

TIRE DISPOSAL & RECYCLING, INC.

February 19, 2015

Metro Finance and Regulatory Services
Solid Waste Compliance and Cleanup
600 NE Grand Avenue
Portland, OR 97232-2736

RE: Renewal of License No. L-022-10A

Here is our renewal application with the following supplemental attachments to update your files:

1. Attachment C - Current Certificate of Insurance
2. Attachment D - DEQ Permit / Application Information
3. Attachment F - Financial Assurance
4. Attachment G - Property Use Consent Form w/ Lease Agreement

A check in the amount of \$300.00 to cover the fee for filing a license renewal application is also attached. Please call me at 503-240-1919 if you have questions.

Sincerely,



Mark W. Hope
President

enclosures; Application, 1,2,3 & 4 plus check



METRO

MAR 3 '15 AM 11:20

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 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:	Tire Disposal & Recycling, Inc.
Company Name:	Tire Disposal & Recycling, Inc.
Street Address:	9333 N. Harborage Street
Mailing Address:	P.O. Box 83478
City/State/Zip:	Portland, OR 97283
Contact Person:	Mark Hope
Phone Number:	503-240-1919
Fax Number:	503-240-1992
E-mail Address:	mark@tiredisposal-recycling.com

2. Licensee's Owner or Parent Company (provide information for all owners)	
Name:	Tire Disposal & Recycling, Inc.
Address:	P.O. Box 83478
City/State/Zip:	Portland, OR 97283
Phone Number:	503-240-1919
Fax Number:	503-240-1992
E-mail Address:	mark@tiredisposal-recycling.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:	TDR Group, LLC.	
Mailing Address:	2606 SE 58 th Ave	
City/State/Zip:	Portland, OR 97206	
Phone Number:	503-781-7409	

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	8am - 4pm	7:30am - 3:30pm	7:30am - 3:30pm
Estimated Vehicles Per Day	4	24	6

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
Scrap Tires - Passenger/light truck & truck tires on or off the rim (clean)	\$100/ton

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
Scrap Tires	Sort and/or process for recycling	40,000 tons

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 *
Cowlitz County Landfill	Tire Chips	2,000 tons	Useful Material
Delta Sand & Gravel	Tire Shreds	24,000 tons	Disposal/ Useful Material

* 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 INSUREDS.

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.

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 

TITLE President

PRINT NAME Mark W. Hope

DATE 2/19/2015 PHONE 503-240-1919

WE/bjl
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Attachment C:
Insurance Certificate

Attachment D:
DEQ Permit Application



State of Oregon
Department of
Environmental
Quality

Permit Number: 1268
Expiration Date: January 1, 2015
Page 1 of 17

WASTE TIRE STORAGE SITE/CARRIER COMBINATION PERMIT

Oregon Department of Environmental Quality
2020 SW 4th Ave., Suite 400
Portland, OR 97201
Telephone: 503-229-5263

Issued in accordance with the provisions of ORS Chapter 459 and the land use compatibility statement listed below.

ISSUED TO:

Tire Disposal & Recycling, Inc.
PO Box 83478
Portland, OR 97203
503-283-2261

FACILITY NAME AND LOCATION:

Tire Disposal & Recycling, Inc.
9333 N. Harborgate St.
Portland, OR 97203
Multnomah County

OPERATOR:

Mark Hope
Tire Disposal & Recycling, Inc.
PO Box 83478
Portland, OR 97203
503-240-1919

PROPERTY OWNER:

TDR Group, LLC
2606 SE 58th Avenue
Portland, OR 97206
(503) 781-7409

SHORT-TERM LEASE OPTION: No

ISSUED IN RESPONSE TO:


- a permit renewal application received Sept. 30, 2011, and
- a land use compatibility statement from the City of Portland dated Oct. 21, 2003 and reaffirmed Feb. 1, 2012.

The determination to issue this permit is based on findings and technical information included in the permit record.

ISSUED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY



Audrey M. O'Brien
Solid Waste Manager, Northwest Region



Date

Permitted Activities

Until such time as this permit expires or is modified or revoked, the permittee is authorized to establish, operate, and maintain a waste tire storage site in conformance with the requirements, limitations, and conditions set forth in this document including all attachments.

From: PENCE Holly <PENCE.Holly@deq.state.or.us>

To: 'markhrrw@aol.com' <markhrrw@aol.com>

Subject: TDR permit renewal application received

Date: Thu, Sep 25, 2014 10:53 am

Hi, Mark,

DEQ received TDR's application to renew permit 1268 yesterday. The due date was Oct. 5, so the submittal is timely, and the permit will remain in effect until DEQ takes final action on the renewal.

DEQ notes that TDR is requesting the Common Carrier permit, and included the \$25 fee for the use of leased vehicles.

As you may know, the Solid Waste section has had some personnel changes. A project manager will be assigned soon, and will contact you.

Holly Pence 503-229-5353
DEQ Northwest Region
Solid Waste Permit Coordinator
Environmental Partnerships Section Support
Materials Management • Solid & Hazardous Waste • Asbestos

TIRE DISPOSAL & RECYCLING, INC.

September 5, 2014

Ms. Holly Pence
DEQ Northwest Region
Solid Waste Program
2020 SW 4th Ave., Suite 400
Portland, OR 97201

RE: Permit Renewal # 1268

Dear Ms. Pence,

Enclosed please find our renewal application for our Waste Tire Combined Storage/Carrier Permit. A check is also attached to cover fees. Note that we are renewing this permit as a "Combined Tire Carrier/Storage Permit." Per your request, I have attached a Waste Tire Storage/Carrier Renewal Application. In addition I have included an update of our "Operating Plan" vehicle information and "Waste Tire Delivery Sites" in order to provide you with all the supplemental information needed to complete the combined permit.

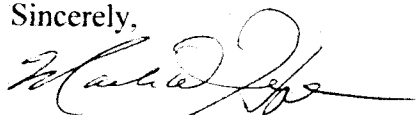
Both a copy of the \$5,000 waste tire hauler bond and the \$50,000 waste tire storage site bond are attached. The effective date of the bond for hauling is Jan. 1, 2012 and for storage is Feb. 4, 2010 as both have continued in force unabated per our annual premium payments as noted per the attached billings and check payments. The original copy of the Bond was dropped off at your office in December of 2011 or earlier.

Note that we are again requesting "common carrier" status due the total number of power units that we have collecting tires. This status is consistent with how we permitted before. We have also included the fee to pay the extra \$25 for the ability to use short term lease trucks.

I trust that we are within the timelines for submittal of our application to assure permit continuance past the 1st of the year if issuance has not been completed.

Please call me if you have questions.

Sincerely,



Mark W. Hope



State of Oregon
Department of
Environmental
Quality

Renewal Application

For Waste Tire Storage Site, Beneficial Use, or Combined Storage/Carrier Permit

(Attach Additional Sheets If Necessary)
Authority: Oregon Revised Statutes (ORS) 459.715

DEQ USE ONLY -
Business Office

Date Received: _____
Amount Received: _____
Check No.: _____
Deposit No.: _____
Application No.: _____
New ___ Renew ___ Modify ___

A. REFERENCE INFORMATION (Please Print clearly. SEE ATTACHED INSTRUCTIONS.)

1. <u>Tire Disposal & Recycling, Inc</u> Legal Name of Applicant Registered (see instructions)	8. <u>Tire Disposal & Recycling, Inc</u> Common Name of Facility
2. Ph. <u>503-240-1919</u> FAX <u>503-240-1992</u>	9. <u>9333 N. Harborway Street</u> Facility Address
3. <u>Tire Disposal & Recycling, Inc</u> Legal Name of Business/Facility (May be same as above.)	<u>Portland OR 97203</u> City State Zip
4. <u>P.O. Box 83478</u> Mailing Address of Applicant	10. <u>P.O. Box 83478</u> Facility's Mailing Address
<u>Portland OR 97283</u> City State Zip	<u>Portland, OR 97283</u> City State Zip
5. <u>TDR Group, LLC</u> Legal Name of Property Owner	<u>info@tiredisposal-recycling.com</u> E-Mail at Facility
6. <u>2606 SE 58th Ave</u> Mailing Address of Property Owner	11. <u>Mark Hope</u> Ph. <u>503-240-1919</u> Name of Facility Operator
<u>Portland OR 97206</u> City State Zip	12. <u>Multnomah</u> County in which Facility is Located
7. Ph. <u>503-781-7409</u> FAX <u>503-240-1992</u>	

13. Enter Facility Location by LATITUDE and LONGITUDE, SECTION, TOWNSHIP, and RANGE.

LATITUDE			LONGITUDE		
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
<u>45.62</u>	<u>18</u>	<u>68</u>	<u>122.77</u>	<u>44</u>	

Section: 26 Township: T.2N Range: R.1W

B. TYPE OF PERMIT REQUESTED I am applying for **renewal** of the following permit (check one): Please read the attached instruction sheet that describes the additional information and attachments you must complete in order to submit a completed application. If the instruction sheet is not attached to this application or for more information, call the DEQ Regional Office closest to you. (See attached map)

- Beneficial Use Waste Tire Storage Site Permit
- Waste Tire Storage Site Permit
- Combined Waste Tire Carrier/Storage Site Permit

B. FULL NAME OF INDIVIDUAL OWNER, ALL PARTNERS OR CORPORATE OFFICERS:

	Last Name	First Name	Title
1	Hope	Mark	President
2	Kriden	Donald	Sec/Treas
3	Kriden	Jay	VP
4			

C. FACILITY INFORMATION

The following questions to be answered by all applicants, including beneficial use applicants:

Type of business at the site (check all that apply)

- Waste tire storage site
 Waste tire processor
 Tire re-treader
 Retail tire dealer
 Waste tire carrier
 Auto wrecker
 Residence
 Farm
 Other (specify) _____

What is the maximum number of tires you expect to store at your site? 11,000 tires.

Has this amount changed since your last application or renewal? Yes No

What is the maximum volume of tire-derived product to be stored at the site? 300 cubic yards

Has this amount changed since your last application or renewal? Yes No

Are you accepting waste tires from the public or waste tire carriers? Yes No

How much do you charge to accept tires? \$ 5.00 Truck \$ 1.00 Car \$ Quote Other

The following questions apply to beneficial use applications only:

Maximum number of tires you expect to need for your beneficial use: _____

Has this estimate changed since your last application or renewal? Yes No

Are you being paid to take waste tires? Yes No How much per tire? _____

Name and address of all adjacent property owners: (Note: If adjacent property owners have not changed, write "same" below. If they have changed, please list here and submit a new Attachment 3, Descriptive Maps. Please attach additional sheets if necessary)

1. Name _____

Mailing Address _____

2. Name _____

Mailing Address _____

3. Name _____

Mailing Address _____

4. Name _____

Mailing Address _____

D. FEE SCHEDULE: Waste tire storage/combo permit renewal fee: \$125 125
 Waste tire storage/combo annual compliance fee: \$250 250
 Waste tire combo annual fee for each vehicle: \$25
 Number of vehicles: x \$25/vehicle= 400 w/Short term lease
 Total fee waste tire storage/combo permit renewal \$775.00 (375+25 40)
 Beneficial use permit renewal fee: \$50 _____
 Beneficial use permit annual compliance fee: \$50 _____
 Beneficial use permit total fee: \$100 _____

Make checks payable to Oregon Department of Environmental Quality or Oregon DEQ.

E. APPLICANT SIGNATURE: I hereby certify by my signature below that the information contained in this application, and the documents that I have attached, are true and correct to the best of my knowledge and belief.

Mark W. Hope Mark W. Hope President 9/3/2014
 Signature of Legally Authorized Representative (see instructions) Print Name Title Date

F. PROPERTY OWNER SIGNATURE: I hereby certify by my signature below that the information contained in this application, and the documents that I have attached, are true and correct to the best of my knowledge and belief.

Mark W. Hope Mark W. Hope Owner 9/3/2014
 Signature of Property Owner Print Name Title Date

Please keep a copy of all documents. Incomplete applications will be returned. Send two copies of the completed application and additional sheets/attachments to the DEQ Headquarters office: DEQ Headquarters, 811 SW 6th Ave., Portland, OR 97204, Attn: Waste Tire Coordinator

1. Eastern Region
 DEQ Solid Waste Programs
 400 E Scenic Drive, Suite 307
 The Dalles, OR 97058
 (541) 298-7255 ext. 221
2. Northwest Region
 DEQ Solid Waste Programs
 2020 SW 4th Ave., Suite 400
 Portland OR 97201
 (503) 229-5353
3. Western Region
 DEQ Solid Waste Programs
 750 Front St. NE, Suite 120
 Salem OR 97301
 (503) 378-5047



INSTRUCTIONS FOR COMPLETING APPLICATION FORM

A. REFERENCE INFORMATION:

Please fill out the application completely. Answer all questions or enter "N/A" for not applicable or "none." Enter the applicant's official or legal name. This is the name that appears on the certification form you must submit with this application. Do not use a colloquial name. If the business is a partnership, list each partner in Section B.

B. FULL NAME OF INDIVIDUAL, PARTNERS OR CORPORATE OFFICERS: -- Self explanatory

C. **ATTACHMENTS** – The following attachments and documents must be submitted with your completed application (please keep a copy of all documents for your file):

Attachment 1 – Financial Assurance (describes your business's bond or other form of insurance). Financial assurance must be completed for each permit renewal.

Attachment 2 – Land Use Compatibility Statement. This attachment is not required for renewal of a waste tire storage site. *NA*

Attachment 3 – Descriptive Maps. Submit only if the adjacent owners or major features of the site have changed. *NA*

Attachment 4 – Management Plan (describes your reason for storing the tires and/or tire derived product and how you propose to manage them and operate the site). Submit only if the operation of the site or management of waste tires has changed. *No change*

Attachment 5 – Contingency Plan (describes how you will control fire danger and damage at the site and handle other possible emergencies). Submit only if your contingency plan has changed. *No change*

Long-Term Control of Site. If the applicant is not the property owner or the owner's authorized representative, he or she must submit proof of long-term control over the site. Acceptable proof includes a written lease agreement. Submit only if you have a new lease agreement or other means that give you long-term control of the site. *No change*

Business name certification from Oregon Corporation Division (If you need to get a business name registered, online forms are available at <http://www.filinginoregon.com/forms/>). Submit only if your business name has changed. *No change*

Payment of required fees (see fee schedule in **Section D** of application form). Make checks payable to **Oregon Department of Environmental Quality or Oregon DEQ.**

E. & F. SIGNATURES:

Don't forget to sign and date your application. **Both permit applicant and property owner must sign.**

Definition: Legally Authorized Representative

- Corporation: A principal executive officer of at least the level of vice president;
- Partnership or Sole Proprietorship: A general partner or the proprietor (owner), respectively
- Municipality, State, Federal, or other Public Facility: Either a principal executive officer or ranking elected official.

SUBMIT FORMS: Please keep a copy of all documents for your file. Incomplete applications will be returned. Send **two** copies of the completed application and any additional sheets or attachments to the appropriate regional office (see map on application form).

Detailed information about permit submission can found on the DEQ Web Page under Solid Waste Landfill Guidance Document at <http://www.deq.state.or.us/lq/sw/disposal/>

Solid Waste Administration Rules can be found at http://arcweb.sos.state.or.us/rules/OARs_300/OAR_340/340_tofc.html and Oregon Revised Statutes, Chapter 459 (relating to solid waste management) can be found at <http://landru.leg.state.or.us/ors/459.html>

Permit 1268

Tire Disposal & Recycling, Inc

Vehicle Information 3/17/14

This permittee is a common carrier class waste tire carrier as provided under OAR 340-064-0055(7).

Individual vehicles on the list do not require DEQ Waste Tire Carrier cab decals

	Vehicle No	License No	Vehicle Make/Year	Declared (Loaded)Wt
1.	2A	Y116394	Freightliner 2005	26000
2.	1B	Y117379	International 2006	26000
3.	05	T543495	Freightliner 1996	26000
4.	06	Y114239	Freightliner 1999	26000
5.	07	Y114871	Freightliner 2001	26000
6.	18	YAEU442	Kenworth 2003	96000
7.	21	YAFL591	Freightliner 1995	80000
8.	22	YAEU522	Kenworth 2005	80000
9.	23	YCCQ370	Kenworth 2005	80000
10.	24	YAEU524	Kenworth 2005	80000
11.	25	YAEU525	Kenworth 2005	80000
12.	27	YAGA709	Volvo 2007	80000
13.	29	YAHM162	Volvo 2007	80000
14.	31	YAFR651	Freightliner 2002	96500
15.	32	YAFZ887	Freightliner 1998	96500
16.	35	YAGZ482	Freightliner 2002	84000
17.	38	YAGL554	Kenworth 2001	101000
18.	303	YADD419	Kenworth 1995	96500

WASTE TIRE DELIVERY SITES

1. Krider Construction, Inc. /
7220 NW O'Neil Hwy
Prineville, OR 97754
(DEQ SWDP 1175)
2. Tire Disposal and Recycling, Inc
9333 N Harborgate St
Portland OR 97203
(DEQ SWDP 1268)
3. RB Recycling
9945 N Burgard Way
Portland OR 97203
503-283-2261
4. Waste Recovery West, Inc. / LeHigh Southwest Cement
Redding CA
530-275-1160
5. Waste Recovery West
4554 S. El Dorado Street
Stockton CA 95206
6. Ash Grove Cement c/o L&S Tire Co.
Seattle WA
253-588-0717
7. Weyerhaeuser Wood Products/ Cowlitz County LandfillWA (chips only)
360-274-6492
8. LeHigh Cement
Delta BC Canada
604-952-5654
9. Ash Grove Cement
Durkee OR
541-877-2411
10. Locations in Nevada (permitted in that state)

Attachment F:
Financial Assurance

Waste Tire Carrier Bond

Bond Number MS4710398

(SHOW FULL NAME OF ALL PRINCIPALS DBA EXACT BUSINESS NAME)

KNOW ALL MEN BY THESE PRESENTS: That we, Tire Disposal & Recycling, Inc.

P. O. Box 83478

Portland, OR 97283

each, as Principals, and Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the State of Oregon in the sum of FIVE THOUSAND DOLLARS (\$5,000) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: Whereas each of the above named principals, pursuant to Oregon Revised Statutes (ORS) Chapter 459.705 to 459.790 and pursuant to rules of the Environmental Quality Commission of the State of Oregon pertaining to requirements for being a waste tire carrier, Oregon Administrative Rules Chapter 340, Division 64, is applying to the Department of Environmental Quality of the State of Oregon for a permit to engage in the business of being a waste tire carrier as defined in ORS Chapter 459, at the following location:

9333 North Harbortgate Street, Portland, OR 97203

NOW THEREFORE, if each of the said principals above named shall faithfully comply with all applicable statutes, rules and waste tire carrier permit conditions of the State of Oregon, then this obligation shall be null and void, otherwise to remain in full force and effect.

As provided by ORS 459.730, any person injured by the failure of any principal, or any vehicle operated or leased by any principal under the principal's waste tire carrier permit, to comply with the above conditions in hauling waste tires shall have a right of action on this bond in his own name in the maximum aggregate limit of \$5,000, provided that written claim of such right of action shall be made to a principal or the surety company within two years after the injury. The maximum aggregate liability of this bond shall be \$5,000.

This bond is effective beginning, January 1, 2012 (mo/day/yr). The surety may cancel this bond by sending notice of cancellation by registered or certified mail to: Oregon Department of Environmental Quality, Waste Tire Program; 811 SW 6th Ave., Portland, OR 97204-1390. Such cancellations shall take effect on the date specified in the notice but not earlier than the 45th day after the date of mailing. If the bond is cancelled, the principals shall not haul additional waste tires for storage until a new bond or other financial assurance acceptable to the State is posted.

IN WITNESS WHEREOF, the above named parties have executed this instrument

The 30th day of September, 2011

Corporate Seal of Principal (if corporation)

Tire Disposal & Recycling, Inc.

Principal's Corporate Seal of Surety

Great American Insurance Company

Handwritten signature of Patricia Boyd

of Surety

Patricia Boyd, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 014599

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
REIDA ROBINSON	ALL OF	ALL
JACKIE ANDERBERG	MEDFORD,	\$75,000,000.00
DANA BRINKLEY	OREGON	
PATRICIA BOYD		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of, JULY, 2011.

Attest

GREAT AMERICAN INSURANCE COMPANY



[Handwritten signature]

[Handwritten signature]

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHEN (513-412-4602)

On this 29th day of JULY, 2011, before me personally appeared DAVID C. KITCHEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

[Handwritten signature]

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of September, 2011



[Handwritten signature]

Waste Tire Storage Site Bond

Bond Number MS2007911

(SHOW FULL NAME OF ALL PRINCIPALS DBA EXACT BUSINESS NAME)

KNOW ALL MEN BY THESE PRESENTS That we,

Tire Disposal and Recycling, Inc

P. O. Box 8428

Portland, OR 97203

each, as Principals, and Great American Insurance Company

a corporation

under the laws of the State of Ohio

and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the State of Oregon in the sum of

*****Fifty Thousand Dollars and 00/100***** Dollars (\$ 50,000.00)

lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: Whereas each of the above named principals, pursuant to Oregon Revised Statutes (ORS) Chapter 459 and pursuant to rules of the Environmental Quality Commission of the State of Oregon pertaining to standards for operation of a waste tire storage site, Oregon Administrative Rules Chapter 340, Division 64, is applying to the Department of Environmental Quality of the State of Oregon for a permit to engage in the business of waste tire storage as defined in ORS Chapter 459, at the following location:

9333 North Harborage Street

Portland, OR 97203

NOW THEREFORE, if each of the said principals above named shall faithfully comply with all applicable statutes, rules and waste tire storage site permit conditions of the State of Oregon, then this obligation shall be null and void, otherwise to remain in full force and effect.

As provided by ORS 459.720, the State of Oregon shall have a right of action on the bond if any principal shall fail to comply with ORS Chapter 459, Oregon Administrative Rules Chapter 340, Division 64, or conditions of the principals' waste tire storage site permit concerning waste tire removal processing, fire suppression or other measures to protect the environment and the health, safety, and welfare of the people of this state, or shall abandon the waste tire storage site, provided that written claim of such right of action shall be made to a principal or the surety company before the Department of Environmental Quality approves the closure of the waste tire storage site in writing, pursuant to OAR 340-64-045. The maximum aggregate liability of this bond shall be:

\$ 50,000.00

This bond is effective beginning February 4, 2010 (no day yr). The surety may cancel this bond by sending notice of cancellation by registered or certified mail to Oregon Department of Environmental Quality, Waste Tire Program, 811 SW 6th Ave., Portland, OR 97204-1390. Such cancellations shall take effect on the date specified in the notice but not earlier than the 45th day after the date of mailing. If the bond is cancelled, the principals shall not accept additional waste tires for storage until a new bond or other financial assurance acceptable to the State is posted. Any new surety must assume any past liability for the waste tire storage site.

IN WITNESS WHEREOF, the above named parties have executed this instrument

The 6th day of January, 2010

Corporate Seal of Principal
(if corporation)

Tire Disposal and Recycling, Inc.

[Handwritten Signature]
Principals

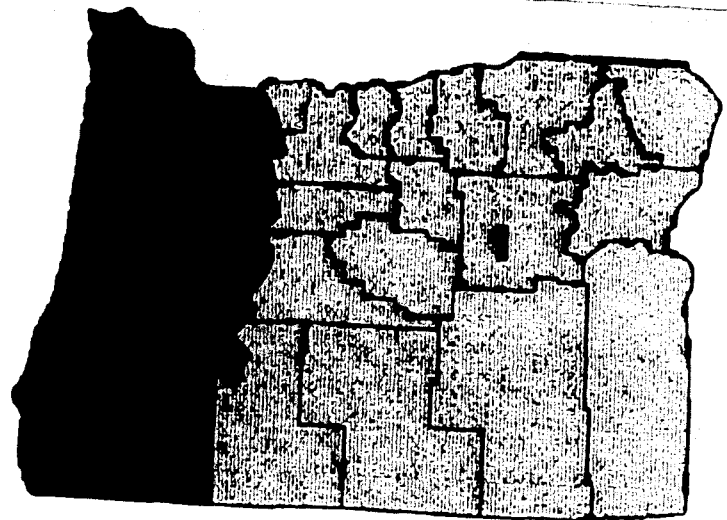
Corporate Seal of Surety

Great American Insurance Company

[Handwritten Signature] of Surety
Reida Robinson, Attorney-In-Fact

**Bond must be filed with the appropriate DEQ regional office
(DEQ region in which the storage site is located):**

1. Eastern Region
DEQ Solid Waste Programs
400 E. Scenic Drive, Ste. 307
The Dalles, OR 97058
(541) 296-7255 ext. 21
2. Northwest Region
DEQ Solid Waste Programs
2020 SW Fourth Ave., Ste. 400
Portland, OR 97201
(503) 229-5353
3. Western Region
DEQ Solid Waste Programs
750 Front St. NE Suite 120
Salem, OR 97301
(503) 378-5047



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513 369 5000 • FAX 513 723 2740

POWER OF ATTORNEY

No. 004596

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

THAT GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio, hereby ratifies, authorizes and appoints the person or persons named below, each individually if more than one named, to execute and deliver on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the limit of the said Company on any such bond, undertaking or contract shall not exceed the limit stated below:

Name	Address	Limit of Power
KEITH ROBINSON	ALL OF	ALL
FACIL ANDERBERG	MEDFORD	\$75,000,000.00
DANA BRINKLEY	OREGON	
PATRICIA BOYD		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s) in fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officer and the corporate seal hereunto affixed this 20th day of AUGUST, 2009.

Attest:

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON, ss.

DAVID C. KITCHIN (513 412 4602)

On this 20th day of AUGUST, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, depose and say that he resides in Cincinnati, Ohio; that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company; and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993:

RESOLVED That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents or any one of them be and hereby is authorized from time to time, to appoint one or more Attorneys in Fact to execute on behalf of the Company as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time.

RESOLVED FURTHER That the Corporate seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by its simile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6th day of January, 2010

Attachment G:

PROPERTY USE CONSENT FORM
With
Lease Agreement



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:	TDR Group, LLC.
Mailing Address:	2606 SE 58 th Ave.
City/State/Zip:	Portland, OR 97206
Phone Number:	503-781-7409

2. Site Description.			
Tax Lot(s): 1700	Section: 26	Township: T.2N	Range: R.1W
Address: 9333 N. Harborgate Street, Portland, OR 97203			

3. Describe the applicant's proposed use of this property.
To receive, sort and process scrap tires from Oregon, Washington, Idaho, and California for recycling and disposal purposes.

4. Describe the property interest held by the prospective Licensee or Franchisee (Applicant).
Lease (5 yr.) w/ option to renew.

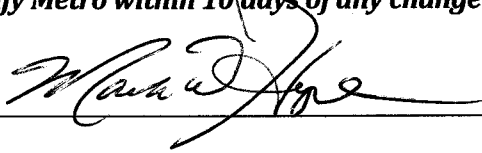
5. Describe the duration of the interest.
February 1, 2004 to January 31, 2019 (+ renewal option)

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 _____



TITLE _____ President _____

PRINT NAME _____ Mark W. Hope _____

DATE _____ February 19, 2015 _____

PHONE 503-240-1919

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 _____



PRINT NAME _____ Mark W. Hope _____

DATE _____ February 19, 2015 _____

PHONE _____ 503-781-7409 _____

SIGNATURE _____

PRINT NAME _____

DATE _____

PHONE _____

LEASE AGREEMENT

THIS LEASE made in duplicate this 1st day of February, 2004, by and between TDR Group, LLC, (hereinafter called Lessors), and Tire Disposal & Recycling, Inc. (hereinafter called Lessee):

WITNESSETH:

1. PREMISES: Lessors do hereby lease to Lessee, those certain premises consisting of two (2) buildings, i.e., an approximate 30' high open shed-free style type building consisting of approximately 36,654 square feet and an 1,800 square feet office with surrounding yards, commonly known as 9333 N. Harborgate Street, Portland, Oregon 97203, (hereinafter called "premises"), being situated in Multnomah County, Oregon.

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

3. RENT: Lessee covenants and agrees to pay Lessors, c/o Mark W. Hope, 2606 SE 58th Avenue, Portland, OR 97206, or to such other party or at such other place as Lessors may hereafter designate, monthly base rent as follows:

\$11,100.00 on the 1st day of February, 2014 and on the 1st day of each month thereafter until January 1, 2018;

\$12,100.00 on the 1st day of January, 2018 and on the 1st day of each month thereafter until February 1, 2019;

All rent checks shall be made payable to TDR Group, LLC. unless otherwise designated by Lessors. Any rental payments received by Lessors ten (10) or more days after the due date for payment shall be subject to a service charge of \$100.00.

4. OPTION TO EXTEND; In the event Lessee is not then in default under the terms of this lease after the initial term, Lessee shall have an option to extend the lease for an additional five (5) year term. Lessee shall give Lessors at least one hundred twenty (120) days advance written notice of its intent to exercise the renewal option prior to the expiration of the initial term of the lease. In such notice, Lessee shall state the amount of base rent Lessee proposes to pay for said premises for the renewal term, which said rent shall not be less than the base rent per month in effect at the end of the prior lease term. If Lessors refuse to accept the proposed rent by written notice to Lessee within thirty (30) days after receipt of same from Lessee, and the parties cannot otherwise agree thereon, then each of the parties shall select an arbitrator within twenty (20) days after Lessee's receipt of such notice of refusal to determine the base rent. If the two arbitrators cannot agree on the amount of monthly base rent to be paid during the extended tent of the lease, within ten (10) days following the latest appointment of such arbitrator, then the two arbitrators shall select a third arbitrator and the decision of any two of the three arbitrators, which decision shall be made within ten (10) days after the appointment of said third arbitrator and shall be final and binding upon both parties hereto. If the two arbitrators originally selected by the Lessor and Lessee are unable to agree upon a third arbitrator within said ten (10) days, then a request by

this lease, Lessors shall put them in good working order within thirty (30) days from the commencement of this lease. In the event Lessors fail to timely perform any of their obligations set forth in this section, Lessee shall be entitled, but shall not be obligated, to repair said items and offset Lessee's rent obligation to Lessors for all reasonable costs incurred in connection therewith.

9. SIGNS: All exterior signs or symbols placed by Lessee on the premises, or upon any exterior part of the buildings on the premises, shall be subject to Lessors' prior written approval. Lessors shall not unreasonably withhold such approval. Lessors may demand the removal of signs which are not so approved, and Lessee's failure to comply with said request within forty-eight (48) hours will constitute a breach of this paragraph and will entitle Lessors to terminate this Lease or, in lieu thereof, to cause the sign to be removed and the premises repaired at the sole expense of Lessee. At the termination of this Lease, Lessee will remove all signs placed by it upon the premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

10 ALTERATIONS: Lessee may make alterations, additions and improvements in said premises, at Lessee sole cost and expense, after obtaining Lessors' prior written approval. Lessors shall not unreasonably withhold such approval. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessors harmless from damage, loss or expense. Upon termination of this Lease and upon Lessors' written request, Lessee shall remove such improvements and restore the premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any improvements so requested to be removed and not so removed may be removed by Lessor within sixty (60) days following termination at Lessee's expense and Lessee shall pay for any damage caused by such removal. Any such improvements not requested by Lessors to be removed shall become the sole property of Lessors.

Lessors approve the following alterations, additions and improvements by Lessee:

- (1) Distribute electrical, as desired; throughout the industrial building; and
- (2) Additional lighting to the industrial building and yard area, as deemed necessary.

11. CONDEMNATION: In the event a substantial part of the premises is taken or damaged by the right of eminent domain, or purchased by the condeinnor in lieu thereof, so as to render the remaining premises either economically untenable, or, in the opinion of Lessee, inadequate for Lessee needs, then this Lease shall be canceled as of the time of taking at the option of either party. In the event of a partial taking which does not render the premises economically untenable, the rent shall be reduced in direct proportion to the leased property taken. Lessee shall have no claim to any portion of the compensation for the taking or damaging of the land or building. Nothing herein contained shall prevent the Lessee from his entitlement to

negotiate for his own moving costs and his leasehold improvements.

12. LIENS: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessors harmless against the same.

13. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this lease without the written consent of Lessors, which said consent shall not be unreasonably withheld. This lease shall not be assignable by operation of law.

14. ACCESS: Lessors shall have the right to enter the premises, after giving Lessee reasonable prior notice, for the purpose of inspection or of making repairs, additions or alterations to the premises, and to show the premises to prospective tenants for ninety (90) days prior to the expiration of the lease term. Notwithstanding the foregoing, Lessors shall not interfere with Lessee's use and quiet enjoyment of the premises as more fully provided in Section 31 of this Lease.

15. DAMAGE OR DESTRUCTION: In the event the premises are rendered untenable in whole or in part by fire, elements, or other casualty, Lessors may elect, at their option, not to restore or rebuild the premises and shall so notify Lessee, in which event Lessee shall vacate the premises and this Lease shall be terminated; or, in the alternative, Lessors shall notify Lessee, within thirty (30) days after the notice of such casualty, that Lessors will undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days from date of such notice of intent, and Lessee may elect, at its option, to terminate this lease upon giving Lessors written notice within fifteen (15) days after receipt of Lessors' notice. If Lessors are unable to restore or rebuild the premises within the said one hundred eighty (180) days, and Lessee did not earlier elect to terminate, then the lease may be terminated at Lessee's option by written ten (10) day notice to Lessors. During the period of untenability, rent shall abate in the same ratio as the portion of the premises rendered untenable bears to the whole of the premises.

16. ACCIDENTS AND LIABILITY: Lessors or their agents shall not be liable for, and Lessee agrees to defend and hold Lessors and their agents harmless from, any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessors' negligence.

Lessee agrees to maintain public liability insurance on the premises in the minimum limit of \$50,000 for property damage and in the minimum of \$1,000,000/\$2,000,000 for bodily injuries and death, and shall name Lessors as an additional insured. Lessee shall furnish Lessors a certificate indicating that the insurance policy is in full force and effect, Lessors have been named as an additional insured, and that the policy may not be canceled unless ten (10) days prior written notice of the proposed cancellation has been given to Lessors.

17. WAIVER OF SUBROGATION RIGHTS: Neither the Lessors nor the Lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss,

however caused, are hereby waived, Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessors or Lessee or by any of their respective agents, servants or employees. Neither Lessors or Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof.

18. **DEFAULT:** In the event Lessee shall be an arrears in the payment of rent payable hereunder for a period of ten (10) days after the same becomes due, or if Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for twenty (20) days or more after written notice of such failure or neglect shall be given to Lessee, or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, or if on the expiration of this lease Lessee fails to surrender possession of said leased premises, then and in either of said cases or events, Lessors or those having the Lessors estate in the premises, lawfully, at their option, immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of Lessors' former estate, and expel Lessee and those claiming by, through and under the Lessee and remove Lessee's effects at the Lessee's expense and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of contract.

19. **REMOVAL OF PROPERTY:** In the event Lessors lawfully reenter the premises as provided herein, Lessors shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Lessee.

20. **ATTORNEY FEES AND COURT COSTS:** In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to the prevailing party in such suit or action, and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on said appeal. Each party further agrees to pay and discharge all the other party's costs and expenses, including reasonable attorney's fees, that shall arise from the need to enforce any provision or covenant of this lease not complied with promptly upon ten (10) days' written notice of a failure to comply with such provision or covenant even though no suit or action is instituted.

21. **SUBORDINATION;** Lessee agrees that this lease shall be subordinate to any mortgages or deeds of trust, placed on the real property described in Exhibit "A", provided that in the event of foreclosure, if Lessee is not then in default and agrees to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the term of this lease and any extensions thereof.

22. **NO WAIVER OF COVENANTS:** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties and there shall be no modification of the covenants contained herein except by written instrument.

23. **SURRENDER OF PREMISES;** Lessee agrees, upon termination of this lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and

to deliver all keys to the premises to Lessors.

24. HOLDING OVER: If Lessee, with the implied or express consent of Lessors, shall hold over after the expiration of the term of this lease, Lessee shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.

25. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS; The covenants and agreements of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as herein above otherwise provided.

26. USE: Lessee shall use the premises for the purposes of a transfer station involving inside grading, grinding and cutting of tires, vehicle storage and offices, and for no other purposes, without written approval of Lessors. Lessors shall not unreasonably withhold such approval.

27. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to Lessors at do Mark W. Hope, 2606 SE 58th Avenue, Portland, OR 97206 or to Lessee at 9333 N. Harborgate Street, Portland, Oregon 97203 or at such other address as either party may designate to the other in writing from time-to-time.

28. PERFORMANCE BOND OR BANK DEPOSIT. In order to assure the removal and proper disposal of all tires brought upon the premises by Lessee during the term of this lease, Lessee shall maintain at all times a performance bond or bank deposit with the Oregon of \$50,000 or such greater amount as maybe required by said Department. A copy of such bond or deposit shall be delivered by Lessee to Lessors and Lessors shall be noted thereon as an interested party entitled to at least thirty (30) days notice before any change thereof.

29. USE AND QUIET ENJOYMENT: Lessors covenant and agree that on Lessee's payment of rent and other monetary sums due under this Lease, Lessors shall deliver quiet enjoyment of the premises to Lessee and that Lessee's quiet possession will not be disturbed by Lessors or those claiming under Lessors during the term of this Lease unless Lessee shall be in default thereunder; provided.

30. PREEXISTING CONDITIONS: In the event a law, ordinance, rule or regulation is enacted or enforced requiring the removal, modification, mediation or correction of a condition or improvement located at the premises and in existence prior to the execution of this Lease, Lessors shall comply with such law, ordinance, rule or regulation, at their sole cost and expense, and Lessors shall hold Lessee harmless from any liability therefor.

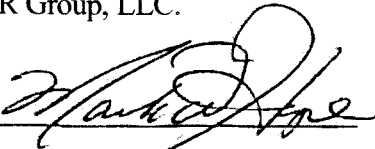
31. POST CONDITIONS: In the event a law, ordinance, rule or regulation is enacted or enforced requiring the removal, modification, mediation or correction of a condition or improvement located at the premises and caused by Lessee after the execution of this Lease, Lessee shall comply with such law, ordinance, rule or regulation, at Lessee's sole cost and expense, and Lessee shall hold Lessors harmless from any liability therefor.

32 TIME IS OF THE ESSENCE OF THIS LEASE.

TN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date first above written.

LESSORS:

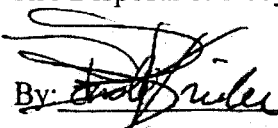
TDR Group, LLC.

By: 
Member

Date: 1/5/2014

LESSEE:

Tire Disposal & Recycling, Inc.

By: 
President Secretary/TREASURER

Date 1/5/2014