



Initial Application Date: \_\_\_\_\_

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: H.M. Kid's, Inc. Mailing Address: 4200 Morganton Rd Suite 150

City: Fayetteville State: NC Zip: 28314 Contact # \_\_\_\_\_ Email: riddlecommercial@aol.com

APPLICANT\*: American Promotions d/b/a TNT Fireworks, Connie Powers, Agent Mailing Address: P. O. Box 97

City: Hope Mill State: NC Zip: 28348 Contact # 910-301-0510 Email: powersc@tntfireworks.com

\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Connie Powers Phone # 910-301-0510

Address: Cagle Furniture empty lot PIN: 9586-77-4522

Zoning: RA20R Watershed: \_\_\_\_\_ Flood: \_\_\_\_\_ Deed Book Page: Lease, agreement

Setbacks – Front: 50" Back: \_\_\_\_\_ Side: 50' Corner: \_\_\_\_\_

**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 1200 sq ft) Temporary tent to sell NC legal and approved fireworks

Water Supply: \_\_\_\_\_ County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) **\*Must have operable water before final**  
(Need to Complete New Well Application at the same time as New Tank)

Sewage Supply: \_\_\_\_\_ New Septic Tank \_\_\_\_\_ Expansion \_\_\_\_\_ Relocation \_\_\_\_\_ Existing Septic Tank \_\_\_\_\_ County Sewer  
(Complete Environmental Health Checklist on other side of application if Septic)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Connie Powers  
\_\_\_\_\_  
Signature of Owner or Owner's Agent

12-8-21  
\_\_\_\_\_  
Date

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

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

**\*\*\*It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.\*\*\***



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

**APPLICATION CONTINUES ON BACK**

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

**\*This application to be filled out when applying for a septic system inspection.\***

**County Health Department Application for Improvement Permit and/or Authorization to Construct**

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

**Environmental Health New Septic System**

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**

**Environmental Health Existing Tank Inspections**

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**

**"MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION"**

**SEPTIC**

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- {\_\_} Accepted      {\_\_} Innovative      {\_\_} Conventional      {\_\_} Any  
 {\_\_} Alternative      {\_\_} Other \_\_\_\_\_

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- {\_\_} YES    {\_\_} NO    Does the site contain any Jurisdictional Wetlands?  
 {\_\_} YES    {\_\_} NO    Do you plan to have an irrigation system now or in the future?  
 {\_\_} YES    {\_\_} NO    Does or will the building contain any drains? Please explain. \_\_\_\_\_  
 {\_\_} YES    {\_\_} NO    Are there any existing wells, springs, waterlines or Wastewater Systems on this property?  
 {\_\_} YES    {\_\_} NO    Is any wastewater going to be generated on the site other than domestic sewage?  
 {\_\_} YES    {\_\_} NO    Is the site subject to approval by any other Public Agency?  
 {\_\_} YES    {\_\_} NO    Are there any Easements or Right of Ways on this property?  
 {\_\_} YES    {\_\_} NO    Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

**I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.**



# Application for Plan Review

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

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

Name of Project: American Promotions d/b/a TNT Fireworks, Connie Powers, Agent

Physical Address of Project: 3035 NC HWY 87 SOUTH CAMERON NC 28326  
\_\_\_\_\_, NC \_\_\_\_\_

Plans Submitted By: American Promotions d/b/a TNT Fireworks, Connie Powers, Agent

Project Phone: (910 )-301 -0510

Contact Person/Address: P.O. Box 97, Hope Mills, NC 28348  
\_\_\_\_\_  
\_\_\_\_\_

Contact Email: powersc@tntfireworks.com

Contact Phone: (910 )-301 -0510 (\_\_\_\_)-\_\_\_\_-\_\_\_\_\_

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 <http://hteweb.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.



## Fire Marshal Division

1005 Edwards Brother Drive  
Lillington, NC 2756  
910-893-7580

### Application for Tent/Canopy Permit

Application# \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Phone # \_\_\_\_\_

Location of Tent/Canopy: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Set-up Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Completion Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**This application must be completed and returned to Central Permitting, prior to the issuance of the permit.** A site inspection will be conducted to verify compliance. Please allow (7) working days for processing. There will be a permit fee assessed for the tent(s). Permit fees shall be paid after reviewed has been completed. The following items are required to be submitted with this application:

- 1 Site plan showing location of tent/canopy on property and distance from buildings.
- 2 Number of tents/canopies including dimensions of each and whether the tent will be equipped with enclosed sides.
- 3 Proposed use of each tent/canopy.
- 4 Flame resistant certificate for each tent/canopy.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HARNETT

This LEASE AGREEMENT ("Agreement") is made this 22<sup>nd</sup> day of March 2021, between H. M.'s KIDS, INC., a North Carolina corporation, through its manager Riddle Commercial Properties, Inc., located at 4200 Morganton Road, Suite 150, Fayetteville, North Carolina 28314 ("Lessor") and AMERICAN PROMOTIONAL EVENTS, INC.- EAST D/B/A TNT FIREWORKS ("Lessee") whose address is 4511 Helton Drive, Florence, AL 35630.

**WITNESSETH**

1. "Lessor" hereby agrees to permit "Lessee" the right to use property of "Lessor" for promotion and sell of fireworks, and for no other purpose. Lessee shall not have the right to sublease portions of the property to other vendors or users.
2. Term of Agreement and Rent Amount The term of agreement shall be for Five (5) years for the following Holidays and dates:
  - A. New Year Festivities – December 23<sup>rd</sup> through January 3<sup>rd</sup> – Rental Rate of
  - B. Fourth of July - June 19<sup>th</sup> through July 5<sup>th</sup> – Rental Rate of  ch year.
3. Taxes "Lessor" shall pay all applicable taxes or assessments levied and assessed on the leased property during the term of the agreement. "Lessee" shall pay all taxes on any personal property stored in or on the leased property.
4. Description Use of property listed as located on 3035 NC Highway 87 South, located in Cameron, North Carolina. The subject is more particularly described on the Attached "Exhibit A" and outlined in red. Parking, all vehicles must park in the Cagle Furniture parking lot.
5. Consideration Sum o  in advance for each Term of Agreement/Fourth of July and the sum o   in advance for each Term of Agreement/New Year's Festivities. "Lessee" shall pay the Consideration Fifteen (15) days in advance of each Term of Agreement/Holiday.
6. Indemnification "Lessee" does hereby indemnify and save "Lessor" from any and all liabilities, damages, costs, and expenses as a result of any claim, action against it arising out of or in connection with "Lessee's" use of property. "Lessee" shall save "Lessor" harmless from and against any and all claims for injury to person or property damage

resulting from or arising out of “Lessee’s” use of the premises, the conduct of business or any act by “Lessee”, “Lessee’s” agents, employees or invitees.

7. Termination Clause If the “Lessor” sells the property or decides to develop said property the “Lessee” shall be notified within Thirty (30) days of “Lessor” intent to sell or develop, and this lease will be null and void. Shall the lease become null and void the consideration paid hereunder shall be promptly refunded to “Lessee”.
8. Hazardous Materials “Lessee” shall not cause or permit any hazardous or toxic materials to be brought upon, kept or used in or about the Premises by “Lessee”, it’s agents, employees, contractors, or invitees: “provided, however, for the purposes of this Agreement the term “hazard or toxic material” shall not include UN 1.4G consumer fireworks or deregulated novelty items.”.

**PROHIBITION OF CONSUMER FIREWORKS.** In the event that any federal, state or local statute, ordinance, regulation, or court holding is issued or passed that temporary or permanently prohibits the sale, use, storage or possession of 1.4G consumer fireworks or deregulated novelties at the property listed on **Exhibit A**, then the provisions of this Lease shall automatically become null and void and the consideration paid hereunder shall be promptly refunded to “Lessee”. The prohibition described in this section shall be construed broadly so as to account for any code, decree, executive order, injunction, law, order, ordinance, regulation or rule amended, enacted, issued or modified by any governmental authority, whether at the federal, state or local level.

9. Agreement Binding Upon Parties The terms, covenants, conditions, provisions and undertakings in this agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto, as if they were in every case named and expressed and shall be construed as covenants running with the land, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if in each and every case so expressed.
10. “Lessee” shall obtain all permits and licenses required by local governmental authorities to operate its business herein. Lessee shall abide by all rules and regulations and ordinances in its business operations. In the event “Lessee” is unable obtain any license or permit required, “Lessee” may terminate this Agreement and receive a full refund of the consideration paid hereunder.
11. “Lessee” shall keep the premises free of debris, trash, etc., and shall be responsible for the disposal of such. Lessee’s use of the property will not include loud music or noise and/or obnoxious odors to be emitted.
12. “Lessee” shall not permit the use of fireworks on the property.

- 13. "Lessee" shall not permit smoking within 25 feet of the fireworks or the tent that is erected to hold the fireworks.
  
- 14. "Lessor" has made no representations or promises with respect to the premises except as herein expressly set forth. The taking of possession of the premises by "Lessee" shall be conclusive evidence, as against "Lessee" that it accepts the same "As Is" and that the premises are suited for the use intended by "Lessee" and were in good and satisfactory condition at the time such possession was so taken.

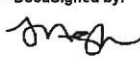
If all parties agree on the day and year first above written, signatures by all parties below will cause agreement to be fulfilled.

**LESSOR:**  
**H. M.'s KIDS, INC.**  
  
 \_\_\_\_\_  
**Hugh Michael Cagle**  
 President

*(Official Seal)*

**LESSEE:**  
**AMERICAN PROMOTIONAL**  
**EVENTS, INC. – EAST d/b/a TNT**  
**FIREWORKS**

**Attest:**  
 DocuSigned by:  
 Preston Platt  
 \_\_\_\_\_  
 Preston Platt Name  
 VP - Sales Title

DocuSigned by:  
  
 \_\_\_\_\_  
 Tracy Hughes Name  
 Director of Leasing Operations Title

*(Official Seal)*

2021 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		



# Certificate of Flame Resistance



Issued by:

REGISTERED

FABRIC NUMBER

F23126

TOPTEC PRODUCTS, LLC

DATE

MANUFACTURED

10/19/2015

7601 Highway 221

Moore, SC 29369

Name: HAYDEN SERVICES C/O MID STATE

W/O # 154982A

Address: 1503 W HANOVER RD

City: BURLINGTON

State: NC

Zip: 27215

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.

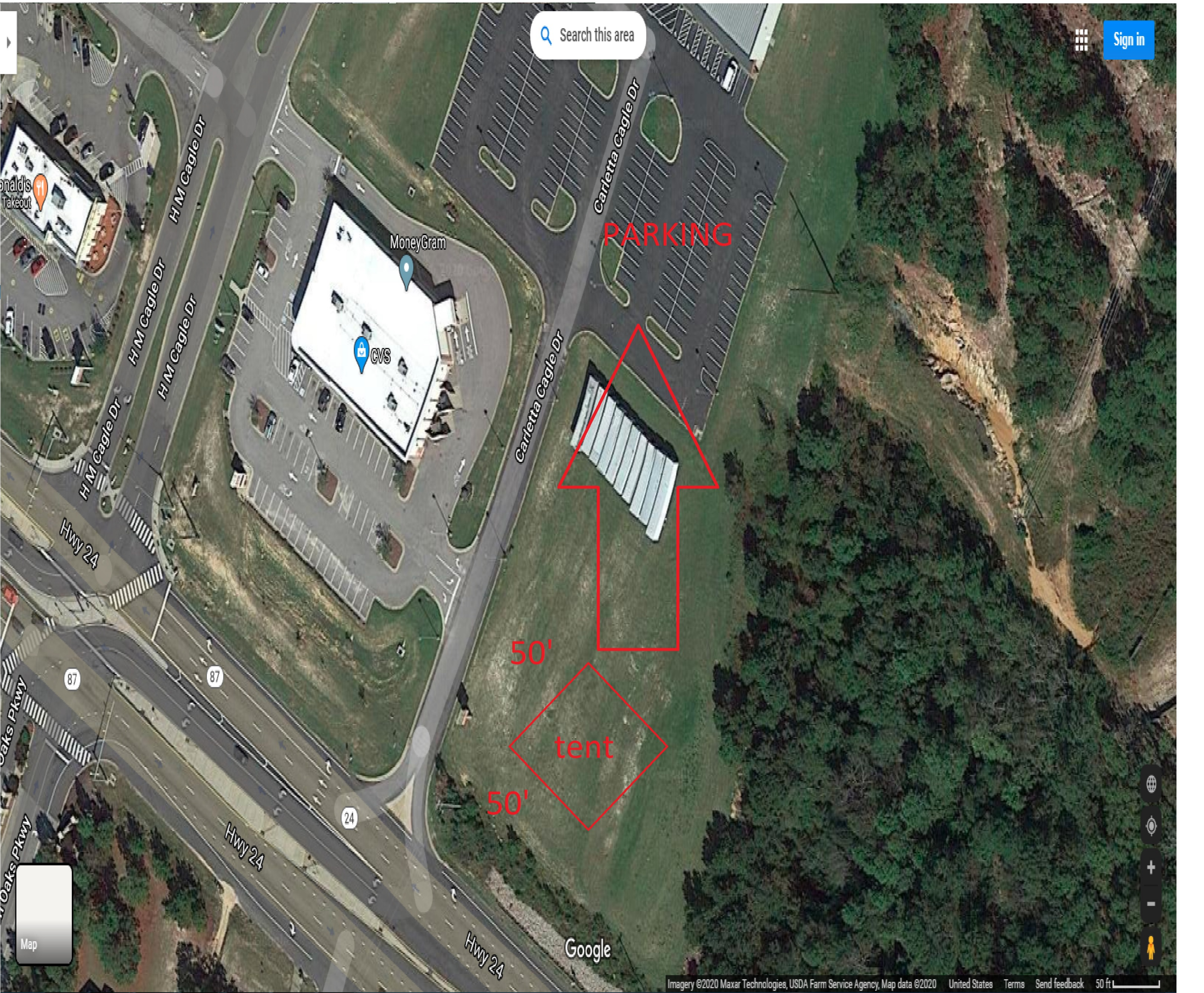
Production Manager



TFC2014

Search this area

Sign in



PARKING

MoneyGram

CVS

50'

tent

50'

Map

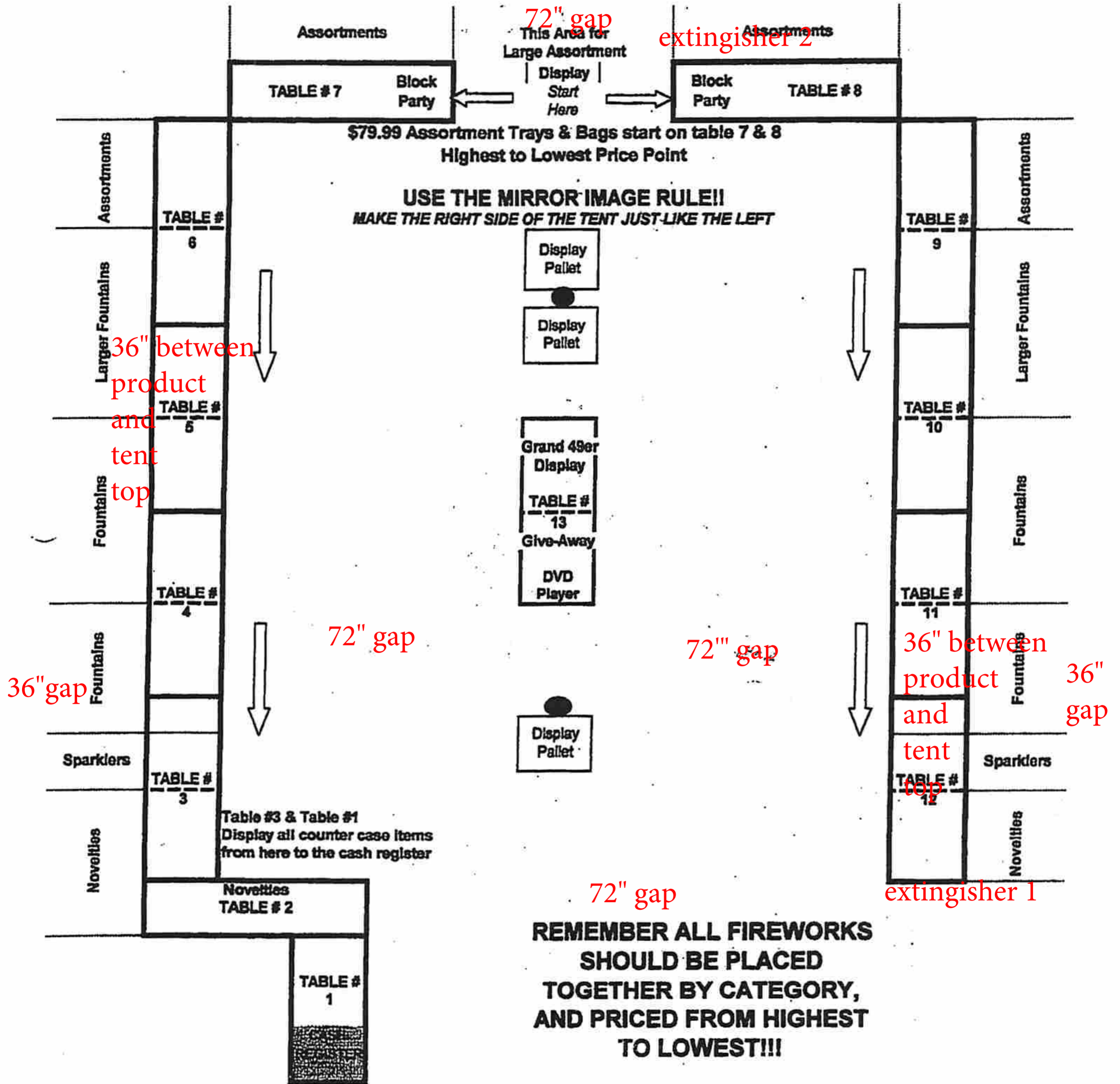
Google

**EXHIBIT A**

Site Plan:



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



# TENT SIGNAGE PLACEMENT

