



# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b).** including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/ or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/ or oil and gas rights from the owner or by reservation of the mineral rights and/ or oil and gas rights by the owner. If mineral rights and/ or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

|                                                                                                                                            | Yes                      | No                                  | No Representation                   |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| <u>ZN LN</u><br>Buyer Initials<br>1. Mineral rights were severed from the property by a previous owner.                                    | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <u>ZN LN</u><br>Buyer Initials<br>2. Seller has severed the mineral rights from the property.                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <u>ZN LN</u><br>Buyer Initials<br>3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <u>ZN LN</u><br>Buyer Initials<br>4. Oil and gas rights were severed from the property by a previous owner.                                | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <u>ZN LN</u><br>Buyer Initials<br>5. Seller has severed the oil and gas rights from the property.                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <u>ZN LN</u><br>Buyer Initials<br>6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |

## Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: **1510 Mark Massengill Dr, Raleigh, NC 27610**

Owner's Name(s): **Zacharie Ngemba, Lina Tondo Nzuzi**

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Zacharie Ngemba **Zacharie Ngemba** Date 07/07/2026

Owner Signature: Lina Nzuzi **Lina Tondo Nzuzi** Date 07/09/2026

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

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**BUYER AGENT COMPENSATION ADDENDUM**

(Only use this form when Seller is providing a credit to Buyer in Form 2-T, Form 12-T, or Form 800-T.)

"Seller": Zacharie Ngemba, Lina Tondo Nzuzi

"Buyer": \_\_\_\_\_

"Property": 1510 Mark Massengill Dr, Raleigh, NC 27610

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

- 1. Compensation and Affirmation by Buyer:** In addition to any other concessions, credits, or expenses Seller has agreed to pay in the Contract, if any, Seller will pay at Closing \$ \_\_\_\_\_ or 2.500 % of the Purchase Price toward Buyer's obligation to pay their real estate agent. Buyer affirms that the scope of their agency agreement includes the Property, and that the amount in this paragraph is not more than the amount Buyer has agreed to pay their agent.
- 2. Negotiability:** Buyer and Seller both affirm that they have an independent, contractual duty to pay their own agent, and that no agent can be a third-party beneficiary of this Contract. *Seller understands they have no duty to pay any Buyer Agent Compensation unless agreed to herein. The amount, format, or rate of real estate compensation is not fixed by law and is fully negotiable.*

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer: (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Buyer: (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Entity Buyer: (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name &amp; Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Seller: (Name) Zacharie Ngemba (Signature) Zacharie Ngemba (Date) 07/07/2026Seller: (Name) Lina Tondo Nzuzi (Signature) Lina Nzuzi (Date) 07/09/2026

Entity Seller: (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name &amp; Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_



NC REALTORS®

Kendra Conyers & Associates, 2543 Ravenhill Drive Ste A Fayetteville NC 28303  
Isis Telombila-Mouanga

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Phone: 9195260051

Fax:

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

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Zacharie Ngemba