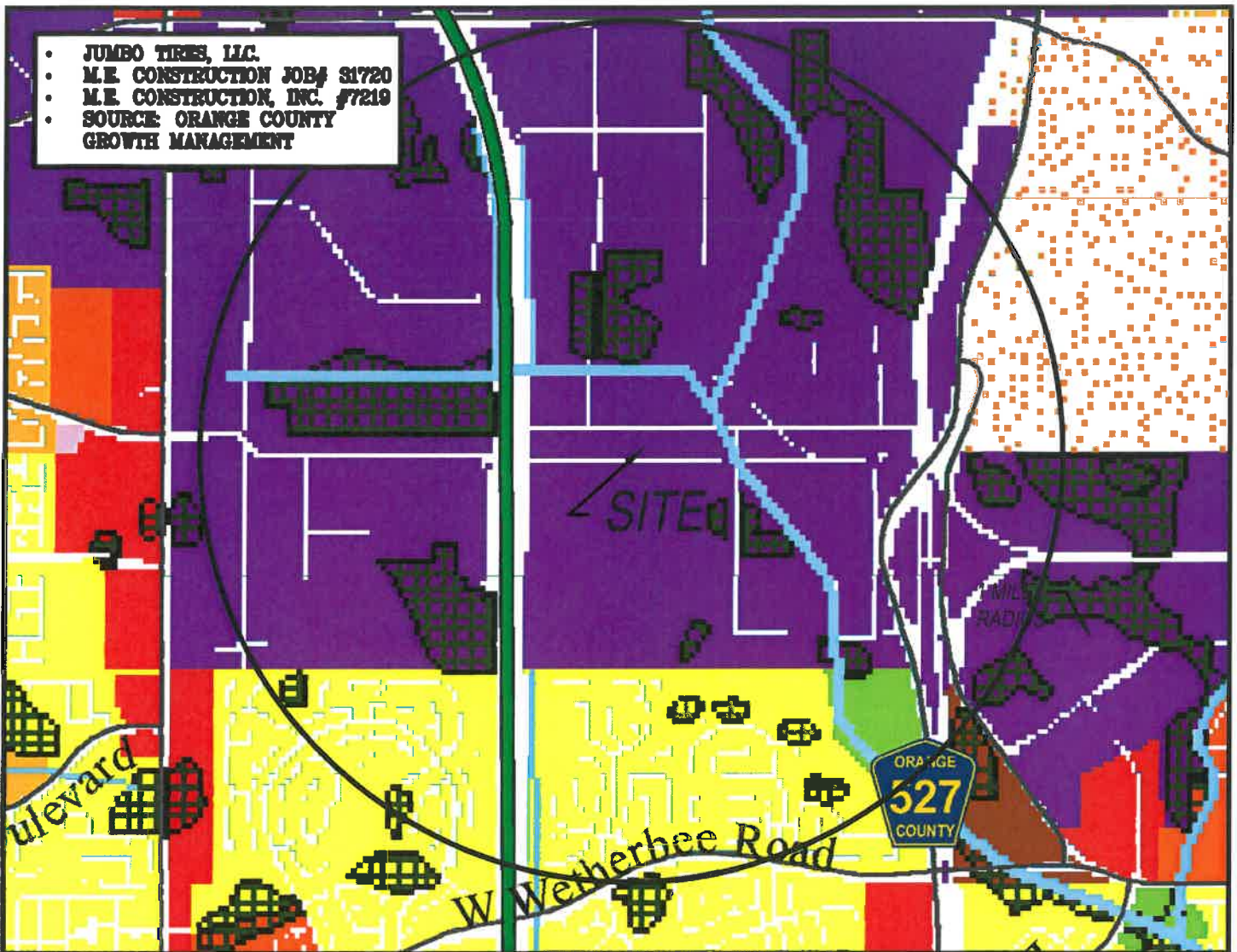
### **Zoning Map**



- DATE \_\_\_\_\_



- JUMBO TIRES, LLC.
- M.E. CONSTRUCTION JOB# S1720
- M.E. CONSTRUCTION, INC. #7219
- SOURCE: ORANGE COUNTY GROWTH MANAGEMENT



## 2010 - 2030 Comprehensive Plan Future Land Use Map



# M.E.C

CONTRACTORS • ENGINEERS

Mid-Florida Engineering Consultants, dba

7607 Coral Drive, West Melbourne, FL 32904

(321)723-5661 Fax (321)951-1952 Eng.# 7219 Gen. Contr.#2379

[www.meconstruction.com](http://www.meconstruction.com) CGC 019528

## ENGINEERS CERTIFICATION

NOTE: NOT VALID WITHOUT ORIGINAL SIGNATURE, DATE, AND SEAL.

STEVEN W. MONROE PE #61778

SIGNATURE

DATE

## **Appendix B**

# **Emergency Preparedness Manual**

# **EMERGENCY PREPAREDNESS MANUAL**

A copy of this manual shall be maintained onsite and with the applicants personal records.

This manual shall be updated atleast once a year and upon changes in operations at the site.

The operator/applicant of the site shall immediately notify the Department of Environmental Protection (FDEP) in the event of a fire or other emergency which poses an unanticipated threat to the public health or the environment.

Within two weeks of any emergency, the operator/applicant of the site shall submit to the Department a written report on the emergency. This report shall describe the origins of the emergency, the actions that were taken to deal with the emergency, the results of the actions that were taken, and an analysis of the success or failure of the actions.

## **Emergency Contact:** (in case of fire, flooding or other emergency)

Operator/Applicant:	Mr. Miguel Castellanos	Cell: 407-247-0020
Alternate Contact:	Mr. Carlos Restrepo	Cell: 407-738-2001
Local Emergency Services:		Phone: 911
Florida Department of Environmental Protection (FDEP):		Phone: 850-245-5707
FDEP Central District, Switchboard		Phone: 407-897-4100
FDEP Central District, Solid Waste		Phone: 407-897-4304

## **Emergency Response Equipment:**

- Automatic Fire Sprinkler System:
  - This facility is equipped with an automatic fire sprinkler system.
  - In the event of fire, this system will automatically engage due to fire.
  - The responding fire department apparatus will connect to the fire department connection located outside the building. Upon connection, they will pressurize the internal fire sprinkler system.
- Fire Extinguishers:
  - This facility shall be equipped with multiple fire extinguishers.
  - Extinguishers shall be strategically located throughout the facility in high visibility locations. The operator & employees shall familiarize their self with all fire extinguisher locations.
  - All fire extinguishers shall be visibly inspected monthly.
  - All fire extinguishers shall be serviced by a licensed fire extinguisher service provider. Provider shall attach a service tag as required by Florida Statute 633.071. Prior to expiration of the service tag, the fire extinguisher shall be re-serviced.

### **How to Use a Fire Extinguisher:** (per NFPA Safety Information on Fire Extinguishers)

A portable fire extinguisher can save lives and property by putting out a small fire or containing it until the fire department arrives; but portable extinguishers have limitations. Because fire grows and spreads so rapidly, the number one priority for residents (or occupants) is to get out safely.

Read the instructions that come with the fire extinguisher and become familiar with its parts and operation before a fire breaks out. Local fire departments or fire equipment distributors often offer hands-on fire extinguisher trainings.

To operate a fire extinguisher, remember the word PASS:

1. **P**ull the pin. Hold the extinguisher with the nozzle pointing away from you, and release the locking mechanism.
  2. **A**im low. Point the extinguisher at the base of the fire.
  3. **S**queeze the lever slowly and evenly.
  4. **S**weep the nozzle from side-to-side.
- For the home (or business), select a multi-purpose extinguisher (can be used on all types of fires) that is large enough to put out a small fire, but not so heavy as to be difficult to handle.
  - Choose a fire extinguisher that carries the label of an independent testing laboratory.
  - Install fire extinguishers close to an exit and keep your back to a clear exit when you use the device so you can make an easy escape if the fire cannot be controlled. If the room fills with smoke, leave immediately.
  - Know when to go. Fire extinguishers are one element of a fire response plan, but the primary element is safe escape. Every household (or business) should have a fire escape plan and working alarms.

### **In Case of Fire:**

Every individual should use their best judgment in assess the severity of the fire. If in doubt, exit the building.

- If, Fire is contained with minimal amount of dark smoke.
  1. Locate & pull the nearest fire alarm pull box (if present) to sound the alarm & alert all occupants of the building.
  2. Have someone call 911 in case fire spreads and becomes uncontainable.
  3. Retrieve the nearest fire extinguisher & engage to contain the fire.
- If, Fire spreads & is uncontainable and out of control.
  1. Locate & pull the nearest fire alarm pull box (if present) to sound the alarm & alert all occupants of the building.
  2. Dial 911 for the local fire department.
  3. Fire sprinklers should automatically engage.
  4. Evacuate all personnel from the building and wait on the fire department to respond.
  5. Upon the arrival of the fire department, explain the fire is being fueled by stored tires.

### **After the Fire:**

Combustion of large numbers of waste tires generate an oily material. This material must be contained & disposed of properly.

After the fire has been extinguished and no further threat exists, begin containment. Using sand and shovel, spread liberal amounts of sand over top of the oily material for absorption. Shovel soiled sand into an approved container for proper disposal. Reapply sand as necessary to remove oily material.

The waste generated from a fire will be tested to determine if it is a characteristic hazardous waste (HW). If it is a HW, it must be handled and disposed of properly. At this point we will hire a registered HW transporter to ensure the waste is handled and disposed of properly. If the waste materials are not HW, the waste can be disposed of with our normal solid waste. The non-hazardous waste must go to a permitted solid waste management facility. If we have any questions about the waste we will seek guidance from FDEP.

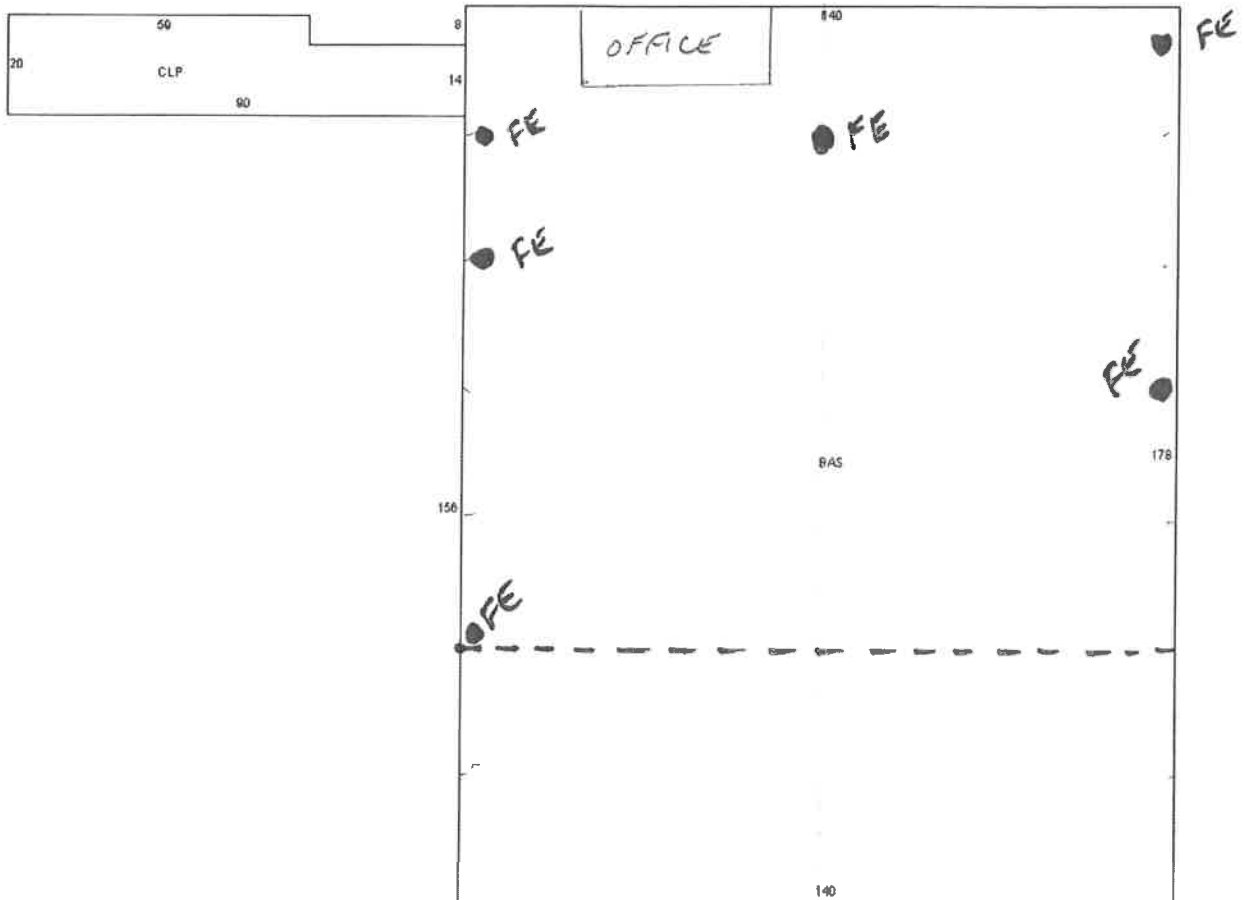
In the event of a fire, the Operator/Applicant will determine whether the facility will re-open. Prior to re-opening, the Operator/Application will verify that all permit conditions can be met with this facility.



# Building Details - 750 Central Florida Pkwy - Building #1



Courtesy Rick Singh, Orange County Property Appraiser



Sub Area	Sqft	Value
BAS - Base Area	24920	working...
CLP - C Load Pfm	1614	working...

**Model Code:** 06 - Warehouse  
**Type Code:** 4800 - Warehousing  
**Building Value:** working...  
**Estimated New Cost:** working...  
**Actual Year Built:** 1973  
**Beds:** 0  
**Baths:** 0.0  
**Floors:** 1  
**Gross Area:** 26534 sqft  
**Living Area:** 24920 sqft  
**Exterior Wall:** Modl.Metal

EXISTING FIRE EXTINGUISHER  
LOCATIONS

## **Appendix C**

### **Fire Safety Survey**





**Orange County Fire and Rescue Department**  
**OFFICE OF THE FIRE MARSHAL**

7079 University Blvd  
Winter Park, FL 32792  
Phone: 407-836-0070  
Fax: 407-836-8330

**INSPECTION NOTICE**

**Occupant Name:** Jumbo Tires  
**Address:** 750 Central Florida Parkway  
**Suite:** Orlando  
**Inspection Date:** 11/27/2017  
**InspectionType:** Reinspection  
**Inspected By:** James Thomas

Insp. Result	Location	Code Set	Code
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 10 General Safety Requirements	10.12.1.1 - Address numbers must be legible and visible from street.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.1.7.5 - Extension cords and flexible cords.
OK Cleared on 11/27/2017			
Fail	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.1.9.3.1 - Breakers shall be legibly marked.
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.1.10 - Open Electrical Boxes
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 11 Building Services	11.7.2.1 - Portable generators shall not be operated or refueled within buildings, on balconies, or on roofs.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.1.2 - Fire protection system testing and maintenance - property owner responsibility.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.2 - Sprinkler system shall be inspected, tested, and maintained.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.3 - All ceiling tiles are in place.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.4.3.1 - Occupant provided copies of all fire protection system reports w/in last year.
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.3.3.5.1.6 - Sprinkler- Sprinkler wrench required
OK Cleared on 11/27/2017			
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.6.1.1 - Installation and maintenance of portable fire extinguishers

**OK** Cleared on 11/27/2017

<b>Fail - Cleared</b>	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.6.8.1.3.3.1 - Fire extinguisher obstructions
-----------------------	---------	---	---

**OK** Cleared on 11/27/2017

<b>Fail</b>	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.7.1.1 - Fire alarm systems or automatic fire detectors shall be provided.
-------------	---------	---	--

<b>Fail - Cleared</b>	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.7.3.2.4 - Fire Extinguisher, Inspection frequency
-----------------------	---------	---	--

**OK** Cleared on 11/27/2017

<b>Fail - Cleared</b>	Floor 1	FL NFPA 01 13 Chapter 14 Means of Egress	14.5.2.3 - Locks, special knowledge
-----------------------	---------	---	-------------------------------------

**OK** Cleared on 11/27/2017

<b>Fail</b>	Floor 1	FL NFPA 01 13 Chapter 18 Fire Department Access and Water Supply	18.2.2.1 - Lock Box Required
-------------	---------	--	------------------------------

<b>Fail - Cleared</b>	Floor 1	FL NFPA 101 13 Chapter 7 Means of Egress	7.8.1.1 - Illumination of means of egress
-----------------------	---------	---	---

**OK** Cleared on 11/27/2017

<b>Fail - Cleared</b>	Floor 1	FL NFPA 101 13 Chapter 7 Means of Egress	7.10.5.1 - Exit Sign Illumination
-----------------------	---------	---	-----------------------------------

**OK** Cleared on 11/27/2017

<b>Fail - Cleared</b>	Floor 1	NFPA 25 11 Chapter 4 General Requirements	4.1.5 - Changes in Occupancy, Use, Process, or Materials.
-----------------------	---------	--	---

**OK** Cleared on 11/27/2017

---

**Inspector Comments:**

Arrived at 750 Central Florida Parkway Jumbo Tires in reference to an Use Permit re-inspection. I met with Adrianna in the Office, Adrianna escorted me around the facility while I conducted the inspection. Majority of all items had been corrected, company is in the process of gaining permits for the Fire Alarm System.

**ALL VIOLATIONS MUST BE CORRECTED IMMEDIATELY.**

ANY DEFICIENCIES AND/OR HAZARDOUS CONDITIONS NOT RECOGNIZED OR NOTED BY THE INSPECTOR DOES NOT IMPLY APPROVAL OF THE SAME. FAILURE TO CORRECT THIS DEFICIENCY MAY RESULT IN FURTHER LEGAL ACTION.

**THE INSPECTOR WILL RETURN ON OR AFTER 2/28/2018.**

The Florida Fire Prevention Code, as adopted, provides that whenever it is claimed that the provisions of the Code do not apply or the Fire Marshal shall reject an alternate material, method of construction, or when it is claimed that the true Intent and meaning of this Code has been misinterpreted, the owner or his duly authorized agent may appeal from the decision of the Fire Marshal to a Board of Appeals. Notice of appeal shall be in writing and filed within thirty (30) working days after the Notice is received. A fee of \$114.00 should accompany the appeal. Appeals shall be directed to:

Secretary, Board of Appeals and Adjustments  
Florida Fire Prevention Code  
7079 University Blvd.  
Winter Park, FL 32792

Thank you for keeping your business and the community safe!

**Company  
Representative:**

Adrianna  
11/27/2017 10:22 AM  
Signature valid only in mobile-eye's documents

Adrianna  
11/27/2017

**Inspector:**

James Thomas  
11/27/2017 10:22 AM  
Signature valid only in mobile-eye's documents

James Thomas  
11/27/2017

## **Appendix D**

### **Waste Tire Removal & Disposal Letter**

# McGee Tire Co Inc.

130 East Seventh Street

Apopka Florida 32706

Phone 407-889-9250 Fax 407-883-5505

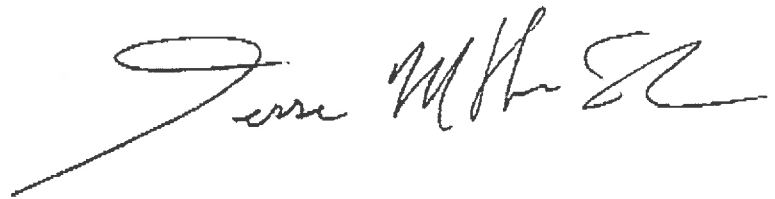
11/14/2017

To whom it may concern,

McGee Tire Co Inc. is a waste tire collector licensed with The County of Orange (#1002) and with the Florida Department of Environmental protection. (#'s 112, 113, 114, 115, 116, 017, 018, 019, 020, 021, 122, 123) McGee Tire Inc. has collected 120 tons of tires from Jumbo Tires LLC from 01/01/2017 to current. They are currently located at 750 Central Florida Pkwy, Orlando Florida 32824. In the event Jumbo Tires, LLC is closed voluntary or involuntarily at this time we would be able to accept up to 8,000 tires from them at our current disposal rate of \$8000 USD for all tires.

Thank you,

Jesse McGee

A handwritten signature in black ink, appearing to read 'Jesse McGee', with a long horizontal line extending from the left side of the signature.

Cell (407) 947-9198

## **Appendix E**

### **Land Owner Authorization Letter**

This instrument was prepared by  
And should be returned to:

Welcome Holdings, LLC  
365 W. Taft-Vineland Rd., Suite 105  
Orlando, FL 32824

---

## **AGREEMENT FOR DEED**

THIS AGREEMENT FOR DEED, (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between WELCOME HOLDINGS, LLC, a Florida limited liability company, with principal office address of 365 W. Taft-Vineland Rd., Suite 105, Orlando, FL, 32824, ("Seller"), and JUMBO TIRES, LLC, a Florida limited liability company with a principal address of 11435 Rocket Blvd, Unit 108, Orlando, FL 32824, CARLOS RESTREPO and MIGUEL CASTELLANOS, (collectively known as the "Buyer").

WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, its heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed, that certain real property situated in the County of Orange County, State of Florida, more particularly described as follows:

**See Exhibit "A" or 750 Central Florida Parkway  
Orlando, Florida 32824. (The "Property")**

1. PURCHASE PRICE. As the Purchase Price for the Property, the Buyer herein covenants and agrees to pay to the Seller the sum of TWO MILLION DOLLARS and 00/100 (\$2,000,000.00) in the following manner:

A. Non-Refundable Earnest Money Deposit. The principal sum of TWO HUNDRED THOUSAND DOLLARS and 00/100 (\$200,000.00) shall be paid to the Seller in cash or cash equivalent funds at the time of execution of this Agreement by the parties hereto ("Deposit" or "deposit"). This Deposit shall be non-refundable and shall be applied to the Purchase Price at the time of Closing.

B. Balance/Promissory Note/Term. The balance of the Purchase Price or ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS and 00/100 (\$1,800,000.00) shall be payable in the form of a Promissory Note or "Note", (with interest at 1% over the current rate of interest on a separate instrument being paid by Sellers as more fully set forth below). Said instrument or Note shall be executed together with this Agreement and the Note or "balance" of Purchase Price shall have a Term or Maturity Date coinciding on or before the

Sixteenth (16<sup>th</sup>) anniversary of the execution date of this Agreement, or \_\_\_\_\_, 2033. A complete and legible copy of the Promissory Note and the Mortgage Deed will be provided to the buyer so that the current obligation on the payment of the existing Promissory note and mortgage deed can be determined.

C. Current Minimum Payment on Promissory Note/Adjustments on Rate. The initial monthly installment of the aforementioned Note for the balance of the Purchase Price shall be as per the current balance on a certain promissory note held by Seller with bank plus One Percent (1%) interest over the current interest of Five Percent (5%) (or Six Percent (6%)). The base monthly payment on said Promissory Note shall be FOURTEEN THOUSAND SIX HUNDRED FIVE DOLLARS AND 88/100 (\$14,605.88), for 192 months, with increases or adjustments as more fully set forth below. Buyer understands and agrees Seller's current note is subject to a floating interest rate which may adjust every now and then and not including the upcoming adjustment which may take place on or about November, 2018.

Accordingly, Buyer's monthly payment to Seller may adjust during the term of Buyer's Note in favor of the Seller. Furthermore, the Buyer understands the monthly obligation to the Seller shall be payable on the first day of every month of the Term of the Agreement. Said payment obligation shall be made without deduction or set-off for the Buyer. THIS IS NOT THE BUYER'S ESTIMATED MONTHLY PAYMENT SET FORTH BELOW IN SUBSECTION 1F.

D. No Prepayment Penalty. Buyer shall have the right to pay-off the balance of the Purchase Price in whole or in part (or Promissory Note) at any time during the term of this Agreement without any pre-payment penalty obligation payable to Seller.

E. CURRENT LEASES: An estoppel certificate and copies of the lease shall be issued to Buyer for each of the ongoing leases as of the date of execution of the Agreement for Deed.

F. Buyer Additional Monthly Obligations/Estimated Total Monthly Payment. In addition to the payment by the Buyer of its monthly obligations pursuant to the above-referenced promissory note, Buyer understands: the following estimated monthly costs shall also be included in all monthly payments in addition to the note:

\$ 14605.88	Payment on 1,800,000.00 for 16 years at 6% rate (except as the payment and interest may adjust per above)
\$1666.67	Estimated Monthly Property Tax
\$ 700.00	Estimated Monthly Property Insurance
\$16972.55	Estimated Monthly Payment



Buyer is responsible for all maintenance on their property.

G. Tenant Default or Absence. Buyer shall be solely responsible for monthly payments on the Promissory Note and/or as per Sub-section 1B and minimal monthly payment as per Sub-section 1F of this Agreement for each and every month of the term of this Agreement notwithstanding whether a Tenant defaults on its payment obligations on any given month (or months) as per any lease or other form of tenancy now existing or existing in the future, including if and when there occurs a tenant vacancy on any part of the facilities occupied by any Tenant for any period of time, and Buyer shall not obligate Seller to credit Buyer with respect to any Buyer payment obligation in such event.

H. CARLOS RESTREPO/MIGUEL CASTELLANOS/PERSONAL GUARANTEE. All material obligations under this Agreement shall not only be the responsibility of JUMBO TIRES, LLC, but also personally and individually, jointly and severally, by CARLOS RESTREPO and MIGUEL CASTELLANOS. As well, all material obligation under this agreement shall not only be responsibility of WELCOME HOLDINGS, LLC but also personally and individually, jointly and separately by JOHN B. RUSSELL AND PETE MADISON.

2. TENANCIES/BUYER OBLIGATIONS. Buyer shall be considered to act as Sub-landlord on behalf of Seller during the term of this Agreement on all other tenant matters. Buyer shall receive credit for the security deposits on the existing leases.

A. VACANCIES. In the event of any vacancy or end of term of any Lease or tenancy, current or future, Buyer shall be solely responsible for securing any new Tenant to fill said vacancy, which responsibilities shall include but not be limited to any expenditures arising from any marketing of the leasable space, any commissions payable to real estate broker/agents in connection with acquiring new tenants, any attorney's costs related thereto, and any other costs with respect to securing any new tenant. Nothing contained in this Sub-section 2A shall prevent Seller, (without becoming responsible for any expenditure associated hereto), from voluntarily assisting or cooperating with Buyer with respect to finding or presenting potential new Tenants.

B. Indemnification, Payment or Reimbursement for any Legal Actions Taken Against a Tenant. In the event it becomes necessary to initiate or file any legal action or law suit related to a Tenant who may be in default of any obligation under any Lease Agreement or other form of lawful tenancy pertaining to the Property, Buyer shall be responsible for the payment of any attorney's fees and court costs to initiate or bring any legal action, (or to reimburse Seller if it

becomes necessary for the Seller to initiate said action on behalf of Buyer). Seller and Buyer agree to consult each other in good faith in the above becomes necessary, and any legal action in which legal fees are payable to the prevailing party, Buyer shall be entitled or responsible, (if it incurred the costs or if the tenant is the prevailing party), for either the receipt of or the payment to tenant, respectively, of any attorney's fees and costs.

3. CONVEYANCE OR TRANSFER OF TITLE AT CLOSING/ COSTS. If Buyer complies faithfully with all of its obligations set forth in this Agreement or and completes payment of all of the Purchase Price set forth above, Buyer shall then receive from the Seller, fee simple marketable title to the Property free and clear of all liens and encumbrances, except any restrictions or conditions "running" with the Property as set forth below in Subsection 2B.

A. Conveyance of Title. Conveyance shall be by a statutory or general warranty deed.

B. Free And Clear Title. Title shall be conveyed free and clear of all encumbrances except those easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.

C. Closing Costs/Attorney's Fees. Buyer shall be responsible for all Closing Costs related to this Agreement and any appurtenant agreements, including the payment of attorney's fees and for all closing costs related to the future "closing" set forth in this Agreement except for the documentary stamps on the Warranty Deed and the recording of the Warranty Deed.

4. TAXES/SET-OFF. The Buyer agrees to pay all property taxes due on the property on a monthly basis as per the estimated property tax schedule attached to this Agreement. Buyer shall also pay any and all taxes that may be due on the Property, (except for documentary stamp taxes on the deed at the time of conveyance which shall be the responsibility of the Seller in accordance with industry custom), assessments, or impositions that may legally be levied or imposed upon the subject real property, apportioned as of the date of this Agreement. Buyer's tax obligations hereunder shall be off-set or credited if any rental payment from any existing and/or future tenant is also proportionately paid.

5. INSURANCE. The Seller agrees to maintain hazard, casualty, and flood insurance satisfactory to the Mortgagor on the subject real property. Buyer agrees to provide liability coverage in the amount of \$1,000,000 for his portion of the property. In the event of fire or other event resulting in the loss of all or substantially all of the subject real property, all proceeds from insurance coverage shall be payable to the Seller, except that Buyer shall be entitled to that portion of

the proceeds from insurance covering the loss, in whole or in part, of those improvements (including buildings, equipment, inventory and other fixtures) which Buyer has invested and paid for to improve the Property. Buyer agrees that they are responsible for the insurance deductible on the property that are purchasing. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

A. If the damage to any building or part of the Property is less than fifty percent (50%) of the total value of the improvements, the Buyer shall have the option to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Buyer or apply the proceeds directly to the costs of such repair or reconstruction, the Buyer being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance proceeds to such repair and/or reconstruction costs.

B. If the damage to the building is in excess of fifty percent (50%) of the total value of the improvements, the Buyer shall have the option as to whether to repair or reconstruct such casualty loss.

6. PREPAYMENT. The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have forty five (45) days in which to deliver a warranty deed to Buyer.

7. DEFAULT BY SELLER. Failure by the Seller to comply with the terms of this Agreement or to perform any of the covenants hereby made and entered into, which failure is not cured within thirty (30) days from the date of receipt by the Seller of a notice of default delivered by the Buyer, shall give the Buyer the right to terminate this Agreement. If Seller defaults, Buyer shall be reimbursed for his down payment.

8. DEFAULT BY BUYER. In the event of failure by the Buyer to make monthly payments on the Promissory Note for the balance of the Purchase Price as per the terms of that certain Promissory Note for the balance of the Purchase Price as referenced herein above, or to comply with the payment of the of the balance of the additional monthly payment obligations set forth in Subsection 2F above or to fulfill its obligation to complete payment of the purchase price within the time prescribed herein, or to perform any of the covenants and conditions set forth herein or in any other agreement made a part hereof, the Seller may terminate this Agreement at its sole discretion, after having first given Buyer written notice of Buyer's default with thirty days (30) given Buyer to cure said default. If Buyer fails to cure within the time prescribed herein, then Buyer shall

forfeit Earnest Money Deposit, all payments made by Buyer to date on Buyer's promissory note to Seller for the balance of the Purchase Price, the value in financial terms of any improvement made by Buyer at any point during the term of this Agreement, or any other payment made by the Buyer in its performance of this Agreement. The above referenced rights given to Seller shall not be limited, and Seller shall also have the right to exercise any other rights against Buyer that it may have at law or in equity.

9. "AS IS"/BUYER RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS. Except as otherwise made the express written responsibility of any Tenant sharing any facility or portion of the Property, all repairs, replacement of all necessary elements of the Property, and maintenance. This includes, but is not limited to, the repair and or replacement of any fixture, or other mechanical, electrical, roof-related, structural, plumbing-related, air conditioning or HVAC-related parts or equipment, and any indoor or outdoor aspect of the Property, which shall be solely Buyer's responsibility throughout the term of this Agreement.

ENVIRONMENTAL ISSUES: Buyer agrees to indemnify and hold harmless the Seller for any environmental issues and violations that the Buyer shall cause regarding its use of the Premises and shall immediately correct such issues at its sole cost should they occur. Should environmental operations, license, or permits held by the Buyer be in non-compliance and, or, violation of any government or agency, the Buyer shall immediately cure the non-compliance and, or, violation. The Buyer agrees not to contaminate the air, soil or water table on, above, around and under the Premises and should it contaminate the Premises, as defined by established laws, regulations or codes by governments or agencies, it will immediately cease such contamination and cure any existing contamination that it has caused at its sole cost. Premises acreage may be subject to change or vary based upon retention requirements. The Buyer indemnifies and holds harmless the Seller, and shall correct, at its expense, any environmental or contamination violation as judged by governments, or, agencies related to established laws, regulations and codes.

10. NOTICES. Any notice necessary under this Agreement may be sent to the last known address of the respective parties herein. If to:

Seller: Taft-Vineland Properties, Inc.  
Address: 365 W. Taft-Vineland Rd., Suite 105  
Orlando, FL 32824

Buyer: Jumbo Tires, LLC  
Address: 11435 Rocket Blvd., Unit 108  
Orlando, FL 32824

11. POSSESSION/FIRST PAYMENT. Buyer shall take possession of the Property on or about November 1, 2017, assuming all conditions precedent to entering this Agreement are met. FIRST MONTHLY PAYMENT SHALL BEGIN DECEMBER 1, 2017.
12. BINDING NATURE OF AGREEMENT. All covenants, conditions and terms of this Agreement shall be binding on the respective parties, their heirs, successors, executors, personal representatives, and/or assigns.
13. GOOD REPAIR/NEGLECT/UNLAWFUL CONDUCT ON PROPERTY. In addition to Buyer's obligations under Section 12 above, Buyer shall not permit, commit or suffer waste and shall maintain the subject property and any improvements at all times in good repair, and shall not do or allow any act, conduct or circumstance on the real property that affects the value of the same or the security of the Seller's title. Neglect, unlawful conduct, and failure or refusal by Buyer to repair or maintain the subject real property on the part of the Buyer shall give the Seller the option to make such repairs or cause the same to be made, and advance money pursuant thereto, which sums advance or costs of repairs and maintenance shall be the obligation of the Buyer and shall be secured by this Agreement.
14. PLURAL/GENDER NEUTRAL. The words Seller and Buyer herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.
15. LOT SPLIT/750 CENTRAL FLORIDA PKWY ADDRESS. Buyer understands and agrees it is not buying the entire Property located at the Central Florida Parkway location but that Seller shall apply for and obtain a "lot split" more specifically identifying and demarcating in full, (with appropriate legal description, parcel and tax identifications, etc., the Property to be in the possession of the Buyer at the time of this Agreement and the eventual ownership by Buyer.
16. CHOICE OF LAW/VENUE. This Agreement, all modifications, and any and all transactions contemplated by the terms of the same shall be construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of the courts of the Ninth Judicial Circuit of the State of Florida and the county wherein the subject real property lies. In the event that litigation results from or arises out of the breach or alleged breach of any of the covenants, terms and conditions hereof, the prevailing party in said civil action shall be entitled to be reimbursed by the other party for attorneys' fees and costs associated with

bringing the same.

17. SEVERABILITY. If any part or portion of this Agreement is adjudicated as null and void, the remainder shall, notwithstanding said nullification, remain in full force and effect.

18. AUTHORITY TO ENTER AGREEMENT. Each party herein attests to having full authority in entering this Agreement. Furthermore, the Seller warrants that it is possessed of legal title to the subject real property and that it has obtained it lawfully and that said property is free and clear of all claims by third parties.

19. RECORDING. This Agreement may be recorded at the absolute discretion of the Seller.

A. Neither Buyer nor Seller shall not place or cause to be placed any additional liens and/or encumbrances under property during the term of the Agreement of Deed.

[SIGNATURE AND EXHIBIT PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written above.

**SELLER:**

WELCOME HOLDINGS, LLC,  
a Florida limited liability company

**WITNESSES**

By: [Signature]

Print: Peter D. Madison

Title: MEM

Date: 10/16/17

Witness 1 [Signature]

Print: Debbie R. Chalifoux

Witness 2 [Signature]

Print: Natasha Russell

INDIVIDUALLY/JOINTLY AND SEVERALLY/PERSONAL GUARANTORS:

[Signature]  
JOHN B RUSSELL

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

[Signature]  
PETE MADISON

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

**BUYER:**

JUMBO TIRES, LLC,  
a Florida limited liability company

By: [Signature]

Print: MIQUEL CASTELLANO

Title: G.M.

Date: 10-16-17

Witness 1 [Signature]

Print: Debbie R. Chalifoux

Witness 2 [Signature]

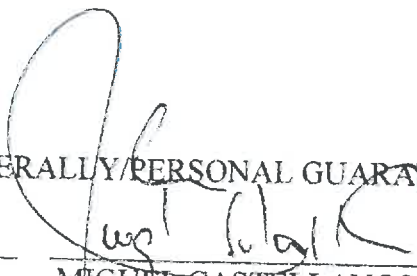
Print: Natasha Russell



INDIVIDUALLY/JOINTLY AND SEVERALLY/PERSONAL GUARANTORS:

  
CARLOS RESTREPO

Date: 10/16/17

  
MIGUEL CASTELLANOS

Date: 10-16-17