



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Crux-Holdings, LLC

AUCTION LOCATION - Online only at www.UnitedCountryCharlotte.com/Auctions

AUCTION END DATE – Sunday, October 26th, 2025 at 6:00 PM (EST)

AUCTIONEER — Kayla Carder (Broker/Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St. in Matthews NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering – 2 adjacent lots, total acreage 10.7

Cabarrus County Parcel #'s 5643444804 & 5643443688

Deed Book: E19 Page: 1129

00 Sapp Road Kannapolis, NC 28083

General Terms and Conditions

6% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract & Place an Earnest Money Deposit by October 27th 2025. Buyer will close on or before Wednesday, November 26th, 2025. This is a Reserve Auction, Property is Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION - Register for online only auction at www.UnitedCountryCharlotte.com. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

AUCTION METHOD - Auction will be "Sold Subject to Seller Confirmation" and conducted with internet bids until bids are complete on **Sunday, October 26th 2025 ending at 6:00 PM EST**. Final high bid plus **6% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **6% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **Wednesday, November 26th 2025**.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a **\$5,000 Earnest Money Deposit by October 27th 2025**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time,

or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction

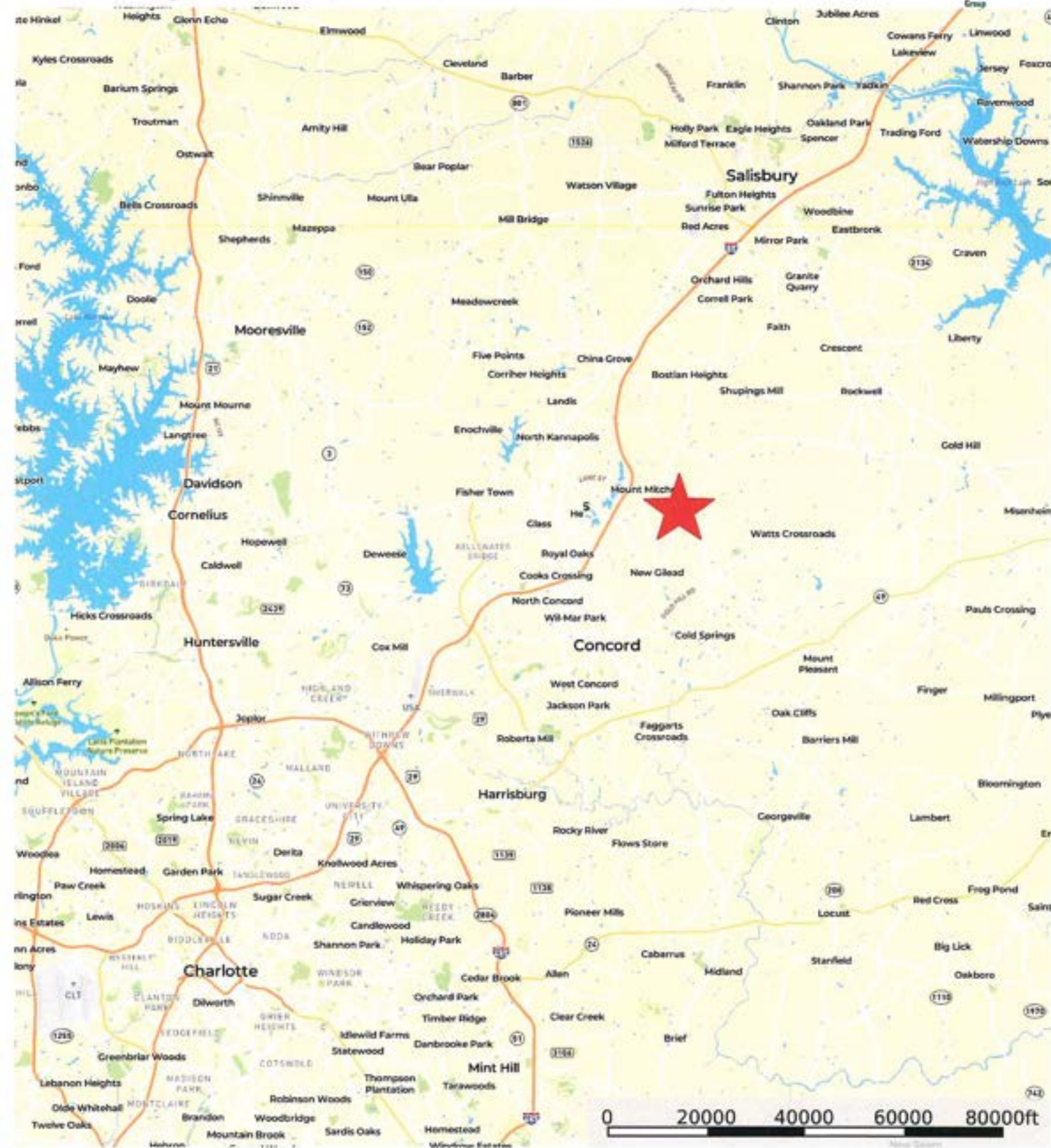
Sapp Road Lots
Cabarrus County, North Carolina, 10.7 AC +/-



Boundary

Sapp Road Lots

Cabarrus County, North Carolina, 10.7 AC +/-



Lot #1

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Physical Address:		PIN14:	56434448040000
Account Name 1:		Account Name 2:	
Mailing Address:		Mailing City:	
Mailing State:		Mailing Zip Code:	
Property Real ID:	05-004 -0034.10	Plat Book:	00007
Plat Page:	00006	Land Units:	4.9
Units Type:	AC	Land Value:	AC
Building Value:	0	OBXF Value:	undefined
Assessed Value:	105390	Market Value:	105390
Sale Year:	null	Sale Month:	null
Sale Price:	null	Deed Book:	null
Deed Page:	null	Fire District:	MtMitchell
Zoning:	AO	Elementary School:	Mt. Pleasant ES
Middle School:	Mt. Pleasant MS	High School:	Mt. Pleasant HS
Precinct Name:	undefined	Legal Description:	undefined
Floodway:	No	100 Yr Flood:	No
500 Yr Flood:	No	Watershed	undefined
FIRM Panel Number	undefined		

Lot #2

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Physical Address: PIN14: 56434436880000

Account Name 1: Account Name 2:

Mailing Address: Mailing City:

Mailing State: Mailing Zip Code:

Property Real ID: 05-004 -0034.20 Plat Book: 00007

Plat Page: 00006 Land Units: 5.8

Units Type: AC Land Value: AC

Building Value: 0 OBXF Value: undefined

Assessed Value: 109430 Market Value: 109430

Sale Year: null Sale Month: null

Sale Price: null Deed Book: null

Deed Page: null Fire District: MtMitchell

Zoning: AO Elementary School: Mt. Pleasant ES

Middle School: Mt. Pleasant MS High School: Mt. Pleasant HS

Precinct Name: undefined Legal Description: undefined

Floodway: No 100 Yr Flood: No

500 Yr Flood: No Watershed: undefined

FIRM Panel Number: undefined

Lot #1

Cabarrus County, NC - Tax Bill Search



Cabarrus County Web Site

[Basic Search](#)
[Real Estate Search](#)
[Tax Bill Search](#)
[Sales Search](#)
[Help](#)

Hide Details...

Note: To ensure historical data, it is best to search by Township/Map/Parcel

Owner Last Name: Owner First Name: Account #:

Sheet Block Parcel Interest TP MAP H PARCEL SUFFIX
 Parcel #: 5643 44 4804 0000 TMP Number

Tax Year: Bill #: ☐ Unpaid Bills Only: ☐ Sort By:

Search Results

click on a tax bill below to continue

Show Details...

[Selected Tax Bill Info](#)
[View Appraisal Card](#)

Account#: 84736	Bill#: 117031	Last Trans Date:	Building Value:	0	Current Balance:	712.44
	Parcel#: 56434448040000	Last Payment :	Outbuilding Value:	0	Original Levy:	712.44
	Pin#: 05004 0034.100000		Land Value:	105,390	Personal Value:	0
	Escrow:		Parcel Value Total:	105,390	Total Valuation:	105,390
	Status:		Deferred Value:	0	Exemption:	0
	Legal Description: LT 9 T W PERRY FARM 4.900AC		Taxable Value:	105,390		
0 SAPP RD KANNAPOLIS						

Taxes and Fees Billed By County

Description	Levied	Interest/Fees	Released	Collected	Balance
MT MITCHELL FIRE TAX	105.39	0.00	0.00	0.00	105.39
COUNTY TAX	607.05	0.00	0.00	0.00	607.05
Totals	712.44	0.00	0.00	0.00	712.44

Payment History

No Payment History found for this tax bill

All information on this site is prepared for the inventory of real property found within Cabarrus County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. All information contained herein was created for the Cabarrus County's internal use. Cabarrus County, its employees and agents make no warranty as to the correctness or accuracy of the information set forth on this site whether express or implied, in fact or in law, including without limitation the implied warranties of merchantability and fitness for a particular use.

If you have any questions about the data displayed on this website please contact the Cabarrus County Assessors Office at (704) 920-2126. For technical problems related to this website, please contact the Cabarrus County ITS Help Desk at (704) 920-2154.

1.7.95.269

Lot # 2

Cabarrus County, NC - Tax Bill Search



Cabarrus County Web Site

Basic Search Real Estate Search Tax Bill Search Sales Search Help

Hide Details...

Note: To ensure historical data, it is best to search by Township/Map/Parcel

Owner Last Name: West Owner First Name: Mildred Account #:

Parcel #: Sheet Block Parcel Interest TMP Number TP MAP M PARCEL SUFFIX

Tax Year: All Years Bill #: Unpaid Bills Only: ☐ Sort By: Oldest to Newest Search Clear

Search Results

click on a tax bill below to continue

Show Details...

Selected Tax Bill Info View Appraisal Card

Account#: 84736	Bill#: 117030	Last Trans Date:	Building Value:	0	Current Balance:	739.75
	Parcel#: 56434436880000	Last Payment :	Outbuilding Value:	0	Original Levy:	739.75
	Pin#: 05004 0034.20000		Land Value:	109,430	Personal Value:	0
	Escrow:		Parcel Value Total:	109,430	Total Valuation:	109,430
	Status:		Deferred Value:	0	Exemption:	0
	Legal Description: LT 10 T W PERRY FARM S.800AC		Taxable Value:	109,430		

12 MAP RD KANAWA, NC

Taxes and Fees Billed By County

Description	Levied	Interest/Fees	Released	Collected	Balance
MT MITCHELL FIRE TAX	109.43	0.00	0.00	0.00	109.43
COUNTY TAX	630.32	0.00	0.00	0.00	630.32
Totals	739.75	0.00	0.00	0.00	739.75

Payment History

No Payment History found for this tax bill

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Zoning - AO

CABARRUS COUNTY DEVELOPMENT ORDINANCE CHAPTER 3-ESTABLISHMENT OF ZONING DISTRICTS

RESIDENTIAL DISTRICTS:

AGRICULTURAL/OPEN SPACE

This district is comprised mostly of lands usually found on the eastern side of the County which, due to physical characteristics such as soil type, topography, etc., should remain agrarian. To a lesser degree, these are also those lands which are conducive to providing recreationally oriented open space. These land areas should remain the farmland and undeveloped/forested land of the County. Public utilities will not be planned for these areas. Consequently, residential uses that support those working and/or owning the land, home occupations allied with existing residences, and very limited business endeavors are envisioned as complementary to the area. In sum, the primary activity of these lands is agricultural - housing and business are typically related to, and supportive of, the practice of modern day agriculture. It is not, however, improbable that a small hamlet type settlement might evolve in this zoning district. As to those areas constituting open space, manmade uses must take care to enhance and not detract from the essential character of the area.

Rationale

Cabarrus County, due largely to its proximity to the Charlotte-Mecklenburg metropolitan area, is in a growth mode which will, in all probability, continue. While the issue of farmland preservation may ultimately be more driven by market economics, it still behooves policy makers to prudently attempt farmland preservation. Less a matter of market economics is the concept of retaining unspoiled, undeveloped lands for future generations to enjoy.

AGRICULTURE/OPEN SPACE USES

AO Permitted (P) Uses

Agriculture Excluding Livestock	Hatchery
Agriculture Including Livestock	Livestock Sales
Agritourism, Accessory to Agriculture	Manufactured Home, In Manufactured Home Overlay District Only-See Chapter 4
Bulk Grain Storage	Nursery, Greenhouse
Dairy Processing	Single Family Detached Residential
Family Care Home	Stables, Commercial

CABARRUS COUNTY DEVELOPMENT ORDINANCE
CHAPTER 3-ESTABLISHMENT OF DISTRICTS

Wireless Telecommunications Services,
Stealth Antennae, 65 feet or less

AO Permitted based on Standards (PBS) Uses

Accessory Dwelling Unit

Accessory Building

Auction House

Auction, Estate or Asset Liquidation,
Temporary Use

Auction, Livestock, Temporary Use

Barn, Greenhouse as Primary Structure

Bed and Breakfast

Cemetery

Civic Organization Facility

Communications Tower, 911
Communications Tower

Community Garden, Accessory Use

Contractor Office, Construction Equipment
Storage, Temporary Use

Contractor or Trade Shops

Convenience Store with Petroleum Sales

Convenience Store without Petroleum Sales

Country Club with Golf Course

Dumpsters, Commercial Waste Containers,
Temporary Use

Ethanol Fuel Production, Residential District,
Private Use Only, Accessory Use

FEMA Trailers, Natural Disaster or Significant
Weather Event, Temporary Use

Gas Service station

Golf Course, Public or Private

Home Occupation, General

Home Occupation, Rural

Ice Production, Dispensing, Accessory to
Convenience Store

Ice Production, Dispensing, Accessory to Gas
Service Stations

Kennel, Private

Landfill, Demolition-Less Than One Acre

Mobile Personal Storage Unit, Renovation,
Temporary Use

Mobile Personal Storage Unit, Vacate or
Occupy Premises, Temporary Use

Nursery, Daycare Center

Promotional Activities Involving the Display
of Goods or Merchandise, Temporary Use at
Existing Business

Public Cultural Facility

Real Estate Office in Construction Trailer or
Modular Unit, Commercial/Mixed Use Projects,
Temporary Use

CABARRUS COUNTY DEVELOPMENT ORDINANCE
CHAPTER 3-ESTABLISHMENT OF ZONING DISTRICTS

Real Estate Office in Construction Trailer or
Modular Unit, Residential Projects,
Temporary Use

Real Estate Office in Model Home,
Temporary Use

Recyclable Materials Drop Off

Recreational Trail, Greenway, or Blueway
Connector

Religious Institution with Total Seating
Capacity 350 or Less

Repair Garage, Automobile

Repair Shop, Farm Machinery

Repair Shop, Small Engine

Rest Home, Convalescent Home, Nursing
Home with 10 Beds or Less

Restaurant, Excluding Drive-Thru

Retail Sales, Neighborhood Market 1,000
Square Feet or Less

Sawmill

Scientific Research and Development,
Accessory to Agriculture

AO Special Uses (SU)

Airstrip, as Accessory Use

Animal Hospital

Animal Shelter

Correctional Facility

Colleges, Universities

Swim Club, Tennis Club, Country Club

Swimming Pool, Accessory to Single Family
Residential

Temporary Dwelling for Large Construction
Projects, Temporary Use

Temporary Health Care Structure

Temporary Residence in Mobile Home during
Construction of New Home on Same Site,
Temporary Use

Towing Service, Accessory to Automobile
Repair

Towing Service, with Towed Vehicle Storage
Yard, No Salvage or Part Sales

Trail Head, Accessory

Trail Head, Primary Use Site

Wind Energy Facility, Accessory Use, On-Site
Use Only

Wireless Telecommunications Services, Co-
location

Day Camp, Summer Camp, Civic Group
Camp Facility

Elementary, Middle and High Schools

Kennel, Commercial

Landfill, Demolition-One Acre or More

CABARRUS COUNTY DEVELOPMENT ORDINANCE
CHAPTER 3-ESTABLISHMENT OF DISTRICTS

Landfill, Sanitary	Religious Institution with School
Multimedia Production & Distribution Complex	Rest Home, Convalescent Home, Nursing Home with More Than 10 Beds
Public Service Facility	Shooting Range with Outdoor Target Practice
Public Use Facility	Slaughter House, Meat Packing
Race Shop, Race Team Complex	Sports and Recreation Instruction or Camp
Reception Facilities	Trade and Vocational Schools
Recreational Facility, Outdoor	Veterinarian Wireless Telecommunications Services
Recreational Therapy Facility, Rural Setting	Wellness Retreat, Wellness Spa
Religious Institution with Total Seating Capacity 351 or More	

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by United Country RE - The McLemore Group ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.

(a) "Seller": Crux-Holdings, LLC

(b) "Buyer": TBD

(c) "Property": Street Address: 00 Sapp Road (10.7 acres)
City: Kannapolis Zip: 28083 County: Cabarrus, NC
Lot/Unit 9-10, Block/Section n/a, Subdivision/Condominium None
Plat Book/Slide 7 at Page(s) 6 PIN/PID: 5643444804 & 5643443688
Other description: LT 9 T W PERRY FARM 4.90AC LT 10 T W PERRY FARM 5.80AC
Some or all of the Property may be described in Deed Book Estate File # 19 at Page 1129
Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ ADDITIONAL PARCELS. If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) "Purchase Price": \$ TBD paid in U.S. Dollars upon the following terms:

\$ 5,000.00 EARNEST MONEY DEPOSIT as ☒ cash ☒ personal check ☒ official bank check
☒ wire transfer ☒ electronic transfer

\$ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to Kayla Carder ("Escrow Agent") either ☒ on the Effective Date or ☐ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) "Closing Date" (See paragraph 8 for details): November 26, 2025

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST-BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.



NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: None.

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: None.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: None.

4. RESTRICTIVE COVENANTS: Prior to signing this Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure Addendum (standard form 2A12-T) prior to signing this Contract and include it as an addendum hereto.

5. NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS: THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this Contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. SPECIAL ASSESSMENTS: If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. CLOSING: The closing shall take place on 11/26/2025 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, ☒ at Closing OR ☐ on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☐ shall be prorated on a calendar year basis as of the date of Closing ☒ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☒ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. SELLER OBLIGATIONS:

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☒ GENERAL WARRANTY DEED ☐ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): n/a for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. OTHER PROVISIONS AND DISCLOSURES:

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

☐ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES):

Vacant Land

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

☒ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

☐ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES):

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (check if applicable):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ _____
☐ _____
☐ _____

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): None. _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

☐ (specify name of association): None. _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

(f) **Other:** None.

14. ENTIRE AGREEMENT; NOTICE: This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. APPLICABLE LAW: This Contract shall be construed under the laws of the State of North Carolina.

18. ASSIGNMENT: This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. PARTIES: This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. REMEDIES:

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer ("Effective Date"). Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER:

(SEAL)

TBD

Date: _____

(SEAL)

Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

(SEAL)

Crux-Holdings, LLC

Date: _____

(SEAL)

Date: _____

Entity Seller:

Crux-Holdings, LLC

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Escrow Agent: Kayla Carder

By: _____

(Signature)

Kayla Carder

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____

Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Kayla Carder Real Estate License #: 306169

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)608-1961 Fax #: (704)817-2544 Email: kayla@themclemoregroup.com

Firm Name: United Country RE - The McLemore Group

Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393



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> </u> 1. Mineral rights were severed from the property by a previous owner. Buyer Initials	☐	☐	☒
<u> </u> 2. Seller has severed the mineral rights from the property. Buyer Initials	☐	☒	
<u> </u> 3. Seller intends to sever the mineral rights from the property prior to Buyer Initials transfer of title to the Buyer.	☐	☒	
<u> </u> 4. Oil and gas rights were severed from the property by a previous owner. Buyer Initials	☐	☐	☒
<u> </u> 5. Seller has severed the oil and gas rights from the property. Buyer Initials	☐	☒	
<u> </u> 6. Seller intends to sever the oil and gas rights from the property prior Buyer Initials to transfer of title to Buyer.	☐	☒	

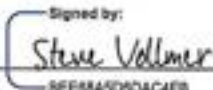
Note to Purchasers

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: 00 Sapp Road (Lot 1 & Lot 2), Kannapolis, NC 28083

Owner's Name(s): Crux-Holdings, LLC

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:  Steve Vollmer Crux-Holdings, LLC Date 2/24/2025
SEEB8ASD9D4C4F8

Owner Signature: _____ Date _____

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 _____

REC 4.25

1/1/15

VACANT LAND DISCLOSURE STATEMENT

Note: Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: **00 Sapp Road (Lot 1 & Lot 2), Kannapolis, NC 28083**

Buyer:

Seller: **Crux-Holdings, LLC**

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

A. Physical Aspects

Yes No NR

1. Non-dwelling structures on the Property ☐ Yes ☐ No ☒ NR
If yes, please describe: _____
2. Current or past soil evaluation test (agricultural, septic, or otherwise)..... ☐ Yes ☐ No ☒ NR
3. Caves, mineshafts, tunnels, fissures or open or abandoned wells ☐ Yes ☐ No ☒ NR
4. Erosion, sliding, soil settlement/expansion, fill or earth movement ☐ Yes ☐ No ☒ NR
5. Communication, power, or utility lines..... ☐ Yes ☐ No ☒ NR
6. Pipelines (natural gas, petroleum, other)..... ☐ Yes ☐ No ☒ NR
7. Landfill operations or junk storage ☐ Yes ☐ No ☒ NR
☐ Previous ☐ Current ☐ Planned ☐ Legal ☐ Illegal
8. Drainage, grade issues, flooding, or conditions conducive to flooding ☐ Yes ☐ No ☒ NR
9. Gravesites, pet cemeteries, or animal burial pits..... ☐ Yes ☐ No ☒ NR
10. Rivers, lakes, ponds, creeks, streams, dams, or springs..... ☐ Yes ☐ No ☒ NR
11. Well(s)..... ☐ Yes ☐ No ☒ NR
☐ Potable ☐ Non-potable Water Quality Test? ☐ yes ☐ no
depth _____; shared (y/n) _____; year installed _____; gal/min _____
12. Septic System(s)..... ☐ Yes ☐ No ☒ NR
If yes: Number of bedrooms on permit(s) _____
Permit(s) available? ☐ yes ☐ no ☒ NR
Lift station(s)/Grinder(s) on Property? ☐ yes ☐ no ☒ NR
Septic Onsite? ☐ yes ☐ no ☐ Details: _____
Tank capacity _____
Repairs made (describe): _____
Tank(s) last cleaned: _____
If no: Permit(s) in process? ☐ yes ☐ no ☒ NR
Soil Evaluation Complete? ☐ yes ☐ no ☒ NR
Other Septic Details: _____

Page 1 of 4



North Carolina Association of REALTORS®, Inc.



STANDARD FORM 142

Adopted 7/2024

© 7/2024

Yes	No	NR
-----	----	----

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... ☐ ☐ ☒
 If yes, please describe: _____

B. Legal/Land Use Aspects

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| 1. Current or past title insurance policy or title search..... | ☐ | ☐ | ☒ |
| 2. Copy of deed(s) for property..... | ☐ | ☐ | ☒ |
| 3. Government administered programs or allotments..... | ☐ | ☐ | ☒ |
| 4. Rollback or other tax deferral recaptures upon sale..... | ☐ | ☐ | ☒ |
| 5. Litigation or estate proceeding affecting ownership or boundaries..... | ☐ | ☐ | ☒ |
| 6. Notices from governmental or quasi-governmental authorities related to the property.. | ☐ | ☐ | ☒ |
| 7. Private use restrictions or conditions, protective covenants, or HOA..... | ☐ | ☐ | ☒ |
| If yes, please describe: _____ | | | |
| 8. Recent work by persons entitled to file lien claims..... | ☐ | ☐ | ☒ |
| If yes, have all such persons been paid in full _____ ☐ | | | |
| If not paid in full, provide lien agent name and project number: _____ | | | |
| 9. Jurisdictional government land use authority: | | | |
| County: <u>Cabarrus</u> City: <u>n/a</u> | | | |
| 10. Current zoning: <u>AO</u> | | | |
| 11. Fees or leases for use of any system or item on property | ☐ | ☐ | ☒ |
| 12. Location within a government designated disaster evacuation zone (e.g.,
hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... | ☐ | ☐ | ☒ |
| 13. Access (legal and physical) other than by direct frontage on a public road | | | |
| Access via easement..... | ☐ | ☐ | ☒ |
| Access via private road | ☐ | ☐ | ☒ |
| If yes, is there a private road maintenance agreement? ☐ yes ☐ no | | | |
| 14. Solar panel(s), windmill(s), cell tower(s)..... | ☐ | ☐ | ☒ |
| If yes, please describe: _____ | | | |

C. Survey/Boundary Aspects

- | | | | |
|--|-------------------------------------|--------------------------|-------------------------------------|
| 1. Current or past survey/plat or topographic drawing available..... | ☒ | ☐ | ☐ |
| 2. Approximate acreage: <u>5.8 & 4.9</u> | | | |
| 3. Wooded Acreage _____; Cleared Acreage _____ | | | |
| 4. Encroachments..... | ☐ | ☐ | ☒ |
| 5. Public or private use paths or roadways rights of way/easement(s)..... | ☐ | ☐ | ☒ |
| Financial or maintenance obligations related to same | ☐ | ☐ | ☒ |
| 6. Communication, power, or other utility rights of way/easements | ☐ | ☐ | ☒ |
| 7. Railroad or other transportation rights of way/easements..... | ☐ | ☐ | ☒ |
| 8. Conservation easement | ☐ | ☐ | ☒ |
| 9. Property Setbacks..... | ☐ | ☐ | ☒ |
| If yes, describe: _____ | | | |
| 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... | ☐ | ☐ | ☒ |
| 11. Septic Easements and Repair Fields | ☐ | ☐ | ☒ |
| 12. Any Proposed Easements Affecting Property..... | ☐ | ☐ | ☒ |
| 13. Beach Access Easement, Boat Access Easement, Docking Permitted..... | ☐ | ☐ | ☒ |
| If yes, please describe: _____ | | | |

D. Agricultural, Timber, Mineral Aspects

	Yes	No	NR
1. Agricultural Status (e.g., forestry deferral)	☐	☐	☒
2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.).....	☐	☐	☒
If yes, describe in detail:			
3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)	☐	☐	☒
If yes, describe in detail:			
4. Farming on Property: ☐ owner or ☐ tenant	☐	☐	☒
5. Presence of vegetative disease or insect infestation.....	☐	☐	☒
6. Timber cruises or other timber related reports.....	☐	☐	☒
7. Timber harvest within past 25 years	☐	☐	☒
If yes, monitored by Registered Forester?			
If replanted, what species:			
Years planted:			
8. Harvest impact (other than timber)	☐	☐	☒
If yes, describe in detail:			

E. Environmental Aspects

1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s).....	☐	☐	☒
2. Underground or above ground storage tanks	☐	☐	☒
If yes, describe in detail:			
3. Abandoned or junk motor vehicles or equipment of any kind.....	☐	☐	☒
4. Past illegal uses of property (e.g., methamphetamine manufacture or use).....	☐	☐	☒
5. Federal or State listed or protected species present.....	☐	☐	☒
If yes, describe plants and/or animals:			
6. Government sponsored clean-up of the property	☐	☐	☒
7. Groundwater, surface water, or well water contamination ☐ Current ☐ Previous ...	☐	☐	☒
8. Previous commercial or industrial uses.....	☐	☐	☒
9. Wetlands, streams, or other water features	☐	☐	☒
Permits or certifications related to Wetlands			
Conservation/stream restoration.....			
10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)	☐	☐	☒
If yes, describe in detail:			
11. The use or presence on the property, either stored or buried, above or below ground, of:			
i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material	☐	☐	☒
If yes, describe in detail:			
ii. Other fuel/chemical.....	☐	☐	☒
iii. Paint ☐ Lead based paint ☐ Other paint/solvents	☐	☐	☒
iv. Agricultural chemical storage	☐	☐	☒

F. Utilities

Check all currently available on the Property and indicate the provider.

☐ Water (describe):
☐ Sewer (describe):
☐ Gas (describe):
☐ Electricity (describe):
☐ Cable (describe):

- ☐ High Speed Internet (describe): _____
- ☐ Fiber Optic (describe): _____
- ☐ Telephone (describe): _____
- ☐ Private well (describe): _____
- ☐ Shared private well or community well (describe): _____
- ☐ Hauled water (describe): _____
- ☐ Other (describe): _____

Explanation Sheet for Vacant Land Disclosure Statement

Instructions: Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.

[illegible]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Crux-Holdings, LLC

Buyer: _____ Date: _____

Seller: _____ Date: _____

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/Etc.)

Crux Holdings, LLC

(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: _____

By: Steve Vollmer

Name: _____

Name: **Steve Vollmer**

Title: _____

Title: Managing Member

Date: _____

Date: 2/24/2025