

Eckoff, Michael

From: Jumbo Tires Llc. <jumbotires@att.net>
Sent: Friday, July 31, 2020 12:33 PM
To: Eckoff, Michael
Cc: Hall, Daniel K.
Subject: Re: Scheduled Waste Tire Processing Facility and Waste Tire Collector Inspections of Jumbo Tires LLC - Orlando
Attachments: EMERGENCY PREPAREDNESS Manual 3-8-18 (2).pdf; WASTE TIRE TRANSPORT ACTIVITY RECORD.pdf; OC FIRE DEPARTMENT INSPECTION REPORT.pdf

Good Afternoon Mr Eckoff,

Please tell the inspector that we will be here at 9 am to open the door, so he can perform the inspection. Per your request I am attaching the following documents, see below comments in red. I also sending you a copy of the Orange county Fire Department inspection report

1. A copy of the applicable records for the past eighteen (18) months required by Rule 62-711.530(4), Florida Administrative Code (F.A.C.); **Can you please send me a sample of the documents that you are looking for.**
2. A copy of the current emergency preparedness manual required by Rule 62-711.540(1)(c), F.A.C.; **attached**
3. A copy of the records for the past 18 months required by Rule 62-711.540(1)(g), F.A.C.; **Can you please send me a sample of the documents that you are looking for.**
4. According to the most recent registration dated 2/28/2020, it appears you collect waste tires from the public. A copy of receipts of waste tire pick-ups from your customers for the past three years required by Rule 62-711.520(6)(b), F.A.C.; and **We currently have the license to collect tires, but we are not collecting tires from any facilities. see attchment**
5. A copy of receipts or other documentation of where the waste tires were deposited for the past three years required by Rule 62-711.520(6)(c), F.A.C. **It will be send in a seperate email. The file is too big to be attached to this email.**

Thank you,

Adriana Tejada
JUMBO TIRES
750 CENTRAL FLORIDA PKWY
SUITE 120
ORLANDO, FL 32824
PH: 1-407-812-6950
CL: 1-321-443-6051

On Thursday, July 30, 2020, 03:22:56 PM EDT, Eckoff, Michael <michael.eckoff@floridadep.gov> wrote:

Good afternoon,

Due to current health concerns I am notifying you in advance of planned waste tire processing facility and waste tire collector compliance evaluation inspections scheduled for Jumbo Tires LLC located at 750 Central Florida Pkwy, Orlando, Florida. The inspection is scheduled for Monday, August 3, 2020. The inspector will be at your facility at approximately 9:00 AM.

Please take this opportunity to reduce the contact time between our staff by having the following records emailed to me:

1. A copy of the applicable records for the past eighteen (18) months required by Rule 62-711.530(4), Florida Administrative Code (F.A.C.);
2. A copy of the current emergency preparedness manual required by Rule 62-711.540(1)(c), F.A.C.;
3. A copy of the records for the past 18 months required by Rule 62-711.540(1)(g), F.A.C.;
4. According to the most recent registration dated 2/28/2020, it appears you collect waste tires from the public. A copy of receipts of waste tire pick-ups from your customers for the past three years required by Rule 62-711.520(6)(b), F.A.C.; and
5. A copy of receipts or other documentation of where the waste tires were deposited for the past three years required by Rule 62-711.520(6)(c), F.A.C.

I will review financial assurance and quarterly reports you submitted at a later date and provide comments if necessary.

I will also have to conduct a physical inspection of the facility, including any waste tires stored onsite and the vehicles used to transport waste tires.

If you have any questions, please email me.

Thank you,



Michael Eckoff

Environmental Consultant

Compliance Assurance Program

Central District

michael.eckoff@floridadep.gov

Office: 407.897.4308



Looking to file a Notice, Registration, or Self-certification? Need a permit determination fast? You can even submit a permit application and make a payment!

Try DEP's Business Portal. It's easy and quick. Just click the button below.





WASTE TIRE PROCESSING FACILITY

Version II

Date: 2-28-18 (revised)

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:

FAC 62-711.400 Waste Tire Prohibitions.

(1) No person may maintain a waste tire site unless such site is an integral part of a permitted waste tire processing facility, except as provided in Rule 62-711.500, F.A.C. For the purpose of this rule, “an integral part of a waste tire processing facility” means the waste tire site is on the same property as the processing facility.

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 6,000 tires=60 ton)***
 - i. ***Max. daily throughput: up to 8,000 tires (80 ton)= max storage***
 - ii. ***Planned daily throughput: 385 tires (3.85 ton)=(100,000 tires/260 work days)***
 - iii. ***Annual throughput: 100,100 tires (1,001 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

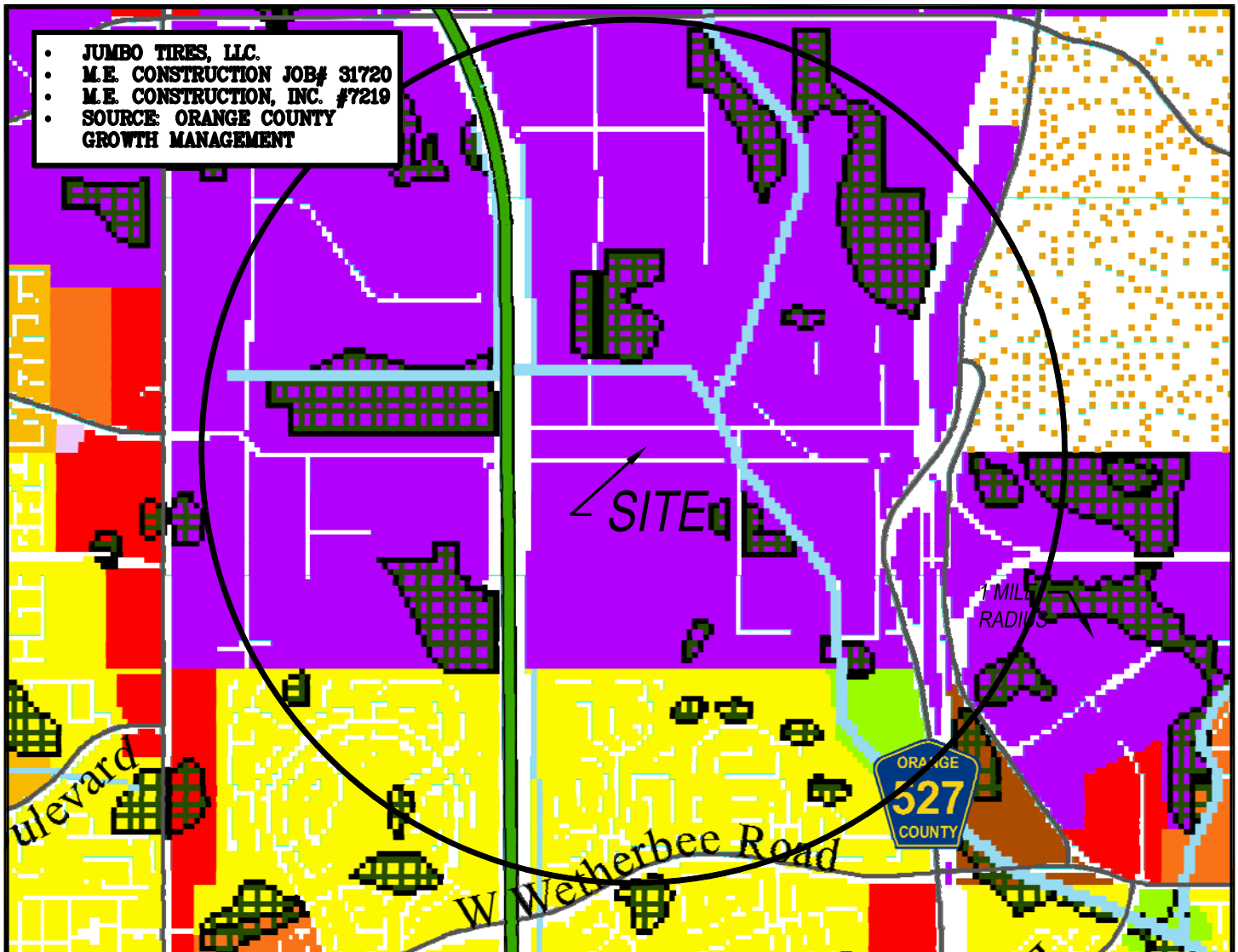
Future Land Use Map

Zoning Map

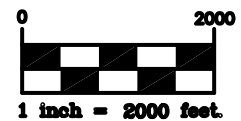
W Wetherbee Road

DATE _____

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



2010 - 2030 Comprehensive Plan Future Land Use Map



Rural *	Neighborhood Activity Corridor	Industrial	Conservation	Neighborhood West
Rural 111	Neighborhood Center	Industrial	Rural Settlement	Town Center
Rural 112	Neighborhood Residential	Education	Urban Service Area	Village I
Rural 115	Activity Corridor Residential	Park/Recreation	Classroom Center	Village II
Low Density Residential	Activity Corridor Mixed Use	Preservation	Innovation Way Overlay	Village III
Low-Medium Density	Community Village Center	Planned Development	Wildlife Protection Area	Suburban Village
Medium Density Residential	Village	Water Body	Wildlife Study Area	Urban Village
High Density Residential	Office	Municipalities/Institutions	Recreation State Park	
Traditional Neighborhoods	Community	Innovation Way MDC	Urban Protection Area	

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 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 Hospital Kissimmee:		Phone: 407-846-4343
FDEP Central District, Switchboard		Phone: 407-897-4100

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. **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 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 uncontrollable.
 3. Retrieve the nearest fire extinguisher & engage to contain the fire.
- If, Fire spreads & is uncontrollable 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.

Waste water generated from fire sprinkler systems or other firefighting means shall be contained after the fire and disposed of properly. FDEP shall be contacted concerning testing and disposal procedures of waste water and debris after the fire.

Re-opening after a Fire or Other Emergency:

In the event of a fire or other emergency, 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. Contact information is located on page 1.

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: 3/2/2018
InspectionType: Reinspection
Inspected By: James Thomas

Insp. Result	Location	Code Set	Code
Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.1.9 - Fire Protection System - System out of service greater than four hours.

OK Cleared on 3/2/2018

Code Text:

When a fire protection system is out of service for more than 4 hours in a 24-hour period, the AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has been returned to service.

Fail - Cleared	Floor 1	FL NFPA 01 13 Chapter 13 Fire Protection Systems	13.1.10 - Fire watch until system repaired.
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OK Cleared on 3/2/2018

Code Text:

In the event of a failure of a fire protection system or an excessive number of accidental activations, the AHJ shall be permitted to require an approved fire watch until the system is repaired.

Inspector Comments:

Arrived at location for re-inspection for the Monitoring System for the Sprinkler System.
Met with Adrianna, who escorted me to the Alarm Panel. System active and functioning.
Alarm company technician on site, performed test of system and system activated properly.
All issues have been corrected.

Thank you for keeping your business and the community safe!

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

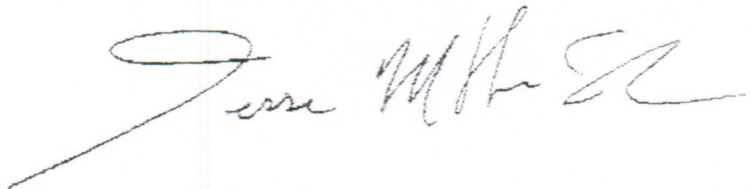
01/29/2018

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 012,113,114,115,116,017,018,019,020, 021,122,123) McGee Tire Inc. has collected tires from Jumbo Tires LLC from 01/01/2012 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 \$8,000.00 USD which includes pick up, hauling and disposal of all tires

Thank you,

Jesse McGee

A handwritten signature in black ink, appearing to read 'Jesse McGee', is written over a horizontal line.

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 (16th) 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: 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

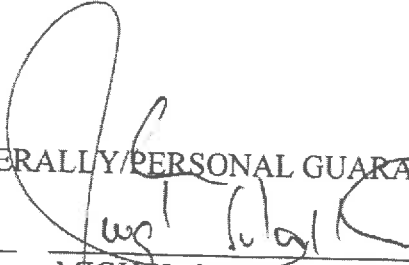
Witness 2 [Signature]

Print: Natasha Russell

INDIVIDUALLY/JOINTLY AND SEVERALLY/PERSONAL GUARANTORS:

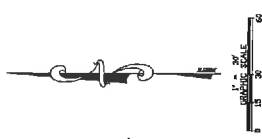

CARLOS RESTREPO

Date: 10/16/17


MIGUEL CASTELLANOS

Date: 10-16-17

1" = 30'
GRAPHIC SCALE
0 15 30 45 60
feet

[illegible][illegible]

SE CORNER LOT 8
FND 4" X CONC.
MONUMENT - NO NUMBER

337.99 (PBM)

N 69° 45' 54" E


SE CORNER LOT
FND 1" IRON ROD
NO NUMBER

FND 3/4" IRON PIPE
& CAP "HTD&A"
0.11W ON LINE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Galen K. Bell, PSM #4224	Date
	09/28/17

DATE:	
1. 10-18-17	ADD NEW SPACES GKB



Surveying Central Florida for 50 years
1242 EUNORE DR.
ORLANDO, FL 32808
Phone (407) 272-4100
e-mail: spbl42724@chcnc.com

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-22-2011 BY 60322 UCBAW/SJS

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PARKING SPACES

REQUIREMENTS:

OFFICE REQUIREMENTS 1 PARKING SPACE FOR EACH 200 SF

PARCEL A
OFFICE HAS 4959 SF REQUIREMENT 25 SPACES
WAREHOUSE HAS 5055 SF REQUIREMENT 5 SPACES
EXISTING PARKING SPACES 30 SPACES

PARCEL B
OFFICE HAS 4140 SF REQUIREMENT 21 SPACES
WAREHOUSE HAS 24935 SF REQUIREMENT 25 SPACES
TRUCK WASH HAS 1721.1 SF REQUIREMENT 10 SPACES
EXISTING PARKING SPACES 56 SPACES

[illegible]

AL DESCRIPTION (AS FURNISHED)
 ABOUT 200.00 FEET OF THE WEST 440.00 FEET OF LOT 4, FREEDOM INDUSTRIAL PARK
 PLANT 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 PAGE 37,
 THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

WEST 140.00 FEET OF THE EAST 280.00 FEET OF LOT 4, REGENCY INDUSTRIAL PARK IN 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8 PAGE 37, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LENDING: 187606.2 BF ON 4.04 ACRES MORE OR LESS

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Statement of No Activity

No waste tire transport activity was recorded
during the First Quarter of 2019.

Jumbo Tires Inc

Print Company Name

WT-19-2011

Orange County License Number

Miguel Castellanos

Print Owner / Manager Name

Miguel Castellanos

Owner / Manager's Signature

4/1/19

Date

Mail or fax this form to:

Attention: Mindy Aitken
Orange County Solid Waste Division
Waste Tire Program
5901 Young Pine Road
Orlando, FL 32829

Fax: 407-836-6658

Statement of No Activity

No waste tire transport activity was recorded
during the Second Quarter of 2019.

Jumbo tires llc

Print Company Name

WT-19-2011

Orange County License Number

Miguel Castellanos -

Print Owner / Manager Name

Miguel Castellanos

Owner / Manager's Signature

7/1/19

Date

Mail or fax this form to:

Attention: Mindy Aitken
Orange County Solid Waste Division
Waste Tire Program
5901 Young Pine Road
Orlando, FL 32829

Fax: 407-836-6658

Statement of No Activity

No waste tire transport activity was recorded
during the Third Quarter of 2019.

Jumbo Tires LLC

Print Company Name

WT-19-2011

Orange County License Number

Miguel Castellanos

Print Owner / Manager Name

Miguel Castellanos

Owner / Manager's Signature

10/1/19

Date

Mail or fax this form to:

Attention: Mindy Aitken
Orange County Solid Waste Division
Waste Tire Program
5901 Young Pine Road
Orlando, FL 32829

Fax: 407-836-6658

Statement of No Activity

No waste tire transport activity was recorded
during the Fourth Quarter of 2019.

Jumbo Tires LLC

Print Company Name

WT-19-2011

Orange County License Number

Miguel Castellanos

Print Owner / Manager Name

Miguel Castellanos

Owner / Manager's Signature

1/2/20

Date

Mail or fax this form to:

Attention: Mindy Aitken
Orange County Solid Waste Division
Waste Tire Program
5901 Young Pine Road
Orlando, FL 32829

Fax: 407-836-6658

Statement of No Activity

No waste tire transport activity was recorded
during the **First Quarter of 2020.**

Jumbo Tires Inc

Print Company Name

2011

Orange County License Number

Carlos Restrepo -

Print Owner / Manager Name



Owner / Manager's Signature

4/1/2020 -

Date

Mail or fax this form to:

Attention: Mindy Aitken
Orange County Solid Waste Division
Waste Tire Program
5901 Young Pine Road
Orlando, FL 32829

Fax: 407-836-6658

Statement of No Activity

No waste tire transport activity was recorded
during the Second Quarter of 2020.

JUMBO TIRES LLC

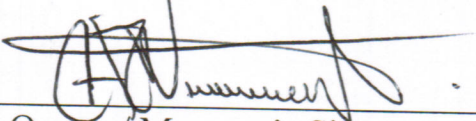
Print Company Name

2011

Orange County License Number

CARLOS A RESTREPO

Print Owner / Manager Name



Owner / Manager's Signature

07/01/2020

Date

Mail or fax this form to:

Attention: Mindy Aitken
Orange County Solid Waste Division
Waste Tire Program
5901 Young Pine Road
Orlando, FL 32829

Fax: 407-836-6658



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

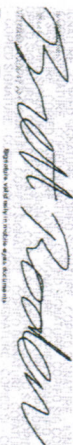
Occupant Name:	Junbo Tires	Inspection Date:	2/27/2020
Address:	750 Central Florida Parkway	Inspection Type:	Moderate Hazard Occupancy Periodic Inspection
Suite:		Inspected By:	Brett Roden
City:	Orlando		

You have passed your inspection. If you have any questions, please call our office. **No Violations.**

Inspector Comments: 2020 Moderate Hazard Occupancy Inspection: Full Inspection done in accordance with Florida Fire Prevention Code 1 and 101. Arrived at location in reference to an Annual inspection of a tire storage warehouse. Met with Office Manager Adrianna and was directed around warehouse to visually inspect. All ok at time of inspection.

Thank you for keeping your business and the community safe!

Company Representative:  SIGNATURE COPIED SIGNATURE
Signature valid only in mobile-eyes documents
Adrianna Tejada(signature unavailable)
2/27/2020

Inspector: 
Brett Roden
2/27/2020

Ref: 35446