



# 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: US 27 Tires, LLC \_\_\_\_\_

2. Applicant Street Address: \_\_\_\_\_

3. City: Lake Hamilton County: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Applicant Mailing Address: \_\_\_\_\_

5. City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Contact person: \_\_\_\_\_ Phone: (863) 248-2911 FEID No: \_\_\_\_\_

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: \_\_\_\_\_

2. Facility Street Address (Main Entrance): \_\_\_\_\_

3. City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Facility Mailing Address: \_\_\_\_\_

5. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Contact Person: \_\_\_\_\_ Phone: ( \_\_\_\_\_

7. Facility Location Coordinates:

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

8. Anticipated date for starting construction \_\_\_\_\_ and for completion of construction \_\_\_\_\_

9. Anticipated date for receipt of tires \_\_\_\_\_ and for start of processing \_\_\_\_\_

**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: \_\_\_\_\_
2. Land owner's mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Authorized Agent: \_\_\_\_\_ Agent's phone (\_\_\_\_) \_\_\_\_\_
5. Current lease expires: \_\_\_\_\_

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

1. Operator's name: \_\_\_\_\_
2. Operator's mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Contact person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**E. Preparer of Application:**

1. Name of person preparing application: \_\_\_\_\_
2. Mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Phone: (\_\_\_\_) \_\_\_\_\_
5. Affiliation with facility: \_\_\_\_\_

**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 \_\_\_\_\_

**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 (# tires)	Indoor Storage (tons)	Indoor Storage (# tires/sq. ft.)	<b>Total Storage (tons)</b>
Whole waste tires:	_____	_____	_____	_____	_____
Processed/tires:	_____	_____	_____	_____	_____
Processing residuals:	_____	_____	_____	_____	_____
TOTALS:	_____	_____	_____	_____	_____

- D. For reporting quantity of tires in tons, tires will be: weighed on site ☐ weighed off site ☐  
weights will be calculated ☐

- . 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 \_\_\_\_\_  
2. Street address: \_\_\_\_\_  
3. City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part III-Attachments:**

**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
  - . Location of all disposal areas within the facility.

**3 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.
  - . 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.
  - . 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.
  - . 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 US 27 Tires, LLC  
is aware that statements made in this form and attached information are an application for a  
Waste Tire Processing 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.

Ali Belfakir  
Signature of Applicant or Authorized Agent

ALI BELFAKIR, owner 9/21/2018  
Name and Title 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.

Dale C. Konas  
Signature

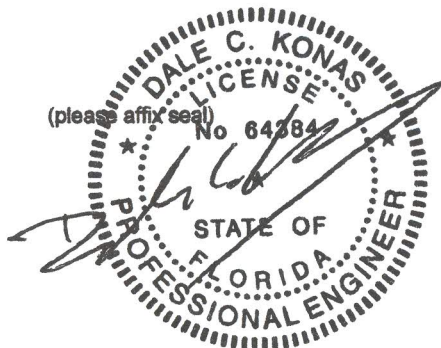
5 Old Dock Rd  
Mailing Address

Dale C. Konas, Principal Engineer  
Name and Title

Yaphank, NY 11980  
City, State, Zip

64384  
Florida Registration Number

(631) 924-3001  
Telephone number



9/20/18  
Date

## **PART III – ATTACHMENTS:**

### **A. FACILITY DESIGN**

1. PLOT PLANS/FACILITY DESIGN
2. TOPOGRAPHIC SECTION MAPS
3. ZONING MAP
4. NATIONAL WETLANDS INVENTORY MAP
5. PROPERTY APPRAISER MAPS & LEGAL BOUNDARIES
6. WELL LOCATIONS – NONE WITHIN IMMEDIATE VICINITY



### LEGEND:

— = SURFICIAL RUNOFF

GRASS

GRASS

DRAINAGE SWALE

US HIGHWAY 27 (SOUTHBOUND)

ABL  
TECHNOLOGY

PARKING

ART'S GOLF CARS (29630)

(CART STAGING)

PARKING

B&B LANDSCAPING

RETENTION  
POND

GOLF STUFF (29620)

GRASS

SERVPRO  
FIRE WATER CLEANUP

PARKING

RETENTION  
POND

US 27 TIRES (29612)

SEPTIC  
DRAINFIELD

PARKING

ACCESS ROAD

DRAINAGE SWALE

US HIGHWAY 27 (NORTHBOUND)

GRASS

PARKING

DELI FRESH FOODS II  
(29606)

GRASS

PARKING

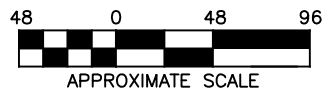
R&K WELDING (29600)

PARKING

CHAIN LINK FENCE

GRASS

STORAGE KING USA  
(VEHICLE STAGING)



APPROXIMATE SCALE

FIGURE #

1

VICINITY MAP

REVISED BY: W.H.  
AUGUST 15, 2018

APPROX. SCALE:  
1" = 96'

DRAWN BY: W.H.  
AUGUST 15, 2018

US 27 TIRES, LLC  
29612 HIGHWAY 27  
LAKE HAMILTON, POLK COUNTY, FLORIDA 33838

**EnviroTrac**  
5309 56TH COMMERCE PARK BLVD., TAMPA, FL  
PHONE: (813) 626-8443 / FAX: (813) 628-8479



### LEGEND:

— = SURFICIAL RUNOFF  
BUILDING SQUARE FOOTAGE = 9,000 SF (150' X 60')  
MAXIMUM OF 5,300 PASSENGER TIRES

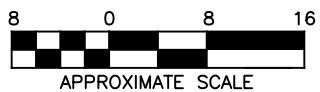
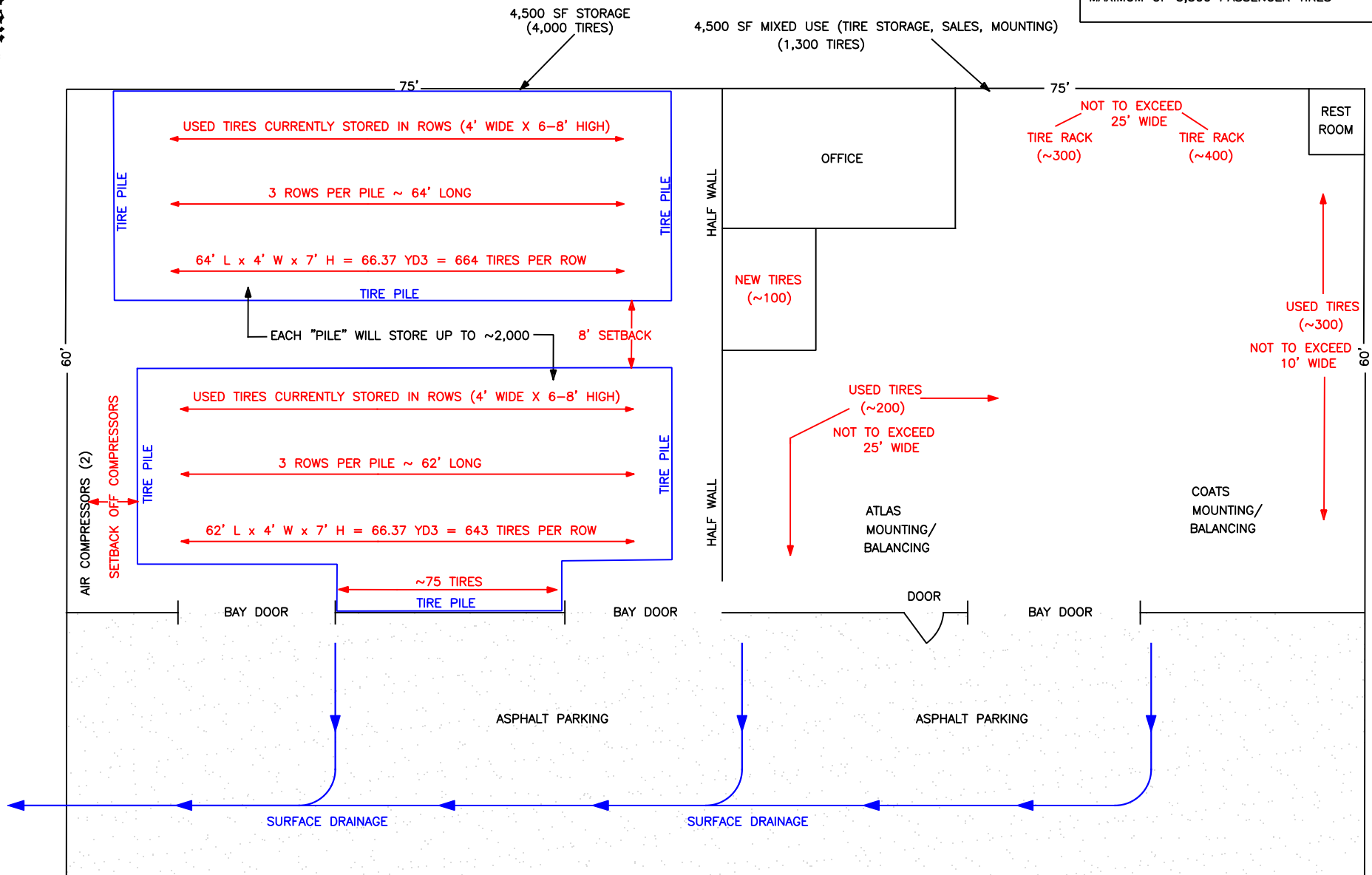


FIGURE #  
2

#### BUILDING DETAIL

REVISED BY: W.H.  
AUGUST 15, 2018

APPROX. SCALE:  
1" = 16'




DRAWN BY: W.H.  
AUGUST 15, 2018

US 27 TIRES, LLC  
29612 HIGHWAY 27  
LAKE HAMILTON, POLK COUNTY, FLORIDA 33838

**EnviroTrac**  
5309 56TH COMMERCE PARK BLVD., TAMPA, FL  
PHONE: (813) 626-8443 / FAX: (813) 628-8479



### LEGEND:

-  = PRIMARY EXIT ROUTE
-  = SECONDARY EXIT ROUTE
-  = FIRE EXTINGUISHER LOCATION

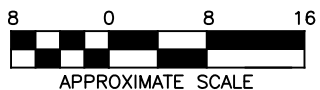
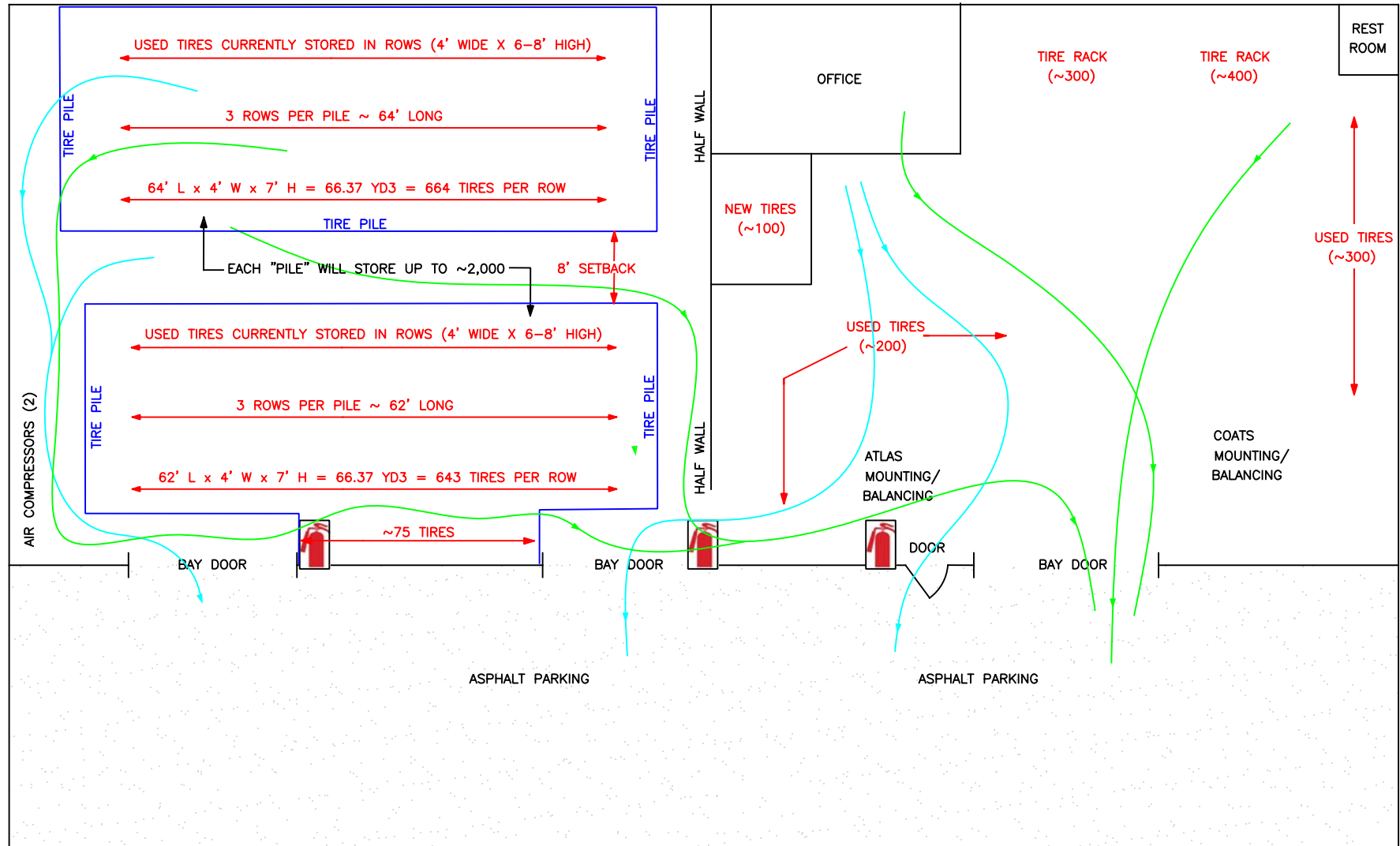


FIGURE #  
3

#### EMERGENCY EXIT ROUTE

REVISED BY: W.H.  
AUGUST 15, 2018

APPROX. SCALE:  
1" = 16'

DRAWN BY: W.H.  
AUGUST 15, 2018

US 27 TIRES, LLC  
29612 HIGHWAY 27  
LAKE HAMILTON, POLK COUNTY, FLORIDA 33838

**EnviroTrac**  
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PHONE: (813) 626-8443 / FAX: (813) 626-8479





4,000-ft. Radius

US 27 Tires

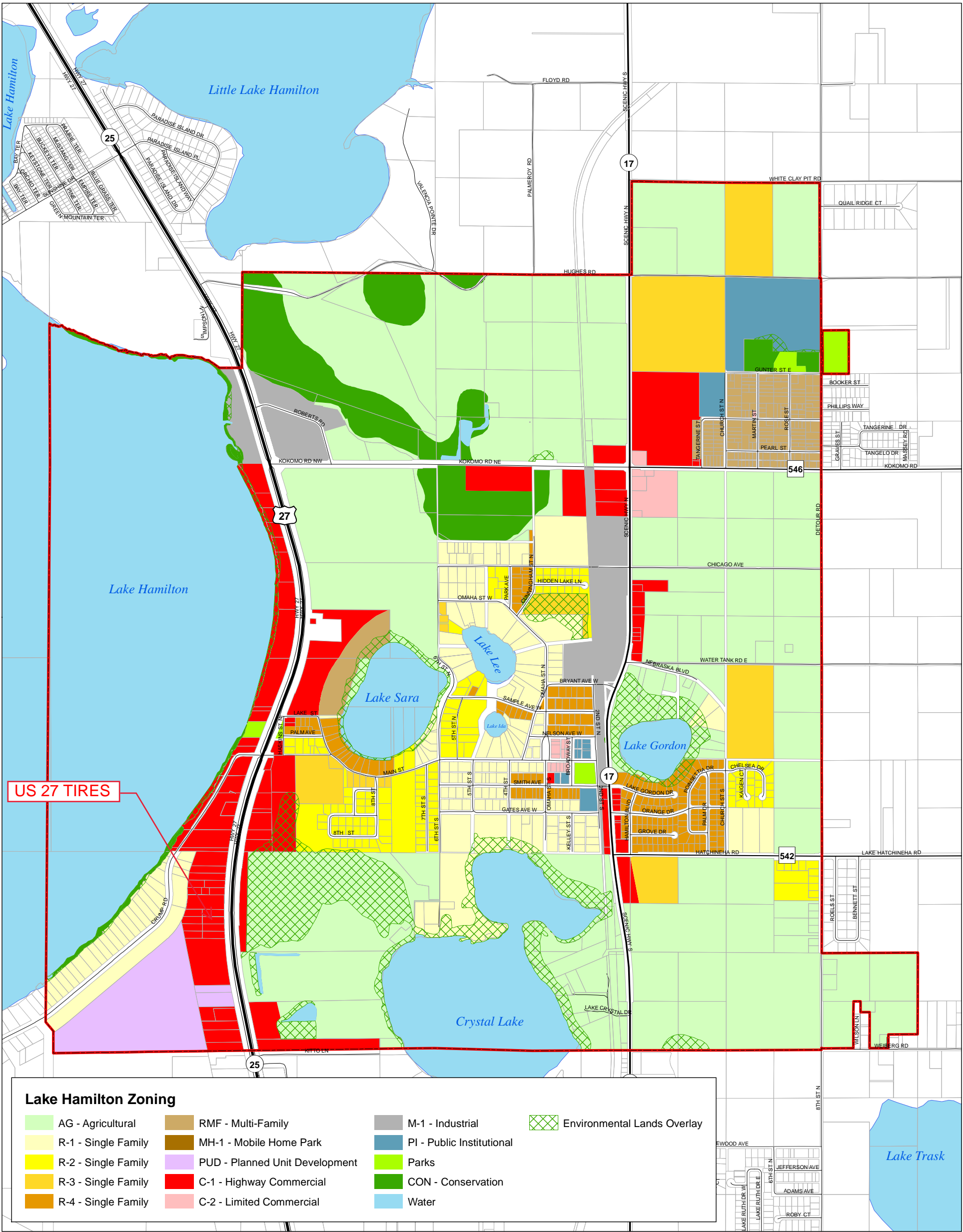




WINTER HAVEN, FLA TOPO MAP, 1983



TOWN OF LAKE HAMILTON - ZONING MAP



Lake Hamilton Zoning

- |                     |                                |                           |                             |
|---------------------|--------------------------------|---------------------------|-----------------------------|
| AG - Agricultural   | RMF - Multi-Family             | M-1 - Industrial          | Environmental Lands Overlay |
| R-1 - Single Family | MH-1 - Mobile Home Park        | PI - Public Institutional |                             |
| R-2 - Single Family | PUD - Planned Unit Development | Parks                     |                             |
| R-3 - Single Family | C-1 - Highway Commercial       | CON - Conservation        |                             |
| R-4 - Single Family | C-2 - Limited Commercial       | Water                     |                             |

I hereby certify that this is the Official Zoning Map of the Town of Lake Hamilton, Florida.

*Marlene M. Wagner*

Marlene M. Wagner, Mayor

DISCLAIMER:  
The information on this map should be considered conceptual and subject to change.  
This map is not a survey.

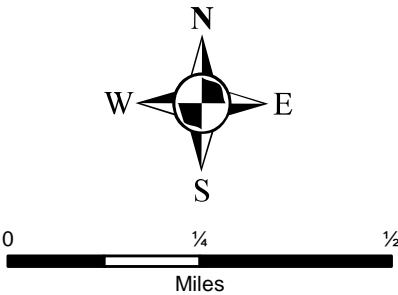
Data Sources:  
Central Florida Regional Planning Council  
Florida Department of Transportation  
Polk County Property Appraiser  
Town of Lake Hamilton

Date: 6/21/2013  
Document Path: D:\Projects\Current\_Jurisdiction\_maps\Lake Hamilton\LakeHamilton\_ZON\_portrait\_040213.mxd

General Legend

- Lake Hamilton Town Boundary
- Parcels
- US Highways
- State Roads
- County Roads
- Local Roads
- Railroads
- Water Bodies

Updated per  
Ordinance no. 2013-03  
April 2, 2013



Town of Lake Hamilton  
100 Smith Avenue, P.O. Box 126  
Lake Hamilton, FL 33851  
Phone: (863) 439-1910  
www.townoflakehamilton.com



CENTRAL FLORIDA REGIONAL PLANNING COUNCIL  
555 East Church Street, Bartow, FL 33830-3931  
P.O. Box 2089, Bartow, FL 33831-2089  
(863) 534-7130 - SUNCOM 515-2025  
Fax (863) 534-7138 - Toll Free (800) 297-8041  
www.cfrpc.org



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## NWI MAP



August 13, 2018

### Wetlands

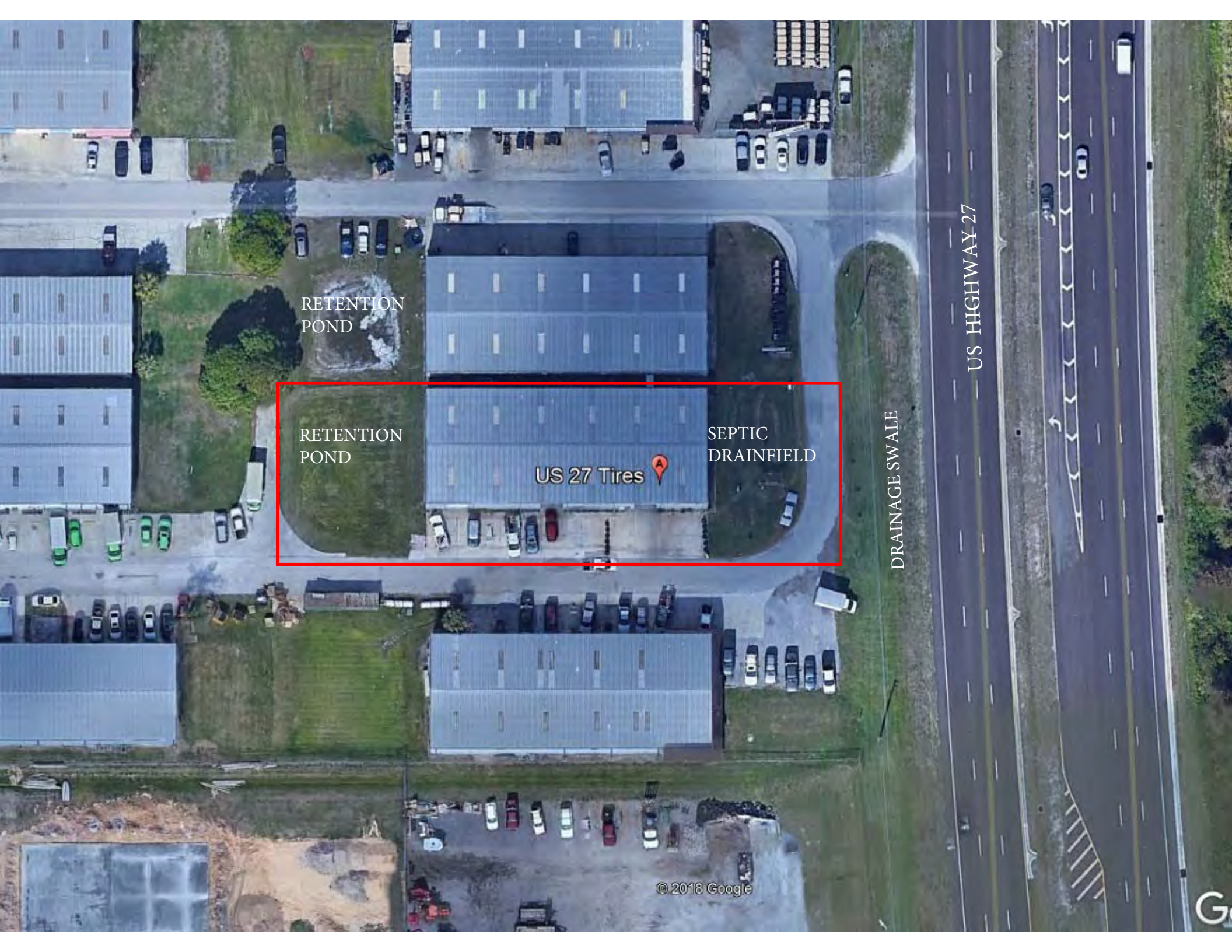
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.





RETENTION  
POND

RETENTION  
POND

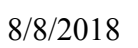
US 27 Tires


SEPTIC  
DRAINFIELD

DRAINAGE SWALE

US HIGHWAY 27





[Home Page](#) » [Return To Search Results](#)**Parcel Details: 27-28-20-000000-031110** TAX EST PRT CALC 3rd HX EST PRC TRIM TAX BILL**Owners**

CYPRESS CONSTRUCTION CO OF WINTER HAVEN 100%

**Mailing Address**Address 1 **46 BREAM ST**

Address 2

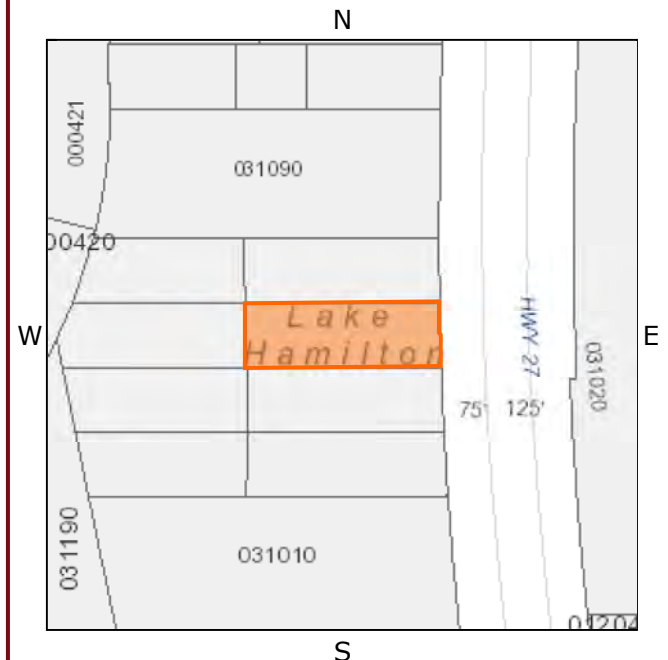
Address 3 **HAINES CITY FL 33844-9621****Site Address**Address 1 **29620 HWY 27**

Address 2

City **DUNDEE**State **FL**Zip Code **33838-****Parcel Information**Neighborhood **6666.30**  
[Show Recent Sales in this Neighborhood](#)Subdivision **NOT IN SUBDIVISION**Property (DOR) **Wh,Distrib,Term,Truck under 20,000**  
Use Code **sf (Code: 4820)**Acreage **0.69**Taxing District **LAKE**  
**HAMILTON/SWFWMD (Code: 90450)**[Community  
Redevelopment  
Area](#) **NOT IN CRA****Property Desc**

**DISCLAIMER:** This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

BEG AT INTERSECTION OF N-LINE OF SEC & W R/W OF U S HWY 27 RUN SLY ALONG R/W 900.01 FT TO POB RUN SLY ALONG R/W 100.02 FT W 303.86 FT N 99.98 FT E 301.06 FT TO POB

**Area Map****Mapping Worksheets (plats) for 272820**[Mapping Worksheet Info](#)  
[Section\\_272820.pdf](#)

## Linked Tangible Personal Property Accounts

**Note:** Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel.

### TPP Account(s)

+ List of Accounts

## Sales History

**Important Notice:** If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Click here for a list of the [system requirements](#) that the Clerk's office deems necessary in order to view the deed. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the [online records of the Clerk of the Circuit Court](#). In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
<a href="#">2536/2229</a>	06/1987	W	V		\$58,000

## Exemptions

**Note:** The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB –second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
------	--------	-------------	-------------	----------	-----------	------	-------

If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2018 tax year, the allowable total household adjusted gross income received during 2017 could not exceed \$29,454. If your total household adjusted gross income exceeded this limit, **YOU MUST NOTIFY THIS OFFICE**. Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. **Improperly claiming any exemption could result in a lien against your property.** If you would like to receive a notice of renewal electronically, please send us an email at [paoffice@polk-county.net](mailto:paoffice@polk-county.net) with your name, property address, and confirmation of your request.

## Buildings

### BUILDING 1 (1427 - STORAGE WAREHOUSE)

#### Building Characteristics

**29620 HWY 27**

**Total Under Roof:** 9,000 sqft

**Living Area (as originally constructed):** 9,000 sqft

**Actual Year Built:** 2002

**Effective Year:** 2002

**Wall Structure:** STEEL

Element	Units	Information
HEAT CODE		NA
EXTERIOR WALL		NONE
LIVING UNITS	1	
WALL HEIGHT	20	
Stories	1	





### Building Subareas

Code	Description	Total
BAS	BASE AREA	9,000
<b>Total Under Roof</b>		<b>9,000 ft<sup>2</sup></b>

### Extra Features (Current)

LN	Code	Description	BLD	Length	Width	Units	Year Built
1	CON	CONCRETE	0	0	0	3,300	2001

### PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **LAKE HAMILTON/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

### Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* Commercial/Industrial	N	S	0	0	30,223.00
* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.						

**NOTICE: All information ABOVE this notice is current (as of Monday, August 13, 2018 at 2:07:09 AM). All information BELOW this notice is from the 2018 Tax Roll, except where otherwise noted.**

### Value Summary (2018)

Desc	Value
Land Value	\$81,602
Building Value	\$264,935
Misc. Items Value	\$8,811
Land Classified Value	\$0
Just Market Value	\$355,348
*Cap Differential and Portability	\$0
Agriculture Classification	\$0

Assessed Value	\$355,348
Exempt Value (County)	\$0
Taxable Value (County)	\$355,348

**\*This property contains a Non Homestead Cap with a differential of \$0.**

### Values by District (2018)

District Description	Proposed Tax Rate	Assessed Value	Proposed Assessed Taxes	Exemption	Proposed Tax Savings	Taxable Value	Proposed Taxes
BOARD OF COUNTY COMMISSIONERS	7.156500	\$355,348	\$2,543.05	\$0	\$0.00	\$355,348	\$2,543.05
POLK COUNTY SCHOOL BOARD - STATE	4.003000	\$355,348	\$1,422.46	\$0	\$0.00	\$355,348	\$1,422.46
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$355,348	\$798.82	\$0	\$0.00	\$355,348	\$798.82
TOWN OF LAKE HAMILTON	9.000000	\$355,348	\$3,198.13	\$0	\$0.00	\$355,348	\$3,198.13
SOUTHWEST FLA WATER MGMT DIST	0.295500	\$355,348	\$105.01	\$0	\$0.00	\$355,348	\$105.01
		<b>Assessed Taxes:</b>	<b>\$8,067.47</b>	<b>Tax Savings:</b>	<b>\$0.00</b>	<b>Total Taxes:</b>	<b>\$8,067.47</b>

### Non-Ad Valorem Assessments (2018)

LN	Code	Desc	Units	Rate	Assessment
1	FI000	POLK COUNTY FIRE SERVICES	1.00	51.00	\$51.00
<b>Total Assessments</b>					<b>\$51.00</b>

### Taxes

Desc	Last Year	2018 Proposed
Taxing District	LAKE HAMILTON/SWFWMD (Code: 90450)	LAKE HAMILTON/SWFWMD (Code: 90450)
Millage Rate	22.0362	22.7030
Ad Valorem Assessments	\$7,263.50	\$8,067.47
Non-Ad Valorem Assessments	\$51.00	\$51.00
<b>Total Taxes</b>	<b>\$7,314.50</b>	<b>\$8,118.47</b>

**Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use the [Property Tax Estimator](#) to estimate taxes for this account.**

### Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per [Florida Statute 193.122\(2\), F.S.](#) This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

#### 2017

Land Value	\$81,602.00
------------	-------------

Building Value	\$250,200.00
Misc. Items Value	\$6,534.00
Just Value (Market)	\$338,336.00
SOH Deferred Val	\$12,378.00
Assessed Value	\$325,958.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$325,958.00

**2016**

Land Value	\$81,602.00
Building Value	\$229,444.00
Misc. Items Value	\$4,901.00
Just Value (Market)	\$315,947.00
SOH Deferred Val	\$19,622.00
Assessed Value	\$296,325.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$296,325.00

**2015**

Land Value	\$81,602.00
Building Value	\$204,800.00
Misc. Items Value	\$4,955.00
Just Value (Market)	\$291,357.00
SOH Deferred Val	\$21,971.00
Assessed Value	\$269,386.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$269,386.00

**2014**

Land Value	\$81,602.00
Building Value	\$157,829.00
Misc. Items Value	\$5,465.00
Just Value (Market)	\$244,896.00
SOH Deferred Val	\$0.00
Assessed Value	\$244,896.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$244,896.00

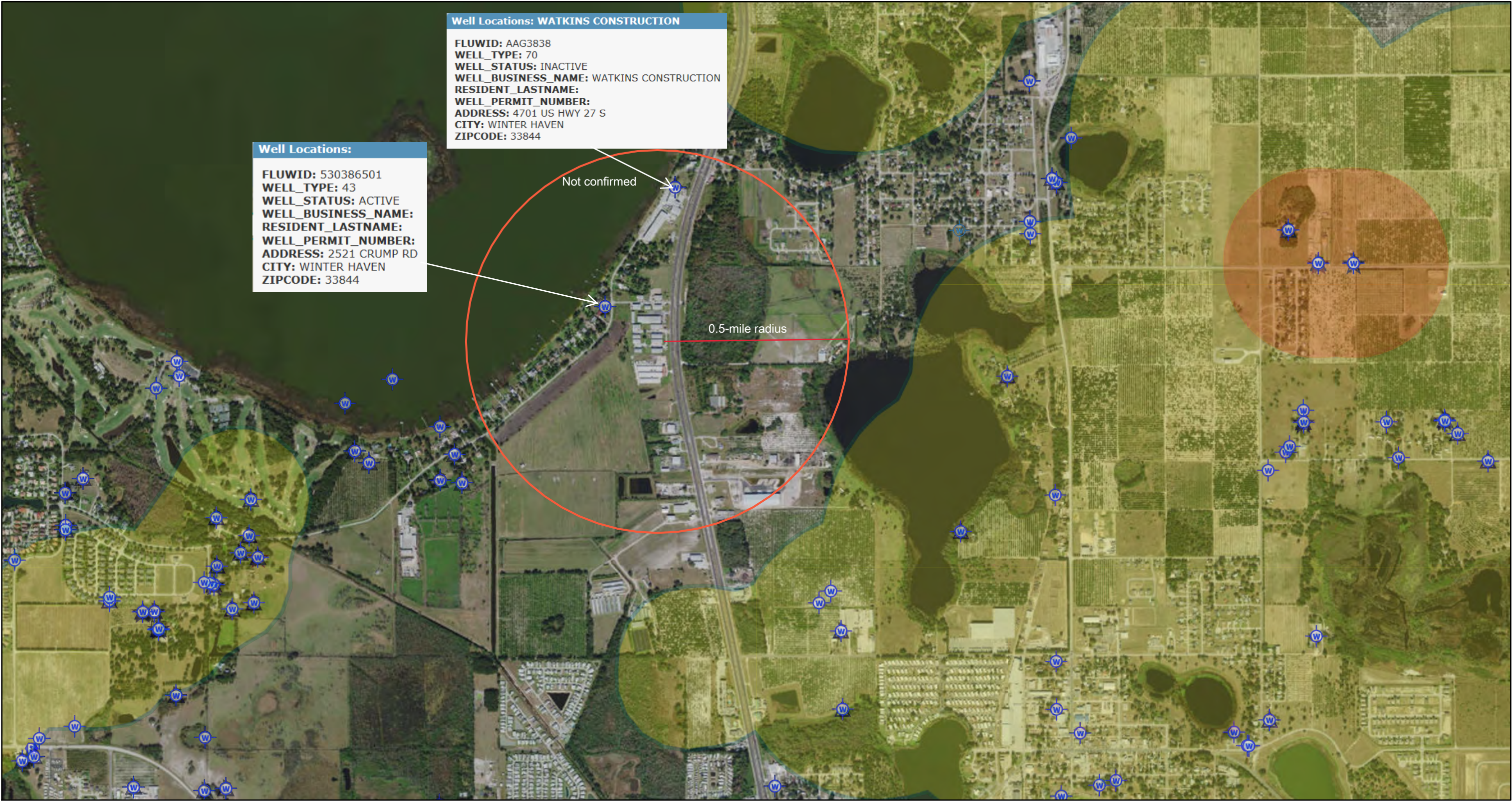
**DISCLAIMER:**

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Monday, August 13, 2018 at 2:07:09 AM



# FL DOH EH Water Well Locations



August 13, 2018

- Override 1
- Well Surveillance Area

Primary Metal Sample (Max)

- > MCL/HAL
- $\geq 1/2$  MCL/HAL ( $\geq 8$ mg/L)
- Sampled, No Detects Above Background
- No Sample Found for this analysis

Primary Metal Sample (In past 12 months)

- > MCL/HAL ( $> 10$ mg/L)
- $\geq 8$ mg/L
- Sampled, No Detects Above Background
- Not Sampled within 12 months for this analysis
- Never Sampled for this analysis

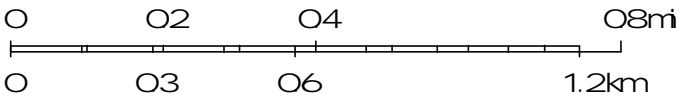
Fumigants Sample (Max)

- > MCL/HAL
- $\geq 1/2$  MCL/HAL
- $< 1/2$  MCL/HAL and  $\geq 1/4$  MCL/HAL
- $< 1/4$  MCL/HAL
- Sampled, No Detects
- No Sample Found for this analysis

Fumigants Sample (In past 12 months)

- > MCL/HAL
- $\geq 1/2$  MCL/HAL
- $< 1/2$  MCL/HAL and  $\geq 1/4$  MCL/HAL
- $< 1/4$  MCL/HAL
- Sampled, No Detects
- Not Sampled within 12 months

1:18,056



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



POTENTIAL POTABLE  
WELL (TYPICAL AT  
CRUMP RD.)







## B. FACILITY OPERATIONS

### 1. Operations Description:

US 27 Tires, LLC is a used tire sales business located on the west side of US-27 in Lake Hamilton. The facility is open from 8am to 6 pm six (6) days a week. US 27 Tires facility drivers personally collect tires and/or tires are delivered from wholesalers, dealerships, mechanic shops, etc. to their facility. Once the tires arrive, each tire casing is inspected and sorted. At this point the tires that do not pass inspection are deemed unsellable (junk) and will be temporarily stored onsite (< one month) then put in a box truck for offsite disposal or picked up by a disposal company (Miranda's Tires Recycling) for further recycling. The tires that pass inspection are sorted and stored by size predominantly in the western portion of the building awaiting resale. The facility is open to the public and customers purchase tires which are then placed on rims, and balanced. The tires are often mounted and drove off the property. The facility is capable of storing up to approximately 5,300 tires (100 new tires, 5,200 waste tires); the greater the allotted storage, the greater tire selection which increases sales and promotes business and community reputation. The public entrance is located on the south side of the warehouse building where the southeast bay door and/or conventional door remain open and unlocked during business hours for customers. Upon entry to the facility from the southeast portion of the building, there are two tire balancing stations and an area where tires are mounted on passenger vehicles (via floor jacks, no hydraulic lifts). The sales office is located in the northcentral portion of the warehouse and restrooms are located in the northeast corner. There are two tire rack areas which hold approximately 700 tires (3 racks high ~10', 16 tires per rack, double sided) situated along the northern wall and a small closet off the southern portion of the office which houses approximately 100 new tires. Additional tires (~500) are stored no higher than 8' in the eastern portion of the warehouse sales area, mainly along the eastern exterior wall (~300) and in the central portion near the interior half wall (~200). These tire piles, which are constantly changing, will not exceed 25 feet in width. More reasonably, piles will average only 2-3 tires wide as facility personnel need to be able to access each tire easily since this is a retail business and tire sales and mounting is conducted in a timely matter for customer service. The eastern exterior wall is 60' long and the tire storage along this wall encompasses generally less than half the length.

### Storage Description & Calculations

A half wall divides the eastern and western halves of the warehouse. The western portion of the warehouse is predominantly for tire storage only, with two air compressors are located in the southwest portion. The tires are kept in two general "piles" one which extends out to the south from the northern exterior wall and one which extends out north from the southern exterior wall. The two tire piles do not exceed 25' in width off the wall. There is an 8' setback between tire piles. Within each tire pile the tires are sorted, lined up and stored approximately 6-8' high in long rows approximately 4' wide and ~62-64' long, spaced approximately 3-4 feet apart for easy access as tires are rotated daily. Facility personnel do not use ladders so tires will not exceed 8' high. Additionally, since any given tire needs to be accessed at any given time, the tires will be stored in rows 2-3 tires wide with walking access between each row. The tire rows line up east to west beginning approximately 5-7' off the west exterior wall and extend toward the half wall, leaving approximately 5-6 feet of walking space. The western portion of the warehouse (4,500 sf) can store up to 4,000 tires while maintaining adequate spacing and not to exceed height limits.

Tires are currently stacked straight, eight tires high maximum. See picture below for the current storage in the western portion.



View of western portion of the warehouse, long rows extending east to west with 8' setback between piles

2. Equipment used:

- Coats Tire Changer & Balancer
- Atlas Tire Changer & Balancer
- Floor jacks



View of balance machine in eastern portion of the warehouse

3. Process Waste Handling:

All tires are collected from clients for resale purposes. Approximately 150-200 used tires are collected weekly and approximately 50% of these tires are in resale condition and approximately 50% are not compatible for resale and deemed junk. Once they go through the inspection process, the tires that are deemed junk are stored in the western portion of the warehouse awaiting offsite disposal. When enough junk tires are collected (150+), the junk tires are hauled away by US 27 Tires facility personnel or picked up by Miranda Tires. Currently, no more than 1,000 tires are brought on site monthly and sorted and sold as described above. The facility is capable of storing up to 5,300 tires (100 new tires, 5,200 waste tires) onsite and changing, balancing, mounting, and selling up to 100 tires per day although, that capacity is not currently being met. No other waste is generated with the exception of "junk" waste tires.





View of eastern portion of the warehouse, tire rack and eastern wall

4. Through Put Statement:

The maximum daily through put for resale is 100 tires per day. The facility is open 10 hours a day and six days per week. Although, business demand does not typically reach 100 tire sales per day, the facility is capable of that volume. A more realistic annual throughput is approximately 15,000 tire sales and 15,000 tire disposal.

**\*The above throughput rates are based on experience and process knowledge having owned the business since 2012.**

5. Compliance Statement:

**US 27 Tires, LLC** ("The Facility") will obtain and maintain a Waste Tire Processing Facility permit to meet the requirements for waste tire processing facilities in Rule 62-711.530, F.A.C. The facility will maintain compliance through the following:

- The facility will not accept any waste tires for processing if it has reached its permitted storage limit for any category of waste tires, or if the number of waste tires on the site exceeds the quantity estimate in the closing cost estimate (provided in the Closing Plan).
- The facility will record or maintain for three years information regarding activities (i.e. the name and waste tire collector registration number, transport documentation, the quantity of waste tires shipped with the collector; the number of tires shipped, the person's name, address and telephone number, etc.). The records will be kept onsite and available for inspection by Department personnel during normal business hours.
- The facility will submit quarterly reports (Form 62-701.900[21]) to the Department that summarizes the information collected and maintained regarding activities outlined in the previous bullet. These reports shall be submitted by the 20<sup>th</sup> of the month following the close of each calendar quarter.

- The facility will provide notification to local fire protection authorities. The notification is provided in Part III: B.
- The facility has prepared and will keep at the site an emergency preparedness manual onsite. An additional copy of the current manual will be kept at an off-site location designated by the operator. The manual will be reviewed at least once a year and upon changes in operations at the site and will be updated accordingly.
- The facility will immediately notify the 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 of the site shall submit to the FDEP a written report on the emergency.
- The facility will maintain records of the quantity of waste tires received, stored, and shipped/hailed from the site.
- Communication equipment (landline telephone, cellular phone) will be maintained at the facility to assure that personnel can contact local fire protection authorities in case of a fire or emergency.
- Tires are not stored in exterior location; therefore, mosquito and rodent control is not applicable.
- An approach and access drive to the facility will be kept passable for any motor vehicle at all times.
- Access to the facility tire storage area will be controlled through the use of locked doors with an alarmed security system.
- Wetlands and/or surface waters are not located within 200 feet of the facility. Freshwater forested shrub wetlands are located approximately 250 feet east of the subject site; however, the wetland is located on the opposite side of US-27 and cross to up-gradient of the subject site.
- There is no current outdoor waste tire storage.
- The facility will be kept free of unmaintained grass, underbrush, and other potentially flammable vegetation overgrowth.
- The temperature of any above-ground piles of compacted, processed tires over ten feet high will be monitored and will not exceed 300 degrees Fahrenheit. Temperature control measures will be instituted if necessary.
- Any residuals from waste tire processing will be managed so as to be contained on-site, and must be controlled and disposed of in a permitted solid waste management facility or properly recycled.
- Any exceptions as part of a waste tire processing facility permit application or modification will be requested through the Department.

6. See attached Emergency Preparedness Manual

7. See attached Fire inspection reports and notification.

8. Tires which do not pass initial inspection and cannot be sold will be shipped to or picked up by Miranda's Tire. If operating at full capacity, this could be up to 15,000 tires per year. At least 75 percent (and closer to 100%) of all tires deemed junk will be removed and further recycled at offsite facility. At least 75 percent (and closer to 100%) of the used tires that are delivered to or are contained at US 27 Tires at the beginning of each calendar year will be sold or removed for disposal or recycling from the facility during the year, or disposed of at a permitted solid waste management facility. Processed tires stored for recycling or disposal will meet the minimum size requirements specified in paragraph 62-711.400(3)(b), F.A.C.







# **EMERGENCY PREPAREDNESS MANUAL**

## ***PREPARED FOR:***

**US 27 TIRES, LLC  
29612 US HWY 27  
LAKE HAMILTON, FLORIDA**

## ***PREPARED BY:***

**ENVIROTRAC LTD.  
5309 56<sup>TH</sup> COMMERCE PARK BOULEVARD  
TAMPA, FLORIDA 33610**

**AUGUST 2018**

#### Facility Information:

This Emergency Preparedness Manual has been prepared for the **US 27 TIRES, LLC** facility (subject site) located at 29612 US-27, Lake Hamilton, Polk County, Florida (Latitude 28.037878 N, Longitude -81.637526 W). The facility processes include importing, sorting, storing, and selling used tires for resale. The subject site is located on the west side of US-27 and access to the subject site is via an unnamed access road paralleling US-27 on the east side of the site.

This contingency plan addresses operational interruptions and emergencies such as fires, explosions, or natural disasters and will be kept at the facility at all times and will be accessible to facility operators. A copy will also be maintained off site and reviewed and updated annually to remain in compliance with Chapter 62-711.540(1)(e), i.e. updated contact names and numbers, list of emergency response equipment, location and how it is used in emergencies and a description of the procedures that should be followed in the event of an emergency or fire.

The subject site is committed to good housekeeping pursuant to the maintenance of a safe, orderly and clean work environment. This is achieved through proper maintenance and regular inspections of the machinery and equipment; the implementation of careful storage practices; keeping a current, up to date inventory; properly labeling all containers; attention to any potential spills or standing water in tire storage areas, scheduling routine clean-up operations and training employees on good housekeeping techniques.

### **EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS**

#### **DESIGNATED RESPONSIBLE OFFICIAL:**

Name: Abdel Belfakir Phone: 863-248-2911

Mobile: 407-590-9487

#### **EMERGENCY COORDINATOR:**

Name: Abdel Belfakir Phone: 863-248-2911

### **EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS cont.**

#### **AREA/FLOOR MONITORS (update if such positions are added to facility operations):**

Name: Ali Belfakir Phone: 863-248-2911

ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## **EVACUATION ROUTES**

- Floor plans with evacuation route have been posted in each work area. The following information is marked on evacuation maps:
  1. Emergency exits
  2. Primary and secondary evacuation routes
  3. Locations of fire extinguishers
  4. Fire alarm pull stations' location
  5. Assembly points
- Site personnel should know at least two evacuation routes.

## **EMERGENCY PHONE NUMBERS**

POLK CO. FIRE DEPARTMENT: 863-519-7350

PARAMEDICS: 911

AMBULANCE: 911

LAKE HAMILTON POLICE: 863-439-1561

POLK COUNTY SHERIFF'S OFFICE: 863-499-2400

FDEP SOUTHWEST DISTRICT: 813-470-5700

POLK COUNTY EMERGENCY MGMT: 863-298-7002

SECURITY (If applicable): \_\_\_\_\_

## UTILITY COMPANY EMERGENCY CONTACTS

**ELECTRIC:** PROGRESS/DUKE ENERGY (813) 834-9535

ELECTRIC ACCOUNT NO. \_\_\_\_\_

**WATER:** TOWN OF LAKE HAMILTON PUBLIC WORKS (863) 439-1910 or  
863-280-0847

ACCOUNT NO. \_\_\_\_\_

**GAS (if applicable):** NA

**TELEPHONE COMPANY:** \_\_\_\_\_



## EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB/TERRORIST THREAT
- CHEMICAL SPILL
- STRUCTURAL INTEGRITY
- EXTENDED POWER LOSS
- DOWN POWER LINE
- VEHICLE/EQUIPMENT ACCIDENTS

### MEDICAL EMERGENCY

- Call medical emergency phone number:

☒ Paramedics  
☒ Ambulance  
☒ Fire Department  
☐ Other

Provide the following information:

- Nature of medical emergency,
  - Location of the emergency (address, building, room), and
  - Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
  - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
  1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids, wear gloves).
  2. Clear the air passages using the Heimlich maneuver in case of choking.
- In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS now referred to simply as SDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

## FIRE EMERGENCY

The facility will maintain records of the quantity of tires processed, received, and stored at the subject site for use by emergency personnel in the event of a tire fire. The operational manager will immediately notify the FDEP in the event of a fire that has potential off-site or onsite effects. Personnel must be familiar with the location of all fire extinguishers and how to and the closest evacuation route and alternative evacuation route in the event that doors are blocked by fire.

### *When fire is discovered:*

- Activate the nearest fire alarm
- Alert customers and facility personnel of the emergency and location
- Notify the local Fire Department (Polk County Fire Rescue Headquarters) by calling: 863-519-7350
- Shut down any operational equipment
- Identify a safe evacuation path
- Notify neighbors of the fire danger

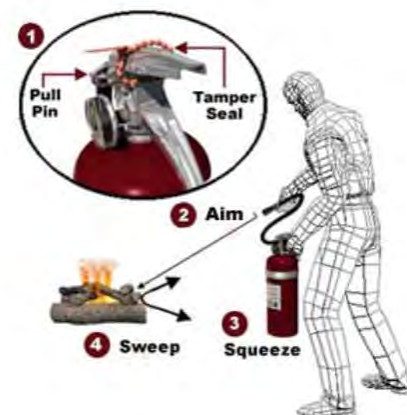
### *Fight the fire ONLY if:*

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition, has current inspection tag and personnel are trained to use it properly.
- Select the appropriate fire extinguisher
- Discharge the extinguisher within its effective range using the P.A.S.S. technique (pull, aim, squeeze, sweep).
- Back away from an extinguished fire in case it flames up again.
- Evacuate immediately if the extinguisher is empty and the fire is not out.
- Evacuate immediately if the fire progresses beyond the incipient stage.

Most fire extinguishers operate using the following P.A.S.S. technique:

1. **PULL...** Pull the pin. This will also break the tamper seal.
2. **AIM...** Aim low, pointing the extinguisher nozzle (or its horn or hose) at the base of the fire.  
*NOTE:* Do not touch the plastic discharge horn on CO2 extinguishers, it gets very cold and may damage skin.
3. **SQUEEZE...** Squeeze the handle to release the extinguishing agent.
4. **SWEEP...** Sweep from side to side at the base of the fire until it appears to be out. Watch the area. If the fire re-ignites, repeat steps 2 - 4.

**If you have the slightest doubt about your ability to fight a fire....EVACUATE IMMEDIATELY!**



*Upon being notified about the fire emergency, occupants must:*

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.

*Designated Official, Emergency Coordinator or supervisors must:*

- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

*Area/Floor Monitors must:*

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

*Assistants to Physically Challenged should:*

- Assist all physically challenged employees in emergency evacuation.

*Per Florida Administrative Code 62-711.540*

- No operations involving the use of open flames shall be conducted within 25 feet of a waste tire pile. Tire piles may not be more than 50 feet in width, except that piles along a wall shall not be more than 25 feet in width. Tires are not and will not be stored more than 50 feet in width or 25 feet in width along walls.
- The width of main aisles between tire piles are maintained at a width of at least eight feet.
- The clearance from the top of storage to sprinkler deflectors or roof structures is greater than (3) three feet.
- The clearance in any direction from unit heaters, radiant space heaters, duct furnaces, and flues will be at least three (3) feet.
- When waste tires are stored up to 8 feet high, walls between adjacent warehouse areas and between manufacturing and warehouse areas shall have not less than a four-hour fire rating. Currently tires are stored no greater than 7-8 feet high and the facility warehouse building does not have areas separated by full walls. The warehouses are open with four perimeter walls and a dividing half wall; therefore, fire walls are not applicable.
- Tires are not stored over 8 feet high.
- If future renovations involve the need for fire walls, US 27 Tires LLC understands an automatic sprinkler system installed in compliance with "The Standard for Storage of Rubber Tires", NFPA 231D, published by the National Fire Protection Association, Battery March Park, Quincy, Massachusetts, may be substituted for fire walls and column fireproofing.
- The facility will be kept free of grass, underbrush and flammable vegetation.

Minimal grass is currently present at the facility parcel which is maintained weekly or as needed during rainy season/dry season.

- Flammable liquids are not currently present onsite; however, if future operations involve the use of flammable chemicals, they will be stored in Flammables Cabinets.
- The facility will maintain fire protection and fire-fighting capabilities adequate to control accidental burning of solid waste in the facility. Fire protection includes procedures for notification of local fire protection agencies for assistance in emergencies.

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Currently, only two (2) tire changer and balancer machines are in use.

## CHEMICAL SPILL

The following chemicals are stored onsite: NA

The chemicals are stored at the following locations: \_\_\_\_\_

Spill Containment and Security Equipment: \_\_\_\_\_

Personal Protective Equipment (PPE): \_\_\_\_\_

SDS are available at: \_\_\_\_\_

### *When a Large Chemical Spill occurs:*

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

Name of Spill Cleanup Company: EnviroTrac Ltd.

Phone Number: 813-626-8443

- Evacuate building as necessary

*When a Small Chemical Spill has occurred:*

- Notify the Emergency Coordinator and/or supervisor.
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Handle the spill in accordance with the instructions described in the SDS
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review general spill cleanup procedures.

## SEVERE WEATHER AND NATURAL DISASTERS

### ***Flood:***

#### *If indoors:*

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

#### *If outdoors:*

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

### ***Hurricane:***

- The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

#### *Once a hurricane watch has been issued:*

- Stay calm and await instructions from the Emergency Coordinator or the designated Official.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and openings.
- Collect drinking water in appropriate containers.

#### *Once a hurricane warning has been issued:*

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

#### *During a hurricane:*

- Remain indoors and consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.

### ***Tornado:***

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

## SAFETY TRAINING

The tire resale facility will be operated by individuals with thorough knowledge of the system operation, and with the ability to address any problems encountered during operations. Facility personnel are responsible for training employees on the components of the Emergency Preparedness Plan and select rules outlined in 62-711, FAC. This includes familiarization with equipment, machinery and safe practices and emergency response to assure competence to respond to incidents. The training should include techniques to prevent or recognize existing or potential dangers and the appropriate notification required in the event of an emergency. The following personnel have been trained to ensure a safe and orderly Emergency evacuation of other employees:

Facility: US 27 TIRES, LLC  
29612 US Hwy 27, LAKE HAMILTON, FL




[illegible]



**EMERGENCY EXIT/EVACUATION ROUTES &  
FIRE EXTINGUISHER LOCATIONS MAP**



### LEGEND:

-  = PRIMARY EXIT ROUTE
-  = SECONDARY EXIT ROUTE
-  = FIRE EXTINGUISHER LOCATION

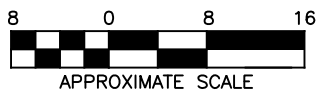
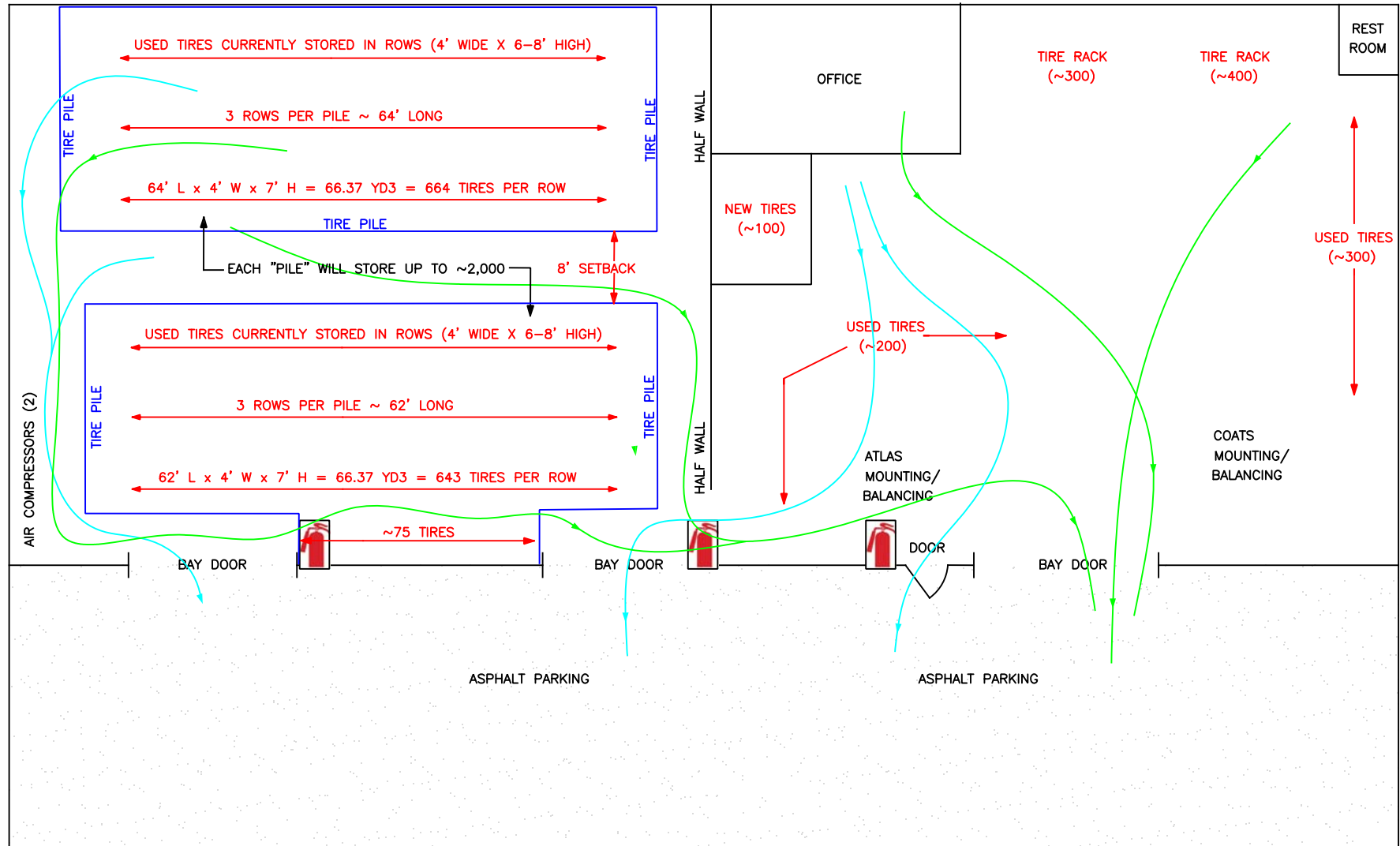


FIGURE #  
3

#### EMERGENCY EXIT ROUTE

REVISED BY: W.H.  
AUGUST 15, 2018

APPROX. SCALE:  
1" = 16'

DRAWN BY: W.H.  
AUGUST 15, 2018

US 27 TIRES, LLC  
29612 HIGHWAY 27  
LAKE HAMILTON, POLK COUNTY, FLORIDA 33838

**EnviroTrac**  
5309 56TH COMMERCE PARK BLVD., TAMPA, FL  
PHONE: (813) 626-8443 / FAX: (813) 626-8479

**PART III ATTACHMENTS: FACILITY OPERATION**  
**7. A COPY OF THE FIRE SAFETY SURVEY**

Per 62-711.540(6), the following pages provide documentation showing that the local fire authority was provided the number of waste tires proposed to be stored on site and satisfied that the site owner or operator has sufficient fire suppression equipment or materials on site to extinguish any potential waste tire fire.

## Kristina Miller

---

**From:** UPS Quantum View <pkginfo@ups.com>  
**Sent:** Wednesday, September 19, 2018 12:19 PM  
**To:** Kristina Miller  
**Subject:** UPS Delivery Notification, Tracking Number 1Z6AR6310399222825



### Your package has been delivered.

**Delivery Date:** Wednesday, 09/19/2018  
**Delivery Time:** 12:13 PM

At the request of ENVIROTRAC this notice alerts you that the status of the shipment listed below has changed.

## Shipment Detail

<b>Tracking Number:</b>	<a href="#"><u>1Z6AR6310399222825</u></a>
<b>Ship To:</b>	Chief Anthony Stravino Polk County Fire Department 1295 BRICE BLVD BARTOW, FL 33830 US
<b>UPS Service:</b>	UPS GROUND
<b>Number of Packages:</b>	1
<b>Weight:</b>	1.0 LBS
<b>Delivery Location:</b>	FRONT DESK KNIGHT
<b>Reference Number 1:</b>	billable
<b>Reference Number 2:</b>	02.990841.01 / 91.0001 / 5100

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## Kristina Miller

---

**From:** Kristina Miller  
**Sent:** Friday, September 14, 2018 11:00 AM  
**To:** 'TonyStravino@polk-county.net'  
**Cc:** 'Al Bell'  
**Subject:** Fire survey request  
**Attachments:** F1.pdf; F2.pdf; F3.pdf; Facility Operations.pdf; fire inspection.pdf; Initial Fire Inspection.pdf

Good morning Chief Stravino,

I am preparing a Waste Tire Processing Facility permit application for submittal to the FDEP for the following facility:  
US 27 Tires  
29612 US Hwy 27  
Dundee, Polk Co. FL 33838

One of the requirements of the permit application per 62-711.540(1)(d), F.A.C. – Please provide verification that fire protection services for the site have been assured through notification to the local fire protection authorities. This can be provided as documentation of correspondence to the local fire authority providing details of the orientation and quantity of waste tires to be on-site.

I have attached the two latest fire inspection reports, facility maps which include extinguisher locations, and a description of the operations with select photos. At the time of your last inspections, approximately 1500-2000 tires were stored onsite. The facility hopes to expand and store up to ~6,000 tires as depicted on the figures (revised to ~5,000). With this information provided, can you please provide verification that you agree and have been notified of the assured fire protection services at this facility. Let me know if any additional information is required to expedited this request. Alternatively, if you need to schedule a time to visit the facility to conduct a fire survey, please let us know as we would like to secure this permit in a timely matter.

Thank you in advance for your attention to this matter.

Kristi



September 18, 2018

Chief Anthony P Stravino  
Polk County Fire Department  
1295 Brice Boulevard  
Bartow, FL 33830

P: (863) 519-7350  
[tonystravino@polk-county.net](mailto:tonystravino@polk-county.net)

Please note portions of the following documents sent to Polk County Fire Department on 9/18/18 have since been modified to reflect tire storage in the amount of 5,300 passenger tires.

Fire Chief Stravino,

I am preparing a Waste Tire Processing Facility permit application for submittal to the Florida Department of Environmental Protection (FDEP) Solid Waste Permitting division for the following used tire retail facility:

US 27 Tires  
29612 US Hwy 27  
Dundee, Polk Co. FL 33838  
(863) 248-2911  
[www.us27tires.ocm](http://www.us27tires.ocm)  
c/o Abdel Belfakir

One of the requirements of the permit application per Rule 62-711.540(1)(d), F.A.C. is to provide verification that fire protection services for the site have received notification of the facility's operations and tire storage volume. Please accept this letter as our notification to your department. In the event of a future response your department will have documentation for the existing Waste Tire Processing Facility.

Included in this package are site maps depicting facility layout and area land use, tire storage locations, fire extinguisher locations, recent fire inspections, Polk County Property Appraiser information, a complete description of operations, and facility photographs.

At the time of your recent 2018 inspections, approximately 1,500-2,000 tires were stored onsite. The facility intends to expand operations and store up to ~5,000 tires as depicted on the figures. This is a used tire retailer which mounts and balances tires; processing is not conducted onsite and chemicals or petroleum products are not stored onsite. All tires are stored inside and operations are conducted in an interior location.

If you have any questions or comments, please do not hesitate to contact me at 813-626-8443 or [kmiller@envirotrac.com](mailto:kmiller@envirotrac.com).

Sincerely,  
**EnviroTrac Ltd.**

A handwritten signature in blue ink, appearing to read "Kristi Miller".

Kristi Miller  
Project Manager

Attachments

**PART III – ATTACHMENTS:**

**C. CLOSING PLAN**

**D. PROOF OF FINANCIAL RESPONSIBILITY**

**E. LAND OWNER AUTHORIZATION**

**F. ADDITIONAL PERMITTING**

**G. PERMIT FEE**

CLOSING DOCUMENTS: DEP Form # 62-701.900(23) Part III Attachment D

Pursuant to rule 62-711.500(3), the below is a calculation for cost to close the subject facility including transport, process, and disposal. Proof of financial responsibility is also provided.

Miranda's Tires Recycling provided a quote of \$1.00 per tire for disposal of whole waste tires up to 6000 tires (quote attached)

The maximum volume of storage at the facility is 5,300 tires+/-. This equates to a closing cost of \$5,300.00+/-

Miranda Tire Recycling is willing to accept 5,300 tires and up to 6,000 tires in the event of facility closing. See attached.



## **Miranda's Tire Recycling**

PO Box 12952 Fort Pierce  
FL 34979  
(772) 882-2988

US 27 Tires, LLC  
29612 Hwy 27  
Dundee, FL 33838

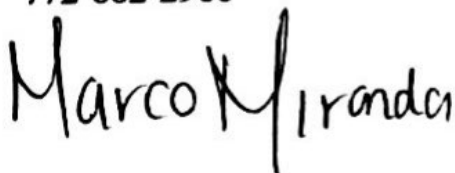
Subject: in case of business closure.

Dear Ali,

Since we have been doing business for a while now, I am pleased to let you know that in the event of site closure, I will be happy to dispose of all the tires stored on the premises. Miranda's Tire Recycling is prepared to load, transport, process and dispose of up to 6000 tires. This proposal pertains to whole passenger tires and light truck tires. The cost to load, transport, process and dispose of the tires would be \$1.00 per tire. This cost covers the entire process of handling the said tires.

I you have any question, please don't hesitate to contact me.

Marco Miranda  
Vice President  
772-882-2988

A handwritten signature in black ink that reads "Marco Miranda". The signature is written in a cursive, flowing style.

Cypress Construction Co. of Winter  
Haven

714 Lake Eloise Pl.  
Winter Haven, FL 33884  
863-258-2929

## CYPRESS CONSTRUCTION CO. OF WINTER HAVEN

August 17, 2018

To Whom It May Concern:

This letter is to inform you that Cypress Construction Co. of Winter Haven is leasing the property located at 29612 Hwy 27 Lake Hamilton, FL 33851 to **US 27 Tires, LLC**. We are fully aware that **US 27 Tires, LLC** conducts business in wholesale, used tires and waste tire processing.

Thank you,



Karen Strnad  
President

Cypress Construction Company of Winter Haven  
714 Lake Eloise Pl.  
Winter Haven, FL 33884  
(863) 258-2929

August 29, 2018

To Whom It May Concern:

This letter is to inform you that Cypress Construction Company of Winter Haven is leasing the property located at 29612 Hwy 27, Lake Hamilton, Florida, to **US 27 Tires, LLC**. The current lease expiration date is in January of 2019, and the company intends to renew the lease for US 27 Tires, LLC, for a minimum of one year and a maximum of five years.

Sincerely,



Karen S. Strnad  
President  
Cypress Construction Company of Winter Haven

## COMMERCIAL LEASE AGREEMENT

Date: January 2, 2014

For the considerations, on the terms, and subject to the conditions that follow, the Landlord, **CYPRESS CONSTRUCTION COMPANY OF WINTER HAVEN**, (hereinafter Landlord/Lessor) leases to the Tenant, **US 27 TIRES, LLC, and ALI BELFAKIR**, individually and jointly, (hereinafter Tenant/Lessee), and the Tenant leases from the Landlord the following described real property and appurtenances thereto ("the premises"):

29612 U.S. Highway 27, Lake Hamilton, Florida  
Approximately 9,000 square feet

1. TERM: The term of this lease shall be a period of five (5) years, commencing on the 1st day of February, 2014, and ending on the 31st day of January, 2019.

2. RENT AND PAYMENT OF RENT: The rental for the term of this lease shall be the sum of ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 (\$153,624.00), plus applicable sales tax, subject to adjustment(s) as stated herein below, payable in installments, in advance, as follows:

Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) plus applicable sales tax, subject to adjustment(s) herein provided, due and payable in advance upon the signing of this Lease as and for February 1, 2014 rent, and on the first day of each consecutive month thereafter through the January 1, 2016; payment

Two Thousand Five Hundred Seventy-Five and No/100 Dollars (\$2,575.00) plus applicable sales tax, subject to adjustment(s) herein provided, due and payable in advance upon the signing of this Lease as and for February 1, 2016 rent, and on the first day of each consecutive month thereafter through the January 1, 2018, payment

Two Thousand Six Hundred Fifty-Two and No/100 Dollars (\$2,652.00) plus applicable sales tax, subject to adjustment(s) herein provided, due and payable in advance upon the signing of this Lease as and for February 1, 2018 rent, and on the first day of each consecutive month thereafter through the termination of this Lease on January 31, 2019.

Tenant and Landlord each acknowledge that there has been no payment of "last Month's rent" and no "security deposit" made by Tenant.

All rent shall be payable in current legal tender of the United States of America as the same is then, by law, constituted. Checks must be drawn on a Florida bank and are subject to collection. The extension of time for the payment of any installment of rent, or the acceptance by the Landlord of any money other than of the kind herein specified, shall not be a waiver of the rights of the Landlord to insist upon having all other payments of rent made in the manner and at the time herein specified.

All installments of rent shall be payable at the Landlord's address set forth below or at such other place or places as the Landlord shall from time to time designate in writing addressed to the Tenant and mailed to or left at the premises.

All parties acknowledge that the monthly lease payment includes a certain portion attributable to payment of real property taxes and property insurance. The basis for these amounts shall be the amount paid for the 2013 real property taxes and the most current property insurance policy. Both parties hereby agree that any increase from this basis shall be passed on to the Tenant by way of an increase in the lease payment. The Landlord is obligated to give the Tenant a 30-day written notice of this adjustment. The failure to make an adjustment is not a waiver of the right to do so.

If Tenant supplies Landlord with a check for rent which has insufficient funds for coverage, Tenant shall be responsible for a \$100.00 handling charge payable to Landlord and Landlord demands re-payment of the amount of the original insufficient funds check and handling charge be made by cash or cashier's check.

3. SECURITY DEPOSIT: The Tenant shall deposit with the Landlord upon signing of this Lease the sum of Zero to secure payment of the rent and the performance of the other terms and conditions of this lease by the Tenant.

4. USE OF THE PREMISES: The Tenant shall use the premises in a careful, safe, and proper manner solely for tire sales and repair and other products of this nature, and other general office activities and for no other purpose. Tenant, at its sole expense, shall comply with all laws, orders and regulations, of federal, state and municipal authorities, and with any lawful direction of any public officer, which shall impose any duty upon Landlord or Tenant with respect to the Leased Premises. Tenant, at its sole expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this Lease.

5. REPAIRS AND MAINTENANCE: The Tenant shall keep the interior of the premises (including interior window glass) in as good repair as the same is at the commencement of the term of this lease, ordinary wear and tear excepted. On behalf of the Tenant, the Landlord shall keep the exterior of the premises and its structural portions (including plumbing) in good repair and order; provided, however, that the Tenant shall keep all drain pipes free and clear of obstruction and the Landlord shall not be responsible for or obligated to repair any damage to the premises willfully or negligently caused by the Tenant or the Tenant's agents, invitees, licensees, or guests, which damage shall be repaired by the Landlord at the Tenant's expense. The Tenant shall keep the exterior of the premises neat, clean, and free of rubbish, waste, and other obstacles.

Tenant shall contract for, in his/its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilation and air conditioning equipment, including changing of filters on a monthly or quarterly basis as appropriate.

In the event of any leak in the roof or exterior walls to the premises, Tenant shall immediately notify Landlord or Landlord's agent and shall confirm any oral notification by written memorandum delivered within 24 hours thereafter. Landlord shall be responsible for maintaining or repairing the roof or exterior walls so as to prevent leakage. Tenant shall take all such steps as are reasonable and prudent to protect the contents of the premises from any damage due to said leak, and Landlord specifically disclaims any liability or responsibility for damage or loss to the contents of the premises



by reason of such leak. Landlord will maintain the landscaping and lawn maintenance. Should Tenant desire to place additional landscaping, it shall be responsible for maintaining all additional landscaping.

6. TAXES AND ASSESSMENTS: The Landlord shall pay all taxes and assessments which become due and payable with respect to the real property at any time during the term of this lease. The Tenant shall pay all taxes with respect to any business conducted in the premises, including sales tax, or any personal property used in connection with the premises or any such business.

7. UTILITIES: The Tenant shall furnish and pay for water, electric, telephone, rubbish disposal, janitorial services, pest control, and extermination services, and any and all other utilities used on, or in connection with the premises during the term of this lease and the Tenant shall save and keep harmless and indemnify the Landlord from any expense in connection therewith. Landlord shall not be liable to Tenant for failure of Tenant to furnish any of the foregoing, whether such failure is caused by conditions beyond the control of the Landlord or by accidents, repairs, or strikes, or otherwise, unless caused by the willful act(s) of Landlord or the willful act(s) of persons subject to Landlord's control. Landlord shall have no liability for any of the foregoing whatsoever.

Landlord shall not be liable to Tenant for failure of Tenant to furnish any of the foregoing, whether such failure is caused by conditions beyond the control of the Landlord or by accidents, repairs, or strikes, or otherwise, unless caused by the willful act(s) of Landlord or the willful act(s) of persons subject to Landlord's control.

8. EXTRA FIRE HAZARD: There shall not be kept or used on said premises any flammable or explosive materials or liquids save such as may be legal and necessary for use in the business of the Tenant, and in such case such substances shall be delivered, and stored in such amount and used in accordance with the rules of the Board of Underwriters and the ordinances of the city, county and state now or hereafter in force.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO PREMISES: Tenant shall not erect any sign in or upon the premises or make any alteration, addition, or improvement thereto without first obtaining the written consent of the Landlord, and any such consent may be made subject to any terms and conditions that the Landlord may impose. Any alteration, addition, or improvement to the premises shall become and remain the property of the landlord, and the Tenant shall not be required to remove the same upon the termination of this lease, unless the Landlord otherwise directs and specifies when granting written consent thereto. Any alternation, addition or improvements (including signs) shall be in accordance with all city, county and state codes and rules.

10. DAMAGE TO PREMISES: If by fire or other casualty the premises or appurtenances are destroyed or damaged to the extent that the Tenant is deprived of occupancy or use of the Premises, the Landlord may elect to: (a) proceed with due diligence to restore the Premises and appurtenances to substantially the same condition as existed before such damage or destruction so that Tenant may retake possession of Premises within a period not more than thirty (30) days thereafter, or (b) terminate this Lease as of the date of such fire or casualty by written notice to the Tenant not more than thirty (30) days thereafter. Should the Landlord elect to proceed under (a) above, all rent shall abate until restoration or repair is complete.

11. DAMAGE TO CONTENTS OF PREMISES: Except in the case of willful acts of the

Landlord, the Landlord shall not be responsible or liable for loss of, or damage to the contents of the premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

12. **LESSEE TO CARRY LIABILITY INSURANCE.** Simultaneously with the commencement date of the lease, Lessee shall procure and thereafter maintain in force and effect during the term of this lease and any extension thereof, at Lessee's expense, a public Liability Insurance Policy with companies adequate to protect against liability for damage claims through public use of or arising out of accidents occurring on or around the leased premises, in an amount not less than One Million and No/100 Dollars ( \$1,000,000.00). Such insurance policy shall name Lessor as an **ADDITIONAL INSURED** party on such claims or losses. Copies of the policies shall be delivered to Lessor for keeping. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policy or policies. Lessee agrees that if such insurance policy or policies are not kept in full force and effect during the entire term of this Lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof; and that such premium shall be repaid to Lessor as an additional installment for the month following the date on which such premiums are paid. Lessor reserves the right to periodically review insurance requirements and modify as history, experience, industry practice, and prudent risk management indicate. Lessee shall provide Lessor with a certificate of insurance at the time of execution of the lease agreement identifying the following as an **ADDITIONAL INSURED: Cypress Construction Company of Winter Haven, 46 Bream Street, Haines City, Florida 33844.**

13. **ENTRY BY LANDLORD:** The Landlord and the Landlord's agents shall have the right to enter upon the premises at all reasonable times for the purposes of (a) inspecting the condition of the premises and making such repairs, alterations, additions, or improvements to the premises as the Landlord may deem necessary or desirable, (b) exhibiting the premises to persons who may wish to purchase or lease the premises or buy real property upon or in which the premises are located, and c) during the last ninety (90) days of the term of this lease, placing notices of reasonable size on the premises offering the premises "for sale" or "for lease", which notices the Tenant shall permit to remain without molestation.

14. **DEFAULT BY TENANT:** Any rent not received by Landlord within five (5) days after the first day of any month, shall automatically, without notice to Tenant, result in there being additionally due to Landlord a Late Payment Penalty of five percent (5%) of the rent payment then due which Late Payment Penalty shall be due and payable to Landlord at the time Tenant pays that month's rent.

If Tenant breaches this Lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event.

- (A) If rent required by this lease shall not be fully paid when due, or within the five (5) day grace period, Lessor shall have the option to:
  - (1) If the Tenant fails to pay any installment of rent, plus late payment penalty, if applicable, when due, such an event shall be a DEFAULT and shall entitle Landlord to give Tenant a three (3) day notice to pay or vacate and, upon Tenant's failure to pay within said three (3) days, shall entitle Landlord to proceed with an action for eviction as said event is a breach of this lease.

Tenant shall be responsible for reimbursement to Landlord for all attorney's fees and costs incurred in the processes of collection and eviction.

- (2) Terminate this lease, upon expiration of fifteen (15) days following delivery of written Notice of Termination and resume possession of the property for Landlord's own account, and recover immediately from this Tenant the difference between the rent specified in this Lease and the fair rental value of the property for the remainder of the current year of the term, together with the reasonable cost of repairing or restoring the leased premises as such repairs might be required, all reduced to present worth; or,
  - (3) Resume possession, upon expiration of fifteen (15) days following delivery of written Notice of Termination to Tenant, and attempt to release or rent the property for the remainder of the term for the account of Lessor and recover from Tenant at the end of the term, or at the time each payment of rent or other charge or expense comes due under this Lease, as the Lessor may elect, the difference between the rent specified in this Lease and the rent received on the attempted releasing or renting.
- (B) If Tenant shall fail to perform or shall breach any covenant or agreement of the Lease other than the agreement of the Tenant to pay rent and shall fail to commence curative action within thirty (10) days after a written notice specifying the required performance shall have been given to Tenant, Landlord may institute an action in a court of competent jurisdiction to terminate this Lease, for Damages, or to compel performance cumulative to any remedy specifically set forth in the other paragraphs of the Lease or under the laws of the State of Florida.
- C) If the Tenant abandons or vacates the premises at any time during the term of this lease, or if the Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of the Tenant in the premises is attached, levied upon, or seized by legal process, or if a bankruptcy or insolvency proceeding is filed by the Tenant, or the Tenant is adjudged a bankrupt, or if a receiver is appointed for the Tenant by any court of competent jurisdiction, or if this lease is assigned or terminated by operation of law; in any such event, then or at any time thereafter, without prior notice to or demand upon the Tenant, at the option of the Landlord, the Landlord shall have the right to immediately re-enter and take possession of the premises.
- (D) In each of the foregoing events, Tenant waives service of notice of intention to reenter or of instituting legal proceedings to that end.

15. SUBORDINATION: The Tenant's leasehold interest created hereby shall be subject and subordinate to any mortgage or mortgages now or hereafter placed on the premises or on any real property upon which the premises are located and shall be subject and subordinate to any and all renewals, modifications, and extensions thereof, and the recording of such mortgage or mortgages shall have preference to and be superior in lien to this lease. Upon request by the Landlord, the Tenant shall execute, acknowledge, and deliver any instrument or instruments (except that Tenant shall be exempt from providing financial or personal information and without the Tenant incurring any personal liability to any such mortgagee) which the Landlord may deem necessary or desirable to



effect the subordination of this lease to any such mortgage or mortgages. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant.

16. ASSIGNMENT OR SUBLETTING BY TENANTS: The Tenant shall not assign any right, title, or interest hereunder or sublet all or any part of the premises without first obtaining the written consent of the Landlord. If the Tenant assigns any right, title, or interest hereunder or sublets all or any part of the premises, neither the assignment nor the subletting nor the receipt and acceptance by the Landlord from the assignee or subtenant of rent shall operate to release the Tenant from the terms, covenants, and conditions hereof unless the Landlord specifically so agrees in writing; and, if not so released by the Landlord, Tenant shall remain primarily liable for the payment of rent herein reserved and for the performance of all the other terms of this Lease required to be performed by Tenant.

17. QUIET ENJOYMENT: If the Tenant pays the rents and keeps and performs the covenants of this lease on the Tenant's part to be kept and performed, according to the provisions and conditions hereof, the Tenant shall peaceably and quietly hold, occupy, and enjoy said premises during the term hereof, or any renewals, without any hindrance or molestation by the Landlord or the Landlord's successors or assigns.

18. HOLDING-OVER: Unless otherwise specified herein, any holding-over after the expiration of the term of this lease by the Tenant shall be only from month to month and no acceptance of rent or other act or statement whatsoever on the part of the Landlord or any agent or representative of the Landlord shall serve to extend the term of this lease or be construed as a consent by the Landlord to further occupancy by the Tenant.

19. TIME OF THE ESSENCE: Time is of the essence in the doing, performing, and observing of each and every term, covenant, or condition of this lease by both the Landlord and the Tenant.

20. JOINT AND SINGULAR OBLIGATIONS: As used herein, "Tenant" shall include tenants, and the obligations and duties of the Tenant, if more than one, shall be joint and several.

21. CAPTIONS: The captions of the several items of this lease are not a part of the context hereof and shall be ignored in construing this lease. They are intended only as aids in locating and reading the various provisions hereof.

22. EMINENT DOMAIN: If the whole of the demised premises, or such portion thereof as will make the leased property unsuitable for the purpose herein leased, shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this Lease, at the option of the Landlord, shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said Lease. No part of any condemnation award shall belong to the Tenant whether or not the term of this Lease shall cease or be terminated.

23. VENUE AND TRIAL. Polk County shall be the venue for all legal proceedings required under this Lease. Tenant hereby waives its right to trial by jury in any summary or other proceeding instituted by Landlord against Tenant in respect to the premises, and acknowledges its awareness that this waiver is to operate and be effective from this date in futuro.

24. ATTORNEY'S FEES: In conjunction with any litigation, including trial, appellate, and bankruptcy proceedings arising out of this Lease, the prevailing party shall be entitled to recover

reasonable attorney's fees and costs of such litigation or proceedings.

25. **LIENS PROHIBITED:** Tenant shall not permit any liens to attach to any interest in the leased premises for labor, services, or materials furnished thereto pursuant to a contract with Tenant; and, in the event such liens do attach, Tenant agrees to pay and discharge the same forthwith. Without limitation of the foregoing, Landlord may transfer such lien to a bond posted by Landlord pursuant to the provisions of Chapter 713, Florida Statutes, and recover from Tenant all costs of such bond. Landlord hereby notifies all persons and entities that any liens claimed by any party as the result of improving the leased premises pursuant to a contract with Tenant, or with any person other than Landlord, shall extend to, and only to, the right, title, and interest in and to the leased premises, if any, of the person contracting for such improvements. This paragraph shall be construed so as to prohibit, in accordance with the provisions of Chapter 713, Florida Statutes, the interest of Landlord in the leased premises being subject to any lien for any improvements made by Tenant or any other person.

26. **MANNER OF GIVING NOTICE.** Notices given pursuant to the provisions of this lease, necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or delivered by overnight or similar courier providing proof of delivery addressed to such person. Lessor's address for this purpose shall be 46 Bream Street, Haines City, Florida 33844, or such other address as it may designate to Lessee in writing. Notices to Lessee may be addressed to Lessee at 222 Verbena Street, Davenport, Florida 33837, or at such other address as it may designate to Lessor in writing.

27. **EFFECT OF LESSOR'S WAIVER.** The waiver by Lessor of breach of one covenant or condition of this lease by Lessee is not a waiver of breach of other covenants or conditions, or of subsequent breach of the covenant or condition waived.


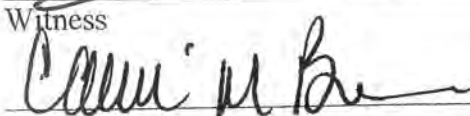
28. **RIGHTS CUMULATIVE; WAIVER OF RIGHTS.** All rights, powers, and privileges conferred hereunder upon the parties shall be cumulative, but not restrictive to those given by law. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to thereafter demand exact compliance with the terms hereof upon subsequent violation of a right, power or privilege conferred herein.

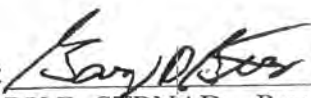
30. **SUCCESSORS AND ASSIGNS:** This Lease shall be binding upon and shall inure to the benefit of the parties, their respective successors, and assigns.

*In Witness Whereof*, the parties to this agreement have hereunto set their hands, the day and year first above written.

Signed and acknowledged  
in the presence of:

CYPRESS CONSTRUCTION COMPANY  
OF WINTER HAVEN, LANDLORD

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
GARY D. SURNAD, President  
Dated: 1-2-14



Signed and acknowledged  
in the presence of:

Sarakli

Witness

Tyler Lagunzinski  
Witness

US 27 TIRES, LLC, TENANT

By:

ALI BELFAKIR, President

Dated: 12-31-13

Signed and acknowledged  
in the presence of:

Sarakli

Witness

Tyler Lagunzinski  
Witness

ALI BELFAKIR, Individually

Dated: 12-31-13

STATE OF FLORIDA  
COUNTY OF POLK

This 2<sup>nd</sup> day of January, 2014, before me, a Notary Public in and for said county, personally appeared the above named Landlord, GARY STRNAD, personally known by me, or otherwise identified by \_\_\_\_\_ who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

Callie M. Bruce  
Notary Public

My commission expires:



STATE OF FLORIDA  
COUNTY OF POLK

This 31 day of December 2013, before me, a Notary Public in and for said county, personally appeared, ALI BELFAKIR (as Tenant and individually) who is personally known by me or otherwise identified by FDL B41200075042-0 who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.



Margaret Freeman  
Notary Public

My commission expires: \_\_\_\_\_



# Florida Department of Environmental Protection

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

DEP Form # 62-701.900(18), F.A.C.

Form Title Waste Tire Collector Registration Application

Effective Date: January 6, 2010

DEP Application No. \_\_\_\_\_  
(Completed by DEP)

## WASTE TIRE COLLECTOR REGISTRATION APPLICATION

Pursuant to Rule 62-711.520, Florida Administrative Code, to obtain a waste tire collector registration number and approval to transport waste tires, a collector shall submit the following information on this form to the Department.

Type of Collector: ☒ For Hire Collector ☐ Not For Hire ☐ Registered with ICC ☐ Government Entity

### Part I- Business Information:

- Business name of collector: US 27 TIRES WACS ID Number: 101295  
(assigned by Department)
- Other business names of collector (DBA's): \_\_\_\_\_
- Mailing address of collector: 29612 Hwy 27  
City Dundee State FL Zip 33838
- Street address of collector: 29612 Hwy 27  
City Dundee County Polk State FL Zip 33838
- Telephone number of collector: (863) 248-2911 Email address: us27tires@gmail.com
- Federal Employer Identification number (FEID) of Collector: \_\_\_\_\_
- Have any enforcement actions been taken by the Department or other governmental agency against the applicant for violation of Department rules relating to the collection or disposal of waste tires? This includes any Complaint, Notice of Violation, revocation or suspension of a 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.

### Part II- Person in charge of Waste Tire Collection Operations:

- Name of Person in charge of Waste Tire Collection Operations: N/A
- Date of Birth of Person in charge of Waste Tire Collection Operations: N/A

### Corporations also complete Part III.

- Corporation Name: \_\_\_\_\_
- Corporation Filing Date: 01/17/2012 State of Incorporation: FL
- Corporation Officers: N/A
- Florida Resident Agent of Corporation: ALI BELFAKIR

**Part IV- Collection and Disposal Information:**

1. List all known locations where you will be **collecting** waste tires (attach additional sheets if necessary)

Name	Address	City	State
See attached sheet.			

2. List all known locations where you will be **delivering** or **depositing** waste tires for recycling or disposal (attach additional sheets if necessary):

Name	Address	City	State
See attached sheet.			

**Part V.- Vehicles to be Registered:**

1. Number of vehicles to be used: 1
2. Vehicles registration information:
- A **legible copy** of the current vehicle registration is required for **each** vehicle registered. The registration must show **State** of registration, **year**, **make**, **tag number**, **vehicle identification number**, and **registered owner**.
  - IF** the vehicle is not owned by the collector, an **authorization** from the vehicle owner for the vehicle to be registered for waste tire collection **must** be attached to this application.
  - IF Common Carrier**, list **Interstate Commerce Commission (ICC)** authority number for the company: \_\_\_\_\_

**Part VI. Registration Fee Information**

1. Waste tire collector registration status: ☐ New ☒ Renewal

If registration is a renewal, list previous registration number(s) N/A

2. Attach payment for registration fees pursuant to Rule 62-711.520(11), F.A.C.

Number of vehicles # 1 x \$35 = \$ 35 = Amount of Payment

**Part VII. Certification**

To the best of my knowledge and belief, I certify the information provided in this application is true, accurate, and correct. I have attached all documents and/or authorizations that are required.

US 27 Tires US 27 Tires

Print Name of Authorized Agent

US 27 Tires US 27 Tires

Signature of Authorized Agent

04/14/2018

Date

**Mail completed form to:**

Florida Department of Environmental Protection  
Division of Waste Management / Tires  
2600 Blair Stone Road, MS 4550  
Tallahassee, Florida 32399-2400





# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

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## Waste Tire Collector Registration Collection and Disposal Locations Attachment

WACS ID: 101295  
Collector Name: US 27 TIRES  
Year: 2017

### Part IV - Collection and Disposal Information:

1. List all known locations where you will be collecting waste tires

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>
US 27 tires	29612 Hwy 27	Dundee	fl

2. List all known locations where you will be delivering or depositing waste tires for recycling or disposal

<u>WACS ID</u>	<u>Name &amp; Details</u>	<u>State</u>
50649	RIDGE GENERATING STATION ~ SR-540 & US-98 ~ EATON PARK ~ 33880	Florida



7. Explain any differences between Waste Tires Collected (item 5) and Waste Tires Deposited (item 6):

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8. Waste tire collector registration number(s): N/A

9. Authorized person preparing report: Ali Belfakir

10. Telephone number of person preparing report: (863) 248-2911

11. Certification:

To the best of my knowledge and belief, I certify the information provided in this report is true, accurate and correct.

US 27 Tires US 27 Tires  
Print Name of Authorized Agent

*US 27 Tires US 27 Tires*  
Signature of Authorized Agent

04/14/2018  
Date

**Mail completed form to:**

Florida Department of Environmental Protection  
Division of Waste Management / Tires  
2600 Blair Stone Road, MS 4550  
Tallahassee, Florida 32399-2400



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## Detail by Entity Name

Florida Limited Liability Company

US 27 TIRES, LLC

### Filing Information

<b>Document Number</b>	L12000007484
<b>FEI/EIN Number</b>	45-4516414
<b>Date Filed</b>	01/17/2012
<b>Effective Date</b>	01/16/2012
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

29612 Hwy 27  
Dundee, FL 33838

Changed: 03/05/2013

### Mailing Address

222 VERBENA STREET  
DAVENPORT, FL 33837

### Registered Agent Name & Address

BELFAKIR, ALI  
222 VERBENA STREET  
DAVENPORT, FL 33837

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

BELFAKIR, ALI  
222 VERBENA STREET  
DAVENPORT, FL 33837

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2016	01/30/2016
2017	02/02/2017
2018	01/16/2018



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Florida Department of State, Division of Corporations