

**STAFF REPORT
PLANNING MANAGER DECISION**

DATE: May 19, 2021
FILE NO.: MISC-21-05
REQUEST: Temporary Use Permit for Fireworks Stand at 22000 Salamo Road
PLANNER: Betty Avila, Associate Planner

Planning Manager DSW

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GENERAL INFORMATION

APPLICANT: TNT Fireworks
P.O. Box 836
Clackamas, OR 97015

OWNER: Safeway, Inc.
250 Parkcenter Blvd.
Boise, ID 83706

SITE LOCATION: 22000 Salamo Road (Safeway Parking Lot)

SITE SIZE: 13,667 square feet

LEGAL DESCRIPTION: Clackamas County Assessor's Map 2S-1E-26D Taxlot 906

COMP PLAN DESIGNATION: Commercial

ZONING: General Commercial

APPROVAL CRITERIA: Community Development Code (CDC) Chapter 19: General Commercial;
Chapter 35: Temporary Uses

120-DAY RULE: The application became complete on May 18, 2021. The 120-day period therefore ends on August 25, 2021.

EXECUTIVE SUMMARY

The applicant requests a temporary use permit for a fireworks stand in the west portion of the Safeway parking lot at 22000 Salamo Rd. The applicant will utilize a 20 ft. by 40 ft. tent and operate the stand daily from 8:00am to 11:00pm. The requested permit is to operate the stand for 14 days (June 23 to July 6, 2021). Temporary uses for up to 120 days with extensions may be approved by the Planning Manager per 99.060.A.1(a). The site has been used for this temporary use for the past 24 years.

The placement of the temporary use meets the dimensional standards, setbacks, lot coverage and other provisions of the underlying General Commercial zone.

DECISION

The Planning Manager (designee) approves this application (MISC-21-05), based on: 1) the findings submitted by the applicant, which are incorporated by this reference, and 2) supplementary staff findings included in the Addendum below. With these findings, the applicable approval criteria are met.

The provisions of the Community Development Code Chapter 99 have been met.



Betty Avila, Associate Planner

May 19, 2021
Date

Appeals to this decision must be filed with the West Linn Planning Department within 14 days of mailing date. The cost to appeal this decision is \$400.

Mailed this 19th day of May 2021.

Therefore, the 14-day appeal period ends at 5 p.m., on June 2, 2021.

ADDENDUM
APPROVAL CRITERIA AND FINDINGS
MISC-21-05

This decision adopts the findings for approval contained within the applicant’s submittal, with the following exceptions and additions:

Chapter 19

GENERAL COMMERCIAL, GC

19.050 USES AND DEVELOPMENT PERMITTED UNDER PRESCRIBED CONDITIONS

The following uses are allowed in this zone under prescribed conditions:

5. *Temporary use, subject to the provisions of Chapter [35](#) CDC.*

Staff Finding 1: This applicant has applied for a temporary use permit under the provisions of CDC Chapter 35. Please see Staff Findings 3 to 9 for compliance with the prescribed conditions. The criteria is met.

19.070 DIMENSIONAL REQUIREMENTS, USES PERMITTED OUTRIGHT AND USES PERMITTED UNDER PRESCRIBED CONDITIONS

A. Except as may be otherwise provided by the provisions of this code, the following are the requirements for uses within this zone:

1. *The minimum front lot line length or the minimum lot width at the front lot line shall be 35 feet.*
2. *The average minimum lot width shall be 50 feet.*
3. *The average minimum lot depth shall not be less than 90 feet.*

(...)

5. *The maximum lot coverage shall be 50 percent, except as provided in CDC [58.090\(C\)\(1\)\(d\)](#).*
6. *The maximum building height shall be two and one-half stories or 35 feet for any structure located within 50 feet of a low or medium density residential zone, and three and one-half stories or 45 feet for any structure located 50 feet or more from a low or medium density residential zone.*
7. *For lot lines that abut an arterial, there shall be no minimum yard dimensions or minimum building setback area, and the maximum building setback shall be 20 feet. The front setback area between the street and the building line shall consist of landscaping or a combination of non-vehicular hardscape areas (covered with impervious surfaces) and landscaped areas. If there are not street trees within the public right-of-way, the front setback area shall include such trees per the requirements of the City Arborist.*

Staff Finding 2: The parent property, owned by Safeway, exceeds the required dimensional standards for its zoning designation, General Commercial. The maximum 50 percent lot coverage is not compromised by the 20’ X 40’ temporary tent. The landscaping transitions and setbacks along Salamo Road are met by the existing development setbacks and landscaping. The criteria is met.

35.030 TEMPORARY USE STANDARDS

A. *Temporary uses shall be approved if they meet the following standards:*

1. *Sites accommodating a temporary use shall be appropriate for the proposed use, as determined by the approval authority with consideration of the following:*

a. *The proposed site shall have adequate parking and circulation space consistent with Chapter [46](#) CDC, Off-Street Parking, Loading and Reservoir Areas; safe ingress and egress consistent with Chapter [48](#) CDC, Access, Egress and Circulation; and adequate line of sight and vision clearance per Chapter [42](#) CDC, Clear Vision Areas.*

Staff Finding 3: The parking lot and circulation area comprise 93,500 square feet and include 240 parking spaces. Staff finds this area is large enough for safe ingress/egress and vehicular circulation. There is sufficient parking for the temporary use. Staff finds that many of the temporary use customers will be shopping at other stores in this shopping center so a reduction in total parking demand by cross-patronage is expected per 46.080(A). The proposed location of the temporary use will not compromise the lines of sight or clear vision areas. The criteria is met.

a. *The proposed site shall have a paved or graveled surface sufficient to avoid dust generation and mud tracking from anticipated traffic or erosion control measures, consistent with Clackamas County Erosion Prevention and Sediment Control Planning and Design Manual, rev. 2008, and shall be used to keep any mud, sediment and dust on site.*

Staff Finding 4: The parking lot is paved. The criteria is met.

b. *The proposed use shall conform to all applicable requirements of Chapter [27](#) CDC, Flood Management Areas; Chapter [28](#) CDC, Willamette and Tualatin River Protection; Chapter [32](#) CDC, Water Resource Area Protection; and other City regulations.*

Staff Finding 5: The proposed use is not in a flood management area; not within the Willamette or Tualatin River Protection Area; nor within a Water Resource Area, environmental zone or hazard area; therefore, this criterion does not apply.

c. *The proposed temporary use shall not be materially detrimental to the public welfare, or injurious to the property or improvements in the immediate vicinity.*

Staff Finding 6: The State Fire Marshall and Tualatin Valley Fire & Rescue have approved the temporary use. On that basis, the use is not expected to be detrimental to public welfare or injurious to the property. The tent canopy is made of flame-resistant fabric or material approved by the State Fire Marshall for such use. The criteria is met.

2. *The approval authority may require that structures and trailers allowed as temporary uses for more than 60 days be screened from the view of occupants of any abutting residential*

and commercial structures, consistent with Chapter [44](#) CDC, unless the applicant demonstrates that such screening is not needed.

Staff Finding 7: The temporary use is housed within a tent and will not be up for more than 60 days. There is no need for screening of this use. The criteria is met.

3. Drop boxes, trailers, or structures that serve a similar function are allowed, consistent with subsection A of this section, for registered nonprofit, religious or benevolent groups, orders or associations, when they are proposed to be located in General Commercial, Office Business Center, Campus Industrial, General Industrial, or Neighborhood Commercial districts. Drop boxes and structures serving a similar function, not including trailers, shall not exceed seven feet in height or have a footprint of more than 25 square feet on a single site. Their color shall be limited to earth tones.

Staff Finding 8: The applicant does not propose any drop boxes. The criteria does not apply.

4. The property owner has authorized the proposed temporary use in writing.

Staff Finding 9: The applicant has provided a letter of authorization from the property owner allowing for the temporary retail sale of fireworks during the proposed dates of sales. The criteria is met.

PD-1 COMPLETENESS LETTER



CITY OF
West Linn

May 18, 2021

Shanee Laron
TNT Fireworks
P.O. Box 836
Clackamas, OR 97015

SUBJECT: Temporary Use Permit for Fireworks Stand at 22000 Salamo Road (MISC-21-05)

Dear Shanee:

Your application submitted on April 27, 2021 has been deemed **complete**. The city has 120 days to exhaust all local review; that period ends August 25, 2021.

Please be aware that determination of a complete application does not guarantee a recommendation of approval from staff for your proposal as submitted – it signals that staff believes you have provided the necessary information for the Planning Manager to render a decision on your proposal.

Please contact me at 503-742-6067, or by email at bavila@westlinnoregon.gov if you have any questions or comments.

Sincerely,

Betty Avila
Associate Planner

PD-2 APPLICANT SUBMITTAL



CITY OF
West Linn

May 18, 2021

Shanee Laron
TNT Fireworks
P.O. Box 836
Clackamas, OR 97015

SUBJECT: Temporary Use Permit for Fireworks Stand at 22000 Salamo Road (MISC-21-05)

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Please contact me at 503-742-6067, or by email at bavila@westlinnoregon.gov if you have any questions or comments.

Sincerely,

Betty Avila
Associate Planner

City of West Linn
Planning and Building
22500 Salamo Rd., #1000
West Linn, OR 97068

Temporary Use Standards:

1. a. The tent will be placed along the side of the Safeway parking lot where it is out of the main flow of traffic and away from driveways. It will not be blocking the line of sight for any traffic to make turns in and out of the parking lot. The flow of traffic should not be disrupted at all.
1. b. The parking lot that the tent will be on is a paved surface lot.
1. c. The existing parking lot has a drainage system.
1. d. The temporary tent will be held down with water barrels, so no wind can move it. There will be a perimeter around the tent to keep vehicles at least 15 feet away. No damage will be done to the parking lot or the surrounding areas.

City of West Linn
Planning and Building
22500 Salamo Rd., #1000
West Linn, OR 97068

Proposed Use and Information Sheet:

Temporary Sales site:

Safeway #1713
22000 Salamo Rd
West Linn, OR 97068
(See attached diagram)

Type of Sales and Product:

Retail Sales of 1.4 g fireworks.

Type of Structure:

20' x 40' Framed Tent

Hours of operations:

Approximately 8:00 am – 11:00 pm daily
June 23rd through July 6th.

Contact Persons Information:

Vanessa Mora
24 HR Phone: 503-428-4901

SITE DIAGRAM

Location Name Safeway #1713

Location ORE2092

Site Address 22000 Salamo Rd

Ordinance Tualatin Valley Fire & Rescue

City, State, Zip West Linn, OR 97068

Structure Type & Size Tent 20' x 40'

Cross Streets _____ and _____

Structure Faces _____

Show all setback from structures, gas, fire lanes, public and private roads, property lines, trees and landmarks



Notes

See tent layout for exit

No parking within 20' of tent

Sales Rep: Ron Attaway



Dear Fire Authority,

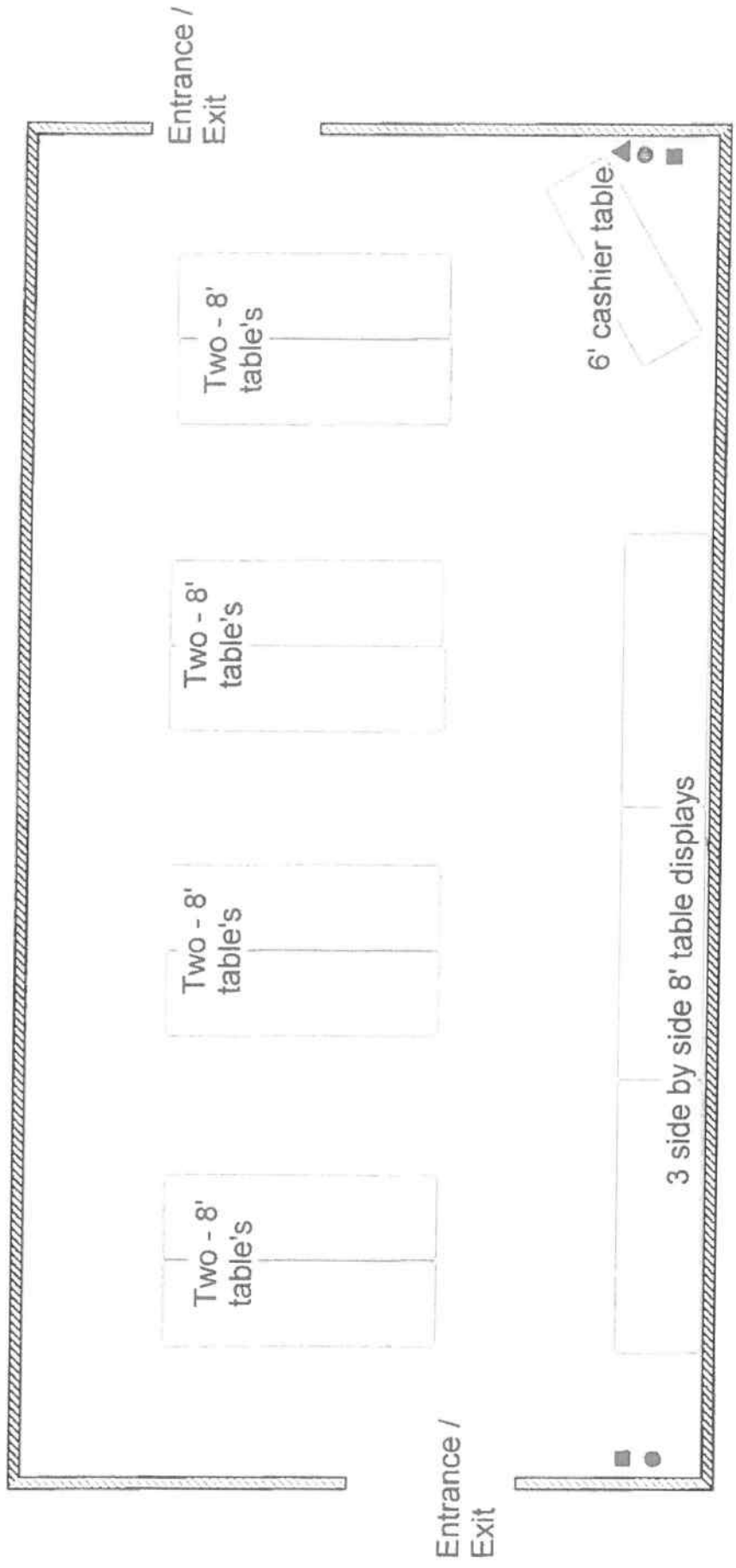
The following is information regarding the Tent operation for your review:

1. Tent size = 20' X 40' framed tent
2. Entrance/Exits = Each tent will have two entrance/exit.
3. Fire extinguishers = Minimum of 2 ea, 2A: 10BC, 2 ea, type 2A water and 1 ea, 40BC
4. Aisles = Aisle ways of at least 4' will be maintained.
5. Signs = Exit and No Smoking signs will be posted above every exit.
6. Product = Will be displayed on 8' tables and free standing pallet displays.
7. Security = 24 hour security will be provided at each site.

Enclosed is a diagram of the tent layout along with a copy of the certificate of flame resistant and the certificate of insurance.

Please contact us if you have any questions or request for further information.

Enclosure



20' X 40' Fireworks Sales Tent

- 2A:10B:C FIRE EXT.
- 2A-WATER-FIRE EXT.
- ▲ 40B:C FIRE EXT.
(For Generator)



Certificate of Flame Resistance

Date manufactured
08/07/15

REGISTERED FABRIC NUMBER

140.01

ISSUED BY
SNYDER MANUFACTURING, INC
3001 PROGRESS STREET
DOVER, OHIO 44622

This is to certify that the materials described below are flame-retardant and inherently nonflammable.

FOR KEY EVENTS ADDRESS 18179 S.W. BOONES FERRY ROAD
CITY PORTLAND STATE OR 97224

The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

The Flame Retardant Process Used WILL NOT Be Removed By Washing

* FABRIC MEETS THE REQUIREMENTS OF THE SPECIFICATIONS LISTED BELOW INDICATED BY

- NFPA-701-2010 (Large Scale)
- CAN/ULC-S109-2003
- MIL-C-43006
- CPAI-84
- FMVSS-302
- A-A-55308

SNYDER MANUFACTURING INC. By Michael G. Lutz Title Supervisor, Quality Control

STYLE PRV 1610R BLACKOUT WHITE 61" HI GLOSS

CONTROL NO. 15183 CUSTOMER ORDER NO. KEN
 SNYDER S-ORDER NO. 241623 DATE PROCESSED 08/07/15
 YARDS OR QUANTITY 300 DATE CERTIFIED 09/25/15

8.2-10-36F



Certificate of Flame Resistance

Date manufactured
07/08/15

REGISTERED FABRIC NUMBER

140.01

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- CPAI-84
- FMVSS-302
- A-A-55308

SNYDER MANUFACTURING INC. By Michael G. Lutz Title Supervisor, Quality Control

STYLE PRV 1610R BLACKOUT WHITE 61" HI GLOSS

CONTROL NO. 15062 CUSTOMER ORDER NO. 13032
 SNYDER S-ORDER NO. 240950 DATE PROCESSED 07/08/15
 YARDS OR QUANTITY 305 DATE CERTIFIED 07/30/15

8.2-10-36F



Certificate of Flame Resistance

Date manufactured
06/23/15 08/13/15

REGISTERED FABRIC NUMBER
140.01

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3001 PROGRESS STREET
DOVER OH 44622

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CITY STATE

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- NFPA-701-2010 (Large Scale) MIL-C-13008
- CAN/ULC-S109-2003 FMVSS-302
- A-A-55308

SNYDER MANUFACTURING INC By Michael D. [Signature] Title Supervisor, Quality Control
 STYLE FRV 15029, 15181 61" HI GLOSS
 CONTROL NO. 261327 CUSTOMER ORDER NO. 06/23/15, 08/13/15
 SNYDER S-ORDER NO. 450 DATE PROCESSED 09/04/15
 YARDS OR QUANTITY _____ DATE CERTIFIED _____

8.2-10-38F



Certificate of Flame Resistance

Date manufactured
06/12/15

REGISTERED FABRIC NUMBER
140.01

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3001 PROGRESS STREET
DOVER, OH 44622

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- NFPA-701-2010 (Large Scale) MIL-C-13008
- CAN/ULC-S109-2003 FMVSS-302
- A-A-55308

SNYDER MANUFACTURING INC By Michael D. [Signature] Title Supervisor, Quality Control
 STYLE FRV 13100 WHITE 61" HI GLOSS
 CONTROL NO. 14980 CUSTOMER ORDER NO. VBL
 SNYDER S-ORDER NO. 242301 DATE PROCESSED 06/12/15
 YARDS OR QUANTITY 450 DATE CERTIFIED 11/20/15

8.2-10-38F



Certificate of Flame Resistance

Date manufactured

08/15/14

REGISTERED FABRIC NUMBER

140.01

ISSUED BY

SNYDER MANUFACTURING, INC
3001 PROGRESS STREET
DOVER, OHIO 44622

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- MIL-C-43006
- FMVSS-302
- CAN/ULC-S109-2003
- CPAI-84
- A-A-55308

SNYDER MANUFACTURING INC. By Michael S. G. [Signature] Title Supervisor, Quality Control

STYLE PRV 1610R BLACKOUT WHITE 61" HI GLOSS

CONTROL NO. 13975 CUSTOMER ORDER NO. 12827

SNYDER S-ORDER NO. 237149 DATE PROCESSED 08/15/14

YARDS OR QUANTITY 451 DATE CERTIFIED 09/10/14

4.10-4-38P-R2-2003



Certificate of Flame Resistance

Date manufactured

12/03/14

REGISTERED FABRIC NUMBER

140.01

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DOVER, OHIO 44822

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- NFPA-701-2010 (Large Scale) MIL-C-43006 FMVSS-302
- CAN/ULC-S109-2003 CPAI 84 A-A-55308

SNYDER MANUFACTURING INC. By Michael G. Felt Title Supervisor, Quality Control

STYLE PRV 13104 WHITE 61" HT GLOSS

CONTROL NO. 14302 CUSTOMER ORDER NO. KEN

SNYDER S-ORDER NO 238268 DATE PROCESSED 12/03/14

YARDS OR QUANTITY 525 DATE CERTIFIED 12/12/14



Certificate of Flame Resistance

REGISTERED FABRIC NUMBER

140.01

ISSUED BY

SNYDER MANUFACTURING, INC.
3001 PROGRESS STREET
DOVER, OHIO 44822

Date manufactured

04/17/15

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- FMVSS-302
- CAN/ULC-S109-2003
- CPAI-84
- A-A-55308

Michael G. Smith

SNYDER MANUFACTURING INC. By _____ Title Supervisor, Quality Control

STYLE PRV 13100 WHITE 61" HI GLOSS

CONTROL NO. 14738 CUSTOMER ORDER NO. KEM

SNYDER S ORDER NO. 239623 DATE PROCESSED 04/17/15

YARDS OR QUANTITY 300 DATE CERTIFIED 04/20/15



Certificate of Flame Resistance

REGISTERED FABRIC NUMBER

140.01

ISSUED BY
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3001 PROGRESS STREET
COVER, OHIO 44822

Date manufactured

04/08/15

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CITY PORTLAND STATE OR ZIP 97224

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SNYDER MANUFACTURING INC. By Michael J. [Signature] Title Supervisor, Quality Control

STYLE PRV 1610R BLACKOUT WHITE 61" HI GLOSS

CONTROL NO. 14724 CUSTOMER ORDER NO. KEN

SNYDER S-ORDER NO. 239623 DATE PROCESSED 04/08/15

YARDS OR QUANTITY 302 DATE CERTIFIED 04/20/15

8.2-10-38F

LICENSE AGREEMENT CAS- Firework Stand

THIS LICENSE AGREEMENT ("Agreement"), made this 3rd day of March, 2021, by and between **ROIC OREGON, LLC**, a Delaware limited liability company, having its principal place of business at **11250 El Camino Real, Suite 200, San Diego, California 92130**, (hereinafter referred to as "Licensor") and **American Promotional Events, Inc- Northwest dba TNT Fireworks**, having an address of **2120 Milwaukee Way, Tacoma, WA 98421**, (hereinafter referred to as "Licensee").

WITNESSETH, that in consideration of the mutual covenants and promises and for other valuable consideration as set forth herein, Licensor hereby grants to Licensee a license to use the designated area (the "Premises") located in the **Cascade Summit Shopping Center, 22000 Salamo Rd, West Linn, Oregon**, (the "Shopping Center") as shown on the site plan attached hereto as Exhibit "A" and incorporated herein, upon the following terms and conditions:

1. **TERM.** The term of this Agreement shall commence on **June 18, 2021**, ("Commencement Date") and continue until **noon July 8, 2021** (the "Termination Date"). Licensee shall open for business on such Commencement Date and continuously, actively and diligently operate its business therein; provided, however that Licensee shall be allowed to use the first five (5) days of the Term for the set-up of the stand and the last five (5) days for tear-down and clean up. No hold-over shall be permitted past the Termination Date and if Licensee holds-over Licensee shall pay a penalty of \$500 dollars a day, plus the cost incurred by Licensor for the removal and disposal of all equipment and fixtures belonging to Licensee and any applicable attorney fees in pursuit of collection.
2. **LICENSE FEE.** Licensee covenants and agrees to pay to Licensor as a fee for said license (hereinafter "License Fee") for the Premises, a fee of ~~625.00 Dollars and 60,000 Dollars (\$60,000)~~ payable in advance upon execution of this Agreement.
3. **CONDITION OF PREMISES.** Licensee shall not make any improvements or alterations to the Premises and any signs or decorations placed upon the Premises by Licensee shall be subject to Licensor's prior written approval and in conformance with the applicable zoning ordinances. Licensee accepts the Premises "AS IS" and shall take no action to modify, alter or change any part of the common area, including redirection of traffic or obstruction of drive lanes. Asphalt penetrations to secure equipment and signage is strictly prohibited. No work of any nature will be undertaken by Licensee without the expressed approval by Licensor.
4. **USE.** The Premises shall be used by Licensee solely for the operation of a **fireworks sales stand and related merchandise for offsite consumption**. Licensee covenants and agrees to perform all business on the Premises in a dignified manner and to maintain the Premises in a clean and orderly condition. Licensee's days and hours of operation shall be 9:00 a.m. through 9:00 p.m., Monday through Sunday. Occupation of the premises is restricted within the permitted use boundaries outlined in Exhibit A. **In the event the use of the Premises is adversely affected, prohibited, or restricted in any way prior to the Commencement Date, Licensee may terminate this License Agreement and receive a full refund of the License Fee.**
5. **UTILITY SERVICE.** Licensee shall obtain through the applicable local utility companies service required for the use and enjoyment of the Premises and Licensee shall pay all utility bills timely and pay for any tap-in fees and deposits for such utility services. Licensor shall not be liable to Licensee for any interruption in utility service. Licensor makes no representation as to the adequacy or the existence of any utilities.
6. **GOVERNMENTAL APPROVALS/COMPLIANT WITH THE LAW.** Licensee, at its cost shall obtain any and all permits, licenses and approvals required for operation of the Premises. Licensor makes no representation that licensee's proposed use shall be or is a permissible use under any code or ordinance. Licensee shall comply with all federal, state, regional, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances governing the use and occupancy of the Premises. **In the event Licensee is unable to obtain any approved, License, or permit required for the use of the Premises prior to the Commencement Date, Licensee may terminate this License Agreement and receive a full refund of the License Fee.**

7. TERMINATION. Licensor may terminate this Agreement at any time for any reason for non-compliance with this Agreement. If licensor exercises this option to terminate, Licensee shall leave the Premises in good condition, broom clean and free of all debris and property.
8. RIGHT TO ENTER PREMISES. INTENTIONALLY DELETED.
9. DEFAULT. This Agreement is made on condition that Licensee shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed. The following shall be deemed to be an event of default of this Agreement:
 - a. Any part of the License Fee required to be paid by Licensee under this Agreement shall at any time be unpaid for three (3) days after written notice of rent is due; or
 - b. Licensee fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Agreement, and said failure shall continue for a period of five (5) days after written notice thereof from Licensor to Licensee (unless the failure cannot reasonably be cured within five (5) days and Licensee shall have commenced to cure the failure within the Five (5) days and continues diligently to pursue the curing of the same);

If an Event of Default occurs, then the Licensor may treat the occurrence as a breach of the Agreement and, in addition to any and all other rights and remedies of Licensor in this Agreement or by law or in equity provided, it shall be, at the option of Licensor, without further notice or demand to Licensee or any other person, the right of Licensor to:

- a. Declare the term ended and to enter the Premises and take possession thereof and remove all persons therefrom, and Licensee shall have no further claim thereon or thereunder;
 - b. Bring suit for the collection of the License Fee as it accrues pursuant to the terms of the Agreement and damages without entering into possession of the Premises or canceling this Agreement;
10. REPAIRS/DISCHARGING OF LIENS. Licensee shall repair promptly at its own expense, any damage to the Premises caused by Licensee's use, misuse or occupancy of the Premises or caused by the actual or alleged negligence of its agents, invitees or licensees, and shall surrender the Premises on the Termination Date in as good condition as when received, excepting depreciation caused by ordinary wear and tear, and damage by fire or accident not required to be insured by Licensee hereunder, or act of God. Licensee's obligations under this Section shall include, but not be limited to, modifying, repairing and maintaining items as are required by a governmental agency having jurisdiction thereof, all of Licensee's signs, locks and all closing devices and all window sashes, casements or frames and doors and door frames; provided that Licensor shall make no adjustment, alteration or repair of any part of any sprinkler or sprinkler alarm system servicing the Premises without Licensor's approval.

Nothing contained in this Agreement shall be construed as a consent on the part of Licensor to subject the estate of the Licensor to liability under the Construction Lien Law of the state in which the Premises are located, it being expressly understood that the Licensor's estate shall not be subject to such liability, Licensee shall strictly comply with the Construction Lien Law of the state in which the Shopping Center is located, including, but not limited to, giving written notice to all persons performing services or furnishing materials on its behalf of the terms and conditions of this Section 10.

In the event that a Mechanic's Claim of lien is filed against the Shopping Center in connection with any work performed by or on behalf of the Licensee (except work for which Licensor is responsible), the Licensee shall satisfy such claim or shall transfer same to security with Licensor, within ten (10) days from the date of filing. In the event that Licensee fails to satisfy or transfer such claim within said ten (10) day period, Licensor may do so and thereafter charge the licensee, as additional rent, all costs incurred by the Licensor in connection with satisfaction or transfer of such claim, including attorney's fees. Further, the Licensee agrees to indemnify, defend and save the Licensor

harmless from and against any damage or loss incurred by the Licensor as a result of any such Mechanic's Claim of Lien. If so requested by the licensor, the Licensee shall execute a short form or memorandum of this Agreement, which may, in the Licensor's discretion be recorded in the public records for the purpose of protecting the Licensor's estate from Mechanics' claims of Lien. Licensor has the right to record the memorandum without execution by Licensee in the event Licensee fails to execute the memorandum within seven (7) days of request.

11. USE OF COMMON AREAS. In addition to the Premises, Licensee shall have the right of non-exclusive use in common with others, of automobile parking areas, driveways, footways and such other facilities as may be designated by Licensor, subject to reasonable rules and regulations for the use thereof as attached and made a part of this Agreement as Exhibit "B".
12. INDEMNIFICATION OF LICENSOR. To the extent not prohibited by law, Licensee agrees to and hereby does indemnify, protect, defend (by counsel reasonably acceptable to Licensor) and hold Licensor (and Licensor's property manager, if any) and each of Licensor's trustees, policyholders, officers, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, lawsuits, and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees), arising directly or indirectly from or out of, or in any way connected with loss of life, bodily injury and/or damage to property or the environment arising from or out of the occupancy or use by Licensee of the Premises or any part thereof or any other part of the Shopping Center, occasioned wholly or in part by any act or omission of Licensee, its officers, agents, contractors, subcontractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation involving the use, handling, generation, treatment, storage, disposal, other management or release of any Hazardous Substance in, from or to the Premises, whether or not Licensee may have acted negligently with respect to such Hazardous Substance. Licensee shall not permit any Hazardous Substances within the Premises. Licensee's obligations pursuant to this section shall survive any termination of this Agreement with respect to any act, omission or occurrence which took place prior to such termination.
13. LICENSOR NOT RESPONSIBLE FOR ACTS OF OTHERS. Licensor shall not be responsible or liable to Licensee or to those claiming by, through or under Licensee, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the premises adjacent to or connecting with the Premises or any other part of the Shopping Center, or otherwise, or for any loss or damage resulting to Licensee, or those claiming by, through or under Licensee, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. To the maximum extent permitted by law, Licensee agrees to use and occupy the Premises, and to use Shopping Center as Licensee is herein given the right to use, at Licensee's own risk.
14. LICENSEE'S INSURANCE. Licensee shall carry (at its sole expense during the Term) (i) fire and extended coverage insurance insuring Licensee's improvements (if any) to the Premises and any and all furniture, equipment, supplies, contents and other property owned, leased, held or possessed by Licensee and contained therein, such insurance coverage to be equal to the full replacement value of such improvements and property, as such may increase from time to time; (ii) worker's compensation insurance required by the State of California; and (iii) commercial general liability coverage on an occurrence basis for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Premises, or other portions of the property, including contractual liability and such other coverages and endorsements as are reasonably required by Licensor, such policy to have a combined single limit of not less than Ten Million and No/100 Dollars (\$10,000,000.00) for any bodily injury or property damage occurring as a result of or in connection with the above. Licensor, Licensor's property manager, and their respective partners, officers, shareholders, employees and agents shall be named additional insureds on the policies required hereunder and such policies shall provide that the coverage thereunder is primary to, and not contributing with, any policy carried by any such additional insured. Licensee shall have included in all policies of insurance respectively obtained by it a waiver by the insurer of all right of subrogation against the Licensor in connection with any loss or damage thereby insured against, and Licensor shall have included in all property insurance policies a waiver by the insurer of all right of subrogation against the Licensee in connection with any loss or damage thereby insured against. To the full extent permitted by law, Licensor as to its property insurance policies and Licensee as to all its policies, each waives all right of recovery against the other for, and agrees

to release the other from liability for, loss or damage to the extent such loss or damage results from a cause covered by valid and collectible insurance in effect at the time of such loss or damage; provided however, that the foregoing release by each party is conditioned upon the other party's carrying insurance with the above described waiver of subrogation to the extent required above, and if such coverage is not obtained or maintained by either party, then the other party's foregoing release shall be deemed to be rescinded until such waiver is either obtained or reinstated. All said insurance policies shall be carried with companies licensed to do business in the State of California reasonably satisfactory to Licensor having a Best's Rating of A XII or better and shall be noncancellable and nonamendable except after thirty (30) days' written notice to Licensor. **Duly executed certificates of such insurance shall be delivered to licensor prior to the Commencement Date, as a condition precedent to Licensee's occupancy or use of the Premises.**

15. ASSIGNMENT/SUBLETTING. Licensee may not assign this License in whole or in part, nor sublet all or any part of the Premises, nor license concessions nor license departments therein, without the written consent of Licensor first obtained. **Notwithstanding the foregoing, Licensor hereby consents to the assignment of this License Agreement by operation of law to American Promotional Events, Inc.-West, a California corporation, upon the effectuation of a statutory merger.**
16. NOTICES. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed given if forwarded either by certified mail, return receipt requested, or by overnight courier service. In the event transmittal is made by certified mail, notice shall be deemed given three (3) business days after such notice was deposited with the U.S. postal service. In the event transmittal is made by overnight courier service, notice shall be deemed given the following business day after such notice was deposited with the overnight courier service. For the purposes set forth herein, notices shall be addressed as follows:

LICENSOR: ROIC Oregon, LLC
c/o Retail Opportunity Investments Corp.
15600 NE 8th ST, Suite K-15
Bellevue, WA 98008

With a copy to: ROIC Oregon, LLC
c/o Retail Opportunity Investments Corp.
11250 El Camino Real, Suite 200
San Diego, CA 92130

LICENSEE: American Promotional Events, Inc – Northwest
Attn; Ken Spence
2120 Milwaukee Way
Tacoma, WA 98421

The designated place of notice set forth herein may be changed from time to time by the parties hereto by written notice of such change.

17. EXTENT OF LICENSOR LIABILITY. Any agreement, obligation or liability made, entered into or incurred by or on behalf of Licensor binds only the Licensor to the extent of its equity interest in the shopping center of which the Premises is a part and no policyholder, trustee, officer or agent of the Licensor assumes or shall be held to any liability therefor.
18. RULES AND REGULATIONS. Licensee shall abide by all rules and regulations as may be promulgated from time to time by Licensor, as further set forth in Exhibit "B" attached hereto and made a part hereof. Licensee shall, at its own expense, erect and maintain (with a contractor approved by Licensor) its signage, subject to the Shopping Center sign criteria.
19. CHANGES IN WRITING. This Agreement is the entire agreement between Licensee and Licensor and it may not be

modified or amended unless in writing executed by both of them.

20. ADDITIONAL COVENANTS OF LICENSEE. Licensee shall:
- a. Use reasonable efforts to limit noise from emanating from the Premises;
 - b. Utilize only fully trained and competent employees;
 - c. Not introduce any "Hazardous Substances" onto the Premises as such substances are defined by any applicable law or governmental agency or unit; and
 - d. Release, remise and discharge Licensor from any liens, claims, suits, demands, obligations or liabilities for any damage to or loss of any personal property brought onto the Premises by Licensee.
21. TIME OF THE ESSENCE. It is understood and agreed between the parties hereto that time is of the essence of all of the terms, covenants and conditions of this Agreement.
22. SEVERABILITY. If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
23. GOVERNING LAW. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of California (except the conflicts of laws provisions thereof).
24. CONFIDENTIALITY. Licensee warrants and agrees that it will not disclose any term, provision or condition of this Agreement to any other person, except as set forth herein. Licensee agrees to take responsible and appropriate steps and otherwise use its best efforts to ensure that its officers, agents and employees do not disclose the terms, conditions or provisions of this Agreement to any person. Licensee will use its best efforts to limit the disclosure of the conditions, provisions and terms of this Agreement to those employees within their respective organization who have a reasonable need to be aware of such terms. Licensee agrees that confidentiality is a material consideration in Licensor entering into this Agreement and the parties understand and agree that in the event of disclosure that Licensor will incur injury and damages to such an extent that such damage will not be capable of a precise computation. Therefore, Licensee agrees that upon breach by Licensee, Licensor may seek equitable relief, and Licensee must pay all costs incurred, including attorney's fees at trial and appellate levels **in the event Licensor prevails**. This agreement shall not be breached should either party be compelled by subpoena or other court order to disclose the terms, conditions or provisions of this agreement; in such event, however, the affected party shall give prompt notice to the other party of such subpoena or other possible requirement of disclosure in order to provide the other party an opportunity to seek an appropriate protective order from the court or other tribunal having jurisdiction in the premises to limit the public disclosure further as to the contents of this Agreement
25. LICENSOR'S SELF HELP. If Licensee at any time fails to perform any of its obligations under this Agreement in a manner reasonably satisfactory to Licensor, Licensor shall have the right, but not the obligation, upon giving Licensee at least ten (10) days' prior written notice of its election to do so (in the event of an emergency, no prior notice shall be required), to perform such obligations on behalf of and for the account of Licensee and to take all such action necessary to perform such obligations without liability to Licensee for any loss or damage which may result to Licensee's stock or business. In such event, Licensor's costs and expenses incurred therein shall be paid for by Licensee as additional rental hereunder, forthwith upon demand therefor, with interest thereon from the date Licensor performs such obligation at the lesser of twelve percent (12%) per annum or the maximum lawful rate of interest permitted by applicable law. The performance by Licensor of any such obligation shall not constitute a release or waiver of Licensee therefrom.
26. NO WAIVER. Failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any option or enforce any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option.

IN WITNESS WHEREOF, Licensor and licensee have caused this Agreement to be signed and sealed as of the day and year first written above.

LICENSEE: American Promotional Events, Inc - Northwest
Dbn TNT Fireworks

By: 
Name: Kenneth A. Spence
Its: Director of Leasing


Witness for Licensee

LICENSOR:

ROIC Oregon, LLC - Cascade Summit Shopping Center

By: RETAIL OPPORTUNITY INVESTMENTS PARTNERSHIP, LP,
its sole managing member and sole member

By: RETAIL OPPORTUNITY INVESTMENTS GP, LLC,
its general partner

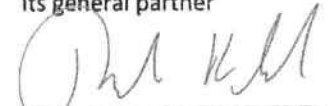
By: 
Name: Richard K. Schoebel
Title: Chief Operating Officer

Exhibit "A"

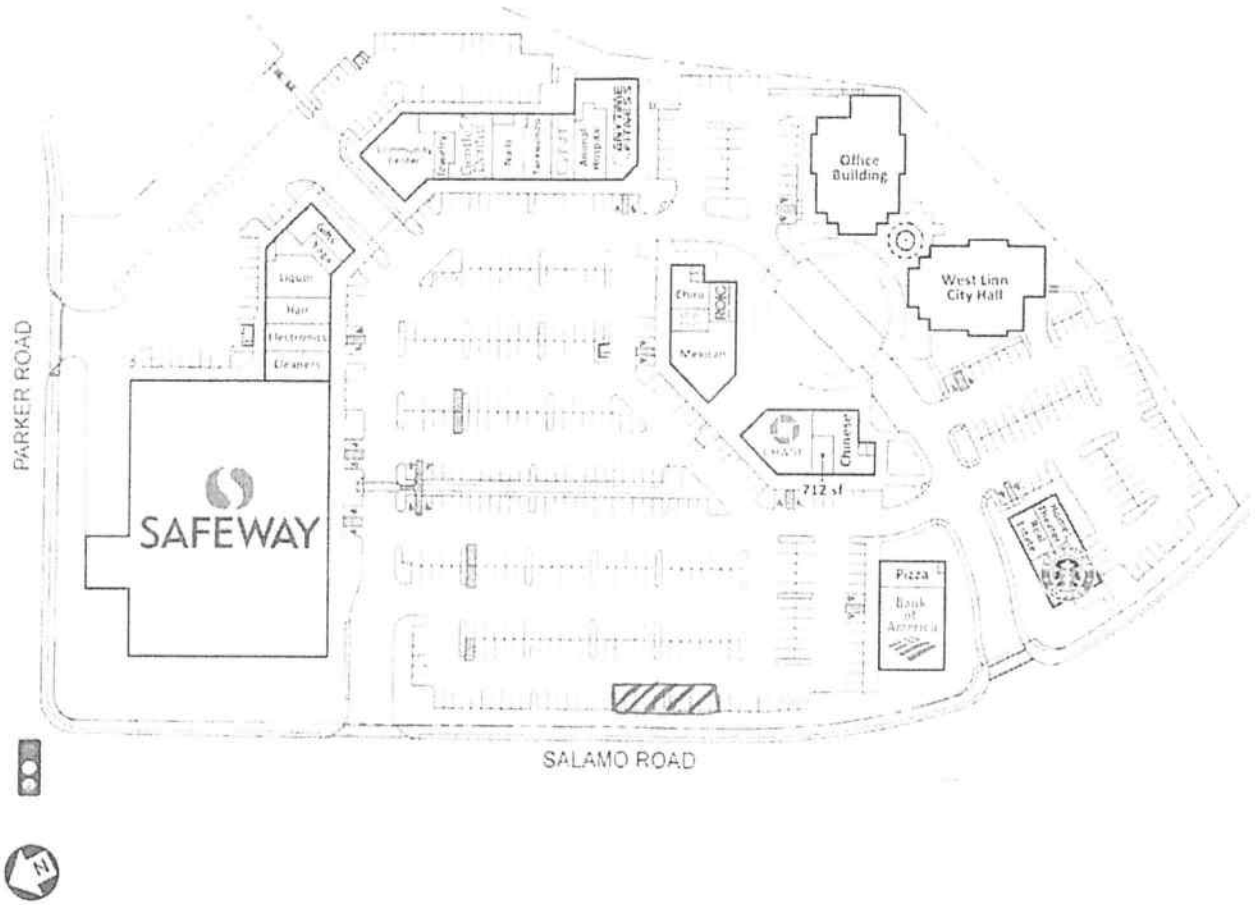


EXHIBIT "B"

SHOPPING CENTER RULES AND REGULATIONS

1. REFUSE.

(a) All trash, rubbish, waste material and other garbage shall be kept within the designated rubbish receptacles provided by Landlord. The cost of rubbish removal shall be included in the assessment of Tenant's monthly common are maintenance charges.

(b) Tenant shall not burn any garbage in or about the Premises or anywhere within the Center.

(c) If Tenant's garbage is of a deteriorating nature, creating offensive odors, Tenant shall utilize and maintain at its cost and expense refrigerated facilities as required by Landlord.

(d) In the event Landlord considers necessary or otherwise consents in writing to, the placing of Tenant's garbage outside the Premises, such garbage shall be placed by tenant in containers approved by Landlord but provided at Tenant's expense and kept at a location designated by Landlord.

(e) Landlord shall provide one (1) trash enclosure (8' by 10') for each ten thousand (10,000) square feet of floor area.

2. OVERLOADING, SUSPENSION. Tenant shall not overload any floor of the Premises in excess of one hundred (100) pounds per square foot.

3. ELECTRICAL EQUIPMENT.

(a) Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures, electrical equipment and wiring therefore.

(b) If Tenant requires any electrical equipment which might overload the electrical facilities in the Premises, tenant shall submit to landlord plans and specification for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain Landlord's written approval to perform such works, which shall meet all the applicable regulation or requirement of any governmental or other competent authority, the Association of Insurance Underwriters and Landlord's insurers, all at the sole cost and expense of Tenant.

4. PLUMBING. No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant or by any person for whom tenant is responsible shall be borne by tenant. No garbage disposal shall be installed by tenant without the prior written approval of Landlord. In compliance with municipal requirements, washrooms shall be available for use by customers.

5. HVAC OPERATION.

(a) Tenant shall operate or permit to be operated its own heating, ventilating or air-conditioning equipment, if any, in such manner that there will be no direct to indirect appropriation of heating or cooling from other portions of the Center (except to the extent that such appropriation may be unavoidable).

(b) Tenant shall not leave open any doors or windows to the exterior of the Center which would adversely affect the performance of any heating, ventilating or air conditioning equipment in the Center.

6. SIGNS, ADVERTISING, DISPLAY WINDOW.

(a) Tenant shall not erect or install any exterior signs without the prior written consent of Landlord.

(b) Tenant shall not use any advertising media that Landlord shall deem objectionable to it or to other tenants, such as, without limiting the generality of the foregoing, loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts within the Center in a manner capable of being heard or seen outside the Premises.

(c) Tenant shall not install any exterior lighting, exterior decorations or build any aerial or mast, or make any change to the storefront of the Premises, without the prior written consent of Landlord.

(d) Tenant shall indemnify, defend and save harmless Landlord from all claims, demands, loss or damage to any person or property arising out of any sign, mast, aerial or other installation, notwithstanding any consent by Landlord thereto.

(e) Tenant shall keep all display windows neatly dressed and, together with any other windows, storefronts and lighted signs in, upon or affixed to the Premises, illuminated until 10:00 o'clock in the evening each day except Sunday, or to such other times as required by Landlord.

(f) Any installation requiring Landlord's consent which has not received such consent shall be subject to immediate removal without notice at Tenant's cost.

7. NO SOLICITATION. Tenant, or Tenant's employees and agents, shall not solicit business in the parking areas or other common areas and shall not distribute any handbills or other advertising matter therein.

8. PARKING. Landlord may designate a portion of the parking areas for use by Tenant and employees and in the event Tenant and/or its employees park their vehicles in other portions of the parking areas, Landlord may charge Tenant fifteen dollars (\$15.00) per vehicle for each day or portion thereof that such violation occurs or may arrange to have such vehicles towed away at the cost of Tenant and/or its employees.

9. NUISANCE. No use shall be made of the Center or any portion or portions thereof that would (i) violate any law, ordinance or regulation, (ii) constitute a nuisance, (iii) constitute a hazardous use, or (iv) violate, suspend, or void any policy or policies of insurance.

10. ADJOINING AREAS. The outside areas immediately adjoining the Premises of Tenant shall be kept clean and free from dirt and rubbish by Tenant to the reasonable satisfaction of Landlord.

11. PROHIBITED USES. No use or operation shall be made, conducted or permitted on any part of the Center that is objectionable to the operation of the Shopping Center. Included among the objectionable uses or operations are the following: (i) any noise, litter, dust, dirt, odor or other activity that may constitute a public or private nuisance; (ii) any car washing establishment; and (iii) any automobile body repair work."

12. DELIVERY.

(a) Tenant shall receive, ship, take delivery of, and allow and require suppliers and others to deliver or to take delivery of, merchandise, supplies, fixtures, equipment, furnishings and materials designated by Landlord, at such time as Landlord may reasonable specify and in accordance with the reasonable directives and further rules and regulations of Landlord.

(b) Tenant shall inform suppliers of such times and rules and regulations respecting delivery so as to accommodate the ease of delivery to and from the Center.

(c) Tenant shall remove all such merchandise and other delivered items from the loading area or

other common area immediately upon such delivery or shall pay such costs as may be determined by Landlord for any hourly, daily or weekly temporarily storage permitted by Landlord.

13. **PESTS.** Should the Premises become infested with rodents, vermin or the like, Tenant shall forthwith remedy the same and shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require as being necessary by reasons of the conditions of the Premises.

14. **NOTICE OF ACCIDENT, DEFECTS.** Tenant shall give immediate notice to Landlord in case of fire or accident in the Premises or of defects therein or to any fixtures or equipment thereon.

15. **EMERGENCY CONTACTS.** Tenant shall provide Landlord with the names, addresses, and telephone number of two (2) authorized employees of Tenant who may be contacted by Landlord in the event of an emergency relative to the Premises.

16. **ENTRY AFTER HOURS.** Tenant and its employees, servants, agents and contractors may enter the Premises when the Center is closed to the public but only by way of such entrances as Landlord may designate from time to time and subject to such means as Landlord may require to control the presence of persons within the Center when so closed.

17. **PERMITS, LICENSES.** Tenant alone, and at its sole cost and expense, shall be responsible for obtaining, from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licenses, or approvals as may be necessary for the operation of its business.

18. **TENANT'S WORK.** Any work to be performed in the Premises by Tenant or its contractors shall be first approved and then made strictly in accordance with the rules and regulation of Landlord from time to time in respect of work by Tenant within the Center.

19. **DAMAGES TO PARKING LOT.** Tenant will not, at any time or in any way, damage the parking lot area. There will be no stakes, poles, driven into the asphalt of the parking field. All tents must be secured in a way so that there is no damage to the asphalt or parking field. Should there be stakes or poles driving into the parking field, the fee for damages will be \$500.00 (Five Hundred Dollars) , which does not include the repair of such damage.

20. **FURTHER RULES AND REGULATIONS.** For the general benefit and welfare of the Center and Tenants therein, Landlord may amend these rules and regulations, by alteration or addition, and such amended rules and regulations shall be binding on Tenant.

Oregon Office of State Fire Marshal

REGULATORY SERVICES DIVISION FIREWORKS PROGRAM RETAIL SALES FIREWORKS APPLICATION



RECOMMENDED SUBMITTAL DATE: APRIL 15

21-40

Phone Number: (503) 934-8272 or (503) 934-8274
Email: SFM.LP@osp.oregon.gov **Fax Number:** (503) 373-1825

IMPORTANT: For more information on completing this form and for laws and rules regarding fireworks in Oregon visit our website at <https://www.oregon.gov/osp/programs/sfm/Pages/Fireworks.aspx>

The applicant and individual responsible for sales are responsible for reading, understanding and following all laws and rules regarding fireworks in Oregon. The retail permit shall be issued prior to any activities allowed by this permit. All sections must be completed. Incomplete applications will be returned unprocessed.

Checks, Money Orders and Cashier's Checks must be made payable to:

Oregon State Police – Office Of State Fire Marshal

Mail fee & application(s) to:

**Office of State Fire Marshal
Regulatory Services Division Fireworks Program
PO Box 4395 Unit 09
Portland, OR 97208-4395**

OSFM USE ONLY Fee \$100 0230 Approved Date

Permit No: RS-

PERMIT HOLDER INFORMATION

COMPANY, ORGANIZATION, OR PERSON TO WHOM PERMIT IS TO BE ISSUED

Name **GEORGEANNE FIREWORKS**

Full Mailing Address **6827 QUARRY AVE NE, SILVERTON, OR 97381**
(Street, City, State, Zip)

Work/Cell Phone No. **503-428-2380** Fax No. Email Address

INDIVIDUAL REPRESENTING COMPANY OR ORGANIZATION LISTED ABOVE

Name **GEORGEANNE KUENZI**

Full Mailing Address **6827 QUARRY AVE NE, SILVERTON, OR 97381**
(Street, City, State, Zip)

Phone No. **503-428-2380** Email Address

INDIVIDUAL RESPONSIBLE FOR SALES (SHALL BE RESPONSIBLE FOR ONLY ONE LOCATION)

Name **VANESSA MORA**

Full Mailing Address **6827 QUARRY AVE NE, SILVERTON, OR 97381**
(Street, City, State, Zip)

24-HOUR NUMBER **503-428-4901** Age **31** Email Address

STORAGE INFORMATION

NO STORAGE

Address (es) Where fireworks will be stored (Street, City, State, Zip)

Phone Number Storage location type (CHECK ONE) U-Detached Explain: M S-1

Approximate dates the fireworks will be at the storage area(s) Beginning Date Ending Date

Location of fireworks to open flames, exposed heating elements, and direct sources of ignition.

Indicate which of the following apply: None: Distance in Feet Type of Ignition Source

Describe fire extinguishing equipment available at storage area(s)

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION (ONLY if storing)

Printed Name of Fire Authority	Signature of Fire Authority	NOT REQUIRED- SIGN 2ND PAGE FOR SALES LOCATION	
Title of Fire Authority	Mailing Address		
Name of Fire Department	Phone No.	Fax No.	
Date Signed by Fire Authority	Email Address		

Identification provided to local fire official at time of application for outside sales (tents/stands) only Yes No

RETAIL SALES LOCATION INFORMATION

ORE2092

Numbered street address of sales (STREET, CITY, STATE, ZIP)

County

Check One

22000 Salamo Rd, West Linn, OR 97068

CLACKAMAS

Inside Sales Outside Sales

Tent Stand Dimensions 20' X 40' FEET

WHOLESALE INFORMATION

Wholesaler from whom applicant intends to purchase allowed fireworks

- 1. AMERICAN PROMOTIONAL EVENTS - #044
- 2.
- 3.

- 4.
- 5.
- 6.

INDIVIDUAL COMPLETING APPLICATION INFORMATION

NAME OF INDIVIDUAL COMPLETING APPLICATION

Printed RON ATTAWAY

Phone No. 503-653-9655

Signature

Fax No. 503-654-0619

Address

PO BOX 836, CLACKAMAS, OR 97015

Email Address

(Street, City, State, Zip)

NOTE: By signing this application I verify the information is true to the best of my knowledge.

Age 51

FIRE AUTHORITY SIGNATURE FOR SALES LOCATION

Fire Department TUALATIN VALLEY FIRE AND RESCUE

Mailing Address 11945 SW 70TH AVE., TIGARD, OR 97223

Printed Name of Fire Authority

John Wolff

Signature

Title of Fire Authority

DFM II

Phone No.

Fax No.

Date Fire Authority Signed

3/22/21

503.259.1504

Email Address

John.Wolff@tvfr.com

Identification provided to local fire official at time of application for outside sales (tents/stands) only Yes No

MAP INFORMATION

REQUIRED INFORMATION

INSIDE SALES DIAGRAM

- Location of fireworks display inside the structure
- Location of all exits and distance (in feet) from fireworks to all exits
- Location of highly combustible materials, open flames, heating elements, or direct ignition sources within a 20 foot radius of fireworks display

REQUIRED INFORMATION

OUTSIDE SALES DIAGRAM

- Location of outside sales stand or tent and location of all exits
- Show the distance from tent or stand to the following:
 - Streets/sidewalks - minimum 15 feet
 - Buildings/ combustible structures - minimum 10 feet
 - Dispensers of flammable liquids - minimum 50 feet

ATTACH A SEPARATE SHEET OF PAPER WITH A DETAILED MAP OF THE SALES AREA