

FOR SALE

THE FOLLOWING PROPERTY IS BEING OFFERED “FOR SALE” BY THE
STATE OF NORTH CAROLINA

Location: North & south side of Cary Towne Boulevard approximately 300 feet west of I-40, Cary.

Land Area: +/- 95 acres, subject to survey and exempting the dedicated right-of-way as shown on the attached map. The property has approximately 2,600 feet of frontage with access on Cary Towne Boulevard, a four lane road with a grassed median.

Zoning: Office and Institutional, designated Regional Activity Center, located in the Cary Towne Center Regional Activity Center District, Town of Cary

Neighborhood Data: Adjoining the property on the north is WakeMed Soccer Park, adjoining the property on the west is Adams Elementary School, across Cary Towne Boulevard is Cary Towne Center Mall and to the east of the property is I-40. The property is located within the town limits and is approximately 1 mile from Cary’s downtown. Also located within the immediate vicinity is East Cary Middle School, Cary High School, Cary Elementary School, Galaxy Theater and Village Square Shopping Center. Within an approximate 10-mile radius of the site is Raleigh Durham International Airport, Research Triangle Park, William B. Umstead State Park , RBC Center, NC State Fairgrounds, Carter Finley Stadium, Rex Hospital, Western Wake Medical Center, NC Museum of Art, NC State University and the City of Raleigh.

For more information contact: Joy Wayman, State Property Office at 919-807-4661 or visit our website at www.ncspo.org

THE PROPERTY WILL BE SOLD BY THE SALE PROCEDURE ATTACHED.

SALE PROCEDURE
REAL PROPERTY
+/- 95 Acres at Cary Towne Boulevard

1. The property will be advertised for sale and offers will be received beginning immediately and continue until such time as a suitable offer to purchase has been accepted by the State Property Office. Offers with contingencies will be considered; however, offers without contingencies (such as geo-technical, zoning, and financing) are highly encouraged. Offers must be delivered to the State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina, (919) 807-4650 or mailed to State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321. A deposit in certified funds for no less than one percent (1%) of the offer amount made payable to the State of North Carolina must accompany all offers.
2. The State Property Office reserves the right to reject or negotiate any and all offers and, in its sole discretion, will determine the successful offeror.
3. Title to the land will be conveyed by deed without warranty. The State of North Carolina makes no representations or warranties concerning the title to the property, the boundaries of the property, the uses to which the property may be made, zoning, local ordinances, or any physical, environmental, health and safety conditions relating to the property. Prospective purchasers are encouraged and shall be responsible for making all independent inquiries and confirming the accuracy of the information contained herein. Any and all prospective purchasers are advised to make an independent investigation of these matters, and any responsibilities or liabilities arising out of or relating to such matters are expressly disclaimed by the State of North Carolina. The State of North Carolina is not responsible for any cost incurred by prospective purchaser. The property will be sold "as is, where is".
4. The property will be sold for cash upon delivery of the deed. Once the successful offeror has been determined and accepted, the one percent (1%) certified funds deposit will be applied to the purchase price. If the purchaser subsequently fails, refuses, or is unable to close the transaction for any reason, at time of delivery of deed, the State of North Carolina will retain the deposit as liquidated damages.
5. The State Property Office shall be entitled to retain and use without compensation to any party, individual or entity any information submitted, including but not limited to any concept, element or idea (including financial or ownership structures or schemes) disclosed

in or evident from an offer. All information submitted in response to this offer shall become the property of the State of North Carolina.

6. The State Property Office reserves the right at its sole and absolute discretion and without liability to modify, amend or otherwise change, or to extend, suspend, postpone, cancel, any part of this offering.
7. The State of North Carolina and their respective officers, employees, consultants and agents, shall not under any circumstances, including pursuant to contract, tort, statutory duty, law, equity or otherwise, or any actual or implied duty of fairness, be responsible or liable for any costs, expenses, loss of opportunities, claims, losses, damages or any other liabilities to anyone arising out of or related to this offering. By submitting an offer to purchase, prospective purchaser(s) has accepted and agreed to the foregoing.
8. All offers must be submitted on the attached "Offer To Purchase Form". Any contingencies, restrictions or limiting conditions regarding the offer must be attached to the "Offer To Purchase Form".

OFFER TO PURCHASE FORM
REAL PROPERTY
+/- 95 Acres at Cary Towne Boulevard

I, _____, hereby submit an offer to purchase in the amount of \$_____ (U.S.Dollars) on the real property located in Cary, Wake County, North Carolina and further identified as:

Being an approximate +/- 95 acre tract of land located on the north & south side of Cary Towne Boulevard approximately 300 feet west of I-40, a portion of PIN 0774311292.

I fully understand in the making of this offer to purchase, that in order to be considered, offer shall be received in the State Property Office.

Hand Delivery Address:

State Property Office, Room 4055, Administration Building
116 West Jones Street, Raleigh, North Carolina 27603

U.S. Mail Address:

State Property Office, Administration Building
1321 Mail Service Center, Raleigh, North Carolina 27699-1321

Attached are my Certified Funds in the amount of \$_____, made payable to the State of North Carolina, which represents a deposit of not less than one percent (1%) of this offer.

If my offer is accepted and I fail, refuse, or are unable to close the transaction at the time of delivery of the deed, my deposit will be retained as liquidated damages. It is further understood that the balance of the amount offered will be due upon delivery of the duly executed deed. All offers are subject to acceptance or rejection for any reason at the discretion of the Director, State Property Office. Title to the real property will be conveyed by non-warranty deed. The property will be conveyed where is, as is, subject to easements & rights of way of record.

Signature: _____ (SEAL)

Printed Name: _____

Title _____

Address: _____

Phone Number: _____

PROPERTY FOR SALE

