



APR 16 '13 PM3:53

Duane Altig

April 16, 2013

Metro
600 NE Grand Avenue
Portland, Oregon – 97232

RE: Solid Waste License Renewal for Recology Portland, Inc. Foster Road Material Recovery Facility

Dear Mr. Altig:

Please find enclosed the Solid Waste License Renewal Application for the Recology Portland, Inc. Foster Road Material Recovery Facility.

Specifically, we are including the following enclosures along with the application:

- The Application fee, payable to Metro, in the amount of \$300.00
- Attachment #1, which summarizes the responses to question 5 within the Application itself
- A revised and updated Operations Plan (dated April 15, 2013)
- Attachments A through G (outlined within the Application)

Thank you with your assistance. Please feel free to call me at 503-285-8777 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Ame LeCocq'.

Ame LeCocq
Group Environmental Manager



**Metro Solid Waste Facility License
Renewal Application**

Solid Waste Reload Facility

Recology Portland, Inc

Foster Road Recovery Facility

6400 SE 101st Avenue, Building 4-A

Portland, Oregon - 97266

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1835 | FAX 503 813-7544



METRO

www.oregonmetro.gov

Solid Waste Facility License Renewal Application

Solid Waste Reload Facility



METRO

METRO SOLID WASTE FACILITY LICENSE RENEWAL APPLICATION PACKET

Issued:
November 2010

This packet contains an application for a Metro Solid Waste Facility License. You may also want to review the relevant sections of the Metro Code for additional information. The Metro Code can be accessed via the Metro web site at www.oregonmetro.gov. Solid waste facilities within the Metro boundary generally may operate only under the authorization of a License or Franchise.

Application for a new Solid Waste Facility License

Those wishing to apply for a new Metro Solid Waste Facility License should schedule a pre-application conference prior to submitting a final application form. Applicants should prepare for the pre-application conference by reviewing the application forms and drafting answers prior to the conference with Metro. To schedule the pre-application conference, contact Metro's Solid Waste Compliance and Cleanup Division at (503) 797-1835. The purpose of the pre-application conference is to determine what parts of the Metro Solid Waste Facility Application you will need to submit, and to identify any potential issues specific to your proposal. Applications for new Licenses are generally granted or denied within 120 days of the filing of a complete application. (See Metro Code section 5.01.060.) The fee for filing a license application is \$300.

Renewal of an Existing License

Those wishing to renew an existing authorization without substantive changes to the current authorization must submit a completed *Renewal Application Form*, unless otherwise directed by Metro staff. License renewal applications must be submitted not less than 60 days prior to expiration of the existing license. Failure to submit applications in a timely fashion may result in a lapse of authority to operate. (See Metro Code section 5.01.087.) The fee for filing a license renewal application is \$300.

Change of Authorization to an Existing License

A change in authorization of an existing License requires an application for a formal License amendment. The applicant cannot implement the change of authorization until it has been approved by Metro. (See Metro Code section 5.01.095.) The fee for filing an application for a change of authorization or limits is \$100.

Change of Ownership or Control of an Existing License

To transfer ownership or control of an existing License, an application for a formal License amendment is required. The applicant cannot transfer ownership or control of an existing License until it has been approved by Metro. (See Metro Code section 5.01.090.)



METRO

MAIL THIS APPLICATION TO:

DATE RECEIVED BY METRO:

Metro Finance and Regulatory Services
Solid Waste Compliance and Cleanup
600 NE Grand Avenue
Portland, OR 97232-2736
(503) 797-1835

APR 16 '13 PM 3:53

Solid Waste Facility License Renewal Application Solid Waste Reload Facility

PART 1 - Standard License Application Information

Applicants applying to operate a solid waste facility must provide the following information:

1. Applicant (Licensee)	
Facility Name:	Foster Road Recovery Facility
Company Name:	Recology Portland, Inc
Street Address:	6400 SE 101 st Avenue, Building 4-A - Portland, Oregon, 97266
Mailing Address:	4044 North Suttle Road
City/State/Zip:	Portland, OR 97217
Contact Person:	Ame LeCocq
Phone Number:	503-285-8777
Fax Number:	503-285-3811
E-mail Address:	alecocq@recology.com

2. Licensee's Owner or Parent Company (provide information for all owners)	
Name:	Recology
Address:	50 California Street, 24 th Floor
City/State/Zip:	San Francisco, CA 94111
Phone Number:	415-875-1000
Fax Number:	415-875-1154
E-mail Address:	emerrill@recology.com

3. Land Owner

Is the applicant the sole owner of the property on which the facility is located?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO If no, complete the rest of the information requested in this section and submit Attachment G (Property Use Consent Form), signed by the owner(s) of the property.
Name:	Jameson Partners dba Freeway Land Co.	
Mailing Address:	PO Box 10067	
City/State/Zip:	Portland, Oregon 97296-0067	
Phone Number:	503-219-9370	

4. Public/Commercial Operations

Will the facility be open to the public?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will the facility be open to non-affiliated commercial solid waste collectors?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will the facility be open to solid waste collection companies that collect waste from outside the boundary of Metro?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Operating Hours and Traffic Volume:	PUBLIC	COMMERCIAL AFFILIATED	COMMERCIAL NON-AFFILIATED
Operating Hours	7am – 5 pm Mon-Fri 8am – 5 pm Sat Closed Sun.	7am – 5 pm Mon-Fri 8am – 5 pm Sat Closed Sun.	7am – 5 pm Mon-Fri 8am – 5 pm Sat Closed Sun.
Estimated Vehicles Per Day	10	30	50

5. Solid Waste To Be Accepted and Activities Conducted

For each material type accepted at the facility, list the expected posted tip fee: (attach additional pages if necessary)

WASTES / MATERIALS TO BE ACCEPTED	EXPECTED TIP FEE
<i>See Attachment #1</i>	

Describe the purpose (activities to be performed and waste types to be received) of the proposed facility and include an estimate of the quantity of waste to be received annually.

WASTE TYPE	PURPOSE	QUANTITY
<i>See Attachment #1</i>		

Solid Waste delivered to this facility will be reloaded for transport to the following facility or facilities: (Please list all facilities and include additional pages if necessary.)

FACILITY NAME	WASTE TYPE	WASTE QUANTITY	PURPOSE *
<i>See Attachment #1</i>			

* For example: Processing, disposal.

6. Has the Operating Plan changed from that previously submitted and currently on file at Metro?

NO

YES If yes, submit an updated Operating Plan that includes the following requirements for Metro review and approval with this application.

a) Procedures for inspecting loads.

- Inspecting incoming loads for the presence of prohibited wastes.
- A set of objective criteria for accepting and rejecting loads.

b) Procedures for processing loads.

- Processing authorized solid wastes, including any chipping or grinding.
- Procedures for minimizing storage times, avoiding delay in processing and managing waste during all weather conditions.
- Describe the maximum length of time for retaining wastes on-site if it is beyond 24-hours.

c) Procedures for managing prohibited wastes. The operating plan shall describe procedures for managing and transporting to appropriate facilities any prohibited wastes discovered at the facility. The plan shall include procedures for managing.

- Hazardous wastes.
- Other prohibited solid wastes.

d) Procedures for emergencies. The operating plan shall describe procedures to be followed in case of fire or other emergency.

e) Procedures for preventing and controlling nuisances, including noise, vectors, dust, litter, and odors. Include a description of how you encourage delivery of waste in covered loads.

f) Procedures for fire prevention, protection, and control measures used at the facility.

7. Has the facility site plan changed from that previously submitted and currently on file at Metro?

NO

YES If yes, complete and submit Attachment A with this application.

8. Has the facility design plan changed from that previously submitted and currently on file at Metro?

NO

YES If yes, complete and submit Attachment B with this application.

9. Have any required insurance policies on file with Metro expired?

NO

YES If yes, submit copies of new policies with Attachment C with this application.

10. Have any required federal, state, county or city permits, licenses or franchises on file with Metro expired?

NO

YES If yes, submit new documents with Attachment D or E with this application.

11. Are there any other proposed material changes not already described herein from the information submitted by the Licensee with its prior license application and renewal requests? For example, have there been changes in the activities performed, wastes received, or annual amount of waste received?

NO

YES If yes, please describe and explain the changes (attach additional pages as necessary).

PART 2 – Standard Attachments (License application form continued)

Applicants who have previously submitted copies of permits, site plans, facility design plans, or other attachments required herein, are not required to re-submit such documents if the documents on file at Metro are current.

ATTACHMENT A: SITE PLAN

Scaled maps, drawings or diagrams showing the location of the facility at a scale no smaller than one inch equals 100 feet. The following information must be provided:

- Boundaries of the facility.
- Property boundaries, if different.
- Boundaries of the sorting, processing or reload area.
- Location of all buildings on the property and other pertinent information with respect to the operation of the facility (e.g. scale locations, water supply, fencing, access roads, paved areas, etc.).
- Location of receiving, processing, and storage areas for solid waste, source-separated recyclable materials, recovered materials, waste residuals, hazardous waste, and other materials.

ATTACHMENT B: GENERAL FACILITY DESIGN PLAN

The following information must be provided:

- A description of any barriers that the facility has (or will have) to prevent unauthorized entry and dumping (fencing, gates, locks).
- A description of the facility signage to include: name of facility, address of facility, emergency number, operating hours, fees and charges, Metro's name and telephone number (503) 234-3000, and a list of authorized and prohibited wastes.
- The estimated capacity (cubic yards) of the facility storage area(s) for incoming solid waste waiting to be processed.
- The estimated capacity (cubic yards) for storage of recovered materials.
- On-site traffic flow patterns, including user type designation.

ATTACHMENT C: INSURANCE

Include proof of the following types of insurance, covering the applicant, its employees, and agents:

- Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage.
- Automobile bodily injury and property damage liability insurance.
- Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSURED.

ATTACHMENT D: DEQ PERMIT APPLICATIONS AND INFORMATION

The following information must be provided:

- A duplicate copy of all applications for necessary DEQ permits and any other information required by or submitted to DEQ, including closure plans, financial assurance for the costs of closure of the facility, and conditional use permit or land use compatibility statement, if applicable.

ATTACHMENT E: OTHER REQUIRED PERMITS

The following information must be provided:

- A copy of any required federal, state, county, city or other permits, licenses, or franchises that have been granted or issued, not including materials required by Attachment D, or a copy of any applications for such other permits, licenses, or franchises. Copies of correspondence pertaining to such permits, licenses or franchises may be requested.

ATTACHMENT F: CLOSURE PLAN AND FINANCIAL ASSURANCE

- If a closure plan and financial assurance are required by DEQ, copies of these documents should be included with the application per Attachment D.
- If DEQ did **not** require a closure plan for the facility, attach a closure document describing closure protocol.
- If DEQ did **not** require any financial assurance for the costs of closure of the facility, attach proof of financial assurance for the costs of closure of the facility.

ATTACHMENT G: PROPERTY USE CONSENT FORM

- If required by Part 1 of this application. Form is available at www.oregonmetro.gov.

Solid Waste Reload Facility

METRO SOLID WASTE LICENSE RENEWAL APPLICATION FORM

Foster Road Recovery Facility Attachment 1 to Application

5. Solid Waste To Be Accepted and Activities Conducted

For each material type accepted at the facility, list the expected posted public tip fee:

WASTES / MATERIALS TO BE ACCEPTED	EXPECTED TIP FEE
Mixed Non-Putrescible Solid Waste (Dry Waste)	\$89.00 per ton
Yard Debris	\$45.00 per ton
Land Clearing Debris (Large Stumps)	\$95.00 per ton
Clean Wood Waste	\$40.00 per ton
Painted / Treated Wood Waste	\$89.00 per ton
Chipped Wood	\$15.00 per ton
Electronic Waste (E-Waste)	\$0.00
Concrete (Clean / With Re-Bar)	\$25.00 / \$25.00 per ton
Clean Gypsum Wallboard (Sheetrock)	\$89.00 per ton
Sod	\$45.00 per ton
Metal	\$0.00
Styrofoam (Less than 1 yard)	\$0.00
Styrofoam (Greater than 1 yard)	\$3.00 per yard
Tires (Automobile)	\$5.00 each
Tires (Truck)	\$15.00 each
Christmas Trees (Seasonal)	\$1.00 each

8. Solid Waste to Be Accepted and Activities Conducted

Describe the purpose (activities to be performed and waste types to be received) of the proposed facility, include an estimate of the quantity of waste to be received annually.

WASTE TYPE	PURPOSE	QUANTITY Need to check amounts against historical data
Mixed Dry Waste	Sorting for the purpose of recovery and recycling	12,000 tons/year
Yard Debris	Grinding and/or Reloading to compost facilities	15,000 tons/year
Land Clearing Debris (Large Stumps)	Grinding and Reloading for hogged fuel	675 tons/year
Wood Waste (clean/painted/treated/chipped)	Grinding and Reloading for hogged fuel	14,000 tons/year
E-Waste	Sorting, consolidating, and transfer for reuse or recycling	60 tons/year
Concrete (Clean / with Re-Bar)	Reloading for reuse or recycling	1,000 tons/year
Clean Gypsum Wallboard (Sheetrock)	Reloading for reuse or recycling	150 tons/year
Sod	Reloading for reuse or recycling	1,500 tons/year
Metal	Reloading for recycling	600 tons/year
Styrofoam	Densifying and transfer for reuse or recycling	25 tons/year
Tires	Storing, consolidating, and transfer for reuse or recycling	300 units/year
Christmas Trees	Grinding and Reloading for hogged fuel	150 units/year

Solid Waste, and/or Solid Waste Residual from processing of Solid Waste, delivered to this facility will be reloaded for transport to the following facility or facilities: (Please list all facilities and include additional pages if necessary.)

FACILITY NAME	WASTE TYPE	WASTE QUANTITY	PURPOSE
Drywall Recycling Services (DRS)	Drywall	50 tons	Recycling
Tire Disposal and Recycling	Tires	300 units /year	Recycling
Universal Recycling Technologies	Electronics	60 tons	Recycling
Wasco County Landfill	Solid Waste	1,100 tons	Disposal
Waste Management of Alameda	Solid Waste	8,000 tons	Disposal
Waste Express	Hazardous Waste	400 pounds	Disposal
Greenway	Roofing	150 tons	Reuse/Recycling
Metro Metals	Metal	500 tons	Recycling
Bobs Metals	Metal	100 tons	Recycling
SP Newsprint	Wood Waste	6,000 tons	Hogged Fuel
Longview Fiber	Wood Waste	15,000 tons	Hogged Fuel
Nature's Needs Compost Facility	Yard Debris	15,000 tons	Composting
International Paper	Styrofoam	25 tons	Recycle
Smurfit	Cardboard	190 tons	Recycling



OPERATIONS PLAN

**RECOLOGY PORTLAND, INC
FOSTER ROAD RECOVERY FACILITY**

**6400 SE 101ST AVENUE
PORTLAND, OREGON 97266**

April 15, 2013

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ACRONYMS AND ABBREVIATIONS

ACM	Asbestos-Containing Material
ACWM	Asbestos Containing Waste Material
DEQ	Oregon Department of Environmental Quality
ft	Foot
H&S	Health and Safety
MRF	Material Recovery Facility
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
OAR	Oregon Administrative Rule
PPE	Personal Protective Equipment
	Recology Oregon Material Recovery

1 Introduction

1.1 Purpose

This Solid Waste Disposal Facility Operations Plan (SWFOP) was prepared in compliance with Oregon Administrative Rules (OAR) 340.096.0040(4). The SWFOP pertains to a proposed Mixed Dry Solid Waste Material Recovery Facility (MRF) operated by Recology Portland, Inc. (RPI) and contains procedures for handling, storing, and processing mixed dry solid waste. Special waste procedures for asbestos-containing materials are also summarized in this operation plan.

The SWFOP is part of the supporting documentation required by the Oregon Department of Environmental Quality (DEQ) for Solid Waste Permit #1369. The facility also operates in accordance with Metro License #L-036-09C.

1.2 Regulatory Requirements

Operations at the RPI MRF facility will be in conformance with the requirements governing solid waste facilities as defined in OAR 340.093 through OAR 340.097.

Any time this operation plan is updated RPI shall submit the updated plan to Metro and DEQ for approval.

1.3 Overview of Operations

RPI operates a MRF in Building 4A and an adjacent yard at the industrial Freeway Land Complex. The total leased area is approximately 2.23 acres, including Building 4A and the immediate surrounding asphalt area. Building 4A is totally enclosed and consists of a 46,500-square foot (sf) concrete floor that includes an area for tipping and sorting, a shop, break room, and an office. Dry solid waste materials are tipped, sorted, stored, and loaded on approximately 29,000 sf of concrete floor. All mixed dry solid waste materials are managed within this enclosed and covered facility with the exception of wood waste (e.g. C&D wood debris, yard debris, other wood debris,) and metal, which are managed both inside and outside Building 4A. All loads delivered to the facility are weighed on a single scale.

The existing MRF building is covered and totally enclosed and has an impervious concrete floor surface.

2 Facility Description

2.1 Site Location and Topography

The RPI MRF facility is located within an industrial park at 6400 SE 101st Avenue, Portland, Oregon in township 1 South, range 2 East, sections 15, 16, 21, and 22. The site is approximately one mile east of I-205 and one and one-half miles north of Mount Scott. The site is bordered to the north by Johnson Creek, to the east by residential properties, to the south by residential properties, and to the west by I-205. The site is primarily flat and consists of impervious surfaces.

2.2 Facility Layout Site Access and Egress

Most mixed dry solid waste is hauled to the MRF in trucks that transport 40 cubic yard (cy) drop boxes. Trucks delivering mixed dry solid waste to the MRF will be required to weigh in at the scales. Loads of yard debris, wood, or metal will be tipped near the appropriate exterior container. Loads of mixed dry solid waste or source-separated recyclables are tipped inside Building 4A. After unloading, trucks are required to weigh out at the scale before leaving the site.

At present, the access route leading to the scales, on the west and north sides of building 4A, is approximately 250 feet long and has sufficient space to accommodate six to seven trucks in queue. Trucks going from Building 4A to weigh out at the scale can also queue along the private access road on the south and west sides of the building.

Vehicles delivering waste to the facility will be instructed not to park or queue on public streets or roads, except under emergency conditions.

2.3 Storm and Sanitary Disposal

Mixed dry solid waste will be tipped, inspected and reloaded inside Building 4A and will not be exposed to stormwater. Yard debris and wood will be stored in outside piles, and metal is stored in outdoor drop boxes. These materials will be in contact with rain and can generate stormwater runoff. However, best management practices (BMP) will be implemented in accordance with the industrial complex's Stormwater Pollution Control Plan and the runoff will be monitored as part of the industrial complex's National Pollutant Discharge Elimination System (NPDES) stormwater permit.

Stormwater is treated as part of the overall Freeway Land Complex stormwater system, which includes oil/water separation and absorbent booms. The Freeway Land Company maintains a Stormwater Pollution Control Plan (SWPCP) which outlines BMPs for the entire business complex, and a copy of the most current plan is on file at their office.

2.4 Leachate Management System

The facility accepts mixed dry solid waste and is not expected to produce leachate inside Building 4A. Water used to mist loads, wash equipment, and wash down floors is contained inside the facility. Water that accumulates on the floor will be absorbed with residuals. Water that migrates outside the building will be absorbed with wood chips, eco bags, booms, and/or absorbent materials. These materials will be scooped up with shovels and loaded into a suitable container for disposal at an appropriate offsite disposal location.

Stormwater runoff from exterior stockpile areas is managed and disposed as described in Section 2.3.

2.5 Surface Water and Surface Drainage Control

The main stormwater drainage ditch for the industrial Freeway Land Complex is located in the southern portion of the site. The ditch begins at the south end of 101st Avenue and flows approximately 150 yards to the west before discharging to Johnson Creek.

A network of stormwater catch basins is placed between the buildings and in the paved parking areas. From these catch basins, branch lines are connected to the main storm sewer along 101st Avenue, which is connected to a culvert that begins at the sediment settling pond to the northeast at the Lakeside gravel storage area. The culvert collects storm-water from the eastern portion of the site and from the wetland area east of the Rinker sand storage area. All stormwater flows through the oil/water separator before it is discharged into the open ditch that empties into Johnson Creek.

3 General Facility Operations

3.1 Hours of Operation

The RPI MRF facility will operate Monday through Saturday. Commercial and public vehicles will be accepted at the facility between 7 AM and 5 PM on week days and between 8:00 AM and 5:00 PM on Saturdays.

The facility may operate more than 12 hours to accommodate incoming waste if necessary. Two unloading bays will be used to tip incoming loads of mixed dry solid waste, allowing two trucks to tip simultaneously.

3.2 Access Control

Access to the industrial Freeway Land site is controlled by a gate at the entrance from 101st Avenue. This entrance is the only access route to the site for pedestrians and vehicles. During non-business hours, the gate is closed and locked to prevent unauthorized entry and dumping. The site is surrounded by an existing fence.

Signs are used to direct vehicles that enter the Freeway Land Complex to the MRF scales. From the scales, vehicles are directed to Building 4A or outdoor areas to unload. After unloading, the vehicles weigh out at the scales to complete their transaction and then exit the site.

3.3 Reporting Requirements

The facility maintains records to document when and how much material enters and leaves the facility. Truck logs and scale tickets document the weight of dry waste loads entering the MRF facility and the quantity of recyclable and residual material exported off site.

RPI's management maintains all records for facility management purposes, Metro and DEQ reporting, and DEQ inspections. An annual report summarizing the weight of material is submitted to DEQ on a DEQ-approved form. Material weights are also reported to Metro monthly.

3.4 Opportunity to Recycle

All materials deemed recyclable are recycled. This may include, but is not limited to: wood waste (C&D wood debris), yard debris, metal, cardboard, certain plastics, and polystyrene foam separated from the mixed dry waste loads. As markets for other recyclables are developed, RPI continually seeks to maximize diversion from landfilling.

3.5 Litter Prevention

In accordance with Section 5.7 of the facility's Metro License, operations personnel will keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated as a result of the facility's operation. Regular litter patrols will be conducted for this purpose.

3.6 Vector Prevention and Control

Vectors, such as flies, rodents, and birds, will be minimized by not accepting residential or commercial putrescible solid waste. Any incidental putrescible waste that is received will be immediately placed into a covered container and then disposed of at a proper disposal site. All measures will be taken to prevent and control any other materials which might attract and encourage vectors.

3.7 Dust, Noise, Odor Prevention and Control

Numerous BMPs for nuisance control will be implemented at the MRF facility in order to minimize potential nuisance conditions.

The MRF facility is located in a predominantly industrial area. Noises generated by operations at the facility are consistent with normal industrial noise levels at the various operating facilities in the complex. All equipment has appropriate mufflers and other noise reducing mechanisms. Yard debris and any potential odorous loads will be covered, mixed and removed to minimize odors leaving the site.

Fugitive dust emissions will be controlled by using water to mist loads as necessary. Water used for dust control inside Building 4A will be obtained from the potable water service in the building. If potable water does not sufficiently control dust, commercially available misting systems designed specifically for MRFs will be evaluated, purchased, and installed if necessary. A water truck or sprinkler system may be used to control dust around the exterior stockpiles, scales and access road.

3.8 Truck Washing Facilities

As required by the SWPCP, washing trucks is not permitted in outdoor areas of the Freeway Land Complex. Equipment will not be steam-cleaned or pressure washed in yards or outside of buildings. Equipment that needs to be washed will be washed inside building 4A. Low-pressure hoses will be used where feasible to remove dirt or trash from equipment. Soap will not be used in the washing process. Wash water will be contained within the building on the floor by using temporary berms and absorbed with residuals, wood chips, eco bags, booms and/or oil absorbent materials.

3.9 Leachate Separation and Treatment

The facility will only accept mixed dry solid waste and is not expected to produce any leachate in Building 4A. Water used to mist loads, wash equipment, and wash down floors

will be contained inside the facility. Water that accumulates on the floor will be absorbed with residuals, wood chips, eco bags, booms, and/or oil absorbent materials. Materials used to adsorb wash water will be disposed of offsite at appropriate disposal locations.

3.10 Stormwater Treatment and Discharge

The Freeway Land Complex maintains a NPDES 1200-Z permit (File No. 110038) and provides treatment facilities for stormwater discharges from the site. Mixed dry solid waste will be handled within Building 4A and will not be exposed to stormwater. As a result, a separate water quality permit is not required.

3.11 Facility Operation Equipment

Facility operation equipment used at the site includes the following:

- 1 small excavator
- 1 skid steer
- 2 front end loaders
- 1 grinder
- 1 large excavator
- 1 diesel forklift

3.11.1 Maintenance Records and Schedules

All equipment used in the onsite operations, as well as RPI owned and/or operated vehicles used to transfer or transport solid waste to and from the facility is maintained to prevent leaks and spills from occurring. Vehicle maintenance is performed on a regularly scheduled basis by a Recology mechanic. Maintenance records for all RPI operating equipment is maintained by the mechanic, and will be made available for inspection to Metro upon request.

3.11.2 Maintenance Shop Materials

Maintenance Shop materials include the following:

- standard hand tools
- air compressor
- tire changing equipment
- hydraulic jacks

Fluids used for maintenance of the facility's equipment are stored in the southeast corner of the Maintenance Shop and include the following:

- Engine Oil – Stored in a 100-gallon square stackable tank.
- Hydraulic Oil – Stored in a 100-gallon square stackable tank.
- WD-40 Lubricant – Stored on a shelf in the Maintenance Shop in pressurized aerosol cans
- Brake Cleaner – Stored on a shelf in the Maintenance Shop in pressurized aerosol cans
- Engine Starting Fluid – Stored on a shelf in the Maintenance Shop in small quantities, generally less than one quart containers
- Two Cycle Engine Oil – Stored on a shelf on the Maintenance Shop in small quantities, generally less than one quart containers
- Unleaded Gasoline – Stored in 10-gallon portable fuel containers located inside a flammable storage cabinet in the Maintenance Shop

3.12 Complaint Response Procedures

A sign is posted on the front of the scale office stating how customers can file a complaint. Complaints are able to be received in person or by phone. A complaint form is completed and entered into a log by RPI each time a complaint is received. The person filing the complaint is contacted if possible and informed how the complaint has been addressed. The complaint form contains the following:

- The nature of the complaint
- The date the complaint was received
- The name, address and telephone number of the person or persons making the complaint
- Actions taken by the operator in response to the complaint

4 Waste Handling Operations

4.1 Acceptable Waste

Acceptable materials include select loads of "dry," nonputrescible wastes containing a high percentage of recyclable materials. Acceptable recyclable materials (including source separated recyclables) are: corrugated, kraft, and mixed waste paper, ferrous and other metals, glass, plastics, yard debris, wood (includes, clean wood, painted and treated wood), construction and demolition wastes (including concrete, rock, brick, dry asphalt, and gypsum wallboard) land clearing debris, creosote-treated wood waste, electronic waste (e-waste), waste tires, appliances (refrigerators, freezers, and air conditioners) and styrofoam.

4.2 Prohibited and Unacceptable Waste

The RPI MRF is prohibited from receiving, processing, reloading or disposing of any solid waste not authorized in the Metro License or DEQ Solid Waste permit. The MRF will not knowingly accept or retain any material amounts of the following types of waste: putrescible waste, special wastes (friable and non-friable asbestos containing materials, septage and sewage sludge), lead acid batteries, liquid waste for disposal, vehicles, infectious, biological or pathological waste, radioactive waste, hazardous waste, wood treated with Pentachlorophenol or Copper Chromium Arsenic, built up roofing (which can include base sheets, coatings, tar, mastics, and roofing insulation), contaminated soils, and any waste prohibited by the DEQ, METRO Regional Government, or the City of Portland permits, codes or regulations. Prohibited wastes will be removed from the facility within 90 days of receipt unless required to be removed sooner by DEQ or a local government in accordance with RPI's Metro License No. L-036-09C.

4.3 Asbestos Containing Waste Material

The RPI MRF at Foster Road is neither designed nor permitted to accept regulated asbestos containing waste materials (ACWM). As a result, our procedures are intended to exclude these materials from being knowingly received. If asbestos containing material is received, the basic procedure is to isolate that portion of the tip floor by cordoning it off with safety cones and/or tape, stop operations in that area until the ACWM is removed either by the generator or a licensed asbestos handling contractor. Asbestos sampling will only be done by a trained individual. Asbestos analysis will only be done by a licensed, independent laboratory.

Training: Prior to the RPI MRF receiving any dry waste material for sorting and recovery, a minimum of two RPI supervisory personnel are trained in the following:

- Recognition of common friable and nonfriable asbestos-containing waste material (ACWM).
- Procedures for handling ACWM.
- Procedures for inspecting incoming loads of dry waste for the presence of ACWM.
- Emergency Response Procedures for handling suspected friable ACWM.

The supervisory personnel who have been trained will train sorting personnel and scale operations workers on the Special Waste Management Plan for ACWM and the above listed procedures. If any ACWM is suspected by these workers they will notify one of the supervisors so that the appropriate plan details can be implemented immediately.

Disposal: Friable or regulated ACWM will be disposed offsite within 90 days of receipt as required by RPI 's Solid Waste Permit (Oregon DEQ) and Solid Waste Facility License (Metro).

4.4 Creosote-Treated Wood Waste

Creosote-treated wood waste will be accepted indoors and stored inside the MRF building pending shipment offsite for grinding and use as hogged fuel. No grinding of creosote-treated wood will take place at the RPI Foster Road MRF. Total accumulation of creosote treated wood will be limited to 40 tons at any one time. The material will be stored inside building 4A.

4.5 Waste Receiving

Each incoming load will be observed by the facility tip floor staff and physically inspected by facility personnel trained to identify prohibited wastes. The outdoor scale will only be used for initial load screening (scale personnel will query customers as to the contents of the load and its origin) and to weigh loads in and out. Any load which is observed to contain prohibited wastes (see Section 4. 2) will be rejected and/or reloaded. If prohibited materials (see Sections 4.2 and 4.5) are discovered in a load that has been tipped on the MRF floor, the prohibited wastes will be separated and reloaded for proper disposal offsite either by the generator or by an appropriately licensed contractor. In order to discourage attempts to dispose of unauthorized material RPI may back charge all costs to the offending generator. If a pattern of recurring violation occurs, RPI reserves the right to suspend facility privileges and/or seek legal remedy against the generator and/or hauler involved depending on the nature and severity of the issue.

Prohibited wastes will be disposed in a timely manner at an appropriate offsite disposal facility. In no case will prohibited waste remain on site for more than 90 days after receipt.

4.5.1 Incoming Waste

All loads will enter the facility through the SE 101st Avenue gate into the queuing area prior to the scale. All loads are weighed, and scale personnel will query each vehicle as to its contents so that the vehicle can be directed to the correct receiving area. Loads of source separated materials are directed to the appropriate location for unloading without having to be processed through the MRF portion of the facility.

4.5.2 Load Checking

All load checking will be done on the tip floor. Scale employees will query customers as to the origin and contents of the load, and are instructed to notify tip floor personnel if an incoming load has an obvious problem so that the tip floor personnel can screen this vehicle more closely. During the visual inspections, tip floor personnel are trained to identify any prohibited wastes, and attempt to stop the driver who delivered unacceptable materials before they leave the facility. Whenever possible, prohibited wastes will be reloaded onto the delivering vehicle.

4.5.3 Storage and Processing

All dry mixed material loads will be unloaded inside building 4A as soon as practicable after the load has been accepted. Larger recyclable materials, such as larger pieces of metal and wood, will be removed for transportation convenience, while the rest of the load will be reloaded for transportation to Suttle Road Recovery Facility so that the material can be run through a mechanical pick line to sort and recover recyclables. At least one supervisor will be present to supervise the operation.

A contingency plan for floor sorting at Foster Road is included in Section 6 of this plan (in the event of equipment or transportation malfunctions, etc.).

Wood waste (e.g. C&D wood debris, yard debris, other wood debris), metal, and yard debris separated from loads of mixed dry solid waste sorted in the MRF will be transported with front-end loaders or in drop boxes to the outside stockpile or drop box location adjacent to Building 4A.

Gypsum wallboard will be stockpiled directly in to a covered trailer and transported off site after enough volume for a load has accumulated.

Electronic Waste (E-Waste) will be collected and stored in inside Building 4A. Units will be stored in boxes or on pallets to prevent accidental breakage. E-Waste will be sent offsite for recycling – RPI does not intend to dismantle, disassemble, grind, or shred E-Waste. If a CRT is broken, it will not be accepted (these would be returned to the hauler or generator). Broken CRTs (broken is defined as open in any way, such as units with holes or shattered units) are required to undergo a hazardous waste determination, and must be hauled by and disposed of by a license hazardous waste company.

Appliances, such as refrigerators, freezers, and air conditioners will be collected and stored inside building 4A, in a controlled and orderly manner. Refrigerators and freezers will

only be accepted if the doors have been removed. RPI employees will be instructed to inspect these units carefully prior to receiving them, to ensure they are empty (no food wastes are remaining inside the units). Appliances will then be collected by a licensed contracted vendor who will perform recovery of any remaining refrigerants and recycling of the units.

Recology will be working in partnership with Exceed Enterprises to dismantle mattresses for recovery. Mattresses that are collected at Recology Suttle Road Recovery Facility will be loaded and transported to FRRF for recovery activities. Mattresses that are received directly at FRRF will be pulled from the incoming waste stream and moved to the designated mattress processing area.

A drop box or trailer for storage of mattresses will be staged indoors at or near the processing location. Exceed Enterprises employees will dismantle the mattresses and separate individual components, such as wood, metal, foam padding and cloth. These individual commodities will be stockpiled for Recology to transport to recycling markets. Items that are not recoverable, such as cloth, will be transferred to the residual pile and loaded out for disposal.

In accordance with the facility's Oregon DEQ Solid Waste Permit, the facility is permitted to accept up to 100 whole waste tires for storage and removal. Additionally, the facility is permitted to accept up to 2,000 whole waste tires as long as a contract is maintained with a waste tire carrier to remove the tires from the site. Waste tires will be collected and stored inside Building 4A, and kept from coming into contact with stormwater runoff.

RPI will minimize storage times to avoid unnecessary delays in processing the materials onsite.

4.5.4 Grinding Procedures

Wood waste (e.g. C&D wood debris, yard debris, other wood debris,) will be ground outside near the exterior stockpile locations. Painted or treated wood will be recycled for processing into hog fuel, and will be kept separate from any clean wood waste destined for use as compost feedstock.

Water may be used to mist material prior to grinding to reduce dust generation, if needed to mitigate nuisance dust. Materials will be loaded into trucks for transportation offsite to appropriate reuse or disposal facilities. Wood chips or other residuals will be used to absorb water if needed.

4.5.5 Sorting and Recovery

A small excavator and/or a small front end loader and personnel on the MRF floor will sort the dry waste for large recyclables, such as larger pieces of metal and wood. All other materials will be reloaded into trucks for transportation to Suttle Road Recovery Facility to be run through a mechanical pick line to sort and recover recyclables.

4.5.6 Measuring

All incoming loads and all source separated materials received at the RPI MRF are weighed and weights recorded. In addition, all outgoing recycled materials are weighed and recorded. Incoming and outgoing weight reports are generated for the DEQ and METRO Regional Government and available for other government agencies if requested.

4.5.7 Stockpile Management

RPI Management will monitor the volume of incoming and outgoing materials, and adjust the flow of shipments accordingly to ensure that the size of the outdoor stockpiles become excessive in size. Additionally, in accordance with Section 4.6 of the Solid Waste Facility License, RPI will insure that no more than 10,000 tons of composition roofing will be stored or accumulated onsite.

4.6 Waste Control

The RPI MRF is contained in a covered building within an industrial complex, controlled by a central access point. Access by people and vehicles entering the facility are controlled by RPI personnel. All loads are inspected. Signs listing acceptable materials are posted for the public to read. Prohibited wastes that can't be reloaded on the offender vehicle and rejected are isolated and stored prior to removal and disposal.

5 Inspection and Maintenance Schedule

All equipment is inspected daily, before use, for breakage, leaks, fluid levels, tire pressures, and wear and tear. The maintenance schedule is unique to each individual piece of equipment and maintained by an employee service technician. The cleaning/replacement of filters and oil and lubrication are done on a schedule or an as needed basis. All of the RPI MRFs will be maintained using good housekeeping practices. All facility problems will be reported to the RPI MRF Supervisor.

6 Contingency Plan

6.1 Safety Program

A designated safety manager conducts monthly safety committee meetings, inspections, and ensures that personal safety equipment is available and worn by the workers. All safety concerns, problems and violations shall be reported immediately to the RPI Operations Manager and the Safety Manager.

6.2 Emergency Contacts

Fire / Medical Emergencies	Dial 911
METRO Solid Waste	503-234-3000
ODEQ	503-229-5263
Recology Portland, Inc Compliance Manager	503-849-9114
Recology Portland, Inc Safety Manager	971-300-7553

Spill Response

Oregon Emergency Response System	1-800-452-0311
National Response Center	1-800-424-8802

6.3 Emergency Access

Operations Manager:	Bob Brandenburg –	503-754-2054
General Manager:	Larry Wilkins –	503-367-0560

6.4 Personal Protective Equipment

All persons working in the MRF Building doing sorting work or operating equipment will wear the following personal protective equipment (PPE): hard hat, safety glasses, gloves, safety shoes and hearing protection as appropriate.

6.5 On-Site Emergency Equipment

Fire extinguishers are mounted on the heavy equipment and at strategic locations in the MRF Building. Fire hydrants are located around the outside of building 4A. Portable eyewash stations are located in the MRF Building for eye flushing if needed.

6.6 Spill Prevention and Response Procedures

Oil absorbent materials including pads and booms are stored near material storage areas, and spill kits are located at key areas of the facility. These materials will allow Recology employees to quickly contain accidental spills or leaks resulting from equipment failure. Additional spill response procedures are outlined within the Emergency Preparedness and Contingency Plan for the facility.

6.7 Asbestos Waste Abatement Procedures

The RPI MRF facility has a Special Waste Management Plan for Asbestos Containing Waste Material (ACWM). This plan is located in Section 4.3.

6.8 Disposal Procedures for Prohibited Waste

Any prohibited waste that is discovered in a load brought to the RPI MRF will be addressed on an individual basis. For example, ACWM will be disposed of according to the ACWM plan and tires and lead acid batteries will be properly collected, stored, and sent to an appropriate recycler. All prohibited items will be disposed of properly by the RPI MRF.

6.9 Sorting and Processing Procedures

In the event that materials are unable to be loaded and transported to the Suttle Road Recovery Facility for a period of greater than 48 hours, floor sorting activities at the Foster Road facility will resume. Recycled materials will be placed into appropriate containers and processed (examples: paper, cardboard, plastics, metals, Styrofoam, etc.) or removed to the source separated piles outside the building (examples: wood, yard debris, concrete, etc.). Recology will notify Metro within 24 hours of the intent to begin floor sorting at FRRF so that EDWRP samples may be collected by Metro. Recology will also notify Metro when transfer operations to SRRF resume.

7 Job Description and Training

7.1 Description of Personnel Duties

MRF Building Lead: Supervises unloading of incoming vehicles, sorting of all loads for recyclables, and the recovery and placing all recyclables into the proper containers.

The Lead will ensure that PPE is worn and safe practices are followed by all workers in the MRF building. The supervisor will monitor the safe operation of equipment and workers in close proximity to the equipment. The Lead will ensure good housekeeping practices are maintained continually. The Lead will conduct daily meetings with the workers and MRF equipment operators to discuss safety and job tasks to be performed.

MRF Building Equipment Operators: Equipment operators will check their equipment for fuel levels, leaks, breaks, excessive wearing of parts, fluid levels, and cleanliness prior to the start of their shift. Equipment operators will be alert and watch for workers in close proximity to the operation of their equipment. Equipment operators will sort and load materials as directed by the MRF Supervisor.

MRF Building Workers (Sorters): Workers will wear the proper PPE as directed by the MRF Supervisor while working in the MRF Facility. Workers will practice safe work habits at all times while on company property and in company vehicles. Workers will work at the direction of the MRF Building Supervisor and report any problems or questions to the supervisor.

7.2 Personnel Training

All MRF facility personnel will be trained on the following:

- Applicable operations equipment
- PPE to be worn and used properly.
- Emergency procedures including fire, medical, violence and accidents.
- Spill prevention and response.
- Firefighting equipment and procedures.
- Dust nuisance prevention and control procedures.
- Monitoring of all incoming loads.



PBS
 Engineering +
 Environmental
 4412 SW Corbett Ave
 Portland, OR 97239
 503.248.1939 Main
 503.248.0223 Fax
 www.pbsenv.com

RECOLOGY PORTLAND, INC.
 FOSTER ROAD
 6400 SE 101ST AVENUE
 PORTLAND, OREGON

RECOVERY FACILITY

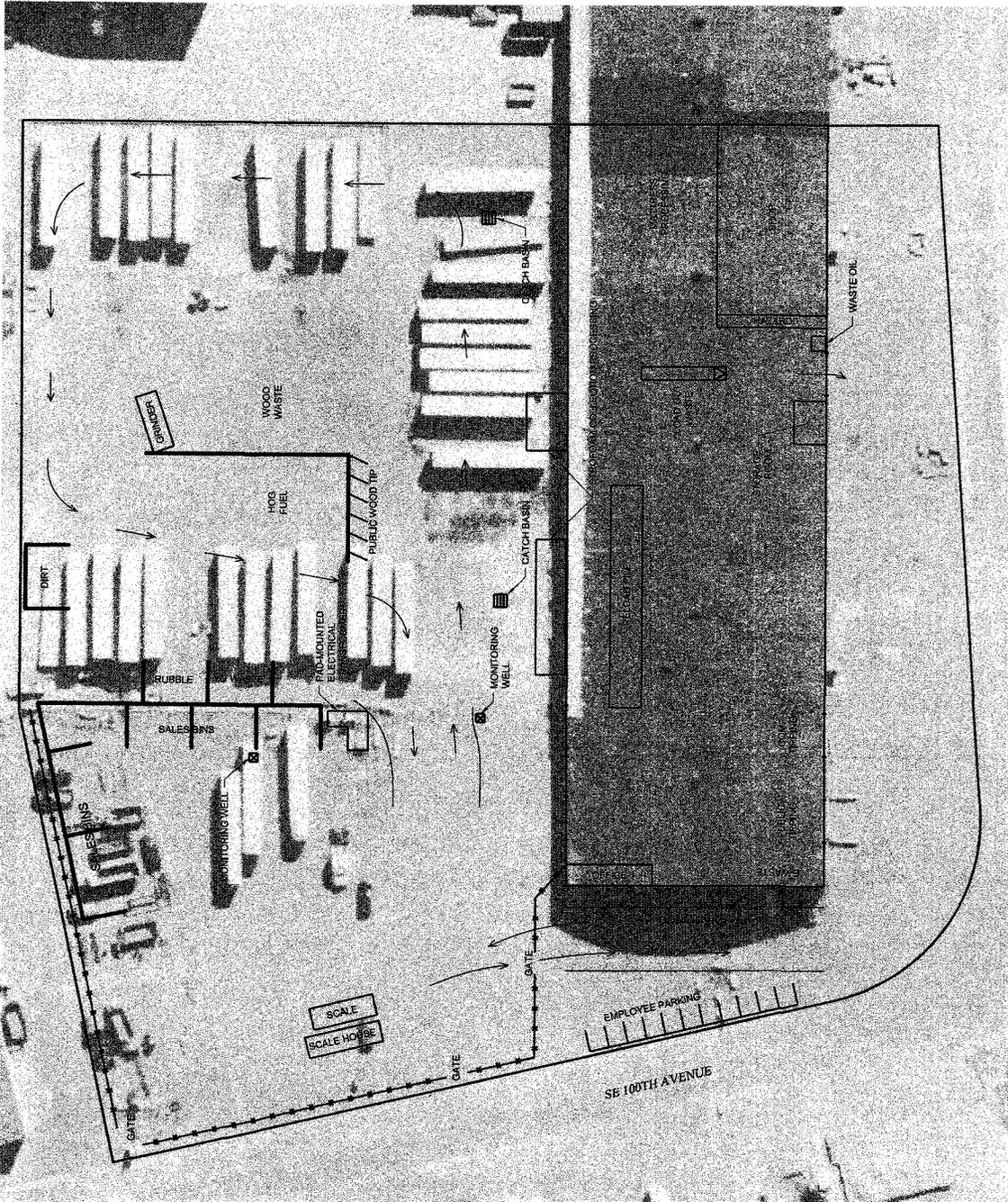
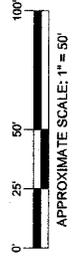
SITE PLAN

PROJECT: 17543.000

DATE: APRIL 2013

FIGURE:

1



PREPARED FOR: RECOLOGY PORTLAND, INC.

Foster Road Recovery Facility Complaint Log

Date	Nature of Complaint	Name/Address/Phone number of Complainant	Actions taken/Resolution



Unacceptable Waste Form

✓ Use this form to report and track unacceptable waste delivered to the facility. Information to complete this form is collected by Recology staff. Fill out the form and forward to the Operations Manager, via email with attached pictures for review and further action.

ROMR Facility Location: _____

Date of incident: _____ Outbound Scale Time: _____

Type of incident (check one): hospital hazmat asbestos containing waste other

If "other" is checked above, please specify: _____

Area: _____ Witness: _____

First Responder: _____ TIME: Start _____ End _____

Hauler info:

Company name: _____

Contact name: _____

Contact phone: _____

Trk. # _____

Generator info:

Generator name: _____

Contact name: _____

Contact phone: _____

Address: _____

Initial Inventory of waste:

Hazard Description (containers, commercial appearance?) Est. amount (gal. / lbs.)

Corrosive		
Toxic		
Flammable		
Medical Waste		
Asbestos Containing Waste		
Other		

Photos taken? Y N

Recology staff notified: Who: _____ Date: _____ Time: _____

Who: _____ Date: _____ Time: _____

Comments:

Form completed by: _____
(print name)

Date: _____

Was generator billed? _____ Yes _____ No

Expenses incurred (supplies, labor and disposal)

Contractor \$ _____ Internal \$ _____ Disposal \$ _____ Total \$ _____

Evidence of final disposition (Attach copy of correspondence, bill and additional supporting documentation):

_____ Removed by generator _____ signature Date: _____

By signing this statement, you are acknowledging that this material is unacceptable for disposal at this Recology Oregon Material Recovery Facility. It is your responsibility to find a legal disposal option for this material. DEQ will be notified that you have assumed responsibility for disposal of hazardous waste.

_____ Removed by hauler _____ signature Date: _____

By signing this statement, you are acknowledging that this material is unacceptable for disposal at this Recology Oregon Material Recovery Facility. It is your responsibility to find a legal disposal option for this material.



RecologyTM

Portland

WASTE ZERO

Attachment B

General Facility Design Plan

General Facility Design Plan on file at Metro is current.



Attachment D

DEQ Permit Applications and Information

No changes have been made to the DEQ Solid Waste Permit, Land Use Compatibility Statement, or Closure Plan for this facility. The documents on file at Metro are current.



RecologyTM

Portland

WASTE ZERO

Attachment E

Other Required Permits

No changes have been made to the DEQ Solid Waste Permit or the City of Portland Conditional Use Approval. The entitlements on file at Metro are current.



RecologyTM

Portland

WASTE ZERO

Attachment F

Closure Plan and Financial Assurance

The Closure Plan and Financial Assurance on file at Metro are current.



METRO

MAIL THIS APPLICATION TO:

DATE RECEIVED BY METRO:

Metro Finance and Regulatory Services
Solid Waste Compliance and Cleanup
600 NE Grand Avenue
Portland, OR 97232-2736
(503) 797-1835

Solid Waste Application Supplemental Form Property Use Consent

1. Property Owner.	
Name:	Jameson Partners LLC dba Freeway Land II
Mailing Address:	PO Box 10067
City/State/Zip:	Portland, Oregon, 97296-0067
Phone Number:	503-219-9370

2. Site Description.			
Tax Lot(s):703	Section: 21	Township: 1S	Range: 2E
Address: 6400 SE 101 st Avenue, Building 4-A, Portland, Oregon, 97266			

3. Describe the applicant's proposed use of this property.
Acceptance and reload of mixed dry solid waste

4. Describe the property interest held by the prospective Licensee or Franchisee (Applicant).
Recology Portland, Inc is a Leasee at the Freeway Land Business Complex

5. Describe the duration of the interest.
Lease term ends December 31, 2019

6. Attach copy of agreement between Property Owner and Applicant.

APPLICANT CERTIFICATION: This form cannot be processed without a signature.

I certify under penalty of law that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE OF AUTHORIZED AGENT [Signature]

TITLE General Manager for Recology Portland, Inc

PRINT NAME Larry Wilkins

DATE 15 April 13 PHONE 503-283-2015

PROPERTY OWNER(S): This form cannot be processed without a signature.

"I consent to the applicant's proposed use of this property as described on this form. I have also read and agree to be bound by the provisions of Section 5.01.180(e) of the Metro Code if the applicant is granted a franchise or license and that franchise or license is subsequently revoked or if renewal of that franchise or license is refused." Metro Code Section 5.01.180(e) states: "Upon revocation or refusal to renew the Franchise or License, all rights of the Franchisee or Licensee in the Franchise or License shall immediately be divested."

I certify under penalty of law that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE [Signature]

PRINT NAME Kevin Loftus, Agent

DATE 4/15/2013 PHONE (503) 219-9370

SIGNATURE _____

PRINT NAME _____

DATE _____ PHONE _____

**ASSIGNMENT AND ASSUMPTION
OF TENANT'S INTEREST
AND LANDLORD'S CONSENT**

This ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST AND LANDLORD'S CONSENT (this "Assignment"), entered into this 16th day of October, 2009, by and between Jameson Partners, LLC, an Oregon limited liability company dba Freeway Land II (the "Landlord"), Pacific Land Clearing Co., Inc. dba Pacific Land Clearing Recycling Center, an Oregon corporation ("Assignor"), and Recology Oregon Material Recovery Inc., an Oregon corporation ("Assignee").

RECITALS

A. Landlord and Assignor entered into that certain Lease agreement dated December 14, 2007, as amended by that certain First Amendment to Lease dated January 5, 2009, that certain Second Amendment to Lease dated July 16, 2009, and that certain Third Amendment to Lease dated September 24, 2009 (as so amended, the "Lease"), for that certain real property situated at 6400 S.E. 101st Avenue, in the City of Portland, County of Multnomah and more particularly described in the Lease (the "Premises").

B. Assignee desires to assume and be bound by the terms of the Lease as a tenant.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. The above recitations are true and correct.
2. As of the date the Landlord receives written notice from the Assignor confirming that the Assignee has acquired substantially all of the assets of the Assignor (the "Effective Date"), Assignor hereby assigns, sets over and transfers to Assignee all of its rights, title and interest in and to the Lease and any security deposits and other deposits held under the Lease.
3. All of the terms, covenants and conditions of the Lease are hereby ratified and reaffirmed by all parties hereto.
4. As of the Effective Date, Assignee hereby accepts this Assignment and agrees to assume and be bound by all of the terms of the Lease, a copy of which is attached hereto as Exhibit A.

5. Assignor confirms that this Assignment releases it from any future liability under the Lease arising from events occurring after the Effective Date, except that Assignor acknowledges that this release does not include deferred rent (as set forth in Section 4B. of the Lease), obligations under Section 16 of the Lease, and other outstanding amounts due under the Lease as of the Effective Date.

6. As of the Effective Date, Assignor waives its right to any notice and any notice to be given by Landlord shall be sufficient if given only to Assignee at the address shown below:

Recology Oregon Material Recovery Inc.
4044 N Suttle Rd
Portland, OR 97217
Attn. David Dutra

7. Assignor hereby stipulates and agrees that as of the date hereof and as of the Effective Date it has no claims or actions against Landlord under the Lease whatsoever.

8. No manager, member, trustee, officer, employee, agent, or individual partner of Landlord, or its constituent entities, shall be personally liable for any obligation of Landlord hereunder, and Assignor and Assignee must look solely to the interests of Landlord, or its constituent entities in the subject real estate, for the enforcement of any claims against Landlord arising under the Lease.

9. Landlord consents to this Assignment. However, such consent shall not constitute consent to any future assignments. If Landlord executes this document prior to execution by Assignee or Assignor, it is understood that Landlord's execution shall not be deemed to be effective until Assignor and Assignee both execute this document and Landlord is provided with a fully executed copy.

10. Assignor and Assignee warrant that all necessary corporate actions have been duly taken to permit Assignor and Assignee to enter into this Assignment and that each undersigned officer been duly authorized and instructed to execute this Assignment.

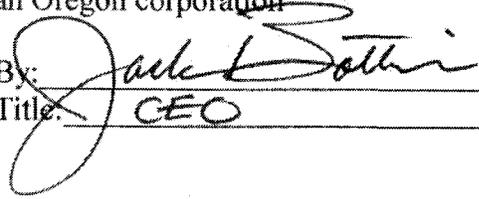
11. This Assignment may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. The counterparts may be delivered by electronic or facsimile transmittal.

12. Notwithstanding any provision of this Agreement to the contrary, this Assignment shall be null and void and of no further force or effect if the Effective Date shall not have occurred within thirty (30) days after the date first above written.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

Pacific Land Clearing Co., Inc. dba
Pacific Land Clearing Recycling Center,
an Oregon corporation

By: 
Title: CEO

ASSIGNEE:

Recology Oregon Material Recovery Inc.

By: 
Title: General Manager ER

LANDLORD:

Jameson Partners, LLC dba
Freeway Land II,
an Oregon limited liability company

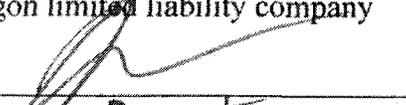
By: 
Title: Agent

EXHIBIT A

(Copy of the Original Lease and all Amendments)

LEASE FREEWAY LAND II

1. PARTIES

This Lease, dated **December 14, 2007**, is made by and between JAMESON PARTNERS LLC, an Oregon Limited Liability Company, dba FREEWAY LAND II (hereinafter called "Landlord" or "Lessor"), whose address is 6400 SE 101st Avenue, Portland, Oregon 97266, and **PACIFIC LAND CLEARING CO., INC dba PACIFIC LAND CLEARING RECYCLING CENTER** (hereinafter called "Tenant" or "Lessee"), an Oregon Corporation, whose principal place of business is 4044 N. Suttle Rd, Portland, OR. 97217, who agree as follows:

2. PREMISES

Landlord hereby agrees to lease to Tenant that certain real property situated at 6400 S.E. 101st Ave, in the City of Portland, County of Multnomah, State of Oregon that includes:

- A. **97,077** square feet of yard area identified as areas **J and K** on the attached "**Exhibit I**". Upon thirty (30 days) prior written notice Landlord will grant to **Tenant a one time option to reduce the size of the leased yard space at any time after April 30, 2008**. Landlord and Tenant will agree on the location of the reduced space within areas **J and K**. Tenant is responsible for any costs associated with reducing the space size. Tenant is further responsible for any required environmental remediation on space to be released, (See section 16).
- B. **45,600** square foot warehouse area and adjoining yard area identified as area **4A** on the attached **Exhibit I**.

The real property, including the land and improvements thereon, is hereafter called "the Premises".

3. TERM

The term of this lease shall be for:

- A. Three years on the yard area identified as areas J and K commencing on January 1, 2008 and ending on December 31, 2010.
- B. Ten years on the warehouse space identified as area 4A commencing on January 1, 2008 and ending on December 31, 2017. Upon at least six months prior written

notice Landlord will grant to Tenant a one time option to terminate the Lease effective December 31, 2008. This option will expire on January 1, 2009.

4. RENT

Basic Rent: The monthly Base Rent (which is due the 1st of each month) will be As follows:

A. For the yard area identified as areas J and K:

January 1, 2008 - December 31, 2008: \$5,350.00 ~ (\$.0551/SF)

January 1, 2009 - December 31, 2009: \$5,510.00 ~ (\$.0568/SF)

January 1, 2010 - December 31, 2010: \$5,675.00 ~ (\$.0585/SF)

If Tenant elects to reduce site size under terms outlined in Section 2A the rent would be recalculated based on the number of square feet to be retained times the monthly per square foot rent charge for the time frame indicated above.

B. For the warehouse area identified as 4A:

January 1, 2008 - December 31, 2008: ~ \$17,500.00

January 1, 2009 - December 31, 2009: ~ \$18,025.00

January 1, 2010 - December 31, 2010: ~ \$18,566.00

January 1, 2011 - December 31, 2011: ~ \$19,123.00

January 1, 2012 - December 31, 2012: ~ \$19,697.00

January 1, 2013 - December 31, 2013: ~ \$20,288.00

January 1, 2014 - December 31, 2014: ~ \$20,896.00

January 1, 2015 - December 31, 2015: ~ \$21,523.00

January 1, 2016 - December 31, 2016: ~ \$22,169.00

January 1, 2017 - December 31, 2017: ~ \$22,834.00

Landlord and Tenant agree that rent during the period from January 1, 2008 through June 30, 2008 will be deferred until July 1, 2008. At that time the deferred rent in the amount of \$105,000 will be paid in monthly increments of \$2,500 starting July 1, 2008 and every month thereafter until fully paid. If the Tenant elects to an early termination of the lease for space 4A per the terms outlined in Section 3B then the balance of the deferred amount then outstanding shall be immediately due and payable.

C. Basic Rent. Tenant shall pay to Landlord, as rent for the Premises, equal monthly installments, as follows:

➤ the drop box located at the Freeway Land II office within the main office

building at 6400 SE 101st Ave. in Portland, OR.

➤ P.O. Box 10067, Portland, OR 97296-0067, via regular USPO mail.

5. SECURITY DEPOSIT

Your Security Deposit on file is \$3,900. The amount due at signing will be \$24,609. This will be due and payable in monthly installments of \$4,100 on January 1, 2008, February 1, 2008, March 1, 2008, April 1, 2008 and May 1, 2008 and a final installment of \$4,109 on June 1, 2008. Upon payment of all these amounts the total security deposit held by Landlord would be \$28,509.

6. LATE FEE

6.1 Fee Charged. If any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after amount is past due (i.e., by the 10th of the month), then Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain.

Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

6.2 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at twelve percent (12%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

7. USE

7.1 Use. The Premises shall be used and occupied exclusively to:

- A. Wood waste recycling in yard areas J and K.
- B. Transfer & processing of solid non-hazardous waste material in building 4A. Tenant shall verify that use must comply with existing Building Code classification and any applicable permit requirements.

7.2 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term, or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or which shall tend to unreasonably disturb other tenants.

7.3 Condition of the Premises. Tenant hereby accepts the Premises in its condition existing as of the date of possession, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto, and to all matters disclosed thereby, and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Tenant's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

7.4 Insurance Cancellation. Notwithstanding the provisions of Article 7.1 above, no use shall be made or permitted to be made of the Premises which will cause the cancellation of any insurance policy covering the Premises or any building of which the Premises may be a part. Should Tenant's use of the Premises cause an increase in said insurance rates, Tenant shall pay any such increase.

7.5 Landlord's Rules and Regulations. Tenant shall faithfully observe and comply with reasonable rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

8. MAINTENANCE, REPAIRS AND ALTERATIONS

8.1 Tenant's Obligations. Tenant shall, during the term of this Lease, keep the Premises in good order, condition and repair. Tenant expressly waives the benefits of any statute in effect now or hereafter which would otherwise afford Tenant the right to make repairs at Landlord's expense. Tenant shall maintain designated setbacks from buildings as well as access routes for adjacent tenants and emergency vehicles.

8.2 Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good (industry standard, i.e., "broom clean") condition. Tenant shall repair any damage to the Premises occasioned by its use thereof, or by the removal of Tenant's trade fixtures, furnishings and/or equipment, pursuant to Article 8.4 (below), which repair shall include the patching and filling of holes and repair of structural damage.

8.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article 8, Landlord may, at its option, enter upon the Premises after ten (10) days prior written notice to Tenant, and put the same in good order, condition, and repair, and the cost thereof together with interest thereon at the rate of twelve percent per annum (12%), shall become due and payable as additional rent to Landlord, together with Tenant's next rent installment.

8.4 Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, or additions to, in, on, or about the Premises, except for non-structural alterations. As condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions, or utility installations at the expiration of the lease term, and to restore the Premises to their prior condition.

(b) Before commencing any work relating to alterations, additions, and improvements affecting the Premises, Tenant shall notify Landlord in writing of the expected date of commencement thereof. Landlord shall then have the right at any time, and from time to time, to post and maintain on the Premises such notices as Landlord reasonably deems necessary to protect the Premises and Landlord from mechanics' liens, material men's liens, or any other liens.

Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use on the Premises. Tenant shall not permit any mechanics' or material men's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents or contractors in connection with any work performed, or claimed to have been performed, on the Premises by or at the direction of Tenant.

(c) Unless Landlord requires their removal, as set forth in Article 8.4(a), all alterations, improvements, or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Article 8.4(c), Tenant's machinery, equipment and other trade fixtures, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and shall be removed by Tenant subject to the provisions of Article 8.2.

9. **INSURANCE, INDEMNITY**

9.1 Liability Insurance. Tenant shall obtain and keep in force during the term of this lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of The Premises and all areas appurtenant thereto, in an amount not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for injury or death of one or more persons in any accident or occurrence, and against liability for property damage in an amount of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). The limits of said insurance shall not,

however, limit the liability of Tenant hereunder. In the event that the Premises constitute a part of a larger property, said insurance shall have a Landlord's Protective Liability Endorsement attached thereto. If the Tenant shall fail to procure and maintain said insurance, the Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

9.2 Insurance Policies. Tenant shall deliver to Landlord, prior to possession, copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to Landlord. Tenant shall, within ten (10) days following the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand.

9.3 Waiver of Subrogation. Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage.

Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

9.4 Hold Harmless. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of The Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provision of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk or damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of gross negligence or willful misconduct of Landlord.

9.5 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom, or from damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about The Premises; nor, unless through its gross negligence, shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditions, or lighting fixtures, or from any

other cause, upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant if any, of the building in which the Premises are located.

10. PROPERTY TAXES

10.1 Payment of Real Property Taxes. Landlord shall pay all real property taxes applicable to the Premises.

10.2 Definition of "Real Property" Taxes. As used herein, the term "real property tax" shall include any form of assessment, license fees, rent tax, levy, penalty, or tax (other than inheritance or estate taxes) imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, lighting, water, drainage, or other improvement district thereof, against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, against landlord's right to rent or other income therefrom, or as against Landlord's business or leasing the Premises. Tenant shall pay any and all charges and fees which may be imposed by The Environmental Protection Agency or other similar government regulations or authorities due to Tenant's business operations.

10.3 Personal Property Taxes.

(a) Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon leasehold improvements, trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere. Tenant shall cause said leasehold improvements, trade fixtures, furnishings, equipment, and all other personal property to be assessed and billed separately from the real property of the Landlord.

(b) If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. UTILITIES

Tenant shall pay for all electricity, gas, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. It shall be the Tenant's responsibility to notify Portland General Electric (PGE) of their request for power supply (if power is available). It shall also be the Tenant's responsibility to arrange for pickup of Tenant's refuse and the payment thereof. Should electrical power supply be available, but not separately to Tenant, then Landlord

shall pay for electricity, and request reimbursement from Tenant for Tenant's portion. "Reasonable" use of water and sewer, if available, are to be paid by Landlord.

12. ASSIGNMENT AND SUBLETTING

12.1 Landlord's Consent Required. Tenant shall not voluntarily (or by operation of law) assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of the Lease.

12.2 No Release of Tenant. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

13. DEFAULTS, REMEDIES

13.1 Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of the Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant;
- (b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, where such failure shall continue for a period of ten (10) days after written notice from Landlord to Tenant;
- (c) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;
- (d) (i) The making by Tenant of any general arrangement in or of the property for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating

to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the seizure of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

13.2 Remedies in Default. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, with notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of The Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of The Premises, expenses of reletting, including necessary renovation and alteration of The Premises, reasonable attorneys fees, and any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, and that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of twelve percent (12%) per annum. In the event Tenant shall have abandoned The Premises, Landlord shall have the option of (i) retaking possession of The Premises and recovering from Tenant the amount specified in this Article 13.2 (a), or (ii) proceeding under Article 13.1.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned The Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which The Premises are located.

13.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations, provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord

commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

14. CONDEMNATION

If the Premises or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date condemning authority takes title or possession, whichever occurs first. If more than twenty five percent (25%) of the floor area of any buildings on the Premises or more than twenty five percent (25%) of the land area of the Premises not covered with buildings, is taken by condemnation, Tenant may terminate this Lease as of the date the condemning authority takes possession by notice in writing of such election of the taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by Tenant, then it shall remain in full force and effect as to the portion of the Premises remaining, provided the rental shall be reduced in proportion to the floor area of the buildings taken within The Premises as bears to the total floor area of all buildings located on The Premises. In the event this Lease is not terminated, then Landlord agrees at Landlord's sole cost, to, as soon as reasonably possible, restore the Premises to a complete unit of like quality and character as existed prior to the condemnation. All awards for the taking of any part of the Premises, or any payment made under the threat of the exercise of power of eminent domain, shall be the property of the Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages, provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property.

15. GENERAL PROVISIONS

15.1 Offset Statement.

(a) Tenant shall at any time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent, security deposit, and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchasers or encumbrancer of The Premises.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rent has been paid in advance.

15.2 Landlord's Interest. The term "Landlord" as used herein shall mean only the owner or owners at the time of the fee title or a tenant's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfer, the then grantor) shall be relieved from and after the date of such transfer of all liability as respects landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord, shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective period of ownership.

15.3 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

15.4 Time of Essence. Time is of the essence.

15.5 Captions. The captions of this Lease shall have no effect on its interpretation.

15.6 Incorporation of Prior Agreements, Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

15.7 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant.

The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

15.8 Recording. Tenant shall not record this Lease. Any such recordation shall be a breach under this Lease.

15.9 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a "Tenancy from Month to Month" at 110% of the last months lease payment. The terms and conditions of this Lease except those relating to term shall apply, so long as Tenant remains in possession of the Premises.

15.10 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.11 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

15.12 Binding Effect, Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Article 15.2, this Lease shall bind the parties, their personal representative, successors, and assigns. This Lease shall be governed by the laws of the state where The Premises are located.

15.13 Subordination.

(a) This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which The Premises are a part, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof.

Notwithstanding such subordination, Tenant's right to quiet possession of The Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust, or

ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place, and stead, to do so.

15.14 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

15.15 Landlord's Access. Landlord and Landlord's agents shall have the right to enter The Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part, as Landlord may deem necessary or desirable. Landlord may at any time place on or about The Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred twenty (120) days of the terms hereof, place on or about the Premises any ordinary "For Sale or Lease" signs, all without rebate of rent or liability to Tenant.

15.16 Auctions. Tenant shall not place any auction upon the Premises or conduct any auction thereon without Landlord's prior written consent.

15.17 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies, or may, at the option of Landlord, terminate all or any existing subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subtenancies.

15.18 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

15.19 Quiet Possession. Upon Tenant paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession and enjoyment of the Premises from the lawful claims of all persons during the lease term for the entire term hereof subject to all of the provisions of this lease.

16. ENVIRONMENTAL COMPLIANCE PROVISION

Hazardous Materials shall mean any pollutant, contaminant, hazardous substance or hazardous waste regulated as such by Environmental Regulation, including without limitation polychlorinated biphenyls and petroleum. Environmental Regulation shall mean

all federal, state and local administrative, civil and criminal laws and regulations governing the protection or remediation of the environment (including subsurface strata).

Tenant and its agents and employees shall not introduce into or handle at the Premises or Building any Hazardous Materials except in substantial compliance with applicable Environmental Regulations. Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, injuries, liabilities, and costs (including reasonable attorneys' fees and court costs, but excluding consequential and exemplary damages) (collectively, "Environmental Costs") to the extent arising out of a breach by Tenant of the prohibition in the preceding sentence. In the event that Hazardous Materials are released in, on, under or about the Premises or the Building during the term of the lease due to the act or failure to act of Tenant, its agents or employees, Tenant shall be responsible for and shall control any investigation or remediation (and related communication with third parties) required by Environmental Regulations in relation to the Hazardous Materials.

Tenant and Landlord each shall comply in all material respects with all applicable Environmental Regulations in relation to the Premises and the Building. Tenant and Landlord each agrees to indemnify the other for any Environmental Costs arising out of the other's violation of applicable Environmental Regulations at or in relation to the Premises or Building. Tenant and Landlord each shall give the other prompt written notice upon learning of any release of Hazardous Materials in, on, under or about the Premises or Building that may reasonably constitute a material violation of, or give rise to liability under, Environmental Regulations.

Landlord shall indemnify, hold harmless and defend Tenant from and against any Environmental Costs arising out of Hazardous Materials first present or released in, on, under or about the Premises or the Building (i) before the commencement or after the expiration of the lease; and (ii) during the term of the lease to the extent the presence or release arises from or is contributed to by the act or failure to act of Landlord, its agents or employees, or other persons over whom Landlord exercises contractual control. The obligations of Landlord to indemnify, hold harmless and defend under the preceding sentence shall include without limitation responsibility for all Environmental Costs arising from the presence or release of Hazardous Materials at, in or about the Premises or the Building, including without limitation claims and Environmental Costs of investigation, remediation and personal injury.

The obligations of Tenant and Landlord under this Section 16 shall survive the expiration or earlier termination, for any reason, of this lease.

The yard space identified as J and K is to be used for wood waste recycling. Per the terms of an October 24, 2007 letter to Pacific Land Clearing Co., Inc. (PLC or Tenant) from the Oregon Department of Environmental Quality (DEQ), PLC is not authorized to accept any new roofing wastes and must properly dispose of all roofing wastes currently located on this location by April 23, 2008. PLC can apply for a six

month extension from DEQ if PLC cannot completely remove roofing wastes from the site by April 23, 2008.

As part of the this Lease Agreement, Tenant agrees that it will comply with DEQ's letter and all roofing materials located at the yard areas identified as J and K will be removed no later than October 23, 2008. In addition, Tenant agrees that any residual roof waste material or no-spark bark material buried in the ground will also be removed no later than October 23, 2008 and clean fill provided as needed. Tenant further agrees that while the roofing material is being removed a silt fence will be erected to protect the adjacent drainage ditch and absorbent bags will be placed between the concrete blocks on the drainage ditch side. Finally Tenant agrees that once the roofing material and no-spark bark material have been removed from the site, the ground under where the piles had been will be tested at Tenant's expense for any contamination. The scope of the required testing will be determined by DEQ. Any remediation work required at the site will be performed and paid for by Tenant within ninety (90) days of the test results.

17. PERFORMANCE BOND

At any time Tenant either desires to or is required to make any repairs, alterations, additions, improvements, or utility installation thereon, pursuant to Article 8.4 herein, or otherwise, Landlord may, at his sole option, require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of such improvements, to insure Landlord against liability for mechanics' and materialmen's liens, and to insure completion of the work.

18. NOTICES

Whenever, under this Lease, provision is made for any demand, notice, or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, postage prepaid, addressed at the addresses set forth below:

To Landlord at:

Jameson Partners, LLC
dba Freeway Land II
6400 SE 101st Avenue – Main Office
Portland, OR 97266

To Tenant at:

Pacific Land Clearing Co., Inc
4044 N. Suttle Rd.
Portland, OR 97217

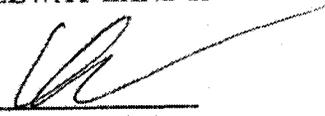
19. LEASE EXECUTION

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Executed at Portland, Oregon

On 12/27, 2007

JAMESON PARTNERS, LLC
dba **FREEWAY LAND II**

By: 
"LANDLORD"

Executed at Portland, Oregon

On 12/27, 2007
(date)

PACIFIC LAND CLEARING CO., INC
dba PACIFIC LAND CLEARING RECYCLING CENTER

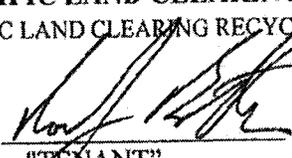
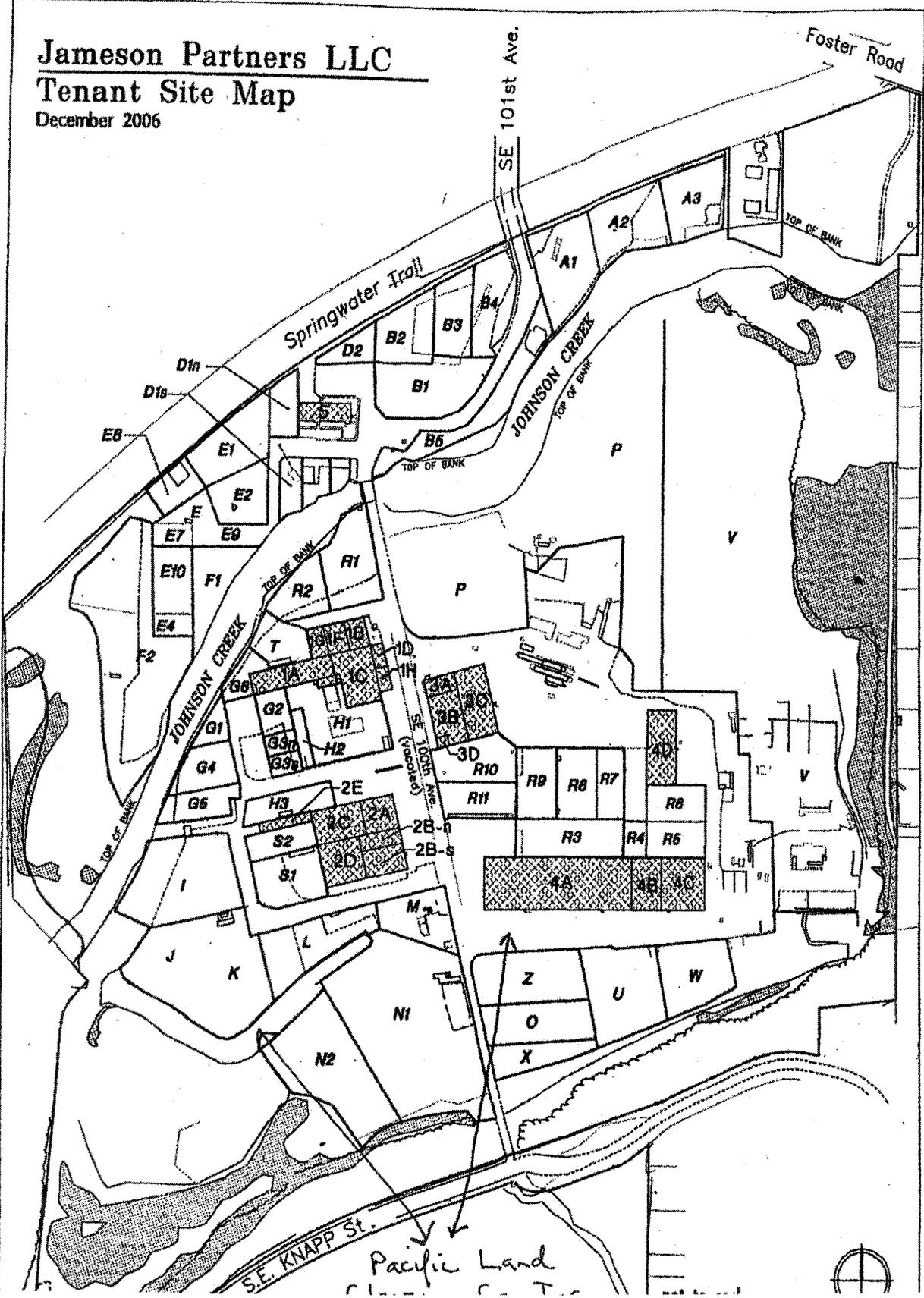
By: 
"TENANT"

Exhibit I

Jameson Partners LLC
Tenant Site Map
December 2006



**FREEWAY LAND II
THIRD AMENDMENT TO LEASE**

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") dated September 24, 2009 is made and entered into by and between JAMESON PARTNERS LLC, an Oregon Limited Liability Company dba **FREEWAY LAND II** ("Landlord"), **PACIFIC LAND CLEARING COMPANY, INC dba PACIFIC LAND CLEARING & RECYCLING CENTER** (hereinafter called "Tenant" or "Lessee"), an Oregon Corporation, whose principal place of business is 4044 N. Suttle Rd, Portland, OR. 97217, who agree as follows:

Recitals:

A. On January 1, 2008, Landlord and Tenant entered into a Lease agreement (the "Original Lease") for certain real property situated at 6400 S.E. 101st Avenue, in the City of Portland, County of Multnomah, State of Oregon, more particularly described as "Yard Site J and K", which measures approximately 97,077 square feet for three years and "Warehouse Area 4A", measuring 45,600 square feet, with adjoining yard area for ten years. These areas are depicted on the attached site plan, "Exhibit A". The real property, including the land and all improvements thereon, is hereafter called "the Premises".

B. On January 1, 2009, Tenant entered into an understanding with Landlord that so long as the lease is not in default, Landlord will not rent any new space at Freeway Land II to companies that are direct competitors to Tenant specifically in the handling of wood waste recycling and/or the transfer and processing of solid non-hazardous waste material. This understanding, however, does not cover pre-existing tenants at Freeway Land II that use, process or store wood waste material as part of their business.

C. On July 16, 2009, Landlord and Tenant entered into an agreement to update the useable Yard Area "J and K" square footage by an agreed upon reduction of 2,500 square feet, making the current Yard Area J and K total 94,577 square feet.

D. Tenant now desires to enter into an agreement with Landlord to amend the terms of the Lease with respect to premises, rent, security deposit, term, water usage, road repair assessment and tenant improvements.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants set forth in this Third Amendment to Lease ("Third Amendment"), Landlord and Tenant agree that:

Terms and Conditions:

1. Effect of Amendment. The "Effective Date" of this Third Amendment shall be October 1, 2009. The Original Lease is hereby incorporated into this Third Amendment as if fully set forth herein and, except as modified herein, shall continue in full force and effect. The Landlord and Tenant agree to modify the original lease term as set forth in Item "2 Premises", "3. Rent", "4. Security Deposit", "7. Utilities", "8. Road Repair Assessment" and "9. Alterations and Additions".

2. Premises. Upon receipt of the October 2009 rent, the Landlord hereby agrees to also lease Tenant additional certain property situated at 6400 SE 101st Avenue, in the City of Portland, County of Multnomah, State of Oregon, more particularly described as **Yard Site "O & X" (40,000 square feet), Yard Site "Z" (approximately 15,000 square feet) and Yard Site "R-11" (15,390 square feet)** as depicted on the attached site plan, "Exhibit A". The real property, including the land and all improvements thereon, are hereafter called the "Premises".

2 a. On or before January 1, 2010, Landlord agrees to lease Tenant **Yard Areas "R3", "R7", "R8" and "R9" (65,000 square feet)** as depicted on attached site plans, "Exhibit A". Tenant also agrees to accept and lease the space if it becomes available prior to January 1, 2010.

3. Rent: The minimum monthly Base Rent by location (which is due the 1st of each month) will be as follows for **Yard Sites "X & O", "Z", "R-11", "R3", "R7", "R8" and "R9**. The amounts for **Yard Space "J & K", Warehouse Area 4-A** and repayment on the deferred rent as stated in section 4B of the original lease and restated here shall continue in full force and effect.

NOTE: Actual Annual rent escalation will be the greater of an increase of 3% per annum or the increase in the Consumer Price Index for previous calendar year. The Consumer Price Index "CPI" shall be defined by the US Department of Labor table: "All Urban Consumers, US City Average, All items". The rents indicated below reflect only the minimum 3% per annum increases.

For yard area described as "O & X":

October 1, 2009 – December 31, 2010 ~ \$2,600.00
January 1, 2011 – December 31, 2011 ~ \$2,678.00
January 1, 2012 – December 31, 2012 ~ \$2,759.00
January 1, 2013 – December 31, 2013 ~ \$2,842.00
January 1, 2014 – December 31, 2014 ~ \$2,928.00
January 1, 2015 – December 31, 2015 ~ \$3,016.00
January 1, 2016 – December 31, 2016 ~ \$3,107.00
January 1, 2017 – December 31, 2017 ~ \$3,201.00
January 1, 2018 – December 31, 2018 ~ \$3,297.00
January 1, 2019 – December 31, 2019 ~ \$3,396.00

For yard area described as "Z":

October 1, 2009 – December 31, 2010: ~ \$975.00
January 1, 2011 – December 31, 2011 ~ \$1,005.00
January 1, 2012 – December 31, 2012 ~ \$1,036.00
January 1, 2013 – December 31, 2013 ~ \$1,068.00
January 1, 2014 – December 31, 2014 ~ \$1,100.00
January 1, 2015 – December 31, 2015 ~ \$1,133.00
January 1, 2016 – December 31, 2016 ~ \$1,167.00
January 1, 2017 – December 31, 2017 ~ \$1,202.00
January 1, 2018 – December 31, 2018 ~ \$1,239.00
January 1, 2019 – December 31, 2019 ~ \$1,277.00

For yard area described as "R-11":

October 1, 2009 – December 31, 2010 ~ \$1,100.00
January 1, 2011 – December 31, 2011 ~ \$1,133.00
January 1, 2012 – December 31, 2012 ~ \$1,167.00
January 1, 2013 – December 31, 2013 ~ \$1,202.00
January 1, 2014 – December 31, 2014 ~ \$1,239.00
January 1, 2015 – December 31, 2015 ~ \$1,277.00
January 1, 2016 – December 31, 2016 ~ \$1,316.00
January 1, 2017 – December 31, 2017 ~ \$1,356.00
January 1, 2018 – December 31, 2018 ~ \$1,397.00
January 1, 2019 – December 31, 2019 ~ \$1,439.00

For the yard area identified as areas "R3", "R7", "R8" and "R9"

Earlier of date of occupancy or January 1, 2010 – December 2010 ~ \$5,000.00
January 1, 2011 – December 31, 2011 ~ \$5,150.00
January 1, 2012 – December 31, 2012 ~ \$5,305.00
January 1, 2013 – December 31, 2013 ~ \$5,465.00
January 1, 2014 – December 31, 2014 ~ \$5,629.00
January 1, 2015 – December 31, 2015 ~ \$5,798.00
January 1, 2016 – December 31, 2016 ~ \$5,972.00
January 1, 2017 – December 31, 2017 ~ \$6,152.00
January 1, 2018 – December 31, 2018 ~ \$6,337.00
January 1, 2019 – December 31, 2019 ~ \$6,528.00

For the yard area identified as areas J and K:

October 1, 2009 - December 31, 2009 ~ \$5,368.00
January 1, 2010 - December 31, 2010 ~ \$5,533.00

For the warehouse area identified as 4A:

October 1, 2009 - December 31, 2009 ~ \$18,025.00
January 1, 2010 - December 31, 2010 ~ \$18,566.00
January 1, 2011 - December 31, 2011 ~ \$19,123.00
January 1, 2012 - December 31, 2012 ~ \$19,697.00
January 1, 2013 - December 31, 2013 ~ \$20,288.00
January 1, 2014 - December 31, 2014 ~ \$20,896.00
January 1, 2015 - December 31, 2015 ~ \$21,523.00
January 1, 2016 - December 31, 2016 ~ \$22,169.00
January 1, 2017 - December 31, 2017 ~ \$22,834.00
January 1, 2018 - December 31, 2018 ~ \$23,520.00
January 1, 2019 - December 31, 2019 ~ \$24,226.00

Previously, Landlord and Tenant agreed that rent during the period from January 1, 2008 through June 30, 2008 would be deferred until July 1, 2008. At that time the deferred rent in the amount of \$105,000 would be paid in monthly increments of \$2,500 starting July 1, 2008 and every month thereafter until fully paid. This agreement remains in full force and effect.

4. Security Deposit. The Security Deposit shall be increased by \$13,890.00 which is payable on the execution date. The total amount of the Security Deposit held by the Landlord for the Original Lease and the Third Amendment shall be \$42,399.00.

5. Due at Amendment Execution. Tenant shall pay to Landlord, upon the execution of the amendment, the sum of \$30,568.00 as rent for October 2009 plus the sum of \$13,890.00 as additional Security Deposit for a total of \$44,458.00 due at lease execution.

6. Term. This Third Amendment lease term shall commence on October 1, 2009 and end on December 31, 2019 for all areas except for Yard Areas "J" and "K". The term for yard areas "J" and "K" will end on December 31, 2010 unless terminated earlier by mutual agreement.

7. Utilities. If Tenant's water usage exceeds "reasonable" use as defined by Landlord then Tenant will reimburse Landlord for said expense.

8. Road Repair Assessment. Landlord and Tenant agree that Tenant's use of the premises will significantly increase truck traffic on common roadways and cause additional wear and tear on those common roadways. Effective January 1, 2010 and for the life of the lease Tenant agrees to pay Landlord \$500.00 a month to be used specifically for roadway repair and maintenance costs. Landlord will provide Tenant with an annual accounting for the use of the fund. Any unspent amounts at the end of the lease term will be returned to Tenant.

9. Alterations and Additions. Section 8.4c of the original lease is amended to allow Tenant to remove tenant yard area improvements at the legal end of the lease, at their own expense as long as yard area is restored to its original condition.

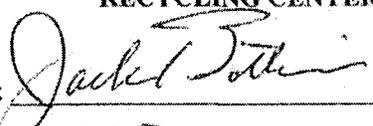
10 Best Management Practices (BMP). Tenant shall understand and follow Best Management Practices (BMP) with respect to activities that can impact the environmental resource areas present at Freeway Land II. In addition, the Oregon Department of Environmental Quality (DEQ) is that tenant's employees understand and practice BMP. A copy of Freeway Land II's BMP is attached as "Exhibit B".

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date first set forth above.

JAMESON PARTNERS, LLC
dba FREEWAY LAND II

By: 
Title: Agent

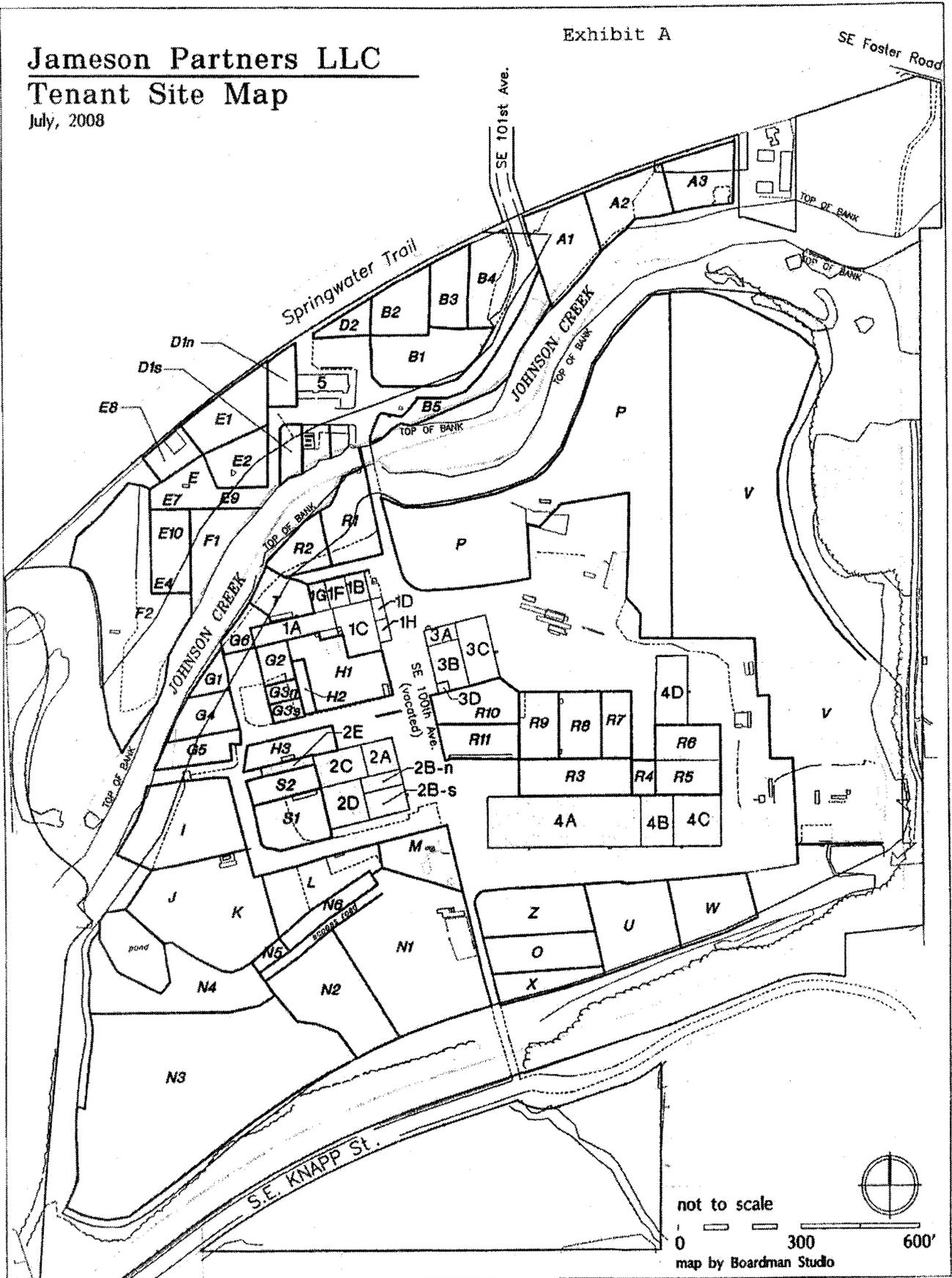
PACIFIC LAND CLEARING COMPANY, INC
dba PACIFIC LAND CLEARING &
RECYCLING CENTER

By: 
Title: CEO

Jameson Partners LLC Tenant Site Map

July, 2008

Exhibit A



"EXHIBIT B"

**Jameson Partners, LLC
6400 SE 101st Avenue**

Freeway Land II Industrial Park/Best Management Practices

Working in the Environmental Zone

Sensitive environmental resources are located on our site. Special precautions are needed to protect the environmental "E-Zone" which is located along both sides of Johnson Creek, 75 feet from the top of the stream bank.

Here are some important "Dos and Don'ts" for work on the site and in or near the E-Zone.

Freeway Land II Dos

Outdoors:

Keep dust down. Existing vegetation can help. Leave vegetation in place; cover dirt areas with mulch, plants, or trees.

Stop erosion. Existing vegetation is usually the best way to prevent erosion from happening. Wherever possible, create "do not disturb" areas so plants can grow.

Maintain stormwater catch basins. Remove leaves and trash from grates so they do not clog.

Protect stored materials. For smaller quantities of materials stored outdoors, place a tarp or sheeting over the material.

Manage outdoor container storage. Cover the storage area or bring the container indoors if possible. Covers can help to prevent rainfall from getting into the containers and leaking.

Watch for spills when loading and unloading materials. Inspect loading areas for dust, fumes, or stains, which could signal that materials are being spilled. If there is a spill, clean it up as soon as possible. Check vehicles and equipment for leaks and get them fixed as soon as possible.

Protect aboveground storage tanks. Install guards around the tanks and piping to keep forklifts or vehicles from causing damage.

Vehicles / Stormwater:

Safeguard Johnson Creek from wash water. Wash vehicles at a commercial vehicle washing operation, where the water will be disposed of without causing harm to the creek.

Use chemicals wisely. Clean equipment and vehicles without using chemicals or use less toxic chemicals. Do not pour cleaning chemicals or automotive fluids into the stormwater system or onto the ground.

Organize fueling activities. Use off-site fueling options, or centralize fueling activities in one place where fuel spills can be contained.

Protect stormwater quality. Maintain the warning signs posted at all storm drain inlets to let people know that stormwater goes directly to Johnson Creek.

Freeway Land II Don'ts

Outdoors:

Do not dump yard debris or trash.

Do not remove existing vegetation or trees (except nuisance plants—e.g., Himalayan blackberry, reed canarygrass, scotch broom).

Do not plant nuisance plants (or any others that are not on the Portland Plant List).

Do not use herbicides or pesticides.

Do not use, package, or storage hazardous substances in or close to the E-Zone.

Stormwater:

Do not discharge to the stormwater system oil or any material having a visible sheen, or one that causes discoloration.

Do not discharge any material having a pH of less than 6.0 or greater than 9.0 or that contain toxic chemicals in toxic concentrations.

Do not discharge refuse, rubbish, garbage, discarded or abandoned objects, or accumulations or discharge that contains visible floating solids.

Do not discharge any material that causes or may cause interference with or damage to the stormwater system.

Do not discharge any liquids, solids, or gases which may cause fire.

Do not discharge any process wastewater (unless authorized or permitted by appropriate state / federal agencies).

**FREEWAY LAND II
SECOND AMENDMENT TO LEASE**

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") dated July 16, 2009 is made and entered into by and between **JAMESON PARTNERS LLC**, an Oregon Limited Liability Company dba **FREEWAY LAND II** ("Landlord"), **PACIFIC LAND CLEARING CO., INC dba PACIFIC LAND CLEARING RECYCLING CENTER** (hereinafter called "Tenant" or "Lessee"), an Oregon Corporation, whose principal place of business is 4044 N. Suttle Rd, Portland, OR. 97217, who agree as follows:

Recitals:

A. On January 1, 2008, Landlord and Tenant entered into a Lease agreement (the "Original Lease") for certain real property situated at 6400 S.E. 101st Avenue, in the City of Portland, County of Multnomah, State of Oregon, more particularly described as "**Yard Site J and K**", which measures approximately **97,077** square feet and "**Warehouse Area 4A**", measuring **45,600** square feet, with adjoining yard area.. These areas are depicted on the attached site plan, "**Exhibit A**". The real property, including the land and all improvements thereon, is hereafter called "the Premises".

B. On January 1, 2009, Tenant entered into an understanding with Landlord that so long as the lease is not in default, Landlord will not rent any new space at Freeway Land II to companies that are direct competitors to Tenant specifically in the handling of wood waste recycling and/or the transfer and processing of solid non-hazardous waste material. This understanding, however, does not cover existing tenants now at Freeway Land II that use, process or store wood waste material as part of their business.

C. Tenant now desires to enter into an agreement with Landlord to update the useable Yard Area J and K square footage by an agreed upon reduction of 2,500 square feet, making the current Yard Area J and K total 94,577 square feet.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants set forth in this Second Amendment to Lease ("Second Amendment"), Landlord and Tenant agree that:

Terms and Conditions:

1. **Effect of Amendment.** The "Effective Date" of this Second Amendment shall be January 1, 2009. The Original Lease is hereby incorporated into this Second Amendment as if fully set forth herein and, except as modified herein, shall continue in full force and effect. The Landlord and Tenant agree to modify the original lease term as set forth in Item "2 Rent".

2. **Rent:** Rent for Yard Space J and K shall be reduced from \$5,510.00 to \$5,368.00 effective January 1, 2009. The amounts for Warehouse Area 4-A, and repayment on the deferred rent as stated in section 4B of the original lease and restated here at 2B. shall continue in full force and effect.

The monthly Base Rent (which is due the 1st of each month) will be as follows with a retroactive credit given for rent received of \$994.00:

A. For the yard area identified as areas J and K:
January 1, 2009 - December 31, 2009: \$5,368.00
January 1, 2010 - December 31, 2010: \$5,533.00

B. For the warehouse area identified as 4A:
January 1, 2009 - December 31, 2009: ~ \$18,025.00
January 1, 2010 - December 31, 2010: ~ \$18,566.00
January 1, 2011 - December 31, 2011: ~ \$19,123.00
January 1, 2012 - December 31, 2012: ~ \$19,697.00
January 1, 2013 - December 31, 2013: ~ \$20,288.00
January 1, 2014 - December 31, 2014: ~ \$20,896.00
January 1, 2015 - December 31, 2015: ~ \$21,523.00
January 1, 2016 - December 31, 2016: ~ \$22,169.00
January 1, 2017 - December 31, 2017: ~ \$22,834.00

Landlord and Tenant agreed that rent during the period from January 1, 2008 through June 30, 2008 would be deferred until July 1, 2008. At that time the deferred rent in the amount of \$105,000 would be paid in monthly increments of \$2,500 starting July 1, 2008 and every month thereafter until fully paid. If the Tenant elects to an early termination of the lease for space 4A per the terms outlined in Section 3B of original lease then the balance of the deferred amount then outstanding shall be immediately due and payable.

3. Best Management Practices (BMP). Tenant shall understand and follow Best Management Practices (BMP) with respect to activities that can impact the environmental resource areas present at Freeway Land II. In addition, the Oregon Department of Environmental Quality (DEQ) is that tenant's employees understand and practice BMP. A copy of Freeway Land II's BMP is attached as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date first set forth above.

JAMESON PARTNERS, LLC
dba FREEWAY LAND II

By: _____

Title: _____

Agent

PACIFIC LAND CLEARING CO., INC.
dba PACIFIC LAND CLEARING
RECYCLING CENTER

By: _____

Title: _____

press

Jameson Partners LLC

Tenant Site Map

July, 2008

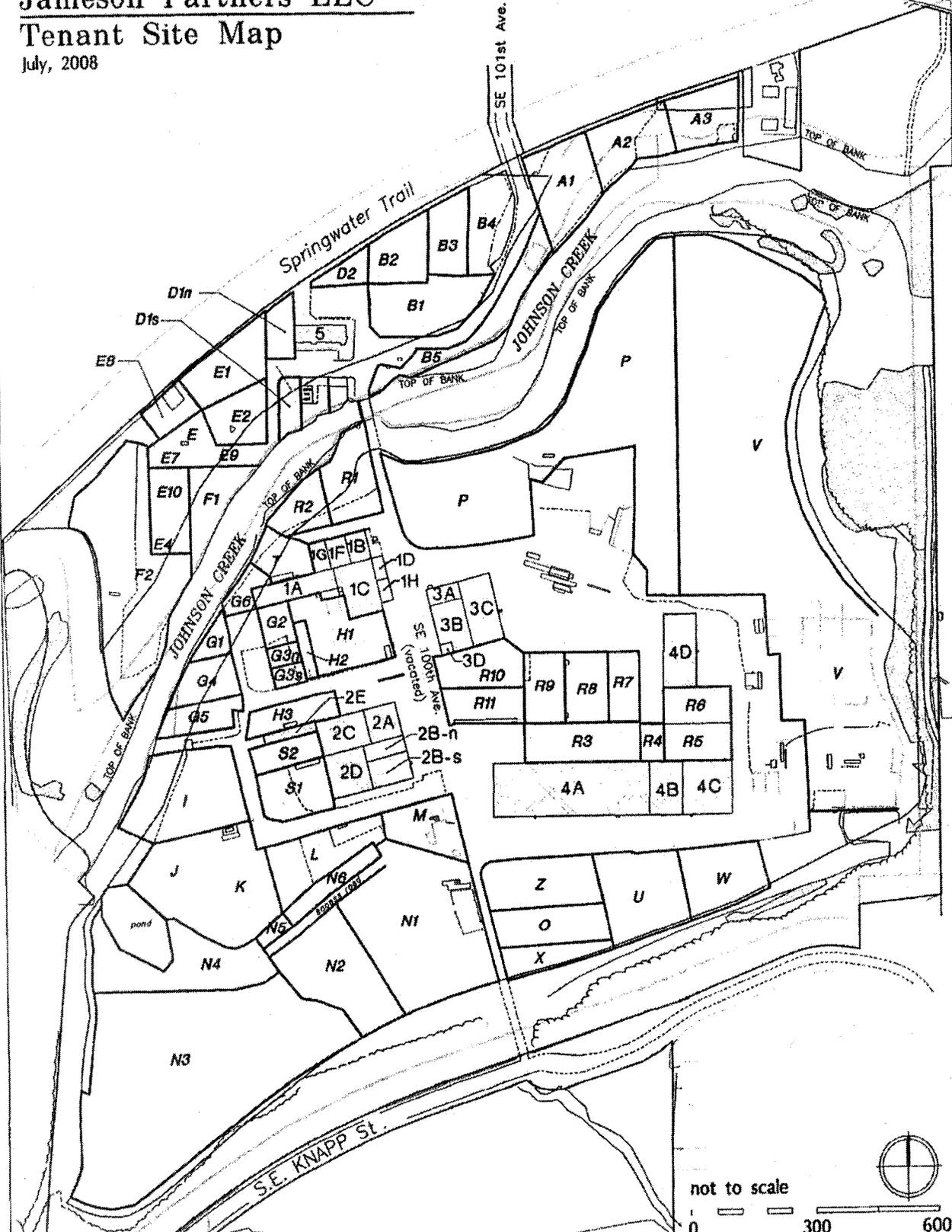
Exhibit A

SE Foster Road

SE 101st Ave.

Springwater Trail

JOHNSON CREEK



not to scale

0 300 600'

map by Boardman Studio



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") dated January 5, 2009 is made and entered into by and between **JAMESON PARTNERS LLC**, an Oregon Limited Liability Company dba **FREEWAY LAND II** ("Landlord"), **PACIFIC LAND CLEARING CO., INC** dba **PACIFIC LAND CLEARING RECYCLING CENTER** (hereinafter called "Tenant" or "Lessee"), an Oregon Corporation, whose principal place of business is 4044 N. Suttle Rd, Portland, OR. 97217, who agree as follows:

Recitals:

A. Effective January 1, 2008, Landlord and Tenant entered into a Lease agreement (the "Original Lease") for certain real property situated at 6400 S.E. 101st Avenue, in the City of Portland, County of Multnomah, State of Oregon, more particularly described as "yard site J and K", which measures approximately 97,077 square feet and "warehouse area 4A", measuring 45,600 square feet, with adjoining yard area. These areas are depicted on the attached site plan, "Exhibit A". The real property, including the land and all improvements thereon, is hereafter called "the Premises".

B. Tenant now desires to enter into an understanding with Landlord that so long as the lease is not in default, Landlord will not rent any new space at Freeway Land II to companies that are direct competitors to Tenant specifically in the handling (see "Exhibit B") of wood waste recycling and/or the transfer and processing of solid non-hazardous waste material. This understanding, however, does not cover existing tenants now at Freeway Land II that use, process or store wood waste material as part of their business.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants set forth in this First Amendment to Lease ("First Amendment"), Landlord and Tenant agree that:

Terms and Conditions:

1. Effect of Amendment. The "Effective Date" of this First Amendment shall be January 5, 2009. The Original Lease is hereby incorporated into this First Amendment as if fully set forth herein and, except as modified herein, shall continue in full force and effect;

2. Term. This First Amendment shall not extend the term of the Original Lease

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first set forth above.

JAMESON PARTNERS, LLC dba
FREEWAY LAND II

By: _____

Title: _____

[Signature]
Agent

PACIFIC LAND CLEARING CO., INC
dba PACIFIC LAND CLEARING RECYCLING CENTER

By: _____

Title: _____

[Signature]
OWNER

Jameson Partners LLC

Tenant Site Map

July, 2008

Exhibit A

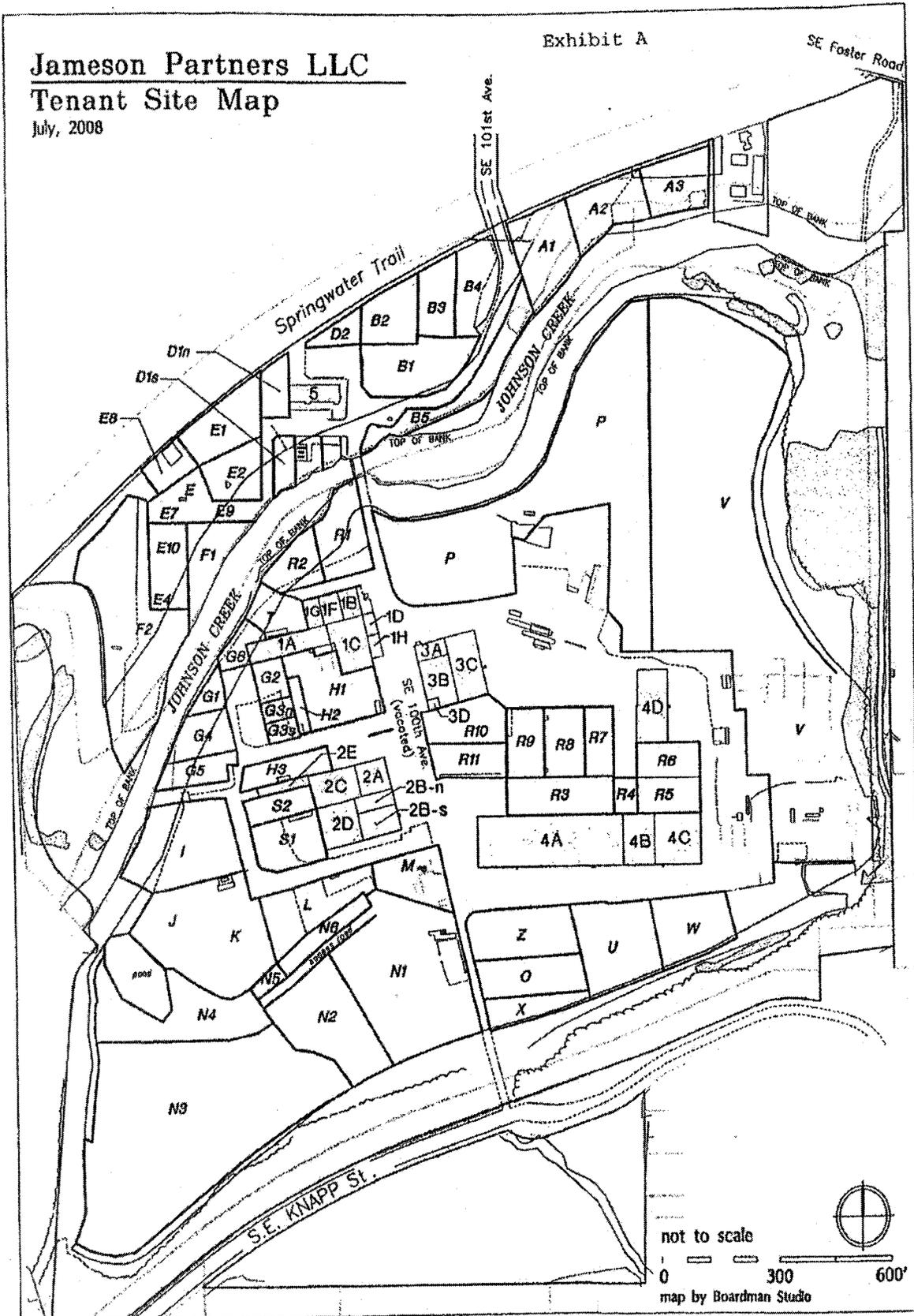


EXHIBIT B
LIST OF MATERIALS HANDLED BY PLC RECYCLING CENTERS

1. YARD DEBRIS
2. E-WASTE
3. CORRUGATED CARDBOARD
4. RIGID PLASTIC
5. FILM PLASTIC
6. STYROFOAM
7. GYPSUM DRYWALL
8. COMPOSITION ROOFING SHINGLES
9. NON-FERROUS METALS
10. FERROUS METALS
11. CARPET PADDING
12. CLEAN WOOD
13. DEMO WOOD
14. CONCRETE
15. MIXED DRY WASTE