

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

www.oregonmetro.gov

Solid Waste License Application

Yard Debris Reload Facility



METRO

METRO SOLID WASTE FACILITY LICENSE APPLICATION PACKET

Issued:
August 2010

This packet contains an application for a Metro Solid Waste Facility License. You may also want to review a copy of the relevant sections of the Metro Code. 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 must 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

11:02

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

JUL 7 '14 PM 1:02

Date of Pre-Application Conference: _____

Solid Waste License Application Yard Debris Reload Facility

PART 1 - Standard License Application Information

Applicants applying to receive yard debris for reloading (other than composting) must provide the following information:

1. Applicant (Proposed Licensee)	
Facility Name:	
Company Name:	DEAN INNOVATIONS
Street Address:	6400 S.E. 101ST AVE.
Mailing Address:	SAME AS ABOVE
City/State/Zip:	PORTLAND, OR. 97266
Contact Person:	ROBERT BETTHAUER
Phone Number:	503.836.2807
Fax Number:	503.281.1890
E-mail Address:	rabetthauer@gmail.com

2. Proposed Licensee's Owner or Parent Company (provide information for all owners)	
Company Name:	NIGEL DEAN
Address:	6400 SE. 101ST AVE.
City/State/Zip:	PORTLAND, OR. 97266
Phone Number:	503.519.5918
Fax Number:	503.281.1890
E-mail Address:	NIGEL@DEANINNOVATIONS.COM

3. Site Operator (if different from Proposed Licensee)	
Company Name:	
Contact Person:	
Street Address:	
Mailing Address:	
City/State/Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

4. Site Description			
Tax Lot(s):	R 336673	Section:	Township:
			Range:

5. Land Use	
Present Land Use Zone:	M 1 H ?
Is proposed use permitted outright?	YES
<input checked="" type="checkbox"/> If yes, attach a copy of the Land Use Compatibility Statement. ATTACHED	
Is a conditional use permit (CUP) necessary for the facility?	
<input type="checkbox"/> If yes, attach a copy of the CUP.	
Are there any land use issues presently pending?	NO
If yes, explain:	
Are any DEQ permits required?	NO
<input type="checkbox"/> If yes, list them and attach copies with this application. (See also, Attachment D requirements.)	
Are any other local permits required? If yes, list them and attach copies:	

6. 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 you answer "NO", complete the rest of the information requested in this section and attach a copy of the Property Use Consent Form, signed by the owner(s) of the property.)
Name:	JAMESON PARTNERS LLC DBA FREEWAY LAND II
Mailing Address:	6400 SE 101st AVE. SUITE 1
City/State/Zip:	PORTLAND, OR. 97206
Phone Number:	503-777-8098

7. 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 type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Will the facility be open to solid waste collection companies that collect waste from outside the boundary of Metro?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Operating Hours and Traffic Volume:	PUBLIC	COMMERCIAL AFFILIATED	COMMERCIAL NON-AFFILIATED
Operating Hours	7:30-4:30 M-SAT.		
Estimated Vehicles Per Day	2-3		

8. 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
① YARD DEBRIS / ② TOPSOIL 3' SOIL	① 12.00 / ② 20.00
③ WOOD WASTE - CLEAN / ④ TREATED WOOD	③ 20.00 / ④ 30.00
⑤ RUBBLE - CONCRETE	⑤ 20.00 /
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
YARD DEBRIS	RE-LOAD	1000 yds.
SOD	RE-LOAD	100 yds.
WOOD WASTE	RE-LOAD	100 yds.

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 *
CLACKAMAS COMPOST	YARD DEBRIS	1000 yds.	USEFUL MAT.
"	SOD	100 yds.	USEFUL MAT.
"	WOOD WASTE	CLEAN 100 yds.	USEFUL MAT.
* For example: Disposal, Inert Fill, or Useful Material			
	WOOD WASTE-NOT CLEAN	50 yds.	DISPOSAL

PART 2 - Reload Process Management (License application form continued)

Applicants proposing to conduct yard debris reloading must provide the following information:

1. Reloading practices. (Attach additional pages as necessary)

<p>a) A detailed description of how the materials will be managed and the type of equipment that will be used (from delivery to reload and transport to a processing facility):</p>	<p>All incoming YARD DEBRIS & WOOD WASTE WILL BE DUMPED INTO CONCRETE BUNKERS. MATERIAL WILL THEN BE RE-LOADED INTO 30 OR 40 YARD DROP BOXES. DROP BOXES WILL BE PICKED UP ON AVERAGE OF 1 BOX PER WEEK & DELIVERED TO CLACKAMAS COMPOST. EXCAVATOR W/THUMB WILL BE ONSITE TO FACILITATE LOADING</p>
<p>b) Methods of measuring and keeping records of incoming loads of yard debris and other materials:</p>	<p>ALL LOADS ARE MEASURED WITH A TAPE MEASURE & CALCULATED TO CUBIC YARDS. ALL INCOMING RECYCLABLES ARE PROCESSED THRU QUICK BOOKS - RECORDING QUANTITY AND TYPE.</p>

2. Storm water management. A description of how storm water is managed at the facility, including:

<p>a) A description of how precipitation run-on is diverted around the yard debris storage area:</p>	<p>YARD DEBRIS STORAGE AREA IS NOT THE LOWEST POINT IN THE NORTH HALF OF THE YARD. RUN-ON WILL NATURALLY FLOW TO THE WEST & THEN NORTH OF DESIGNATED AREA TO A GREEN BUFFER ZONE.</p>
<p>b) A description of how run-off from the facility is controlled:</p>	<p>THE YARD IS DIVIDED IN HALF BY THE ACCESS RD. - RUNNING WEST TO EAST. RUNOFF ON THE NORTH SIDE MOVES TO THE NORTH TOWARDS A GREEN BUFFER ZONE. SOUTH OF ACCESS ROAD MOVES TOWARD RIPARIAN BUFFER. SEE ATTACHMENT 2.2 A & B</p>

3. Anticipated quantity of yard debris and other materials to be accepted monthly and annually.

BY WASTE TYPE:		Monthly Cubic Yards or Tons	Annually Cubic Yards or Tons
• Yard Debris:	Compost:	100 yds	1000 yds
	Hogged fuel:		
• Clean Wood Waste:	Compost:	10-20 yds.	100 yds
	Hogged fuel:		
• Painted or Treated Wood Waste:	Hogged fuel:	5 yds	40 yds.
• Other:			

4. Odor Minimization Plan. The applicant must provide an odor minimization plan that describes how odors will be minimized, managed and monitored at the facility. The plan must include:

- a) Methods for minimizing and controlling odors from loads received and any chipping or grinding activities at the facility (including rotting grass that is generating odors upon delivery).
- b) Procedures for receiving, recording, replying to, and remedying odor complaints or odor problems at the facility.
- c) Procedures for avoiding delay in processing and managing yard debris during severe weather conditions.

5. Operating Plan. The applicant is required to develop and maintain an operating plan for Metro review and approval prior to approval of the application. This section lists the procedures that must be included in the required facility operating plan, and submitted with the completed license application, subject to any additional elements as required in the license, if one is approved and issued. The operating plan shall describe:

- 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, and a description of how painted or treated wood waste will be kept separate from yard debris compost feedstocks.
 - Minimizing storage times, avoiding delay in processing and managing yard debris and landscape waste during all weather conditions.
 - Storing authorized solid wastes. Describe the maximum length time for retaining yard debris and grass clippings on-site.
- c) Procedures for managing prohibited wastes. 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 (i.e. food waste, putrescible waste).
- d) Procedures for emergencies. Describe procedures to be followed in case of fire or other emergency.
- e) Procedures for preventing and controlling nuisances, including noise, vectors, dust, and litter. Include a description of how you will encourage delivery of waste in covered loads.
- f) Procedures for fire prevention, protection, and control measures used at the facility.

6. Applicant qualifications and experience. Provide a description of the relevant experience and qualifications of the yard debris reload facility owner and operator. (Attach additional pages as needed.)

SEE ATTACHMENT # 6.

PART 3 - Standard Attachments (License application form continued)

Applicants that 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.

Submit the following attachments:

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 permits or 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: LAND USE COMPATIBILITY STATEMENT (LUCS)

- If required by Section 5 of Part 1 of this application. Form is available at www.oregonmetro.gov.

ATTACHMENT H: PROPERTY USE CONSENT FORM

- If required by Section 6 of 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 Robert A. Bettruser

TITLE Mgr.

PRINT NAME ROBERT A. BETTRUSER

DATE 7.7.2014 PHONE 503.836.2802

PR 14-174737 LUCS



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 METRO Land Use Compatibility Statement (LUCS)

WHAT IS A LUCS? A Land Use Compatibility Statement is the document that Metro relies on to determine that an application to Metro for a solid waste facility license or franchise is compatible with the applicant's local land use approval.

WHEN IS A LUCS REQUIRED? A completed LUCS should accompany each application for a new Metro solid waste facility license, or franchise and any application for a change of authorization to add new activities to an existing license or franchise.

HOW TO COMPLETE A LUCS: The applicant must fill out Section 1 of the form and then submit the form to the local city or county planning office where Section 2 is completed. The local planning office will determine if the facility meets local land use requirements concerning planning and zoning. The applicant then submits the LUCS to Metro as part of its license or franchise application.

WHERE TO GET HELP: Questions on the Metro LUCS can be directed to Metro Solid Waste Compliance and Cleanup Division staff responsible for processing the Metro license or franchise application at (503) 797-1835.

SECTION 1: To be completed by the applicant:

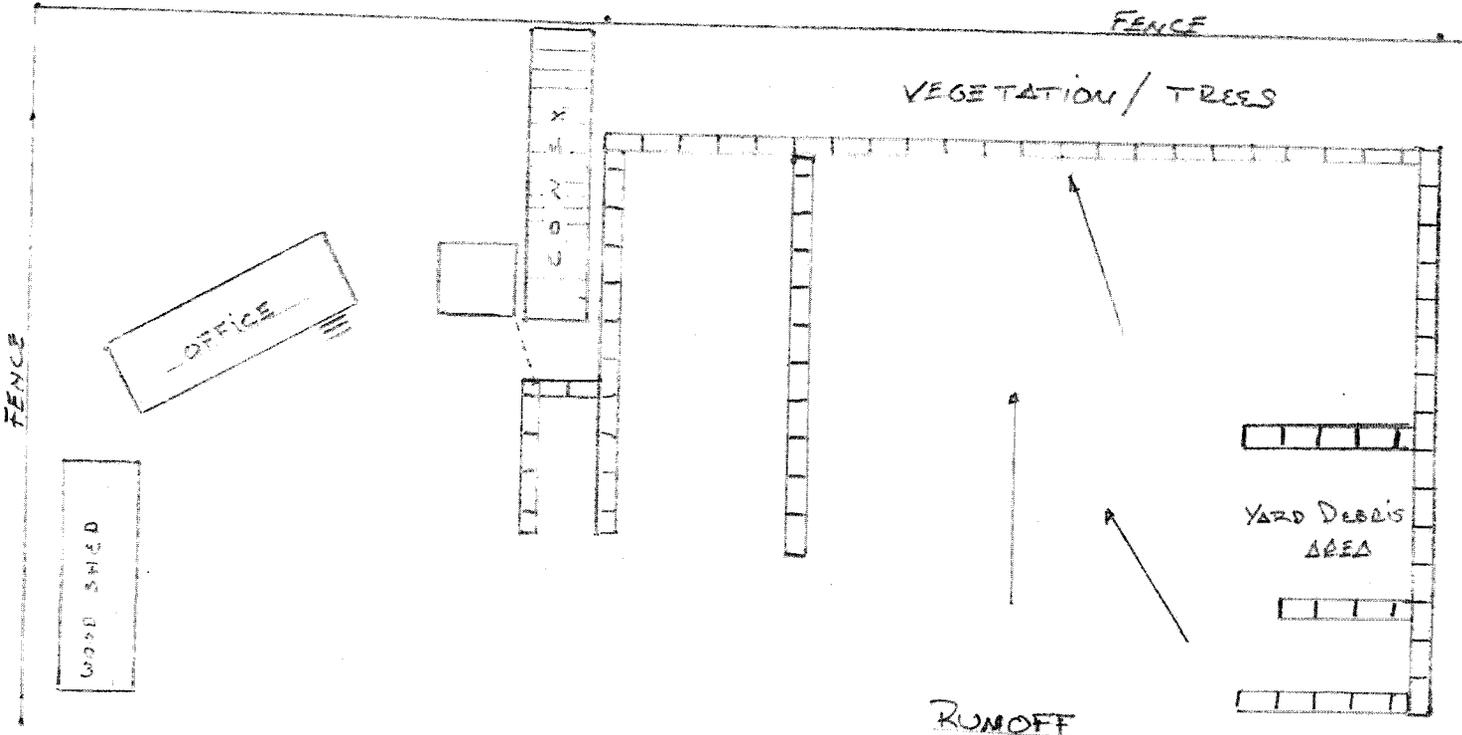
1. Applicant Information		
Facility Name:	Freeway Land Co.	
Company Name:	DEAN INNOVATIONS	
Location Address:	6400 S.E. 101 ST. AVE.	Mailing Address: SAME
	PORTLAND, OR. 97266	
Contact Person:	ROBERT BETTHAUSER →	
Phone Number:	Fax Number:	E-mail:
503.836.2802	503.281.1890	rabetthouser@gmail.com

SPRINGWATER TRAIL

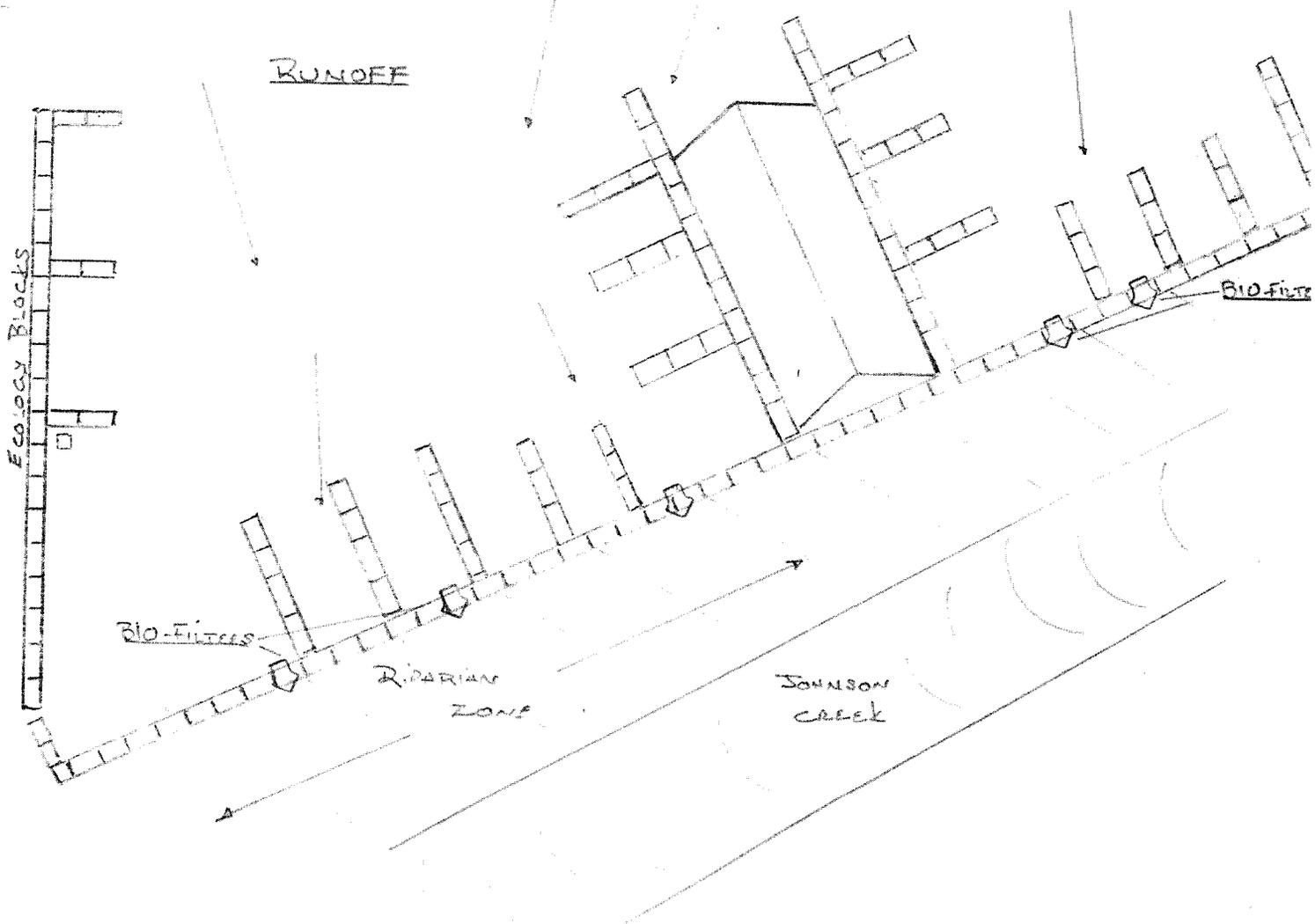
ATTACHMENT 2.2.2010

GREEN BUFFER ZONE

101ST AVE.



Access Road
High Point



ODOR MINIMIZATION PLAN

SECTION 4

- a) Any and all material received that emits odors including rotting grass will be dispersed amongst other coarse non odor emitting material to facilitate drying of rotting material. Dispersal of odor emitting material generally will temporarily halt the decomposition process and allow sufficient time for the reloading and removal of material. In the event that odors are still present offending material would be reloaded without delay to an approved processing facility. In the event that incoming material is of sufficient and large quantity and is extremely odiferous customer and load would be redirected to an appropriate and approved facility that could accommodate the immediate processing of said material.

- b) All complaints concerning odors whether received by phone, email or in person will be promptly recorded in the complaint log and response will be initiated by phone, email or in person within 1 business day and no more than 24 hours. Offending material will be removed within 48 hours of received complaint. Dean Innovations will be proactive to insure that material is properly managed to reduce or eliminate situations where odors could be created.

- c) In the event of severe weather conditions additional drop boxes would be ordered to reduce or eliminate all static yard debris from facility. In the event that boxes cannot be removed in a timely manner the drop boxes could be tarped to reduce effects of snow, wind and/or odor.

OPERATIONAL PLAN

SECTION 5

- a) All incoming loads will be visually inspected with tarps removed for prohibited materials and re-inspected during the unloading process. Any wood waste not designated as clean will be separated from the designated yard debris containment area and placed in a separate bunker to be reloaded and delivered to an approved facility for handling painted, laminated, glued, treated or otherwise non-clean wood waste. Creosoted timbers will not be accepted.

Inspection protocol will be as follows:

All incoming loads will be inspected by trained personnel. Customer will be informed through signage, verbally, website and by printed handout as to what is acceptable and what is prohibited. Any mixed loads of acceptable clean wood waste and non-clean wood waste will be charged at a higher rate to facilitate separation and cover company costs. Customers will be allowed to separate wood waste at the regular rate. Customers will be encouraged to tarp their loads through some form of discounted tipping fee.

On discovery of prohibited materials customer will be asked to remove all such materials from their load and will be required to take all prohibited materials with them for proper disposal. Information as to where to do so will be provided. Any customer who continues to bring prohibited materials for disposal after being properly informed will be asked not to return.

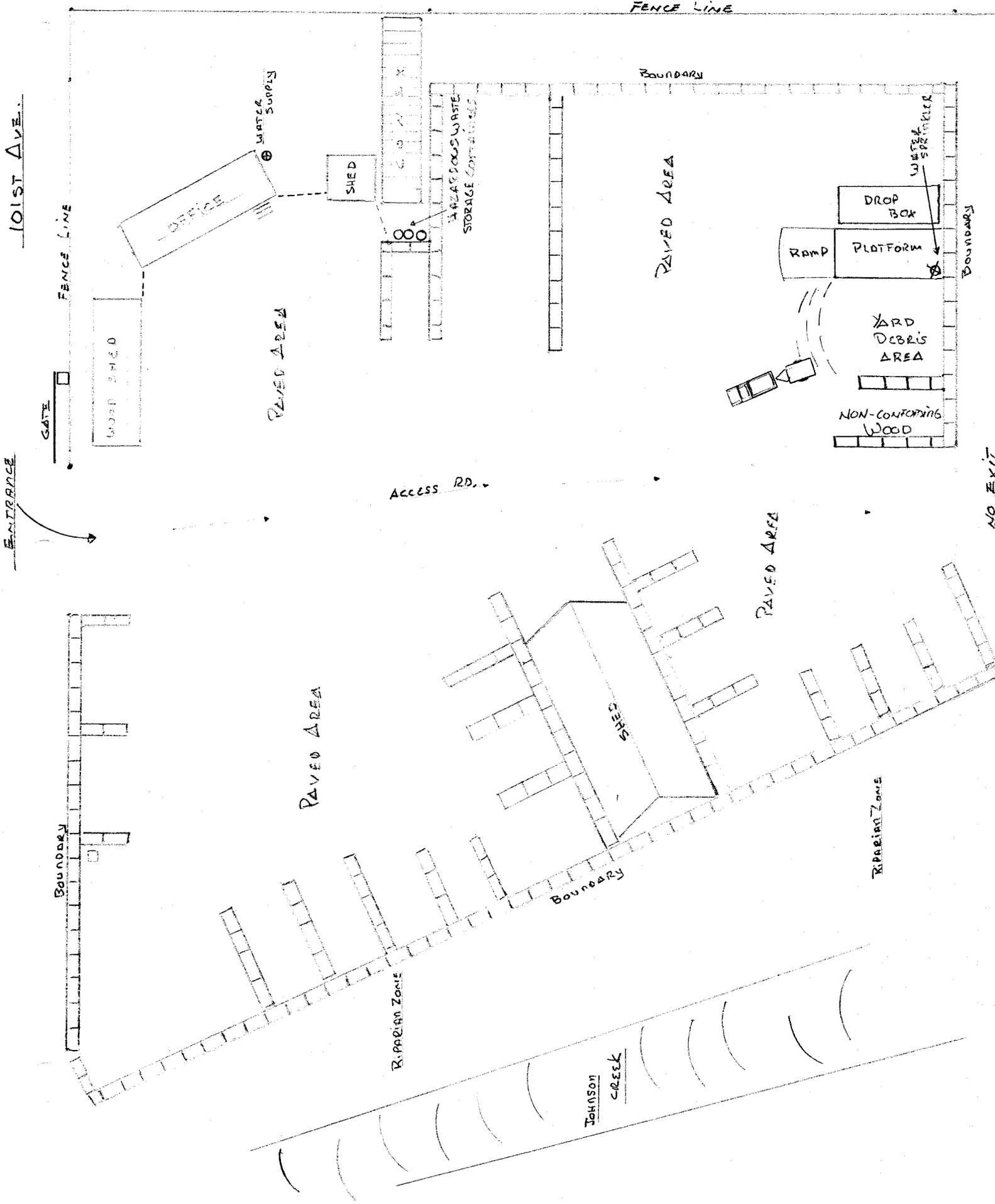
On discovery of prohibited materials left behind said materials will be properly contained in plastic waterproof and leak proof containers and removed to an approved facility for handling or disposal.

- b) All yard debris and clean wood waste will be contained in a separate bunker. Non-clean wood waste will be stored in a separate containment area and loaded into a drop box that will be onsite and available every day. All fine particle yard debris like grass clippings and leaves will be dispersed with coarse material like branches to eliminate heating and subsequent degradation of material to mitigate odors. Maximum time for any yard debris to remain onsite is 4-5 days before removal.

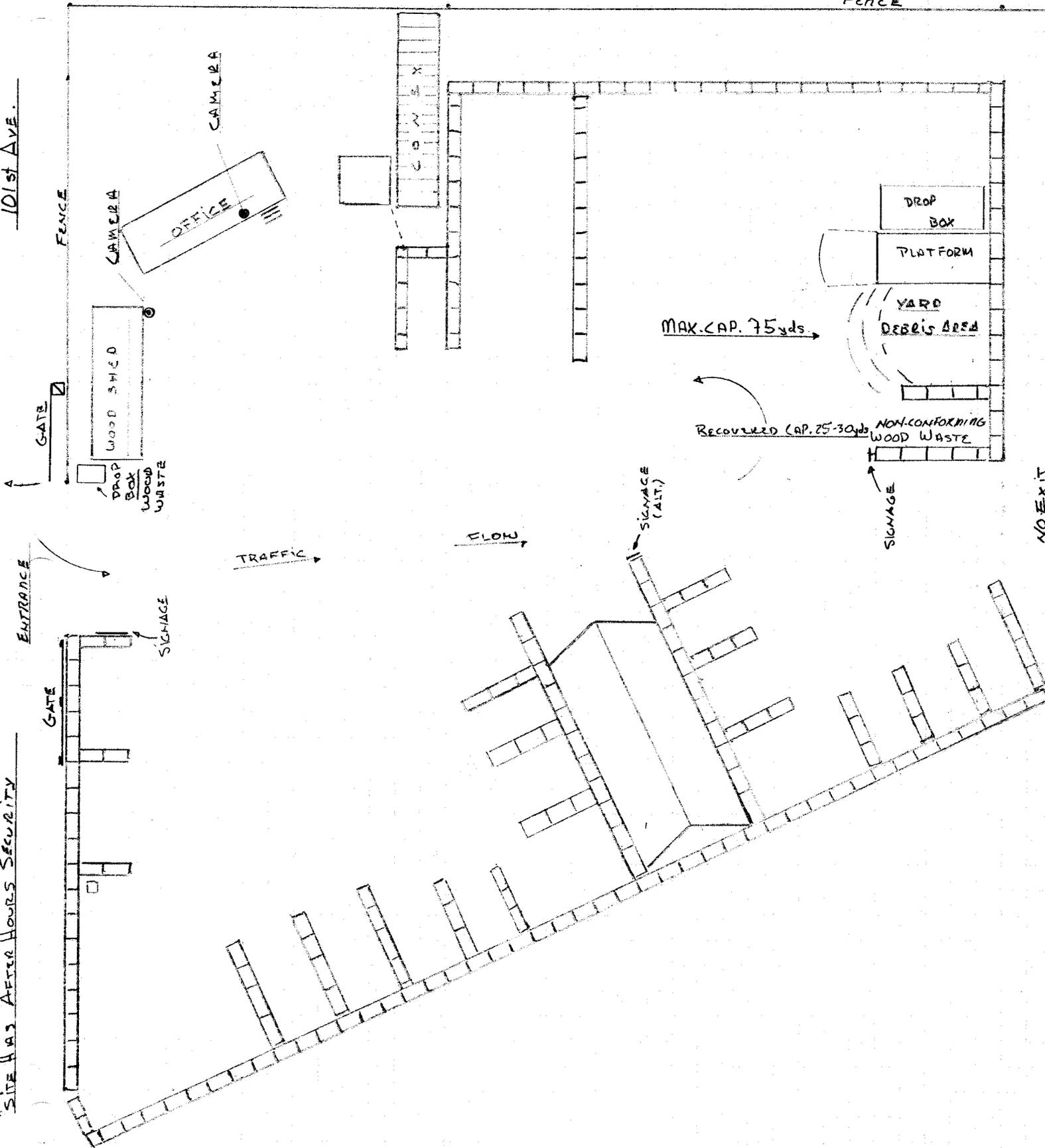
SPRINGWATER TRAIL

ATTACHMENT (A)

GREEN BUFFER ZONE



101st AVE.



* SITE HAS AFTER HOURS SECURITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

A. The organization is a partnership or a joint venture; or

B. That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

(2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

(1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."



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:	JAMISON PARTNER LLC DBA Freeway Land II
Mailing Address:	6400 SE 101 st AVE suite 1
City/State/Zip:	Portland, OR 97206
Phone Number:	503-777-4098

2. Site Description.			
Tax Lot(s):	Section:	Township:	Range:
Address: 6400 SE 101 st AVE. PORTLAND			97206

3. Describe the applicant's proposed use of this property.
TO ACCEPT YARD DEBRIS & CLEAN WOOD WASTE FOR RELOAD

4. Describe the property interest held by the prospective Licensee or Franchisee (Applicant).
DEAN INNOVATIONS CURRENTLY LEASES PROPERTY FOR RETAIL SALES OF BARKDUST & FIREWOOD.

5. Describe the duration of the interest.
UNTIL 2021

JAMESON PARTNERS LLC

dba

FREEWAY LAND II

PO Box 1067

Portland, OR 97296-0067

February 28, 2014

Mr. Nigel Dean
Dean Innovations, Inc.
6400 SE 101 Avenue, Box 4A
Portland, OR 97266

Re: 6th Amendment to Lease – 6400 SE 101st Ave., Portland, Oregon

Dear Mr. Dean,

Attached is Dean Innovations, Inc.'s fully executed signed 6th Amendment Lease copy.
Please call me if you have any questions 503-219-9370.

On behalf of Freeway Land II, I would like to thank you for your tenancy.

Sincerely,



Karrie Hanford
Property Manager
Freeway Land II
503-219-9370
503-274-7710 – fax
karrie@shakersquarellc.com

FREEWAY LAND II SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE ("Sixth Amendment") dated February 24, 2014 is made and entered into by and between JAMESON PARTNERS, LLC, an Oregon Limited Liability Company (hereinafter called "LANDLORD" or "LESSOR") d/b/a FREEWAY LAND II, and DEAN INNOVATIONS, INC. (hereinafter called "TENANT" or "LESSEE"), an Oregon Corporation whose principal place of business is 6400 SE 101ST Ave., Portland, OR 97266.

RECITALS

- A. On September 21, 2007, the Landlord and Tenant entered into a Lease Agreement (the "Original Lease") for a certain premises situated at 6400 SE 101st Avenue, in the city of Portland, County of Multnomah, State of Oregon, more particularly described as Yard Space [REDACTED]. Lessee has subsequently been relocated to Yard Site "A1" and the Western portion of Yard Site "A2" (approximately 16,750 square feet combined). Premises are depicted on the Site Plan attached hereto as "Exhibit A". The real property, including the land and all improvements thereon, is hereafter called "the Premises".
- B. On December 16, 2008, Landlord and Tenant entered into an agreement (First Amendment) to rent the same "Premises" on a Month to Month basis with an annual 3% rate increase.
- C. On February 11, 2009, Landlord and Tenant entered into an agreement (Second Amendment) that amended the Month to Month lease into a two (2) year term lease.
- D. On May 3, 2011, Landlord and Tenant entered into an agreement (Third Amendment) to extend the Lease term for an additional four (4) year term.
- E. On July 19, 2012, Landlord and Tenant entered into an agreement (Fourth Amendment) to amend the lease in regards to renting an additional 9,100 sq ft of space on the east end of Yard Area "K".
- F. On February 8, 2013, Landlord and Tenant entered into an agreement (Fifth Amendment) to modify the lease by renting an additional 3,600 sq ft of Yard Area "K", making the total 12,700 sq ft leased on the east end of Yard Area "K".
- G. Tenant now desire to enter into an agreement with Landlord to amend the terms of the lease with respect to rent, premises, security deposit and term. Yard Area "A-1 & A-2" lease will extend three (3) additional years. Tenant will occupy Yard Sites "L" for a thirty-five (35) month year term and amend the term of Yard Site "K" to a thirty-five (35) month term beginning April 1, 2014, with the option to release 3,600 sq. ft. of Yard Site K with 30 days written notice from tenant and coinciding with NV Transports, Inc.'s release of Yard Site K. Tenant will also, have an option to release Yard Sites "K" (9,100 sq. ft.) and "L" (20,400 sq. ft.) with 120 days written notice.

6. **Due at Amendment Execution.** Tenant shall pay to Landlord, upon the execution of the amendment, the sum of \$3,949 as rent for April 2014 plus the sum of \$1,869 as additional Security Deposit for a total of \$5,818 due at lease execution.
7. **Amounts Received In Advance as "Security Deposit".** If Tenant is in default, Landlord may use the Security Deposit, or any portion of it, to cure the default, or compensate Landlord for all damage sustained by it resulting from Tenant's default. Tenant shall, on demand, immediately pay to Landlord the sum necessary to replenish the Security Deposit to that initially deposited with Landlord. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of final inspection of the Premises by Landlord. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord may maintain the Security Deposit separate and apart from Landlord's general funds, or may commingle the Deposit with Landlord's general and other funds.
8. **Term.** This Sixth Amendment lease term shall commence on April 1, 2014 ending on February 28, 2019 for Yard Site "A-1 & A-2" and February 28, 2017 for Yard Sites "L" and "K". Yard Site "K" shall have an option to release 3,600 sq. ft. upon 30 days written notice as described in Section 2 (Premises). Per Option (b) Tenant may release the remaining 9,100 sq. ft. of Yard Site "K" and/or 20,400 sq. ft. of Yard Site "L" with 120 days written notice.
9. **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 Sixth Amendment on the date first set forth above.

LANDLORD:

JAMESON PARTNERS, LLC
d/b/a **FREEWAY LAND II**

By: _____

Title: _____

Date: _____

TENANT:

DEAN INNOVATIONS, INC.

By: _____

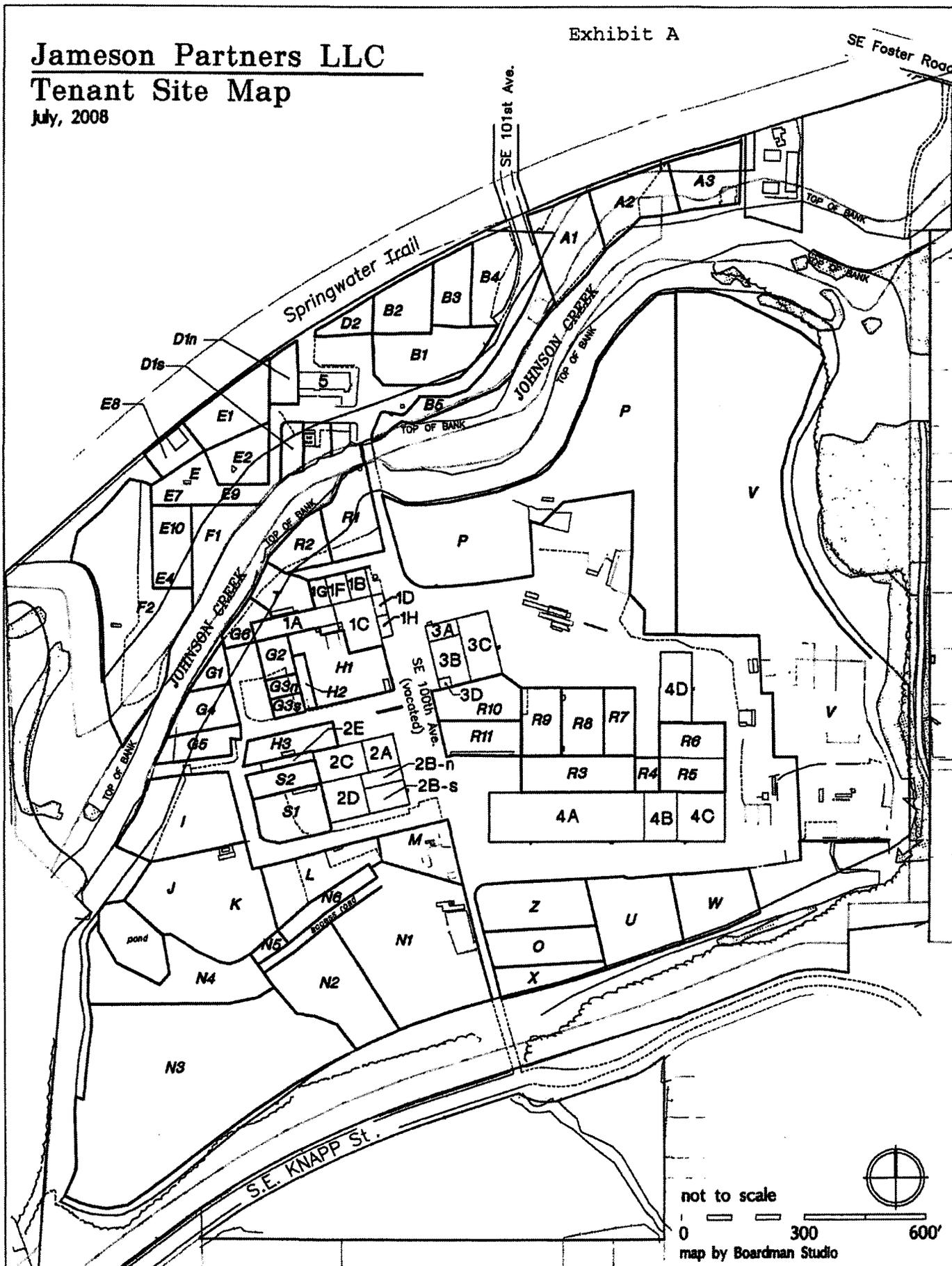
Title: _____

Date: _____

Jameson Partners LLC

Tenant Site Map

July, 2008



"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

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).