

FOR SALE

STATE OF NORTH CAROLINA WILMINGTON DMV SITE

1 STATION ROAD, WILMINGTON, NEW HANOVER COUNTY

TAX PARCEL NUMBERS: R04300-005-003-001, R04300-005-009-000 & RO4300-005-011-000

LOCATED AT THE SOUTHEAST CORNER OF MARKET STREET AND STATION ROAD WITH 60' FRONTAGE ALONG MILITARY CUTOFF ROAD.

DEED BOOK 628, PAGES 218 AND 219
DEED BOOK 4907, PAGE 2541 (± 0.60 ACRES)

LAND AREA: ± 13.80 ACRES

BUILDING INFORMATION: ONE-STORY BLOCK/BRICK VENEER OFFICE
BUILDING CONTAINING ± 4,400 GROSS SQUARE FEET. CONSTRUCTED IN 1965

TOTAL TAX VALUE: \$1,097,829

ZONING: REGIONAL BUSINESS (RB)

SALES PRICE: \$5,000,000

SUBMIT OFFERS TO:
(mailing address)

**STATE PROPERTY OFFICE
C/O TIM WALTON
1321 MAIL SERVICE CENTER
RALEIGH, 27699-1321**

(delivery address)

**116 W. JONES STREET
RALEIGH, NC 27603**

For additional information contact Joy Wayman at 919-807-4661 or visit our website at <http://www.ncspo.org>

THE PROPERTY WILL BE SOLD BY THE SALE PROCEDURE ATTACHED.

SALE PROCEDURE
REAL PROPERTY

1 STATION ROAD, WILMINGTON, NEW HANOVER COUNTY

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. An earnest money deposit in certified funds made payable to the State of North Carolina shall accompany all offers. Offers may be delivered to and received in the State Property Office at the following address:

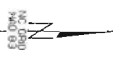
Delivery Address: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina 27603

U.S. Mail Address: Director, State Property Office, Administration Building, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

1. 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. All offers are subject to acceptance or rejection for any reason at the discretion of the Director, State Property Office.
2. 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. 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 a prospective purchaser. The property will be sold "as is, where is".
3. The property will be sold for cash upon delivery of the deed. Upon acceptance of an offer, the certified funds earnest money deposit will be

applied to the purchase price. If the purchaser subsequently fails, refuses, or is unable to close the transaction in accordance with the terms of the offer, the State of North Carolina will retain the deposit as liquidated damages.

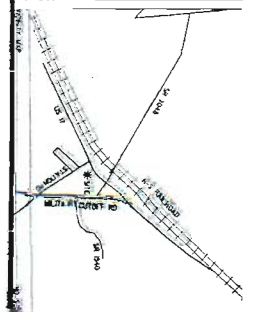
4. Any contingencies, restrictions or limiting conditions regarding the offer shall be included in the offer.
5. A real estate commission will not be paid by the State.
6. The State of North Carolina and their respective officers, employees, consultants and agents, shall not under any circumstances, 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.
7. 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.



DEED & PLAT
RECORDED IN
BOOK 28, PAGE 283

1. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
2. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
3. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
4. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
5. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
6. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
7. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:
8. The land shown on this plat is situated in the City of New York, County of New York, and is bounded by the following:

LINE	BEARING	DISTANCE
1	N 75° 46' 30" E	1.00
2	N 75° 46' 30" E	1.00
3	N 75° 46' 30" E	1.00
4	N 75° 46' 30" E	1.00
5	N 75° 46' 30" E	1.00
6	N 75° 46' 30" E	1.00
7	N 75° 46' 30" E	1.00
8	N 75° 46' 30" E	1.00
9	N 75° 46' 30" E	1.00
10	N 75° 46' 30" E	1.00



THE SURVEYOR'S CERTIFICATE OF THE SURVEY OF THE LAND SHOWN ON THIS PLAT IS AS FOLLOWS: I, the undersigned, being a duly qualified and licensed Surveyor of the State of New York, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears on the records of the Surveyor's Office, and that the same is in accordance with the provisions of the laws of the State of New York relating to the Survey of Land.

WILLIAMSON TOWNSHIP
NEW HANOVER COUNTY
SUNNYVALE PATROL STATION
PLANTATION, INC.
DEPARTMENT OF TRANSPORTATION



STATE OF NORTH CAROLINA
COUNTY OF HANOVER
TOWNSHIP OF WILLIAMSON
PLANTATION, INC.
SUNNYVALE PATROL STATION
DEPARTMENT OF TRANSPORTATION

Scale: 1 inch = 100 feet



OFFER TO PURCHASE AGREEMENT

THIS OFFER TO PURCHASE AGREEMENT (hereinafter "Agreement") , made and entered into this ____ day of _____ 2007, by and between the **State of North Carolina, a body politic and corporate** (hereinafter referred to as "Seller") and _____ (hereinafter referred to as "Buyer").

WITNESSETH

In consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the agreements contained in this Offer, **subject to review and approval by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State**, Seller hereby grants to **Buyer**, its successors and assigns, the exclusive right to purchase all of that certain tract or parcel of land, including all buildings and improvements, located in _____ County, North Carolina, containing \pm _____ acres, more or less, being more particularly described on **Exhibit A** (hereinafter the "Property"), attached hereto and incorporated herein by reference.

The terms, provisions and conditions of this Agreement are as follows:

1. **PURCHASE PRICE.** The total purchase price for the Property shall be the sum of _____ dollars, (\$ _____).
2. **CLOSING.** A closing of the sale of this property shall take place on or before _____, 2007 (hereinafter the "Closing"), **subject to the conditions set forth in Paragraph 6 below.**
3. **DOCUMENTS FOR CLOSING.** Seller shall execute and deliver at closing a Non-Warranty Deed prepared at the expense of Seller.
4. **MISCELLANEOUS CLOSING EXPENSES.** Buyer shall pay for recording fees, attorney fees, title insurance premiums and other costs associated with its acquisition of the Property except as expressly set forth herein.
5. **POSSESSION.** Possession shall be delivered at closing.
6. **RIGHT OF ENTRY AND INSPECTION.** Buyer and Buyer's agents or employees shall have the right to enter upon the Property at reasonable times with the prior written authorization of Seller to survey the Property and to conduct such other inspections, tests and studies as Buyer may deem necessary (collectively, the "Inspections"). Buyer and/or its agents, representatives, contractors, subcontractors and consultants shall be adequately insured regarding such work. Seller shall grant Buyer's reasonable requests for entry upon the Property with the agreement that Buyer shall not unreasonably interfere with Seller's use of the Property or damage the

Property and provided further that Buyer shall leave the Property in substantially the same or better condition as it was prior to the entry thereon by Buyer or its agents or employees or, in the event of any damage to the Property, Buyer shall repair and restore the Property substantially to its prior condition. Buyer agrees to indemnify and hold harmless Seller from any loss or damage to persons or property, including reasonable attorneys' fees, arising out of the entry upon the property by Buyer, its agents or employees, or arising out of the inspections that Buyer, its agents or employees may conduct pursuant to this Paragraph 6.

7. **BINDING EFFECT.** This Agreement becomes effective when signed by Buyer and shall then apply to and bind Buyer and Buyer's heirs, executors, administrators, successors, and assigns (hereinafter the "Effective Date"). This Agreement shall not apply to or bind Seller until the sale of the Property has been approved by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State in conformity with the terms, provisions and conditions set forth herein. If the sale of the Property is not approved by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State in accordance with the terms, provision and conditions set forth herein, this Agreement shall be automatically terminated without any further action by Seller.
8. **CONDITION OF PROPERTY.** Buyer shall purchase the Property in an "as-is, with all faults" condition and hereby acknowledges and agrees that it is relying solely upon its own inspections, investigations and analyses of the Property in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material from Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Property .
9. **COMMISSION.** Buyer warrants and covenants that no real estate commissions, brokerage commissions or other commission or fee shall be due or payable on account of this transaction. Buyer hereby indemnifies Seller against any claims for brokerage or other fees arising out of the transaction contemplated by this Agreement. This obligation shall survive the termination or cancellation of this Agreement, and the transfer of title.
10. **ASSIGNMENT.** This Agreement may not be assigned by Buyer without the express written approval of Seller. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective, legal representatives, successors and permitted assigns.
11. **HEADINGS.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
12. **TERMS.** Capitalized terms used in this Agreement shall have the meanings ascribed

to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

13. **NO WAIVER.** No provision or condition of this Agreement can be waived except by written consent of the parties hereto. A waiver of any provision or condition on one occasion shall not be deemed a waiver of said provision or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Seller in any regard whatsoever shall not be deemed a waiver of its rights hereunder and until Buyer has completely performed all provisions and conditions of this Agreement, Seller shall be entitled to invoke any remedy available to Seller under this Agreement or any law or equity despite such forbearance or indulgence.
14. **APPLICABLE LAW.** This Agreement and all leases or contracts related to improvements described herein, shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.
15. **AMENDMENT.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Buyer and Seller.
16. **CALCULATION OF TIME PERIOD.** If any date or any period provided for in this Agreement shall end on a Saturday, Sunday or a holiday recognized by the State of North Carolina, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or holiday.
17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
18. **CONSTRUCTION.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.
19. **COMPLETE AGREEMENT.** This Agreement contains the entire contract between the parties hereto regarding the subject matter hereof and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.
20. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. **SELLER REMEDIES CUMULATIVE.** The rights and remedies of Seller specified in this Agreement shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Agreement.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

BUYER:

By: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally appeared before me this day and acknowledged he/she is _____, and that by authority given and as an act of _____, the foregoing instrument in its name by him

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public

Print Name: _____

My Commission Expires: _____

SELLER:

STATE OF NORTH CAROLINA

By: _____
June Michaux, Deputy Director
State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public for the County of _____,
North Carolina, do hereby certify that _____, personally
came before me this day and acknowledged the due execution by him/her of the
foregoing instrument as Director / Deputy Director of the State Property Office of the
Department of Administration of the State of North Carolina, for the purposes therein
expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
the _____ day of _____, 2007.

Notary Public
Print Name: _____

My Commission Expires: _____