**ROBAYNA**
**AND ASSOCIATES INC.**
ENGINEERS - PLANNERS - SURVEYORS

RECEIVED
DERM
AUG 22 2016
PERMITTING SECTION
P R & ED

August 19,2016

ATTN: Susana Palomino
Pollution Regulation and Enforcement Division
Department of Environmental Resource Management
701 NW 1st Court
Miami, Florida 33136

Re: FDEP Waste Tire Processing Facility Permit Application, for Dimor International LLC. Located at 7621 NW 37th Ave, Miami, Florida (Folio No.: 30-3109-030-0100).

Please find enclosed an application and all supporting documentation for the FDEP Waste Tire Processing Facility.

- 2 Applications for FDEP Waste Tire Processing Facility Permit Application
- 2 copies of the Site plan/process plan in 24x36" format signed and sealed
- 1 Section Map
- 2 Lease Agreement
- 2 Emergency Preparedness Manuel
- 2 Fire Safety Report

Thank you for your time & cooperation.

If you have any question please do not hesitate to call us.

Robayna & Associates, Inc.

Rafael L. Robayna, P.E.


5723 NW 158th Street, Miami Lakes, Fla. 33014 * Tel:(305) 823-9316 / (305) 823-1569

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AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

Robayna and Associates, Inc.
5723 NW 158th Street
Miami Lakes, FL 33014
T: 305-823-9316 F: 305-823-1569

August 19, 2016

Susana Palomino
Pollution Regulation and Enforcement Division
Department of Environmental Resource Management
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RE: SW-1607 Dimor International, LLC RAI.

Dear Ms. Palomino,

As a follow up to our earlier conversation, I am including below a summary of the items that shall be revised for the Dimor International, LLC renewal application

1. Revise the permit application to indicate maximum quantities of tires that is consistent with the total of tires stipulated in the State waiver variance SWVA No.14-3 (i.e., 20 tons or approximately 2,000 tires).
   **Response:** Application has been revised to 20 tons, and the site has also been verified to have that quantity.
2. Please revise the facility address included in the cover letter of the submittal.
   **Response:** Address has been revised
3. Revise the supplemental information to comply with the requirements of Section III. B of the application form.
   **Response:** We feel confident that all information has been revised and provided.
4. Revise all the pertinent supplemental information and description of the facility's operation to comply with the 2,000 tires limitation.
   **Response:** All information has been revised.
5. The Emergency preparedness and response manual shall be revised to comply with the updated section of the rule 62.701.320(16), F.A.C.
   **Response:** Emergency preparedness has been revised as per rule 62.701.320(16)
6. Provide a copy of the updated operating permit with the Miami Dade Fire Rescue Department.
   **Response**: The Miami Dade Fire Rescue Department Operating Permit is valid thru 8-31-16. The Owner has requested the annual Fire Inspection and the new certificate will be forward to you upon receipt.

Respectfully submitted,

ROBAYNA AND ASSOCIATES, INC.

Rafael L. Robayna, PE
Professional Engineer # 19453
State of Florida

# 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. 303990-002-WT

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

**Part I-General Information:**

**A. Applicant Information:**

1. Applicant Name: Dimor International, L.L.C.
2. Applicant Street Address: 7621 NW 37th Avenue
3. City: Miami County: Miami-Dade Zip: 33147
4. Applicant Mailing Address: 10750 NW 66th Street, APT 214
5. City: Miami County: Miami-Dade Zip: 33178
6. Contact person: Diana Morillo Phone: (786)483-6006 FEID No: 61-1004897
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: Dimor International, L.L.C.
2. Facility Street Address (Main Entrance): 7621 NW 37th Avenue
3. City: Miami County: Miami-Dade Zip: 33147
4. Facility Mailing Address: 10750 NW 66th Street, apt 214
5. City: Miami State: FL Zip: 33178
6. Contact Person: Diana Morillo Phone: (786)483-6006
7. Facility Location Coordinates:

   Section: 9 Township: 53 Range: 41

   Latitude: 25d50m37.7s Longitude: 80d15m34.5s
8. Anticipated date for starting construction N/A and for completion of construction N/A
9. Anticipated date for receipt of tires _____ and for start of processing _____

**Mail completed form to appropriate district office listed below**

| Northwest District | Northeast District | Central District | Southwest District | South District | Southeast District |
|---|---|---|---|---|---|
| 160 Government Center | 7825 Baymeadows Way, Ste. 200 B | 3319 Maguire Blvd., Ste. 232 | 13051 N. Telecom Pky | 2295 Victoria Ave., Ste. 364 | 400 North Congress Ave. |
| Pensacola, FL 32501-5794 | Jacksonville, FL 32256-7590 | Orlando, FL 32803-3767 | Temple Terrace, FL | Fort Myers, FL 33902-2549 | West Palm Beach, FL 33401 |
| 850-595-8360 | 904-807-3300 | 407-894-7555 | 813-632-7600 | 239-332-6975 | 561-681-6600 |

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

1. Owner's name: Pantera Investment, LLC
2. Land owner's mailing address: 13930 NW 60TH Avenue
3. City: Miami Lakes State: FL Zip: 33014
4. Authorized Agent: Carlos Valdes Agent's phone (305) 557-4782
5. Current lease expires: _____

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

1. Operator's name: same as applicant
2. Operator's mailing address: _____
3. City: _____ State: _____ Zip: _____
4. Contact person: _____ Phone: ( )

**E. Preparer of Application:**

1. Name of person preparing application: Rafael L. Robayna, P.E.- Robayna and Associates, Inc.
2. Mailing address: 5723 NW 158th St
3. City: Miami Lakes State: FL Zip: 33014
4. Phone: (305) 823-9316
5. Affiliation with facility: Consultant

**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 Tire Storage, installation, and re-distribution

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

| | Outdoor Storage(tons) | Outdoor Storage (sq.ft) | Indoor Storage (tons) | Indoor Storage (sq.ft) | **Total Storage (tons)** |
|---|---|---|---|---|---|
| Whole waste tires: | 0 | 0 | 20 | 4,000 | 20 |
| Processed tires: | 0 | 0 | 0 | 0 | 0 |
| Processing residuals: | 0 | 0 | 0 | 0 | 0 |
| TOTALS: | 0 | 0 | 20 | 4,000 | 20 |

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

E. Facilities that will not be disposing of processed tire s 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 Liberty Tire Recycling
2. Street address: 1593 Huber Street NW
3. City: Atlanta, GA County: Fulton Zip: 30318

F. Facilities that will be delivering processed tires to consuming facilities must describe the existing or proposed markets for those processed tires.
The recycler, Dimor International, L.L.C., collectes used tires from its clients when they deliver new tires

**Part III-Attachments:**

**A. Facility design**

NOTE: All maps, plan sheets, drawings, isometrics, cross sec tions, 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 fac ility; include those used in storage and processing operations;
   g. All areas used for loading and unloading;
   h. All access roads and internal roads, including fire lanes;
   i. Location of all fences, gates, and other access control measures; and
   j. Location of all disposal areas within the facility.

**B. Facility operation.**

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

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

**D.** Attach proof of financial responsibility as requirement by Rule 62 -711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.

**E.** A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire pr ocessing facility.

**F.** If waste tires will be consumed or diposed 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 Dimor International, L.L.C. Is aware that statements made in this form and attached information are an application for a Waste Tire Processing 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 Chap ter 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.

Wilson Salon (P.) — Signature of Applicant or Authorized Agent

Wilson Salon — Name and Title

8/19/2016 — 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 facilit ies. In my professional judgment, this facility, when properly maintained and operated will comply with all applicable statues 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.

Signature

5723 NW 158th ST — Mailing Address

Rafael L.Robayna, P.E. — Name and Title

Miami Lakes, FL 33014 — City, State, Zip

19453 — Florida Registration Number

305-823-9316 — Telephone number

(please affix seal)

RAFAEL L. ROBAYNA LICENSE NO. 19453 STATE OF FLORIDA PROFESSIONAL ENGINEER

8/17/2016 — Date

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

**Prepared for**
**Dimor International, LLC**

# Attachments to Application for FDEP Waste Tire Processing Facility Permit

III.A.1 – Section Map included in package

III.A.2 – Process Site Plan attached prepared by Robayna and Associates, Inc. Office and Storage area: 0.16 Acres, Parking area: 0.24 Acres. There will be no processing of tires therefore no residuals will be produced. There are no wetlands or water bodies within 200 feet of the facility. All Stormwater is collected in the catch basins located in the parking lot. There are no wells within 200 feet of the site boundaries. There is no new construction proposed at the site. Loading areas have been shown on the site plan. There are no disposal areas on the site since all tires are either resold or sent for recycling at another facility.

III.B.1 The Site is a new and used tire wholesaler who collects used tires from its clients. The process is the following:

1- Driver collects used tires from clients. Tires are trucked to the Site and arrive through NW 37th Ave. The container or truck is then parked at the unloading location (4).

2- Tires are sorted as being either used or waste as they are unloaded from the truck in location (4) in to location (1).

3- The Tires are then stored:
–Within an enclosed shipping container (4) if they are waste, or
–Within the Storage area (2) if they are used

4- Once there are sufficient used tires to fulfill an order the tires within Storage Area (2) are shipped off.

5- Once the Enclosed Shipping Container (3) is full a 3rd party hauler will take the container.

Receiving, loading, unloading and storage: (Please see the process plan and attached process description.)

NOTES:
a) Entire Process is Dry
b) No waste materials will be generated.
c) No liquid waste will be generated by process
d) No air emissions are created by process.
e) All loading, unloading, and sorting of tires is done by hand. No machinery used.



CF:16005410
5723 NW 158th Street, Miami Lakes, Fla. 33014 * Tel:(305) 823-9316 / (305) 823-1569

III.B.2 All processing of tires is done by hand. The only machines occasionally used are to change tires. There are 3 air pressure tire changers; Coats 5060EX and 765EX.

III.B.3 The facility will only be collecting used tires. These tires will be separated in to two groups; Waste and Used. Waste tires will be stored so that a private hauler can remove them from the site. Used tires are resold.

III.B.4 The maximum quantity of used tires received on any given week can be as high as 2,000 tires. Due to the limited size of the site there is no projection for growth.

III.B.5 The Operator does not collect any material that is unauthorized from the clients. There will be no residues generated through this handling process.

A) Hours of Operation are 6 am to 6 pm Monday thru Saturday

B) Operations begin by collecting tires from clients which are then trucked to The Site. At the Site they are sorted as being either Waste or Used. Waste Tires are placed within an enclosed container and are collected on a regular basis by a 3rd party hauler. Used Tires are placed within the warehouse until a sufficient quantity is available to fulfill an order.
In the case where the operations must be terminated, either scheduled or unscheduled, the collection of used tires is stopped and the last of the used tires are sold and the waste tires are picked up by the 3rd party hauler.

III.B.6. Please refer to emergency manual attached

III.B.7 Annual Miami Dade County Fire is attached

III.B-8 Any waste tires as resulting from the operation are placed on an enclosed shipping container daily and picked up regularly by Liberty Tire Recycling. There is no tire processing of tires other that inspection and sorting of the tires when they arrive on site. There is no waste tire accumulation on site other that stated herein.

III.C Closure plan
All waste tires are disposed regularly as stated on B-8 above. In the event that the facility is closed, the waste tires that remain on site, will be shipped to Liberty Tire Recycling in the same manner as they are been done now. New tires will be sold, as well as the Used Tires in good condition will also be shipped to orders already waiting to be filled. All used tires received, which are in reusable condition, have advance order prior to receiving them.




5723 NW 158th Street, Miami Lakes, Fla. 33014 * Tel:(305) 823-9316 / (305) 823-1569

Any remaining tires will be loaded in approximately 4 hours and shipped in same enclosed container the same day.

Since there is no processing, there is no site contamination involved. All tires are handled in the same full condition received. Therefore the remaining tires to dispose of would be no more than 2,000 tires.
For the purposes of this closure plan all remaining used tires are been considered waste tires to satisfy the regulating requirements.

III.D Pursuant to Waiver OGC No. 14-0356, financial responsibility bond has been waived by Florida Department of Environmental Protection as of July 22, 2014.

III.E Copy of letter prepared by Pantera Investments, LLC, and Owners of the property. Letter acknowledges the use present and intended on the facility.

Respectfully submitted,

ROBAYNA AND ASSOCIATES, INC,

Rafael E. Robayna, PE
Professional Engineer # 19453
State of Florida





5723 NW 158th Street, Miami Lakes, Fla. 33014 * Tel:(305) 823-9316 / (305) 823-1569

**Emergency Preparedness and Contingency Plan**
**For Dimor International, LLC**

This facility shall have a contingency plan to cover operational interruptions and emergencies such as fires, explosions, or natural disasters. The contingency plan shall be kept at the facility at all times and shall be accessible to facility operators. This plan shall be kept at the site and additionally at the home of the first contact person listed below.

Due to the nature of this business, and that everything is done by hand, one of the only operational interruptions that could happen are injuries or illnesses. Since the majority of the tires sold by Dimor International, LLC are new, it is unlikely that the business operations will be interrupted due to lack of used tires to sell.

**Contact Personnel in case of fire, flooding, or any other act of god.**

1. Wilson Salon – Cell – 305-951-6966

Emergency Contacts
MIAMI-DADE COUNTY
Emergency..... 911
Miami-Dade County Fire Rescue Department.....786-331- 5000
Hurricane Hotline.....305-468-5900
Miami-Dade Emergency Management.....305-468-5400
RER's 24 hour emergency Response.....305-372-6955
STATE OF FLORIDA
Florida Division of Emergency Management.....850-413-9900

LIST OF EMERGENCY NUMBERS SHOULD BE POSTED IN A VISIBLE LOCATION BY THE FRONT ENTRANCE OF THE FACILITY.

**Injury or Illness Preparedness Procedure**

In case that an injury or illness occurs:
- Inform the person in charge
- Determine if the injury or illness is serious enough to be an emergency situation
  **If serious injury or illness**
- Someone must call 911 immediately
- If someone is available that has proper training first aid should be administered until help arrives.
- Keep injure person comfortable in a horizontal position on the floor
- Find out as much information as to what occurred and what is the physical condition of the injured person:
    - Ask name and identification if you don't know it
    - Talk to the person to find out if the person recognizes where and who he/she is
    - Stop or slow down any bleeding if possible.
    - Be ready to provide as much information to emergency personnel upon arrival.

**If not a serious condition**

- The injured/ill person should be given first aid and taken to the nearest primary care center for treatment unless help is already on the way.
- Be sure the injured person is in fact in control of his/her abilities.

**NOTE: Fill an accident report as required by law.**

**Hurricane and Tropical Storms Preparedness**

The peak months of hurricane activity fall between June and November. Hurricane preparedness however, is something that should be a year-long concern. Therefore, the necessary activities for
Hurricane preparedness should be part of the overall disaster recovery and contingency plan implemented by the facility.

If there are tropical storms or hurricanes approaching the area:

- Be sure to close the premises with plenty of time for employees to reach the safety of their home or protected area.
- Secure all doors and openings
- Park any remaining vehicles close to the building
- Enter all loose items on the site into the warehouse
- Manager and key employees must have an updated list of contact information of all employees.

**Fire Preparedness**

The site has 5 fire extinguishers within the location. One located in the front room besides the front entrance. Four of the extinguishers are located in the rear of the warehouse. Two are located at the entrance to the rear of the warehouse on either side of the doorway. Another is located in at the entrance of the bathroom and the last one is located at the doorway exit on the side of the warehouse. All fire extinguishers are inspected annually and have current certifications.

**How to use a fire extinguisher**

Almost all fire extinguishers have a safety pin in the handle. This pin usually looks like a plastic or metal ring, sometimes colored red that is held in place by a plastic seal. The distinctive features will vary depending on the type of fire extinguisher you have. You must break the seal and pull the safety pin from the handle before you can use the fire extinguisher by squeezing the lever which discharges the fire extinguishing agent.

1. Pull the safety pin from the handle. The pin is located at the top of the fire extinguisher. Once removed, it releases the locking mechanism and you'll now be able to discharge the extinguisher.
2. Aim the extinguisher nozzle or hose at the base of the fire. As explained, this removes the source or fuel of the fire. Keep yourself low.

3. Squeeze the handle or lever slowly to discharge the agent. Letting go of the handle will stop the discharge, so keep it held down.
4. Sweep side to side approximately 6" or 15cm over the fire until expended. The sweeping motion helps to extinguish the fire. Stand several feet or meters back from the fire: fire extinguishers are manufactured for use from a distance.
5. The fire may flare up somewhat as extinguishing begins, due to the flames being pushed away from the burning material (the real target) by the agent and gust of propellant. Do not be alarmed so long as it dies back promptly.

**Fire Extinguishing and Cleanup Procedure**

In the event of a fire, assess the severity of the fire, if the fire is contained and the amount of dark smoke is minimal locate the nearest fire extinguisher to contain the fire and have someone call 911 incase the fire spreads. In the event that the fire spreads and is uncontainable through the use of fire extinguishers, the sprinklers should automatically start. You should evacuate all personnel the building and await the arrival of the fire department. Explain to the fire department that the fire is being fueled by tires.

Upon the fire being extinguished the oil from the tire would have spread out over the ground. Using sand and a shovel; mix the oily material and collect it into containers and properly dispose of the soiled sand with the authorized hazardous waste collector.

There are two specific cases that need to be addressed in case of a fire:

DURING WORKING HOURS
Upon discovery of a fire, the following procedures should be followed:
- Report the fire to the manager.
- The fire should be investigated, and a decision should be made as to whether or not the building should be evacuated.
- If the fire cannot be extinguished locally, the manager and the employees will be responsible for evacuating the premises.
- All employees should vacate the building by the nearest exit door, and report to their designated areas immediately.
- All immediate neighbors should be alarmed, if possible.
- If the fire is small in size, an attempt should be made to extinguish it with the use of a portable extinguisher.
- In case that there is still someone in the building, call 911, and instruct to exit the building immediately.
- If the fire cannot be extinguished locally, exit the building by of the nearest exit door.

**NOTE: HOWEVER, IF THE FIRE IS LARGE, AND RAPIDLY SPREADING, DOES NOT**
**TRY TO EXTINGUISH IT - LEAVE THE BUILDING!!!**

It is highly beneficial to everyone to test these procedures occasionally, and determine the efficiency of this routine. It is also suggested that everyone in the building be aware of the

nearest extinguishers and exits. Following these procedures will help facilitate the manner in which a small fire is extinguished, as well as help expedite a calm and speedy evacuation of the premises in the event of a larger fire.
A copy of the plan is made accessible to appropriate staff specified.

There are two emergency exits from this building, one if the front door of the building and the second is on the rear of the warehouse. All employees should be familiar with the location of these exits.

**Injury or Illness Preparedness Procedure**

In case that an injury or illness occurs:
- Inform the person in charge
- Determine if the injury or illness is serious enough to be an emergency situation

**If serious injury or illness**
- Someone must call 911 immediately
- If someone is available that has proper training first aid should be administered until help arrives.
- Keep injure person comfortable in a horizontal position on the floor
- Find out as much information as to what occurred and what is the physical condition of the injured person:
    - Ask name and identification if you don't know it
    - Talk to the person to find out if the person recognizes where and who he/she is
    - Stop or slow down any bleeding if possible.
    - Be ready to provide as much information to emergency personnel upon arrival.

**If not a serious condition**
- The injured/ill person should be given first aid and taken to the nearest primary care center for treatment unless help is already on the way.
- Be sure the injured person is in fact in control of his/her abilities.

**NOTE: Fill an accideut report as required by law.**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the matter of a request
for waiver by:
Dimor International, L.L.C.
Diana Morillo
10750 NW 66th Street, Suite 214
Doral, Florida 33178

OGC No.: 14-0356
SWVA No.: 14-3

_____/

ORDER GRANTING WAIVER

The Florida Department of Environmental Protection (Department) hereby gives notice that it is granting a waiver to Dimor International, L.L.C. (Petitioner) pursuant to section 120.542, Florida Statutes (F.S.), for its facility located at 7621 NW 37th Avenue, Miami, Florida 33147 (Facility). On June 18, 2014, Diana Morillo, Manager Member of Dimor International, L.L.C., submitted a petition for variance or waiver to the Department. The Petitioner requests a waiver from Rule 62-711.500(3)(a), Florida Administrative Code (F.A.C.), which requires that owners and operators of waste tire sites provide financial assurance in the amount of the closing cost estimate for the facility.

FINDINGS OF FACT

1. Petitioner operates an automobile waste tire processing facility, located at 7621 NW 37th Avenue, Miami, Florida 33147. Petitioner purchases loads of used tires that are then evaluated for marketability. Used tires that can be reused are sold. Used tires that cannot be sold due to their condition are sent to off-site disposal facilities. Section 403.717(1)(d), F.S., defines waste tires to include used tires, and section 403.717(3)(a), F.S., prohibits any person from storing more than 1,500 waste tires except at a permitted waste tire processing facility or other permitted solid waste

management facility. During operation, the Petitioner stores up to 2,000 waste tires at the Facility. This amount exceeds the statutory limitation of 1,500 waste tires on-site.

2. On August 24, 2011, Petitioner received permit number 0303990-001-WT to operate a waste tire processing facility (Permit) from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), which operates under a delegation agreement with the Department. The Facility has been assigned WACS ID number 99326. Rule 62-711.500(3)(a), F.A.C., requires that proof of financial assurance for the closure of the facility be provided as a necessary part of the permit application. The Permit limits the number of waste tires on-site to less than 20 tons (or approximately 2,000 tires).

3. The closure cost estimate provided to the Department for the maximum number of waste tires stored at the Petitioner's Facility is $3,000. Petitioner currently maintains a Trust Fund in the amount of $3,000 as the financial assurance instrument for closing the waste tire site. According to Petitioner, the administrative fee for maintaining the Trust Fund is $500 per year. Petitioner claims it would be unfair to continue paying annual fees for this financial assurance instrument due to the high administrative costs associated with it relative to the small estimated closure costs. Petitioner estimates that operating the facility for 12 years it will pay in administrative fees approximately double the financial assurance requirement.

4. On June 18, 2014, Petitioner submitted a waiver request seeking to have the provisions of Rule 62-711.500(3)(a), F.A.C., not apply to its permitted waste tire processing facility.

5. No comments have been received from the public in response to the Notice of Receipt published in the Florida Administrative Register on June 23, 2014

## CONCLUSIONS OF LAW

1. Section 120.542, F.S., authorizes the Department to grant a waiver from any of its rules upon a demonstration that the purpose of the underlying statute will be achieved by other means and that application of the rule would create a substantial hardship or would violate principles of fairness.

2. The Petitioner has demonstrated that it will suffer a substantial and unnecessary economic hardship if it is required to maintain proof of financial assurance for closure of its Facility. Because Petitioner's facility's closure costs are so small, it has also demonstrated that granting the waiver would not be expected to pose any significant economic risk to Florida taxpayers and, therefore, is not expected to have any adverse environmental consequences.

3. The Department concludes the Petitioner has demonstrated that it has met the requirements for a waiver from Rule 62-711.500(3)(a), F.A.C., with the conditions below. The Department concludes that Petitioner would suffer a substantial economic hardship if the waiver was not granted, and that the grant of the waiver will be consistent with the general intent and purpose of Chapter 403, F.S.

4. This waiver, by itself, does not constitute authorization for Petitioner to proceed with the proposed project. Petitioner is required to operate the Facility only in accordance with the appropriate permit issued under the Department's delegation agreement with the Miami-Dade County DERM.

For these reasons, the Petition for Waiver is GRANTED, subject to the following conditions.

## CONDITIONS

1. Petitioner shall comply with the applicable requirements for obtaining and maintaining a waste tire processing facility permit contained in Chapter 62-711, F.A.C., including all requirements for the appropriate closure of Petitioner's Facility, except it shall not be required to provide financial assurance for closure of the facility in accordance with Rule 62-711.500(3)(a), F.A.C.

2. Petitioner shall not store more than 2,000 waste tires on-site at the Facility at any one time. The Department reserves the right to revoke this Order if Petitioner fails to comply with this provision of its Permit.

3. The issuance of this waiver does not relieve the Petitioner from the need to comply with all other conditions of any solid waste permit that may be issued, or from any other requirements of federal, state, or local agencies.

## NOTICE OF RIGHTS

The Department's Order Granting Waiver will be considered final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed agency action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within 21 days of receipt of this written notice. Petitions filed by other persons must be filed within 21 days of publication of the notice or receipt of the written notice, whichever occurs first. Under section 120.60(3), F.S., however, any person who asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In accordance with section 120.573, F.S., the Department advises that mediation is not available in this case under the provisions of that statute. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution.

Any party to this order has the right to seek judicial review of it under section 120.68, F.S., by filing a Notice of Appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days after this order is filed with the Clerk of the Department.

DONE AND ORDERED this 22nd day of July, 2014, in Leon County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Assistant Director
Division of Waste Management
2600 Blair Stone Road
Tallahassee, FL 32399-2400

CERTIFICATE OF SERVICE

I, the undersigned designated Department clerk, HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by United States Mail to Ms. Diana Murillo, Dimor International, L.L.C., 10750 NW 66th Street, Suite 214, Doral, Florida 33178, on this 22nd day of July, 2014.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to §120.52(11), Florida Statutes, with the designated Department clerk, receipt of which is hereby acknowledged.

(Clerk) 7/22/2014 (date)

Electronic copies furnished to:
Rebecca Robinette, OGC
Amede Dimonnay, DEP SED
Michell Smith, DEP Tallahassee
Johnny Vega, Miami-Dade County DERM
Tor Bejnar, DEP Tallahassee

DIMOR INTERNATIONAL TIRES
WHOLESALE - IMPORT & EXPORT
7621 N.W 37 AVE, MIAMI - FL, 33147
Ph : 305-951- 6966 / 786-318-1226 / FAX: 786-318-1314

Dimor International L.L.C is a corporation created under the Florida State Laws on May of 2000 and with the principal commercial purpose to Import, Export and local Wholesale of New and Used Tires.

Dimor International L.L.C buys new and used tires from domestic provider's nation wide and also import used tires from Europe with the only purpose to be exported to Central / South America and the Caribbean Islands.

Used Tires Flow:

The used tires are brought to our facility by different providers in containers. These containers could hold 1300 to 1600 used passenger and light truck tires from a wide variety of references and sizes.

Once the tires are unloaded, they are inspected in order to remove the tires that for a specific fact cannot be resold as good quality used tires. Once the tires pass the quality control selection they are either loaded in containers to be exported or sold in quantities to domestic used tire shops.

The used tires that did not pass the quality control process are considered waste tires and placed on an enclosed container. The disposal container belongs to Liberty Recycle (company from Georgia dedicated to collect and recycle waste or scrap tires, which are sent to a processor plant in Central Florida or Georgia). We have a contract with this company since nearly 3 years ago, they drop an empty container in our facility in order to be loaded with the waste tires that we generate as explained above or waste tires that are generated through disposal from the local wholesale of new and use tire sales clients.

The used tires that we buy can only have two destinations: Export / Wholesale or be disposed. We occasionally install tires for our retail clients, but we do not process, nor sell processed scrap tires. Our disposed waste tires through shipping to Liberty Recycle amount to only between 300 and 450 tires per week.

Please do not hesitate to contact us if you need further information.

Sincerely,

Dimor International

Liberty
TIRE RECYCLING

June 1st, 2016

Dimor International Tires
Attn: Wilson Shalom
Miami, Florida 33147

To Whom It May Concern:

Per your request Liberty Tire Recycling, LLC is pleased to offer the following proposal for waste tire removal and disposal, in the event that your facility located at 7621 NW 37th Avenue in Miami, Florida were to close.

Liberty Tire Recycling, LLC will load, transport and properly dispose of approximately 20 tons of whole tires at your facility located at 7621 NW 37th Avenue in Miami, Florida for a price of $150 per ton. The tires locate at your facility would be transported to the Liberty Tire facility located at Port St. Lucie, Florida.

Please let me know if you need any additional information.

Sincerely,

Dewey G Grantham Jr.
Regional Vice President
Liberty Tire Recycling
1593 Huber Street NW
Atlanta, GA 30318
(o) 404-355-0547
(c) 678-414-0274
(f) 888-427-6718

# LEASE RENEWAL AGREEMENT

**THIS LEASE AGREEMENT**, dated as of the 1ST day of March, 2016, is entered into by and between **PANTERA INVESTMENTS, LLC**, a Florida limited liability company ("Landlord"), and **DIMOR INTERNATIONAL, L.L.C.**, a Florida limited liability company d/b/a Dimor International Tires ("Tenant").

Tenant and Landlord agree to the following terms and conditions:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 13,442 square feet of warehouse/office space located at 7621 N.W 37th Avenue, in the City of Miami, Florida , County of Miami-Dade, State of Florida, together with all improvements, fixtures and appurtenances belonging to or pertaining to the demised premises (collectively, the "Premises").

2. **TERM.** This Lease shall be for a term of Ten (10) years, commencing on March 01, 2016 and terminating on February 28, 2026 (the "Initial Term").Tenant shall give Landlord written notice of its intentions to extend lease ninety (90) days prior to expiration of the Initial Term.

3. **RENT.** Tenant agrees to pay to Landlord for the entire term of the lease as follows; commencing on March 01, 2016 the sum of Six Thousand- Six Hundred Forty Eight and 00/100 Dollars ($6,648.00) per month plus applicable sales tax ($7,114.06 total), payable in advance on the first day of each month ("Rent");commencing on March 01, 2017 and for the remaining term of the Lease an increase of 4% per annum to base rent plus applicable sales tax, payable in advance on the first day of each month("Rent"). If Tenant pays Rent after the tenth (10th) day of any month, Tenant will be charged a late- fee of 10% of the base rent amount and $50.00 for any returned checks.

4. **SECURITY DEPOSIT.** Together with the execution of the Lease, Tenant has previously delivered Six Thousand-Eight Hundred Fifty Eight 00/100 Dollars ($6,858.00), (the "Deposit") to be held by Landlord during the Term of this Lease in a non-interest bearing account (the "Account") as security deposit. Landlord may increase the Deposit under this Section upon providing Tenant with sixty (60) days written notice, but shall under no circumstances increase the Deposit to more than two (2) months' Rent. Landlord may mix deposit monies with it's own funds.

5. **USE OF PREMISES.** The Premises may be used and occupied for any lawful purpose ("Tenant's Intended Use"). Landlord warrants that there are no zoning restrictions or other governmental ordinances of any type whatsoever that will prevent or interfere with Tenant's Intended Use.

6. **CONDITION OF PREMISES.** Tenant shall be deemed to have accepted the Premises in an "as-is" condition as of the date of the commencement of the Term, it being understood and agreed that Landlord shall have no additional obligations to renovate or remodel the Premises as a result of Tenant's taking possession of the Premises upon the commencement of the Lease. Landlord has agreed that prior to Tenants' possession it will renovate Premises to an acceptable level of commercial occupancy, including cleaning, painting and minor repairs.

7. **TENANT'S MAINTENANCE.** Tenant shall, at his own expense, maintain the interior and exterior of the Premises in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage excepted.

8. **LANDLORD'S MAINTENANCE.** Landlord shall, at its own expense, maintain, upgrade and replace, as necessary, the exterior, roof, foundation, structural frame, walls, mechanical systems, including, but not limited to, the air conditioning, heating, electrical, plumbing, and sanitary sewer, and parking lot in good repair. Tenant shall give Landlord notice of defects or the need for repairs and/or replacements and Landlord shall promptly repair, replace or otherwise cure such defects.

9. **COMPLIANCE WITH LAWS.** Landlord warrants that, at the time of execution of this Lease entering the Term of this Lease, the Premises will be in compliance with all present and future laws, statutes, ordinance, orders, codes, permits, rules and regulations of all federal, state and local governments, departments, commissions, agencies and board ("Laws") and that there are no pending condemnation proceedings which will effect Tenant's use and enjoyment of the Premises.

Dimor International LLC

10. ALTERNATIONS AND IMPROVEMENTS. At the commencement of the Term or at any time during the Term of this Lease, Tenant may make such alterations, additions and improvements deemed desirable by Tenant to better adapt the Premises for Tenant's Intended Use only with the consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Such alterations, additions or improvements and all equipment fixtures and furniture shall be and remain the property of the Tenant, unless otherwise agreed by the parties, and Tenant may elect to remove them at any time during the Term of this Lease. In the event that Tenant does not remove such alterations, additions, or improvements at the final expiration of the Lease, they shall become the property of the Landlord. At the expiration of the Lease, Tenant shall deliver the Premises to the Landlord in as good order and condition as at the commencement of the Term of this Lease, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Tenant's alterations, additions, improvements or fixtures at the expiration of the Lease shall be repaired at Tenant's expense.

11. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease or its rights under this Lease or may sublease the Premises or any part thereof with the consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant may, however, without such consent (i) assign or sublet this Lease to a corporation with which it may merge or consolidate, (ii) assign or sublet this Lease to Tenant's parents or any subsidiary of Tenant or any corporation under common control with Tenant, provided that in any such case Tenant shall remain primarily liable for all Tenant's obligations hereunder. In the event of any assignment or sublease, except an assignment permitted under subsections (ii) hereof, Tenant shall remain liable for the payment of all Rent required to be paid and for the performance of all terms, covenants and conditions performed by the Tenant.

12. INSURANCE.

a. Tenant shall, at Tenant's cost and expense, maintain a policy of commercial general liability and property damage insurance for the Premises, in the amount of Two Million Dollars ($2,000,000.00) for bodily injury, personal injury or death to any one person, and Two Million Dollars ($2,000,000.00) for bodily injury, personal injury or death to more than one person. Such insurance shall be placed with a company or companies qualified to do business in the State of Florida. In addition, such insurance shall list Landlord as an additional insured. Upon request, Tenant shall provide a Certificate of Insurance evidencing the required coverage, and such Certificate shall provide that the policy may not be cancelled or amended in any material respect without thirty (30) days' prior written notice to Landlord.

b. Tenant and Landlord each waives, for itself and its insured, all rights of recovery against the other for loss of or damage to property (including, without limitation, loss or damage arising out of the negligence of the other party), to the extent that such loss or damage is insured. The party shall notify the respective insurance carriers of the foregoing mutual waiver of subrogation.

13. INDEMNIFICATION.

a. Notwithstanding Tenant's obligation to provide and maintain insurance, Tenant shall defend, indemnify and hold harmless Landlord, and its directors, officers, employees, agents, successors, assignees and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation, reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Tenant) and loss of or damage to any property (including loss or use thereof) in either case proximately caused by or arising out Tenant's use or occupancy of the Premises, including, without limitation (i) acts or omissions of Tenant or its agents or employees, or (ii) the breach of any covenant, representation or warranty of Tenant contained in this Lease. Nothing in this indemnity shall require Tenant to indemnify Landlord from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arising out of the acts or omissions of Landlord, its agents, employees, or contractors.

b. Landlord shall defend, indemnify and hold harmless Tenant and its directors, officers, employees, agents, successors, assignees and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation, reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by or any of such indemnified parties, based upon or arising of any claim for personal injury (including death) suffered by any person (including employees of Landlord) and

loss of or damage to any property (including loss of use thereof) in either case proximately caused by or arising out of the following: (i) acts or omissions of Landlord or its agents, employees, or contractors; or (ii) the breach of any covenant, representation or warranty of Landlord contained in this Lease. Nothing in this indemnity shall require Landlord to indemnify Tenant from and against any claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arising out of the acts or omissions of Tenant, its agents, employees or contractors. Landlord's indemnification obligations set forth herein shall be limited to the amount of insurance received by Landlord plus the value of the Premises.

c. In the event of any claim covered by an indemnity hereunder, the damaged party shall promptly notify the indemnifying party in writing of such claim, and the indemnifying party shall thereupon either pay or undertake to defend such claim on behalf of the damaged party, and the indemnifying party shall hold the damaged party free and harmless from such claim. If the indemnifying party fails to pay or to undertake to defend against such claim, then the damaged party may either pay, settle or contest such claim, in which case the indemnifying party shall reimburse the damaged party for all reasonable payments made and all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with the settlement or contest of such claim, and shall hold the damaged party free and harmless therefrom.

14. **DAMAGE AND DESTRUCTION.**

a. In the event that the Premises shall be damaged to the extent that they are untenable, in part, the Rent shall be abated to the extent that the Premises may not be used for Tenant's Intended Use. Landlord shall promptly repair and/or rebuild the Premises to substantially the same condition in which they existed prior to such damage.

b. In the event that the Premises shall be totally destroyed or shall be damaged as to be totally untenable, either party may elect, within thirty (30) days after the date of such destruction or damage, to terminate this Lease as of such date of destruction or damage. In the event neither party elects to terminate this Lease, Landlord shall promptly restore the Premises to substantially the same condition in which it existed prior to such destruction or damage and the Rent will abate totally during the period of restoration.

c. In the event Landlord does not, within six (6) months of the destruction or damage of the Premises, restore the Premises as required herein, then Tenant shall have the option to terminate this Lease upon written notice to Landlord.

15. **CONDEMNATION.** If the Premises shall be taken or condemned for any public purpose to such an extent as to render the Premises untenable, this Lease shall, at the option of either party, forthwith terminate as of the date of such taking. All proceeds from any taking or condemnation of the Premises shall belong to and be paid to Landlord.

16. **QUIET ENJOYMENT PERIOD.** Landlord represents and warrants that it is the owner of the Premises in fee simple and that it has the full right to execute and perform this Lease, and to grant the demised estate and no joinder or approval of another person is required. No liens, restrictions, or encumbrances, other than those recorded, prevent the Tenant's Intended Use of the Premises. Tenant, upon payment of the Rent and performance of the terms required to be performed by it, shall peacefully and quietly have, hold and enjoy the Premises during the Initial Term of this Lease and any extensions or renewals.

17. **MORTGAGING OF LANDLORD'S ESTATE.** If there is any existing encumbrance on the Premises, or any part thereof, or on the Property, upon the request of Tenant, Landlord hereby agrees to use its best efforts to provide Tenant with a valid, non-disturbance agreement from the lender and/or lienholder, in a form mutually acceptable to lender and/or lienholder and Tenant. In the event Landlord creates any new encumbrance against its estate in the Premises, and at the request of Landlord, Tenant will execute a subordination and attornment agreement upon the condition that Landlord's lender and/or lienholder provides Tenant with a non-disturbance agreement in form and substance mutually acceptable to lender and/or lienholder and Tenant.

18. **PROPERTY TAXES.** Landlord agrees to pay before they become delinquent all real estate taxes and special assessments lawfully levied or assessed against the Premises during the term hereof. The Rent paid by Tenant includes a pro-rata amount of real property taxes based on current year charges. Tenant agrees to pay any

increase in real property taxes above the base amount in effect for current year, pro-rated for time of occupancy and size of leasehold premises in relation to Landlord's entire property. If Tenant fails to pay sums due pursuant to this paragraph within 10 business days of written notice, then such sum shall accrue interest at the default rate of 18% per annum.

19. **UTILITIES.** Landlord represents and warrants that to the best of its knowledge, the Premises are served by appropriate electric, water, gas, septic tank and/or sewer service. The cost of specific utility services, including water, waste removal, electricity, and grounds maintenance shall be paid by Tenant. Any and all other utility services shall be paid by Tenant as well..

20. **SECURITY.** At Tenant's sole discretion, Tenant may obtain and maintain security for the Premises. Tenant will be responsible for paying the cost of any such security provided at the Premises.

21. **DEFAULT BY TENANT.** If Tenant fails to pay any installment of Rent when due and such failure continues for a period of seven (7) days after Tenant's receipt of written notice from Landlord, or if Tenant fails to perform any other obligation hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from Landlord specifying the nature of the default and demand for performance, then and in any event, and as often as such event shall occur, Landlord may (a) declare the term ended and enter into the Premises or any portion thereof, with process of law, and expel Tenant or any person occupying the Premises, using such forces as may be reasonably necessary to do so, and so to repossess and enjoy the Premises as in Landlord's former estate; or (b) relet the Premises applying the rental from the new tenant to this Lease, and Tenant shall be responsible for no more than the balance that may be due, shall a balance exist. Notwithstanding the foregoing, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days from and after the receipt and notice as required above, and Tenant prior to the expiration of thirty (30) days from and after the receipt of notice as required, commences to eliminate the cause of the default, then the Landlord shall not have the right to declare the Tenant in default on account of said cause. Landlord shall mitigate its damages in the event of any such default by Tenant.

22. **DEFAULT BY LANDLORD.** In the event Landlord fails to perform any of its obligations hereunder, Landlord shall be entitled to a reasonable period of time after notice from Tenant to cure such default not to exceed thirty (30) days unless the default, by its nature, cannot be cured in fewer than thirty (30) days and Landlord, during such thirty (30) day period, commences to cure and diligently pursues such cure to completion. In the event Landlord does not cure its default within the time allowed hereby, Tenant may, at its option, cure Landlord's default and deduct the reasonable cost thereof from the following month's Rent. In the event Landlord's default materially affects Tenant's use and enjoyment of the Premises, Tenant may, without prejudice to any other remedy available at law or in equity, terminate this Lease upon written notice to Landlord.

23. **NO RIGHT TO HOLD OVER.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. In the event that Tenant holds over in violation of this Section, then the Rent payable from and after the time of the expiration or earlier termination of this Lease shall be increased to one hundred fifty percent (150%) of the Rent applicable during the month immediately preceding such expiration or earlier termination.

24. **NOTICES.** All notices required or permitted by this Lease shall be in writing, signed by the parties serving the notice, sent to the party at the address shown at the end hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be (i) deposited, postage prepaid, in the registered or certified United States mail, return/receipt/requested, (ii) sent prepaid via a nationally-recognized overnight courier, (iii) hand delivered or (iv) sent via facsimile transmission, provided that a confirmation sheet is retained. Notices shall be deemed given (a) when actually received or on the date delivery refused if by registered or certified United States mail, (b) the next business day if by a nationally-recognized overnight courier, (c) when delivered if by hand delivery, and (d) when sent if by facsimile transmission. Notices not given in the manner or within the time limits set forth in this Lease shall be of no effect and may be disregarded by the party to whom they are directed.

25. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments, whether written or oral. No waivers, alterations, or

modifications of this Lease or any agreements in connection with it shall be valid unless in writing and duly executed by both Landlord and Tenant.

26. **SAVINGS CLAUSE.** If any provision in this Lease is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision of this Lease to be unlawful, void, illegal or unenforceable in any respect, the remainder of this Lease shall be construed as if such unlawful, void, illegal or unenforceable provision were not contained therein, and the rights, obligations and interests of the parties hereto under the remainder of this Lease shall continue in full force and effect undisturbed and unmodified in any way.

27. **ACCEPTANCE OF LEASE.** If this Lease is not executed by Landlord and returned to Tenant within twenty (20) days of the date executed by Tenant then, at Tenant's option, Tenant's offer to lease will be deemed revoked and withdrawn.

28. **ATTORNEYS' FEES.** If either party resorts to legal action to enforce its rights under this Lease, the prevailing party shall recover from any other party its costs of such legal action, including, without limitation, reasonable attorneys' fees.

29. **TIME IS OF THE ESSENCE.** It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

30. **ENTRY ONTO PREMISES.** Landlord or any of its directors, officers, employees, agents, successors, assignees and affiliates shall have the right to enter Premises during all reasonable business hours, to make such repairs, additions or alterations as may be deemed necessary to comply with its warranties under this Lease. Landlord may, thirty (30) days prior to the expiration of this Lease, exhibit the Premises and/or put or keep upon the doors or windows thereof a notice of "For Rent."

31. **HOMESTEAD EXEMPTION.** Tenant and its heirs, executors, administrators, successors and assignees waives and renounces all homestead and exemption rights it may now or hereafter have under the Constitution and Laws of the State of Florida, the United States, or any other governmental entity, as against the payment of Rent or any portion hereof, or any other obligation that may accrue under the terms of this Lease.

32. **ADVERTISING.** Tenant may place signs, awnings, or other advertisements it deems necessary on the Premises or the Property with the consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

33. **SUCCESSORS AND ASSIGNEES.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assignees.

34. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Florida irrespective of any conflict of law provisions.

**[signatures on following page]**

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed by their duly authorized representatives.

**"LANDLORD"**
Pantera Investments, LLC

By: _____
Name: Carlos A. Valdes
Title: Manager
Date: 3/1/16

Witness

Witness

Address for Notice:
19475 SW 204 St
Miami, FL 33187

Attention:
Telephone No. 305-720-1490
Facsimile No.

**"TENANT"**
Dimor International, L.L.C. d/b/a Dimor International Tires

By: _____
Name: Wilson Salon
Title:
Date: 3/1/16

Witness

Witness

Address for Notice:

Attention:
Telephone No.
Facsimile No.

MIAMI-DADE FIRE RESCUE DEPARTMENT
FIRE PREVENTION DIVISION
9300 NW 41ST STREET
MIAMI, FLORIDA 33178

# PERMIT

Below is the Annual Operating Permit issued by the
Miami-Dade Fire Rescue Department.
Should you have any questions regarding this
permit, please contact the Fire Prevention Division
at (786) 331- 4800

**PERMIT#:11127-00671**
DIMOR INTERNATIONAL TIRES
10750 NW 66 ST DORAL ISLANDCAPTIVA B 214
DORAL, FL 33178

*(Please cut along dotted line and post permit in your place of business)*

## PERMIT CERTIFICATE

MIAMI-DADE FIRE RESCUE DEPARTMENT
ANNUAL OPERATING PERMIT
9300 NW 41 STREET
MIAMI, FLORIDA 33178
(786) 331-4800

**PERMIT#:11127-00671**

**Permit Expires Last Date In The Month Of:**
August/2016

**Business Name:**
DIMOR INTERNATIONAL TIRES / Industrial / Manufacturing

**Business Owner / Rep:**
DIANA MORILLO

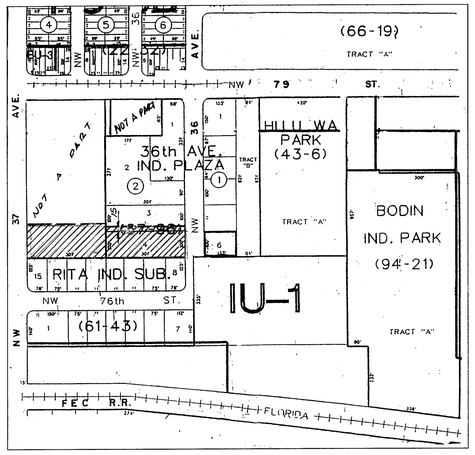
**Billing Address:**
DIMOR INTERNATIONAL TIRES
10750 NW 66 ST DORAL ISLANDCAPTIVA B 214
DORAL, FL 33178

**Location Address:**
DIMOR INTERNATIONAL TIRES
7621 - 7621 NW 37 AVE
MIAMI, FL 33147

**This Permit is issued in accordance with Article III, Section 14-53, of the code of Miami-Dade County and the South Florida Fire Prevention Code under conditions set forth herein. Violations of the aforementioned will be grounds for immediate revocation.**

**Permit Authorized by:**

**Chief Alan R. Cominsky, Fire Marshal**
**Miami-Dade Fire Rescue Department**




## LOCATION MAP

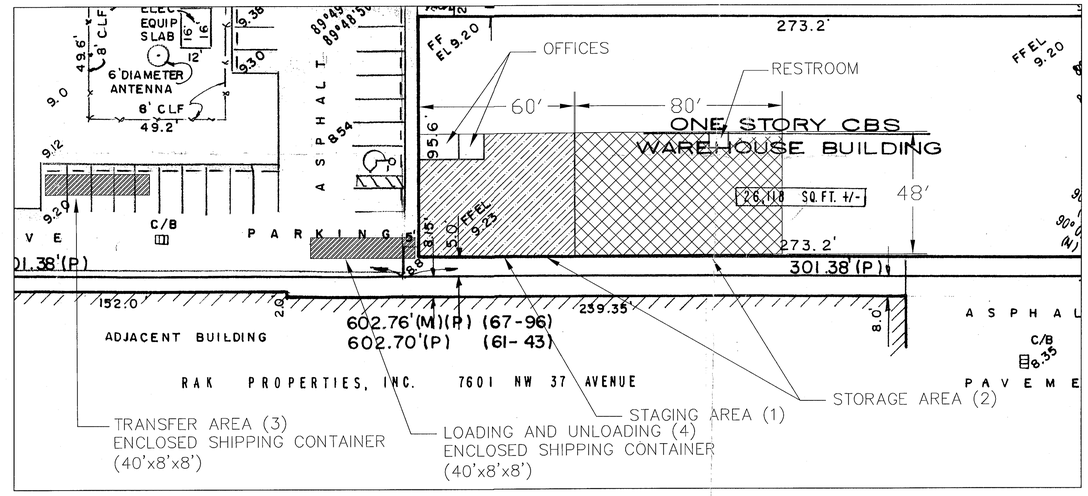
SCALE: NTS

## LEGAL DESCRIPTION

PARCEL 1
LOT 4 AND THE SOUTH 15, FEET OF LOT 3, BLOCK2, 36TH AVE. INDUSTRIAL PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA; AND;

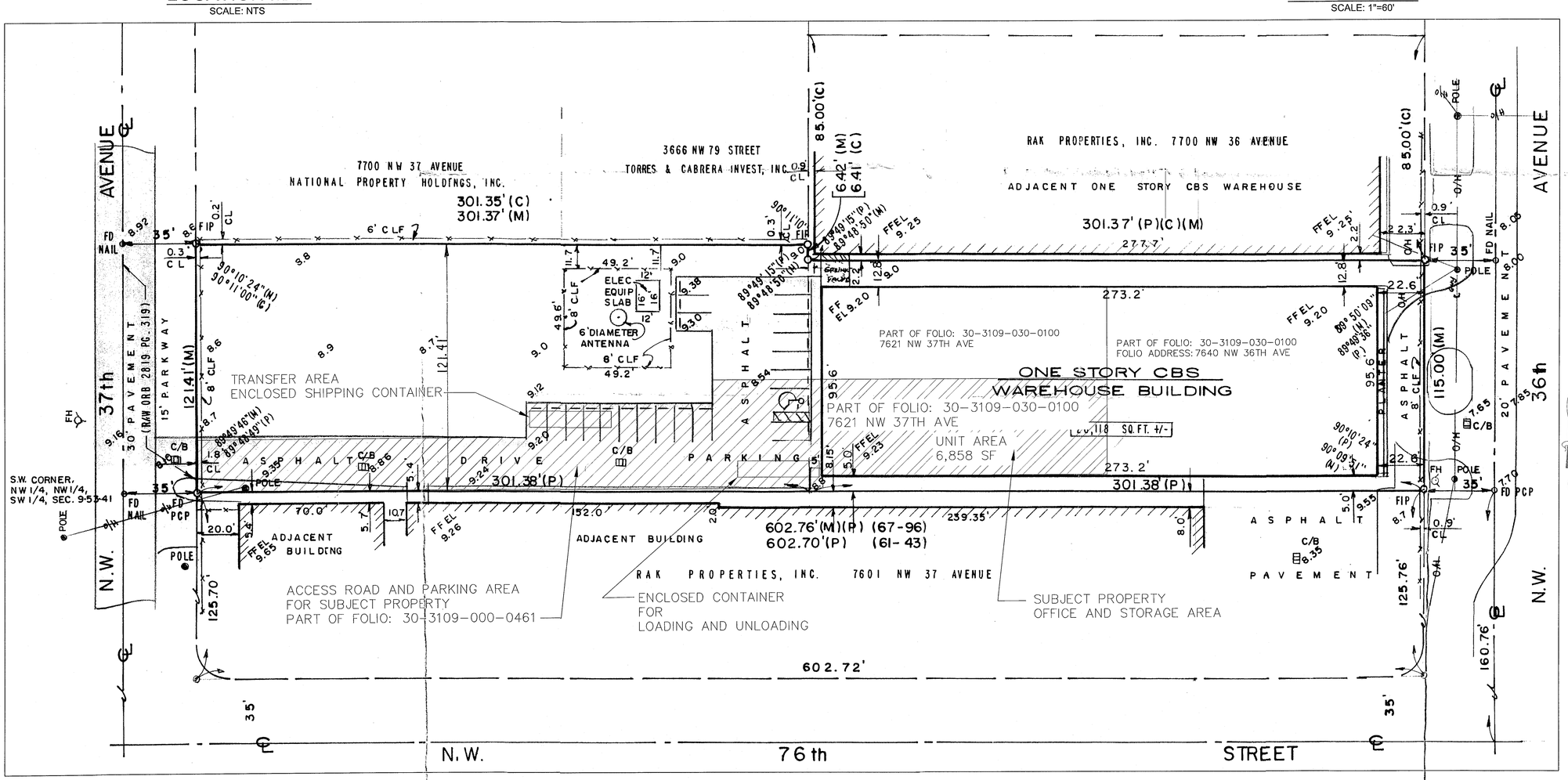
PARCEL 2
THE SOUTH 121.41 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 41 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

SITE DATA:
OFFICE AND STORAGE AREA: 6,858 SQ.FT.
ACCESS ROAD AND PARKING AREA: APPROXIMATELY 10,650 SQ.FT.




## WORK AREAS

SCALE: 1"=60'




| REVISIONS: | DATE: |
|---|---|
| ADDED INTERIOR LAYOUT | 7/7/2010 |
| ADDED DIMENSIONS OF CONTAINERS | 12/2/2010 |

APPROVALS:

CERTIFICATION: NOT VALID WITHOUT EMBOSSED SEAL. RAFAEL ROBAYNA, JR. P.E. 19453 STATE OF FLORIDA

BY: AUG 18 2016

DESIGNED: OER
DRAWN: OER
CHECKED: RLR
SCALE: 1" = 30'

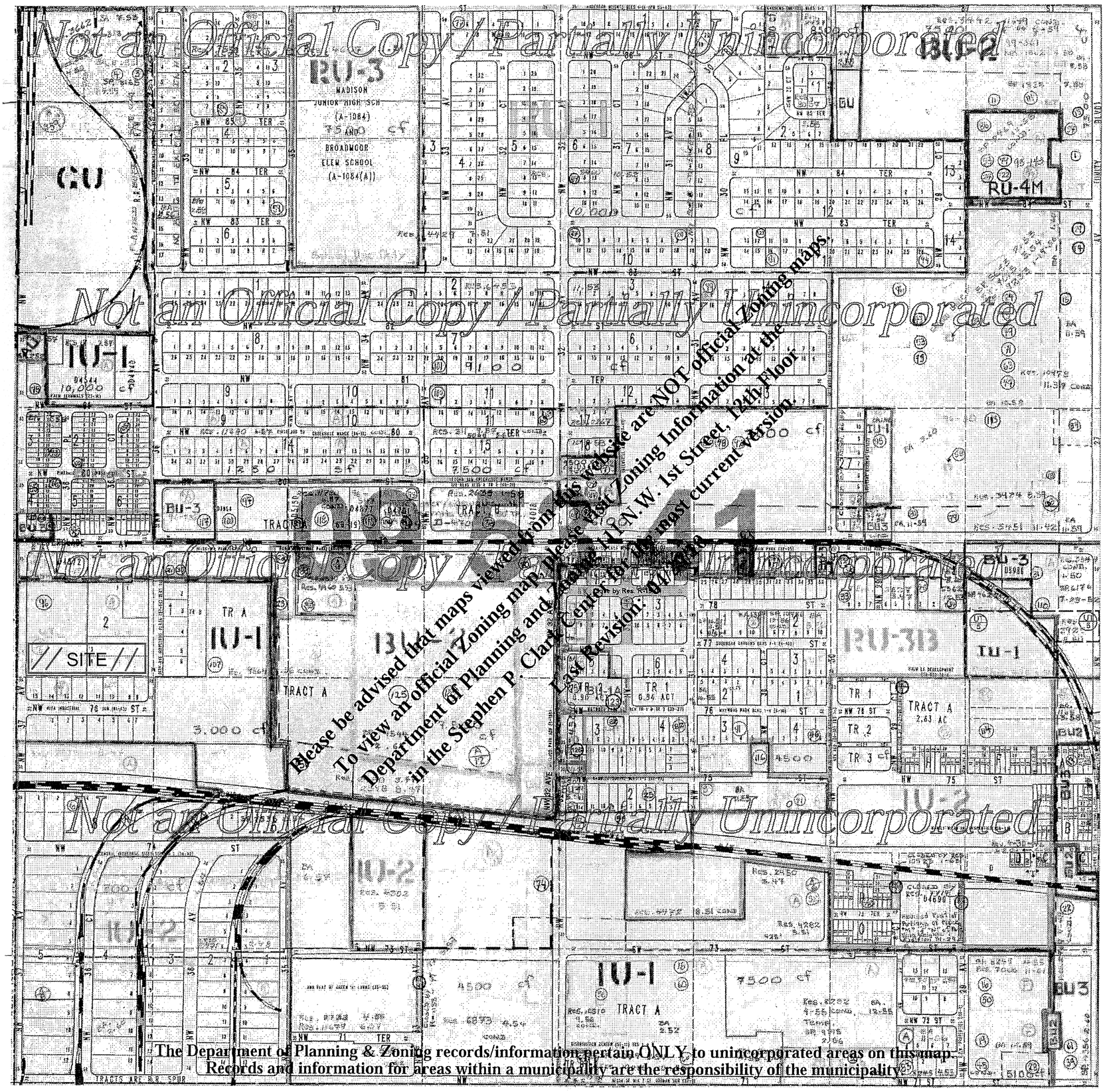
ROBAYNA AND ASSOCIATES INC.
ENGINEERS.PLANNERS.SURVEYORS
5723 NW 158th STREET
MIAMI LAKES, FL 33014
PH.(305) 823-9316
EB # 3304

DRAWING NAME: SITE PLAN
PROJECT: 7640 NW 36 AVE, UNIT # 7621
PREPARED FOR: DIMOR INTERNATIONAL, LLC

SHEET: 1 OF 1 SHEETS
DATE: 05-06-2010
PROJ. No: 100054

RECEIVED
AUG 22 2016
PC... DIVISION

E:\SERVER DRAWINGS\2010\DIMOR INTERNATIONAL TIRES\100054 TIRE COLLECTION AND STORAGE\100054\01 PROCESS\PLAN-TIRES.DWG 12/2/2010 12:46:40 PM




NOT PREPARED BY ROBAYNA AND ASSOCIATES , INC
OBTAINED FROM MIAMI DADE COUNTY WEB SITE (BEST AVAILABLE INFORMATION)

RAFAEL L. ROBAYNA
P.E. #19453
STATE OF FLORIDA