

Initial Application Date: 06/09/2021

Application # \_\_\_\_\_

DRB # \_\_\_\_\_ CU # \_\_\_\_\_

**COMMERCIAL**

**COUNTY OF HARNETT LAND USE APPLICATION**

Central Permitting (Physical) 108 E. Front Street, Lillington, NC 27546 (Mailing) PO Box 65 Lillington NC 27546 Phone: (910) 893-7525 opt # 2 Fax: (910) 893-2793 www.harnett.org/permits

**LANDOWNER:** VP Sprout Springs / Venture Properties Mailing Address: PO Box 843

City: Wilkesboro State: NC Zip: 28697 Contact # 336.667.8000 Email: aaron@vpdevelopment.com

**APPLICANT\*:** TNT Fireworks Mailing Address: PO BOX 97

City: Hope Mills State: NC Zip: 28348 Contact # 919-215-2107 Email: blackmonb@tntfireworks.com

\*Please fill out applicant information if different than landowner

**CONTACT NAME APPLYING IN OFFICE:** \_\_\_\_\_ Phone # 919-215-2107

**PROPERTY LOCATION:** Subdivision: Empty lot in front of Food Lion Lot #: \_\_\_\_\_ Lot Size: \_\_\_\_\_

State Road # 1665 State Road Name: Buffalo Lake road Map Book&Page: GIS / GIS

Parcel: \_\_\_\_\_ PIN: 9586-77-4522

Zoning: RA 20R Flood Zone: No Watershed: No Deed Book&Page: Lease / Power Company\*: \_\_\_\_\_

\*New structures with Progress Energy as service provider need to supply premise number \_\_\_\_\_ from Progress Energy.

**SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSED USE:**

- Multi-Family Dwelling No. Units: \_\_\_\_\_ No. Bedrooms/Unit: \_\_\_\_\_
- Business Sq. Ft. Retail Space: \_\_\_\_\_ Type: \_\_\_\_\_ # Employees: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_
- Daycare # Preschoolers: \_\_\_\_\_ # Afterschoolers: \_\_\_\_\_ # Employees: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_
- Industry Sq. Ft: \_\_\_\_\_ Type: \_\_\_\_\_ # Employees: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_
- Church Seating Capacity: \_\_\_\_\_ # Bathrooms: \_\_\_\_\_ Kitchen: \_\_\_\_\_
- Accessory/Addition/Other (Size 30 x 40) Use: Fireworks tent

Water Supply: \_\_\_\_\_ County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) \*MUST have operable water before final

Sewage Supply: \_\_\_\_\_ New Septic Tank (Complete Checklist) \_\_\_\_\_ Existing Septic Tank (Complete Checklist) \_\_\_\_\_ County Sewer

**Comments:** Temporary sale of NC State approved fireworks.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Billy Blackmon

Signature of Owner or Owner's Agent

6-9-2021

Date

**\*\*This application expires 6 months from the initial date if permits have not been issued\*\***

**A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION**



# Application for Plan Review

Application # \_\_\_\_\_ - \_\_\_\_\_

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Name of Project: TNT Fireworks

Physical Address of Project: 1665 Buffalo Lake Rd

Sanford, NC 27332

Plans Submitted By: Billy Blackmon (Agent)

Project Phone: ( 919 )- 215 - 2107

Contact Person/Address: Billy Blackmon

PO Box 97 Hope Mills NC 28348

Contact Email: Blackmonb@tntfireworks.com

Contact Phone: ( 919 )- 215 - 2107 (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Contractor's Name/Info: \_\_\_\_\_

Contractor's Phone: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

- Plans that are submitted will be reviewed as quickly as possible with an average time of review between 7-10 working days.
- Status checks may be conducted on plan reviews by visiting the website \*\*\*\*\*htweb.harnett.org/Click2GovBP/Index.jsp or by calling the Harnett County Central Permitting Office (910-893-7525, Option #2), or the Harnett County Fire Marshal's Office (910-893-7580).
- Approved plans must be picked up from the Central Permitting Office and all fees paid before any required inspections can be conducted.

**LEASE AGREEMENT**  
**FUNDAMENTAL LEASE PROVISIONS**

**Lease Date:** June 10, 2020

**Landlord:** VP Spout Springs LLC,  
A North Carolina limited liability company.

**Address of Landlord:** Post Office Box 843, Wilkesboro, NC 28697.

**Tenant:** American Promotional Events Inc. - East dba TNT  
Fireworks

P.O Box 1318

4511 Helton Drive Industrial Park, Florence, AL 35630

**Premises:** A portion of VP Spout Springs property: Buffalo Lake Rd,  
Spout Spring , NC. See Exhibit A attached hereto (Yellow  
Highlight)

**Permitted Use:** The Display, Promotion, and Sale of Fireworks.

**Lease Terms:** The Term shall be from June 15<sup>th</sup> to July 15<sup>th</sup> during the  
Calendar Years: 2020, 2021, and 2022.

**Rent:**

2020:

2021:

2022:

## Lease Agreement

THIS LEASE entered into this the 10 day of June, 2020, by and between VP Spout Springs, LLC a North Carolina limited liability company, hereinafter referred to as "Lessor", and American Promotional Events Inc. East dba TNT Fireworks, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of certain property, known as Outparcel #1 at Rockfish Commons and situated on Rockfish Road, Hope Mills, North Carolina, and more particularly described on Exhibit "A" attached hereto and made a part hereof ("Shopping Center"); and

WHEREAS, it is the desire of the Lessor to rent the portion of the described property more fully described on the site plan attached hereto.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Premises

That the Lessor does hereby lease to the Lessee that portion of the property generally located as shown on the attached Exhibit "A" ("The Premises").

2. Rent

During the term of the Lease, Lessee shall pay to Lessor the following rent:

2020:   
2021:   
2022:

Rent shall commence on the execution of this Lease. Lessee shall prepay 2020 rents in the amount of  at the execution of this Lease. Lessee shall pay rents for each consecutive calendar year in the amount of  by May 15<sup>th</sup> each year, e.g., by May 15, 2021 for the 2021 rent.

3. Term

The Term of this Lease is for a period of Three (3) periods, according to the Fundamental Lease Provisions attached hereto, and shall commence on the execution of this Lease, and shall expire at 11:59 p.m. July 15th, 2022. Lessee shall have the right to renew this lease for an additional Three (3) periods of like duration upon 6 month written notice to Landlord (i.e., on or before January 15, 2022), provided (i) The Lot has not been sold, or (ii) This Lease has not been terminated subject to Section 8. If Lessee so chooses to renew this Lease; the Lease will be renewed upon the same terms and conditions as this lease. IF LESSEE IS UNABLE TO OBTAIN AN OPERATOR FOR THE LOCATION, LESSEE MAY ELECT NOT TO OPERATE ON THE PREMISES BUT, IF LESSEE PAYS THE RENT REQUIRED, THE LEASE AGREEMENT WILL REMAIN IN FORCE

4. PREMISES MODIFICATION

Lessor hereby grants to the Lessee the right to place One (1) Fireworks Tent, hereafter called "Tent." Placement of Tent, shall be in accordance with Exhibit "B". The Tent shall not become part of the realty but shall at all times remain the personal property of the Lessee and may be removed at any time by Lessee and shall not be subject to any claim of lien whatsoever by Lessor. Lessee shall have no rights to extend Lessor's power or utilities of any kind to Leased Premises, but Lessee shall have the right to utilize portable power generators/light towers for the Tent, at Lessee's risk and expense. Lessee shall have rights to display on Tent and leased area only, signage and advertisements, as long as all signage and advertisements adhere to and meet any and all applicable rules, codes, and any and all applicable permits pertaining to said signage has first been obtained.

The Lessee further agrees that at the end of period of use during the Term, Lessee shall promptly remove the Tent and shall restore the Premises to the condition and order which they were at the beginning of period of use, ordinary wear and tear excepted. The Lessee acknowledges that Landlord has made no representation to perform any work to or around the Premises in order to secure this Lease, and that Lessee shall keep Premises in good condition and free from trash, refuse, or waste. Lessee shall promptly upon notice take immediate care to dispose of any trash, refuse or waste at Premises.

5. LIABILITY INSURANCE

Lessee shall provide and keep in force, for the protection of the general public and Lessor, with Lessor to be included as an additional insured, the following liability insurance coverages: (A) Against claims for bodily injuries or death to any one person upon or near the Premises, to the extent of not less than \$500,000; (B) Against claims for bodily injuries or death to any number of persons arising out of one accident or disaster, occurring upon or near the above described areas, to the extent not less than \$1,000,000.00; (C) Against property damage with limits of not less than \$100,000.00.

Insurance may be provided under a comprehensive liability insurance policy maintained by Lessee covering all of its business locations and meeting the required single limit amount of coverage specified.

**6. PROTECTION OF LESSOR**

- (A) Lessee shall indemnify and save harmless Lessor from and against all liability, damage, penalties or judgment arising from injury to person or persons or property resulting from Lessee's use of the Premises during the Term of this agreement. The Lessee shall at its own costs and expense, defend any and all suits or actions which may be brought against Lessor or in which Lessor may be impleaded with others upon any such aforementioned matter or claim except as may result from the acts set forth in subparagraph (B) of this paragraph 6.
- (B) Except for its negligence of its officers, agents, employees or contractors, Lessor shall not be responsible or liable for any damage or injury to any property, fixtures, or other improvements or to any person or persons at any time on the Premises, including any damage or injury to Lessee or to any of Lessee's officers, agents, employees, contracts, customers, or sublessees; during the Term of this agreement.

**7. ASSIGNMENT AND SUBLETTING.**

Lessee shall have no rights to assign this lease or sublet any part of the Premises, or otherwise transfer any right or interest hereunder, except that Lessee, at its sole discretion, may allow a third party under Lessee's control to operate the fireworks sales location at the Premises.

**8. LESSOR'S RIGHT TO TERMINATE**

Lessor, upon THIRTY (30) days written notice, may terminate this lease for any cause provided such termination may not occur between May 30 and July 15 of any year during the Term.

**9. LESSEE'S RIGHT TO TERMINATE**

Lessee may terminate this agreement by providing written notice between March 1<sup>st</sup> and April 30<sup>th</sup> of each calendar year. In the event Lessee exercise its termination right pursuant to this Section 9, Lessee shall not than be responsible for paying any future rents due as this Lease Agreement shall be terminated and Lessee shall be relieved of its obligations hereunder.

**10. NOTICES AND REPORTS**

Any notice, report, statement, approval, consent, designation, demand or request to be given, by a party under the provisions of this lease shall be effective only when made in writing and sent by United States Certified or Registered Mail, postage prepaid, to the other party at the applicable address set forth below:

Landlord:

VP Spout Springs, LLC  
P.O. Box 843  
Wilkesboro, NC 28697

Tenant:

American Promotional Events Inc. East  
dba TNT Fireworks  
4511 Helton Dr.  
Florence AL, 35360  
Attn: Director, Stand and Tent Division--NC

**11. PERMITS**

It is agreed that this lease is subject to the Lessee obtaining, at Lessee's expense, necessary permits and licenses from any and all appropriate governmental authorities for the placement of its Tent and to advertise and operate its business. IF LESSEE FAILS TO SECURE LOCAL AND STATE LICENSES FOR SUCH LOCATION, LESSEE SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE AT ANY TIME AND RECEIVE A FULL REFUND OF THE RENT FOR THE APPLICABLE PERIOD(S), IF PAID IN ADVANCE. LESSEE SHALL GIVE NOTICE TO LANDLORD ON OR BEFORE JUNE 1 OF EACH CALENDAR YEAR, if it is unable to secure local and state licenses. If Lessee does not give notice to Landlord on or before June 1 of the calendar year, then this Section shall be of no effect.

**12. CONSTRUCTION OF LEASE**

This lease shall be construed according to the laws of the State of North Carolina. In the absence of specific provisions to the contrary, the party upon whom an obligation is imposed by this lease shall perform the obligation at its own expense. Paragraph headings relating to the contents of particular paragraphs are inserted only for the purpose of convenience and are not to be construed as parts of the particular paragraphs to which they refer. The failure of the Lessor to insist upon strict performance of any of the covenant or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall remain in full force and effect.

If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, covenants and conditions shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

**13. IDENTITY OF INTEREST**

The execution of this lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent or partnership or of Joint venture and the relationship between them shall be that only of Lessor and Lessee.

**14. MISCELLANEOUS**

This lease contains all of the agreements and conditions made between the parties hereto may not be modified orally, or in any other manner other than by an agreement, in writing, signed by the parties hereto or their respective successors in interest.

Lessor and Lessee, respectively, warrants to the other party that the person whose signature appears hereon for such party is duly authorized and empowered to execute this lease agreement and thereby bind such party to the terms and conditions hereof.

**15. PEDESTRIAN AND VEHICULAR TRAFFIC**

Lessee shall at no time interfere with or impede such pedestrian or vehicular traffic in the shopping center.

**16. COMPLIANCE WITH LAWS**

Lessee, at its sole cost and expense, shall comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinance affecting Premises, or any part thereof, and (b) all laws and regulations regarding any toxic, ignitable, reactive or corrosive substances regulated by any state, local or federal governmental entity including, without limitation, asbestos, PCB's and petroleum. Lessee shall not cause or permit any hazardous substances to be used, stored, generated or disposed of on or in the Premises, and Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs liability or losses whatsoever resulting from any such use, storage, generation or disposal by Lessee or its agents, vendors, customers. Lessor warrants and represents that to the best of Lessor's knowledge any use, storage, treatment or transportation of Hazardous materials that has occurred in or on the Premises prior to the date hereof has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Lessor additionally warrants and represents that to the best of Lessor's knowledge no release, leak, discharge, spill, disposal, or emission of Hazardous materials has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Materials as of the date hereof.



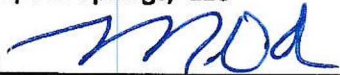
17. EXCLUSIVITY:

Lessor represents and warrants that there is no agreement presently in place that would permit any third party to promote, advertise or sell consumer fireworks from any location on the Shopping Center. Notwithstanding anything previous, nothing in this section shall abridge, constrain, or infringe on Food Lion's rights as Tenant in any way, nor will Food Lion exercising any right violate this exclusivity clause in any way.

IN TESTIMONY WHEREOF, this lease has been duly executed by the parties hereto, intending to be legally bound thereby, under seal, as of this day and year first above written.


LESSOR:

VP Spout Springs, LLC

BY:  (SEAL)  
Martin D. Koon, Member

LESSEE:

Promotional Events Inc. East dba TNT  
Fireworks American

BY:  (SEAL)  
Troy Hughes

# Certificate of Flame Resistance



Issued by:

REGISTERED

FABRIC NUMBER

F23126

TOPTec PRODUCTS, LLC

7601 Highway 221

Moore, SC 29369

DATE

MANUFACTURED

10/19/2015

Name: HAYDEN SERVICES C/O MID STATE

Address: 1503 W HANOVER RD

City: BURLINGTON

State: NC

Zip: 27215

W/O # 154982A

Model: 20X40 STND FRAME

Color: BOW

Application: Inherently Flame Retardant

## **Certification is hereby made that:**

The articles described are flame-retardant, approved and registered by the State Fire Marshal, and that the fabric is in conformance with the laws of the State of California, and the Rules and Regulations of the State Fire Marshal. Fabric has been tested and passes NFPA701-99, ULC214, MVSS302.

**The Flame Retardant Process Used WILL NOT Be Removed By Washing**

**And Is Effective For The Life Of The Fabric.**

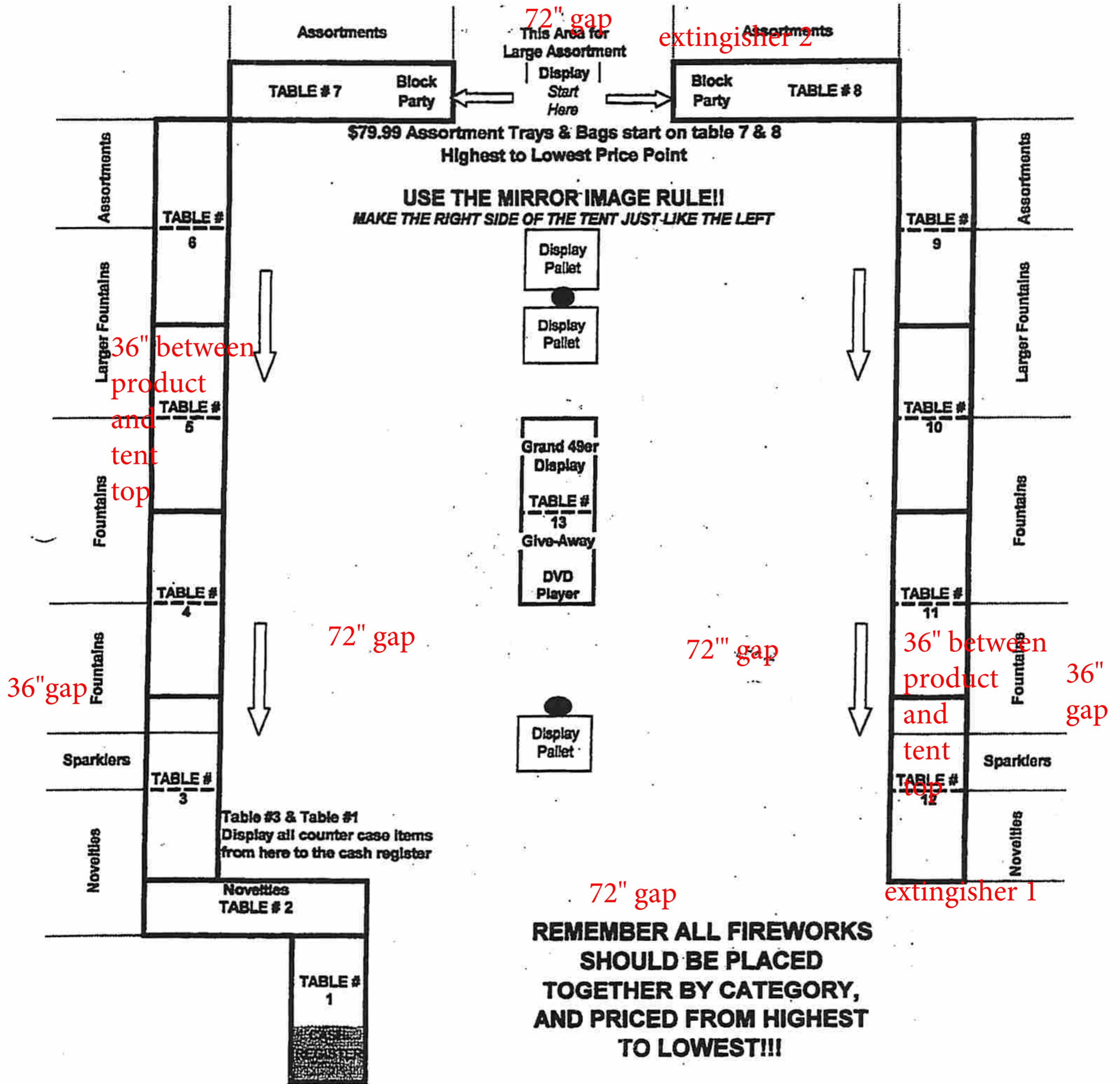
TOPTec PRODUCTS, LLC.

Production Manager



TFC2014

# TNT FIREWORKS PLAN-O-GRAM SAFE and SANE ---- TENT



36" between product and tent top

36" gap

72" gap

72" gap

36" between product and tent top

36" gap

72" gap

extinguisher 1

extinguisher 2

Buffalo Lake Rd

Alpine

1141

Alpine Dr

1141

TENT

50' from road in all directions



Food Lion



China Express



CashPoints® ATM

RE/MAX Southern Properties Sales &...



El Burrito Mexican

1144

TNT Fireworks

Google



2020 Product List NC		ALL ITEMS IN ALPHABETICAL ORDER WITHIN EACH CATEGORY					
Item Description	Grams	Item Description	Grams	Item Description	Grams	Item Description	Grams
<b>ASSORTMENTS</b>		FREEDOM J18	100	PINK ICE J06	100	<b>2020 Items Contd...</b>	
49'ER SS COM J10	All items under 200	FREEDOM EAGLE J06	170	POWER ON	165	Jungle Flower	200
ALL AMERICAN SS COM J10	All items under 200	GAME TIME FOUNTIAN	198	PURPLE RAIN FOUNTAIN	100	Safari Sunrise	200
AMERICAN PRIDE S/S GIVEAWAY	All items under 200	GRANDE LATTE J09	90	PYRO COMBUSTION J11	192	<b>NOVELTIES/SMOKE</b>	
BIG ONE S/S COM J07	All items under 200	HEATED FOUNTIAN	60	Raise Your Flag J15	115	#10 GOLD SPARKLER J09	NA
BIG TIMER S/S	All items under 200	HOT POINT	97	Recess Fountain FTN	18	#14 NEON SPARKLERS	NA
GOOD TIME BAG	All items under 200	Independence Day FTN	192	RIP TIDE SS J09	95	#20 SPARKLER GOLD J09	NA
GRAND 49'ER S/S	All items under 200	INFERNO	48	ROCKETMAN	135	36 IN MORNING GLORY BAG OF 6	9.5
HOT ZONE SS COM J10	All items under 200	INTO THE NIGHT FOUNTIAN	100	SHINING STAR J07	125	ASSORTED COLOR AMMO SMOKE	20
INDEPENDENCE TRAY SS COM J10	All items under 200	JACK IN THE BOX	10	SHOW ME THE MONEY	90	ASST. COLOR SNAKE-TNT J07	1
PARTY PAK	All items under 200	JUMBO 20 ROCKET FOUNTAIN	28	SONIC BOOM FOUNTAIN	90	BOOBY TRAPS J10	5
PERFECT SHOW SS COM J10	All items under 200	JUMBO CALIFORNIA CANDLE	30	Sparknado J15	160	CAN OF WORMS	7
PYRO PAK BAG SS COM J10	All items under 200	JUMBO PURPLE RAIN J11	130	SPIRAL LITE - FOUNTAIN	50	CHICKEN COOP	10
SPECTACULAR SHOW SS-ALL	All items under 200	KILLER BEE FOUNTAIN	38	STARS & STRIPES FOUNTAIN	125	FIRE KRACKLE - TNT J07	6
SPECTACULAR SHOW SS-COM	All items under 200	LEAPING LIZARDS J09	185	SUPER CALIFORNIA RKT FTN	30	LIGHTNING FLASH-BOX OF 6 J07	3.5
THE BIG BANG S/S	All items under 200	LEAVE NO DOUBT	55	Super Snazzy FTN	192	MORNING GLORY TNT #10	1.4
THE BIG DELUXE SS-ALL	All items under 200	Lets Do This J15	190	SURFS UP FOUNTIAN	114	MORNING GLORY TORCH 14 IN J09	1.4
TNT BIG TIMER SS J09	All items under 200	LIGHT THE NIGHT J07	180	SURROUND SOUND FOUNTAIN	162	PARTY TIME PARTY POPPER J07 ST	0.01
TNT FAMILY PAK TRAY S/S-05	All items under 200	LIL PATRIOT	40	TANTRUM J11	180	POP-IT'S TNT	NA
TNT SACK PACK J18	All items under 200	L'IL RED DEVIL J09	30	TASMANIAN CYCLONE	197	PULLSTRING SMK GRENADE J07	15
<b>FOUNTAINS</b>		LIVE WIRE	180	TEQUILA SUNRISE FOUNTAIN	5	PUNK JUMBO J07	NA
American Light Fountain	200	MAD DOG FOUNTAIN	90	The One to Beat J15	80	SMOKE BALLS ASST'D TNT J07	2.2
AMERICAN SPIRIT FTN	160	MAGNETIC HEAT	196	TNT Bomb J15	7	SMOKE BOMB J11	2
BIG DINGER J11	120	MAIN SQUEEZE J06	120	TNT Dragonfly	9	TNT BLASTS BAG OF 6 J07	2.5
BLISTERING SKIES FOUNTAIN	186	MAKE THE GRADE FOUNTIAN	105	TNT Happy Lamp J15	32		
BLUE PLANET FOUNTAIN	140	Mano Y Mano J15	11	USA ROCKET FOUNTAIN	34		
BORN TO BLAST FOUNTIAN	150	MAYAN GOLD J08	122	WALK PROUD	180		
CAROUSEL J11	15	Mini California Rocket Fountain	10	WANGO TANGO J08	125		
CASCADING WATERFALL J08	160	MINI MONSTER FOUNTAIN	8	WILD TURKEY	136		
COLORFUL RAIN J11	75	MOLTEN POT J08	195	YELLOW STARS	45		
COOL BREEZE	64	Mr Glow Fuse J15	70	ZOMBIE RUSH	100		
COUNTDOWN SS COM - J09	100	NEON FORCE FOUNTIAN	60	ZOMBIES FOUNTAIN	80		
CRACKLING CACTUS FOUNTAIN	50	Neon Galaxy J16	112	TNT Bottle of Sparks	65		
CRAZY COLORS J11	120	NIGHT TREASURE - J05	195	Toxic Barrel Fountain	90		
CRICKETS FOUNTAIN	60	O-Blivion FTN	174	SparkleBerry	135		
CUCKOO FOUNTAIN	40	OLD GLORY FOUNTAIN	60	TNT Torch	170		
DANCING LIGHTS J17	90	OPTICAL ILLUSION	192	Mind of a Maniac	175		
DIZZY TIZZY J11	90	OUTER LIMITS	90	<b>NEW 2020 ITEMS</b>			
DUST DEVIL	95	Parfait Fountain	69	Centennial Fountain	200		
ELECTROLYTES	164	PICCOLO PETE FOUNTAIN	7	Count it Down	200		
Fiery Scorpions J16	150	Pink Cloud J15	16	Guiding Light	200		
FLASH DANCE J09	189	PINK DIAMONDS J06	80	Tentacles	200		