

COMPLETE FORM & PLACE IN SEALED ENVELOPE

**SEALED BID
OFFER TO PURCHASE FORM**

Ralph C Mazza
Kathleen H Mazza *Sheila Valentine*
I, _____, (sometimes referred to as "Buyer") hereby offer to purchase the property described below for \$ 1080.00. I am/are paying the Town of Cary an earnest money deposit of \$ 54.00 (5% of offered price) with a certified check or money order, and the balance of the purchase price will be due at closing. I understand that I/we will be responsible for the payment of the closing costs if the Town Council accepts my/our bid. I understand that the Town Council reserves the right to reject the bid without explanation.

I understand that, if my/our bid is accepted, the terms of the sale are as follows: (1) the property is being sold "AS IS" (**any bids received with conditions will be considered non-responsive**); (2) closing must occur within ninety (90) days of Town Council acceptance of my/our bid; (3) **the Town will convey the property by a non-warranty deed**; (4) at closing, payment shall be made by certified check payable to the Town of Cary; (5) Buyer will be responsible for the payment of ad valorem taxes for the current tax year if closing occurs after January 1 but before July 1 (taxes will not be prorated), and Buyer will be responsible for listing the property with the Tax Assessors' Office after closing; (6) Buyer must be current on payment of all property taxes owed to the county; (7) the Seller will retain all easements of record; (8) this sealed bid may not be withdrawn once the bid is opened; (9) time is of the essence, therefore, if my/our bid is accepted, but I fail to close within ninety (90) days after Town Council accepts my/our bid, the bid deposit is subject to forfeiture; (10) if my/our bid is not accepted, my/our deposit will be returned at the time the Town Council awards the property to the highest responsible bidder, unless I have indicated otherwise below; (11) this bid may not be assigned to other parties, either before or after the opening of all bids; and (12) a pre-approval letter from a lender for a loan to cover the amount of the bid must be submitted with bid, if applicable.

Other applicable conditions: An Engineering study may be necessary to determine if the sites are buildable. Development of the lots will be subject to all requirements of the Town Planning Design Review Board. Parcels are subject to all Town of Cary development regulations including but not limited to additional right-of-way dedication, sidewalk, construction, sight distance triangles, and access restrictions/requirements. A minimum of 10 ft. of right-of-way as measured from the back of the curb (or edge of pavement where no curb exists) will be retained by the Town of Cary for the frontage of public streets. The Buyer will be required to record a new survey. **NOTE: The successful Buyer will be responsible for the costs to obtain a recordable survey that includes a metes and bounds description available in word format. The survey must be reviewed and approved by the Town of Cary's Transportation and Facilities Department prior to recording.** Recombination, if required for development, is the responsibility of the Buyer.

The pronoun "I" as used herein shall include singular, plural, masculine, feminine, or neuter as required by context.

My/Our offer to purchase is for property located at: 215 Dry Avenue Cary NC
LOD & PT LT C Russell Hills Revised
PIN# 0763.06-39-7859-000
My/Our offer is made this date and will continue until accepted or rejected by the Town Council.

Signature Kathleen H Mazza 5.9.18
Date Kath C Mazza 5-9-18

Signature Ashlea Valentine
Date 5.9.18

Home Address: 938 Alden Bridge Dr 27519

Home Phone: _____

Office Phone: _____

Cell Phone: 919 244 1762

E-mail Address: Kmazza@fmrealty.com

Home Address: 401 S. West St., Cary, NC 27511

Home Phone: _____

Office Phone: 919-329-4592

Cell Phone: 919-360-7070

E-mail Address: gotvalentine@yahoo.com

Initial here as authorization for the Town to retain your bid deposit after Town Council accepts a bid from the highest responsible bidder:

/ _____ / I authorize the Town to retain the entire amount of my deposit so that in the event the highest responsible bidder fails to close on this transaction, the Town Council may consider accepting my bid as the next highest responsible bidder. I understand that acceptance or rejection of my backup bid will require Town Council approval. In the event Town Council accepts my backup bid, I understand that my deposit will be credited to me at closing. In the event Town Council rejects my backup bid, I will be able to get my deposit back within 2 business days from the date of the meeting during which the Town Council rejects my backup bid.