

FOR SALE

\$1,100,000

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

±40 Acres of unimproved property located on the south side of Business Drive, north of NC Railroad tracks and sidings in Morehead City, Carteret County

LOCATION: 5081 Business Drive, Morehead City, NC 28557. PIN: 636601089018000, Coordinates: 34.740519, -76.797720, Carteret County Deed 374 - 407; Deed of Correction 391 -- 260, Deed 748 – 404, Carteret County

LAND AREA: ±40 acres

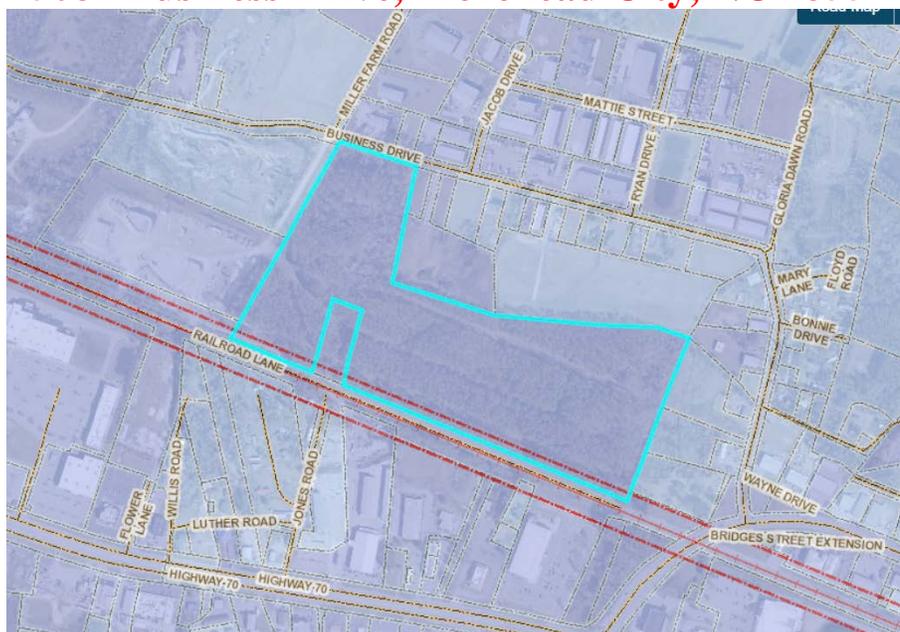
ZONING: I (Industrial)

IMPROVEMENTS: None

For more information, contact: Stephanie Ayers, Director Real Estate, NC Ports, stephanie.ayers@ncports.com, 910-746-6371.

THE PROPERTY WILL BE SOLD BY THE SALE PROCEDURE ATTACHED.

5081 Business Drive, Morehead City, NC 28557



SALE PROCEDURE
REAL PROPERTY
EDGEWATER/OVERLOOK PARK PROPERTY
± 40 Acres at 5081 Business Drive, Morehead City NC

1. The property will be advertised for sale and bids/offers will be received beginning immediately and continue until such time as a suitable offer to purchase has been accepted by the North Carolina State Ports Authority (NCSPA). Offers with contingencies will be considered; however, offers without contingencies are highly encouraged. Offers must be delivered to the NCSPA at 2202 Burnett Blvd., Wilmington, NC 28401 or mailed to Director, Real Estate, P.O. Box 9002, Wilmington, North Carolina 28401. A deposit in certified funds for no less than one percent (1%) of the offer amount made payable to the NCSPA shall accompany all offers.
2. The North Carolina State Ports Authority 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 North Carolina State Ports Authority 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 NCSPA. The NCSPA is not responsible for any cost incurred by prospective purchaser. The property will be sold “as is, where is, with all faults”.
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 North Carolina State Ports Authority will retain the deposit as liquidated damages.
5. The North Carolina State Ports Authority 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 NCSPA.
6. The North Carolina State Ports Authority 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 North Carolina State Ports Authority 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".
9. Any sale is subject and contingent to approval by the North Carolina State Ports Authority Board of Directors and North Carolina Council of State.

**OFFER TO PURCHASE FORM
REAL PROPERTY
EDGEWATER/OVERLOOK PARK PROPERTY
± 40 Acres at 5081 Business Drive, Morehead City, North Carolina**

I, _____, hereby submit a bid/offer to purchase in the amount of \$_____ (U.S. Dollars) on the real property located in Morehead City, Carteret County, North Carolina and further identified as:

***Being an approximate ±40 Acres of unimproved property located on the south side of Business Drive, north of NC Railroad tracks and sidings in Morehead City, Carteret County at 5081 Business Drive, Morehead City, NC 28557.
PIN: 636601089018000, Coordinates: 34.740519, -76.797720***

I fully understand in the making of this offer to purchase, that in order to be considered, offer shall be received in the North Carolina State Ports Authority office.

Hand Delivery Address:

Director, Real Estate
North Carolina State Ports Authority
2202 Burnett Blvd., Wilmington, North Carolina 28401

U.S. Mail Address:

Director, Real Estate
North Carolina State Ports Authority
P.O. Box 9002
Wilmington, North Carolina 28402

Attached are my Certified Funds in the amount of \$_____, made payable to the North Carolina State Ports Authority, 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 North Carolina State Ports Authority. Title to the real property will be conveyed by non-warranty deed. The property will be conveyed where is, as is, with all faults, leases and subject to easements & rights of way of record.

Signature: _____ (SEAL)

Printed Name: _____

Title _____

Address: _____

Phone Number: _____